

**COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY**

SECOND AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2020-P00109

APPEAR

AS FIRST PARTY: The Puerto Rico Electric Power Authority (hereinafter referred to as "PREPA"), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended, represented in this act by its Executive Director, Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico. -----

AS SECOND PARTY: Christie 55 Solutions, LLC, (Consultant), a corporation organized and existing under the laws of New Jersey, with a principal place of business at 15 Maple Avenue, Morristown, New Jersey 07960, represented in this act by its Managing member, Christopher J. Christie, of legal age, and resident of Mendham, New Jersey, duly authorized to appear in representation of the Consultant by virtue of Corporate Resolution dated May 29, 2020. -----

Both PREPA and Consultant are herein individually referred to as a Party and collectively referred to as the Parties.-----

WITNESSETH

WHEREAS, PREPA, by virtue of Act 83 has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA;-----



In consideration of the mutual covenants and Contracts contained in this Amendment, hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows: -----

STATE

WHEREAS: PREPA, by virtue of Act 83, has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs, and operations of PREPA. -----

WHEREAS: On May 29, 2020, the appearing Parties executed Contract 2020-P00109 (the "Contract"). The original Contract was effective until December 31, 2020, with a not to exceed amount of two hundred one thousand two hundred and fifty dollars (\$201,250, the "Contract Amount"). Through this Contract, Consultant provides strategic advice, counsel and assistance in relation to CDBG-DR and FEMA funds assigned to the Energy Sector and other issues relating to the Federal Government and to disaster recovery relief. -----

WHEREAS: As a result of the settlement between PREPA and the Federal Emergency Management Agency for permanent works under Section 428 of the Stafford Act, PREPA's Project Management, Restructuring and Fiscal Affairs Office (PMO) needs to receive the Consultant's advisory services in the following related tasks, among others: federal advocacy coordination, prioritizing federal government engagement activities, outreach to the U.S Department of Housing and Urban Development with respect to CDBG-DR and CDBG-MIT funds, including publication of the Federal Register notice for



energy funding under CDBG-DR, acceleration of the \$8.3 million tranche of CDBG-MIT funds, and use of CDBG funds for non-federal match for FEMA funding, matters related to the Financial Oversight and Management Board for Puerto Rico and monitoring of legislative developments such as potential COVID-19 related legislation for issues of relevance to PREPA. -----

WHEREAS: On December 31, 2020, the Parties executed a First Amendment to the Contract to assign additional task to the Consultant, increase the Contract Amount by \$25,000 and extend its term until January 31, 2021. -----

WHEREAS: Some of the additional tasks assigned to the Consultant are still in progress and PREPA's Project Management, Restructuring and Fiscal Affairs Office (PMO) requested the extension of the Contract for two additional months, until March 31, 2021, to be able to complete those tasks. -----

THEREFORE: In order to continue receiving uninterruptedly the support of the Consultant in the new tasks identified by PMO, the appearing Parties hereby agree to enter into this Second Amendment under the following:-----

TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article 4. Contract Term, to extend its term until March 31, 2021. -----

SECOND: The Parties agree to amend Article 6, Payment, to increase the Contract Amount by fifty thousand dollars (\$50,000), from two hundred twenty-six thousand two hundred and fifty dollars (\$226,250) to two hundred seventy-six thousand two hundred fifty dollars (\$276,250) until March 31, 2021. The payments to be made under this



Contract, as amended for Fiscal Year 2020-2021, will be charged to
account 01-4019-92319-556-673. -----

The remaining sentences and paragraphs of Article 6 of the Contract, not affected by this
amendment shall remain unaltered and fully enforceable. -----

FOURTH: All other terms and conditions, specifications, stipulations, insurances, and
requirements established in the Contract, as amended, shall remain unaltered and fully
enforceable.-----

In WITNESS WHEREOF, the Parties hereto have agreed to execute this Second
Amendment in San Juan, Puerto Rico, on this 29 day of January, 2021.-----

Puerto Rico Electric Power Authority



Efran Paredes Maisonet
Executive Director
Tax ID: 660-43-3747

Christie 55 Solutions, LLC



Christopher J. Christie
Managing Member
Tax ID: 82-4352532

