

COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY

FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2021-P00060A

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 Interim Executive Director, Efran Paredes Maisonet, of legal age, married and resident of Bayamón, Puerto Rico. \_\_\_\_\_

AS SECOND PARTY: New Energy Partners, Inc., (Consultant), a corporation organized and existing under the laws of Hawaii, with a principal place of business at 73-1196 Hamo St Kailua Kona Hawaii 96739, represented in this act by its President, Kyle Datta, of legal age, and resident of Hawaii, duly authorized to appear in representation of the Consultant by virtue of Corporate Resolution dated August 16, 2019. \_\_\_\_\_

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

WITNESSETH

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: \_\_\_\_\_

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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 September 3, 2020, the appearing Parties executed Contract 2021-P00060 (the "Contract"). The Contract is effective until June 30, 2021, with a not to exceed amount of four hundred forty thousand dollars (\$440,000, the "Contract Amount"). Through this Contract, Consultant provides support to PREPA's Governing Board in obtaining clarity regarding its governance roles, responsibilities and authorities with respect to the Transmission and Distribution Operator, LUMA, as PREPA moves through the transition period and after the Effective Date. Also, the Consulting Services are identified in Three Phases (Governance, Financial and Planning), as described in Consultant's Proposal, dated August 24, 2020, which is an Appendix of the Contract 2021-P00060. \_\_\_\_\_

The Consultant's services are provided in partnership with mister Bob Lurie from White Dog Strategies. \_\_\_\_\_

WHEREAS: PREPA's Governing Board and the Project Management, Restructuring and Fiscal Affairs Office (PMO) needs to receive the Consultant's support in ranking the top 150 MW of legacy Power Purchase and Operating Agreement for Renewable Energy and Fuel Supply (PPOA) projects for negotiation, consistent with the Financial Oversight and Management Board (FOMB) offer and in compliance with Puerto Rico Energy Bureau Integrate Resource Plan (PREB IRP) Order and FOMB determinations. Also, PREPA

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needs the advice of the Consultant, specifically for the PMO to help them accelerate their process for determining ranking of the PPOA projects.-----

THEREFORE: In order to receive the support of the Consultant and mister Bob Lurie from White Dog Strategies through the Consultant's services, in the new tasks identified by PREPA's Governing Board and PMO, the appearing Parties hereby agree to enter into this First Amendment under the following:-----

#### TERMS AND CONDITIONS

FIRST: The Parties agree to amend Article 1, Scope of Services, to include the following additional tasks:-----

The Consultant shall provide support and advice, to PREPA's Governing Board and PMO, in determining the ranking of the top 150 MW of legacy PPOA projects for negotiation, in compliance with PREB IRP Order and FOMB determinations. Also, Consultant shall prepare the recommendations for the consideration of the Governing Board, of the ranking process and other related matters. -----

In terms of the ranking process of the PPOA projects, the Consultant should be assured of the compliance of FOMB criteria of August 17, 2020 and will work in partnership with PREPA to achieve its goals. In their analysis, Consultant shall work by step, which are identified as "Gate", and includes the following six:-----

- Gate 1 – Legal Contractual Compliance
- Gate 2 – Financial Compliance and Due Diligence on Financial Strength
- Gate 3 – Interconnection Concerns
- Gate 4 – Public Benefits Test
- Gate 5 – Early state/Unable to break ground by 3Q 2021
- Gate 6 – Solar Development Experience

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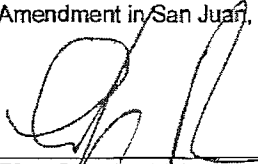
The remaining sentences of the Article 1 of the Contract, not affected by this Amendment shall remain unaltered and fully enforceable. \_\_\_\_\_


SECOND: The Parties agree to amend Article 6, Payment, to increase the Contract Amount by forty thousand four hundred dollars (\$40,400), from four hundred forty thousand dollars (\$440,000) to four hundred eighty thousand four hundred dollars (\$480,400) until June 30, 2021. The Consultant will not bill any travel expenses, but any other expenses will be capped at four hundred dollars (\$400) in total, which are included as part of the Contract Amount, and shall be subject to PREPA rules for reimbursable expenses. The payments to be made under this Contract, as amended for Fiscal Year 2020-2021, will be charged to account 01-4019-92306-550-001.

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

THIRD: 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 First Amendment in San Juan, Puerto Rico, on this 9 day of November, 2020. \_\_\_\_\_

  
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Efran Paredes Maisonet  
Interim Executive Director  
Puerto Rico Electric Power Authority

  
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Kyle Datta  
President  
New Energy Partners, Inc.