

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

FIRST AMENDMENT

PROFESSIONAL SERVICES CONTRACT

2021-P00077 A

APPEAR

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

AS SECOND PARTY: Global Consultas Asociados, LLC, (Contractor), a Limited Liability Corporation organized and existing under the laws of Puerto Rico, represented in this act by its President, Iván R. Romero Peña, of legal age, single, and resident in San Juan, authorized by virtue of Resolution dated June 21, 2021. -----

PREPA and Contractor are herein individually referred to as a "Party" and collectively referred to as the "Parties". -----

WITNESSETH

In consideration of the mutual covenants and agreements 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: The appearing Parties executed Contract 2021-P00077 on October 26, 2020 and effective until June 30, 2021 (the "Contract"), with a not to exceed amount of five hundred thousand dollars (\$500,000, the "Contract Amount"). Through this Contract, Contractor provides PREPA with legal representation in eminent domain cases, appraisals and surveying of properties, acquisition of land rights, studies of demarcation for each of PREPA's lots, plot plans of lots, with description of boundaries, and similar services included in the Appendix A of the Contract.-----

This Contract was the result of the Request for Proposal 103583.-----

WHEREAS: The Article 4 of the Contract, Contract Term, provides for an additional annual fiscal period, at the exclusive option of PREPA, by written amendment agreed upon by both Parties.-----

THEREFORE: The appearing Parties hereby agree to enter into this First Amendment under the following: -----

TERMS AND CONDITIONS

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

The remaining sentences and paragraphs of Article 4, not affected by this amendment shall remain unaltered and fully enforceable. -----

SECOND: As for the original Contract, Contractor will comply with all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Act 237-2004, as amended, which establishes uniform contracting requirements for professional and consulting services for the agencies and governmental entities of the Commonwealth of Puerto Rico. -----

A. Contractor shall provide, before the execution of this First Amendment, the following:

1. Filing of Puerto Rico Income Tax Returns-----

In compliance with Executive Order No. OE-1991-24 of June 18, 1991, Contractor hereby certifies that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5) years. As evidence thereof, Contractor has delivered to PREPA an Income Tax Return Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed its Income Tax Return for the last five (5) tax years. -----

2. Payment of Puerto Rico Income Taxes-----

In compliance with Executive Order No. OE-1991-24 of June 18, 1991, Contractor, hereby certifies that it has complied and is current with the payment of all income taxes that are, or were due, to the Government of Puerto Rico. As evidence thereof, Contractor has delivered to PREPA a certification issued by the Treasury Department of Puerto Rico indicating that Contractor does not owe taxes, under any concept, to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan and is in full compliance with its terms. During the term of this Contract, Contractor agrees

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to pay and/or to remain current with any repayment plan agreed to by Contractor with the Government of Puerto Rico. -----

3. Compliance with Requirements of the Department of Labor and Human Resources of the Commonwealth of Puerto Rico. -----

Pursuant to Executive Order No. 1992-52, dated August 28, 1992, amending OE-1991-24, Contractor certifies and warrants that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. As evidence thereof, Contractor has delivered to PREPA: -----

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a. A certification issued by the Bureau of Employment Security (*Negociado de Seguridad de Empleo*) of the Puerto Rico Department of Labor and Human Resources certifying that Contractor does not owe any amount regarding Unemployment or Disability Insurance. -----

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b. A certification issued by the Program for Social Security for Chauffeurs and Other Employees of the Puerto Rico Department of Labor and Human Resources certifying that Contractor has no debt with respect to such program. -----

4. Real and Personal Property Taxes-----

Contractor hereby certifies and guarantees that it does not have any current debt regarding property taxes that may be registered with the Government of Puerto Rico's Municipal Revenue Collection Center (MRCC). Contractor further certifies to be up-

to-date with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. Contractor shall provide: -----

a. A certification issued by the MRCC, assuring that Contractor does not owe any tax accruing during the last five (5) years to such governmental agency with respect to personal property; or negative Debt certification issued by the MRCC with respect to personal property taxes and a sworn statement executed by Contractor indicating that: (i) its revenues are derived from the rendering of professional services, (ii) during the last 5 years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1st of January of each year, (iii) that for such reasons it has not been required to file personal property tax returns, as required under Article 6.03 of Act 83-1991, as amended and (iv) that for such reason it does not have an electronic tax file in the MRCC's electronic system. -----

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b. All Concepts Debt Certification issued by the MRCC assuring that Contractor does not owe any taxes to such governmental agency with respect to real and personal property; or Negative certification issued by the MRCC with respect to real property taxes. -----

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5. Sales and Use Taxes-----

Contractor has delivered to PREPA: -----

a. *Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that Contractor has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods.* -----

b. Contractor's Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----

6. Puerto Rico Child Support Administration (ASUME)-----

Contractor hereby certifies that it is not duty bound to pay child support, or if so, that Contractor is up to date or has a payment plan to such effects. As evidence thereof, Contractor has delivered to PREPA a certification issued by the Puerto Rico Child Support Administration (*Administración para el Sustento de Menores (ASUME)*) certifying that Contractor does not have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with ASUME. ---

7. Organization Documents-----

Contractor shall provide: -----

- a. a Good Standing Certificate issued by the Department of State of Puerto Rico. ---
- b. a Certification of Incorporation, or Certification of Organization or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----

8. Dispensation-----

Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record. -----

9. Rules of Professional Ethics-----

Contractor acknowledges and accepts that it is knowledgeable of the rules of ethics of his or her profession and assumes responsibility for his or her own actions. -----

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10. Contractor agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for a New Puerto Rico (Act 2-2018). The Contractor hereby certifies that it does not represent particular interests in cases or matters that imply a conflicts of interest, or of public policy, between the executive agency and the particular interests it represents.-----

Contractor shall furnish a sworn statement to the effect that neither Contractor nor any president, vice president, executive director or any member of a board of officials or board of directors, or any person performing equivalent functions for Contractor has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (Act 8-2017) or any of the crimes included in Act 2-2018.-----

Contractor hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, as amended, known as the Organic Act of the Office of Government Ethics of Puerto Rico (Act 1-2012), any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 2-2018, or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-

PREPA shall have the right to terminate the Contract in the event Contractor is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012,

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any of the crimes typified in Act 2-2018 or any other felony that involves misuse of public funds or property, including but not limited to the crimes mentioned in Article 6.8 of Act 8-2017.-----

Consequences of Non-Compliance: The Contractor expressly agrees that the conditions outlined throughout this Article are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate or misleading, in whole or in part, there shall be sufficient cause for PREPA to render this Contract null and void, and the Contractor shall reimburse PREPA all moneys received under this Contract.-----

Contractor understands and agrees that PREPA is prohibited from processing any payment under the Contract until the enumerated certifications and sworn statement are submitted to PREPA. -----

If by the date of the execution of this Amendment, Contractor, has not obtained any of the above mentioned documents and certifications (with the exception of the sworn statement required by Act 2-2018, the Anti-Corruption Code for the New Puerto Rico, which are required at the time of the execution of this Amendment), it will have a final term of ten (10) work days to provide them. -----

THIRD: The Parties acknowledge that Contractor has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of November 6, 2017 and amended on October 30, 2020, signed by the Contractor's Executive Director (or another official with an equivalent position or authority to issue such

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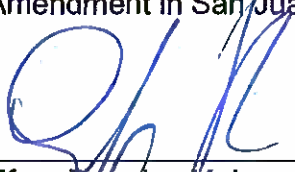
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certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Amendment of Contract. -----

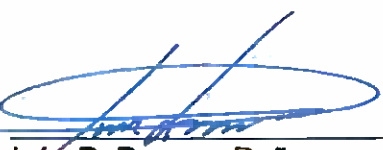
FOURTH: Contractor represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the Contract null and void and Contractor will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Contract.-----

FIFTH: 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 30 day of June, 2021. -----



Efran Paredes Maisonet
Executive Director
Puerto Rico Electric Power Authority
Tax ID: 660-43-3747



Iván R. Romero Peña
President
Global Consultas Asociados, LLC
Tax ID: 660-73-6894