

PUERTO RICO ELECTRIC POWER AUTHORITY

**SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
2018-P00091B**

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 of May 2, 1941, No. 83, as amended, represented in this act by its Chief Executive Officer/Executive Director mister Walter M. Higgins, of legal age, married, engineer, and resident of San Juan, Puerto Rico.-----

AS SECOND PARTY: Filsinger Energy Partners, Inc. ("FEP"), a corporation formed and existing under the laws of the State of Colorado, United States of America, with a principal place of business in 290 Fillmore St. Ste 4 Denver, CO 80206, herein represented by its Senior Managing Director, mister Todd W. Filsinger, of legal age, married and resident of Denver, Colorado, who authority to enter into this Amendment by virtue of Corporate Resolution, dated December 29, 2016.-----

PREPA and FEP are individually referred to herein as a "Party" and together as the "Parties".-----

WITNESSETH

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



STATE

WHEREAS: The appearing Parties executed Professional Services Agreement number 2018-P00091 (“Agreement”) on December 7, 2017 (“Effective Date”), to designate Mr. Todd W. Filsinger as the Chief Financial Advisor (“CFA”) of PREPA –

WHEREAS: The appearing Parties amended the Agreement on February 2, 2018 (the “First Amendment”) to supersede the Schedule of Professionals of Appendix A of the Agreement, and replace it with a new Schedule of Professionals, and included a new language in compliance with Act No. 2-1018.-----

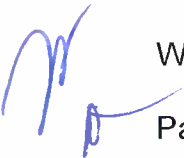
WHEREAS: The appearing Parties executed a Side Letter Agreement on February 16, 2018 to include an Appendix for Reimbursement of Travel Expenses and to clarify the authorization process for travel and lodging expenses.-----

WHEREAS: As per Article 2, the Agreement shall be in effect from the Effective Date until June 30, 2018.-----

WHEREAS: On April 20, 2018 by Resolution No. 4601, PREPA’s Governing Board authorized the execution of the Second Amendment of the Agreement, subject to the approval of the Office of Management and Budget (OMB) and Fiscal Oversight Management Board (FOMB).-----

WHEREAS: On June 5, 2018 the OMB approved the execution of this Second Amendment and on June 14, 2018 PREPA received the approval of FOMB.-----

WHEREFORE: In accordance with PREPA’s Governing Board Resolution No. 4601, both Parties hereby agree, to:-----



1. Amend the scope of services provided by FEP to include the following services: act as a liaison to the Federal Emergency Management Agency (FEMA) and the Governor's Authorized Representatives (GAR) for restoration and recovery matters, and provide contract management and oversight of PREPA's restoration and recovery program managers and restoration contractors.-----
2. The Parties agree to amend Article 1 to increase the Agreement amount by five million five hundred thousand dollars (\$5,500,000), from five million (\$5,000,000) to ten millions five hundred thousand dollars (\$10,500,000).-----
3. Supersede the existing Schedule of Professionals of Appendix A of the Agreement, and replace it with a new Schedule of Professionals which is included as annex of this Second Amendment. The Discounted Rate Table of Appendix A remains unaltered.-

4. COMPLIANCE WITH THE COMMONWEALTH OF PUERTO RICO CONTRACTING REQUIREMENTS

FEP will comply will all applicable State Law, Regulations or Executive Orders that regulate the contracting process and requirements of the Commonwealth of Puerto Rico. Particularly: Law Num. 237-2004, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico. 3 L.P.R.A. § 8611 et seq., and the Puerto Rico Department of Treasury Circular Letter Number 1300- 16-16. CC Núm. 1300-16-16 (22/01/2016).



A. FEP shall provide:

1. Sworn Statement to the effect that neither FEP 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 FEP 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 or any of the crimes included in Act 2-2018.
2. Sworn Statement in compliance with requirements established in Circular Letter No. 1300-16-16 of Puerto Rico Treasury Department certifying that, under penalty of perjury, FEP does not have tax liability in Puerto Rico and the execution of the agreement will not result in FEP being engaged in trade or business in Puerto Rico.
3. Puerto Rico Child Support Administration (ASUME): FEP shall present, to the satisfaction of PREPA, the necessary documentation certifying that FEP nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para El Sustento de Menores (ASUME). FEP will be given a specific amount of time to deliver said documents.
3 L.P.R.A. § 8611 et seq.;



4. Certificate of Incorporation or Certificate of Organization or Certificate of Authorization to do Business in Puerto Rico issued by the Puerto Rico Department of State; and Good Standing Certificate issued by the Puerto Rico Department of State.

B. Law Num. 127, May 31, 2004: Contract Registration in the Comptroller's Office of Puerto Rico Act: Payment for services object of this Amendment will not be made until this Agreement is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Law Number 18 of October 30, 1975, as amended.

C. Termination by the Chief of Staff of the Governor of Puerto Rico and Interagency agreements

Pursuant to Memorandum No. 2017-001, Circular Letter 141-17, of the Office of the Chief of Staff of the Governor of Puerto Rico (Secretaría de la Gobernación) and the Office of Management and Budget (Oficina de Gerencia y Presupuesto – OGP), the Chief of Staff shall have the authority to terminate this Agreement at any time. If so directed by the Chief of Staff, PREPA will terminate this Agreement by delivering to FEP a notice of termination specifying the extent to which the performance of the work under this Agreement is terminated, and the effective date of termination. Upon the effective date of termination, FEP shall immediately discontinue all services affected and deliver to PREPA all information, studies and other materials property of PREPA. In the event of a termination by notice, PREPA



shall be liable only for payment of services rendered up to and including the effective date of termination.

Both Parties acknowledge and agree that the contracted services herein may be provided to another entity of the Executive Branch which enters into an interagency agreement with PREPA or by direct disposition of the Office of the Chief of Staff. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this Agreement. For the purpose of this clause, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as public instrumentalities, public corporations and the Office of the Governor.

D. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., FEP will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Agreement.

E. Law 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: FEP will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act No. 168-2000, as amended, the same is current and in all aspects in compliance. Act No. 168-2000 "Law for the Strengthening of the Family Support and Livelihood of Elderly People" in Spanish: "Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada", 3 L.P.R.A. §8611 et seq.



- F. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the contracting record.
- G. Rules of Professional Ethics: FEP acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions.
- H. FEP hereby agrees to comply with the provisions of Act No. 2-2018, as the same may be amended from time to time, which establishes the Anti-Corruption Code for the New Puerto Rico. FEP 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.
- I. FEP 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, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code, any of the crimes typified in Act 2-2018, as amended, known as the Anti-Corruption Code for a New Puerto Rico 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, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico.




PREPA shall have the right to terminate the Agreement in the event FEP is convicted in Puerto Rico or United States Federal court for any of the crimes specified in this paragraph. FEP shall promptly inform PREPA of any conviction or guilty plea for any of the aforementioned crimes during the term of this Agreement.

- J. The Parties hereby declare that, to the best of their knowledge, no public officer or employee of the Commonwealth of Puerto Rico, its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect economic interest in the present Agreement.
- K. FEP certifies that neither it nor any of its shareholders, directors, executives, officers, and employees receives salary or any kind of compensation for the delivery of regular services by appointment in any agency, instrumentality, public corporation, or municipality of the Commonwealth of Puerto Rico.
- L. The Parties certifies no officer, employee or agent of PREPA, or of the Government of the Commonwealth of Puerto Rico or Municipal Governments, shall be admitted to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

In addition to the restrictions and limitations established under the provisions of Act 1-2012, as amended, retired or former officers or employees of PREPA, whose work was in any way related to the award or management of contracts, shall in no

way benefit from any contract with PREPA for a period of two (2) years after leaving employment with or ceasing services to PREPA.

- M. Termination: PREPA shall have the right to terminate this Agreement with thirty (30) days prior written notice to FEP. Moreover, PREPA shall have the right to terminate this Agreement immediately in the event of negligence, dereliction of duties or noncompliance by FEP.
- N. Consequences of Non-Compliance: FEP expressly agrees that the conditions outlined throughout this Section are essential requirements of this Agreement. 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 the PREPA to render this Agreement null and void, and FEP shall reimburse the PREPA all moneys received under this Agreement.
5. The Parties agreed an Outside Advisors Expenses and Resources Guidelines that become part of this amendment as Exhibit A.
6. The Parties are in the process of negotiating the extension of the Agreement for Fiscal Year 2018-19. In order to complete this procedure without adversely affecting or interrupting the services provided by FEP, the Parties agree to extend the Agreement for an additional 31 days, until July 31, 2018. The Parties also agree that the services provided by FEP until June 30, 2018 will be charged to the budget of the contract for the Fiscal Year 2018 and the services provided as of July 1, 2018 will be charged to the budget of the Agreement agreed by the Parties for Fiscal Year 2018-2019. This thirty-one day extension does not affect or change the scope of work nor the budget
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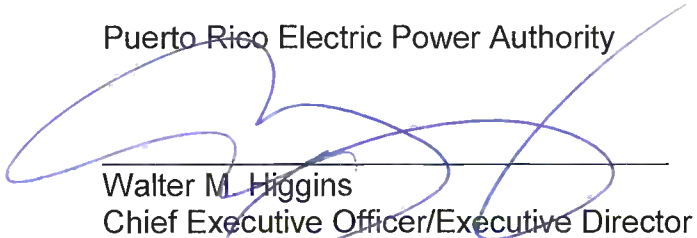
assigned to the Agreement for Fiscal Year 2018. This extension does not affect the approval made by OMB and FOMB. -----

7. All other terms and conditions, established in the Agreement remain unaltered and fully enforceable.-----

This is the agreement between the appearing Parties under this Second Amendment and so is hereby ratified.-----

In WITNESS THEREOF, the Parties hereto have agreed to execute this Second Amendment in San Juan, Puerto Rico, on this 18 day of June, 2018.-----

Puerto Rico Electric Power Authority



Walter M. Higgins
Chief Executive Officer/Executive Director
EIN:

Filsinger Energy Partners, Inc.



Todd W. Filsinger
Senior Managing Director
EIN:

PUERTO RICO ELECTRIC POWER AUTHORITY

OUTSIDE CONSULTANTS/ADVISORS GUIDELINES

The purpose of these guidelines is to establish our mutual understanding and agreement as to our expectations with respect to your companies' representation of PREPA.

The scope of your engagement, your billable rate, and other case-or matter-specific information should be set forth by separate cover. However, to the extent that an engagement letter or contract/agreement has been executed previously, contemporaneously with, or subsequent to your receipt of these guidelines, these guidelines will govern in the event of any inconsistency or ambiguity with the engagement letter or contract/agreement.

Scope

These guidelines are applicable to all matters referred to Consultant, absent express agreement or instructions from PREPA to the contrary. A copy of these guidelines should be provided to all employees assigned to work in PREPA's matters before work begins.

PREPA is committed to making effective use of consultant's/advisor's resources. *These guidelines are directed to all outside consultants/advisors to help us achieve high quality, efficient services that produces effective results for a reasonable economic value to PREPA.* PREPA needs the cooperation and best efforts of outside consultants/advisors to achieve this objective, and evaluation of outside consultants/advisors will be based on your success in helping PREPA achieve this objective. Therefore, we expect outside consultants/advisors to consistently examine PREPA's matters in order to determine whether particular expenditures of time or money are truly necessary to reach our intended objective.

Staffing

You and your PREPA's contact should discuss the staffing of a matter at its outset. Ultimately, staffing is PREPA's decision, and your PREPA's contact will provide input and review staffing to insure that it is optimal to achieve our objective. Additions or changes to staffing are not to be made without PREPA's prior agreement.

Effective control and management of PREPA's matters requires the most efficient and effective use of all available resources. We expect work of the highest quality at reasonable costs.

To promote effective utilization of time and skills, we request that you make every effort to provide for continuity in staffing and to assign the appropriate level of talent to our matters. Therefore, we expect that you will avoid: overstaffing the matter, shifting personnel assigned to the matter except when absolutely necessary; holding inessential internal "conferences" about the matter; and handling specific tasks through persons who are either over-qualified or under-qualified.

Management

We require that prompt matter management plans and budgets be made at the request of your PREPA's contact. We would appreciate your responsiveness to considerations of cost effectiveness in making your estimates and evaluations. A matter management plan should include, at a minimum, (a) an outline of the various phases of the project, (b) a timetable associated with them, (c) the person primarily responsible for conducting each activity, and (d) a forecast of the hours, fees, and expenses associated with each phase. We expect you to review these matter management plans and budgets at least every quarter, and after the occurrence of a significant event, to re-assess strategy and status. PREPA recognizes that revisions to matter management plans and budgets may be necessary from time to time, since actions are not always predictable or there may be unanticipated issues and problems during the course of a project.

Weekly Work Plan

For each week, the Consultant/Advisor will present a table that will include the specific projects or tasks that will be working, including the personnel assigned to each task, and the dates on which the personnel will be traveling to and from Puerto Rico. Should any matter arise that is not foreseeable, the Consultant/Advisor will notify your PREPA's contact and include the updated information on next week's work plan.

Fees

PREPA expects to be charged a reasonable fee for all services rendered, and encourages outside consultants/advisors to be creative in proposing alternative fee arrangements where appropriate. In a traditional hourly arrangement, however, the baseline for determining a reasonable fee should be the time appropriately and productively devoted to the matter, in essence, the "real" value of the services provided. We also expect you to scrutinize and reduce billed time in situations involving: (a) internal conferences or consultations between members of the consultant/advisor; (b) research on basic or general principles; (c) assignments to inexperienced resources; or (d) work that is unnecessary or redundant or which should be shared with other clients.

PREPA should not be billed for (a) time spent in processing conflict searches, preparing billing statements, or in responding to our inquiries concerning your invoices; or (b) travel time during which you are billing another client for work performed while traveling. Moreover, we require that only professional services be billed. Accordingly, PREPA should not be billed for the administrative tasks of creating, organizing, reviewing and/or updating files; routine or periodic status reports; receiving, reviewing, and/or distributing mail; faxing or copying documents; checking electronic mail or converting information to disk.

PREPA will only pay the Consultant/Advisors up to a maximum of 12 working hours daily.

Expenses/Disbursements

PREPA will reimburse you for your actual costs and expenses related to matters assigned to you and for necessary and reasonable out-of-pocket disbursements, subject to the limitations and exceptions set forth below. Consultant/Advisor is expected to have a system in place that ensures those who bill time and disbursements to PREPA matters do so promptly and accurately.

PREPA will not reimburse you for: (a) costs included in a 'miscellaneous' or 'other' category of charges; (b) overhead costs and expenses-such as those relating to fees for time or overtime expended by support staff (secretaries, administrative/clerical personnel, internal messengers, and other similar services), word processing and/or proofreading, cost of supplies or equipment, and/or other similar costs of doing business; (f) time spent attending education seminars or training programs; or (h) mark-ups or surcharges on any cost or expense. In addition, if communications are sent to PREPA through the use of more than one medium, PREPA does not expect to pay for the cost of both communications. For instance, if a piece of correspondence is sent to PREPA by email, we do not expect to pay for the cost of that same correspondence if it is also sent via regular or expedited mail.

PREPA will reimburse consultants/advisors for separately itemized expenses and disbursements in the following categories:

- Messenger/courier service – PREPA will reimburse actual charges billed to your firm for deliveries (including overnight deliveries) where this level of service is required because of time constraints imposed by PREPA or because of the need for reliability given the nature of the items being transported. Appropriate summaries of messenger/courier expenses must reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation. We do not expect all documents to be hand delivered or sent by overnight express; indeed, we do expect that decisions about modes of delivery, from by-hand messenger to electronic transmission, will be made with due regard for need, economy, and good sense.
- Travel – PREPA will reimburse actual charges for transportation and hotels reasonable and necessary for effective services to PREPA. PREPA will not pay for any first-class or business-class travel. Summaries of transportation expenses should reflect the identity of the user, the date and amount of each specific cost, and the points of travel. Summaries of lodging and meals expenses should include the identity of the person making the expenditure, the date and amount, and the nature of the expenditure. PREPA expects you to be reasonable and prudent both in selecting hotels and restaurants, if applicable, for which we are to be charged and in distinguishing between personal expenses and properly chargeable business expenses.

Travel expenses reimbursement applies for personnel providing the services to PREPA, travel expenses for family members or guests are not chargeable to PREPA or reimbursable.

Air Travel: The cost of air travel will be reimbursed up to an amount of \$650 per person per flight (including: seat assignment, applicable taxes, and other applicable fees). The Consultant shall submit a copy of the original airline ticket or paid invoice. Airfare may only be invoiced following completion of travel.

PREPA will pay up to two roundtrip airfares per month to Consultant/Advisor to their place of residence. Airfare necessary to attend PREPA's official business will be pay by PREPA according to these guidelines.

Consultant/Advisor shall buy and economic class ticket or equivalent, then if desired, he/she

may upgrade, but PREPA will only pay the amount corresponding to the economy class or equivalent airfare.

Baggage fees will not be reimbursed.

Maximum Per Diem Rates (no proof of payment will be required):

- Meals: \$57 per person for each traveling day for persons working “on-site” at PREPA.
 - Lodging (standard not smoking room): \$250 per person, per night not including government fees and taxes. The Consultant will use the most economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals). For travel period longer than five days, temporary rentals shall be coordinated when this temporary rental is less expensive than hotel accommodation, and evidence of said temporary rental shall be provided.
 - Ground Transportation: \$20 per person, per working day. If a car is rented for the services to be provided, a fixed amount of \$25 per day will be reimbursed for parking expenses, upon presentation of evidence of the car rental (no proof of payment will be required).
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- Reimbursable expenses shall not exceed six percent (6%) of the Contract amount in one year and will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses.
 - Photocopying/printing – PREPA will reimburse actual charges for outside binding, and printing services and costs of outside photocopying services, which are not to exceed the actual five (5) cents per page for black and white copies, and twenty-five (25) cents per page for color copies. Summaries of expenditures for copying should reflect both the number of copies made and the cost per copy.
 - Third-Party Services – The approval of PREPA must be obtained in writing prior to retaining any third-party services. You are responsible for ensuring that there are no conflicts of interest between any third party and PREPA or between any third party clients and PREPA. In addition, all arrangements with third-party vendors should include an appropriate undertaking of confidentiality and dataprivacy. Invoices from third-party vendors should be paid directly by Consultant/Advisors, incorporated into your invoice to PREPA and should include appropriate detail. Copies of third-party invoices may be requested by PREPA and should be retained in accordance with PREPA’s guidelines.

PREPA reserves the right to question the charges on any bill (even after payment) and to obtain a discount or refund of those charges that are disputed. At PREPA’s request, copies of bills and records reflecting reimbursable expenses must be provided to PREPA.

Billing Statements

PREPA and outside Consultant/Advisor must agree at the outset on the hourly rates for each person in the firm who will bill on a particular project or matter. PREPA expects to be charged at no more than the consultant/advisor’s hourly rate for employees assigned to its projects or matters. Hourly rate increases and/or fee arrangement increases will not be allowed or reimbursed unless first approved by PREPA.

A detailed statement of your services to PREPA should be submitted on a monthly basis, within twenty (20) days after the last business day of the month in which the services were rendered, regardless of the type of fee arrangement that has been negotiated. Invoices payable by PREPA will be paid within thirty (30) days of receipt. Except as it pertains to matters on Title III that will be paid within fourteen (14) calendar days after the approval of the Title III fee examiner's approval. To the extent PREPA exceeds the 14 days the labor discount will no longer apply. Notwithstanding, the Consultant/Advisor shall submit the invoices to PREPA, concurrently to the Title III fee examiner submittal. PREPA will not honor invoices that have been outstanding for services provided more than three (3) months before an invoice is received, as it is nearly impossible for such an invoice to be accurately reviewed and approved after such time has passed.

All invoices, must be prepared within the following framework. We cannot process invoices that do not include the items below. Please include in each invoice:

1. A brief description of the project or task to which the services relate.
2. A full chronological description of the services performed during the statement period, the name of the professional who performed such services and the hourly rates and the number of hours spent (by date) for each professional.
3. Reasonable detail of the reimbursable expenses and disbursements made on behalf of PREPA during the statement period.
4. Fees, disbursements and total charges during the statement period, fiscal year-to-date and since the commencement of the matter.
5. If reimbursement for third party services is to be made, a copy of the relevant third party invoice must be attached.
6. The name of PREPA's official that requested your services.
7. In the case of Title III consultants the fee statements suffice for the items above.

Please show clearly on the invoice the total current bill (without regard to prior balances). Prior balances or payment history should be shown separately, if at all, by invoice number, invoice date, and amount.

Media Relations

Any and all media inquiries regarding PREPA matter must be immediately referred to PREPA for review and response. Outside Consultant/Advisor may not make any statement to the media pertaining to matters related to PREPA or service performed on its behalf.



APPENDIX A

Schedule of Filsinger Energy Partners Professionals who may be Assigned to this Matter
Updated: June 2018

Professional	Title
Todd W. Filsinger	Senior Managing Director
Gary Germeroth	Managing Director
Stephen Kopenitz	Managing Director
Paul Harmon	Managing Director
Dave Andrus	Director
Norm Spence	Director
Robert Monday	Director
Timothy Wang	Director
A. Scott Davis	Director
Mike Green	Director
Nathan Pollak	Director
Rusty Evans	Director
Don Chambless	Managing Consultant
Laura Hatanaka	Managing Consultant
Mashiur Bhuiyan	Managing Consultant
Samuel Schreiber	Managing Consultant
Jill Kawakami	Managing Consultant
Matt Lee	Managing Consultant
Chad Balken	Managing Consultant
Marcus Klintmalm	Managing Consultant
Emilie Kelly	Managing Consultant
Pamela Morin	Consultant
Allison Horn	Consultant
Janalee Chmel	Consultant
Kyle Chamberlain	Analyst
McGlynn Nickel	Analyst