

EXECUTION

PROFESSIONAL SERVICES AGREEMENT

by and between

THE PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY

and

CLEARY GOTTlieb STEEN & HAMILTON LLP

Dated as of September 10, 2018

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") for legal advisory and consulting services is made and entered into as of this 10th day of September, 2018, by and between **THE PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY**, a public corporation of the Government of Puerto Rico, established and authorized to enter into this Agreement by Act No. 29-2009, as amended, and represented herein by its Executive Director, Omar J. Marrero Díaz, of legal age, attorney, married, and resident of San Juan, Puerto Rico (the "Authority") and **CLEARY GOTTLIEB STEEN & HAMILTON LLP**, a limited liability partnership, incorporated under the laws of the state of New York, United States of America, represented herein by its Member, Richard J. Cooper, of legal age, married, attorney, and resident of the state of New York (the "Consultant"), authorized to execute this Agreement on behalf of the Consultant pursuant to that certain Certificate of Registration of Cleary Gottlieb Steen & Hamilton LLP dated December 16, 2004 filed with the New York State Department of State, Division of Corporations, State Records & UCC, and together with the Authority, the "Parties".

RECITALS

WHEREAS, the Authority, by virtue of the powers conferred to it under the Public-Private Partnerships Act, Act No. 29 of June 8, 2009, as amended ("Act 29"), is authorized to engage professional, technical and consulting services that are necessary and convenient to the activities, projects, and operations of the Authority.

WHEREAS, on July 13, 2018, the Consultant submitted to the Authority a proposal for professional legal advisory and consulting services (the "Proposal") in connection with the Puerto Rico Electric Power Authority ("PREPA") Transactions contemplated under the Puerto Rico Electric System Transformation Act, Act No. 120-2018, as amended or supplemented from time to time ("Act 120"), attached hereto as **Appendix A** and made a part of this Agreement.

WHEREAS, after considering the Proposal, the Authority wishes to engage the Consultant to act as advisor to the Authority and the Government of Puerto Rico and provide legal advisory and consulting services in relation to the PREPA Transactions contemplated under Act 120.

WHEREAS, the Consultant is willing to provide such services.

WHEREAS, the Authority is authorized to enter into this Agreement pursuant to Resolution No. 2018-57 and Resolution No. 2018-58 approved by the Board of Directors of the Authority on August 21, 2018 and September 6, 2018, respectively.

NOW, THEREFORE, the Authority and the Consultant agree to enter into this Agreement under the following:



TERMS AND CONDITIONS

**ARTICLE I
PURPOSE OF AGREEMENT; TERM**

Section 1.1 Purpose of Agreement. The Authority engages the Consultant to provide legal advisory services to the Authority in all matters related to the PREPA Transactions under Act 120, as detailed in the Proposal. In the event that the Authority desires to engage the Consultant to advise the Authority in any other matter that is not related to the PREPA Transactions or within the scope of the Proposal, the Parties shall negotiate in good faith a separate agreement or an amendment hereto with respect to such mandate.

Section 1.2. Term. This Agreement shall be in effect from the date of its execution until June 30, 2019 (the "Expiration Date"), provided that the Expiration Date may be extended by amendment executed in writing by both Parties.

**ARTICLE II
SCOPE OF SERVICES; ADVICE AND RECOMMENDATIONS; SUBCONTRACTING**

Section 2.1 Scope of Services. Subject to the terms and conditions of this Agreement, the Consultant's services shall be consistent with the provision of the deliverables, tasks and services described in the Proposal and such other tasks that are related to the PREPA Transactions delegated to it by the Authority and within the capabilities of the Consultant.

Section 2.2. Advice and Recommendations. The services to be provided under this Agreement may include advice and recommendations for the benefit of the Authority and/or the Government of Puerto Rico, but the Consultant will not make any decisions on behalf of the Authority or the Government of Puerto Rico in connection with the implementation of such advice and recommendations.

Section 2.3 Subcontracting. The Consultant shall not subcontract the services under this Agreement, or contract third-party experts or other persons to render the services under this Agreement, without prior written authorization from the Authority. A request to hire another service consultant shall specify the matters in which the sub-contracted consultant would take part.

**ARTICLE III
COMPENSATION; INVOICES; OUT OF POCKET EXPENSES**

Section 3.1 Professional Fees.

(a) The Authority shall compensate the Consultant for the actual time incurred in delivering the services and completing the tasks, assignments and deliverables set forth in **Appendix A** and such other tasks set forth in Section 2.1 delegated to it by the Authority and within the capabilities of the Consultant, at the applicable hourly rates listed in the Rate Table set forth below in this Section 3.1.

(b) In relation to the payment of fees owed to the Consultant under this Agreement, the Authority shall pay a fixed monthly fee of THREE HUNDRED FIFTY THOUSAND DOLLARS PER MONTH (\$350,000) (the "Fixed Monthly Fee") on the fifteenth (15th) day of each calendar month.

- (1) To the extent the actual professional fees incurred pursuant to this Agreement during any given month (the "Actual Monthly Incurred Fees") exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) in any given month (the "Excess Incurred Fees"), the Authority shall pay the Excess Incurred Fees (the "Additional Fee Amount") in accordance with Section 3.2(f).
- (2) To the extent the Actual Monthly Incurred Fees during any given month are more than the Fixed Monthly Fee but less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000), then the Consultant shall invoice those amounts (the "Monthly Incremental Fees") to the Authority but the Authority shall not be obligated to pay the Monthly Incremental Fees until the earlier of (i) the amendment, expiration or termination of this Agreement, (ii) the entry into an agreement with a counterparty to implement the PREPA Transactions and (iii) the receipt of proceeds by the Authority or another agency of the Government of Puerto Rico from a counterparty or other funding source in connection with the implementation of the PREPA Transactions (any such event, a "Payment Event").
- (3) Notwithstanding clauses (1) and (2) above, if and to the extent that the Actual Monthly Incurred Fees during any given month are less than the Fixed Monthly Fee, then the Consultant shall reduce the outstanding balance of the Monthly Incremental Fees by the amount of such difference (such difference, the "Paid Excess Reduction") and the amount shall be deemed paid by the Authority in the month that such reduction is made.
- (4) Each month the Consultant shall provide a statement to the Authority that indicates:
 - i. The Actual Monthly Incurred Fees for such month;
 - ii. The Excess Incurred Fees, if any, on both a monthly and cumulative basis;
 - iii. The Monthly Incremental Fees, if any, on both a monthly and cumulative basis;
 - iv. The Paid Excess Reduction, if any, on both a monthly and cumulative basis;
 - v. The outstanding balance on a cumulative basis of any and all fees accrued or owing to the Consultant, including: (x) the Fixed Monthly Fee for such month and any unpaid Fixed Monthly Fees from prior



months; (y) any Additional Fee Amounts, including any Additional Fee Amounts owing from prior months; and (z) the Monthly Incremental Fees, noting any reductions in such amounts by reason of clause (3) above; and

vi. The Consultant's out of pocket expenses reimbursable by the Authority in accordance with Section 3.2 below.

(c) Upon the occurrence of a Payment Event, if the aggregate fees actually paid or payable by the Authority exceed the aggregate Actual Monthly Incurred Fees, the Consultant shall reimburse the Authority in an amount equal to such excess amount.

(d) The total amount to be paid by the Authority in relation to the services rendered under this Agreement shall not exceed FOUR MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$4,750,000), including reimbursable expenses. The Consultant will submit monthly invoices to the Authority within thirty (30) days of performing the services being provided, which shall include a detailed description of the services rendered by the Consultant. Each invoice shall include itemized details of the services rendered and the time spent on each matter, with entries for fractions of an hour based on tenths of an hour (.10). Each invoice must be duly certified by an authorized representative of the Consultant. The Authority will not honor invoices submitted after one hundred twenty (120) days of services having been rendered. The Consultant accepts and agrees to this requirement, and understands that if it does not comply accordingly, it waives its right to payment for rendered services covered by such invoices. The Authority reserves the right to review the invoices and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment.

(e) Each invoice must include a written certification stating that no officer or employee of the Authority will derive or obtain any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices which do not include this certification will not be paid. This certification must read as follows:

"We certify under penalty of nullity that no public servant of the Puerto Rico Public-Private Partnerships Authority will derive or obtain any benefit or profit of any kind from the contractual relationship which is the basis of this invoice. If such benefit or profit exists, the required waiver has been obtained prior to entering into the Agreement. The only consideration to be received in exchange for the delivery of goods or for services provided is the agreed-upon price that has been negotiated with an authorized representative of the Puerto Rico Public-Private Partnerships Authority. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received in respect thereof."

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(f) All invoices shall be signed and mailed or physically delivered to the attention of:

Puerto Rico Public-Private Partnerships Authority

POSTAL ADDRESS

PO Box 42001
San Juan, PR 00940-2001

PHYSICAL ADDRESS

De Diego Avenue No. 100
Roberto Sánchez Vilella Government Center
Central Building Floor 3
Santurce, PR 00907-2345

(g) The Consultant agrees to submit checking account transfer data to the Authority in order to facilitate future payments by means of electronic transfers. Payment to Consultant will be based on the applicable hourly rates listed in the Rate Table below for actual time incurred in the performance of the services set forth in Section 2.1.

Lawyer/Level	Rate (USD)
Partners	\$897 - \$1,224
Counsel	\$829 - \$1,020
Senior Attorneys	\$808 - \$944
Associates	\$472 - \$795
Paralegals	\$259 - \$349

Section 3.2 Travel and Out of Pocket Expenses

(a) The Authority will reimburse the Consultant on a monthly basis for out of pocket expenses directly related to the services rendered under this Agreement, including, but not limited to, travel and lodging, filing fees, taxi fares, delivery expenses, and services such as overnight mail, courier and messenger charges.

(b) Any expense for which a reimbursement is requested shall be reasonable and necessary, and any expenses exceeding FIVE THOUSAND DOLLARS (\$5,000.00) individually shall be authorized in writing and in advance by the Authority. The Authority will not reimburse expenses which do not comply with this provision. Under no circumstances will expenses for alcoholic beverages be reimbursed. All payments hereunder shall be for actual expenses incurred, shall be billed at cost and shall not exceed the amount set forth in Section 3.2(d) below.

(c) Any petition for reimbursement of expenses must be accompanied by the corresponding invoice or receipt and shall specify the relation of the expense to the services rendered. All reimbursements shall be for actual expenses incurred and shall be billed at cost.

(d) The total amount of expenses reimbursable pursuant to this section during the term of this Agreement shall not exceed five percent (5%), in the aggregate, of the total compensation amount under this Agreement, provided that the Consultant may exceed such amount with the prior written authorization of the Executive Director or the Authority or any authorized representative (which consent shall not be unreasonably withheld or delayed).



(e) In order for the Authority to reimburse travel and lodging costs, they shall be authorized in writing and in advance by the Authority. For travel to places other than Puerto Rico, the Authority will notify and reimburse the Consultant the daily meals and lodging allowances applicable to the place of travel, which shall be those published by the U.S. General Services Administration and the Defense Travel Management Office of the Department of Defense. For travel to Puerto Rico, the Authority will reimburse a maximum of amount of \$195 per night for lodging expenses, and will pay a daily per diem amount of \$58 for meals (no receipt will be required for payment of this per diem), provided, however, that if the Consultant cannot find lodging with rates under the maximum amount, the Consultant will request authorization from the Authority to exceed that maximum amount as part of the advanced travel and lodging authorization required under this Agreement. Reimbursement for air travel expenses is restricted to the lowest economy class or coach fares available to the place of travel. In the event a scheduled trip is cancelled for reasons not attributable to the Consultant, the Authority will assume the cost of any penalty. The Authority shall not pay for travel time, except if specific services are rendered during travel time. Payment for travel time shall be made only if the invoice details the services rendered and the time billed on each matter, as required in this Agreement.

(f) The Authority shall review the invoices contemplated by this Section 3.2 and if they are in compliance with the requirements set forth in this Agreement, the Authority shall use commercially reasonable efforts to approve each invoice within forty-five (45) days of receipt.

ARTICLE IV INFORMATION; CONFIDENTIALITY

Section 4.1. Information Provided by the Consultant. No information or advice provided or materials prepared by the Consultant as a result of its activities hereunder may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to a third party outside of the Executive Branch (other than, on a confidential, non-reliance, need to know basis, to the Authority's employees, advisors, counsel and other representatives) without the Consultant's prior written consent, unless compelled by law or court order. In addition, the Authority agrees that any reference to the Consultant in any press release or communication is subject to the Consultant's prior written approval, which may be given or withheld in its reasonable discretion, for each such reference. Notwithstanding the foregoing, the Consultant agrees that the restrictions set forth by this Section 4.1 shall be effective solely during the Term of this Agreement, and once the Term has ended, either due to successful completion, expiration or termination or cancellation by the Authority, such information or materials may be disclosed at the Authority's discretion.

Section 4.2. Confidential Information.

(a) The Consultant acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to the Authority, as well as to the Government of Puerto Rico, its agencies, corporations or municipalities, now or hereafter provided to the Consultant (the "Confidential Information").

(b) The Consultant and its Representatives (as defined below) shall keep in confidence

in accordance with the terms of this Agreement all such Confidential Information and shall not, except as otherwise set forth herein, make public or disclose any of said information without the previous written consent of the Authority. The Consultant and its Representatives may use the Confidential Information in connection with providing the services contemplated by this Agreement. The term Confidential Information shall not include information which (i) is previously known to the Consultant and/or its Representatives, (ii) is available to the public prior to the time of disclosure hereunder, (iii) subsequent to the time of disclosure hereunder, becomes available to the public other than as a result of a breach of this Agreement by the Consultant, (iv) subsequent to the time of disclosure hereunder becomes available to the Consultant or its Representatives by a third party who, to the knowledge of the Consultant, is under no obligation to keep the information confidential, (v) is independently developed by the Consultant without reference to the Confidential Information or (vi) is approved for disclosure or release by the Authority.

(c) Notwithstanding the above, the Consultant and/or its Representatives, as applicable, may disclose Confidential Information to (a) its affiliates and approved subcontractors and their respective directors, officers, employees, agents, consultants, advisors and/or representatives (such individuals receiving Confidential Information hereunder, collectively, the "Representatives") who need to know such Confidential Information to fulfill the purposes of this Agreement, provided that such persons shall have been advised of the confidential nature of such materials and information and the Consultant shall direct them to treat as confidential such information and to return all materials to the Consultant upon request; provided, that the Consultant shall be responsible for any breach of this Agreement by its Representatives except to the extent that such Representative is party to a separate non-disclosure agreement with the Authority and (b) pursuant to a request or requirement by law, regulation or governmental, regulatory or self-regulatory authority or legal process (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to provide such Confidential Information.

(d) The Consultant will not disclose, without the prior written approval of the Authority, that the Authority is a client of the Consultant, nor will the Consultant disclose any Confidential Information relating to the work that the Consultant performs under this Agreement, except in each case as contemplated under this Agreement.

(e) The Consultant will promptly, upon the written request of the Authority, deliver to the Authority, or at the Authority's election, destroy all Confidential Information; provided, however, that the Consultant and its Representatives may (i) retain copies of Confidential Information, subject to the confidentiality terms of this Agreement, in accordance with their respective internal record retention policies for legal, compliance or regulatory purposes or to establish the rights of the Consultant and its Representatives under this Agreement and (ii) retain its own work products as long as it maintains the confidentiality of such Confidential Information as otherwise provided in this Agreement.

(f) This provision shall survive the termination or expiration of this Agreement.



**ARTICLE V
BREACH; TERMINATION**

Section 5.1 Breach of Contract Terms. Any violation or breach of terms of this Agreement on the part of the Consultant or the Consultant's subcontractors, if any, may result in the suspension or termination of this Agreement or such other action, including the recovery of damages that may be necessary to enforce the rights of the Authority. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 5.2 Termination with or Without Cause. Notwithstanding any provision to the contrary in this Agreement, the Authority shall have the right to terminate this Agreement without cause by providing the Consultant thirty (30) days' notice by registered mail, return receipt requested, or overnight express mail. Any provisions of this Agreement which expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the Parties. The Authority shall also have the right to terminate this Agreement immediately, without prior notice, if the Consultant incurs in negligence, abandonment of its obligations and/or breach of the terms of the Agreement. The Consultant may terminate this Agreement if it determines any part of the services rendered hereunder would be in conflict with law or professional standards or by providing the Authority forty-five (45) days' notice if any outstanding and undisputed invoice remains unpaid in accordance with the terms of this Agreement.


Section 5.3 Termination by the Office of the Governor's Chief of Staff. The Office of the Governor of Puerto Rico's Chief of Staff has the authority to terminate this Agreement at any time on behalf of the Authority.

Section 5.4 Upon any termination or expiration of this Agreement, the Authority shall promptly pay the Consultant any accrued but unpaid fees hereunder, and shall reimburse the Consultant for any unreimbursed expenses that are reimbursable hereunder.

Section 5.5 Upon any termination or expiration of this Agreement, the rights and obligations of the Parties shall terminate, except for the rights and obligations that shall survive the termination or expiration of this Agreement.

**ARTICLE VI
INSURANCE**

Section 6.1. Insurance.

 (a) The Consultant represents that as of the date of execution of this Agreement, it maintains professional liability insurance to provide for errors, omissions and negligent acts that may arise from the services rendered under this Agreement in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00), subject to applicable ceiling and deductibles.

(b) The Consultant also represents that it maintains Commercial General Liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00), subject to

applicable ceiling and deductibles. It shall be the Consultant's obligation to submit to the Authority the corresponding certifications from its insurance company evidencing such coverages.

(c) The Consultant acknowledges that compliance with these obligations is a prerequisite for the Authority to issue the first payment for services rendered under this Agreement.


ARTICLE VII APPLICABLE LAWS OF PUERTO RICO

Section 7.1. Interagency Services Clause. Both Parties acknowledge and agree that the contracted services may be provided to any entity of the Executive Branch with which the Authority subscribes an interagency agreement or by direct disposition of the Office of the Chief of Staff of the Governor of Puerto Rico. These services will be provided under the same terms and conditions regarding work hours and/or compensation as set forth in this Agreement. For purposes of this section, the term "entity of the Executive Branch" includes all agencies of the Government of Puerto Rico, as well as its instrumentalities, public corporations and the Governor's Office.

Section 7.2. Source of Funds. The Authority certifies that the funds for the payment related to the services rendered under this Agreement come from budgetary allocations. All disbursements for such payments shall be made from the Puerto Rico Public Private Partnerships Authority's account number _____ for legal services.

Section 7.3. Professional Ethics Rules. The Consultant acknowledges and accepts that, to the extent applicable, it is knowledgeable regarding the rules of ethics of its profession and assume responsibility for its own actions. The Consultant also acknowledges that in executing its professional services pursuant to this Agreement it has the obligation to exhibit complete loyalty towards the Authority, including having no adverse interest to this government entity. Adverse interest includes representing clients who have interests contrary to the Authority's, but does not include rendering services that are unrelated to this engagement. This duty includes the continued obligation to disclose to the Authority, when permitted under the applicable rules of professional conduct, all circumstances of its relationships with clients and third persons adverse to the Authority, and any adverse interest which would influence the Consultant when executing the Agreement or while it is in effect. The Authority acknowledges the Consultant is a large global law firm having multiple financial institutions and investors as clients, and with or without the Consultant's knowledge, any of such clients may from time to time acquire, hold or trade interests adverse to the Authority, or its subsidiaries or affiliates. The Consultant's representations of those clients in unrelated matters shall not be deemed conflicts or influences on the Consultant within the meaning of this Agreement. This conduct by one of the Consultant's partners, members, directors, executives, officers, associates, clerks or employees shall be imputed to the Consultant for purposes of this prohibition. The Consultant shall endeavor to avoid even the appearance of the existence of a conflict of interest that has not otherwise been waived.


Section 7.4. Anti-Corruption Provisions.


(a) The Consultant certifies that it has received a copy of and agrees to comply with Act No. 2-2018, known as the Anti-Corruption Code for the New Puerto Rico ("Act No. 2-2018"),

and with the Puerto Rico Government Ethics Law of 2011, Act No. 1-2012, as amended (“Act No. 1-2012”).

(b) The Consultant shall furnish a sworn statement to the effect that neither the Consultant nor any of its members or partners, or any person performing equivalent functions for the Consultant, has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act No. 8-2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (“Act No. 8-2017”), or any of the crimes included in Act No. 2-2018.

(c) The Consultant hereby certifies that it has not been convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, for any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, as amended, known as the Puerto Rico Penal Code (“Act No. 146-2012”), any of the crimes typified in Act No. 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 No. 8-2017.

(d) The Authority shall have the right to terminate this Agreement in the event the Consultant is convicted in Puerto Rico or United States Federal Court under Articles 4.2, 4.3 or 5.7 of Act No. 1-2012, any of the crimes listed in Articles 250 through 266 of Act No. 146-2012, any of the crimes typified in Act No. 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 No. 8-2017.

(e) It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the Authority to terminate this Agreement immediately, without prior notice, and the Consultant will have to reimburse the Authority any amount of money received under this Agreement.

(f) If the status of the Consultant or any of its members or partners with regards to the charges previously mentioned in Section 7.4(b) above should change at any time during the term of the Agreement, the Consultant shall notify in writing to the Authority immediately after the Consultant’s managing partner acquires knowledge thereof. The failure to comply with this responsibility constitutes a violation of this Clause, and shall result in the remedies mentioned previously.

Section 7.5. Improvement of Family Assistance and Support for the Elderly. The Consultant also certifies and warrants that it is in compliance with Act No. 168-2000, as amended, known as the “Act for the Improvement of Family Assistance and for the Support of the Elderly.” In the event the Consultant is under a court or administrative order directing it to provide financial support or to fulfill any obligation under the mentioned Act, the Consultant further certifies and warrants that it is in compliance with said obligations. It is expressly acknowledged that this certification is an essential condition of this Agreement. If the certification is not correct in its entirety or in any of its parts at the time it was made, it shall constitute sufficient cause for the

Authority to terminate the Agreement immediately, without prior notice to the Consultant.

Section 7.6. Conflicts of Interests.

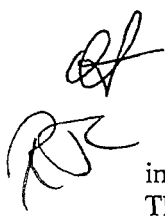
(a) Both Parties hereby declare that, to the best of their knowledge, as of the date hereof, no public officer or employee of the Government of Puerto Rico, or any of its agencies, instrumentalities, public corporations or municipalities or employee of the Legislative or Judicial branches of the Government has any direct or indirect interest in the present Agreement. The Consultant certifies that neither it, nor any of its directors, executives, officers or employees, offered or paid, directly or indirectly, any commissions, referrals, contracts, or any other consideration having an economic value, to a third party as a condition for obtaining this Agreement or to influence in any way its execution. In addition, the Consultant certifies that it shall not pay any commissions, make any referrals, execute any contracts, or provide any other consideration having an economic value, to a third party for the services to be rendered under this Agreement, except for any subcontracts authorized by the Authority in accordance with the provisions established herein.

(b) The Consultant certifies that none of its partners, directors, executives, officers and employees receives salary or any kind of compensation for the delivery of regular services by appointment (or otherwise) in any agency, instrumentality, public corporation, or municipality of the Government of Puerto Rico.

(c) The Consultant certifies that, at the time of the execution of this Agreement, it does not have nor, to its knowledge, does it represent anyone who has interests that are in conflict with the Authority. If such conflicting interests arise after the execution of this Agreement, the Consultant shall, to the extent consistent with its obligations to other clients, notify the Authority during a period of five (5) business day from the day the Consultant learned of such conflict of interest, to determine the actions needed to resolve such potential conflict.

(d) The Consultant certifies that at the time of execution of this Agreement it has the following contracts with other agencies, public corporations, municipalities, and/or instrumentalities of the Government of Puerto Rico, as listed below, and that the performance of the services rendered thereunder does not conflict with the terms and conditions set forth in this Agreement:

- (1) Agreement for Professional Services (2019-BGF015), between the Consultant and the Government Development Bank for Puerto Rico, dated as of July 31, 2018.

 **Section 7.7. Required Certifications.**

(a) The Consultant represents that at the execution of this Agreement, it has submitted income tax returns in Puerto Rico (if required by applicable law) during the past five (5) years. The Consultant also represents that it does not have outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes, unemployment insurance premiums, workers' compensation payments or Social Security for chauffeurs in Puerto Rico and the

Administration for the Sustenance of Minors (known by its Spanish acronym as “ASUME”).

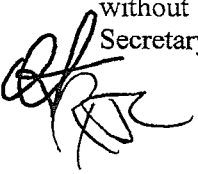
(b) The Consultant has provided the Authority with a certificate of registration and a Good Standing Certificate issued by the New York State Department of State, if required by the Authority.

(c) It is expressly acknowledged that the certifications provided by the Consultant, pursuant to this Section 7.7, are essential conditions of this Agreement, and if these certifications are incorrect at the time provided, the Authority shall have sufficient cause to terminate this Agreement immediately, without prior notice to the Consultant.

(d) For purposes of this Agreement, tax debt shall mean any debt that the Consultant, or other parties which the Authority authorizes the Consultant to subcontract, may have with the Government of Puerto Rico for income taxes, real or chattel property taxes, including any special taxes levied, license rights, tax withholdings for payment of salaries and professional services, taxes for payment of interest, dividends and income to individuals, corporations and non-resident accounting firms, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers’ compensation payments, Social Security for chauffeurs and ASUME.

(e) The Consultant shall also be responsible for providing the Authority with the certifications required under this clause from any professional or technical consultant subcontracted by the Consultant and authorized by the Authority that dedicates twenty-five percent (25%) or more of his or her or its time to provide advisory services related to the Agreement. Such subcontractors shall be considered subcontractors for the purposes of this Clause. Notwithstanding anything herein to the contrary, the Consultant shall have the right to rely conclusively on the aforementioned certifications from government agencies in making the representations in this Clause.

Section 7.8. Withholdings. The Consultant is an independent contractor and, as such, shall be responsible for the payment of all of its income taxes, its subcontractors, and its individual and employers’ withholdings under the applicable tax laws of Puerto Rico or the U.S. Internal Revenue Code. No withholdings or deductions shall be made from payments to the Consultant for services rendered by Consultant, except the special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract, required by Act No. 48-2013, as amended, and those applicable under the Puerto Rico Internal Revenue Code of 2011 and its regulations, if any. In particular, when invoicing, the Consultant will allocate fees between those relating to activities undertaken by the Consultant outside Puerto Rico and constituting gross income from sources without Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. The Authority shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid on those invoiced amounts which constitute gross income from sources within Puerto Rico, in accordance with Section 1150 of the Puerto Rico Internal Revenue Code, 13. L.P.R.A. Section 8550(a). No withholdings or deductions shall be made from payments to the Consultant for services constituting gross income form services without Puerto Rico. The Authority shall forward any such withholdings or deductions to the Secretary of the Treasury of Puerto Rico.



The Consultant represents and warrants that it has and shall continue to pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

Section 7.9. Registration at the Office of the Comptroller. The Consultant will not receive any payment for the services rendered under the terms of this Agreement until the Agreement has been registered at the Office of the Comptroller of Puerto Rico, as required by Act No. 18 of October 30, 1975, as amended.


Section 7.10. Dispensation. The Consultant certifies it is not required to obtain a dispensation or waiver in compliance with the applicable laws and regulations of the Government of Puerto Rico prior to or in connection with the execution of this Agreement. The Parties agree that the proven illegality of any of the provisions of this Agreement shall not invalidate it as a whole.

ARTICLE VIII GOVERNING LAW; DISPUTE RESOLUTION

Section 8.1. Governing Law. This Agreement and any dispute relating to the services hereunder shall be governed, construed, interpreted and enforced in accordance with the laws of the Commonwealth of Puerto Rico.

Section 8.2. Dispute Resolution. The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity of this Agreement, any alleged breach of this Agreement, the engagement contemplated by this Agreement or the determination of the scope of applicability of this Agreement shall be brought only in the United States District Court for the District of Puerto Rico. The Authority and the Consultant also agree that service of process may be effected through next-day delivery using a nationally-recognized overnight courier or personally delivered to the addresses set forth or referred to in this Agreement. The Authority and the Consultant further agree that a final, non-appealable judgment in respect of any claim brought in any such court shall be binding and may be enforced in any other court having jurisdiction over the party against whom the judgment is sought to be enforced.

ARTICLE IX MISCELLANEOUS

 **Section 9.1. Independent Contractor.** The Authority and the Consultant agree that the Consultant's status hereunder, and the status of any agents, employees and subcontractors engaged by the Consultant, shall be that of an independent contractor only and not that of an employee or agent of the Authority. The Consultant shall not have any power or right to enter into agreements on behalf of the Authority.

Section 9.2. Assignment. This Agreement may not be assigned by either party hereto without the prior written consent of the other, to be given in the sole discretion of the party from

whom such consent is being requested. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Section 9.3. Notice. Notice required to be given in writing pursuant to any of the provisions of this Agreement shall be mailed by next-day delivery using a nationally-recognized overnight courier or hand-delivered:

if to the Consultant, to:

Richard J. Cooper, Member
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006

and if to the Authority, at the addresses provided above.

Section 9.4. Patriot Act. The Consultant hereby notifies the Authority that pursuant to the requirements of the USA PATRIOT Improvement and Reauthorization Act, Pub. L. N 109-177 (Mar. 9, 2006) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Authority in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

Section 9.5. No Third Party Rights. It is understood that this Agreement is the sole agreement between the Parties with regard to the services covered hereby and supersedes any prior agreements, written or verbal. The Agreement may not be changed orally, but may be amended in writing by mutual agreement of the parties. This Agreement is solely for the benefit of the Authority, the Consultant and, to the extent expressly set forth herein, the indemnified persons and no other party shall be a third party beneficiary to, or otherwise acquire or have any rights under or by virtue of, this Agreement.

Section 9.6. Drafting Responsibility. This Agreement has been reviewed by each of the signatories hereto and counsel. There shall be no construction of any provision against either Party because this Agreement was drafted by either Party, and the Parties waive any statute or rule of law to such effect.

Section 9.7. Severability. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable in any respect, or against public policy, such determination shall not affect such provision in any other respect nor any other provision hereof.

Section 9.8. Counterparts. This Agreement may be executed in facsimile or other electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

These terms constitute the entire Agreement between the Parties with respect to this engagement; supersede all other oral and written representations, understandings, or



agreements relating to this engagement; and may not be amended except by a written agreement signed by both Parties.

[Signature page follows]

Handwritten initials or signature, possibly "RUC" or similar, located in the lower-left quadrant of the page.

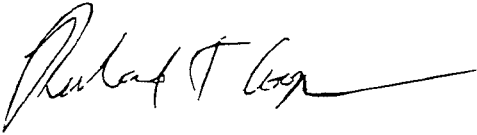
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the
aforementioned date.

**PUERTO RICO PUBLIC PRIVATE
PARTNERSHIPS AUTHORITY**



Omar J. Marrero Díaz
Executive Director
Tax Id No.

**CLEARY GOTTLLIEB STEEN
& HAMILTON LLP**



Richard J. Cooper
Member
Tax Id No.

APPENDIX A

[See attached Proposal]

RTK

CLEARY GOTTlieb

Our Credentials and Fee Proposal

of RTC

PREPARED FOR:

July 13, 2018



GOVERNMENT OF PUERTO RICO
Puerto Rico Public-Private Partnerships Authority

clearygottlieb.com

CG

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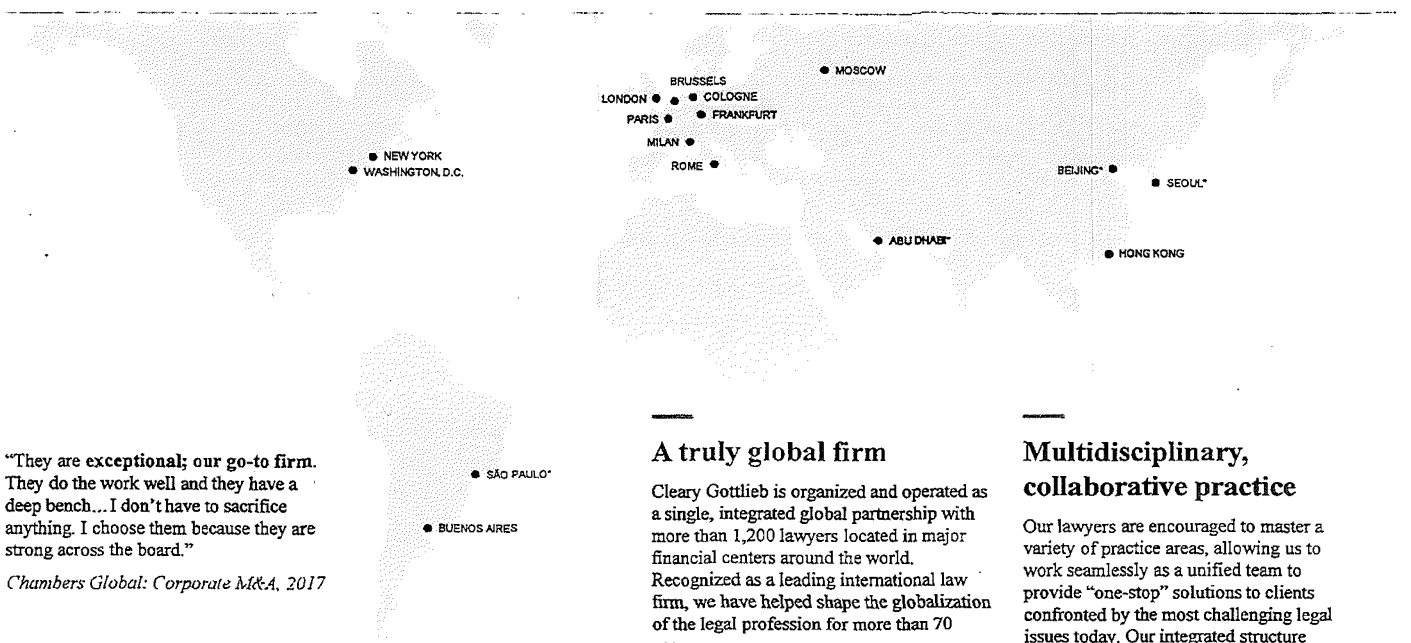
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of RTC

Firm Overview and Relevant Experience

of RSC

Firm Overview



"They are exceptional; our go-to firm. They do the work well and they have a deep bench... I don't have to sacrifice anything. I choose them because they are strong across the board."

Chambers Global: Corporate M&A, 2017

A truly global firm

Cleary Gottlieb is organized and operated as a single, integrated global partnership with more than 1,200 lawyers located in major financial centers around the world. Recognized as a leading international law firm, we have helped shape the globalization of the legal profession for more than 70 years.

Multidisciplinary, collaborative practice

Our lawyers are encouraged to master a variety of practice areas, allowing us to work seamlessly as a unified team to provide "one-stop" solutions to clients confronted by the most challenging legal issues today. Our integrated structure ensures that every client has complete access to the firm's full resources.

of RSC

*Local regulations limit our ability to practice local law in these jurisdictions.

Our Practice

\$1.6T+

Closed U.S. M&A since 2008*

#3

For U.S. announced M&A by value in 2017*

30+

Countries worldwide that select Cleary Gottlieb as their primary choice for counsel in infrastructure development

200+

Spanish speakers and 25+ Portuguese speakers in four Americas offices, and more globally

“A big name within the PPP community, Cleary Gottlieb continues to handle domestic and international infrastructure, energy, and various other projects on behalf of several longstanding clients... The firm is frequently instructed in relation to innovative projects, as well as those that call for cross-border expertise.”

CHAMBERS
AND PARTNERS

of *RTC*

**Americas Law Firm
of the Year**

IFLR
2015-2016

**Named one of “America’s
Best Corporate Law Firms”**

Corporate Board Member Magazine
2017-2018

Top 5 Firm

GR Global
Restructuring
Review
2017

**Project Finance Practice
Group of the Year**

LAW360
2014

Our Practice

"The people they bring to bear on engagements are some of the most sophisticated people out there who come up with the most creative solutions. They can draw on the wider firm's resources – this is something Cleary does very well."

"They are very efficient and smart lawyers who understand what's reasonable and what isn't, which helps us to be more efficient."

"The 'thorough and methodical' team at [Cleary] leaves 'no stone unturned'."

"The team maintains the highest level of service. They consistently provide an excellent work product in a very efficient and user-friendly manner. They have intelligent people, from associate to partner level, who work hard and are creative problem solvers."

What People Say About Us

"They have worked incredibly hard to know what we want and how we think. They provide top-draw legal advice and have very strong lawyers. Their partners go the extra mile and are incredibly proactive."

"The lawyers fully understand the business aspect of the issues, propose novel solutions and have a great understanding of complex issues."

of RTC

Why Cleary Gottlieb?

PREPA Experience

Cleary Gottlieb's role as **lead U.S. counsel for PREPA from 2014 to 2017** allowed us to gain a deep understanding of PREPA, including its assets, liabilities, legal and regulatory landscape, and the financial and operating challenges it faces, putting us in a unique position to represent the P3A in connection with potential public-private transactions. As part of our representation of PREPA, we have acquired **broad knowledge** of a number of matters relevant to the proposed assignment, including, among others: (i) the **Aguirre Gas Port project**, (ii) PREPA's **Integrated Resource Plan (IRP)** (iii) PREPA's **renewable contracts**, (iv) vendor and **fuel supply contracts**, (v) the **Ecoelectrica and AES power supply agreements**; (vi) PREPA's **generation systems, T&D network** and their related issues; (vii) **regulatory and legislative framework**; (viii) **capital structure, debt documents and major creditors** and other **stakeholders**; and (ix) **pension-related issues**.

Puerto Rico Experience

Cleary Gottlieb's experience in Puerto Rico is unique in its scope and variety. Over the past two decades, we have advised a number of administrations on important assignments, including on the enactment of **various laws** relating to the **Commonwealth's financial crisis**, advice relating to the **outsourcing of government functions** and the **financial challenges** the Government and PREPA have faced. In the private sector, our relevant recent work includes roles in **PPP processes, M&A transactions** and **litigation**. Based on our work for a variety of prior administrations, our thorough knowledge of the situation in Puerto Rico and the dynamics of its current restructuring process, coupled with our **deep understanding of PROMESA** and of the local economic and legal environment, uniquely qualify us to advise the P3A with respect to potential public-private partnership transactions.

PPP & Project Finance Experience

We have substantial local experience in the **structuring and negotiation of PPPs**, including: advising the GDB and Puerto Rico Governor's office in developing the legislation enacted by the Fortuño Administration pursuant to which PPPs are now awarded, working with the GDB and the PRASA in the procurement process for the award of a \$4 billion service contract for the operation and management of Puerto Rico's **water and wastewater system**, representing **Aerostar Airport Holdings** in the successful negotiation of a long term lease to operate the **San Juan Luis Muñoz Marín International Airport** as a PPP and representing PREPA in the development and implementation of a **request for expressions of interest process**, which sought input from third-party investors on the appropriate contractual modality for new infrastructure development. We also have extensive U.S. and international experience handling complex and important PPP projects involving power and other infrastructure assets.

Puerto Rico Specific Restructuring Expertise

Our internationally ranked restructuring practice has significant experience in Puerto Rico. Recent work includes analyzing the **possible use of PROMESA** to assist in **potential debt restructurings** of the Government of Puerto Rico and most of its major instrumentalities, including ways PROMESA could be used to attract third-party investors for the development of existing or new infrastructure. Additionally, members of our proposed team have published five articles last year foreshadowing much of what has transpired in the restructuring process, including an article on how **PROMESA Title III** can be used to **facilitate the execution of public-private partnership transactions**, among other topics that will be relevant for the P3A and the successful execution of public-private partnership transactions.

Experience in Puerto Rico



PREPA



Puerto Rico's Fiscal and Economic Crisis

PREPA / PRASA / HTA Knowledge: Our prior engagements with the Government of Puerto Rico and PREPA allowed us to develop intimate familiarity with, among other things, the statutory and contractual framework of PREPA, the Puerto Rico Aqueduct and Sewer Authority (PRASA) and the Puerto Rico Highways and Transportation Authority (HTA), all of which prioritize the PPP model in the fiscal plans developed by the Government and certified by the Oversight Board and, with respect to PREPA and PRASA, include projects identified by the P3A as "critical projects" and/or received unsolicited proposals due to strong market interest.

PROMESA Expertise: We also played a significant role in the development and refinement of PROMESA, and have developed what we believe is a unique understanding of the likely issues that will arise, and decisions that the P3A will need to make, in connection with the application of PROMESA to Puerto Rico and its instrumentalities as well as its impact on the design, negotiation and implementation of PPP transactions.

Bench Strength: As a result of our prior experience with Puerto Rico matters, we have significant bench strength on which we can draw to ensure that our Spanish-speaking team can be effective from the onset, without needing to spend time getting up to speed.



Experience Running Large and Complex PPP Projects

- The firm has acted for governments, including the Government of Puerto Rico, in planning, documenting, negotiating and ultimately successfully closing large, complex PPP projects.
- Given our extensive experience, we can hit the ground running with minimal time necessary to get up to speed.
- The day-to-day team for this assignment will include bilingual partners and associates with experience in Puerto Rico (or similar jurisdictions) handling large complex PPP projects.

Experience in Puerto Rico (*cont.*)

Broad and In-Depth Experience with PREPA

As lead U.S. counsel for PREPA from 2014 to 2016, we gained a deep understanding of virtually every legal, financial, legislative and operational aspect of PREPA. In particular, we have represented PREPA in connection with the following:

Aguirre Gas Port: Negotiated amendments to the AOGP infrastructure agreement and ancillary documents between PREPA and Excelsior, assisted PREPA to develop financing structures for the project (including with respect to the DOE guarantee program) and worked with environmental counsel on permits, Mercury Air Toxic Standards compliance and other EPA related issues.

Renewable Contracts: Analyzed the over 60 renewable power purchase and operating agreements entered into by PREPA and advised on strategies to renegotiate, extend or terminate them.

IRP: Worked with Siemens and other consultants on the development of PREPA's IRP (Integrated Resource Plan) and amendments thereto.

Comprehensive Restructuring: Developed recovery plan for PREPA including economic terms and noneconomic terms (including revisions to PREPA's operations, collections procedures, governance rules and debt documentation) and negotiated overall financial restructuring structure with key creditors (monolines, bondholders and fuel line banks).

Rating Agencies: Worked with rating agencies to develop sustainable financing structures for PREPA (including with respect to securitization mechanisms).

Operational Support: Assisted in the renegotiation of vendor and fuel supply contracts with, among others, Petrobras, Puma and Free Point.

Modernization Efforts: Worked with PREPA on its strategic plans for modernization, drafted materials and managed process for requests for qualified bidders and requests for proposals from potential third party operators and investors.

Regulatory Matters: Assisted with interfacing with Puerto Rico Energy Commission, including with respect to PREPA's rate case and securitization charge petition and the Federal Environmental Protection Agency.

Legislative Matters: Played instrumental role in drafting and negotiating PROMESA and the passage of Puerto Rico Electric Authority Revitalization Act (No. 4-2016) through drafting testimonies, preparing materials, negotiating with creditors and Energy Commission and working with legislative staff.

Pension Issues: Advised on pension-related issues, including the Retirement System, potential trust deeds and related litigation.

Power Supply Agreements: Analyzed possible amendments and extensions to the Ecoeléctrica and AES Power Purchase Agreements.

Experience in Puerto Rico (cont.)

of RTC

Familiarity with the Federal Legislative Process

Cleary Gottlieb was at the forefront of the development of PROMESA and its navigation through the federal legislative process

- In particular, we provided advice and counsel to federal and Puerto Rican government entities on how to tailor PROMESA to address Puerto Rico's distinct challenges and actively participated in public education efforts on behalf of Puerto Rico.
- As a result, we developed credibility and excellent professional relationships with lawmakers and other key players on Capitol Hill that can be leveraged to assist the P3A interact with, and secure support from, the federal government.
- We also acquired substantial federal advocacy experience that can be used to advance the P3A's priorities, including with respect to possible legislative amendments to PROMESA, as well as identifying and analyzing issues within proposed legislation that could materially impact efforts to transform Puerto Rico's electricity system.

Familiarity with Key Stakeholders

Cleary Gottlieb helped develop, commented on and negotiated with creditor constituencies, various agreements to restructure debt issued by PREPA and other Puerto Rican instrumentalities

- We have a deep understanding of the underlying legal and contractual rights these stakeholders have, and are also intimately familiar with some of the competing concerns voiced by major stakeholders, including employees and retirees.
- This background will undoubtedly help the P3A enter into any PPP transaction negotiations with unique insight on how to creatively address these competing concerns and anticipate potential challenges that PREPA's Title III process can present.
- We personally know and have good working relationships with most of the players in any transaction involving PREPA, including the Oversight Board, creditor groups, professional consultants, as well as investors that are looking into playing a possible role in PREPA's transformation.

Experience with Public Private Partnerships (PPP) & Privatizations

Extensive experience with innovative PPPs

Privatizations in the electric power, oil & gas, mining, ports, airports, steel, telecommunications, transportation and water sectors

Assistance to federal and local governments and state-owned enterprises in the U.S., France, Colombia, Russia, Argentina, Chile, Morocco, the U.K., Venezuela and Brazil, among others, in their projects to open up the aviation, port, oil & gas, telecommunications and transportation sectors to private participation

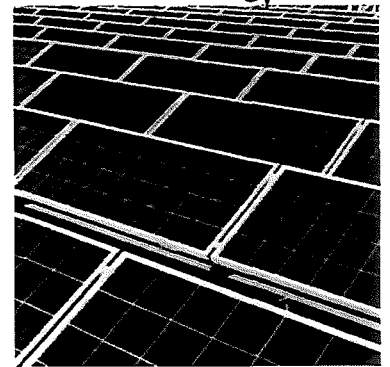
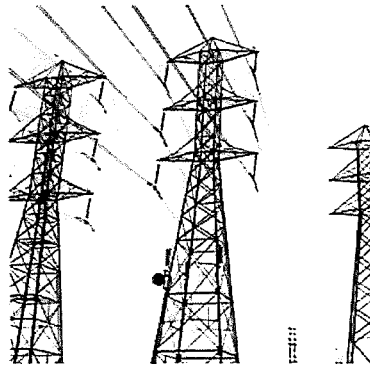
Key role in the development of public bidding procedures and structures for concession arrangements, toll-road financings and outsourcing of activities conducted by state-owned entities

IJGlobal's *North American Transport Deal of the Year* in 2013, the privatization of Puerto Rico's Luis Muñoz Marín Airport, the busiest airport in the Caribbean, by a Mexican/ U.S. joint venture and the first such privatization in the U.S.

Best Privatization Deal of the Quarter Century

Telebras' \$19 billion privatization

LATINFINANCE



“Offers particular strength in the public-private partnership space, handling cutting-edge matters across the United States.”

CHAMBERS
AND PARTNERS

Experience with Project Finance & Infrastructure

Leading project finance and infrastructure practice

- Advice to sovereigns and state-owned companies, multinational and domestic corporations, banks and other financial institutions in the full range of projects and infrastructure development, which involve electric energy projects (including in renewables, oil & gas and water), ports, airports and transportation systems, mining and toll roads
- More than 30 countries around the world select Cleary Gottlieb as their primary choice for international legal counsel in infrastructure development, among other activities
- Close work with our clients from project initiation to completion, including years of planning, structuring innovative financings, preparing contract documentation, handling negotiations and bid award

Our range of matters is extensive and includes:

- | | |
|--------------------------------------------------------|-------------------------------------------|
| — Public-private partnership (PPP) transactions | — Supply and off-take arrangements |
| — Multi-sourced lending arrangements | — Privatizations and related transactions |
| — Investments in and acquisitions of existing projects | — Restructuring troubled projects |
| — Negotiating concession and EPC arrangements | — Outsourcing transactions |
| — Operations and maintenance contracts | — Litigation and dispute resolution |
| — BOO, BOT and BLT structures | — Greenfield development |
| — Limited recourse project bonds | — Ongoing advice following closing |
- AGC* *AG*

LAW360

Project Finance Practice
Group of the Year

2014



Americas Oil & Gas Deal of the Year
Ramonos II Sur Pipeline Financing

2014

LATINLAWYER

Deal of the Year

Mexico City New International Airport/NAICM

2015

Project Finance Deal of the Year
Ramonos II Sur Pipeline Financing

2014

Project Finance Deal of the Year
Braskem Idesa Pipeline Financing

2013

IFLR

**Structured Finance and Securitization
Deal of the Year**

Mexico City Airport \$2 billion green bond

2016

Experience with Electric Power

of RJC

Broad electric sector experience

- Transactions in the U.S. and abroad involving all aspects of the electric power business, including power generation, distribution and transmission of thermal, renewable, hydroelectric, geo-thermal and nuclear power
- Considerable expertise in the area of structuring and negotiating private sector participation in power projects, including in the renewables sector

Practice highlights include:

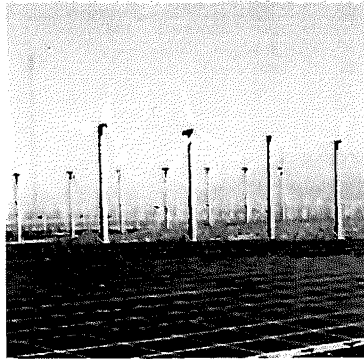
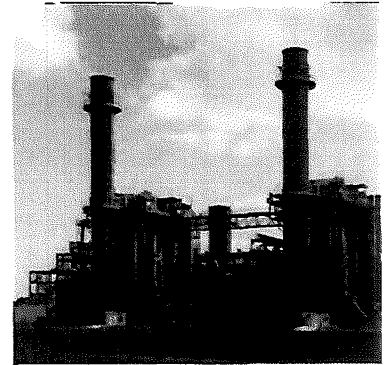
Assistance to BlackRock (formerly First Reserve) and Google in investments and project finances in the renewable energy sector throughout the Americas

Extensive involvement in creating and evaluating bidding and concession frameworks, analyzing foreign regulatory structures, and preparing and negotiating governmental support arrangements, operating and maintenance agreements, power purchase agreements, fuel supply agreements and tolling and wheeling arrangements

The *Best Power Financing of the Year* award for 2012 for Comisión Federal de Electricidad's \$1 billion offering

**Recommended Firm
for Industry Focus:
Energy Transactions:
Conventional Power**

**THE
LEGAL
500**

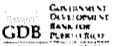


**Cleary Gottlieb is
acclaimed for its
exemplary financial work,
and its energy offering
likewise shines on
corporate matters.”**

**CHAMBERS
AND PARTNERS**

Selected U.S. PPP, Privatization and Project Finance Highlights


of RTC




Government Development Bank of Puerto Rico and PRASA in the procurement process for the award of a \$4 billion service contract for the operation and management of the island's water and wastewater system



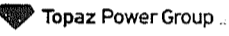
Aerostar Airport Holdings, a joint venture between Highstar Capital and Grupo Aeroportuario del Sureste, in a PPP to operate the San Juan Luis Muñoz Marín International Airport and in its \$350 million notes offering to finance the project




Government Development Bank for Puerto Rico in connection with developing legislation authorizing the use of public-private partnerships for infrastructure and other projects and services that are currently provided by public sector entities, including PRASA




PREPA in connection with potential public-private partnership transactions, including the 2015 Request for Expressions of Interest



In connection with its \$1.15 billion sale of the Coleto Creek Power Plant, a 632-megawatt, coal-fired baseload power plant located in Texas, Topaz Power Partners, a joint venture between Carlyle/Riverstone Global Energy and Power Fund and Sempra Energy Partners




Government Development Bank of Puerto Rico in restructuring its subordinate loan to the developer of the El Conquistador Hotel



In the \$4.5 billion Intermountain Power Project financing for a 1500MW coal-fired generating station in Utah, a consortium of financiers




Highstar Capital in connection with potential PPP transactions involving New York LaGuardia and Westchester Airports




The financing of a waste-to-energy facility in the city of Concord, New Hampshire



In connection with a more than \$1 billion investment in the Seagirt Marine Terminal in the Port of Baltimore, investors Highstar Capital and its portfolio company Ports America



In connection with bids to acquire a concession for the Pennsylvania Turnpike, prospective consortium members and financing sources



In connection with bids for the concession for Chicago's Midway Airport, an airport operator as a member of a bidding consortium

Selected U.S. PPP, Privatization and Project Finance Highlights (cont.)

of ROT

Google

Google in its \$168 million investment in the 377 MW Ivanpah solar electric generating system in California

COVANTA

Covanta Energy Corporation and its affiliates in the restructuring and refinancing of certain of their indebtedness in their Chapter 11 and in the sale of interests in various geothermal plants to Arclight Energy Partners Fund I and Caithness Energy

ACON

ACON Investments in its controlling equity investment in Chroma Oil & Gas, the proceeds of which were used to purchase certain exploration and production assets from White Oak Energy

Google

Google Inc. as an investor in a \$1 billion financing round by Space Exploration Technologies Corp.

citi

In the project financing by United Refining of a delayed coker facility in Pennsylvania, Citicorp as financial advisor and lead arranger



Deer Park Refining L.P. in the \$143 million offering of Harris County Industrial Development Corporation Solid Waste Disposal Revenue Bonds, the proceeds of which were used to finance the cost of expanding and upgrading its refining facilities



Sempra Energy in the \$480 million sale of its wholly owned subsidiary, Twin Oaks Power, a 305-megawatt, coal-fired power plant located in Robertson County, Texas, by PNM Resources

ANAHEIM

The underwriters in the issuance of electric power revenue bonds for various electric facilities by the city of Anaheim, California

Alpha Natural Resources

Alpha Natural Resources on project financings, acquisitions and other transactions, including the project financing of a lime mine and refining facility and its \$8.5 billion merger with Massey Energy Company

citi

In the project financing of Northeast Biofuels L.P., a special purpose vehicle formed to develop, construct, finance, own and operate the first ethanol production facility in New York, Citigroup Venture Capital and BMG Limited Partnership as sponsors

FLORIDA EAST COAST INDUSTRIES

The controlling shareholder in connection with its investment and ultimate sale of Florida East Coast Industries, owner of Florida East Coast Railways

Google

Google in its investment in a portfolio of two wind farms with generating capacity of 169.5MW in North Dakota developed by NextEra Energy Resources

Selected U.S. PPP, Privatization and Project Finance Highlights (cont.)

af *RTC*

Bank of America

Bank of America in the financing of the Ridgeway Gold Mine in South Carolina, a project owned by a joint venture, the ultimate parents of which were British Petroleum (BP) and a Canadian mining concern



Craig McCaw and Teledesic in the restructuring of ICO Global Communications (Holdings) Limited and financings related to ICO's build-out of the "internet in the sky" satellite system

FOXWOODS

The investor in Foxwoods Casino in the development of novel mortgage and other security arrangements for implementation on Indian reservation lands and in the development, construction and financing of both the casino and the hotels located at Foxwoods

HIGHSTAR CAPITAL

AIG Highstar Capital in the acquisition and project financing by its subsidiary, Highstar Harbor Holdings III, of MTC Holdings



Open Space Institute and Trust for Public Land in acquisition of 17,000 acres in Orange County, New York and its resale to the State of New York for conversion to public parkland



An affiliate of KSL Capital Partners as lender in connection with the mortgage financing of the St. Regis Aspen Resort in Aspen, Colorado



Swap providers in the financing for the Chicago Skyway privatization



Genting New York LLC in its successful bid to the New York State Division of Lottery for the development of an entertainment destination with 4,525 video lottery terminals plus hotel and restaurants at the Aqueduct Racetrack in Jamaica, Queens



BFC Partners in negotiations of the public-private development agreements and leases for a retail outlet center and a hotel in Staten Island, New York



Manhattan Cruises in development of "cruises-to-nowhere" in international waters near New York City under newly adopted offshore gaming regulations

ARAUCO

Chilean plywood manufacturer Arauco in its RFP for the construction of an MDP plant in Michigan, U.S.

NYC

New York City in negotiations with New York University on the public-private real estate development of a \$350 million applied sciences graduate school in Brooklyn, New York

BROOKLYN BRIDGE PARK

New York City in its acquisition of the Brooklyn Bridge Park from New York State and the subsequent oversight of negotiations of the Brooklyn Bridge Park public-private real estate developments

Howard Hughes

Howard Hughes Corporation in the \$500 million redevelopment of the South Street Seaport retail and entertainment complex in New York City



New York Wheel and BFC Partners in the negotiation of agreements and leases in connection with the development of the Staten Island Observation Wheel and Retail Centre

Selected Global PPP, Privatization and Project Finance Highlights in the Electric Power Sector

of RJC



The Argentine government in the sale of its retained interest (25% to 40%) in eight power companies that were privatized



The Government of Togo in the privatization of the national electricity sector and the Governments of Senegal and Cameroon in the privatizations of their respective national electricity companies SENELEC and SONEL



Akvo Energy in connection with the negotiation of the financing documentation and security package for \$110m wind farm project in Uruguay (50MW)



Deutsche Bank in an equipment financing for Hychico to purchase windmills to be installed in Patagonia, and give rise to certified emission reductions generated by a clean development mechanism under the Kyoto protocol



Central Térmica Loma de la Lata, a subsidiary of Pampa, in the financing for the expansion of its thermal power electricity generation plant at Loma de la Lata, in the Argentine province of Neuquén



P.T. Perusahaan Listrik Negara (PLN), the Indonesian national electricity company, in the \$2.3 billion expansion and financing of the Tanjung Jati B Expansion coal-fired project in Indonesia



First Reserve in its partnership with Mexico Power Group for the \$215 million financing and equity investment in the 130MW La Bufa wind farm in Zacatecas, Mexico



Gerasul, an affiliate of Tractebel, S.A., in the \$426 million project financing of a 450 MW hydroelectric power plant in the state of Goiás in Brazil



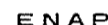
Comisión Federal de Electricidad in various financings, including a \$275 million credit facility with Japan Bank for International Cooperation and certain Japanese banks to provide financing for the Pacifico coal-fired power generation plant



Empresa Eléctrica Pangue in connection with the \$465 million financing of a 450 MW hydroelectric plant on the Bio-Bio river in Chile



The EPC contractor and owner consortium (comprising General Electric, Bechtel Enterprises, El Paso Natural Gas and ICA Fluor Daniel) in the development and limited recourse project financing of Samalayuca II, a 700 MW combined cycle gas-fired power plant



ENAP in numerous project financings, including advising on the construction and operation of a \$230 million delayed coker facility, a hydrotreater and a cogeneration power plant and their related interconnections

Selected Global PPP, Privatization and Project Finance Highlights in the Electric Power Sector (cont.)

of RTC

Electrabel

Electrabel in negotiations with Blue Sky, a consortium of its largest industrial clients, on a joint venture for the construction and operation of a coal-fired power plant in the Netherlands and a combined cycle gas turbine power plant in Belgium and for the allocation of capacity in certain existing nuclear power plants



EuroSibEnergo, the largest private power producer in Russia, in its joint venture with China Yangtze Power Co. Ltd. for the development of hydro and thermal power projects in Siberia and the Russian Far East



Terna S.p.A. in the strategic partnership with the Montenegrin transmission system operator Crnogorski Elektroprenosni System and the State of Montenegro for the development of an undersea electricity interconnection, the first "electricity bridge" with the Balkan countries



Organisation pour la Mise en Valeur du Fleuve Gambie and the African Development Bank in connection with the PPP structuring and the implementation of a \$1 billion hydroelectric energy program



BLACK & VEATCH

A U.S.-based infrastructure fund in the project financing of a 330MW power project and desalination facility in Algeria, involving Sonatrach, Sonelgaz and Black & Veatch - Africa



Corporación Andina de Fomentos in a financing to develop various electrical transmission lines being built and owned by EDELCA, a Venezuelan state-owned utility



A large U.S. hedge fund in connection with the secured financing of an equity investment in Empresa Generadora de Electricidad Haina S.A., an electric generating company in the Dominican Republic



Comisión Federal de Electricidad in a Eurobond financing of the Topolobampo Fuel Power Project



Akuo Energy SAS in the establishment of a €47 million senior facility agreement and a €11.5 million VAT facility agreement for the construction of a wind park in Croatia



Sichuan Hongda Group in its joint venture with the National Development Corporation of Tanzania for the development of two projects in Tanzania, an integrated coal mine and power plant project and an integrated iron ore mine and steel mill project, representing a total investment of up to \$3 billion



The Government of Indonesia and P.T. Perusahaan Listrik Negara, the state-owned utility, in the restructuring of Indonesia's electric power sector, including the restructuring and/or completion of 27 independent power projects involving many of the world's leading power companies



Counsel in structuring and documentation of the first World Bank "partial risk" guarantee involving an offering by EGAT, the electricity generating authority of Thailand

Other Selected Global PPP, Privatization and Project Finance Highlights

of RTR

Jinko
 Jinko Solar in the San Juan Solar Energy Project in connection with the proposed public-private partnership for the creation of an 80MW solar energy plant in the Province of San Juan, Argentina

GDF SUEZ
 Suez Energy Andino (now Engie) as sponsor and its subsidiary Central Termoeléctrica Andina as borrower in the \$400 million project financing of a greenfield 165MW gross capacity coal-fired power plant in the Mejillones municipality of Chile's Region

VALE
 Companhia Vale do Rio Doce (now Vale) in the negotiation of a concession agreement and joint venture with Société nationale d'électricité of the Democratic Republic of Congo for the INGA hydroelectric power plant

PEMEX **GDF SUEZ**
 TAG Pipelines Sur, a Mexican 50:50 joint venture between Pemex and GDF Suez, in the over \$1 billion project financing for the construction and operation of the Ramones II Sur natural gas pipeline

GDF SUEZ
 Suez Energy (now Engie) in connection with project financings for energy projects in Brazil and Panama

VEOLIA
 Termo WTE, a joint venture between Promecap, Veolia and Corporativo Kosmos as project sponsors, in connection with the financing of a greenfield waste-to-energy plant project in Mexico City, the largest project of this kind in the world and the first in Latin America

Russian Ministry of Finance in a \$2 billion oil and gas framework agreement with the U.S. Ex-Im Bank

anp
 Agência Nacional do Petróleo in the opening up of the Brazilian oil sector to private participation and in the Round One auction of exploration and production rights to 27 prospective hydrocarbon-bearing areas

RODOVIAS DO TIETÊ
 Concessionária Rodovias do Tietê in the first-ever offering of Brazilian infrastructure debentures pursuant to Rule 144A/Reg S

PEMEX **Semptra Energy**
 Gasoductos de Chihuahua, a 50:50 joint venture between Pemex and Semptra, in the \$492 million project financing for the development of two gas pipeline projects in Mexico

DOW
 Dow Chemical Company in the negotiation and execution of certain agreements with Yacimientos Petrolíferos Fiscales (YPF), the largest oil and gas company in Argentina, for the development of the first shale gas pilot project in Argentina

INFRABEL
 Infrabel in connection with a public-private partnership for the design, construction and operation of railway infrastructure to improve access to Brussels airport in Belgium

Other Selected Global PPP, Privatization and Project Finance Highlights (cont.)

of RJC



Telebras subsidiaries following its privatization, in a number of syndicated financings, including Tele Sudeste Celular in a \$100 million syndicated borrowing guaranteed by OPIC, as well as a syndicated borrowing guaranteed by U.S. Ex-Im Bank



The Government of Mexico in the securitization of the toll receivables from the Mexico City-Cuernavaca Toll Road system, the first toll road transaction in an emerging market to be rated by a U.S. rating agency



National Road Operating and Constructing Company Limited of Jamaica's \$294 million Rule 144A/Reg S bond offering, guaranteed by the Government of Jamaica, as part of the refinancing of Highway 2000, the first tolled highway in Jamaica



Corporación Nacional del Cobre de Chile in securing a \$320 million loan facility from the Japan Bank for International Cooperation and The Bank of Tokyo-Mitsubishi UFJ for the development, construction and operation of a metals processing plant to be constructed in Chile and the export of certain metals under long-term offtake agreements



Sociedad Operadora del Tren Rápido de Guanajuato, a special purpose vehicle in a 30-year concession to construct, operate, maintain and administer the Tren Rápido de Guanajuato, a light rail in Guanajuato, Mexico



Grupo Tribasa, S.A. de C.V. in the estimated \$130 million financing of a toll highway, Acceso Norte a Concepción, to be constructed in Chile through a "build, operate and maintain" concession transaction



Transport for London in the EC law aspects relating to the U.K. government's proposal for London Underground public-private partnerships



CORFO, an agency of the Chilean government, in connection with the privatization of ESVAL, the Chilean water and wastewater company servicing the cities of Valparaíso and Viña del Mar



Empresa Portuaria de Chile (EMPORCHI), the Chilean public port authority, in connection with the privatization of state-owned and managed port terminals through concession awards



Corporación Nacional del Cobre de Chile in its joint venture with China Minmetals Non-Ferrous Metals Co., Ltd. (Minmetals), a state-owned company of China, and the related project financing



Autoroutes du Sud de la France, one of the world's largest highway concessionaires, in constructing, operating and maintaining an extensive network of toll highways in France, in its €2.7 billion initial public share offering



Credit Suisse in designing a financing structure for the Trans-Oceanic highway, including creating a transferable credit instrument for issuance by the Government of Peru expected to be used in other project financings

of RJC

Scope of Work and Fee Proposal

Scope of the Work

of RTR

Based on the RFP sent by the P3A, we understand this engagement to consist of representing the P3A as external U.S. counsel throughout the different stages of potential public-private partnership transactions, from project conception to execution, as well as related post-closing matters.

The scope of work under this engagement would include, without limitation, the following:

- Completion of initial drafts of term sheets, sale and/or concession agreements and other necessary procurement legal documentation;
- Subsequent revisions to the sale and/or concession agreement and legal appendixes and assistance during negotiations;
- Working with local counsel on due diligence and analyses of debt considerations and legal issues with respect to the potential use of pledged revenues of the various candidates for public-private partnership transactions;
- Advice and assistance on ongoing PROMESA-related issues that could impact the development of P3A projects;
- Advice and assistance in seeking and obtaining financing support from Federal agencies or other available sources of funding for PREPA Transaction that involve transfer or operations, functions and services of PREPA as a concession;
- The provision of market advice with respect to PREPA transactions legal structures;
- Preparation of a memorandum or presentation analyzing legal aspects/compliance of bids for PREPA Transactions; and
- Collaboration with other counsel and advisors on related workstreams (e.g. IRP, regulatory reform).

Hourly Rates and Special Discounts

The hourly rates presented in this proposal are applicable across departments and practices within Cleary. We would be willing to maintain the arrangement that we have in place with other Puerto Rican government agencies with whom we have an existing contract – namely, a 15% discount off our 2016 hourly billing rates. This would represent a **discount of 21% off our current rates** as shown in the table below. *of RTC*

Lawyer/Level	Designated 2018 Hourly Rates (USD)	Discounted PR P3A PREPA Rates (USD)
Partners	\$1,130 - \$1,550	\$897 - \$1,224
Counsel	\$1,050 - \$1,285	\$829 - \$1,020
Senior Attorneys	\$1,020 - \$1,285	\$808 - \$944
Associates	\$595 - \$1,010	\$472 - \$795
Paralegals	\$330 - \$440	\$259 - \$349

We are willing to discuss alternative fee arrangements in the event we are contracted for other PPP projects.

Fee Proposal

ANCILLARY COSTS

- We do not invoice clients for standard operating overhead expenses of our offices.
- We do, however, invoice clients separately from our fees for certain ancillary charges such as travel, telecommunications, document production and delivery charges, special staff overtime expenses and other out-of-pocket expenses.
- We estimate ancillary charges to be approximately 5% of the fees provided, excluding travel and other extraordinary costs.
- We will also invoice separately for services that are contracted out to third-party providers.

BILLING

- Fees and expenses would be billed on a monthly basis, payable free and clear of any withholding tax, sales tax or similar charge or levy.
- If withholding tax is applicable to our fee, the estimates and rates in this proposal assume that we will be made whole by PR P3A for the impact of withholding taxes.

STAFFING

- We pride ourselves on providing appropriate staffing and pragmatic business-oriented advice, which often results in overall charges below those of other firms with nominally lower hourly rates.
- We would make available a highly experienced and fully committed team already steeped in the unique facts and challenges presented by the Puerto Rico's fiscal crisis and the execution of public-private partnership transactions in the current economic climate.
- Biographies of our proposed team are set forth beginning on page 27.

Proposed Team

of *RTC*

Staffing

Dedicated Team

Partners **Rich Cooper**, **Chantal Kordula** and **Adam Brenneman** would lead the Cleary team. Their extensive PPP and finance experience in Puerto Rico, the U.S. and Latin America makes them perfectly suited to anticipate and address the needs of PREPA.



Our Efficiencies

- ✓ Intimate familiarity with Puerto Rico and its government agencies will avoid unnecessary costs to PREPA
- ✓ Match lawyer seniority and experience to task at hand
- ✓ Lean staffing
- ✓ Efficient coordination with local counsel such that there is no overlap of work
- ✓ Ability to staff team of native and fluent Spanish-speakers
- ✓ Internal task calendars, wikis and email lists streamline communication and knowledge



Richard J. Cooper

Partner, New York

CONTACT INFORMATION

+1 212 225 2276
rcooper@cgsf.com

EDUCATION

Columbia Law School, J.D.
University of London, London School of
Economics and Political Science, M.Sc.
Duke University, B.A.

Richard Cooper's practice focuses on domestic and international restructurings and leveraged finance, including project and acquisition finance. Rich has represented creditors, debtors, buyers and sellers of distressed companies and securities, creditor committees, DIP lenders, and other participants in out-of-court and in-court bankruptcy proceedings.

**Banking & Finance; Projects;
Bankruptcy/Restructuring**

Chambers Global

**Named one of twelve "Outstanding
Restructuring Lawyers" in the U.S.**

Turnaround Management Association, 2016 & 2017

"Bankruptcy MVP"

Law360

Corporate Restructuring; Project Finance

The Legal 500 U.S.

**Top 100: Restructuring & Turnaround
Professionals**

Global M&A Network

NOTABLE EXPERIENCE

- The Commonwealth of Puerto Rico in connection with the financial restructuring of \$73 billion of indebtedness and the drafting and development of the Puerto Rico Oversight, Management and Economic Stability Act (PROMESA).
- The Puerto Rico Electric Power Authority in connection with the potential restructuring of over \$9.5 billion of municipal bond and bank indebtedness.
- The Government of Puerto Rico in connection with its enactment of the Puerto Rico Public-Private Partnership Act, which created Puerto Rico's first legal framework for public-private partnership transactions.
- The Government Development Bank for Puerto Rico and PRASA in the procurement process for the award of a \$4 billion operation and management contract for the Puerto Rico water and wastewater system and in the subsequent consensual termination of these arrangements.
- The Governments of Indonesia and Colombia in the restructuring of their electric sectors, including the restructuring of TermoEmcali and TermoEmcali state-owned utilities in Colombia.
- The Government of Venezuela in the outsourcing of various oil, gas, port and other energy infrastructure projects.
- Sempra Energy and Noble Energy in connection with a number of acquisitions and project financings of energy assets in the U.S. and abroad.
- The restructurings of Aleris, America West Airlines, Circle K, Color Tile, Continental Airlines, Foxwoods Casino, Fruit of the Loom, Insight Healthcare, Lehman Brothers, M&G Chemicals, Milagro Holdings, Pan American Airways, Revco and Van Camp Seafood, among others.



Chantal E. Kordula

Partner, New York

CONTACT INFORMATION

+1 212 225 2724
ckordula@cgsh.com

EDUCATION

Harvard Law School, J.D.
Amherst College, B.A.

LANGUAGES

Spanish
French

Chantal Kordula's practice focuses primarily on transactions in Latin America, particularly project and acquisition financings, mergers and acquisitions and restructurings.

"Top-class lawyer" with an "incredible, very strong and robust" practice.
Chambers Latin America, 2016

Energy/Projects "Up & Coming Lawyer of the Year"
Chambers USA Women in Law Awards

"Minority 40 Under 40 List"
National Law Journal

Leading Lawyer in Latin American Investment
Chambers USA

Project Finance
The Legal 500 U.S.

Projects and Energy
The Legal 500 Latin America

NOTABLE EXPERIENCE

- Government Development Bank for Puerto Rico and the Puerto Rico Aqueduct and Sewer Authority (PRASA) in the international bidding process for the operation and management by a private operator of the Puerto Rico water and wastewater system, resulting in a \$4 billion service contract.
- Highstar Capital and its portfolio company, Ports America Chesapeake, in its more than \$1 billion investment in the Seagirt Marine Terminal in the Port of Baltimore.
- Citigroup Venture Capital and BMG Limited Partnership as sponsors in the project financing of Northeast Biofuels, a special purpose vehicle formed to develop an ethanol production facility in New York.
- Google's \$168 million investment in the 377 MW Ivanpah solar electric generating system in California.
- First Reserve in connection with its partnership with Mexico Power Group to build the 130MW La Bufa wind farm in Zacatecas, Mexico, including both in its equity investment in La Bufa as well as the financing of the development of the project.
- Mexico's CFE in various financings, including a \$275 million credit facility with Japan Bank for International Cooperation to provide financing for the Pacifico coal-fired power generation plant.
- The Mexican Ministry of Communications and Transportation and Aeropuertos y Servicios Auxiliares in the \$11.76 billion financing for the construction and development of the new Mexico City international airport.
- A wholly-owned subsidiary of AIG Global Investment Group in its acquisition of P&O Ports North America, whose operations consist of marine terminal concessions in the ports of New York / New Jersey, Philadelphia, Baltimore, Miami, Tampa and New Orleans.
- The sponsors in the approximately \$1.2 billion financing for the construction and operation of the Ramones II Sur pipeline in Mexico by TAG Pipelines Sur.
- Companhia Energética Meridional and Centrais Geradoras do Sul do Brazil S.A., a subsidiary of Tractebel S.A., the Belgium power company, in the project financing of a US\$427 million run-of-the-river hydroelectric power plant on the Tocantins River in the State of Goiás in Brazil.
- Corporación de Fomento de la Producción, an agency of the Chilean government, in the sale of a controlling interest in Empresa de Obras Sanitarias de Valparaíso S.A., the second largest Chilean water and wastewater company servicing the cities of Valparaíso and Viña del Mar.



Adam J. Brenneman

Partner, New York

CONTACT INFORMATION
+1 212 225 2704
abrenneman@cgsh.com

EDUCATION
University of Pennsylvania Law School, J.D.
George Washington University, B.A.

LANGUAGES
Spanish

Adam Brenneman's practice focuses on public private partnership (PPP) transactions and international corporate and financial transactions, including capital markets, restructuring, financings and mergers and acquisitions.

Clerkship – Judge Juan Torruella

U.S. Court of Appeals, 1st Circuit (2006 – 2007)

Project Finance

The Legal 500 U.S.

Banking and Finance; Capital Markets

The Legal 500 Latin America

Outstanding Young Restructuring Lawyer

Turnarounds & Workouts

Additional Recognition

Latin Lawyer 250: Latin America's Leading Business Law Firms

NOTABLE EXPERIENCE

- Aerostar Airport Holdings, a consortium comprising long-time Cleary clients Grupo Aeroportuario del Sureste (ASUR) and Highstar Capital, in multiple transactions, including the 40-year lease to operate the Luis Muñoz Marín International Airport (LMM) in San Juan, Puerto Rico, its \$350 million notes offering and \$60 million credit facility, its Section 4(a)(2) \$50 million debt offering and a \$10 million revolving credit facility.
- ASUR, in its subsequent purchase of an additional 10% stake in Aerostar Airport Holdings from Highstar Capital, and related disclosure issues.
- Highstar Capital in connection with potential PPP transactions involving New York LaGuardia and Westchester Airports.
- Puerto Rico Electric Power Authority in connection with potential public private partnership transactions, including the 2015 Request for Expressions of Interest.
- Deutsche Bank as lead arranger in the negotiation of senior secured export prepayment loan facilities for Marfrig Alimentos and its subsidiary Seara Alimentos, and in numerous financing transactions, including the negotiation of an export prepayment loan facility for Camera Agroalimentos, and the negotiation of a secured total return swap for Andes Energía.
- Termo WTE, a joint venture between Promecap, Veolia and Corporativo Kosmos as project sponsors, in connection with the financing of a greenfield waste-to-energy plant project in Mexico City, the largest project of this kind in the world and the first in Latin America.
- Fenix Power Perú S.A., operator of the most efficient thermal power plant in Peru, in its debut debt issuance consisting of a 144A/Reg S offering of \$340 million of securities.
- Deutsche Bank in multiple credit facilities to the Commonwealth of the Bahamas for the purpose of conducting infrastructure projects including construction and development of roads, ports and Marsh Harbour International Airport.
- Pampa Energía in the financing of its acquisition of an approximately 67% stake in Petrobras Argentina from Brazilian state-run oil company Petrobras.
- The initial purchasers in the \$600 million IPO, the \$1.45 billion follow-on offering and the \$840 million global bond offering by IEnova, the largest Mexican private sector gas and power company.



Luke A. Barefoot

Partner, New York

CONTACT INFORMATION
+1 212 225 2829
lbarefoot@cghs.com

EDUCATION
Stanford Law School, J.D.
Cornell University, B.S.

LANGUAGES
Italian

Luke A. Barefoot's practice focuses on corporate restructuring, insolvency and bankruptcy, and related litigation matters.

Mr. Barefoot served as a law clerk to the Honorable Rosemary Barkett of the U.S. Court of Appeals for the Eleventh Circuit.

*Finance: Corporate Restructuring
Legal 500 U.S.*

*Restructuring "Rising Star"
Law360*

*"Outstanding Young Restructuring Lawyer"
Turnarounds & Workouts*

NOTABLE EXPERIENCE

- The Government Development Bank for Puerto Rico in various litigation matters relating to Puerto Rico's debt crisis.
- Overseas Shipholding Group Inc., one of the world's largest publicly traded oil tanker companies, in its Chapter 11 bankruptcy proceedings and successful restructuring, including successful defense and resolution of challenges to its plan of reorganization
- Petrobras in a securities fraud class action and dozens of related individual actions in the U.S. District Court for the Southern District of New York.
- Barclays in its purchase of Lehman's North American investment banking assets, and various clients in resolving over \$1 billion in outstanding derivative claims against the Lehman entities, both before the U.S. Bankruptcy Court and in related European insolvency proceedings.
- Nortel Networks in the litigation of numerous claims related to Nortel's bankruptcy, including claims with respect to the allocation of over \$7 billion of proceeds from the sale of Nortel assets in bankruptcy.
- Truvo Group in winning confirmation of its plan of reorganization, which enabled the cross-border restructuring of approximately €1.5 billion of debt.
- Noble Group in its successful bid to buy substantially all of the assets of SemFuel, a subsidiary of SemGroup, through a bankruptcy auction.
- Cascade Investment in the Chapter 11 proceedings of its portfolio company, Optim Energy.
- Mittal Family Trust in its acquisition of Escada through bankruptcy proceedings in the U.S. and Europe.



Sean O'Neal

Partner, New York

CONTACT INFORMATION
+1 212 225 2416
soneal@cgsh.com

EDUCATION
Tulane Law School, J.D.
Centenary College of Louisiana, B.A.

Sean A. O'Neal's practice focuses on corporate restructuring, insolvency, bankruptcy and related litigation matters. He assists corporate debtors, creditors, investors, financial counterparties and other interested parties in bankruptcy-related transactions and out-of-court workouts. He advises clients on creditors' rights, debt instruments, prepackaged bankruptcies, loan-to-own strategies, debtor-in-possession financing, exit financing, Chapter 11 rights offerings, forbearance arrangements and other matters.

Recognized by

Chambers USA, Legal 500 US, IFLR 1000: The Guide to the World's Leading Law Firms

"Clients appreciate his experience in the field and his market presence, with one source noting: 'He knows all the players and what their next move will be - he is my chess grandmaster.'" *Chambers USA, 2017*

NOTABLE EXPERIENCE

- Puerto Rico Electric Power Authority in a potential restructuring involving \$9 billion in debt and litigation challenging Puerto Rico's Public Corporation Debt Enforcement and Recovery Act.
- Punjab National Bank, India's second largest sovereign bank, in connection with a \$2 billion fraud arising out of the Nirav Modi Scandal, the largest banking fraud in India.
- The Federal Reserve of New York in connection with the bankruptcy filings of Lehman.
- Goldman Sachs in various distressed lending and special situation, both inside and outside of court throughout the world.
- An ad hoc group of crossholders of term loans and unsecured bonds in Key Energy's prepackaged bankruptcy.
- Lion Point Capital as litigation financier of an unprecedented §201 Trade Case related to the solar industry.
- Wilmington Trust, as indenture trustee of \$1 billion in unsecured notes pursuant to the direction of bondholders, including Paulson & Co., in the Chapter 11 proceedings of Residential Capital.
- Fortress Investment Group and its affiliates in the Chapter 11 prepackaged plan of portfolio company GateHouse Media.
- Goldman Sachs in the filing of a competing plan in the Lehman Brothers Chapter 11 proceeding and related negotiation of the settlement of plan and derivative claims issues.
- American Roads in a 40-day prepackaged bankruptcy in the U.S. Bankruptcy Court for the Southern District of New York, resulting in the restructuring of approximately \$830 million in secured debt.
- Colony Capital in successful litigation to dismiss the Chapter 11 case of a mezzanine borrower in the JER/Jameson bankruptcy cases.
- Matt Cantor, as Chapter 7 trustee of Downey Financial, in pursuing potential claims against the FDIC and other matters related to the receivership of Downey Financial, Downey Savings & Loan.
- SuperMedia in its prepackaged Chapter 11 proceeding to effectuate its merger with Dex One



Alejandro Canelas Fernández

Associate, New York

CONTACT INFORMATION
+1 212 225 2608
acanelasfernandez@cgsh.com

EDUCATION
Harvard Law School, J.D.
Georgetown University, B.S.

LANGUAGES
Spanish
Portuguese

Alejandro Canelas Fernández's practice focuses on corporate and financial transactions.

NOTABLE EXPERIENCE

- GrafTech and selling shareholder Brookfield in \$525 million initial public offering on the New York Stock Exchange.
- Petróleos Mexicanos in various transactions, including:
 - In connection with reforms to the Mexican energy sector, successful solicitation of consents from holders of over 40 series of debt securities with an aggregate principal amount outstanding of approximately \$40.3 billion.
 - The establishment of a \$1.5 billion export financing program with the Export-Import Bank of the United States.
 - Several capital markets and liability management transactions.
- Fintech Energy in connection with the corporate reorganization of an Argentine gas distribution and renewable energy company.
- Nexa Resources and selling shareholder Votorantim in \$496 million initial public offering on the New York Stock Exchange and the Toronto Stock Exchange.
- Automotores Gildemeister in various transactions, including its \$700 million debt restructuring.
- Grupo Clarín in connection with the acquisition of a 49% interest in Nextel Communications Argentina from NII Holdings.
- The Province of Chaco in its debut international debt offering.
- Brookfield and GrafTech in a \$1.5 billion term loan facility and a \$250 million revolving credit facility.
- Grupo Cementos de Chihuahua in a bond offering and concurrent liability management transaction, as well as a follow-on equity offering by CEMEX.
- Empresas ICA in a bond offering and concurrent liability management transaction.
- Hoteles City Express in a follow-on equity offering.



Antonio J. Pietrantoni

Associate, New York

CONTACT INFORMATION
+1 212 225 2477
apietrantoni@cghs.com

EDUCATION
New York University School of Law, J.D.
Cornell University, B.A.

LANGUAGES
Spanish

Antonio Pietrantoni's practice focuses on corporate and financial transactions, with a particular emphasis in Latin America.

NOTABLE EXPERIENCE

- The Commonwealth of Puerto Rico (including the Government Development Bank for Puerto Rico and the Puerto Rico Fiscal Agency and Financial Advisory Authority) in connection with the restructuring of over \$73 billion of indebtedness.
- The Republic of Argentina in connection with the management of the country's external indebtedness, including settlement negotiations with institutional and retail creditors and its market re-reentry debut \$16.5 billion bond issuance, the largest by an emerging market economy, as well as subsequent capital markets and financing transactions.
- The United Mexican States in connection with both various dollar denominated and euro-denominated registered offerings and liability management advice.
- Fenix Power Perú S.A., a Peruvian electric power generation company, in its debut debt offering consisting of a 144A/Reg S offering of \$340 million senior notes.
- CAP S.A., Chilean mining company, in connection with various loan amendments and refinancings.



Gabriella Fortun

Associate, New York

CONTACT INFORMATION

+1 212 225 2679
gfortun@cgsh.com

EDUCATION

New York University School of Law, J.D.
Georgetown University, B.S.F.S.

LANGUAGES

Spanish

Gabriella Fortun's practice focuses on corporate and financial transactions.

NOTABLE EXPERIENCE

- International Seaways in the financing arrangements for its \$434 million acquisition of the holding companies for six 300,000 DWT VLCC vessels from Euronav.
- PEMEX in its €3.15 billion debt offering and concurrent cash tender offer and its \$4 billion Rule 144A/ Reg S debt offering and concurrent liability management transaction.
- The Secretaria de Comunicaciones y Transportes and Aeropuertos y Servicios Auxiliares in the \$1.76 billion Fibra E hybrid offering for the construction and development of the new Mexico City International Airport, which is expected to become the largest airport in Latin America.
- Metrogas S.A. in connection with a \$250 million senior unsecured term loan facility with Itaú Unibanco S.A and Industrial and Commercial Bank of China.

of RTR



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