

PROFESSIONAL SERVICES AGREEMENT

by and between

THE PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY

and

CLEARY GOTTlieb STEEN & HAMILTON LLP

Dated as of July 1, 2021



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") for legal advisory and consulting services is made and entered into as of this 1st day of July, 2021, 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 Deputy Executive Director, Nelson Pérez Méndez, of legal age, attorney, married, and resident of Trujillo Alto, 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 May 21, 2021, 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. If any part of the Proposal is found to be inconsistent with the terms and conditions set forth herein, the terms and conditions set forth herein shall take precedence over the Proposal and govern the matter in question.

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 2021-38 of the Board of Directors of the Authority.

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

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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 July 1, 2021, until June 30, 2022 (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 providing advice and assistance in connection with discovery requests and/or third-party subpoenas served on the Authority and its affiliate, the Puerto Rico Central Recovery and Reconstruction Office, in connection with proceedings under Title III of the Puerto Rico Oversight Management and Economic Stability Act (Jointly Administered Case No 1-BK-4780) and such other tasks that are related to foregoing and/or the PREPA Transactions or otherwise 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 subcontracted 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**, at the applicable hourly rates listed in the Proposed Hourly Rates and Special Discounts Schedule provided in **Appendix A** of this Agreement. Should the Consultant assign a resource not included in Appendix A to attend the Authority's matters, the Consultant shall promptly send the Authority an amended schedule to include such person's name, position and hourly rate, and request written approval from the Authority for such amended schedule.

(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 (\$350,000.00) (the "Fixed Monthly Fee") on the fifteenth (15th) day of each calendar month.

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- (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 (\$500,000.00) 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 (\$500,000.00), 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.
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- (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 SIX MILLION DOLLARS (\$6,000,000.00), including reimbursable expenses, unless otherwise agreed to by the Parties. 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 be itemized with entries for fractions of an hour based on tenths of an hour (.10) and 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:

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“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.”

All invoices shall be in portable document format (PDF), signed and transmitted by electronic mail transmission to the following electronic mail address: InvoiceP3@p3.pr.gov.

(f) The Consultant agrees to submit checking account transfer data to the Authority in order to facilitate future payments by means of electronic transfers.

(g) The Consultant agrees to notify the Authority within five (5) working days after having reached 75% of the maximum amount to be paid under this Agreement. The written notification shall include a detailed report of projected services for the duration of the Agreement that entail a possible increase to the limit established and a request addressed to the Executive Director to increase said amount. The Consultant hereby agrees to comply with these responsibilities with respect to the notification requirements and the report to be submitted. Furthermore, the Consultant understands and accepts that it may not exceed the amount established in the Agreement unless and until the Agreement is amended accordingly and the increase is authorized by the Authority. If the Consultant does not comply with these requirements, it waives its rights to payment for services rendered, even after they have been provided. The Authority acknowledges and understands that to the extent services are required of the Consultant beyond the "not-to-exceed" fee cap above, the Consultant cannot provide those additional services until the Authority agrees to pay additional compensation and expenses, and the Agreement is amended in writing accordingly.

(h) The Consultant acknowledges and agrees that retroactive contracting is contrary to government contracting requirements and that the Authority will not issue retroactive payments. The Consultant acknowledges and agrees that Services rendered before the date of execution or before the effective date of the Agreement, as applicable, will not be paid by the Authority.

(i) The Consultant further acknowledges and agrees that the Authority has the right to recover any erroneous payment, including but not limited to, any overpayment, duplicate payment and/or any other payment not authorized by law, regulation, and/or this Agreement. The Consultant agrees to promptly return any erroneous payment to the Authority upon receipt of a written notice. In addition, if the Consultant becomes aware of an erroneous payment made by the Authority, the Consultant shall immediately notify the Authority's management and request instructions to proceed accordingly. The Consultant acknowledges and agrees that the Authority reserves the right to make the necessary adjustments in any remaining payments to the Consultant until any erroneous amount paid is recovered.

(j) The Authority certifies that the funds for the payment of Services rendered under this

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Agreement come from budgetary allocations. All disbursements for such payments shall be made from account: 0105030420

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


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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 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.

(e) This provision shall survive the termination or expiration of this Agreement for a period of two (2) years.

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.

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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.

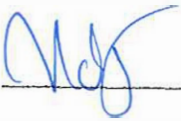
Section 5.4 ~~Upon any termination or expiration of this Agreement, the Authority shall promptly pay the Consultant any accrued but unpaid fees hereunder and shall reimburse the Consultant for any unreimbursed expenses that are reimbursable hereunder.~~

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 INDEMNIFICATION; 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 FIVE MILLION DOLLARS (\$5,000,000.00).

 (b) The Consultant also represents that it maintains Commercial General Liability insurance in the minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00). It shall be the Consultant's obligation to submit to the Authority the corresponding certifications from its insurance company evidencing such coverages. ~~The certifications provided must identify the Authority as Additional Insured.~~

(c) With respect to the Commercial General Liability insurance policy, the certification to be provided by the Consultant must identify the Authority as Additional Insured and include the following cancellation notice:


"CANCELLATION CLAUSE: It is understood and agreed that in the event of cancellation of this policy at the request of the insurance company, thirty (30) days written notice shall be given to the above-mentioned additional insured, PUERTO RICO PUBLIC PRIVATE PARTNERSHIPS AUTHORITY. However, it is agreed that if cancellation is due to non-payment of premium, ten (10) days written notice will be given".

It shall be the Consultant's obligation to submit to the Authority the corresponding certifications from its insurance company evidencing the abovementioned insurance coverage. The insurance policies required herein must remain in effect during the term of this Agreement, including any amendments to extend said term.

ARTICLE VII
APPLICABLE LAWS OF PUERTO RICO

Section 7.1. Interagency Service 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; provided, that the provision of services by the Consultant to such entity does not pose a conflict that would prevent the Consultant from providing legal services to such entity. 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 Partnerships Authority's account.

 **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 president, vice president, executive director or any member of a board of officials or board of directors, 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 shareholders, partners, associates, officers, directors, employees or agents with regards to the charges previously mentioned 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. 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 no other contracts with other agencies, public corporation, municipalities and/or instrumentalities of the Government of Puerto Rico. The Consultant acknowledges and accepts that the failure to list any current contractual relationship with any governmental entity may result in the termination of this Agreement if required by the Authority.

Section 7.6. Required Certifications.

 The Consultant will comply with all applicable laws, regulations and executive orders that regulate the contracting process and requirements of the Government of Puerto Rico, including Act No. 73-2019, as amended, known as the "2019 General Services Administration Act for the Centralization of Purchases of the Government of Puerto Rico" ("Act 73-2019").

In compliance with the provisions of Act 73-2019, the Consultant has provided the Authority the Certification of Eligibility of the Unique Registry of Professional Services Providers (known in Spanish as "Certificado de Elegibilidad del Registro Único de Proveedores de Servicios Profesionales", and hereinafter referred to as the "RUP Certification"), issued by the General Services Administration. It is hereby acknowledged that pursuant to the provisions of Article 42 of Act 73-2019, a valid RUP Certification serves as evidence of compliance with the documentation requirements necessary for contracting professional services with the Government of Puerto Rico, particularly those applicable under Act No. 237-2004, as amended, which establishes uniform contracting requirements for professional and consultant services for the agencies and governmental entities of the Commonwealth of Puerto Rico (3 L.P.R.A. § 8611 et seq.), the Puerto Rico Department of Treasury Circular Letter Number 1300-16-16 issued on January 22, 2016, as amended, which is available at: <http://www.hacienda.pr.gov/publicaciones/carta-circular-num-1300-16-16>, and the sworn statement before notary public required pursuant to Article 3.3 of Act No. 2-2018. In addition, the RUP Certification substitutes the Single Debt Certification ("Certificación Única de Deuda"), issued pursuant to Act 85-2009, as amended, known in Spanish as "Ley de Certificados y Comprobantes Electrónicos", which serves as evidence of compliance with certifications issued



by the Department of Treasury of Puerto Rico, the Department of Labor and Human Resources of Puerto Rico, the Municipal Revenue Collection Center, and ASUME (as defined below).

Further, the Consultant hereby certifies, guarantees, acknowledges and agrees to the following:

(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, if required by the Authority, 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, are essential conditions of this Agreement, and if these certifications are incorrect, 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.

(f) Investment Act for the Puerto Rican Industry, Act No. 14-2004, as amended: In compliance with the dispositions of Act No. 14-2004, known as the Investment Act for the Puerto Rican Industry, the Consultant shall use articles extracted, produced, assembled, packaged or distributed by companies with operations in Puerto Rico or distributed by agents established in

Puerto Rico while rendering the Services, provided such articles are available.

(g) 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, it shall constitute sufficient cause for the Authority to terminate the Agreement immediately, without prior notice to the Consultant.

(h) Financial Oversight and Management Board for Puerto Rico's ("FOMB") Policy for Review of Contracts: The Parties acknowledge that the Consultant has presented to the Authority the certification entitled "Contractor Certification Requirement" required pursuant to FOMB's Policy for Review of Contracts effective as of November 6, 2017, as modified on October 30, 2020, signed by the Chief Executive Officer of the Consultant (or other officer with equivalent position or authority to issue such certifications). A copy of the signed "Contractor Certification Requirement" is included herein as an **Appendix C** to this Agreement.

(i) The Consultant acknowledges and certifies that all documents, certifications, circumstances, representations, warranties and information submitted to the Authority prior to the formalization of the original Agreement as a requirement for government contracting, including those required by Act No. 237-2004, as amended, and the Puerto Rico Department of Treasury Circular Letter 1300-16-16, remain unchanged. The Consultant recognizes that the obligation to inform the Authority about any changes regarding said documents, certifications, circumstances, representations, warranties and information is an obligation that remains throughout the term of the Agreement including its amendments. The Consultant acknowledges that if requested by the Authority, the Consultant must provide the certifications that validate the above. The Consultant's failure to comply with this obligation shall be sufficient cause for the Authority to render this Agreement null and void and to require that the Consultant reimburse to the Authority all moneys received under this Agreement.

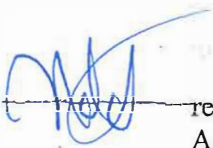
(j) The Authority certifies that the Consultant was selected as a provider of the professional services described in this Agreement in accordance with the provisions of Executive Order 2021-029. The Parties certify their knowledge of said Executive Order and the Puerto Rico Office of Management and Budget Circular Letter CC-013-2021, and that any contract that has not followed the processes and requirements established therein will be terminated.

(k) The Consultant certifies that at the time of the execution of this Agreement, it is not a public company with shares that are traded on a regulated stock exchange. The Consultant certifies that prior to the execution of this Agreement, it has submitted to the Authority a Certification of Legal Entity (known in Spanish as "Certificación sobre Personas Jurídicas").

Section 7.7. 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 for those applicable by law and those applicable under the Puerto Rico Internal Revenue Code of 2011 and its regulations, as amended 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. If the entity is not registered in Puerto Rico, therefore a Puerto Rico non-resident 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 1062.11 of the Puerto Rico Internal Revenue Code. 13 L.P.R.A. Sec. 30281. No withholdings or deductions shall be made from payments for services constituting gross income from services without Puerto Rico. The Authority shall forward to the Secretary of the Treasury of Puerto Rico any applicable withholdings or deductions made to a Consultant. Withholdings requirements will be adjusted pursuant to any amendments to the Puerto Rico Internal Revenue Code and its regulations.

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 7.8. 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 7.9. 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 Government 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 Courts of First Instance of the Commonwealth of Puerto Rico or 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 Authority, to PO Box 42001, San Juan, PR 00940-2001. In any claim, all of the costs and the reasonable attorneys' fees of the prevailing party (as determined by the court in such claim) shall be borne by the party who did not prevail. 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, Richard J. Cooper, Partner, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006, and if to the Authority, at the following address:

POSTAL ADDRESS
PO Box 42001
San Juan, PR 00940-2001

Santurce, PR 00907-2345

PHYSICAL ADDRESS
De Diego Avenue No. 100
Roberto Sánchez Vilella Government Center
Central Building Floor 3

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 regards 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.

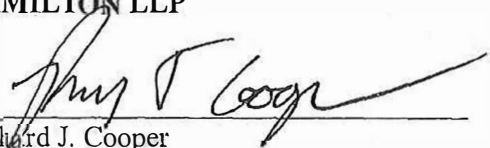
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the aforementioned date.

**PUERTO RICO PUBLIC PRIVATE
PARTNERSHIP AUTHORITY**



Nelson Pérez Méndez
Deputy Executive Director

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**



Richard J. Cooper
Partner





APPENDIX A

Notes

PR

Handwritten signature

CLEARY GOTTLIB

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Proposal for Fiscal Year 2021 - 2022

PREPARED FOR:

May 21, 2021



GOVERNMENT OF PUERTO RICO

Puerto Rico Public-Private Partnerships Authority

clearygottlieb.com

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MM

Proposed Scope of Work & Rates

RGT

ATZ

Scope of Work – T&D

The scope of work is expected to involve the continued representation of the P3 Authority as external counsel for a range of public-private partnership transactions intended to transform Puerto Rico's energy system, including, but not limited to, the following:

T&D O&M APPROVAL PROCESS AND INTERIM PERIOD

Assisting in the coordination of regulatory approvals by the Puerto Rico Energy Bureau (PREB), and participating in potential meetings with PREB. Providing advice relating to, and assisting with the coordination and implementation of, the various conditions precedent to achieving full transition of the T&D system during the period between the Interim Service Commencement Date and the Service Commencement Date. Continued assistance in the coordination of regulatory approvals by the PREB, overseeing and assisting with the proposed reorganization of PREPA as contemplated by the T&D O&M Agreement, and assisting the Authority with its responsibilities as Administrator under the T&D O&M Agreement and related Supplemental Terms Agreement. Drafting and providing advice in connection with the preparation of various ancillary agreements that are required to be executed during the Interim Period, including the GridCo-GenCo Operating Agreement.

T&D TRANSACTION LITIGATION PROCEEDINGS

Providing advice with respect to ongoing and potential litigation issues, investigations and compliance matters, and claims initiated by stakeholders with respect to the T&D O&M Agreement, including, but not limited to, the (i) ongoing appeals with respect to the motions for administrative expense treatment for amounts incurred by the T&D operator during the front-end transition and the interim periods, and (ii) pending litigation initiated by stakeholders to enjoin the T&D transaction. Assisting with the preparation for various hearings before the Title III court with respect to the T&D Transaction, and assisting with the preparation of any filings before the Title III court with respect to the multiple pending litigations described above.



Scope of Work – Generation

LEGACY GENERATION ASSETS PROCUREMENT PROCESS

Assisting in the overall management of the process and active communications with Proponents. Drafting and/or reviewing the proposal submission guidelines and baseline evaluation criteria for distribution to Proponents in advance of the submission deadline. Drafting and negotiating the documentation underlying the proposed transaction, including, but not limited to: (i) revising the draft O&M Agreement to implement comments received from Proponents and members of the Partnership Committee, (ii) drafting and revising annexes to the O&M Agreement, (iii) analyzing and preparing recommendations on structural and legal questions that arise, and (iv) preparing analysis and recommendations for, and attending meetings with, the Partnership Committee. Assisting with the evaluation of proposals received from Proponents.

DILIGENCE

Drafting, reviewing and commenting on diligence requests and related response materials. Working with local counsel, environmental and restructuring counsel and other specialist teams. Assisting in responding to bidder questions on diligence materials.

IMPLEMENTATION OF GENERATION PROJECTS

Assisting with the implementation of generation PPP transactions once entered into, including drafting, reviewing and commenting on ancillary documentation and coordinating PREB approvals and transition-related activities.

Roz



Scope of Work – Other

| | |
|---|---|
| <p>STRATEGIC COMMUNICATIONS & MANAGEMENT PRESENTATIONS</p> | <p>Working with other financial, legal and technical advisors to prepare and deliver strategic communications materials, including marketing and public announcement materials, and management presentations summarizing the T&D and generation transactions, technical and legal issues and key action items for government agency committees and the public.</p> |
| <p>LOGISTICAL SUPPORT</p> | <p>Assisting in the coordination of, and participating in, multiple meetings with bidders throughout the different stages of the procurement process. Advising on the development of key messaging and information-sharing initiatives.</p> |
| <p>LEGISLATIVE AND REGULATORY MATTERS</p> | <p>Drafting, and assisting with, the enactment of the legislative framework governing PPP transactions in Puerto Rico. Advising the government with respect to the development of potential legislation regarding energy sector PPP transactions. Assisting in drafting testimonies and written materials for legislative staff. Assisting with interfacing with energy regulators and other public and private sector actors.</p> |
| <p>ADDITIONAL GENERATION MATTERS</p> | <p>Addressing questions and communications from PREPA, Respondents, or other parties. Keeping apprised of developments concerning the IRP and subsequent generation priorities in Puerto Rico. Analyzing and developing form agreements to modernize PREPA’s internal contractual models in accordance with best market practices. To the extent additional generation projects arise or resume drafting and providing advice in connection with the preparation of procurement documents. Managing those procurement processes, including coordination with various government agencies.</p> |
| <p>ADDITIONAL PUBLIC-PRIVATE PARTNERSHIPS</p> | <p>Assisting the Authority in evaluating new public-private partnerships, including the Vimenti and Platform for Social Impact, Inc.’s proposed “workforce hub,” and establishing, to the extent permitted by applicable law, internal processes for the creation of additional public-private partnerships throughout Puerto Rico’s various sectors.</p> |

MP

Proposed Hourly Rates and Special Discounts

The proposal contemplates a cap of \$7,000,000 for legal services provided between July 1, 2021 and June 30, 2022. The hourly billing rates that would apply are shown in the table below and apply across departments and practices within Cleary. These rate ranges include a discount of approximately 17% off our designated 2021 rates.

| Lawyer/Level | Discounted PR P3A Base Rates (USD) |
|------------------|------------------------------------|
| Partners | \$1,065 - \$1,525 |
| Counsel | \$995 - \$1,215 |
| Senior Attorneys | \$970 - \$1,130 |
| Associates | \$565 - \$955 |
| Paralegals | \$310 - \$415 |

RG



CLEARY GOTTlieb

Annex: Our Additional Relevant Credentials



GOVERNMENT OF PUERTO RICO
Puerto Rico Public-Private Partnerships Authority

RSC

clearygottlieb.com

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Firm Overview



“Cleary is **meaningfully better at international and super complicated work than everyone else I’ve worked with.** They do a great job so I would turn to Cleary for anything – they are great domestically and internationally.”

A single, 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.

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

2021



Why Cleary Gottlieb?

Puerto Rico Experience

Cleary Gottlieb's experience in Puerto Rico places us in the unique position of having thorough knowledge of the obligations of Puerto Rico and its instrumentalities, and the major issues that those will present in connection with transactions and disputes. 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** and the **financial challenges** the Government has 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** in local transactions. In addition, throughout our prior engagements with the Government and our extensive involvement in transactions in Puerto Rico including work for the P3A, we have developed strong working relationships with a variety of **local Puerto Rican law firms** and a deep understanding of its **legal and business culture**.

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** – the largest-ever awarded O&M contract in the water and wastewater industry at the time – as well as in the subsequent termination of that contract when the operator failed to meet its obligations thereunder, 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 advising in the Government's efforts to transform the **electric sector** as part of our ongoing representation of the **P3A**, as described below and in later slides. We also have extensive U.S. and international experience handling complex and important PPP projects involving power and other infrastructure assets.

PREPA & P3A Expertise

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. Since 2018, we have been advising the **P3 Authority** in connection with the transformation of PREPA. As lead counsel for the P3 Authority, Cleary has been instrumental in the ensuring that the Government's goals are met within the specified timeline. Our engagement has been **multidisciplinary**: we have been directly responsible for, or otherwise involved in, virtually every major aspect of the various transactions and related efforts currently underway to transform Puerto Rico's energy system. Additionally, we have acquired **broad knowledge of energy infrastructure in Puerto Rico** through work on various prior matters, including, among others: (i) the **Aguirre Gas Port** project; (ii) PREPA's **Integrated Resource Plan (IRP)**; (iii) PREPA's **renewables 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) **labor and pension-related issues**.



Latin America & Caribbean Practice

Our Practice

\$164B+

Closed LatAm M&A since 2010*

\$701B+

Capital markets offerings by LatAm issuers since 2010*

8 out of 10

Securities counsel to 8 out of top 10 LatAm companies by market cap

20+

Advised 20+ LatAm FPIs with their SEC reporting obligations

Our Team

60+ years

Leading international presence in LatAm since 1960s

2 Offices

On the ground, in Buenos Aires and São Paulo, with support globally from a 16-office network

250+

Spanish speakers and 40+ Portuguese speakers across all offices

200+

Firm alumni at local law firms with whom we have long-standing relationships

2020 Best Law Firm in Latin America

LATINFINANCE

For a record eighth time in the past nine years

Only firm ranked in the top tier for Latin America-wide Corporate/M&A, Capital Markets and Banking & Finance every year the rankings have been published

CHAMBERS

2009-2020

2020 Americas Law Firm of the Year

IFLR

Fourth time since 2015

No. 1 Law Firm in Latin America Five Years Running

Latinvex

2016-2020

RGC

RGR



Latin America & Caribbean Practice

“Cleary counts among its team many **top-notch, sophisticated lawyers** capable of rendering **high-calibre legal advice** and working seamlessly across practice groups.” “Add this to their language capabilities and local offices, and you can see that they have a **unique advantage** in comparison to other firms.”

Chambers Latin America, 2020

“**Impressive cohesion and ability** of the team to capture the essence of the issues, so as to provide **top notch and creative solutions**. They quickly understand and speak the language of the business in a transparent and dynamic fashion.”

The Legal 500 Latin America, 2021

“Their service standards are among the **very highest in the industry**. Their personnel is highly qualified, responsive, and holds the client’s interests in the highest regard.”

Chambers Latin America, 2020

What People Say About Us

“They are the **go-to law firm** for international issues. They have a big network of offices around the globe, which makes them **perfect for big international deals**, and they **always deliver a fantastic work product**.”

Chambers Latin America, 2021

“Cleary has a **deep bench of extremely intelligent and experienced lawyers**, and covers the **Latin America space like no other US firm does**.” “They are always **available, friendly, cooperative**, and provide the **best quality** on every opinion and document. You can feel how they try to be in your shoes in order to **solve any matter for your specific situation**.”

The Legal 500 Latin America, 2021

“They have been my **US law firm of choice for many years now**. I have used them for extremely challenging situations and they have always delivered.” “When you work with Cleary, you expect a **top-tier service**.” “They keep the standard very high.”

Chambers Latin America, 2021



Government Advisory Practice

Selected Governments Represented



FINANCIAL TIMES

“If you are a sovereign government... you go to Cleary Gottlieb...”

RGC



Government Advisory Practice



Long Tradition

We work closely with sovereigns and state-owned companies, multinational corporations, banks and other financial institutions in providing comprehensive advice on the full range of projects undertaken by sovereign governments

1949

- Cleary Gottlieb opens **Paris office** to represent **French government** in implementation of Marshall Plan procurement program

1960-70s

- Representation of **sovereigns in Africa**, such as Algeria on early **oil and gas laws** and contracts with foreign companies

1940

1950

1960

1970

1980

1961

- Cleary Gottlieb opens **Brussels office**, working on establishment of **European Coal & Steel Community** (predecessor of European Union)

1980s

- **Latin American Debt Crisis**: Cleary Gottlieb represents Mexico, Argentina, Chile, Uruguay and other countries in **restructurings**, including first Brady Bonds

Government Advisory Practice

Long Tradition

1990s

- Cleary Gottlieb represents **Latin American issuers**: Ecuador, Argentina and Mexico
- Main counsel to the **Government of Kuwait** in 1991 after the end of the Iraqi invasion
- Cleary Gottlieb retained by **Russian government** for oil and gas, debt restructuring, privatization, foreign investment and finance (later international arbitration)
- **Asian financial crisis**: Cleary Gottlieb represents Indonesia, South Korea, Philippines
- **Oil and gas licensing rounds** in Venezuela, Brazil, Mexico
- Breakup of Yugoslavia: Cleary Gottlieb designs innovative **Slovenian debt exchange**

1990

2000

2010

2020

2000>

- **Financing**: Argentina, Brazil, Colombia, Dominican Republic, Chile, Mexico, Uruguay, Republic of the Philippines, Federal Republic of Nigeria and the Central Bank of Nigeria, Ivory Coast, Senegal, Russian Federation, Armenia, South Korea and Indonesia among others
- **Debt Restructuring**: Republic of Iraq, Barbados, Congo (Brazzaville), Ivory Coast, Argentina, Greece (largest-ever debt restructuring), Chad, Iceland and Lebanon
- **SEC** – filings for worldwide sovereign, quasi-sovereigns and multilateral issuers
- **Oil and Gas**: Pemex, Petrobras, SNPC/Congo, Republic of Iraq, Lebanon, Gabon and Gazprom
- **Litigation and Arbitration**: Russia, Argentina (worldwide bondholder claims), Slovenia (suits arising from debt exchange), Republic of Iraq, Congo (Brazzaville), SNPC (Congo)

2021



Puerto Rican Government Experience

Selected Private-Public Partnership & Infrastructure Representations



The P3A in connection with the transformation of Puerto Rico's electric system, including (i) formulating and implementing transaction structures (e.g., concession, operation and maintenance (O&M) and engineering, procurement and construction (EPC) structures) tailored to the Government's objectives and the range of energy assets (e.g., generation as well as transmission and distribution) (ii) developing a legislative and regulatory framework for the procurement of public-private partnerships for infrastructure projects, (iii) providing advice in connection with the drafting, preparation, and management of requests for qualifications (RFQ) and requests for proposals (RFP) in connection with the various energy infrastructure projects, (iv) coordinating with the PROMESA fiscal oversight board and its advisors, as well as the Government's financial, technical and other legal advisors, to ensure that parallel processes are aligned and run efficiently, and (v) formulating and implementing the P3A's litigation strategy for defense of third party subpoenas issued in connection with the receivership and RSA-related litigation concerning PREPA's Title III proceeding



P3A in the successful procurement and entry into a 15-year agreement between LUMA Energy LLC and PREPA whereby LUMA will operate, maintain, and modernize Puerto Rico's transmission and distribution system.



GDB 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



Various Puerto Rican instrumentalities on public-private partnerships, contractual matters and restructurings over the past decade, including assisting the GDB in the drafting of Puerto Rico's PPP law in 2009



The Government of Puerto Rico in connection with the analysis of 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



Puerto Rico
Aqueduct and
Sewer Authority

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 – the largest-ever awarded O&M contract in the water and wastewater industry at the time, and the subsequent termination of that contract when the operator failed to meet its obligations thereunder; and separately, Blackrock in connection with rescue financing for PRASA



Aerostar Airport Holdings, a joint venture of Grupo Aeroportuario del Sureste and Highstar Capital, in the negotiation and financing of a 40-year lease to operate the San Juan Luis Muñoz Marín International Airport as a PPP, involving a \$350 million Section 4(a)(2) senior secured notes offering, the proceeds of which were used to refinance the upfront fee paid by Aerostar to the Puerto Rico Ports Authority in connection with its long-term lease of the airport, and a \$60 million capital expenditure and working capital credit facility

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Puerto Rican Government Experience

Selected Additional Representations



The Government of Puerto Rico in devising various proposals to stabilize the Puerto Rico's financial system, including (i) development of a modern receivership statute for the GDB, (ii) contingency planning with the U.S. Department of the Treasury and National Credit Union Administration, (iii) implementation of an exchange offer and emergency liquidity facilities for certain local credit unions (*cooperativas*), and (iv) reform of COSSEC, the Puerto Rican institution that regulates the cooperativas



PREPA in negotiating and documenting a restructuring support agreement with a majority of its creditors and related matters, including (i) development and passage of the PREPA Revitalization Act, (ii) structuring of a voluntary exchange of existing debt into securitization bonds, and (iii) development and implementation of a request for expressions of interest process for PREPA, which sought input from third-party investors on the appropriate contractual modality for new infrastructure development



GDB and the Fiscal Agency and Financial Advisory Authority on a broader fiscal and debt adjustment of the \$73 billion debt stock across the multiple Puerto Rico issuers, including in addressing the US tax consequences of the anticipated exchange of both taxable and tax-exempt bonds for new bonds with different terms as part of the debt restructuring, including legislative strategy, negotiations with the Treasury Department and technical advice



GDB in restructuring its subordinate loan to the developer of the El Conquistador Hotel and, separately, GDB and certain of its officers and directors in regulatory investigations concerning certain debt issuances



AIG Highstar Capital in its acquisition of P&O Ports North America, which comprised the U.S. port operations of DP World, and the acquisitions of the marine terminal operator MTC Holdings and the Puerto Mexico intermodal terminal facility



COFINA in the preparation and negotiation of a dealer manager agreement in connection with the solicitation of votes from bondholders to accept COFINA's court-approved restructuring plan pursuant to Title III of PROMESA



Various Puerto Rican entities and instrumentalities on litigation and enforcement matters relating to its restructuring and debt obligations, including successfully representing the GDB in connection with an investigation by the SEC, representing the P3A in connection with defending subpoenas brought in the Title III proceeding for PREPA, representing the GDB in connection with a lawsuit brought by holders of its bonds before the Federal District Court in Puerto Rico and representing the Puerto Rico Department of Treasury in connection with subpoenas served by the SEC



GDB with the drafting and implementation of the Puerto Rico Emergency Moratorium and Financial Rehabilitation Act (Act 21-2016) and subsequent litigation brought by certain creditors regarding the provisions of Act 21-2016 and other emergency liquidity measures taken by GDB

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TRC



Puerto Rico's Electric System Transformation - Project Summary

Responsibilities and Experience

As lead counsel for the P3 Authority, Cleary has been instrumental in ensuring that the Government's goals are met within the specified timeline. Our engagement has been multidisciplinary: we have been directly responsible for, or otherwise involved in, virtually every major aspect of the various transactions and related efforts currently underway to transform Puerto Rico's energy system.

PROCUREMENT PROCESS

Drafted, and provided advice in connection with the preparation of, various requests for qualifications (RFQ) and requests for proposals (RFP) processes. Managed RFQ and RFP processes, including coordinating with various Puerto Rican government agencies to streamline necessary channels of information and support to ensure the timely completion and delivery of RFQ and RFP materials.

STRUCTURING ANALYSIS

Analyzed potential transaction structures (e.g., concession, operation and maintenance (O&M), engineering and procurement) tailored to the Puerto Rican government's objectives and a diverse range of energy assets (including transmission and distribution systems and green field vs. brownfield generation). Analyzed potential sources of financing, including U.S. federal government disaster and recovery funding alternatives.

TRANSACTION DOCUMENTATION

Drafted and negotiated the documentation underlying the proposed transactions (i.e., term sheets, O&M contracts, financing arrangements), liaised with the relevant Government agencies and independent regulatory bodies with respect to their feedback and applicable approval processes, as well as analyzed and developed form agreements to modernize PREPA's internal contractual models in accordance with best market practices.

EVALUATION OF RESPONSES AND PROPOSALS

Assisted with the evaluation of RFQ responses and RFP proposals received from potential counterparties. In addition, advised with respect to the formulation of criteria to evaluate and compare bidder proposals and the presentation of evaluation results to the appropriate governance bodies.

Puerto Rico's Electric System Transformation – Project Summary (*cont.*)

| | |
|---|--|
| MANAGEMENT PRESENTATIONS | Worked with other financial, legal and technical advisors to prepare and deliver management presentations summarizing transactions, technical and legal issues and key action items for government agency committees, as well as for bidders. |
| OPERATIONAL SUPPORT | Assisted in the analysis and review of PREPA's material business agreements, including vendor and fuel supply contracts and power purchase agreements. |
| LOGISTICAL SUPPORT | Assisted in the coordination of, and participated in, multiple meetings with bidders throughout the different stages of the procurement process. Advised on the development of key messaging and information-sharing initiatives. |
| LEGISLATIVE AND REGULATORY MATTERS | Drafted, and assisted with, the enactment of the legislative framework governing PPP transactions in Puerto Rico. Advised the government with respect to the development of potential legislation regarding energy sector PPP transactions. Assisted the government with lobbying efforts in Washington D.C., including by drafting testimonies and written materials for legislative staff. Assisted with interfacing with Puerto Rican energy regulators and other public and private sector actors. |
| DILIGENCE | Drafted, reviewed and commented on diligence requests and related response materials. Conducted vendor due diligence to ensure that diligence materials did not contain potentially sensitive information. Worked with local counsel, environmental and restructuring counsel and other specialist teams on the preparation of white papers covering specific diligence topics. Assisted in responding to bidder questions on diligence materials. |
| DISPUTES | Provided advice with respect to ongoing and potential litigation issues, investigations and compliance matters. |

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Throughout this presentation, "Cleary Gottlieb", "Cleary" and the "firm" refer to Cleary Gottlieb Steen & Hamilton LLP and its ~~its~~ affiliated entities in certain jurisdictions, and the term "offices" includes offices of those affiliated entities.

Appendix

A

The rates listed herein are subject to modification, resulting
from periodic rate changes as determined by Cleary
Gottlieb.

| | | Rates Effective as of <u>July</u> <u>1, 2021</u> |
|--------------------------|-------------------|---|
| Richard J. Cooper | Partner | \$ 1,525.00 |
| Chantal E. Kordula | Partner | \$ 1,465.00 |
| Sean O'Neal | Partner | \$ 1,450.00 |
| Luke A. Barefoot | Partner | \$ 1,430.00 |
| Adam J. Brenneman | Partner | \$ 1,385.00 |
| Daniel Ilan | Partner | \$ 1,385.00 |
| Michael Albano | Partner | \$ 1,450.00 |
| Laura Bagarella | Counsel | \$ 1,130.00 |
| James G. Corsiglia | Senior Attorney | \$ 1,130.00 |
| Claudia Diaz-Aleman | Associate | \$ 850.00 |
| Daniel Binette | Associate | \$ 895.00 |
| Hoo Ri Kim | Associate | \$ 850.00 |
| Juliette M. Todd | Associate | \$ 850.00 |
| Victoria del Rio-Guarner | Associate | \$ 850.00 |
| Eric B. Finkelberg | Associate | \$ 770.00 |
| Thomas Lynch | Associate | \$ 770.00 |
| Laura Daugherty | Associate | \$ 850.00 |
| Thomas Jay Standifer | Associate | \$ 770.00 |
| Andrew Wood | Associate | \$ 850.00 |
| Nicholas Koeppen | Associate | \$ 670.00 |
| Joshua Deull | Associate | \$ 850.00 |
| Brydne Slattery | Associate | \$ 670.00 |
| Destiny Kanu | Associate | \$ 670.00 |
| Hee Son Hong | Contract Attorney | \$ 235.00 |
| Benazir D. Rozan | Paralegal | \$ 415.00 |
| Korinna Garfield | Paralegal | \$ 415.00 |
| Maria B. Rodriguez | Paralegal | \$ 415.00 |
| Sarah Hatoum | Paralegal | \$ 415.00 |
| Sarah Hunter | Paralegal | \$ 415.00 |
| Kelsey Dion | Paralegal | \$ 355.00 |
| Jeffery Lopez | Paralegal | \$ 415.00 |
| Mildred Miranda-Cruz | Paralegal | \$ 415.00 |
| Josefina Scriven | Paralegal | \$ 355.00 |
| Melanie Calderon-Lemus | Paralegal | \$ 310.00 |
| Maia Vasaturo-Kolodner | Paralegal | \$ 310.00 |
| Alexander Abelev | Non-Legal | \$ 205.00 |
| Cory Eskenazi | Non-Legal | \$ 205.00 |
| Lisa M. Milano | Non-Legal | \$ 205.00 |



| | | |
|----------------------------|----------------------|----------------------|
| Nicholas Lamb | Non-Legal | \$ 205.00 |
| Patrick W. Lang | Non-Legal | \$ 205.00 |
| Vini Lashay | Non-Legal | \$ 205.00 |

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Appendix B
Billing Guidelines for Consultants

The Puerto Rico Public Private Partnerships Authority (“P3 Authority”) may engage the services of consulting firms or independent consultants (collectively and hereinafter “Consultant”) to provide certain consulting services for managing its affairs (the “Consulting Services”).

The Consultant shall be committed to providing Consulting Services with the highest quality standards and in the most reasonable, prompt, efficient and cost-effective manner. Therefore, the P3 Authority expects Consultant to stress integrity and to uphold the highest standards of professionalism and ethical conduct in ensuring timely, responsive, and cost-effective consulting services by complying with these billing guidelines (the “Guidelines”).

The Guidelines set forth the P3 Authority's expectations relative to the Consulting Services being provided and the nature of the working relationship with Consultant. Through the Guidelines, the P3 Authority hereby provides Consultant with an understanding of what consulting fees and expenses the P3 Authority will pay and reimburse. Furthermore, these Guidelines shall constitute a written agreement by the parties for any matter to which the Consultant is engaged on behalf of the P3 Authority. These Guidelines shall govern the billing terms of the professional relationship between the P3 Authority and Consultant.

The P3 Authority considers Consultant's invoices for services rendered (the “Invoices”) as a certification by Consultant that the billing for services, as reflected on the Invoices, is reasonable for the matters involved, and necessary for the proper rendering of the Consulting Services relative thereto.

The P3 Authority expects Consultant to strictly adhere to the Guidelines and to charge for actual consulting services rendered, at the rates established and agreed in advance by the parties, and to refrain from billing non-billable work or expenses. Compliance with the Guidelines will avoid delays in processing Invoices or the possible nonpayment of the services provided. The P3 Authority expects Consultant to become familiar with the Guidelines and if there are any questions relative thereto then Consultant should contact P3 Authority's Legal Department.

The following rules shall govern Consultant's billing for the Consulting Services and its presentation of the Invoices:

A. Billing Rates and Fee Arrangements

- i. The P3 Authority expects to be charged reasonable fees for the Consulting Services, pursuant to the applicable code of professional conduct. A reasonable fee is considered to be the product of: a) the amount of time reasonably necessary to devote to the matter by appropriately qualified consulting professionals, and b) the customary or previously agreed to billing rates (the “Billing Rates”) of those professionals involved in the rendering of the Consulting Services. Furthermore, the P3 Authority expects Consultant to use prudence and reasonableness in rendering the Consulting Services, refraining from providing more consulting services than are actually needed to complete the same.



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- ii. Under no circumstance will the P3 Authority pay for Consultant's overhead expenses, as they are generally categorized in accordance to applicable accounting principles.
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- iii. Consulting Services will be billed in increments of **[6 minutes or 1/10 of an hour]**.
 - iv. Unless otherwise agreed upon in advance, all hourly billing rates shall be solely on the basis of the Billing Rates. Absent a specific agreement for an alternative fee arrangement for a specific consulting service, Consultant's fees shall be computed by applying the Billing Rates to the reasonable time actually incurred in rendering the Consulting Services.
 - v. The level of expertise of the consultant assigned to a matter referred by the P3 Authority shall be appropriate to the complexity of the issue therein. Therefore, partners, principals or directors of the consulting firm shall not bill for tasks that can be performed by a less senior consultant at a lower cost. Furthermore, the P3 Authority requires Consultant to assign less demanding tasks to less senior consultants in order to minimize consulting expenses. Additionally, for matters of similar nature occasionally referred to Consultant, the P3 Authority expects Consultant to assign a consultant with prior experience with such matter. Consultant shall ensure that the work performed by the assigned consultant(s) is reasonable, useful, and done efficiently.

B. Referrals and Budgets

- i. If applicable, in the event that Consultant anticipates incurring in significant time or expenses in excess of the normal amount within a particular month, Consultant shall contact the P3 Authority to notify of the anticipated excess amount of billable hours or expenses during that month and shall include a reasonably detailed explanation of the reasons for such additional costs.

C. Staffing Matters

- i. The P3 Authority will not pay for or authorize:
 - a) Administrative charges such as:
 - i. Scheduling or review of personnel;
 - ii. Preparation and review of billing statements;
 - iii. Preparation of budgets of time plan, staffing of total costs of projected consulting work;

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- iv. Preparation of Audit Letters to our external auditors;
 - v. Preparation of any other status report; or negotiation, review, and/or drafting of retention or engagement agreement between the P3 Authority and the Consultant.
- b) Grazing: The P3 Authority will not pay for billed time for getting up to date with any consulting matter. This includes time spent by newly assigned consultants to familiarize themselves with a matter.
- c) Block billing: All tasks must be billed separately.
- d) Vague, confusing or otherwise undetailed time entries.
- e) Time associated with research on general client or industry trends, and time expended on "canned" research, such as research of a generic nature or for a prior matter or issue.
- f) Intra-office conferences that deal with substantive issues are reimbursable when a thorough description of the purpose is provided.
- g) Overstaffing: A minimum number of consultants should be assigned to each matter. Overstaffing includes:
- i. More than one consultant billing for reading or reviewing internal written communication (including email); or
 - ii. Inclusion of more than one consultant at meetings or hearings for the purpose of consultant development.
- Consultant should explain why the circumstances warrant an exception from this general rule. The P3 Authority reserves the right of not paying the hours billed by any additional consultant if P3 Authority's prior written approval was not obtained by Consultant.
- h) The review, execution and processing of agreements with the P3 Authority.
- i) Any time spent at seminars or other training, unless otherwise specifically approved in writing.
- j) Summer intern, temporary or contract consultant, or other intern time unless it has previously been identified as part of the approved staffing in the Billing Rates approved by the P3 Authority.
- ii. If a previously drafted or standard form is available, the P3 Authority will pay only for the amount of time necessary to modify the document for use in the specific



consulting matter and not the time originally incurred to draft the standard document.

- iii. Subject to the provisions of subsection (i) of this Section C, the P3 Authority will not pay for administrative work performed by consultants, such as managing or supervising other consultants, nor will pay for in-firm meetings, conferences, and consultations.
- iv. The P3 Authority shall not pay for duplication of time caused by:
- a. Transfer of a consulting matter to a new consultant for internal reasons;
 - b. Double teaming; or
 - c. One consultant redoing the work of another.
- v. It is recommended, but not required, that prior to any meeting or conference call, Consultant shall provide the P3 Authority team members with an agenda for said meeting or conference call detailing the matters to be discussed, as well as a guideline for suggested next steps after any such meeting or conference call.

D. Billing and Invoicing

- i. Each task or activity shall be separately itemized on the Invoices, including a break-down thereof that at a minimum shall include:
- a. A chronological listing of all services;
 - ~~b. A description of the service being billed. The description shall include (i) the type of work being performed and (ii) the subject matter;~~
 - c. The name of each consultant or consulting professional whose work is being billed;
 - d. The date of the service;
 - f. The amount of time spent by each person on each item in the interval increments defined herein; and
 - g. The Billing Rate at which the service is being billed.
- ii. Entries for telephone conversations, conferences and meetings must specifically describe all parties involved and the subject matter or purpose of the task.
- iii. The P3 Authority will not pay for billed services whose descriptions lack specificity.
- iv. The Invoices shall include a summary thereof, including:
- a. Name and initials of each time keeper;
 - b. Staff classification including for each category of consulting personnel (Partner, Junior Partner, Manager, Senior Consultant, Consultant, Principal, Director, Associate, Intern, etc.);
 - c. Hourly billing rate of each time keeper; and



- d. Total time and fees billed for each time keeper by subject matter.
- v. The Invoices shall also include an overall summary by staff classification, including for each category of consulting personnel (Partner, Junior Partner, Manager, Senior Consultant, Consultant, Principal, Director, Associate, Intern, etc.), the number of individuals in each category, the total number of hours by each category, and the total fees by category.
- vi. The Invoices shall be divided individually by project or matter (e.g. Flexible Distributed Generation Units Project; San Juan Bay Cruise Terminals Project; Court cases; etcetera). Invoices shall also include a billing history or summary of all fees and expenses incurred in a particular matter up to the invoicing date along with a comparison to the total budgeted or contracted amounts.
- vii. The P3 Authority reserves the absolute right to make any changes, at its sole discretion, to the fees included in the Invoices if it reasonably believes that the amount of time devoted to the matter by the consulting professional or the timekeeper should be reduced.
- viii. In addition, Consultant shall provide the Certificate of Waiver from Withholding (total or partial) from the Puerto Rico Department of Treasury to the P3 Authority, if applicable.
- ix. Any Invoices without the required information included or attached will not be processed for payment and will be returned to Consultant for the corresponding corrections or modifications.
- x. The Consultant's in charge of the P3 Authority account (the "Account Partner") shall review the Invoices prior to submitting them to the P3 Authority and should be able to explain all of its time charges if so requested.
- xi. Furthermore, the Account Partner shall certify the accuracy and reasonableness of the Invoices and their compliance to the Guidelines and all applicable ethical rules. The P3 Authority reserves the right to withhold or deny approval of the Invoices in the event the Guidelines are not complied with.

E. Expense Reimbursement

- i. The P3 Authority will not pay and will not separately reimburse Consultant for overhead costs. Expenses that are considered Consultant's overhead are part of the professional's hourly rate and are not reimbursable. The term overhead includes, but is not limited to all administrative or general costs incidental to the operation of the Consultant including without limitation office rent, conference rooms, equipment, computer software, office supplies, transportation, telephone and mobile charges, books, meals, routine postage, the services of librarians, file clerks, data entry clerks, photocopy operators, secretaries, overtime or utilities, word processors, messengers, other support personnel, or any other overhead expense as recognized by applicable accounting standards.



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- ii. Non reimbursable tasks include binding, scanning, indexing, collating, coding, filing, transmitting and preparing letters, mailing, faxing, emailing, word processing, proofreading, scheduling, events, deliveries, data entry, conference call charges, invoicing, billing, staffing, or other similar clerical or ministerial functions.
-
- iii. The Invoices may also include additional consulting expenses to be charged by Consultant as previously authorized by the P3 Authority, with a total for those consulting expenses charged at a reasonable market price. Each such additional expense item shall be:
- a. Separately itemized;
 - b. Show the date the expense was incurred;
 - c. Include a descriptive explanation of the charge;
 - d. Indicate the amount of the charge; and
 - e. Indicate the timekeeper who incurred the charge.
- iv. Disbursements for pre-approved reimbursable expenses will be compensated at actual cost with the appropriate documentation to substantiate the expenses such as actual vendor receipts, which shall be included in the Invoices as an attachment. Actual cost is defined as the amount paid to a third-party service provider, net of any discounts ("Actual Cost").
- v. All expenses will be reimbursed at Actual Cost and Consultant shall not upcharge any of the expenses incurred in providing services to the P3 Authority. The P3 Authority will not pay for normal transportation costs incurred in travel to and from the office, for overtime transportation, or for valet services. Car services during travel are limited to taxicab or transportation network companies' fares, and Consultant shall provide appropriate documentation to substantiate the expenses such as actual receipts, which shall be included in the Invoices as an attachment.
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- vi. The P3 Authority will reimburse Consultant for reasonable and necessary delivery charges and messenger services at Actual Cost. However, charges for time spent preparing mail packages are considered as part of the Consultant's overhead and are not reimbursable. Disbursements for messenger services expenses will be compensated with the appropriate documentation to substantiate the expenses such as actual receipts, which shall be included in the Invoices as an attachment. Third party courier and express delivery services should be used cautiously.
- vii. Photocopying will be reimbursed at the Actual Cost to Consultant and which under no circumstances shall exceed ten (10) cents per page. Documentation for photocopying expenses shall include evidence of the amount of copies executed with the date.
- viii. Reimbursements of expenses made by Consultant during travel to Puerto Rico are limited to:
- a. Fifty-eight (58) dollars per day for food, for which Consultant need not provide a receipt; and



- b. One hundred and ninety-five (195) dollars per night, for hotel for which Consultant must provide appropriate documentation subject to agreement by the P3 Authority.
- ix. Reimbursements of expenses made by Consultant during travel outside of Puerto Rico are subject to the regulations published by the U.S. General Service Administration and the Defense Travel Management Office of the Department of Defense.
- x. Expenses for airfare travel will be reimbursed with the appropriate documentation to substantiate the expense, such as receipt of the air fare where the trip detail is presented. The P3 Authority will only reimburse for economy class airfare travel. The P3 Authority will not pay for any costs incurred in for "extra leg room" space. Any reimbursement for cancelled air travel must be pre-approved by the P3 Authority.
- xi. The P3 Authority expects Consultant to immediately provide any back up documentation for a particular disbursement charge if it so requires. The P3 Authority will not pay for unsupported charges.
- xii. The P3 Authority will only reimburse for expenses made within the time frame of the contract between the P3 Authority and Consultant.

F. Third Party Subcontracting

- i. If Consultant deems it necessary to use any other consulting firm, consultant, or other third party providers (the "Third Party") in providing a service in a matter it is handling for the P3 Authority, then such request shall be made to the P3 Authority A prior to the retention or hiring thereof and shall obtain written consent from the P3 Authority to proceed with the subcontracting.
- ii. Unless a different billing arrangement is authorized by the P3 Authority, Consultant shall directly pay the Third Party for work performed in connection with services rendered on behalf of the P3 Authority.
- iii. Payments to the Third Party should be included as a disbursement on Consultant's next subsequent invoice to the P3 Authority and said invoice shall be accompanied by the Third Party's corresponding billing detail which shall also be in full compliance with the Guidelines.
- iv. Consultant shall not upcharge or surcharge any of the Third Party's billings or expenses incurred in providing services to the P3 Authority. The P3 Authority will only reimburse the Actual Cost of pre-approved Third Party's services.
- v. All Third Party invoices paid by Consultant shall be included in the Invoices as an attachment and as an itemized expense must, absent specific prior approval to the contrary, also comply with the Guidelines.



CONSULTANT ACKNOWLEDGMENT

The Consultant through its Account Partner, or representative noted herein, acknowledges the receipt and review of the P3 Authority 's Billing Guidelines for Consultants.

Kindly indicate your acceptance and agreement to adhere to the above guidelines by signing a copy thereof and returning the same to the P3 Authority.

By signing this acknowledgment, you further certify that you will only remit invoices to the P3 Authority that fully comply with all terms and conditions contained in the Guidelines.

This document may be signed in counterparts and a copy of the execution signature shall be as effective as an original. Furthermore, all fully executed copies shall be considered duplicate originals.

So acknowledged and accepted by:

Name: Richard J. Cooper, Partner

Title: Partner

Date: July 1, 2021



Appendix C



Contractor Certification Requirement

The following certification shall be provided to the Oversight Board and the Commonwealth's Contracting Government Entity by the Chief Executive Officer (or equivalent highest rank officer) of each proposed contractor under contracts submitted for review:

1. The expected contractor's subcontractor(s) in connection with the proposed contract¹ is (are) the following: Not Applicable.
2. Neither the contractor nor any of its owners², partners, directors, officials or employees, has agreed to share or give a percentage of the contractor's compensation under the contract to, or otherwise compensate, any third party, whether directly or indirectly, in connection with the procurement, negotiation, execution or performance of the contract, except as follows: Not Applicable.
3. To the best knowledge of the signatory (after due investigation), no person has unduly intervened in the procurement, negotiation or execution of the contract, for its own benefit or that of a third person, in contravention of applicable law.
4. To the best knowledge of the signatory (after due investigation), no person has: (i) offered, paid, or promised to pay money to; (ii) offered, given, or promised to give anything of value to; or (iii) otherwise influenced any public official or employee with the purpose of securing any advantages, privileges or favors for the benefit of such person in connection with the contract (such as the execution of a subcontract with contractor, beneficial treatment under the contract, or the written or unwritten promise of a gift, favor, or other monetary or non-monetary benefit).
5. Neither the contractor, nor any of its owners, partners, directors, officials or employees or, to the best of its knowledge (after due investigation), its representatives or sub-contractors, has required, directly or indirectly, from third persons to take any action with the purpose of influencing any public official or employee in connection with the procurement, negotiation or execution of the contract, in contravention of applicable law.
6. Any incorrect, incomplete or false statement made by the contractor's representative as part of this certification shall cause the nullity of the proposed contract and the contractor must reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the proposed contract.

The above certifications shall be signed under penalty of perjury by the Chief Executive Officer (or equivalent highest rank officer) in the following form:

¹ As used herein, the term "contract" is inclusive of any amendments, modifications or extensions.

² For purposes of this certification, a contractor's "owner" shall mean any person or entity with more than a ten percent (10%) ownership interest in the contractor.



"I hereby certify under penalty of perjury that the foregoing is complete, true and correct."

By: Richard J. Cooper, Partner

Date: June 30, 2021

Signature:

A handwritten signature in black ink, appearing to read "Richard J. Cooper", written over a horizontal line.Handwritten initials in blue ink, possibly "RJ" or "RC".

RJC