

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

APPEAR

AS PARTY OF THE FIRST PART: The **PUERTO RICO FISCAL AGENCY AND FINANCIAL ADVISORY AUTHORITY** (hereinafter, the “Authority”), a public corporation of the Government of Puerto Rico created by Act No. 2-2017, as amended, represented herein by its Director of the Office of Administrative Affairs, Guillermo Camba Casas, of legal age, single, and resident of Guaynabo, Puerto Rico, duly authorized and empowered to execute this amendment pursuant to Resolution No. 2022-16 of the Board of Directors of the Authority.

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AS PARTY OF THE SECOND PART: **MARINI PIETRANTONI MUÑIZ, LLC**, a limited liability company organized and existing under the laws of Puerto Rico, with offices at Suite 900, 250 Ponce de León Ave., San Juan, Puerto Rico 00918, represented herein by one of its Members, Luis C. Marini Biaggi, of legal age, married and a resident of Dorado, Puerto Rico (hereinafter, the “Consultant” and, collectively with the Authority, the “Parties”).

Except as provided in this First Amendment to Agreement for Professional Services (hereinafter, the “First Amendment”), all capitalized terms used herein shall have the same meaning given to such terms in the Agreement (as defined below).

WITNESSETH

WHEREAS, on July 29, 2021, the Parties entered into the Agreement for Professional Services No. 2022-000066 (hereinafter, the “Agreement”), engaging the Consultant to provide specialized legal and consulting services as may be requested from time to time by the Authority for itself or for the Government, its agencies and public corporations, in connection with the following matters: i) review and analysis of existing financing documents and enabling legislation for Government Entities, (ii) legal analysis in support of the Authority’s requirements pursuant to PROMESA, (iii) assisting and collaborating with the Authority’s financial advisors in creditor communications and negotiations, (iv) acting as local counsel to the Government in litigation initiated by creditors or governmental regulatory agencies, (v) serving as local counsel on potential asset sale and privatization transactions, (vi) providing legal analysis of Governmental pension and postemployment benefit obligations under PROMESA, (vii) reviewing public presentations and press releases, (viii) assisting in preparing and presenting materials that may be required for governmental approval processes, including those for the Oversight Board, (ix) providing legal assistance for the execution of debt restructuring, financial and capital markets transactions, (x) working with strategic and financial advisors, and investment bankers, (xi) advising on labor contracts, law and relations, and (xii) assisting in general contract drafting.

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WHEREAS, in accordance with its terms and conditions, the Agreement is in effect until June 30, 2022.

WHEREAS, the Authority wishes to continue receiving the Services of the Consultant and, therefore, the Parties have agreed to amend the Agreement in order to extend its term until July 31, 2022.

NOW, THEREFORE, the Parties enter into this First Amendment under the following:

TERMS AND CONDITIONS

FIRST: The Parties agree to amend the Second Clause of the Agreement so that it reads as follows:

“SECOND – TERM OF AGREEMENT: This Agreement shall be in effect from **August 1, 2021** until **July 31, 2022**, unless earlier terminated as provided herein or extended by amendment executed in writing by both Parties.”

SECOND: 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 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.

THIRD: The Consultant hereby recognizes and agrees that it shall be bound by and comply with the Authority's Workplace Harassment Guidelines (known in Spanish as "*Guías sobre Acoso Laboral de la Autoridad de Asesoría Financiera y Agencia Fiscal de Puerto Rico*"). The Consultant acknowledges that it has received a said guidelines, and agrees to abide and comply with its provisions.

FOURTH: All other terms and conditions of the Agreement, not inconsistent with this First Amendment, shall remain in full force and effect.

FIFTH: No party shall be obliged to comply with the provisions of this First Amendment until it is duly registered in the Office of the Comptroller of Puerto Rico pursuant to Act No. 18 of October 30, 1975, as amended.

[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS THEREOF, the Parties hereto sign this First Amendment to Agreement for Professional Services, in San Juan, Puerto Rico, this Jun 27, 2022.

**PUERTO RICO FISCAL
AGENCY AND FINANCIAL
ADVISORY AUTHORITY**



Guillermo Camba Casas
Director of the Office of
Administrative Affairs

**MARINI PIETRANTONI
MUÑIZ, LLC**

Luis C Marini

Luis C. Marini Biaggi
Tax Id. Number: