

COMMONWEALTH OF PUERTO RIO
PUERTO RICO ELECTRIC POWER AUTHORITY

SECOND AMENDMENT
PROFESSIONAL SERVICES AGREEMENT

2016-P00047B

APPEAR

AS FIRST PARTY: THE PUERTO RICO ELECTRIC POWER AUTHORITY, a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act of May 2, 1941, No. 83, as amended, represented in this act by its Executive Director, Javier Antonio Quintana Méndez, of legal age, married and resident of Guaynabo, Puerto Rico (hereinafter referred to as "PREPA").

AS SECOND PARTY: FTI Capital Advisors, LLC, a limited liability company organized and existing under the laws of the State of Maryland, United States of America, with a place of business at 1101 K Street, NW, B100, Washington DC 20005, herein represented by John C. Crittenden, Managing Director, of legal age, married, and resident of the Commonwealth of Virginia ("FTICAP" with its affiliates, FTI Consulting, Inc. ("FTI"), and FTI Consulting Technology LLC ("FTI Tech") hereinafter referred to collectively as "FTICA", whose authority of representation is evidenced by corporate resolution.

Both, PREPA and FTICA, will jointly be referred to as "the Parties".

WITNESSETH

WHEREAS, PREPA and FTICA executed a Professional Services Agreement on February 5, 2016 under which FTICA provides PREPA professional, technical, and

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consulting services necessary and convenient to the activities, programs, and operations of the Authority; and a term of one (1) year from the date of its execution;

WHEREAS, the Agreement, as established in the SECOND clause, provided that the term during which it shall be in effect (the "Agreement Period") shall be a period of one (1) year from the date of its execution.

WHEREAS, the THIRD clause of the Agreement provides as compensation for the services rendered, PREPA agreed and FTICAP accepted that the total amount to be paid under the Agreement (the "Agreement Amount") shall not exceed four hundred and fifty thousand dollars (\$450,000). Notwithstanding this, as also set forth in the THIRD clause, nothing therein shall preclude the Parties from agreeing to increase said amount.

WHEREAS, the Parties executed the First Amendment to the Agreement on November 4, 2016. Through said amendment, the Parties increased the Agreement Amount by two hundred forty five thousand dollars (\$245,000), to a total Agreement Amount of six hundred ninety-five thousand dollars (\$695,000).

WHEREAS, unless extended, the Agreement Period expires on February 4, 2017.

WHEREAS, the Parties have agreed to amend the SECOND clause of the Agreement to extend the Agreement Period through April 30, 2017.

NOW, THEREFORE, PREPA and FTICA enter into this SECOND Amendment to the Agreement under the following:

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TERMS AND CONDITIONS

ONE: Unless otherwise specified, all acronyms or capitalized words referenced in this Second Amendment shall have the meaning set forth in the Agreement.

TWO: The Parties agree to amend the SECOND clause of the Agreement to provide that the Agreement Period shall expire on April 30, 2017.

THREE: The Parties agree to amend the SECOND clause of the Agreement to read as follows:

This Agreement shall be in effect from the date of its execution (the "Agreement Period") through April 30, 2017. Either party shall have the right to terminate this Agreement by providing the other party thirty (30) days notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Agreement shall terminate upon the expiration of thirty (30) days and PREPA shall be obligated to pay all fees and expenses incurred up to the day of effective termination, in accordance with the terms of this Agreement.

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The rights, duties and responsibilities of PREPA and FTICA shall continue in full force and effect during the thirty (30) day notice period. FTICA shall have no further right to compensation except for what has been accrued for services rendered under this Agreement until said date of effective termination.

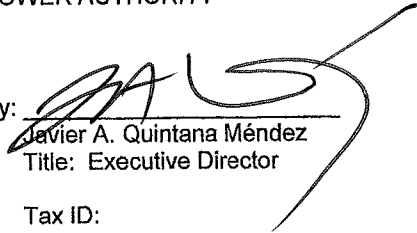
FOUR: All other terms and conditions of the Agreement, not inconsistent with this SECOND Amendment shall remain in full force and effect. This SECOND Amendment does not constitute a novation of the Agreement.

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IN WITNESS THEREOF, the Parties hereto execute this SECOND Amendment
to the Professional Services Agreement, this 3rd day of February, 2017.

PUERTO RICO ELECTRIC
POWER AUTHORITY

By:

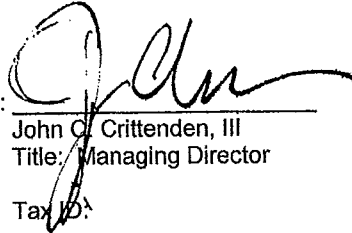


Javier A. Quintana Méndez
Title: Executive Director

Tax ID:

FTI CAPITAL ADVISORS, LLC

By:



John C. Crittenden, III
Title: Managing Director

Tax ID: