

**GOVERNMENT OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

-----APPEAR-----

**AS FIRST PARTY:** The Puerto Rico Electric Power Authority (PREPA), a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended (Act 83), represented in this act by its Executive Director, Josué A. Colón Ortiz, of legal age, married, and resident of Caguas, Puerto Rico. -----

**AS SECOND PARTY:** King & Spalding, LLP ("King & Spalding"), a limited liability partnership formed and existing under the laws of the State of Georgia, United States of America, with a place of business at 1700 Pennsylvania Ave., NW, Washington, DC 20006, herein represented by Steven M. Kupka, who has authority to enter into this agreement by virtue of his position as a King & Spalding partner. -----

Both PREPA and King & Spalding are herein individually referred to as a Party and collectively referred to as the Parties. -----

-----WITNESSETH-----

**WHEREAS:** PREPA, by virtue of Act 83 has the authority to engage those professional, technical and consulting services necessary and convenient to the activities, programs and operations of PREPA; -----

**WHEREAS:** In accordance with PREPA's Governing Board Resolution 4894 of June 30, 2021, the appearing Parties executed Agreement 2022-P00006 (the "Agreement") on July 21, 2021 and effective until October 30, 2021, with a not to exceed amount of Two Million Five Hundred United States Dollars (\$2,500,000, the



“Agreement Amount”). Through this Agreement, King & Spalding provides PREPA outside counsel in connection with legal issues arising from the Renewable Energy RFP Tranches 1-6 (the “RFP”), hurricane restoration, restructuring, fuel procurement and other operational matters, such as: hurricane and corresponding relief efforts; PREPA’s emergency and power restoration procurement and contracting; Federal Emergency Management Agency (“FEMA”) reimbursements and project worksheets; audit(s) by different entities, including the Office of the Inspector General (“OIG”) of the United States; Federal and Puerto Rico criminal investigations related to hurricane relief efforts; internal investigations and/or OIG investigations related to hurricane relief and restoration contracting; document production and responses to requests for information related to FEMA, OIG, and hurricane restoration contracting; FEMA regulations; assistance in pending and future litigation and or regulatory proceedings, as needed; major bankruptcy cases; Title III PROMESA restructuring; and Energy Regulations - Puerto Rico Energy Bureau (PREB) rate case, among other things set out in the Agreement. -----

WHEREAS: On September 29, 2021, PREPA’s Governing Board, through Resolution 4914 authorized an amendment for Contract 2022-P00006, for the term of October 31, 2021 until March 31, 2022, for an amount of \$3,750,000, for a total Contract Amount of \$6,250,000.-----

WHEREAS: On November 16, 2021, the Financial Oversight & Management Board for Puerto Rico authorized a Contract between PREPA and King & Spalding for an amount



of three million one hundred twenty-five thousand dollars (\$3,125,000) until  
March 31, 2022. -----

WHEREAS: PREPA desires to enter into this Professional Services Agreement  
(Agreement) with King & Spalding for the performance of the Services. -----

WHEREAS: King & Spalding hereby certifies that it is ready, willing, and able to provide  
the Services pursuant to the terms and conditions set forth herein. -----

NOW, THEREFORE, in consideration of the mutual covenants and agreements  
contained in this Agreement, hereinafter stated, the Parties agree themselves, their  
personal representatives, and successors to enter into this Agreement under the  
following: -----

-----**TERMS AND CONDITIONS**-----

 **Article 1. Scope of Services**

1.1 King & Spalding will advise and assist PREPA as for legal services in connection  
with legal issues arising from hurricane restoration, restructuring, and other  
operational matters, such as: -----

- hurricane and corresponding relief efforts, -----
- PREPA's emergency and power restoration procurement and contracting, -
- Federal Emergency Management Agency (FEMA) reimbursements and  
project worksheets, -----
- audit(s) by different entities, including the Office of the Inspector General  
(OIG) of the United States, -----



- Federal and Puerto Rico criminal investigations related to hurricane relief efforts, -----
- Internal investigations and/or OIG investigations related to hurricane relief and restoration contracting, -----
- document production and responses to requests for information related to FEMA, OIG, and hurricane restoration contracting, -----
- FEMA regulations, -----
- assistance in pending and future litigation and or regulatory proceedings, as needed, -----
- major bankruptcy cases, -----
- Title III PROMESA restructuring -----
- Energy Regulations – Puerto Rico Energy Bureau (PREB) rate case -----



1.2 Also, King & Spalding shall provide with legal services to the Program Management Office, the Generation Directorate and the Planning and Environmental Protection Directorate with the current PREB mandated Renewable & Energy Storage RFP. In matters of the Renewable & Energy Storage RFP, PREPA shall receive from King & Spalding legal services related to ongoing requests for information from said participants, PREB resolutions and orders.-----

1.3 In addition to matters of the renewable energy RFP support, King & Spalding shall provide legal services in connection with the following:



- Title III approval process support, contract administration and development period for shovel-ready solar PPOs with various contractors;-
- Support in addressing and resolving contract administration and operations issue with New Fortress Energy (NFE) with regard to the San Juan Units 5 & 6 conversion, and issues relating to the Federal Energy Regulatory Commission (FERC) proceeding in which NFE will seek authorization to continue to operate its LNG receiving facility;-----
- As needed support in PREB proceedings related to IRP implementations, optimization of the design of minigrids and micogrids, and finalization of regulations addressing energy efficiency, demand response, distributed generation and related matters, and;-----
- Federal government support including interaction with the Department of Energy (DOE) and other federal agencies, as requested.-----
- And any other legal service, as requested by PREPA.-----



1.4 At the direction of PREPA, King & Spalding may be required to work with other consulting, legal, investment, or other type of firms. The Parties agree to discuss such assignment in advance, so that all the Parties have a clear understanding as to their responsibilities. King & Spalding is not responsible for worked performed by others. -----

1.5 The PREB has established that it will execute the Renewable Energy and Energy Storage Tranche 2 procurement process, through an independent coordinator (the



"PREB-Independent Coordinator"), as per its Resolution and Order dated October 29, 2021 (the "R&O"). Stakeholder roles in the management of the Tranche 2 procurement process and their extent remain unclear and, according to the R&O, PREB "will set the detailed powers and duties of the PREB-Independent Coordinator as well as the role of PREPA in the Tranche 2 RFP process" in a separate resolution to be published in a later date (the "New R&O").-----  
King & Spalding's scope of services does not include supporting PREPA on the Tranche 2 RFP process. Should PREPA seek to engage King & Spalding to support the Tranche 2 RFP process, PREPA must amend the King & Spalding's scope to include Tranche 2 and remove all such services which would result in duplicative work with regards to the responsibilities of the PREB-Independent Coordinator.-----



**Article 2. Services Coordination**

All the Services of King & Spalding in relation to the terms and conditions of this Agreement will be coordinated through Deputy Executive Director of Operations or the person delegated by him. -----

**Article 3. Agreement Assignment or Subcontract**

King & Spalding shall not assign nor subcontract its rights and obligations under this Agreement, except in the event PREPA give written authorization for such actions. Provided, that no subcontract shall be considered for PREPA's approval, except when the following requirements are met: (1) King & Spalding delivers to PREPA a copy of



the subcontract, not less than thirty (30) days prior to the effective date of the proposed subcontract; (2) the subcontract includes, as a condition for its legal validity and enforceability, a provision whereby PREPA has the right to substitute, subrogate or assume King & Spalding's rights under the subcontract, in the event that PREPA declares King & Spalding in breach or default of any of the Agreement terms and conditions; and (3) the subcontract includes, as a condition for its validity and enforceability, a provision establishing for the subcontractor the obligation to comply with all King & Spalding's obligations under the Agreement (*mirror image clause*), except for such obligations, terms and conditions which exclusively related with works or services not included under the subcontract. A request to subcontract shall specify the issues or matters that will be referred to the subcontractor. -----

**Article 4. Agreement Term**

This Agreement shall be in effect from the date of its execution until March 31, 2022.  
(The Agreement Period). -----

**Article 5. Agreement Termination**


5.1 Either Party shall have the right to terminate this Agreement, at any moment, by providing the other Party a thirty (30) days prior written notice by registered mail, return receipt requested, or overnight express mail to King & Spalding. If notice is given, the Agreement shall terminate upon the expiration of the 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. The rights,

duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. King & Spalding shall have no further right to compensation except for what has been accrued for services rendered and expenses incurred under the Agreement until said date of effective termination.-----

5.2 PREPA shall have the right to terminate this Agreement immediately in the event of negligence, dereliction of duties or noncompliance by King & Spalding, without prior written notice. -----

5.3 King & Spalding may terminate this Agreement as required or permitted by applicable Rules of Professional Conduct.-----

**Article 6. Payment**


 6.1 In accordance with the terms and conditions contained herein, PREPA agrees and King & Spalding accepts that the total amount to be paid under the Agreement shall not exceed a cumulative amount of three million one hundred twenty five thousand dollars (\$3,125,000), including reimbursable expenses (the "Agreement Amount"). All payments to be made under this Agreement will be charged to account 01-4019-92319-556-673. PREPA will only pay for Services already rendered before the submitted invoice date. PREPA will not be required to make advance payments for any future service to be rendered by King & Spalding under the Agreement.-----

6.2 Nothing herein shall preclude the Parties from agreeing to increase said amount in writing and signed by both Parties. -----





PREPA will pay King & Spalding for the Services according to the hourly rates established in Appendix A. Appendix A attached hereto provides a schedule of the attorneys assigned to this matter. Should King & Spalding assign another person not included in Appendix A hereto to attend to PREPA's matters pursuant to this Agreement, King & Spalding shall promptly send PREPA an amended schedule to include such person's name and/or position, and request approval from PREPA for such amended schedule. Such approval from PREPA shall not be unreasonably withheld.-----



6.3 King & Spalding shall immediately notify PREPA when the billing under the Agreement amounts seventy-five percent (75%) of the Agreement Amount. Once this notification has been issued, King & Spalding, in coordination with PREPA, will ensure that no services will be rendered in excess of the Agreement Amount, except that a written amendment is agreed upon by both Parties. In addition, King & Spalding shall present an Itemized list of the remaining billable Services under the Agreement.-----


**Article 7. Fees, Expenses and Disbursements**

7.1 PREPA should not be billed for (a) time spent in processing conflict searches, preparing billing statements, or in responding to PREPA inquiries concerning King & Spalding's invoices; or (b) travel time during which King & Spalding is billing another client for work performed while traveling. Moreover, PREPA requires that only professional services be billed. Accordingly, PREPA should not be billed for the



administrative tasks of creating, organizing, reviewing and/or updating files; routine or periodic status reports; receiving, reviewing, and/or distributing mail; faxing or copying documents; checking electronic mail or converting information to disk. -----


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

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



7.4 PREPA will reimburse King & Spalding for separately itemized expenses and disbursements in the following categories: -----

7.4.1 Messenger/courier service – PREPA will reimburse actual charges billed to King & Spalding for deliveries (including overnight deliveries) where this level of service is required because of time constraints imposed by PREPA or because of the need for reliability given the nature of the items being transported. Appropriate summaries of messenger/courier expenses must reflect the date and cost of the service and the identity of the sender and the recipient or the points of transportation. -----

 7.4.2 Travel – PREPA will reimburse actual charges for transportation and hotels reasonable and necessary for effective services to PREPA. PREPA will not pay for any first-class or business-class travel. Summaries of transportation expenses should reflect the identity of the user, the date and amount of each specific cost, and the points of travel. Summaries of lodging and meals expenses should include the identity of the person making the expenditure, the date and amount, and the nature of the expenditure. -----

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

7.4.3 Air Travel- The cost of air travel will be reimbursed up to an amount of \$500 per person per round trip (including: seat assignment, applicable taxes, and



other applicable fees). King & Spalding shall submit a copy of the airline ticket and paid invoice. Airfare may only be invoiced following completion of travel. -----

Airfare necessary to attend PREPA's official business will be paid by PREPA according to these guidelines. King & Spalding shall buy an economic class ticket or equivalent, then if desired, he/she may upgrade, but PREPA will only pay the amount corresponding to the economy class or equivalent airfare. Baggage fees will not be reimbursed. -----

Any travel and lodging expense for which a reimbursement is requested shall be reasonable and necessary, and any extraordinary travel and lodging expenses shall be authorized in writing and in advance by PREPA. -----

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

Meals: - \$57 per person for each traveling day for persons working "on-site" at PREPA. Under no circumstances PREPA will reimburse alcoholic beverages. -----

Lodging (standard not smoking room): - \$200 per person, per night not including government fees and taxes King & Spalding will use the most economical alternative of lodging, including temporary rentals of apartments or rooms (Airbnb like rentals). For travel period longer than five days, temporary rentals shall be coordinated when this temporary rental is less



expensive than hotel accommodation, and evidence of said temporary rental shall be provided. -----

Ground Transportation: - \$20 per person, per working day. If a car is rented for the services to be provided, a fixed amount of \$25 per day will be reimbursed for parking expenses, upon presentation of evidence of the car rental (no proof of payment will be required).-----

7.4.5 Reimbursable expenses shall not exceed six percent (6%) of the Agreement Price in one year and will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses. This limitation does not apply to expenses related to third-party services necessary for King & Spalding to render its Services under the Agreement, given they are previously approved by PREPA. -----

7.4.6 Photocopying/printing -- PREPA will reimburse actual charges for outside binding, and printing services and costs of outside photocopying services, which are not to exceed the actual five (5) cents per page for black and white copies, and twenty-five (25) cents per page for color copies. Summaries of expenditures for copying should reflect both the number of copies made and the cost per copy. -----

7.4.7 Third-Party Services – The approval of PREPA must be obtained in writing prior to retaining any third-party services. King & Spalding shall be responsible for ensuring that there are no conflicts of interest between any



third party and PREPA or between any third-party clients and PREPA. In addition, all arrangements with third-party vendors should include an appropriate undertaking of confidentiality and data privacy. Invoices from third-party vendors should be paid directly by King & Spalding, incorporated into its invoice to PREPA and should include appropriate detail. Copies of third-party invoices may be requested by PREPA and should be retained in accordance with PREPA's guidelines. -----

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



**Article 8. Invoices**

8.1 King & Spalding shall submit monthly invoices within the first thirty (30) days following the period invoiced. King & Spalding will provide to PREPA an invoice for each billing period which will include a description of the services rendered and the number of hours spent by each person. The invoice for professional services shall be itemized and must be duly certified by an authorized representative of King & Spalding. -----


8.2 PREPA will review the invoices within thirty (30) days upon receipt, and if they are in compliance with the requirements set forth in this Agreement, it will proceed with payment. Payment is due within thirty (30) days of receipt of the invoice. If any



statement remains unpaid for more than sixty (60) days, PREPA agrees that King & Spalding may cease performing services or terminate the Agreement unless arrangements satisfactory to both parties are made in good faith for payment of outstanding statements. PREPA reserves the right to conduct the audits it deems necessary, and it will not be subject to finance charges regarding invoice payments subject to an audit. -----

8.3 All invoices submitted by King & Spalding shall include the following Certification in order to proceed with its payment: -----

No Interest Certification:



*"We certify under penalty of nullity that no public servant of PREPA 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 performance of the Services provided is the agreed-upon price that has been negotiated with an authorized representative of the PREPA. The total amount shown on this invoice is true and correct. The Services have been rendered, and no payment has been received".*

\_\_\_\_\_  
*King & Spalding's Representative Signature*

This is an essential requirement and those invoices without this Certification will not be processed for payment. In order to comply with the certification requirements set forth above, King & Spalding shall require that subcontractors, if any approved by PREPA, providing Services also make the certification set forth above in any invoices submitted in connection with the Services. -----



**Article 10. Information and Material Facts**

10.1 PREPA shall promptly provide to King & Spalding all information under the control of PREPA and necessary for King & Spalding to perform the Services under this Agreement and those material facts that King & Spalding may reasonably require in order to provide its Services to PREPA. PREPA will ensure, to the best of its knowledge and belief, that the documents, data, and other information and material facts provided to King & Spalding, which are under its control, are true and complete, and does not constitute misleading or inaccurate information and King & Spalding shall be entitled to rely on the accuracy and completeness of the documents, data, and other information and material facts.-----

10.2 PREPA will advise in writing King & Spalding of any developments of which PREPA becomes aware, and which PREPA considers may have a material effect with respect to the information and/or facts provided to King & Spalding. ----

**Article 11. Information Disclosure and Confidentiality**

11.1 King & Spalding acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and business information relating to PREPA and its personnel, its subsidiary corporations and affiliates and their personnel, the Commonwealth of Puerto Rico, its agencies, corporations and/or municipalities and their personnel, now or hereafter provided to King &





Spalding or otherwise obtained by King & Spalding in the course of rendering services for PREPA (collectively, "Confidential Information"). -----

11.2 King & Spalding and its employees, affiliates and authorized sub-contractors shall keep in strict confidence all Confidential Information, and: (i) shall not make public or disclose any of said materials without the previous written consent of PREPA, provided that King & Spalding shall be permitted to share financial and other information prepared or provided for purposes of PREPA's SEC Investigation, SEC or other government regulators, as may be required in the course of King & Spalding's representation of PREPA under this Agreement; (ii) shall use the Confidential Information only to perform King & Spalding's obligations under this Agreement; and (iii) will reproduce the Confidential Information only as required to perform King & Spalding's obligations under this Agreement. -----



- 11.3 "Confidential Information" shall not apply to any information which: -----
- (a) is generally known to the public at the time of disclosure to King & Spalding or becomes generally known through no wrongful act on the part of King & Spalding;-----
  - (b) is in King & Spalding's possession at the time of disclosure otherwise than as a result of King & Spalding's breach of any legal obligation; -----
  - (c) becomes known to King & Spalding through disclosure by sources other than King & Spalding having the legal right to disclose such information; or



(d) is independently developed by King & Spalding without reference to or reliance upon the confidential information. -----

11.4 In addition, these provisions shall not prohibit King & Spalding from making any disclosure pursuant to any subpoena or order of a court or a Governmental or Administrative tribunal which may assert jurisdiction over King & Spalding; provided that, to the extent legally permissible, King & Spalding shall promptly notify PREPA of any such disclosure obligations and reasonably cooperate with PREPA's efforts to lawfully avoid and/or minimize the extent of such disclosure.---

11.5 King & Spalding will not disclose any Confidential Information relating to the work that King & Spalding performs under this Agreement except as provided herein or by applicable the Rules of Professional Conduct or law. -----



11.6 King & Spalding may divulge Confidential Information to its employees who need to know such information to fulfill the purposes of this engagement provided that such persons: (i) shall have been advised of the confidential nature of such information and King & Spalding shall direct them, and they shall agree, to treat such information as confidential and to return all materials to King & Spalding upon request, but for one copy for record purposes only; and (ii) in each case, such person shall be bound by the terms of this Agreement. -----

11.7 King & Spalding shall return all Confidential Information, as well as any other document to which PREPA is entitled that may relate to its work under this Agreement, to PREPA within thirty (30) days after date of the expiration or earlier

A handwritten signature in blue ink, appearing to be initials or a stylized name.


termination of this Agreement or destroy such information, certifying that all the information has been returned to PREPA or destroyed, but for electronic information held in archive and/or backup files to the extent such files cannot be deleted without unreasonable effort or expense and created in the ordinary course pursuant to established data backup/archive procedures; provided, however, King & Spalding may retain its own work product as long as it maintains the confidentiality of PREPA's Confidential Information as otherwise provided in this Agreement and other Confidential Information for regulatory, professional liability, and recordkeeping purposes (provided it continues to maintain its confidentiality in accordance with this Agreement). During this thirty (30) day period, and except to the extent making such documents available would result in the loss of legal privilege for PREPA, these documents shall be available upon request for inspection by the Office of the Comptroller of Puerto Rico. Such inspection, if undertaken, shall not constitute a waiver of the attorney-client privilege or work product doctrine. -----

11.8 The Parties shall take all reasonable steps to keep confidential and use only for the purposes contemplated by the terms of the Agreement the information provided by PREPA and/or King & Spalding, and take all reasonable steps to ensure that such information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. -----



11.9 The Parties also agree that, except as agreed to in writing by both Parties, they will not, at any time after termination of this Agreement, disclose any confidential information to any person whatsoever, or permit any person whatsoever to examine and/or make copies of any reports prepared by King & Spalding or under its control by reason of its consulting services, and that upon termination of this Agreement each Party will turn over to the other all documents, papers, and other matters in its possession or under its control that relate to the other Party. King & Spalding may retain one file copy for its records. -----

**Article 12. Rights and Titles**



12.1 King & Spalding will submit any reports reasonably required by PREPA regarding services performed under this Agreement. If required by PREPA, at the completion of the assigned tasks, King & Spalding will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of King & Spalding's ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. This obligation includes King & Spalding's commitment to preparing and delivering to PREPA's external auditors, in a timely manner, the legal letters periodically requested in connection with pending or threatened litigation, claims and assessments or loss contingencies, as part of the financial statements audit process for PREPA, its subsidiaries and affiliates, prepared in accordance with



King & Spalding's policy. King & Spalding shall not invoice the time spent in preparing a reasonable number of customary letters to auditors. -----

12.2 All rights, titles and interest in any reports, documents, analyses, investigations and any other by-product conceived or developed by King & Spalding exclusively for PREPA in performing its obligations under this Agreement shall be the exclusive property of PREPA. King & Spalding shall retain all right, title and interest in and to proprietary works of authorship, pre-existing or other have not been created specifically for PREPA under this Contract. With the exception of items marked as "CONFIDENTIAL" by King & Spalding, PREPA shall retain the right to use, refer, share, or provide to any third party, as PREPA may determine, the results of any reports, documents, analyses, investigations or any other by-product of the Services performed by the Contractor under this Contract.-----



**Article 13. Copyright**

King & Spalding and PREPA shall jointly defend any suit or action brought against either party based on a claim that any document, report, study, analysis, copyrighted composition, article or any by-product of those, either used in the performance of the Services by King & Spalding or provided to PREPA by King & Spalding as part of its Services, or used in the performance of this Agreement, including their use by PREPA, constitutes an infringement of any patents or copyrights of the United States. The Party of this Agreement subject to the claim or that becomes aware of a potential claim shall



promptly notify in writing the other Party of this Agreement, and give the authority, information, and assistance reasonable and necessary for the defense of such claim. ---

**Article 14. Responsibility for Damages**

The appearing Parties agree that their responsibilities for damages under this Agreement will be governed by the Puerto Rico Civil Code and its case law, as dictated by the Supreme Court of Puerto Rico. -----

**Article 15. Independent Contractor**

15.1 King & Spalding shall be considered as an Independent contractor, for all material purposes under this Agreement, and all persons engaged or contracted by King & Spalding for the performance of its obligations herein, shall be considered as its employees or agents, and not as employees or agents of PREPA. -----

15.2 As an independent contractor, King & Spalding shall not be entitled to any fringe benefits, such as, but not limited to vacation, sick leave, and to which PREPA's employees are entitled. -----

**Article 16. Employees not to Benefit**

No officer, employee or agent of PREPA, nor of the Government of the Commonwealth of Puerto Rico or its Municipal Governments shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.-----



**Article 17. Conflict of Interest**

17.1 King & Spalding certifies that none of its representatives under this Agreement receive payment or compensation of any nature, for the services regularly rendered through an appointment in another government agency, body, public corporation or municipality of Puerto Rico. King & Spalding also certifies that it may have other consulting services contracts with other governmental agencies or bodies, but such condition does not constitute a conflict of interest for King & Spalding. -----

17.2 King & Spalding acknowledges that in executing its services pursuant to this Agreement it has a duty of complete loyalty towards PREPA which includes not having conflict of interest. "Conflict of Interest" means representing clients who have or may have interests that are contrary to PREPA, but does not include rendering services that are unrelated to the services covered in this Agreement. Also, King & Spalding shall have the continuous obligation to disclose to PREPA all information and circumstances of its relations with clients and third persons that would result in a conflict of interest which would influence King & Spalding when performing its responsibilities under this Agreement. -----

17.3 The Parties understand and agree that a conflict of interest exists when King & Spalding must advocate a position or outcome on behalf of any existing or future client contrary to PREPA's interests. Also, any conduct defined in the

Rules of Professional Conduct regarding conflict of interests shall apply to King & Spalding and its personnel. -----

17.4 In the event that any of the partners, directors, agents or employees of King & Spalding engaged in providing services under this Agreement should participate in the conduct described herein, said conduct shall constitute a violation of the prohibitions provided herein.-----

17.5 King & Spalding's partners, directors, agents or employees and personnel shall avoid even the appearance of the existence of conflicting interests. -----

17.6 In the event that the existence of adverse interests is discovered, the PREPA's Executive Director shall inform King & Spalding in writing of PREPA's intention to terminate this Agreement within a thirty (30) day period. During said period, King & Spalding may request a hearing with the Executive Director to present its arguments regarding the alleged conflict of interests. In the event that King & Spalding does not request such hearing during the specified thirty (30) day period or the controversy is not satisfactory settled before or during the hearing, this Agreement shall be terminated or canceled. -----

17.7 King & Spalding certifies that, at the time of the execution of this Agreement, it does not have nor does it represent anyone who has Conflict of Interests with PREPA. If such Conflict of Interest arises after the execution of the Agreement, King & Spalding shall notify PREPA immediately. -----





**Article 18. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or postage prepaid, by registered, certified or express mail (return receipt requested) or reputable overnight courier service and shall be deemed given when so delivered by hand, or telecopied, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service) to the Parties to the following addresses:-----

To PREPA: Puerto Rico Electric Power Authority  
PO Box 364267  
San Juan, Puerto Rico 00936-4267

or for hand or overnight courier delivery:

Puerto Rico Electric Power Authority  
1110 Ponce de León Avenue  
San Juan, PR 00907-3802

Attention: Josué A. Colón Ortiz  
Executive Director

To King & Spalding: Steven M. Kupka, Esq.  
King & Spalding LLP  
1700 Pennsylvania Avenue NW  
Suite 200  
Washington, D.C. 20006-4704

with a copy to

General Counsel  
King & Spalding LLP  
1180 Peachtree Street NE  
Atlanta, GA 30309-3521



**Article 19. Applicable Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico. The court and authorities of the Commonwealth of Puerto Rico and the federal courts of the United States shall have jurisdiction over all controversies that may arise with respect to this Agreement. The Parties hereby waive any other venue to which they might be entitled by the virtue of domicile or otherwise. Should either party initiate or bring suit or action before any other court, it is agreed that upon application, any such suit or action shall be dismissed, without prejudice, and may be filed in accordance with this provision. -----

**Article 20. Change in Law**

During the term of this Agreement, any change in law, including, but not limited to changes in applicable tax law, which cause an increase in King & Spalding's costs when providing the services, shall be King & Spalding's responsibility and PREPA shall not be obligated to increase the Agreement Amount. -----

**Article 21. Force Majeure**

21.1 The Parties shall be excused from performing their respective responsibilities and obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that they are unable to perform or are prevented from performing by a force majeure event. -----



21.2 For purposes of this Agreement, force majeure means any cause without the fault or negligence, and beyond the reasonable control of, the Party claiming the occurrence of a force majeure event.-----

21.3 Force majeure may include, but not be limited to, the following: Acts of God, industrial disturbances, acts of the public enemy, war, blockages, boycotts, riots, insurrections, epidemics, earthquakes, storms, floods, civil disturbances, lockouts, fires, explosions, interruptions of services due to the acts or failure to act of any governmental authority; provided that these events, or any other claimed as a force majeure event, and/or its effects, are beyond the reasonable control and without the fault or negligence of the Party claiming the force majeure event, and that such Party, within ten (10) days after the occurrence of the alleged force majeure, gives the other Party written notice describing the particulars of the occurrence and its estimated duration. The burden of proof as to whether a force majeure event has occurred shall be on the Party claiming the force majeure. -----



**Article 22. Novation**

22.1 The Parties expressly agree that no amendment or change order, which could be made to the Agreement during its term, shall be understood as a contractual novation, unless both Parties agree to the contrary, specifically and in writing.-----

22.2 The previous provision shall be equally applicable in such other cases where PREPA gives King & Spalding a time extension for the compliance of any of its




obligations under this Agreement, or where PREPA dispenses the claim or demand of any of its credits or rights under the Agreement. -----

**Article 23. Severability**

If a court of competent jurisdiction declares any of the Agreement provisions as null and void or invalid, such holding will not affect the validity and effectiveness of the remaining provisions of this Agreement and the Parties agree to comply with their respective obligations under such provisions not included in the judicial declaration.-----

**Article 24. Save and Hold Harmless**

 King & Spalding agrees to save and hold harmless and to indemnify PREPA for all expenses and costs of any nature (including reasonable attorneys' fees) incurred by PREPA arising out of any third party claim made by any person for bodily injuries, including death, or for property damage, to the extent directly caused by King & Spalding by the negligent act or omission, in the performance or nonperformance of its obligations under the Agreement, but not to the point directly caused or contributed by negligence or tort of PREPA or a third party, who is not an employee or subcontractor of King & Spalding.-----

With respect to any indemnity set forth in this Agreement, the Party which shall be entitled to receive indemnity shall give prompt notice to the other Party of its receipt of any threat, indication or other notice of any claim, investigation or demand that might give rise to any losses required to be indemnified hereunder and shall reasonably



cooperate in the defense of such claim. The indemnifying party shall have the right to conduct defense of such action at its sole expense. -----

**Article 25. Insurance**

King & Spalding shall secure and maintain in full force and effect during the life of this Agreement as provided herein, policies of insurance covering all operations engaged in by the Agreement as follows:-----

1. Commonwealth of Puerto Rico Workmen's Compensation Insurance:

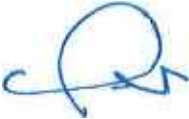
King & Spalding shall provide Workmen's Compensation Insurance as required by the Workmen's Compensation Act 45-1935 of the Commonwealth of Puerto Rico.

King & Spalding shall also be responsible for compliance with said Workmen's Compensation Act by all its subcontractors, agents, and invitees, if any. -----

King & Spalding shall furnish a certificate from the Puerto Rico State Insurance Fund showing that all personnel employed in the work are covered by the Workmen's Compensation Insurance, in accordance with this Agreement. -----

2. Employer's Liability Insurance:

King & Spalding shall provide Employer's Liability Insurance with a minimum bodily injury limits of at least \$1,000,000 for each employee and at least \$1,000,000 for each accident covering against the liability imposed by Law upon King & Spalding as result of bodily injury, by accident or disease, including death arising out of and in the course of employment, and outside of and distinct from any claim under the Workmen's Compensation Act of the Commonwealth of Puerto Rico. -----



3. Commercial General Liability Insurance:

King & Spalding shall provide a Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and at least \$1,000,000 aggregate. -----

4. Commercial Automobile Liability Insurance:

King & Spalding shall provide a Commercial Automobile Liability Insurance with limits of at least \$1,000,000 combined single limit covering all owned or schedule autos, non-owned autos, and hired autos.-----

5. Professional Liability Insurance:

King & Spalding shall provide a Professional Liability Insurance with limits of at least \$1,000,000 per claim and at least \$1,000,000 aggregate. -----

6. Requirements under the Policies:

The Commercial General Liability and Commercial Automobile Liability Insurance required under this Agreement shall be endorsed to include: -----

a. As Additional Insured:

Puerto Rico Electric Power Authority (PREPA)  
Risk Management Office  
PO Box 364267  
San Juan, Puerto Rico 00936-4267

b. A 30 day cancellation or nonrenewable notice to be sent to the above address

c. An endorsement including this Agreement under contractual liability coverage and identifying it by number, date and Parties to the Agreement. -----

d. Waiver of subrogation in favor of Puerto Rico Electric Power Authority (PREPA). -----

e. Breach of Warranties or Conditions: -----

*"The Breach of any of the Warranties or Conditions in this policy by the Insured shall not prejudice PREPA's rights under this policy."*-----

Furnishing of Policies: -----

All required policies of Insurance shall be in a form acceptable to PREPA and shall be issued only by insurance companies authorized to do business in Puerto Rico. -----

King & Spalding shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded. -----


**Article 26. Compliance with the Commonwealth of Puerto Rico Contracting Requirements**

King & Spalding will comply with all applicable State Law, Regulations and Executive Orders that regulate the contracting process and establish the requirements for governmental contracting in the Commonwealth of Puerto Rico. -----

Also, if applicable to the performance of Services under this Contract, King & Spalding shall provide, within fifteen (15) calendar days after the execution of the Contract, the following documents and certifications:

- A. Executive Order No. OE-1991-24 of June 18, 1991 to require certification of compliance with the Internal Revenue Services of the Commonwealth of Puerto Rico: Pursuant to Executive Order No. OE-1991-24 of June 18, 1991, King & Spalding will certify and guarantee that it has filed all the necessary and required income tax returns to the Government of Puerto Rico for the last five (5)

years. King & Spalding further will certify that it has complied and is current with the payment of any and all income taxes that are, or were due, to the Government of Puerto Rico. King & Spalding shall provide, to the satisfaction of PREPA, and whenever requested by PREPA during the term of this Contract, the necessary documentation to support its compliance with this clause. King & Spalding will be given a specific amount of time to produce said documents. During the term of this Contract, King & Spalding agrees to pay and/or to remain current with any repayment plan agreed to by King & Spalding with the Government of Puerto Rico. -----

- 
- B. Executive Order No. OE-1992-52 of August 28, 1992 to require certification of compliance with the Department of Labor of the Commonwealth of Puerto Rico. Pursuant to Executive Order No. 1992-52, dated August 28, 1992 amending OE-1991-24, King & Spalding will certify and warrant that it has made all payments required for unemployment benefits, workmen's compensation and social security for chauffeurs, whichever is applicable, or that in lieu thereof, has subscribed a payment plan in connection with any such unpaid items and is in full compliance with the terms thereof. King & Spalding accepts and acknowledges its responsibility for requiring and obtaining a similar warranty and certification from each and every contractor and subcontractor, if any approved by PREPA, whose service King & Spalding has secured in relation with the Services to be





rendered under this Contract and shall forward evidence to PREPA as to its compliance with this requirement. -----

- C. Government of Puerto Rico Municipal Tax Collection Center: King & Spalding will certify and guarantee that it does not have any current debt with regards to property taxes that may be registered with the Government of Puerto Rico's Municipal Tax Collection Center (known in Spanish as Centro de Recaudación de Ingresos Municipales (CRIM)). King & Spalding further will certify to be current with the payment of any and all property taxes that are or were due to the Government of Puerto Rico. King & Spalding shall provide, to the satisfaction of PREPA and whenever requested by PREPA during the term of this Contract, Certification issued by the Municipal Revenues Collection Center (MRCC), assuring that King & Spalding does not owe any tax accruing to such governmental agency. To request such Certification, King & Spalding will use the form issued by the MRCC in the website). King & Spalding will deliver upon request any documentation requested by PREPA. During the Term of this Contract, King & Spalding agrees to pay and/or to remain current with any repayment plan agreed to by King & Spalding with the Government of Puerto Rico with regards to its property taxes. -----

King & Spalding shall provide a Personal Property Tax Filing Certification, issued by the MRCC which indicates that King & Spalding has filed its Personal Property Tax Return for the last five (5) contributory terms or Negative Debt certification



issued by the MRCC with respect to real and property taxes and a sworn statement executed by King & Spalding indicating that (i) its revenues are derived from the rendering of professional services, (ii) during the last five (5) years (or the time in which it has been providing professional services) it has had no taxable business or personal property on the 1st of January of each year, (iii) that for such reasons it has not been required to file personal property tax returns, as required under Article 6.03 of Act 83-1991, as amended, and (iv) that for such reason it does not have an electronic tax file in the MRCC's electronic system. -----



- D. King & Spalding shall furnish a Certification issued by the Treasury Department of Puerto Rico which indicates that King & Spalding does not owe Puerto Rico Sales and Use taxes to the Commonwealth of Puerto Rico; or is paying such taxes by an installment plan and is in full compliance with its terms.-----
- E. King & Spalding shall provide a Puerto Rico Sales and Use Tax Filing Certificate, issued by the Treasury Department of Puerto Rico assuring that King & Spalding has filed his Puerto Rico Sales and Use Tax for the last sixty (60) contributory periods. -----
- F. King & Spalding shall provide a Certificate of Merchant's Registration issued by the Treasury Department of Puerto Rico. -----
- G. Puerto Rico Child Support Administration (ASUME): King & Spalding shall present, to the satisfaction of PREPA, the necessary documentation certifying




that King & Spalding nor any of its owners, affiliates of subsidiaries, if applicable, have any debt, outstanding debt, or legal procedures to collect child support payments that may be registered with the Puerto Rico Child Support Administration (known in Spanish as the Administración Para El Sustento de Menores (ASUME)). King & Spalding will be given a specific amount of time to deliver said documents. 3 L.P.R.A. § 8611 et seq.; -----

- H. King & Spalding shall provide a Certification of Incorporation, or Certificate of Authorization to do business in Puerto Rico issued by the Department of State of Puerto Rico. -----
- I. Special Contribution for Professional and Consulting Services: As required by Act 48-2013, as amended, PREPA will withhold a special contribution of one point five percent (1.5%) of the gross amounts paid under this Contract.-----
- J. Social Security and Income Tax Retentions: In compliance with Executive Order 1991 OE- 24; and C.F.R. Part 404 et. Seq., King & Spalding will be responsible for rendering and paying the Federal Social Security and Income Tax Contributions for any amount owed as a result of the income, from this Contract.
- K. Income Tax Retention Law: PREPA shall deduct and withhold ten percent (10%) of any and all payments to residents of the Commonwealth of Puerto Rico as required by the Internal Revenue Code of Puerto Rico. In case of U.S. citizens and Non-U.S. citizens, which are nonresidents of the Commonwealth of Puerto Rico King & Spalding will retain twenty percent (20%) and twenty-nine



percent (29%) respectively. PREPA will remit such withholdings to the Government of Puerto Rico's Treasury Department (known in Spanish as Departamento de Hacienda de Puerto Rico). King & Spalding will request PREPA not to make such withholdings if, to the satisfaction of PREPA, King & Spalding timely provides a release from such obligation by the Government of Puerto Rico's Treasury Department. 3 L.P.R.A. § 8611 et seq., 2011 L.P.R. 232; 232-2011. As proof of the remittance of withholdings to the Treasury Department required by this Paragraph L (as well as Paragraph J above), PREPA agrees to provide King & Spalding with a completed copy of the Puerto Rico Treasury Department Form 480.6C (entitled, "Declaración Informativa - Ingresos Sujetos a Retención - No Residentes"). -----

- 
- L. Compliance with Act 1 of Governmental Ethics: King & Spalding will certify compliance with Act 1-2012, as amended, known as the Ethics Act of the Government of Puerto Rico (Act 1-2012), which stipulates that no employee or executive of PREPA nor any member of his/he immediate family (spouse, dependent children or other members of his/her household or any individual whose financial affairs are under the control of the employee) shall have any direct or indirect pecuniary interest in the Services to be rendered under this Contract, except as may be expressly authorized by the Governor of Puerto Rico in consultation with the Secretary of Treasury and the Secretary of Justice of the Government. 3 L.P.R.A. § 8611 et seq.; -----



- M. Act 168-2000: Law for the Strengthening of the Family Support and Livelihood of Elderly People: King & Spalding will certify that if there is any Judicial or Administrative Order demanding payment or any economic support regarding Act 168-2000, as amended, the same is current and in all aspects in compliance. Act 168-2000 "Law for the Strengthening of the Family Support and Livelihood of Elderly People" in Spanish: "Ley para el Fortalecimiento del Apoyo Familiar y Sustento de Personas de Edad Avanzada" 3 L.P.R.A. §8611 et seq. -----
- N. Act 127-2004: Contract Registration in the Comptroller's Office of Puerto Rico Act: Payment for Services object of this Contract will not be made until this Contract is properly registered in the Office of the Comptroller of the Government of Puerto Rico pursuant to Act 18 of October 30, 1975, as amended. -----
- O. Prohibition with respect to execution by public officers: 3 L.P.R.A. §8615(c): No public officer or employee authorized to contract on behalf of the executive agency for which he/she works may execute a contract between the agency for which he/she works and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----
- P. Prohibition with respect to contracting with officers or employees: 3 L.P.R.A. §8615(d): No executive agency may execute a contract in which any of its officers or employees or any member of their family units has or has had direct or indirect economic interest during the last four (4) years prior to their holding



office, unless the Governor gives authorization thereto with the previous recommendation of the Secretary of the Treasury and the Secretary of Justice. --

- Q. Prohibition with respect to contracts with officers and employees of other Government entities: 3 L.P.R.A. §8615(e): No public officer or employee may be a party to or have any interest in any profits or benefits produced by a contract with any other executive agency or government dependency unless the Governor gives express authorization thereto with previous recommendation from the Secretary of the Treasury and the Secretary of Justice. -----
- R. Prohibition with respect to evaluation and approval by public officers: 3 L.P.R.A. §8615(f): No public officer or employee who has the power to approve or authorize contracts shall evaluate, consider, approve or authorize any contract between an executive agency and an entity or business in which he/she or any member of his/her family unit has or has had direct or indirect economic interest during the last four (4) years prior to his/her holding office. -----
- S. Prohibition with respect to execution by public officers' contracts with former public officers: 3 L.P.R.A. §8615(h): No executive agency shall execute contracts with or for the benefit of persons who have been public officers or employees of said executive agency until after two (2) years have elapsed from the time said person has ceased working as such. -----
- T. Dispensation: Any and all necessary dispensations have been obtained from any government entity and that said dispensations shall become part of the

contracting record, if applicable, and if mutually agreed upon in writing between the Parties. -----

U. Rules of Professional Ethics: King & Spalding acknowledges and accepts that it is knowledgeable of the rules of ethics of his/her profession and assumes responsibility for his/her own actions. -----

If any of the previously required Certifications shows a debt, and King & Spalding has requested a review or adjustment of this debt, King & Spalding will certify that it has made such request at the time of the Contract execution. If the requested review or adjustment is denied and such determination is final, King & Spalding will provide, immediately, to PREPA a proof of payment of this debt; otherwise, King & Spalding accepts that the owed amount be offset by PREPA and retained at the origin, deducted from the corresponding payments.-----




**Article 28. Anti -Corruption Code for a New Puerto Rico**

King & Spalding agrees to comply with the provisions of Act 2-2018, as the same may be amended from time to time, which establishes the Anti -Corruption Code for a New Puerto Rico (Act 2-2018). King & Spalding hereby certifies that it does not represent particular interests in cases or matters that imply a conflict of interest, or of public policy, between the executive agency and the particular interests it represents. King & Spalding shall furnish a sworn statement to the effect that neither King & Spalding 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 King & Spalding



has been convicted of or has pled guilty to any of the crimes listed in Article 6.8 of Act 8- 2017, as amended, known as the Act for the Administration and Transformation of Human Resources in the Government of Puerto Rico (Act 8-2017) or any of the crimes included in Act 2-2018. -----

King & Spalding hereby certifies that it has not been convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, as amended, known as the Puerto Rico Penal Code (Act 146-2012), any of the crimes typified in Act 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 8-2017. -----



PREPA shall have the right to terminate the Contract in the event King & Spalding is convicted in Puerto Rico or United States Federal court for under Articles 4.2, 4.3 or 5.7 of Act 1-2012, any of the crimes listed in Articles 250 through 266 of Act 146-2012, any of the crimes typified in Act 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 8-2017. -----

Consequences of Non - Compliance: King & Spalding expressly agrees that the conditions outlined throughout this Article are essential requirements of this Contract. Consequently, should any one of these representations, warranties or certifications be incorrect, inaccurate, or misleading, in whole or in part, there shall be sufficient cause






for the PREPA to render this Contract null and void, and King & Spalding shall reimburse the PREPA all moneys received under this Contract. -----

**Article 29. Non-Discrimination**

King & Spalding certifies that it will not discriminate unlawfully against any employee or applicant for employment on account of race, color, gender, age, sex, national or social origin, social status, political ideas or affiliation, religion, for being or perceived to be a victim of domestic violence, sexual aggression or harassment, regardless of marital status, sexual orientation, gender identity or immigrant status, for physical or mental disability, for veteran status or genetic information.-----

**Article 30. Representation**

Each of the Parties represents to the other that: -----

- 
- (1) It has the legal power and authority to enter into this Agreement and to perform its obligations hereunder, and neither the execution of this Agreement nor the performance of its obligations hereunder will violate any agreement or obligation from that party to others; and -----
  - (2) the officer or representative who has executed and delivered this Agreement on its behalf is authorized to do so. -----

**Article 31. Contractor Certification Requirement**

The Parties acknowledge that King & Spalding has submitted the certification titled "Contractor Certification Requirement" required in accordance with the Contract Review Policy of the Financial Oversight and Management Board for Puerto Rico, effective as of



November 6, 2017 and amended on October 30, 2020, signed by King & Spalding's Executive Director (or another official with an equivalent position or authority to issue such certifications). A signed copy of the "Contractor Certification Requirement" is included as an annex to this Agreement.-----

King & Spalding represents and warrants that the information included in the Contractor Certification Requirement is complete, accurate and correct, and that any misrepresentation, inaccuracy or falseness in such Certification will render the Agreement null and void and King & Spalding will have the obligation to reimburse immediately to the Commonwealth any amounts, payments or benefits received from the Commonwealth under the Agreement. -----



**Article 32. Transfer of skills and technical knowledge**

For this Agreement, the transfer of skills and technical knowledge required by the Certified Fiscal Plan is inapplicable given the non-recurring or specialized nature of the contracted services.-----

**Article 33. Entire Agreement**

The terms and conditions contained herein constitute the entire agreement between PREPA and King & Spalding with respect to the subject matter of this Agreement, and supersede all communications, negotiations, and agreements of the Parties, whether written or oral, other than these, made prior to the signing of this Agreement.-----



IN WITNESS WHEREOF, the Parties hereto sign this Agreement in San Juan,  
Puerto Rico this 22 day of November, 2021. -----

Puerto Rico Electric Power Authority



Josué A. Colón Ortiz  
Executive Director

King & Spalding, LLP



Steve Kupka  
Partner



**APPENDIX A**  
**APPROVED TIMEKEEPERS & HOURLY RATES**

<b>Name</b>	<b>Title</b>	<b>Hourly Rate (\$)</b>
Berry, Susan	Partner	760
Borders, Sarah	Partner	877
Bowe, James	Partner	945
Burke, Carol	Partner	985
Caglo, Kim	Partner	783
Choy, Samuel	Partner	1111
Clancy, Lachlan	Partner	1098
Cowled, Simon	Partner	880
Dalling, Brandon	Partner	1103
Daly, Jennifer	Partner	972
Donovan, Daniel	Partner	1053
Fontham, Jack	Partner	1084
Ferber, Scott	Partner	841
Fesenmyer, Timothy	Partner	1179
Garner, Rob	Partner	950
Granata, Enrico	Partner	1030
Greer, Scott	Partner	1062
Gordon, William (Bill)	Partner	851
Hankiss, Adam	Partner	1080
Hanson, Matthew	Partner (newly-promoted)	1166
Hays, Peter	Partner	837
Holleman, Todd	Partner	990
Hwang, Monica	Partner	950
Inoff, Darren	Partner	927
Johnson, Dixie	Partner	1150

*Handwritten initials*

*Handwritten initials*

<b>Name</b>	<b>Title</b>	<b>Hourly Rate (\$)</b>
Johnson, William	Partner	1175
Katz, Jonathan	Partner	833
Kiefer, David	Partner	981
Koch, Alexander	Partner	965
Kupka, Steven	Partner	750
Lang, David	Partner	976
Lawrence, Carmen	Partner	1175
Leclerc, Rob	Partner	1030
Malone, Kelly	Partner	990
McNaughton, Ryan	Partner	1139
McWhirter, Jill	Partner	985
Michael, Brian	Partner	968
Misher, Jeff	Partner	904
Nakayama, Grant	Partner	1107
Nelson, Richard	Partner	855
Newton, Emily	Partner	968
Novetsky, Terry	Partner	1093
Peters, Jason	Partner	927
Rodriguez, Grace	Partner	1017
Runnels, David	Partner	985
Slovensky, Larry	Partner	887
Snare, Ellen	Partner	1035
Stansbury, Brian	Partner	846
Stroman, Cynthia	Partner	922
Taylor, Michael	Partner	932
Toro, John	Partner	968
Urschel, Michael	Partner	1035
Westfall, Laura	Partner	1107

<b>Name</b>	<b>Title</b>	<b>Hourly Rate (\$)</b>
White, Merrick	Partner	1031
Zisman, Stuart	Partner	927
Barlass, Emily	Counsel	1269
Boles, Chris	Counsel	985
Bortnick, Abigail	Counsel	1080
Clarkson, William	Counsel	927
Cummings, Stove	Counsel	1035
Davidson, Scott	Counsel	1044
Delphin, Christopher	Counsel	788
Dent, Kerrie	Counsel	927
Ferkin, Zori	Counsel	850
Futch, Kevin	Counsel	820
Gorsline, Jim	Counsel	855
Hirsch, Eric	Counsel	880
Jordan, Jon	Counsel	891
Lang, Jamie	Counsel	1031
Lankford, Taylor	Counsel	1062
Manz, Kevin	Counsel	994
Mechcatie, Anthony	Counsel	931
Patel, Rajesh	Counsel	738
Rice, William	Counsel	895
Berg, Peter	Senior Associate (newly-promoted)	882
Blythe, Kochsiek	Senior Associate	905
Bromage, Zoe	Senior Associate	815
Crayton, Whitney	Senior Associate	828
Crespo, Joel	Senior Associate	1017
Eid, Martin	Senior Associate	968

Name	Title	Hourly Rate (\$)
Kim, DK	Senior Associate (newly-promoted)	1049
Kostecka, Brianna	Senior Associate	936
McClintock, William	Senior Associate (newly-promoted)	954
McPherson, Margaret	Senior Associate	828
Moore Jr., Mitch	Senior Associate	828
O'Brien, Kevin	Senior Associate	729
Peng, Julie	Senior Associate (newly-promoted)	837
Petersen, Josh	Senior Associate	828
Reese, Bryan	Senior Associate	1058
Snyder, Ben	Senior Associate	1017
Snyder, Jesse	Senior Associate	761
Weiss, Kathryn	Senior Associate	968
Whitaker, Kristian	Senior Associate	842
Massoni, Greg	Consultant	500
Baker, Britney	Associate	445
Benner, Kate	Associate	643
Cadavid, Miguel	Associate	459
Dong, Amber	Associate	571
Fitzpatrick, Jack	Associate	517
Gallagher, James	Associate	679
Gish, Carli	Associate	522
Graessle, James	Associate	414
Korngold, Evan	Associate	513
Ladd, Alyssa	Associate	589
Langa, Fernando	Associate	680
Martin, Silvia	Associate	650

<b>Name</b>	<b>Title</b>	<b>Hourly Rate (\$)</b>
Martinez, Russell	Associate	612
McNerney, Matt	Associate	495
Mosrie, Rami	Associate	531
Neidhardt, Tanner	Associate	513
Olojo, Funmi	Associate	679
Paalz, Austin	Associate	530
Papadopoulos, Melanie	Associate	428
Paret, Julie	Associate	711
Park, CR	Associate	517
Petrosino, Matthew	Associate	549
Pevzner, Eugene	Associate	612
Pozzi de Calcena, Rafaela	Associate	473
Saccurato, Joshua	Associate	490
Sae, Christian	Associate	616
Tang, Michelle	Associate	517
Tecson, Christina	Associate	549
Vallejo, William	Associate	517
Vernon, Chelsea	Associate	454
Walker, Kaleb	Associate	513
Ye, Connie	Associate	739
Yin, Charlene	Associate	652
Sabbath, Jessica	Senior Attorney	733
Smith, Lisa	Senior Attorney	414
Garcia, Nelson	Staff Attorney	221
Sacks, Susie	Staff Attorney	200
Cordova, Renzo S.	Project Attorney	468
Henriquez, Irvin	Project Attorney	185
Ramsay, Chris	Project Attorney	185



<b>Name</b>	<b>Title</b>	<b>Hourly Rate (\$)</b>
White, Izabella	Project Attorney	185
de Varennes, Annette	Senior Paralegal	423
Staskus, Sandi	Senior Paralegal	400
Crawford, Julie	Paralegal	360
Haas, Ginger	Paralegal	337
Paul Mezzina	Partner	1017
Sarah Primrose	Senior Associate	864
Alex Kazam	Associate	770

