

2015-P00056

COMMONWEALTH OF PUERTO RICO
PUERTO RICO ELECTRIC POWER AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

APPEAR

AS FIRST PARTY: 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, Mr. Juan Alicea Flores, of legal age, married, professional engineer, and resident of Caguas, Puerto Rico, (hereinafter referred to as "PREPA").

AS SECOND PARTY: Sidley Austin LLP, a limited liability partnership incorporated and existing under the laws of the State of Delaware, United States of America, with a place of business at 787 Seventh Avenue, New York, New York 10019, herein represented by Lawrence A. Bauer, partner, of legal age, not married, and resident of New York, New York, USA, by virtue of (hereinafter referred to as "Sidley"), whose authority of representation is evidenced by that certain letter, dated November 24, 2014 from William Conlon.

WHEREAS, PREPA, by virtue of its Governing Act, has the authority to engage the professional, technical and consulting services necessary and convenient to the activities, programs, and operations of PREPA;

WHEREAS, Sidley has extensive experience as counsel in connection with various financing matters undertaken by PREPA; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the parties have agreed to enter into this Agreement under the following:

TERMS AND CONDITIONS

FIRST: Sidley shall provide to PREPA legal representation, including in connection with matters PREPA's financing activities, matters related to any restructuring of PREPA's outstanding obligations to its various stakeholders, and any such other legal matters as may be requested by PREPA, its subsidiaries or affiliates, from time to time, and as agreed to by Sidley.

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SECOND: This Agreement shall be in effect for a period of one (1) year from the date of its execution (the "Agreement Period"). Either party shall have the right to terminate this Agreement, at any time, by providing the other party thirty (30) days' prior written notice by registered mail, return receipt requested, or overnight express mail or reputable courier service. 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.

The rights, duties and responsibilities of the Parties shall continue in full force and effect during the thirty (30) day notice period. Sidley 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.

THIRD: As compensation for services rendered under this Agreement, PREPA agrees and Sidley accepts that the total amount to be paid under this Agreement shall not exceed one million dollars (\$1,000,000.00) (the "Agreement Amount"). However, nothing herein shall preclude the parties from agreeing to increase said amount. PREPA will only pay for services that are evidenced by a properly submitted invoice for services rendered. Notwithstanding the foregoing, any increase to the Agreement Amount shall be evidenced in writing and signed by both Sidley and PREPA. PREPA will not be required to make advance payments for any service to be rendered by Sidley under this Agreement. Sidley shall immediately notify PREPA when the billing under the present Agreement amounts to seventy five percent (75%) of the Agreement Amount.

Appendix A attached hereto provides a schedule of the attorneys assigned to this matter. Should Sidley assign another person not included in Appendix A hereto to attend to PREPA's matters pursuant to this Agreement, Sidley 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.

FOURTH: PREPA shall reimburse Sidley for out of pocket expenses incurred in providing the services, subject to the terms of this Agreement. As established in Appendix D, Reimbursable

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Expenses will be reimbursed by PREPA through the presentation of acceptable evidence for such expenses. Reimbursement for air travel expenses is restricted to economy class fares, including restricted fares. In the event of a scheduled trip has to be cancelled, PREPA will assume the cost of the penalty fee.

PREPA shall not pay for travel time; provided, however, that Sidley personnel may work while traveling, and such time is compensable as otherwise provided under this Agreement. 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.

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. PREPA will not reimburse expenses that do not comply with this provision and Appendix D. Under no circumstances will expenses for alcoholic beverages be reimbursed.

FIFTH: Sidley shall submit monthly invoices within thirty (30) days following the period invoiced that will include a description of the services rendered and the number of hours spent by each person. Each invoice for professional services shall be itemized and must be duly certified by an authorized representative of Sidley. Sidley shall allocate any invoiced fees between (i) activities undertaken outside of Puerto Rico (ii) those relating to activities undertaken within Puerto Rico.

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

Invoices must also include a written and signed certification stating that no officer or employee of PREPA, and their respective subsidiaries or affiliates, will personally derive or obtain any benefit or profit of any kind from this Agreement, with the acknowledgment that invoices that do not include this certification will not be paid. This certification must read as follows:

“We certify under penalty of nullity that no public servant of the Puerto Rico Electric Power Authority, their respective subsidiaries or affiliates, 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 Electric Power Authority. The total amount shown on this invoice is true and correct. The services have been rendered, and no payment has been received.”

Sidley agrees to submit bank account wiring instructions to PREPA in order to facilitate payment by means of electronic transfer.

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SIXTH: PREPA will provide such access to its facilities and information, and such other cooperation in working with Sidley, as Sidley may from time to time reasonably determine to be necessary to render any services requested; provided that such access and cooperation shall not interfere with PREPA’s continuing conduct of its operations.

SEVENTH: At the direction of PREPA, Sidley may be required to work with other consulting, legal, investment, or other firms. The parties agree to discuss such assignments in advance, so that all parties have clear expectations as to their responsibilities. Sidley is not responsible for work performed by others.

EIGHTH: Sidley shall not subcontract the services to be provided under this Agreement, or contract firms or other services without the prior written authorization of the Executive Director of PREPA or any of its authorized representatives. A request to subcontract, or to contract experts or other firms, shall specify the issues or matters that will be referred to said contract experts or other firms. The professional fees earned by these contract experts or other firms will be deducted from the total maximum amount that Sidley may receive under the terms of this Agreement.

NINTH: Sidley shall not request any payment for services rendered under the terms of this Agreement until it has been registered by PREPA at the Office of the Comptroller of Puerto

Rico as established in Act 18-1975, as amended. PREPA undertakes to register this Agreement pursuant to such Act as soon as practicable after the execution of this Agreement.

TENTH: Sidley will submit any reports required by PREPA regarding services performed under this Agreement. If required by PREPA, at the completion of the assigned tasks, Sidley will submit a final written report describing the work it has performed. This requirement shall not be interpreted as a waiver by PREPA of Sidley's ethical obligation and responsibility of keeping PREPA informed of the progress of the assigned matters. This obligation includes Sidley's commitment to prepare and deliver 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 and its subsidiaries and affiliates. Sidley shall not invoice the time spent in preparing customary letters to auditors, as it is understood that this is an administrative obligation complementary to the services rendered hereunder.

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All rights, title and interest in any reports, documents, analyses, investigations and any other by-product conceived or developed by Sidley exclusively for PREPA as a result of performing its obligations under this Agreement shall be the exclusive property of PREPA. Sidley may, however, maintain and use copies of such reports, documents, analyses, investigations and any other by-product conceived or developed by Sidley that is consistent with applicable law and ethical rules governing lawyers and the use of confidential information. Sidley shall retain all right, title, and interest in and to proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for PREPA under this Agreement. 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 Sidley under this Agreement.

ELEVENTH: PREPA will provide all the documentation necessary for the adequate fulfillment of Sidley's obligations under this Agreement.

TWELFTH: Sidley 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 Sidley or otherwise obtained by Sidley in the course of rendering services for PREPA (collectively, "Confidential Information").

Sidley and its employees, affiliates and authorized sub-contractors shall keep in strict confidence all Confidential Information, and [1] shall not make public or disclose any of said materials without the previous written consent of PREPA, [2] shall use the Confidential Information only to perform Sidley's obligations under this Agreement; and [3] will reproduce the Confidential Information only as required to perform Sidley's obligations under this Agreement.

"Confidential Information" shall not apply to any information which:

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- (a) is generally known to the public at the time of disclosure to Sidley or becomes generally known through no wrongful act on the part of Sidley;
 - gms* (b) is in Sidley's possession at the time of disclosure otherwise than as a result of Sidley's breach of any legal obligation;
 - (c) becomes known to Sidley through disclosure by sources other than Sidley having the legal right to disclose such information; or
 - (d) is independently developed by Sidley without reference to or reliance upon the confidential information.

In addition, these provisions shall not prohibit Sidley from making any disclosure pursuant to any subpoena or order of a court or a Governmental or Administrative tribunal which may assert jurisdiction over Sidley; provided that, to the extent legally permissible, Sidley 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.

Sidley will not disclose any Confidential Information relating to the work that Sidley performs under this Agreement.

Sidley 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 Sidley shall direct them, and they shall agree, to treat such information as confidential and to return all materials to Sidley upon request but for one copy for record purposes only; and (ii) in each case, such person is bound by obligations of confidentiality and non-use consistent with and at least as stringent as those set forth in this Agreement.

In connection with the services rendered under this Agreement, Sidley will furnish PREPA any necessary reports, analyses or other such materials that exist as of the date requested, as PREPA may reasonably request. Sidley shall not invoice the time spent to gather and deliver such information. PREPA, however, acknowledges that Sidley may develop for itself, or for others, problem solving approaches, frameworks or other tools and processes developed in performing the services and any additional services provided hereunder, and nothing contained herein precludes Sidley from developing or disclosing such materials and information provided that the same do not contain or reflect Confidential Information.

Sidley shall return all Confidential Information, as well as any other document that may relate to its work under this Agreement, to PREPA within thirty (30) days after date of the expiration or earlier 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, Sidley may retain its own work products as long as it maintains the confidentiality of PREPA's Confidential Information as otherwise provided in this Agreement. During this thirty (30) day period, these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico.

This section TWELFTH shall survive the termination, expiration or completion of this Agreement.

THIRTEENTH: Sidley's material negligent discharge or the breach of the confidentiality clause hereinabove continuing after receipt of written warning or abandonment of the duties assigned hereunder shall constitute a breach of this Agreement by Sidley and PREPA

will be entitled to terminate this Agreement forthwith, without having to comply with the requirements of notice set forth above, without limitations of any other rights and remedies under law, and the same will release and discharge PREPA from any further obligations and liabilities hereunder.

FOURTEENTH: Sidley acknowledges that in executing its services pursuant to this Agreement, it has an obligation of complete loyalty towards PREPA, including having no adverse relationships. "Adverse relationships" 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 representation covered by this Agreement. This duty includes the continued obligation to disclose to PREPA all circumstances of its relations with clients and third parties that would result in an adverse relationship, and any adverse relationship which would influence Sidley when performing its responsibilities under this Agreement. PREPA acknowledges Sidley is a large global law firm having multiple clients.. In particular, Sidley has longstanding relationships with many clients engaged in the power industry. Although currently there is no adverse relationship, we represent AES Puerto Rico in connection with certain corporate and environmental matters. In addition, Sidley has longstanding relationships with many clients engaged in the financial services industry, including financial institutions that underwrite and otherwise purchase debt obligations of PREPA, the Commonwealth of Puerto Rico and other instrumentalities of the Commonwealth, although currently there are no adverse relationships in connection therewith. With or without Sidley's knowledge, any of such clients may from time to time have interests adverse to PREPA or its subsidiaries or affiliates. Sidley's representation of those clients in unrelated matters shall not be deemed to be an adverse relationship within the meaning of this Agreement.

Conduct by one of Sidley's partners, associates, clerks or other employees shall be attributed to Sidley for purposes of this prohibition. Sidley shall endeavor to avoid even the appearance of the existence of a conflict of interest that has not otherwise been waived.

Sidley acknowledges the power of the Executive Director of PREPA to oversee the enforcement of the prohibitions established herein. If the Executive Director of PREPA

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determines the existence or the emergence of adverse interest with Sidley, he shall inform such findings in writing and his intentions to terminate this Agreement within a fifteen (15) day term. Within such term, Sidley can request a meeting with the Executive Director of PREPA to present its arguments regarding the alleged conflict of interest. This meeting shall be granted in every case. If such meeting is not requested within the specified term, or if the controversy is not settled satisfactorily during the meeting, this Agreement shall be terminated at the end of said fifteen (15) day period.

Sidley certifies that at the time of the execution of this Agreement, it does not have nor does it represent anyone who has adverse interests that are in conflict with PREPA. If such conflicting interests arise after the execution of this Agreement, Sidley shall, to the extent consistent with its obligations to other clients, notify PREPA immediately.

FIFTEENTH: PREPA and Sidley agree that Sidley's status hereunder, and the status of any agents, employees and subcontractors engaged by Sidley, shall be that of an independent subcontractor only and not that of an employee or agent of PREPA. Sidley recognizes that it shall not be entitled to employment benefits provided by PREPA to its employees such as vacations, sick leave, retirement benefits and others because of its condition as an independent contractor.

SIXTEENTH: Sidley certifies that, at the time of execution of this Agreement, it has no other contracts with agencies, public corporations, municipalities, or instrumentalities of the Commonwealth of Puerto Rico other than those matters identified on Appendix B.

SEVENTEENTH: Sidley shall submit a sworn statement to certify and guarantee that at the execution of this Agreement, neither Sidley, nor any of its, directors, employees or agents, have been convicted, and that it has no knowledge that any of them is or are the subject of any investigation in either a civil or a criminal procedure in a state or federal court, for charges related to the public treasury, the public trust, a public function, or a fault that involves public funds or property. 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 PREPA to terminate this Agreement immediately, without prior

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[Signature]

notice, and Sidley will have to reimburse PREPA any amount of money received under this Agreement, as required by Article 3 of Act 458 of December 29, 2000, as amended.

If the status of Sidley with regards to the charges previously mentioned should change at any time during the term of this Agreement, it shall notify PREPA promptly after Sidley's management committee acquires knowledge thereof. The failure to comply with this responsibility constitutes a violation of this section, and shall result in the remedies mentioned previously.

EIGHTEENTH: Sidley certifies that it has received copies of (a) Act No. 84, enacted on June 18, 2002, as amended, which establishes the Code of Ethics for Contractors, Suppliers and Applicants for Economic Incentives of the Executive Agencies of the Government of the Commonwealth of Puerto Rico and (b) the Government Ethics Law, Act No. 1, enacted on January 3, 2012, as amended from time to time, and its implementing regulations. Sidley agrees that it, as well as all personnel providing services under this Agreement, will comply with such acts.

NINETEENTH: The parties hereby declare that, to the best of their knowledge, no public officer or employee of the Commonwealth of Puerto Rico, 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.

TWENTIETH: Sidley certifies that neither it nor any of its partners and employees receives salary or any kind of compensation for the delivery of regular services by appointment in any agency, instrumentality, public corporation, or municipality of the Commonwealth of Puerto Rico.

TWENTY-FIRST: Sidley shall secure and maintain in full force and effect, during the life of this Agreement as provided herein, sufficient professional liability insurance to adequately provide for any liability that may arise from the services provided under this Agreement, subject to customary ceilings on and deductibles for such insurance for law firms similar to Sidley. Sidley shall maintain Professional Liability Insurance with limits of no less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to applicable ceilings and deductibles. Sidley shall furnish a

certificate of insurance in original signed by Sidley's insurance broker attesting to the foregoing coverage.

TWENTY-SECOND: Sidley certifies that at the execution of this Agreement it does not have, and has not had, to submit income tax returns, or Sales and Use tax returns, in Puerto Rico during the past five (5) years, and that it has no outstanding debts with the Commonwealth of Puerto Rico for income taxes, real or chattel property taxes.

Sidley also certifies it does not have outstanding debts regarding its treatment of unemployment insurance premiums, workers' compensation payments, Social Security for chauffeurs in Puerto Rico or the Administration for the Sustenance of Minors (known by its Spanish acronym as *ASUME*).

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Accordingly, all Government issued certificates that confirm the aforementioned information are appended hereto and made to form part of this Agreement as Appendix C, including, but not limited to those certifications issued by the Treasury Department, the Municipal Revenues Collection Center, the State Department, the Administration for the Sustenance of Minors and the Department of Labor and Human Resources of Puerto Rico.

It is expressly acknowledged that the certifications provided by Sidley, pursuant to this TWENTY-SECOND clause, are essential conditions of this Agreement, and if these certifications are incorrect, PREPA shall have sufficient cause to terminate this Agreement immediately.

TWENTY-THIRD: For purposes of this Agreement, tax debt shall mean any debt that Sidley, or any of its partners or other parties which PREPA authorizes Sidley to subcontract, may have with the Government of Puerto Rico for income taxes, excise 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 interests, dividends and income to individuals, corporations and non-resident partnerships, for payment of interests, dividends and other earnings shares to residents, unemployment insurance premiums, workers' compensation payments, and Social security to chauffeurs.

TWENTY-FOURTH: Except as set forth in the next paragraph, no withholding or deductions shall be made from payments to Sidley for income tax purposes. Sidley shall be responsible for paying: (i) all applicable income taxes in accordance with any and all applicable income tax laws, and (ii) any corresponding contributions to the Social Security Administration. Payments due to Sidley shall be paid into a bank account in the United States designated to Sidley.

When invoicing PREPA, Sidley shall allocate any invoiced fees between those relating to activities undertaken outside of Puerto Rico and constituting gross income from sources outside of Puerto Rico, and those relating to activities undertaken within Puerto Rico and constituting gross income from sources within Puerto Rico. PREPA shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid for services relating to activities undertaken within Puerto Rico, when any of the invoiced amounts constitute gross income from sources within Puerto Rico, in accordance with Section 1062.11 of the Puerto Rico Internal Revenue Code, Act 1-2011, as amended. services identified in invoices as being rendered by Sidley for its activities outside of Puerto Rico shall not result in such withholding.

PREPA shall also deduct and withhold one point five percent (1.5%) of the gross amounts paid under this Agreement, in accordance with Article 1 of Act No. 48 of June 30, 2013. PREPA shall forward such amounts to the Department of Treasury of Puerto Rico and, within thirty (30) days after paying any amount to the Department of Treasury of Puerto Rico, PREPA shall deliver evidence satisfactory to Sidley of such payments.

TWENTY-FIFTH: This Agreement shall be governed by the laws of the Commonwealth of Puerto Rico.

TWENTY-SIXTH: 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. The party

bringing the suit or action before a court not agreed to herein shall pay to the other party all the costs of seeking dismissal including reasonable attorney's fees. Should any clause or conditions of this Agreement be declared null and void by a competent court of law, the remaining parts of this Agreement shall remain in full force and effect.

TWENTY-SEVENTH: It is understood that this Agreement is the sole agreement between the parties with regard to the services covered hereby and supersedes any prior agreements written or verbal. This Agreement may not be changed orally, but may be amended in writing, by mutual agreement of the parties. The Parties expressly agree that no amendment, which could be made to this Agreement during its term, shall be understood as a contractual novation, unless both parties agree to the contrary, specifically and in writing.

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TWENTY-EIGHTH: If a court of competent jurisdiction declares any of this Agreement's 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.

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TWENTY-NINTH: During the term of this Agreement, any change in law, including, but not limited to, changes in applicable tax law, which causes an increase in Sidley's costs when providing the services, shall be Sidley's responsibility.

THIRTIETH: Sidley agrees that it will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, disability or national origin.

THIRTY-FIRST: Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to a cause beyond its reasonable control. Performance times shall be considered extended for the period required to make up the work lost because of such cause.

THIRTY-SECOND: This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party.


THIRTY-THIRD: 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.

THIRTY-FOURTH: All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally or sent by telecopy, or sent, 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 reputable overnight courier service) to the parties at the following addresses:

(i) If to Sidley:

 Lawrence A. Bauer
Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019

(ii) If to PREPA:

Juan F. Alicea Flores
Executive Director
Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

THIRTY-FIFTH: The parties hereto will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement through negotiations between them in the normal course of business, before resorting to other remedies available to them pursuant to this Agreement. For any dispute whatsoever which has not been resolved

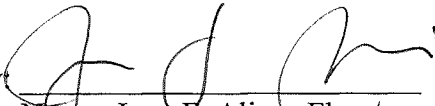
through negotiation as set forth above, the parties may seek resolution of the matter utilizing any remedies available at law or in equity.

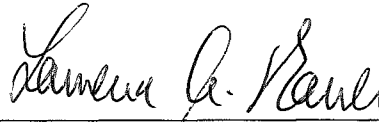
THIRTY-SIXTH: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS THEREOF, the parties hereto sign this Agreement on this 16th day of ~~November~~ ^{December} of the year 2014.

**PUERTO RICO ELECTRIC
POWER AUTHORITY**

SIDLEYAUSTIN LLP

By: 
Name: Juan F. Alicea Flores
Title: Executive Director

By: 
Name: Lawrence A. Bauer
Title: Partner

Tax ID: 66-0433747

Tax ID: 36-4474078