

**COMMONWEALTH OF PUERTO RICO  
PUERTO RICO ELECTRIC POWER AUTHORITY**

**FIRST AMENDMENT**

**CONTRACT NO. 2016-P00043A**

**APPEAR**

AS FIRST PARTY: The Puerto Rico Electric Power Authority, hereinafter referred to as "PREPA" a public corporation and government instrumentality of the Commonwealth of Puerto Rico, created by Act 83 of May 2, 1941, as amended, represented in this act by its Executive Director, Javier Antonio Quintana Méndez, of legal age, married, engineer, and resident of Guaynabo, Puerto Rico.-----

AS SECOND PARTY: ROONEY RIPPPIE & RATNASWAMY, LLP, hereinafter referred to as "Consultant", a limited liability partnership organized and existing under the laws of Illinois, represented in this act by its Partner E. Glenn Rippie, of legal age, married, professional, and resident of the State of Illinois, USA, by virtue of the authority given by Certification of Authorizing Resolution of Consultant, dated December 9, 2015.-----

**WITNESSETH**

In consideration of the mutual covenants and agreements hereinafter stated, the Parties agree themselves, their personal representatives, and successors as follows:-----

**STATE**

WHEREAS: The appearing Parties executed a Professional Services Contract, number 2016-P00043 (Contract), on December 23, 2015, to provide PREPA consulting services related to PREPA's Integrated Resource Plan and Rate Revision and other matters involving the operational reforms currently being considered in the restructuring

and transformation of PREPA, including among others proceedings before the Puerto Rico Energy Commission -----

WHEREAS: The volume of services required by PREPA to the Consultant in order to comply with the requirements of the securitization process for the bonds to be issued by the Special Purpose Vehicle created by Law 4-2016, Law for the Revitalization of the Puerto Rico Electric Power Authority, has required the disbursement of a significant part of the allotted \$500,000 Contract Price. PREPA recognizes that mayor work still needs to be completed regarding the securitization process, the Integrated Resource Plan Case and the Rate Revision Case.-----

THEREFORE: The appearing Parties hereby agree, in accordance with PREPA's Governing Board Resolution 4348, dated April 12, 2016 to amend Article 3., Payment, Section 3.1 of the Contract to read as follows:-----

3.1 In accordance with the terms and conditions contained herein, PREPA agrees and Consultant accepts that the Contract Price shall not exceed a cumulative amount of one million five hundred thousand dollars (\$1,500,000). All payments to be made under this Contract will be charge to account number 01-4019-92320-556-673. 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 services to be rendered by Consultant under the Contract. -----

All other terms and conditions, specifications, stipulations, insurances, and requirements established in the Contract remain unaltered and fully enforceable.-----

This is the agreement between the appearing Parties under this First Amendment and so is hereby ratified.-----

In WITNESS WHEREOF, the Parties hereto have agreed to execute this First Amendment in San Juan, Puerto Rico, on this 15 day of April, 2016.-----

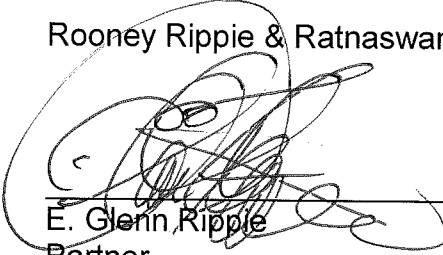
Puerto Rico Electric Power Authority

Rooney Rippie & Ratnaswamy, LLP.



---

Javier Antonio Quintana Méndez  
Executive Director  
EIN: 660-43-3747



---

E. Glenn Rippie  
Partner  
EIN: 27-1625851

