

**GOBIERNO DE PUERTO RICO
JUNTA REGLAMENTADORA DEL SERVICIO PÚBLICO
NEGOCIADO DE ENERGÍA DE PUERTO RICO**

NEPR Received: Dec 18, 2020 11:15 AM

IN RE: TARIFA PERMANENTE DE LA
AUTORIDAD DE ENERGÍA ELÉCTRICA
DE PUERTO RICO

CASO NÚM.:
NEPR-MI-2020-0001

ASUNTO:
Informe de Reclamaciones

**INFORME DE RECLAMACIONES Y SOLICITUD DE
DETERMINACIÓN DE CONFIDENCIALIDAD**

AL HONORABLE NEGOCIADO DE ENERGÍA:

COMPARECE la Autoridad de Energía Eléctrica de Puerto Rico (la “Autoridad”), a través de su representación legal, y respetuosamente presenta el siguiente informe en cumplimiento con las órdenes dictadas el 28 de julio y 24 de septiembre de 2020 (colectivamente referidas como la “Orden”):

I. INFORME DE RECLAMACIONES

a. Gestiones con compañías de seguro

La Autoridad continúa procesando activamente los reclamos bajo sus pólizas de seguro de propiedad comercial por pérdidas y daños derivados del terremoto del 7 de enero de 2020. Al día de hoy, la Autoridad ha presentado a sus aseguradoras de propiedad evidencia de \$ 110,789,717 en costos incurridos asociados con sus pérdidas por el terremoto. Estos costos incurridos generalmente consisten en (1) \$ 34,679,830 en costos de reparación; y (2) \$ 76,109,887 en costos de generación temporera, neto del período de espera de 30 días para reclamos de “gastos adicionales” (*extra expense*) bajo la póliza. Hasta la fecha, los ajustadores de las aseguradoras han reconocido \$ 75,006,328 de estos costos incurridos como "indiscutibles" o “no objetados”. En consecuencia, las aseguradoras han reconocido que las pérdidas de la Autoridad satisfacen el

deducible de la póliza de \$ 25 millones aplicable a los reclamos por terremotos bajo las pólizas de seguro de la Autoridad y han realizado dos pagos por adelantado de \$ 25 millones por separado para la pérdida de la Autoridad.

El primer pago de \$ 25 millones fue recibido por la Autoridad poco después de que el Tribunal de Distrito para el Distrito de Puerto Rico donde se considera la Petición bajo el Título III de PROMESA¹, emitiera su Orden del 8 de junio de 2020 que autoriza a las aseguradoras de la Autoridad a realizar un pago inicial de \$ 25 millones sujeto a varias condiciones establecidas en la Orden (“Orden de 8 de junio de 2020”). Exhibit A. El párrafo 7 de la Orden de 8 de junio de 2020 también establece un proceso que debe seguir la Autoridad cuando las aseguradoras realicen pagos adicionales para cubrir las pérdidas por el terremoto de la Autoridad.

Después de que las aseguradoras de la Autoridad acordaron realizar su segundo pago de \$ 25 millones, la Autoridad envió un Aviso de este próximo pago a algunos de sus acreedores el 7 de octubre de 2020 (el "Aviso"), como lo requiere el párrafo 7 de la Orden de 8 de junio de 2020. No se hicieron objeciones en respuesta a la notificación, por lo que la Autoridad presentó una moción informativa el 15 de octubre de 2020 (la “Moción Informativa”) notificando al Tribunal que no había objeciones al segundo pago. Exhibits B y C. Poco después, las Aseguradoras hicieron su segundo pago de \$ 25 millones por las pérdidas por el terremoto de la Autoridad.

La Autoridad continúa recopilando evidencia de costos incurridos y estimaciones de costos para respaldar pagos adicionales bajo sus políticas. La Autoridad también participa activamente en negociaciones con sus aseguradoras y sus ajustadores sobre pagos adicionales, y anticipa que se realizarán pagos adicionales a principios de 2021. La Autoridad continuará siguiendo el proceso

¹ *The Puerto Rico Oversight, Management, and Economic Stability Act*, conocido como PROMESA, esta codificado en 48 U.S.C. § 2101 *et seq.*

establecido en la Orden de 8 de junio de 2020 para cobrar pagos de seguro adicionales cuando las Aseguradoras autoricen pagos adicionales para las pérdidas por terremoto de la Autoridad.

Además de adelantar el reclamo de seguro, el equipo de la Oficina de Manejo de Riesgos de la Autoridad continúa participando en reuniones semanales con la Oficina de Gestión de Financiamiento por Desastres de la Autoridad (DFMO, por sus siglas en inglés) en un esfuerzo por garantizar la coordinación de reclamos a aseguradores y los que se realizan a la Agencia Federal para el Manejo de Emergencias (FEMA, por sus siglas en inglés) y apoyar en el proceso de desembolso de fondos a los cuales la Autoridad tiene derecho a recibir por las pérdidas causadas por terremoto.

En cumplimiento con la Orden, la Autoridad adjunta un reporte con detalles adicionales de comunicaciones entre la Autoridad, los ajustadores y las aseguradoras y, además, una compilación de las comunicaciones y documentos relacionados. Exhibit D.

b. Gestiones con la Agencia Federal para el Manejo de Emergencias

La Autoridad, representado por DFMO, conjunto a Oficina Central de Recuperación, Reconstrucción y Resiliencia (COR3, por sus siglas en inglés) continúa persiguiendo diligentemente los reembolsos relacionados al uso de las unidades pico (*peaking units*) luego de los eventos del terremoto. Los fondos ya fueron obligados y el acuerdo con las deducciones para comenzar el proceso de solicitud de reembolso fue firmado.

La Autoridad se mantiene en comunicaciones con COR3 con el interés de facilitar la pronta gestión para el reembolso de los fondos. Según se reportara en semanas anteriores, los documentos necesarios para completar la solicitud de reembolso ya fueron provistos por la Autoridad a COR3

y esta los certificó como correctos. Ahora resta que COR3 coordine el desembolso de los fondos lo cual se espera que suceda durante las próximas dos semanas.

Se incorpora por referencia las explicaciones ofrecidas en la *Solicitud de Aprobación de Reconciliación del Periodo de Septiembre a Noviembre de 2020*, (ii) *Factores para las Cláusulas FCA, PPCA y FOS el Periodo de Enero a Marzo de 2021* y (iii) *Determinación de Confidencialidad* radicada por la Autoridad el pasado 14 de diciembre de 2020 y la *Moción en Cumplimiento de Orden Dictada* el 17 de diciembre de 2020.

II. SOLICITUD DE CONFIDENCIALIDAD

El Exhibit A adjunto a esta moción incluye varias comunicaciones entre la Autoridad, las compañías de seguros y los ajustadores de las compañías de seguros, relacionadas con los reclamos de seguros realizados por los daños a la Unidad 5 de la Planta Costa Sur y el arrendamiento de generación de emergencia. De conformidad con el Reglamento 8543 del Negociado de Energía de la Junta Reglamentadora del Servicio Público (el “Negociado de Energía”)², la Autoridad afirma que las comunicaciones con las aseguradoras y los ajustadores son confidenciales y, por lo tanto, han sido presentadas selladas y así deben permanecer.

Las comunicaciones entre la Autoridad y sus aseguradoras y ajustadores sobre el reclamo del pago por concepto de la cubierta de seguros de la Autoridad por pérdidas relacionadas con el terremoto en la Planta Costa Sur contienen información confidencial sobre los esfuerzos de la Autoridad para negociar y obtener pagos por adelantado de sus aseguradoras mientras las aseguradoras continúan ajustando la pérdida de la Autoridad bajo las pólizas. Estas comunicaciones también contienen interpretaciones sobre el alcance de la cobertura potencial bajo

² Negociado de Energía, *Reglamento de Procedimientos Adjudicativos, Avisos de Incumplimiento, Revisión de Tarifas e Investigaciones*, Núm. 8543 (18 de diciembre del 2014) (el “Reglamento 8543”), Sec. 1.15.

las pólizas de seguros de la Autoridad, solicitudes de información de las aseguradoras sobre la Planta Costa Sur y otras instalaciones de generación en Puerto Rico que puedan ser relevantes para sus determinaciones de cobertura de seguros, y comentarios y sugerencias, sobre las formas en que la Autoridad podría tratar de mitigar sus pérdidas aseguradas bajo las pólizas de seguro de la Autoridad. Las negociaciones de ajuste de reclamos son un proceso iterativo, y las declaraciones de la Autoridad y sus aseguradoras en comunicaciones relacionadas con reclamos por su naturaleza no son definitivas. Hacer público este tipo de información en este momento interferiría con la discusión de buena fe y las negociaciones entre la Autoridad y las aseguradoras, resultará en un deterioro del libre intercambio de ideas necesario para un proceso de negociación de reclamos oportuno y productivo y comprometerá la capacidad de la Autoridad para asegurar anticipos de sus aseguradoras que son necesarios para financiar reparaciones y mitigar pérdidas adicionales. Una vez el proceso de reclamación de a las aseguradoras concluya se puede considerar publicar las mismas, por el momento sería perjudicial para la Autoridad y, en consecuencia, para los consumidores.

III. CONCLUSIÓN

POR TODO LO CUAL, se solicita respetuosamente que el Negociado de Energía anote el cumplimiento de la Autoridad con la Orden, resuelva que los documentos incluidos en el Exhibit A son confidenciales y ordene que se mantengan sellados.

RESPETUOSAMENTE SOMETIDO.

En San Juan, Puerto Rico a 18 de diciembre de 2020.

/s Katuska Bolaños Lugo

Katuska Bolaños Lugo

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Exhibit A

Orden del 8 de junio de 2020

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

<p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>THE COMMONWEALTH OF PUERTO RICO, <u>et al.</u>,</p> <p>Debtors.¹</p>	<p>PROMESA Title III</p> <p>No. 17 BK 3283-LTS</p> <p>(Jointly Administered)</p>
<p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO,</p> <p>as representative of</p> <p>PUERTO RICO ELECTRIC POWER AUTHORITY,</p> <p>Debtor.</p>	<p>PROMESA Title III</p> <p>No. 17 BK 4780-LTS</p>

ORDER GRANTING MOTION OF FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO AND PUERTO RICO ELECTRIC POWER AUTHORITY FOR
RELEASE OF INSURANCE PROCEEDS FOR EARTHQUAKE LOSSES (DOCKET ENTRY NO. 1987)

¹ The Debtors in these Title III Cases, along with each Debtor’s respective Title III case number and the last four (4) digits of each Debtor’s federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17-BK-3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (“COFINA”) (Bankruptcy Case No. 17-BK-3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority (“HTA”) (Bankruptcy Case No. 17-BK-3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (“ERS”) (Bankruptcy Case No. 17-BK-3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (v) Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy Case No. 17-BK-4780-LTS) (Last Four Digits of Federal Tax ID: 3747); and (vi) Puerto Rico Public Buildings Authority (“PBA”) (Bankruptcy Case No. 19-BK-5523-LTS) (Last Four Digits of Federal Tax ID: 3801) (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

Upon consideration of the *Motion of Financial Oversight and Management Board For Puerto Rico and Puerto Rico Electric Power Authority For Release of Insurance Proceeds for Earthquake Losses* (Docket Entry No. 1987 in Case No. 17-4780, and Docket Entry No. 13097 in Case No. 17-3283, the “Motion”),² filed by the Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), as the representative of the Puerto Rico Electric Power Authority (“PREPA”) in this Title III case pursuant to section 315(b) of the Puerto Rico Oversight, Management, and Economic Stability Act (“PROMESA”), 48 U.S.C. §§ 2101–2241; and the Court having found it has subject matter jurisdiction over this matter pursuant to section 306(a) of PROMESA; and it appearing that venue in this district is proper pursuant to section 307(a) of PROMESA; and the Court having found the relief requested in the Motion is in the best interests of PREPA, its creditors, and other parties in interest; and Insurers having consented to the relief requested by the Motion; and the Court having found the Oversight Board and PREPA provided adequate and appropriate notice of the Motion under the circumstances and no other or further notice is required; and upon the record herein, after due deliberation thereon, the Court having found good and sufficient cause exists for granting the relief as set forth herein,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED:

1. The Motion is GRANTED only to the extent set forth herein.
2. Insurers may pay the Advance Payment of \$25,000,000 to PREPA under the Property Insurance on account of losses it incurred as a result of earthquake damage incurred during the period of the Policies (“Earthquake Losses”).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

3. No Service Party shall interfere with the Insurers' transfer of the Advance Payment to PREPA.
4. PREPA shall utilize and distribute the Advance Payment solely to pay for Earthquake Losses in compliance with the Trust Agreement.
5. No Service Party shall interfere with PREPA's application or use of the Advance Payment.
6. Notwithstanding any claims that Service Parties may have against PREPA if Insurance Proceeds are not applied by PREPA in accordance with this Order, the Insurers shall not be subject to claims of the Service Parties with respect to the payment of the Advance Payment to PREPA in accordance with this Order, and payment of the Advance Payment to PREPA shall satisfy the Insurers' obligations under the applicable Property Insurance in the amount so paid. No Service Party shall have any claim against the Insurers in respect of the obligation so satisfied by payment of the Advance Payment.
7. With respect to any future payments of Insurance Proceeds payable to PREPA on account of the Property Insurance:
 - a. PREPA, after consultation with the Oversight Board, shall provide to attorneys for the Official Committee of Unsecured Creditors appointed in this case, the Oversight Board, the Trustee under the Trust Agreement, counsel to National Public Finance Guaranty Corporation ("National"), Assured Guaranty Corp. and Assured Guaranty Municipal Corp. (collectively, "Assured"), Syncora Guaranty Inc. ("Syncora"), and the Ad Hoc Group of PREPA's bondholders (the "Ad Hoc Group," and collectively, the "Notice Parties") written notice (each, a "Supplemental Insurance Payment Notice") containing the following:
 - i. The amount of Insurance Proceeds the Insurers are prepared to remit to PREPA;
 - ii. The Policy pursuant to which such Insurance Proceeds would be paid;

- iii. A copy of the Policy and agreement pursuant to which such Insurance Proceeds would be paid; and
 - iv. A description of PREPA's contemplated usage of such Insurance Proceeds, with sufficient detail and supporting documentation to enable the Notice Parties to confirm that PREPA's contemplated usage complies with section 4 above.
- b. Recipients of a Supplemental Insurance Payment Notice shall have seven (7) calendar days from the date of service of a Supplemental Insurance Payment Notice (the "Review Period") to provide attorneys for the Oversight Board and the other Notice Parties written notice of any objection to payments specified in the applicable Supplemental Insurance Payment Notice.
- c. Following the expiration of the Review Period, if no objections are received, the terms of this Order shall be deemed to apply to the additional payments under the Property Insurance specified in such Supplemental Insurance Payment Notice, and such payments shall be subject to the same protections as set forth in this Order for the Advance Payment under this Order and shall be entitled and subject to the terms of sections 3 and 5 of this Order. For the avoidance of doubt, additional payments under the Property Insurance specified in a Supplemental Insurance Payment Notice, once remitted to PREPA by the Insurers, shall be entitled and subject to the terms of section 6 of this Order.
- d. If objections are received during the Review Period, in the seven (7) calendar days following the expiration of the Review Period, PREPA will attempt to resolve the objections in a manner satisfactory to each of the Oversight Board, AAFAF, and each of the Notice Parties. To the extent any objections remain unresolved after such time, (i) PREPA may receive the additional payments under the Property Insurance specified in the Supplemental Insurance Payment Notice from the Insurers, and such payments shall be treated as Insurance Proceeds under this Order, used solely in accordance with section 4 of this Order, and shall be entitled to the terms of section 6 of this Order, but shall not be entitled to the terms of sections 3 or 5 of this Order; and (ii) the Oversight Board and AAFAF, on behalf of PREPA, or the relevant Notice Party with respect to any unresolved objection may file a motion, with an objection deadline of no less than seven (7) calendar days following the filing of such motion, requesting the Court resolve the outstanding objection(s).

8. Except as expressly stated herein, this Order shall not be interpreted to limit any party's rights and, for the avoidance of doubt, shall not be interpreted to prejudice the rights and interests of holders and/or insurers of PREPA's power revenue bonds. All rights of such parties to take any actions necessary to protect their rights with respect to any action outside the scope of this Order or with respect to any agreement with creditors shall be preserved.

9. Immediately upon entry by the Court of this Order the Oversight Board, as PREPA's representative in the Title III case, is authorized to take all actions, and to execute all documents, necessary or appropriate, to effectuate the relief granted herein.

10. The Court shall retain jurisdiction to hear and determine all matters arising from implementation of this Order.

11. This Order resolves Docket Entry No. 1987 and Docket Entry No. 2009 in Case No. 17-4780, and Docket Entry No. 13097 and Docket Entry No. 13236 in Case No. 17-3283.

SO ORDERED.

Dated: June 8, 2020

/s/ Laura Taylor Swain
LAURA TAYLOR SWAIN
United States District Judge

Exhibit B
Aviso

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October 7, 2020

Via Email

Attention: Counsel for the Notice Parties Identified on Exhibit “A”

Re: *In re: The Financial Oversight and Management Board for Puerto Rico, as Representative of Puerto Rico Electric Power Authority, Case No. 17 BK 4780-LTS; Notice of Supplemental Insurance Payment to PREPA Pursuant to June 8, 2020 Order*

Dear Counsel:

On behalf of the Puerto Rico Electric Power Authority (“PREPA”), in consultation with the Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”) as PREPA’s representative pursuant to section 315(b) of the Puerto Rico Oversight, Management, and Economic Stability Act (“PROMESA”), I hereby provide the following Notice pursuant to the Bankruptcy Court’s (Proceeding No. 17 BK 4780-LTS) June 8, 2020 Order (ECF # 2035) (“June 2020 Order”):

1. Certain of PREPA’s Insurers¹ are prepared to remit their several proportionate shares of a collective amount of \$25,000,000.00 as an additional, partial advance of insurance proceeds (the “Insurance Proceeds”) payable under PREPA’s property insurance policies (the “Property Insurance”) for losses incurred to PREPA’s properties located within Puerto Rico as a consequence of earthquake damage, which occurred on or about January 6-7, 2020.
2. A list of the policies of Property Insurance pursuant to which such Insurance Proceeds will be paid is attached as Exhibit “B.”
3. Copies of the policies of Property Insurance pursuant to which such Insurance Proceeds will be paid are enclosed collectively as Exhibit “C.”

¹ Capitalized terms not defined in this Notice shall have the meanings set forth in the June 2020 Order and the Motion.

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4. PREPA intends to use the Insurance Proceeds to reimburse losses, including extra expenses for temporary power generation and repair, replacement, and reconstruction costs arising out of earthquake damage to PREPA's Costa Sur power plant, which is insured by the policies listed on Exhibit B.
5. This payment does not compromise or limit PREPA's ability to seek additional earthquake related payments under the Property Insurance up to the full limits of PREPA's policies. PREPA will continue to seek additional payments from its Insurers.

Please be advised that any objections to the payments described in this Notice must be provided within seven (7) calendar days from the date of service of this Notice in accord with paragraph 6.b. the June 2020 Order.

Sincerely yours,

/s/ Shelby S. Guilbert

Shelby S. Guilbert

Enclosures

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EXHIBIT B

Lead Insurer	Policy / Slip No.
MAPFRE	1398198000640
MSF Pritchard on behalf of MSP	B080411038F19
MMX 2010 /Lancashire Inn & Cathedral UW	B0804Q11038F19
GIC Syndicate 1947	B080423133F19
Multinational	B0804Q11360F19 (Starr – retro New India) B0804Q23125F19 (Starr – CIG) B0804Q23141F19 (Starstone)
Multinational (Everest)	None
Aspen Insurance UK Limited	None
Helvetia	B0804Q2151F19
Liberty Specialty Markets Bermuda	B0804Q21271F19
Multinational (Odyssey)	None
ARG 2121	B0804Q14312F19

Exhibit C
Moción Informativa

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

In re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO, as representative of THE COMMONWEALTH OF PUERTO RICO, <i>et al.</i> , ¹ Debtors.	PROMESA Title III No. 17 BK 3283-LTS (Jointly Administered)
In re: THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO, as representative of PUERTO RICO ELECTRIC POWER AUTHORITY, Debtor.	PROMESA Title III No. 17 BK 4780-LTS

**INFORMATIVE MOTION REGARDING NOTICE OF
SUPPLEMENTAL AND PARTIAL PAYMENT OF INSURANCE PROCEEDS**

To the Honorable United States District Court Judge Laura Taylor Swain:

The Financial Oversight and Management Board for Puerto Rico (the “Oversight Board”), as the representative of the Puerto Rico Electric Power Authority (“PREPA”) in this Title III case pursuant to section 315(b) of the Puerto Rico Oversight, Management, and Economic Stability Act

¹ The Debtors in the jointly-administered Title III cases, along with each Debtor’s respective Title III case number listed as a bankruptcy case number due to software limitations and the last four (4) digits of each Debtor’s federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (“COFINA”) (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (“ERS”) (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); (iv) Puerto Rico Highways and Transportation Authority (“HTA”) (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); and (v) Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747) (Title III case numbers are listed as Bankruptcy Case numbers due to software limitations).

(“PROMESA”), respectfully states as follows:

1. On October 7, 2020, after consultation with the Oversight Board, PREPA sent a Supplemental Payment Notice (the “Notice”) pursuant to the Bankruptcy Court’s (Proceeding No. 17 BK 4780-LTS) June 8, 2020 Order (ECF # 2035) (“June 2020 Order”). A true and correct copy of the Notice (without enclosures) is attached as Exhibit “A.”

2. The Notice stated that certain of PREPA’s Insurers² are prepared to remit their several proportionate shares of a collective amount of \$25,000,000.00 as an additional, partial advance of insurance proceeds (the “Insurance Proceeds”) payable under PREPA’s property insurance policies (the “Property Insurance”) for losses, including extra expenses for temporary power generation and repair, replacement, and reconstruction costs arising out of earthquake damage to PREPA’s Costa Sur power plant, which occurred on or about January 6-7, 2020.

3. The Notice was delivered to the attorneys of record (as reflected in the public docket) for the Official Committee of Unsecured Creditors, the Oversight Board, National Public Finance Guarantee Corp., U.S. Bank National Association, In Its Capacity as PREPA Bond Trustee, Assured Guaranty Corp. and Assured Guaranty Municipal Corp., Syncora Guarantee Inc., and the Ad Hoc Group of PREPA Bondholders (collectively, the “Notice Parties”).

4. PREPA did not receive any objections to the Notice from the Notice Parties during the seven-day Review Period.

5. PREPA’s insurers have agreed to disburse their several proportionate shares of the Insurance Proceeds to PREPA’s broker, Willis, who in turn will pay the funds directly to PREPA.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, this 15th day of October, 2020.

² Capitalized terms not defined in this Notice shall have the meanings set forth in the June 2020 Order and the Motion.

I HEREBY CERTIFY that on this same date a true and exact copy of this notice was filed with the Clerk of Court using the CM/ECF system, which will notify a copy to counsel of record.

Respectfully submitted

/s/ Martin J. Bienenstock

Martin J. Bienenstock (Admitted *Pro Hac Vice*)

Paul V. Possinger (Admitted *Pro Hac Vice*)

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Exhibit D

Reporte Confidencial Sobre Gestiones con Aseguradoras y Comunicaciones

[Estos documentos han sido presentados sellados.]