

**PROJECT ASSIGNMENT #3
UNDER INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

DATED: May 1, 2017

PROJECT:

Contractor (A. Wolfe) shall render services to assist the Board in connection with matters relating to its certification of a fiscal plan for the Commonwealth of Puerto Rico pursuant to Section 201(e) of the Puerto Rico Oversight, Management, and Economic Stability Act (“PROMESA”), including:

1. Evaluating the macroeconomic framework underlying the fiscal plan and making recommendations to the Board;
2. Analyzing the fiscal projections in the fiscal plan, including evaluations of the underlying policies, consistency with the macroeconomic framework, and shortfalls vis-à-vis fiscal needs and potential;
3. Providing advice on additional policies that could be enacted, including structural reforms to bolster growth and fiscal performance;
4. Providing an assessment of debt sustainability under the fiscal plan and carrying out an IMF-style debt sustainability analysis;
5. Assisting the Board’s outside counsel in pending and threatened litigation concerning fiscal plans and other Board decisions, *provided, however*, that any such assistance shall be governed by the terms of a separate engagement letter between outside counsel and Contractor, and invoices for work done for outside counsel should be separated from invoices for work done for the Board; and
6. Any other tasks mutually agreed upon.

SCHEDULE OF WORK:

The work commenced or shall commence on May 1, 2017, and shall be completed by August 1, 2017. Contractor shall devote at least half of the month’s normal business hours to services for the Board for the term of this Project Assignment to earn the monthly fee set forth below.

FEES AND REIMBURSEMENT:

- A. Fee: \$25,000 per month, subject to the maximum charge below.
- B. Reimbursement for travel (at coach class) and reasonable meals and hotels at cost. The Board, in its discretion, determines the reasonability of expenses. Any other expenses to be incurred and for which reimbursement is sought should be approved in advance by the Executive Director or the Chairman of the Board.

Contractor shall invoice the Board monthly for services and expenses and shall provide receipts, copies of time records showing portions of days worked and services performed by Contractor and for Contractor by outside professionals, if any, included in disbursements, and such other documentation of expenses as the Board requests. Monthly time records will be maintained in an

Excel spreadsheet-containing the date, hours worked, and short description of the work performed.

Payment terms: net thirty (30) days from receipt of invoice for all valid charges. Contractor shall invoice the Board on or before the tenth day of each month for services rendered and expenses incurred during the previous month. Although work done for the Board should be invoiced to the Board, Contractor shall send those invoices directly to the Board's outside counsel, Proskauer Rose LLP.

- C. Maximum amount chargeable by Contractor on this Project Assignment is \$75,000 plus valid reimbursable expenses, unless changed in a writing signed by the Executive Director or the Chairman of the Board.
- D. Contractor will be responsible for the payment of any applicable payroll and income taxes. If the Contractor physically renders services in Puerto Rico, he will be responsible to file applicable income tax return in Puerto Rico.

ADDITIONAL TERMS:

Pursuant to Section 4.2 of the Agreement, all basic economic models in the possession of the Contractor prior to engagement with the Board pursuant to the Independent Contractor Services Agreement shall remain the property of the Contractor after termination of the Agreement. Adjustments to these models for the specifics of Puerto Rico and the work of the Board shall remain with the Board upon termination of the Agreement.

Contractor shall execute and deliver to the Board a Vendor Conflict of Interest Disclosure Certification in the form of Appendix A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Project Assignment as of the date first written above.

**THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO**

CONTRACTOR

By: _____

By: _____

Name: _____

Name: Dr. Andrew Wolfe

Title: _____

Title:

documentation of expenses as the Board requests. Monthly time records will be maintained in an Excel spreadsheet-containing the date, hours worked, and short description of the work performed.

Payment terms: net thirty (30) days from receipt of invoice for all valid charges. Contractor shall invoice the Board on or before the tenth day of each month for services rendered and expenses incurred during the previous month. Although work done for the Board should be invoiced to the Board, Contractor shall send those invoices directly to the Board's outside counsel, Proskauer Rose LLP.

- C. Maximum amount chargeable by Contractor on this Project Assignment is \$75,000 plus valid reimbursable expenses, unless changed in a writing signed by the Executive Director or the Chairman of the Board.
- D. Contractor will be responsible for the payment of any applicable payroll and income taxes. If the Contractor physically renders services in Puerto Rico, he will be responsible to file applicable income tax return in Puerto Rico.

ADDITIONAL TERMS:

Pursuant to Section 4.2 of the Agreement, all basic economic models in the possession of the Contractor prior to engagement with the Board pursuant to the Independent Contractor Services Agreement shall remain the property of the Contractor after termination of the Agreement. Adjustments to these models for the specifics of Puerto Rico and the work of the Board shall remain with the Board upon termination of the Agreement.

Contractor shall execute and deliver to the Board a Vendor Conflict of Interest Disclosure Certification in the form of Appendix A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Project Assignment as of the date first written above.

**THE FINANCIAL OVERSIGHT AND MANAGEMENT
BOARD FOR PUERTO RICO**

By: Natalie A. Jaresko
Name: Natalie Jaresko
Title: Executive Director

CONTRACTOR

By: Andrew Wolfe
Name: Dr. Andrew Wolfe
Title: Adjunct Lecturer
Rice University

