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GOVERNMENT OF PUERTO RICO
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

PROFESSIONAL SERVICES CONTRACT
APPEAR

AS PARTY OF THE FIRST PART: The **PUERTO RICO INDUSTRIAL DEVELOPMENT ("PRIDCO")** here in after referred to as the **COMPANY**, an agency of the Commonwealth of Puerto Rico, created pursuant to Act No. 188 of May 11, 1942, as amended, herein represented by its Executive Director, **Manuel Laboy Rvera**.


AS PARTY OF THE SECOND PART: **VANTAGE KNIGHT, INC.**, a limited liability partnership created under the laws of the State of Florida, duly authorized to do business in Puerto Rico, as evidenced in Certificate No. 393663, having one of its principal offices at Washington, DC, represented herein by its Founder Director, **Manuel Ortiz** of legal age, married and resident of the Commonwealth of Florida, hereinafter referred to as the **"CONSULTANT"**.

WITNESSETH

WHEREAS, The **COMPANY** wants to develop and build alliances with Republican leadership and among Republican lawmakers in general to help advance the **COMPANY** agenda and implement the **COMPANY** plan for the economic development of Puerto Rico.

WHEREAS, the **COMPANY** is interested in obtaining professional services to implement a comprehensive government relations strategy in Washington DC.

WHEREAS, **CONSULTANT** is uniquely qualified to provide public relations services needed and is willing to render such professional services for the **COMPANY**;


 **NOW, THEREFORE**, the appearing parties based on the aforesaid premises, hereby covenant and agree to execute this Contract under the following:

TERMS AND CONDITIONS

ONE: CONSULTANT will provide to the **COMPANY** its professional services related to implement a comprehensive government relations strategy in Washington DC. The detail of the services to be rendered are described in the proposal dated April 26, 2018 and attached here as **Annex I**. In general the **CONSULTANT** will:

- Develop an ongoing, working relationship between the **COMPANY** and the newly elected President of the United States, Donald Trump, and his team;
- Generate Republican support to work in conjunction with our administration;
- Raise the **COMPANY** profile among influencers inside and outside of Washington in order to enhance Puerto Rico's overall visibility and reputation in the United States;
- Develop a comprehensive brand and platform for the **COMPANY** that will have expanded reach among influential audiences.

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TWO: The amount to be paid for services rendered, including fees and expenses, as defined below, shall not exceed **\$690,000.00** to be paid during the term of this Contract. The compensation to **CONSULTANT** for the services rendered to the **COMPANY** will be paid from **Account Number 01-5440-882-0101** on the amount of up to **\$590,000.00**; and the services rendered to **Rums of Puerto Rico** will be paid from **Account Number 01-5440-882-0600**, on the amount of up to **\$100,000.00**.

The **COMPANY** will pay to **CONSULTANT** the services agreed as follows:

	<u>Rate</u>
Manuel Ortíz	\$650 per hour
Olga DeMetri	\$450 per hour

THREE: The term of this contract shall begin **on the date of its execution** and shall continue until **June 30, 2019**.

Either party shall have the right to terminate this Contract by providing the other party a five (5) day notice by registered mail, return receipt requested, or overnight express mail. If notice is given, this Contract shall terminate upon the expiration of five (5) days and the **COMPANY** shall be obligated to pay all fees and expenses incurred up to the date of the notification of effective termination, in accordance with the terms of this Agreement. Notice to **CONSULTANT** shall be to **Mr. Manuel Ortiz, Vantage Knight, Inc., 19659 Maddelena Circle, Fort Myers, Florida 33967**. Notice to **COMPANY** shall be as for payments in paragraph **TEN** hereof.

The rights, duties and responsibilities of the **COMPANY** and the **CONSULTANT** shall continue in full force and effect during the five-day notice period. The **CONSULTANT** shall have no further right to compensation except for what has been accrued for services rendered under this Contract until said date.

FOUR: **CONSULTANT** shall report directly to the designated officers of the **COMPANY**, as designated by the **COMPANY**'s Executive Director.

FIVE: Subject to the **COMPANY**'s reasonable approval, the **COMPANY** will reimburse **CONSULTANT** for expenses and other disbursements directly related to the services rendered under this Contract (and not considered part of the usual overhead of a professional office), such as travel and lodging, long distance telephone calls, telecopies and other telecommunication charges, filing fees, taxi fares, printing, delivery expenses, including services such as Federal Express, and other courier and messenger charges. Such reimbursement of expenses will be charged against the amount established in paragraph **TWO** of this Contract.

SIX: The **COMPANY** will not reimburse **CONSULTANT** for travel and lodging costs related to the services rendered under this Contract unless the trip has been authorized in writing (including by email) and in advance by the Executive Director of the **COMPANY** or his authorized representative. Reimbursement for air travel expenses is restricted to the lowest available economy class or coach fares, including restricted fares. If traveling is required, only


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one officer from **CONSULTANT** shall be authorized to travel, unless otherwise authorized by the **COMPANY** in writing.

SEVEN: The **COMPANY** shall not pay for traveling time, except for work related to the services being provided under this Contract. Payment for traveling time shall be made only if the invoice details the services rendered and hours spent, as required in this Contract.

EIGHT: **CONSULTANT** will submit to the **COMPANY** an invoice within the first fifteen (15) days following the period invoiced which will include a detail of the services rendered. Each invoice must be duly certified by an authorized representative of the **CONSULTANT**. Copies of the receipts for all expenses must accompany the invoices. The **COMPANY** will promptly review the invoices, and if it reasonably finds them acceptable, promptly proceed with payment. The **COMPANY** reserves the right to conduct the audits it deems necessary.

NINE: Invoices must also include a written certification stating that no officer or employee of the **COMPANY**, its subsidiaries or affiliates, will derive or obtain any benefit or profit of any kind from this Contract, with the acknowledgment that invoices which do not include this certification will not be paid. The certification must read as follows:

 "We certify under penalty of nullity that no public servant of the Puerto Rico Industrial Development **COMPANY**, its 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 **COMPANY**. The total amount shown on this invoice is true and correct. The services have been rendered and no payment has been received."

TEN: All invoices shall be signed and mailed or physically delivered to the attention of:

Puerto Rico Industrial Development
COMPANY
PO Box 362350
San Juan, PR 00936

Puerto Rico Industrial Development
COMPANY
355 Ave. FD. Roosevelt
San Juan, PR 00918

ELEVEN: **CONSULTANT** shall not subcontract the services, or contract experts or other services without the **COMPANY**'s prior written authorization. A request to subcontract, or to contract experts or other services, shall specify the issues or matters that will be referred to the supplier. The professional fees earned by the subcontractor will be deducted from the Maximum Amount.

CONSULTANT shall include the fees and expenses paid to an authorized subcontracted firm with the invoices it submits to the **COMPANY** as set forth in this Contract.

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TWELVE: **CONSULTANT** shall not request any payment for the services rendered under the terms of this Contract until, only if applicable and required, it has been registered at the Office of the Comptroller of Puerto Rico as established in Act number 18 enacted on October 30, 1975, as amended.

THIRTEEN: **CONSULTANT** will submit in writing any reports reasonably required by the **COMPANY** regarding the functions performed under this Contract. If required by the **COMPANY**, at the completion of the assigned tasks, **CONSULTANT** will submit a final written report regarding the work it has performed.

FOURTEEN: The **COMPANY** will timely provide all the documentation necessary for the adequate fulfillment of **CONSULTANT**'s obligations under this Contract and **CONSULTANT** will provide the services diligently and in a timely manner.

FIFTEEN: **CONSULTANT** acknowledges the proprietary and confidential nature of all internal, non-public, information systems, financial, and proprietary business information relating to the **COMPANY**, its subsidiary corporations and affiliates as well as to the Government of Puerto Rico, its agencies, corporations or municipalities, now or hereafter provided to **CONSULTANT** in connection with this Contract.

CONSULTANT shall keep in strict confidence all such information and shall not make public or disclose any of said materials without the previous written consent of the **COMPANY**, provided such information is not previously known to **CONSULTANT**, is not within the public domain, is not demanded pursuant to court order, or is not furnished to **CONSULTANT** by a third party who is under no obligation to keep the information confidential.

CONSULTANT may divulge such materials to the persons who need to know such information to fulfill the purposes of this engagement provided that such persons shall have been advised of the confidential nature of such information and **CONSULTANT** shall direct them, and they shall agree, to treat as confidential such information and to return all materials to **CONSULTANT** upon request.

Furthermore, **CONSULTANT** shall hold this information, as well as any other significant documents that may relate to its work with the **COMPANY**, for a period of six (6) years. During this six-year period these documents shall be available for inspection by the Office of the Comptroller of Puerto Rico.

CONSULTANT will promptly, upon the written request of the **COMPANY**, deliver to the **COMPANY** the materials without retaining any copy thereof.

All work-product, working papers, reports, analyses and all documents related to the work being contracted hereunder shall be the exclusive property of the **COMPANY**.

SIXTEEN: **CONSULTANT**'s material failure to comply with its duties and responsibilities and to perform the services as set forth herein or its material negligence or unlawful behavior, shall constitute a breach of the Contract by **CONSULTANT** that shall entitle the **COMPANY** to


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terminate this Contract forthwith and that shall, without limitations to any other rights, release and discharge the **COMPANY** from any further obligations and liabilities hereunder, and without having to comply with the notice requirements set forth in paragraph **THREE** of this Contract, provided that the **COMPANY** shall immediately notify **CONSULTANT** of any such release and discharge and the reasons therefor and offer **CONSULTANT** 24 hours to respond to such notice and reasons.

SEVENTEEN: CONSULTANT acknowledges that in executing its professional services pursuant to this Contract it has the obligation to exhibit complete loyalty towards the **COMPANY**, including having no adverse interests to this government entity. Adverse interests include representing clients with respect to interests that are contrary to the **COMPANY**. This duty includes the continued obligation to disclose to the **COMPANY** all relevant circumstances of its relations with clients and third persons, and any interest which reasonably could influence **CONSULTANT** when executing the Contract or while it is in effect.

CONSULTANT represents conflicting interests when, on behalf of one client it must support that which is its duty to oppose to comply with its obligations with another previous, present or potential client. **CONSULTANT** also represents conflicting interests when its conduct is described as such in the standards of ethics applicable to its profession, or in Puerto Rico's laws and regulations.

In contracts with partnerships and firms, the conduct herein described by one of its directors, partners or employees shall constitute a violation of this prohibition.

 **CONSULTANT** acknowledges the power of the Executive Director of the **COMPANY** to oversee the enforcement of the prohibitions herein established. If the Executive Director of the **COMPANY** determines the existence or the emergence of adverse interests with **CONSULTANT**, he shall inform such findings in writing and his intentions to terminate the Contract within a thirty-day term. Within such term, **CONSULTANT** can request a meeting with the Executive Director of the **COMPANY** 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 rescinded at the end of said thirty (30) day period.

EIGHTEEN: CONSULTANT certifies that at the time of the execution of this Contract, it does not have nor does it represent anyone with respect to interests that are in conflict with the Government of Puerto Rico or the **COMPANY**. If **CONSULTANT** reasonably becomes aware of any such conflicting interests arise after the execution of this Contract, **CONSULTANT** shall notify the **COMPANY** immediately.

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

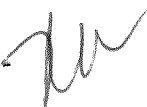
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as an independent contractor. **CONSULTANT** shall not have any power or right to enter into agreements on behalf of the **COMPANY**.

TWENTY: CONSULTANT certifies that it does not currently have any other contracts with the Government of Puerto Rico, its agencies, corporations or municipalities.

TWENTY-ONE: CONSULTANT certifies and guarantees that at the execution of this Contract, **CONSULTANT**, its partners, associates, officers, and employees have not been convicted, or that it has no knowledge of being the subject of any investigation in either a civil or a criminal procedure in a state or federal court for criminal 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 Contract. If the certification is not correct in its entirety or in any of its parts, it shall constitute sufficient cause for the **COMPANY** to terminate this Contract immediately, without prior notice, and **CONSULTANT** will have to reimburse to the **COMPANY** any amount of money received under this Contract.

If the status of **CONSULTANT** with regards to the charges previously mentioned should change at any time during the term of the Contract, it shall notify the **COMPANY** immediately. The failure to comply with this responsibility constitutes a violation of this clause, and shall result in the remedies mentioned previously.

 **CONSULTANT** recognized that this Contract is subject to Act No. 12 enacted on July 24, 1985, as amended known as Government Ethics Law and Act. No. 2 of January 4, 2018, known as the Anti- Corruption Code for the New Puerto Rico, and agrees to comply with the provisions of both acts. **CONSULTANT** certifies having read the referred Acts. Additionally, **CONSULTANT** certifies that none of its directors, partners or employees was a public officer of the Government of Puerto Rico involved with the services to be rendered under this Contract during the previous two (2) years, or if affirmative, **CONSULTANT** has obtained the waiver required by law. **CONSULTANT** also certifies that it has no legal obligation to obtain any type of waiver or authorization required by the Government Ethics Law of Puerto Rico, as amended and its regulations, prior to the execution of this Contract, or, if such obligation exists, **CONSULTANT** has obtained the appropriate waiver, it is currently valid and will continue to be during the term of this Contract.

TWENTY-TWO: CONSULTANT hereby certifies that at the time of the signing of this Contract it is not engaged in or is a party to a lawsuit against the Government of Puerto Rico, its instrumentalities or agencies.

TWENTY-THREE: Both parties hereby declare that no public officer or employee of the Government 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 Contract.

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TWENTY-FOUR: CONSULTANT certifies that none of its officers or 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 Government of Puerto Rico.

TWENTY-FIVE: CONSULTANT certifies that at the execution of this Contract it does not have and has not had to submit income tax returns in Puerto Rico during the past five years, and that it has no outstanding debts with the Government of Puerto Rico for income taxes, real or chattel property taxes.

CONSULTANT also certifies that it does not have outstanding debts regarding its payment of unemployment insurance premiums, workers' compensation payments or Social Security for chauffeurs in Puerto Rico.

CONSULTANT also certifies that at the execution of this Contract, it has complied with the filing of all the documents required by Circular Letter 1300-16-16.

It is expressly acknowledged that these are essential conditions of this Contract, and if these certifications are incorrect, the **COMPANY** shall have just cause for terminating this Contract immediately and **CONSULTANT** will have to reimburse the **COMPANY** any sums of money received under this Contract.

 **TWENTY-SIX: CONSULTANT** will be responsible for providing the **COMPANY** with the information required under the previous paragraph from any professional or technical **CONSULTANTs** subcontracted by **CONSULTANT** as authorized by the **COMPANY**. For purposes of this clause, any person engaged by **CONSULTANT** in accordance to the conditions herein established, or who dedicates twenty-five percent (25%) or more of his or her time to provide services related to the Contract, will be considered a subcontractor.

TWENTY-SEVEN: For purposes of this Contract, tax debt shall mean any debt that **CONSULTANT**, or other parties which the **COMPANY** authorizes **CONSULTANT** 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 for chauffeurs.

TWENTY-EIGHT: Except as provided in the next paragraph, no withholding or deductions shall be made from payments to **CONSULTANT** for income tax purposes. **CONSULTANT** 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. The **COMPANY** will inform the Income Tax Bureau of the Department of the Treasury of Puerto Rico the amounts paid or reimbursed to **CONSULTANT**.

The parties agree that the professional services to be provided under this Contract are to be made from **CONSULTANT's** offices in Washington. However, any services provided by

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CONSULTANT from offices in Puerto Rico shall be so identified in the invoices, and the **COMPANY** shall deduct and withhold twenty-nine percent (29%) of the gross amounts paid for these services, when any of these amounts constitutes gross income from sources within Puerto Rico, in accordance with Section 1150 of the Puerto Rico Internal Revenue Code, (Internal Revenue Code for the New Puerto Rico) 13 L.P.R.A Section 8550(a). The **COMPANY** shall forward such amount to the Department of the Treasury of Puerto Rico.

If applicable and required, the **COMPANY** shall also retain from **CONSULTANT** compensation the amount of one point five percent (1.5%) of the total amount of each payment made under this contract, in accordance with Article 1 of Law No. 48 of June 30, 2013, which establishes a special contribution for all professional services contracts awarded by the **COMPANY**.

TWENTY-NINE: This Contract shall be governed by the laws of Puerto Rico.

THIRTY: The Commonwealth and federal courts and authorities of the Government of Puerto Rico shall have jurisdiction over all controversies that may arise with respect to this Contract. The parties hereby waive any other venue to which they might be entitled by 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 condition of this Contract be declared null and void by a competent court of law, the remaining parts of this Contract shall remain in full force and effect.

THIRTY-ONE: It is understood that this Contract is the sole agreement between the parties with regard to the services covered hereby and supersedes any prior agreements written or verbal. This contract may not be changed orally, but may be amended in writing, by mutual agreement of the parties.


THIRTY- TWO: Interagency Services Clause – Both contracting parties acknowledge and agree that contracted services may be provided to any entity of the Executive Branch with which the contracting entity makes an Interagency agreement or by direct provision of the Secretary of State of Puerto Rico. These services will be performed under the same terms and conditions in terms of hours of work and compensation set forth in this contract. For purposes of this clause, the term "Executive Branch entity" includes all agencies of the Government of Puerto Rico, as well as the instrumentalities and public corporations and the Office of the Governor.

THIRTY- THREE: Termination Clause – The Secretary of State of Puerto Rico shall have the power to terminate this contract at any time.

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IN WITNESS THEREOF, the parties hereto sign this Contract in San Juan Puerto Rico,
this 20 day of July, 2018.

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY
EIN:

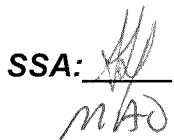


MANUEL LABOY RIVERA

VANTAGE KNIGHT, INC.
EIN:



MANUEL ORTIZ

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April 26, 2018

Mr. Julio Benitez
Commonwealth of Puerto Rico
Puerto Rico Industrial Development Company (PRIDCO)
San Juan, Puerto Rico

Dear Mr. Benitez,

Please find below our proposed rate structure and information about our professional services.

Professional Services and Scope of Work: At your direction, we will provide strategic guidance and representation in order to advance your interests with respect to such matters as you may assign. As the lead on this matter, I will be primarily responsible for our services to you, but, with your approval and in order to provide you with both the best and the most cost effective representation possible, I may involve my colleague, Olga DeMetri on certain tasks.

Fees: We use hourly fees as a primary basis for billing for our services, though we also consider efficiency of our work, quality of the work, results obtained, and other factors, in order to have our billings fairly reflect the value of our services. Our current hourly rates are:

Manuel Ortiz: \$650
Olga DeMetri: \$450

Costs and Expenses: We will not charge you an administrative fee for routine daily office expenses which we incur in the course of representing you, such as postage, long distance telephone charges, in-house photocopying, etc. However, if we incur non-routine costs such as: long-distance shipping service charges and/or travel expenses, then these will be billed to you.

If you have any questions, please feel free to contact me directly at (202) 412-0001. We are pleased to have the opportunity to work with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Manuel Ortiz", written over a horizontal line.

Manuel Ortiz
Founder, VantageKnight, Inc.



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April 26, 2018

Mr. Julio Benitez
Commonwealth of Puerto Rico
Puerto Rico Industrial Development Company (PRIDCO)
San Juan, Puerto Rico

RE: Proposal to Provide Strategic Advisory & Government Relations Services

Dear Mr. Benitez,

On behalf of VantageKnight, INC ("VK"), I am pleased to submit the following proposal. Our team of seasoned public affairs experts would consider it a privilege to implement a targeted government affairs strategy for the Puerto Rico Industrial Development Company (PRIDCO) in Washington. As Puerto Rico faces numerous challenges due to the ongoing fiscal crisis and most recently the devastation of Hurricane Maria, it is critical to continue advancing the island's interests and particularly economic development initiatives in Washington. Building on our work last year, we can continue to raise awareness as well as foster goodwill among key policymakers in order to generate greater buy-in for Puerto Rico's future development. Since Hurricane Maria, it is all the more critical for Puerto Rico to continue to promote a rebranded image for the island by building alliances with the Republican leadership and among Republican lawmakers in general. By cultivating key relationships, Puerto Rico will have greater latitude to advance its policy agenda and implement its plan for the future.

With a background in public relations and in-depth knowledge of Puerto Rico, VantageKnight Inc., is well positioned to continue its current work of implementing a comprehensive government relations strategy for PRIDCO in Washington. As a leading strategy firm, we have successfully represented a diverse range of public and private multinational corporations, investment partnerships, private equity firms, and foreign governments. In fact, we regularly provide counsel to Fortune 500 CEOs, and heads of state, advising them on all aspects of U.S. and international law and public policy. We are also accustomed to working with institutions and global leaders to solve complex challenges through the design and implementation of multipronged strategies that influence top-level leadership in the federal government as well important influencers in Washington.

Our success is based on leveraging our firm's significant political capital and deep policy expertise to deliver beneficial outcomes for our clients. Based on our decades of experience in policy and media, we also know how to leverage Congress and other key audiences through targeted messaging and engagement to advance interests on any issue. As a result, we are well suited to promote Puerto Rico's priorities while also helping navigate through Washington's current political landscape. Our team will continue to work closely with you and your team to implement an effective strategy that will deliver concrete returns in the near-term and achieve successful outcomes in the long-term.

In the proposal below, we outline our targeted campaign that will continue to define and advance your position in Washington. Our strategic advisory will comprise of messaging and targeted outreach to key

stakeholders in Washington. This comprehensive approach will allow us to inform, educate, and reshape the perception of in Puerto Rico among policymakers in Washington.

Our Proposal

Puerto Rico has faced tremendous fiscal and economic trials over the last several years. Despite reform efforts and initiatives to restructure its obligations, Puerto Rico still is confronted by many obstacles in its path to future growth and development. Hurricane Maria's devastation brought another set of challenges to the Government of Puerto Rico. Now more than ever, it is critical to leverage Puerto Rico's current position to advance a message that the Government is seeking to rebuild a stronger and more resilient island effectively creating the path for a prosperous future. Therefore, it is important for Puerto Rico to continue fostering relationships in Congress, particularly with key Republican lawmakers, by continuing to advance the strategic message that Puerto Rico is seeking a new path forward.

Our customized strategy is centered on the goal of advancing an enhanced image in Washington, and in particular advancing relationships with key Republican lawmakers as well as with top officials within the Trump administration. With an understanding of Puerto Rico's emerging priorities, we will continue to lead a targeted outreach and engagement with the White House, Congress, Treasury, and other agencies pertinent to the relationship. Our efforts are geared at casting Puerto Rico and its leadership in a different light. We will continue to work strenuously to reshape the perceptions of Puerto Rico and to advance a brand so that Puerto Rico can better pursue and advance a meaningful agenda in Washington.

A key component of our strategy continues to be highlighting the forward thinking vision for Puerto Rico, one that is focused on growth and revitalization. In particular, we will continue to position the Governor as a central figure in this narrative, someone who is a fiscally-responsible thinker focused on spurring rapid development in Puerto Rico, especially in the technology sector. By underscoring his pro-growth, financially conservative measures, we will demonstrate that Puerto Rico's new government is in alignment with conservative principles of fiscal responsibility. Through the continued execution of a well-crafted branding campaign, we can reshape the image of Puerto Rico and its leadership in Washington.

Strategy: Defining and Positioning Puerto Rico for success

It is critical to continue to build Puerto Rico's new brand and cultivate relationships that will help advance your vision for growth. Therefore, it is vital to continue working to foster goodwill and create strategic alliances with important policymakers. We will work with you and your team to continue the promotion of your policy agenda in Washington. The premise of our action is based on rebranding Puerto Rico and promoting the Government's fiscally conservative plans which will have appeal with lawmakers in Washington.

Overall, building on our initial engagement, the goals of the campaign are to:

- Maintain an ongoing, working relationship between Puerto Rico and leading officials within the Trump administration.
- Recast Republican viewpoints on Puerto Rico and generate greater support for working with the Government of Puerto Rico.
- Raise Governor Rossello's profile among influencers inside and outside of Washington in order to enhance Puerto Rico's reputation.
- Implement a comprehensive brand platform for Puerto Rico that will have expanded reach among influential audiences.

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Messaging: Rebranding and Shaping Perceptions of Puerto Rico's in Washington

With the goals of the campaign as defined above, we will continue to target influential audiences by implementing a tailored narrative with accompanying key messages to advance Puerto Rico's policy agenda. We will reinforce our ongoing efforts to highlight that Puerto Rico is taking significant steps to address its fiscal and economic crisis. Our narrative centers on key elements of the Governor's fiscally conservative approach and pro-business vision. In addition, we will highlight the ongoing efforts of the Government to recover and rebuild the island following the devastation of Hurricane Maria. With this proactive message, we continue our efforts to dispel and overcome any preconceived biased outlook of Puerto Rico.

Our main message points will continue to be as follows:

- Puerto Rico's new governor is a former scientist, pro-growth elected official, who is ready to lead the island out of crisis and into a new era of prosperity by revitalizing the economy. His belief in less government, enhanced growth and innovation are all in alignment with conservative party principles. The Governor's main objectives are being emphasized. Including:
 - Navigating Puerto Rico through challenges and that the agenda is pro-business, growth centric, fiscally conservative plan.
 - Cutting the government bureaucracy by reducing and/or consolidating more than 130 agencies.
 - Making the government a single employer and implementing zero-based budgeting where all expenses are justified and expenditures strictly scrutinized.
 - Using technology to transform government's processes to be efficient and transparent in order to ensure accountability and continuous improvement.
 - Removing barriers to companies doing business in Puerto Rico.
 - Cutting taxes and providing a number of tax incentives, including to exporters and SMEs (small and medium-sized businesses).
- His background in terms of education and experience will be highlighted. Including:
 - Educated at Massachusetts Institute of Technology (MIT) and holds Ph.D. from the University of Michigan.
 - Successful medical professional not a career politician.

TARGETS: POLICY MAKERS AND STAKEHOLDER ENGAGEMENT

Thus far, a key component of the outreach strategy has included interaction with leading policy makers and strategic engagement with important stakeholders. This type of engagement is a key component of the ongoing rebranding and promotion efforts. Outlined below are the goals with each target audience. In addition, we have outlined below many of the key stakeholders will be part of the ongoing engagement.

Trump Administration

With the administration, there are several ongoing goals including:

- Fostering a working relationship between Governor Rossello and President Trump as well as key White House staff, as well as the political and communications operation.
- Positioning Puerto Rico as a prime example for the success of Trump's economic plan to rebuild impoverished regions and cities.
- Demonstrating the political benefits of supporting Puerto Rico in terms of gaining in-roads with the Hispanic community.

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- Advancing working relationship with key officials throughout the Executive Branch including:
 - Department of Commerce
 - Department of Homeland Security
 - Department of Defense
 - Treasury Department
 - Energy Department
 - Labor Department
 - Health and Human Services
 - Small Business Administration
 - Environment Protection Agency

Specifically, within the administration, we envision continued outreach to the following stakeholders. This includes:

- **White House & Administration**
 - President Donald Trump
 - Steven Mnuchin, Treasury Secretary
 - Wilbur Ross, Commerce Secretary

Members of Congress

In terms of Congressional engagement, the overarching goal is to continue to advance favorable views on Puerto Rico among Members of Congress and generate support for Puerto Rico's administration through a targeted outreach. This includes:

- Engagement with key lawmakers on Capitol Hill (leadership, committee chairs, caucus chairs, etc.) and those influential within the Republican Party.
- Identifying opportunities for the Governor and other members of Puerto Rico's administration to serve as a keynote speaker or participant at Republican congressional events or conservative caucus forums.
- Working with officials and third-party organization to bring key Republicans and congressional staff delegations to Puerto Rico.
- Identifying opportunities to testify before Congress or to participate in roundtables about the future of the new Puerto Rico.

Specifically, in the Senate and House, we will continue to target the following elected officials, committee chairs and caucus chairs. In particular, we will focus on key committees such as the Ways and Means Committee as well as the Freedom Caucus. The targets include:

U.S. Congress (Senate & House)

- Sen. Mitch McConnell (R-KY), Republican (Majority) Leader
- Sen. John Cornyn (R-TX), Republican (Majority) Whip
- Sen. John Barrasso (R-WY), Senate Republican Policy Committee Chairman
- Sen. Roger Wicker (R-MS), RSCC Chairman
- Sen. Orrin Hatch (R-UT), Finance Committee Chairman
- Sen. John Thune (R-SD), Commerce Committee Chairman
- Sen. Chuck Grassley (R-IA), Judiciary Committee Chairman
- Sen. Marco Rubio (R-FL), Appropriations Committee
- Sen. Chuck Schumer (D-NY), Democratic (Minority) Leader

- MAO
- Sen. Ron Wyden (D-OR), Finance Committee Ranking Member
 - Sen. Bill Nelson (D-FL), Commerce Committee Ranking Member
 - Rep. Paul Ryan (R-WI), Speaker of the House
 - Rep. Kevin McCarthy (R-CA), Majority Leader
 - Rep. Steve Scalise (R-LA), Majority Whip
 - Rep. Cathy McMorris Rodgers (R-WA), Republican Conference Chairman
 - Rep. Luke Messer (R-IN), Republican Policy Committee Chairman
 - Rep. Jim Jordan (R-OH), Founder of the Freedom Caucus
 - Rep. Mark Meadows (R-NC), Freedom Caucus Chairman
 - Rep. Raul Labrador (R-ID), Freedom Caucus Member
 - Rep. Steve Stivers (R-OH), incoming NRCC Chairman
 - Rep. Kevin Brady (R-TX), Ways and Means Committee Chairman
 - Rep. Greg Walden (R-OR), Energy and Commerce Committee Chairman
 - Rep. Nancy Pelosi (D-CA), Democratic (Minority) Leader
 - Rep. Richie Neal (D-MA), Ways and Means Ranking Member
 - Rep. Michelle Lujan Grisham (D-NM), Congressional Hispanic Caucus Chair (CHC)
 - Reps. Ruben Gallego (D-AZ) and Pete Aguilar (D-CA), CHC Leadership

Congressional Task Force on Economic Growth in Puerto Rico

Our team will continue to engage directly with the leadership, members, and staff of the Task Force to help shape and advance its recommendations (where positive) into law. This includes meeting with the following eight Members and their staff:

- Sen. Orrin Hatch (R-UT) – Chair
- Sen. Marco Rubio (R-FL)
- Sen. Bill Nelson (D-FL)
- Sen. Robert Menendez (D-NJ)
- Rep. Sean Duffy (R-WI)
- Rep. Tom MacArthur (R-NJ)
- Rep. Nydia Velázquez (D-NY)

MAC

National Governors Association

In addition to the Trump Administration and Congress, our efforts will also continue to focus on outreach to key groups such as the National Governors Association (NGA). This bipartisan group will provide Puerto Rico's administration the opportunity to engage with governors across the country and generate greater visibility as well as support. In addition to the NGA, there are several other national organizations that will be part of the campaign including:

- National Governors Association (NGA)
- Republican Governors Association (RGA)
- U.S. Conference of Mayors
- National Conference of State Legislatures

Third Party Validators: Tools & Tactics for Puerto Rico

In order to implement a comprehensive and effective campaign, our initiative will also focus on expanding Puerto Rico's brand in Washington. It is essential that we build a network of supporters amongst third party validators and key political groups that can serve as an echo chamber for our messaging. In this regard, we will also continue to leverage pre-planned events where we can target a critical mass of influencers. Additionally, we will review every opportunity, on a national and state level, particularly political and policy forums, to expand our reach strategically.

Grassroots, grass tops and the Puerto Rican constituency

The crisis in Puerto Rico has brought about corresponding demographic changes in certain states and cities around the country. In particular, the growth of the Puerto Rican community in Central Florida has shifted political dynamics. Another key component of this campaign will be to focus on leveraging this new constituency, grass roots organizations as well as leadership on the local level. We will focus our outreach on a few key states such as Florida, New York, California, and Texas. As part of our initiative, we will develop a comprehensive list of organizations to target.

Third Party Validators

Central to the success of our efforts in Washington will be our engagement with third party validators such as think tanks, national Latino organizations, academia, and media. We will develop partnerships with these institutions, groups and organizations to establish Puerto Rico's well-being as a national issue. We will leverage our engagement to utilize these various groups as platforms for our messaging. Our team will also identify opportunities for high-level engagement with these different entities.

Think Tanks

Listed below are a few institutions (starting with the conservative institutions first) that will be part of our outreach.

- Heritage Foundation
- CATO Institute
- American Enterprise Institute
- Brookings Institution
- Center for American Progress
- Center on Budget and Policy Priorities
- Aspen Institute
- Bipartisan Policy Center

Latino Organizations

- o National Council of La Raza
- o League of United Latin American Citizens (LULAC)
- o National Association of Latino Elected and Appointed Officials (NALEO)
- o Congressional Hispanic Caucus Institute (CHCI)
- o National Hispanic Leadership Agenda (NHLEA)
- o U.S. Hispanic Chamber of Commerce
- o Hispanic Association of Colleges & Universities
- o Hispanic National Bar Association

Academia

- o Georgetown University
- o Johns Hopkins University (School of Advanced International Studies)
- o George Washington University
- o American University

Media: Editorial Boards

- o New York Times
- o Washington Post
- o Washington Times
- o Wall Street Journal
- o Financial Times
- o The Economist
- o The Atlantic

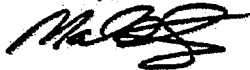
Budget

We propose a 12 month engagement beginning on July 2, 2018 through July 1, 2019 that will be implemented for \$690,000. We will work with your team to evaluate the campaign at every phase of activity and adjust strategy accordingly to ensure long term outcomes.

Conclusion

Following Hurricane Maria, Puerto Rico continues to face numerous obstacles to its future. In addition, Washington's current political environment presents several ongoing challenges for the island as it grapples with its fiscal crisis and begins rebuilding. By undertaking a strategic, targeted and well-coordinated campaign, Puerto Rico can leverage this critical time to promote an enhanced image and generate support critical to long-term success. We welcome continuing to work with you to help build your renewed brand and to better position Puerto Rico for a prosperous future. On behalf of VantageKnight, I thank you for the opportunity to submit this proposal for representation. We would be honored to assist you. If you have any questions, please do not hesitate to contact me directly.

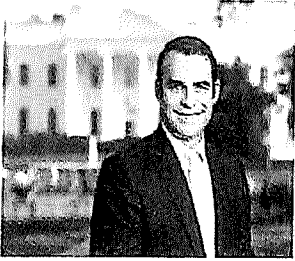
Sincerely,



Manuel Ortiz
Founder

Our Team

Manuel Ortiz



Founder of VantageKnight, Manuel Ortiz (Manny) is a prominent Democratic strategist and widely recognized as one of Washington's top lobbyists. Manny has frequently been featured in national media for his lobbying acumen, including by CNN, The New York Times, the National Law Journal, Washingtonian Magazine, and The Hill newspaper where he was profiled as a top lobbyist nine years in a row.

As a native of San Juan, Puerto Rico, Manny is nationally known for his work to advance the interests of U.S. territories. Senior officials within the Treasury Department, White House, and Congress regularly call upon him for his subject matter expertise on issues related to Puerto Rico and high-level contacts on the island. Manny's deep relationships within the Democratic Party stem from his ties to Secretary of State John Kerry and his integral role as a founding member of Business Forward, a private sector outreach platform that was actively involved with the White House during the Obama administration.

He is also a trusted corporate advisor to Fortune 50 CEOs and foreign governments that depend on him for his Washington ties, strategic advice as well as development of comprehensive government relations plans to address complex issues. His extensive experience guiding corporations has earned him a strong, results-driven reputation among his blue chip clients, such as Sony, MetLife, Microsoft, Hilton, Qualcomm, Visa and Verizon. His expertise is focused in the areas of immigration, telecommunications, transportation, financial services, tax, and energy. Manny is well-known for his work on healthcare and Wall Street reform bills.

Prior to founding VantageKnight, Manny was a Shareholder at Brownstein Hyatt Farber Schreck, where he led the firm's ascent in ranking from ninth to second place among all national lobbying firms. While at the firm, Manny played prominent roles in many successful efforts including:

- Playing a central role in Freeport LNG obtaining approval from the Department of Energy for a 20-year contract to Export LNG by Vessel from the Freeport LNG Terminal on Quintana Island, Texas to Non-Free Trade Agreement Nations. This is only the second permit issued by the U.S. Department of Energy to countries that do not have a Free Trade Agreement (FTA) with the United States.
- On behalf of Puerto Rico, he led and facilitated an increase in its Medicaid and Medicare funding, from \$500 million to more than \$1 billion annually.
- Led a telecom policy and economic initiative to persuade Congress, in the context of debt ceiling negotiations, to exclude his client from a new requirement for incentive auctions and fees on unlicensed spectrum. This prevented the client from having to pay billions of dollars in excessive fees to the government.
- Lobbied Congress to include and reauthorize a "pro-investment provision" that allows businesses to deduct 100% of their equipment expenses to help stimulate the economy and job growth in 2008 and 2010.
- On behalf of a Fortune 500 telecommunications company, he led the successful lobbying of Senate and House conference negotiators to accept a limited exception for telecommunications

services. These related to the sanctions sections of the bill dealing with U.S. interest abroad. The bill was successfully passed in 2012.

- Designed and executed strategy that led to successful congressional passage of the REIT Modernization Act.
- Successfully lobbied for an education client to carve out from regulations advocated by the Department of Education by strategically demonstrating to the White House the adverse economic effects of the regulation.
- Lobbied Congress and the White House to defeat a proposed rule from the Department of Labor, which would impose significant changes to the client's business model.
- Successfully lobbied the Securities and Exchange Commission to oppose money market rules proposed by the Chair of the SEC, and supported by the Administration.
- On behalf of Verizon and Comcast, successfully helped guide efforts to secure approval of spectrum transaction by both the Federal Communications Commission and the Department of Justice after significant congressional oversight.
- On behalf of a Fortune 50 financial services company, successfully lobbied the Securities and Exchange Commission (SEC) and White House over the course of two years to scale back proposed reforms to money market fund rules. This included securing changes for the client on the shifting of funds to a floating Net Asset Value (NAV).

Manny's reputation expands well beyond the Beltway. He has been hailed as "the young lobbyist with the most influence in Washington" by *Washingtonian Magazine*. *The New York Times* has praised him as, "Puerto Rico's go to guy in Washington," and *CNN* has touted him as, "one of Washington's Powerhouse Lobbyists."

The Washington Post called him the "Democratic power broker regarded as one of K Street's most influential strategists." Lastly, *Golf Digest* gave Manny the nod in June 2011 for ranking 58 in Washington's Top 150 Golfers.

During his career, Manny also served as director at Quinn Gillespie & Associates, where he played an integral role in making the public affairs firm one of the top outfits in Washington.

He had also worked as a transactional attorney with the international law firms of Verner Liipfert Bernhard McPherson & Hand and Greenberg Traurig LLP.

Prior to law and politics, Manny enjoyed a distinguished tennis career playing professionally in the ATP Tour, serving as Captain of the University of Kansas team and a member of the Puerto Rican Davis Cup team.



Olga DeMetri is a Senior Vice President at VantageKnight in Washington D.C. In this role, she provides strategic communications and public affairs services to domestic and international clients. With over 16 years of experience managing complex communications campaigns and policy programs internationally, Olga leverages her expertise in program management, policy advocacy, grassroots campaigns, media relations, and special event execution to achieve demonstrable results for clients in the U.S., Africa, Asia, Europe, Middle East, and Latin America.

Prior to VantageKnight, Olga served as Vice President at LEVICK, managing integrated campaigns, media relations strategies and advocacy initiatives for corporate clients and foreign governments.

Before her time at LEVICK, Olga was Associate Vice President at DDC Advocacy, where she worked directly with the oil and gas industry's leading trade association to implement multifaceted grassroots mobilization campaigns. While at DDC, she also created and guided strategic marketing initiatives for several corporate clients.

Prior to DDC, Olga was Corporate Communications Manager for CITGO Petroleum Corporation in Houston, Texas. During her tenure, she led the communications department and was a key member of the government and public affairs leadership team where she managed all internal and external communications for the corporation and its three refineries.

Olga also served as Social Programs Manager, overseeing CITGO's corporate social responsibility portfolio, including the annual flagship multi-million dollar donation program that spanned 25 states and the District of Columbia. In addition, she spearheaded the operation of numerous community-based programs focusing on social and environmental issues. In this regard, she worked closely with the legal department of CITGO to ensure full implementation of the company's grant agreements.

A graduate of American University, Olga received her Master of Arts in International Development and graduated cum laude with a Bachelor of Arts in International Studies.

Fluent in Russian and Spanish, Olga has lived in Curaçao, Nigeria, Russia, Sri Lanka, and Thailand. Her overseas experience has enabled her to rapidly adapt to changing environments in real time, and to provide targeted, culturally-specific solutions for clients both inside and outside the Beltway.