

CALCULATION AGENT AGREEMENT

This CALCULATION AGENT AGREEMENT (this “Agreement”) made this ____ day of _____, 2016, by and among (a) Puerto Rico Aqueduct and Sewer Authority Revitalization Corporation, a special purpose public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (the “Corporation”), as issuer of the Bonds (the “Issuer”), (b) Puerto Rico Aqueduct and Sewer Authority, a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (“PRASA”), as servicer under the Servicing Agreement described below (the “Servicer”), and (c) [CALCULATION AGENT], as calculation agent hereunder (the “Calculation Agent”).

W I T N E S S E T H:

WHEREAS, the Corporation and the Servicer have entered into a Servicing Agreement, dated as of _____, ____ (the “Servicing Agreement”) pursuant to which the Servicer is required to calculate and adjust from time to time a Revitalization Charge imposed on Customers pursuant to the terms of an Adjustment Mechanism;

WHEREAS, the Issuer and the Servicer wish to engage the Calculation Agent to perform certain calculation and verification services in connection with the Initial Revitalization Charge and the application of the Adjustment Mechanism; and

WHEREAS, the Calculation Agent is willing to perform such services, subject to and in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Definitions

Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed thereto in the Trust Agreement dated as of _____, 2016 between the Issuer and the Trustee (the “Trust Agreement”) or, if not defined in the Trust Agreement, shall have the same meanings ascribed thereto in the Servicing Agreement dated as of _____, 2016 between the Issuer and the Servicer.

2. Appointment of the Calculation Agent

The Issuer hereby appoints the Calculation Agent to confirm the calculation of the Revitalization Charges prepared by the Servicer and the application of the Adjustment Mechanism for the period and on the terms and conditions set forth in this Agreement. The Calculation Agent hereby accepts such appointment and agrees during such period to render such services and to assume the obligations set forth herein.

The Calculation Agent shall at all times be a corporation organized and doing business under the laws of the United States or of any State thereof or of the District of Columbia, and shall not be under the control of, or have any fiduciary relationship with, the

Government of Puerto Rico or its instrumentalities, public corporations or municipalities, the Government Development Bank for Puerto Rico, the Corporation, PRASA, any affiliates thereof or any of their respective successors.

3. Duties of Calculation Agent

The Calculation Agent shall perform the following duties of the Calculation Agent contemplated by the Trust Agreement and the Servicing Agreement:

(i) Review each draft True-Up Letter prepared by the Servicer and submitted to the Calculation Agent, with respect to any Semiannual True-Up Adjustment or Optional True-Up Adjustment, pursuant to Section 4.01, 4.02 or 4.03 of the Servicing Agreement to confirm and verify the mathematical calculations made in such True-Up Letter and provide the Servicer with any comments, corrections or modifications not later than (a) 10 days prior to any Semiannual Filing Date and (b) not later than five Business Days following receipt of the True-Up Letter in connection with any Optional True-Up Adjustment;

(ii) following the filing of a True-Up Letter with the Issuer, advise and assist the Servicer and the Issuer, as applicable, in the review of the True-Up Letter and with the correction of any mathematical inaccuracies in the calculation of the True-Up Adjustment pursuant to Section 4.01(c) of the Servicing Agreement; and

(iii) if the Calculation Agent requests the Servicer to initiate an Optional True-Up Adjustment pursuant to Section 4.03 of the Servicing Agreement, provide notice of such request to the Servicer, the Issuer, the Trustee and the Ancillary Agreement Providers; and

(iv) [confirm calculations to be made in any Semiannual Reconciliation Certificate [to the Depository] prior to delivery of such Semiannual Reconciliation Certificate to the Depository, the Trustee, the Calculation Agent, Ancillary Agreement Providers, and the Issuer, pursuant to Section 3.03(f) of the Servicing Agreement and Section 6(d) of Annex 3 of the Servicing Agreement.]

The Issuer and the Servicer agree to provide to the Calculation Agent any information required to perform the duties described above.

4. Limits of Calculation Agent's Responsibility

The Calculation Agent, its directors, officers, shareholders and employees and its affiliates shall not be liable to the Issuer, the Servicer, the Trustee, the Ancillary Agreement Providers, the Depository or others for actions or omissions in the performance of their duties hereunder in compliance with the terms of this Agreement, except by reason of acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of their duties (the "Standard of Care"). The Calculation Agent assumes no responsibility under this Agreement other than to render the services called for hereunder in accordance with the Standard of Care.

5. Term of Agreement; Termination

Unless previously terminated in accordance with this Section, this Agreement will terminate when the Bonds have been retired, redeemed, defeased or deemed paid in full and all other Financing Costs have been paid in full. The Issuer, the Trustee or, if the Trustee has not taken steps to remove the Calculation Agent within sixty (60) days following a written request to the Trustee, accompanied by such indemnities as the Trustee may require, from the Holders of a majority of the principal amount of the Eligible Bonds to remove the Calculation Agent, the Holders of a majority of the principal amount of the Eligible Bonds, may terminate this Agreement or remove the Calculation Agent at any time upon thirty [30] days' prior written notice to the other parties to this Agreement, to the Trustee, the Ancillary Agreement Providers, and the Rating Agencies (collectively, the "Notice Parties"), upon the conditions set forth in the Trust Agreement. The Calculation Agent may resign its duties hereunder by providing the Issuer, the Servicer and the Trustee with at least sixty (60) days' written notice, provided that a successor Calculation Agent, reasonably acceptable to the Issuer, the Servicer and the Trustee, has agreed in writing to assume all of the obligations and duties of the Calculation Agent hereunder, and provided further, that the Calculation Agent may assign its rights and delegate its obligations hereunder pursuant to Section 12 hereof. In the event that the Calculation Agent should resign or be discharged, the Issuer shall with the approval of the Trustee, or the Trustee may, and at the direction of the Requisite Bondholders, shall, take all necessary action to cause a new Calculation Agent to be appointed in accordance with the provisions of Section 3.07(b) of the Trust Agreement.

6. Non-Exclusivity

The nature of the duties of the Calculation Agent hereunder shall not preclude the Calculation Agent from providing services of a like nature to any other person, firm or corporation.

7. Fees and Expenses

The Issuer agrees to pay an [annual] fee for all obligations performed by the Calculation Agent under this Agreement, which shall be [____% of the aggregate initial principal amount of the Bonds in each calendar year].

The Issuer shall pay all reasonable expenses of the Calculation Agent in connection with its activities hereunder as Ongoing Financing Costs, which shall be recovered from Revitalization Charge Revenues pursuant to Section 3.07(f) of the Trust Agreement.

8. Disputes

Pursuant to Section 3.07(c) of the Trust Agreement, in the event of a dispute between the Servicer and the Calculation Agent, the Issuer shall promptly appoint an independent third party expert acceptable to the Trustee (a "dispute calculation agent") to resolve the matter. In the event that the Issuer shall fail to appoint or retain a dispute calculation agent acceptable to the Trustee or to appoint an expert to resolve any conflicts, the Trustee may, and upon the direction of the Requisite Bondholders, the Trustee shall, be authorized to appoint a

dispute calculation agent. The Calculation Agent shall cooperate with the dispute calculation agent, and provide such information as the dispute calculation agent shall request.

9. Notices

Any direction, notice, report or other communication required or permitted hereunder shall be furnished or given in English and in writing and such direction, notice, report or other communication may be given by United States mail, reputable overnight courier service, facsimile transmission or electronic mail (confirmed by telephone, United States mail or reputable overnight courier service in the case of notice by facsimile transmission or electronic mail) or any other customary means of communication, and any such direction, notice, report or other communication shall be effective when delivered or transmitted, or if mailed, five days after deposit in the United States mail with proper postage for ordinary mail prepaid:

If to the Issuer, to:

Puerto Rico Aqueduct and Sewer Authority Revitalization Corporation

San Juan, Puerto Rico _____

Attention: _____

Telephone: (____) _____

Telecopy: (____) _____

Email: _____

If to the Servicer, to:

Puerto Rico Aqueduct and Sewer Authority

[P.O. Box 364267

San Juan, Puerto Rico 00936-4267]

Attention: [Office of the General Counsel]

Telephone: (____) _____

Telecopy: (____) _____

Email: _____

If to the Trustee, to:

[TRUSTEE]

New York, New York _____

Attention: _____

Telephone: (____) _____

Telecopy: (____) _____

Email: _____

If to the Ancillary Agreement Providers [TO COME]

If to the Calculation Agent, to:

[CALCULATION AGENT]

Attention: _____

Telephone: _____

Telecopy: (____) _____

E-mail: _____

10. Entire Agreement; Trustee shall be entitled to enforce Agreement

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

The Trustee shall be entitled to enforce the obligations of the Calculation Agent under this Agreement. Nothing herein shall diminish or adversely affect the rights of Holders of the Eligible Bonds under Section 3.06 of the Revitalization Bond Trust Agreement. The Requisite Bondholders may, subject only to any limitations set forth in the Act, direct or act in lieu of the Trustee under this Agreement, including, but not limited to, enforcing this Agreement against the Calculation Agent. Certain actions of the Trustee hereunder may be subject to Negative Bondholder Approval pursuant to the Revitalization Bond Trust Agreement.

11. Amendment

This Agreement may not be modified or amended other than in accordance with the applicable provisions of the Trust Agreement, including Sections 3.05(c) and 3.07(g) of the Trust Agreement and by an agreement in writing signed by each party hereto.

12. Assignment; Successors and Assigns

This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns, the Trustee, the Bondholders and the Ancillary Party Providers; provided that the Calculation Agent may not assign its rights and delegate its obligations hereunder without the prior written consent of each of the Issuer, the Servicer and the Trustee unless such assignment is to a wholly-owned, direct or indirect subsidiary of [CALCULATION AGENT], which shall not require the consent of the Issuer, the Servicer, the Trustee or any Bondholder.

13. Execution, Delivery and Performance by Calculation Agent

The execution, delivery and performance of this Agreement, to the best of the knowledge of the Calculation Agent, after reasonable investigation, will not conflict with or

constitute a default under any order, judgment, decree, agreement, injunction or other instrument binding on or affecting the property or assets of the Calculation Agent.

14. Governing Law

This Agreement shall be construed in accordance with the substantive laws of the State of New York, applied as if this Agreement were executed in New York and to be performed entirely within New York, without giving effect to its conflict of law or other principles that would cause the application of the laws of another jurisdiction. Notwithstanding the foregoing, all matters of the constitutional and statutory law of the Commonwealth of Puerto Rico (including the Act) and the Financing Resolution, all rights of the Issuer or the Servicer against any Customer by virtue of the Act and of the effect of the judgments and decrees of the Commonwealth courts, shall in all events be governed by the law of the Commonwealth of Puerto Rico. To the extent permitted by law, the Issuer, the Servicer and the Calculation Agent hereby submit to, and waive any objection to, venue in any federal or state court located in the Borough of Manhattan, City of New York, New York.

With respect to any claim related to the Bonds (including claims arising under the Financing Resolution or under the Basic Documents, including this Agreement, and, to the extent permitted by law, the Initial Servicing Agreement), the Corporation and the Calculation Agent each hereby irrevocably submit and waive any objection to the non-exclusive, *in personam* jurisdiction and venue of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City and to the application of the laws of the State of New York, and agree to maintain contacts with the State of New York sufficient to give the courts located therein personal jurisdiction over the Corporation and Calculation Agent.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16. Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Calculation Agent Agreement to be duly executed as of the day and year first above written.

PUERTO RICO AQUEDUCT AND SEWER
AUTHORITY REVITALIZATION CORPORATION

By: _____
Name:
Title:

PUERTO RICO AQUEDUCT AND SEWER
AUTHORITY

By: _____
Name:
Title:

[CALCULATION AGENT]

By: _____
Name:
Title:

Acknowledged:

[TRUSTEE]

By: _____
Name:
Title: