

Compaq Financial Services

COMPAQ

(Puerto Rico)

AMENDMENT NO. 1 TO SCHEDULE NUMBER: PR000002001 TO MASTER LEASE
AGREEMENT

This Amendment No. 1 to Schedule Number PROOOOO2001 to Master Lease Agreement (this "Amendment") made as of September 11, 2002 by and between **Compaq Financial Services Corporation (Puerto Rico) ("CFS")**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico, hereby represented by its Operation Manager for Latin America, John Senos, and **Recinto Universitario de Mayagüez-Universidad de Puerto Rico ("UPRM")**, an instrumentality of the University of Puerto Rico, an agency of the Commonwealth of Puerto Rico, hereby represented by the President of the University of Puerto Rico, Antonio García Padilla and the Chancellor of the Recinto Universitario de Mayagüez Jorge Iván Vélez Arocho

WITNESSETH:

WHEREAS, UPR, as Lessee, and CFS, as Lessor, entered into that certain Master Lease Agreement and Schedule Number PR0000002001 (the "Lease Schedule") on July 1, 2002; and WHEREAS, UPR has requested and CFS has agreed to amend the Lease Schedule as set forth below;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt of which and sufficiency of which are hereby acknowledged by the

parties hereto, it is hereby agreed as follows:

1. **Definitions.** Unless otherwise defined herein, words and expressions defined in the Lease Schedule, as amended hereby, shall bear the same meanings when used herein.
2. **Amendment to the Lease Schedule.** The Lease Schedule shall be amended by substituting section [1-A and 2] by the following:

LEASE:

Description of Items of Leased Equipment	Name and Address of Supplier	Total Cost of Equipment
Compaq Equipment	Compaq Computer Caribbean, Inc.	US\$136,525.40

Rent:

Rent is payable as follows:

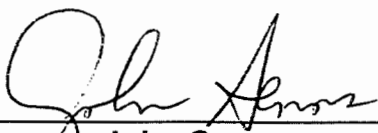
Payment Number	Payment Due Date	Payment Amount US\$	Total Lease Payment Amount
1	07/01/2002	\$29,225.16	
2	07/15/2002	\$50,100.27	\$150,300.81
3	07/01/2003	\$50,100.27	
4	07/01/2004	\$20,875.11	

1. **No Other Amendments.** All other terms and conditions of the Lease Schedule shall remain in full force and effect and the Lease Schedule shall be construed as if the terms of this Amendment were included therein.
2. **Governing Law:** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PUERTO RICO.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered the day and year first written above.

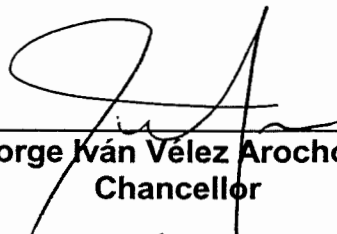
COMPAQ FINANCIAL SERVICES CORP.

**RECINTO
UNIVERSITARIO DE MAYAGÜEZ**



**John Senos
Director of Operations**

Date: 12/18/02



**Jorge Iván Vélez Arocho
Chancellor**

Date: 18 dic 2002

**UNIVERSIDAD DE PUERTO RICO
ADMINISTRACIÓN CENTRAL**

**Antonio García Padilla
President**

Date: _____