

AGREEMENT

2011-000338

between

THE PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

and


UPR ESTACIÓN EXPERIMENTAL AGRICOLA

THIS AGREEMENT (this "Agreement") is made as of _____, 2011, by and between **UPR ESTACIÓN EXPERIMENTAL AGRICOLA**, represented herein by its Acting Chancellor, Dr. Jorge Rivera Santos,

who is the owner of the Facility ("Owner") and rebate recipient ("Rebate Recipient"), and the **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY**, a instrumentality and public corporation of the Commonwealth of Puerto Rico represented herein by its Executive Director, José E. Basora Fagundo,

(“AFI” for its Spanish acronym) (each individually a “Party” and collectively the “Parties”). If an additional individual assists the Rebate Recipient with the Sun Energy Program requirements, s/he must also sign below to verify the accuracy of the information provided.

WITNESSETH:

 **WHEREAS**, Rebate Recipient has submitted to AFI an application seeking a rebate for expenses incurred in the installation of **12.915 KW Solar Energy System** at the following location _____ at the ("Facility"), as described in the Application Documents, Project Number **S-2010-0017** ("the Project"); and

WHEREAS, AFI desires to provide such rebate on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Specific Terms. Capitalized terms (whether singular or plural) used in this Agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the State Program Rebates Regulation.

the statements contained therein not misleading, under the circumstances under which any such statement shall have been made; and

8) The Rebate Recipient has the authority to install the Project at the Facility, or has obtained the permission of the legal owner of the Facility, to install the generating system.

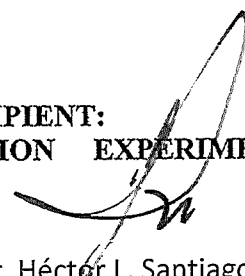
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

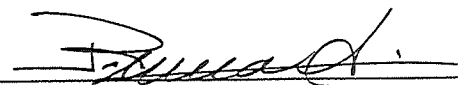

By: _____

José E. Basora Fagundo

**REBATE RECIPIENT:
UPR ESTACION EXPERIMENTAL
AGRICOLA**

By: _____ 
Dr. Héctor L. Santiago Anadón
Dean and Director
College of Agricultural Sciences

Print Name: _____

By: _____ 
OWNER
(IF DIFFERENT FROM REBATE
RECIPIENT) 

Print Name: _____
Dr. Jorge Rivera Santos
Acting Chancellor
UPR- Mayaguez Campus

AGREEMENT

2011-000338

between

THE PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

and

UPR ESTACIÓN EXPERIMENTAL AGRICOLA

THIS AGREEMENT (this "Agreement") is made as of _____, 2011, by and between UPR ESTACIÓN EXPERIMENTAL AGRICOLA, represented herein by its Acting Chancellor, Dr. Jorge Rivera Santos,

who is the owner of the Facility ("Owner") and rebate recipient ("Rebate Recipient"), and the PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY, a instrumentality and public corporation of the Commonwealth of Puerto Rico represented herein by its Acting Executive Director, Manuel Bermúdez Pagán,

("AFI" for its Spanish acronym) (each individually a "Party" and collectively the "Parties"). If an additional individual assists the Rebate Recipient with the Sun Energy Program requirements, s/he must also sign below to verify the accuracy of the information provided.

JS

WITNESSETH:

WHEREAS, Rebate Recipient has submitted to AFI an application seeking a rebate for expenses incurred in the installation of **15.50 KW Solar Energy System** at the following location _____ at the ("Facility"), as described in the Application Documents, Project Number **S-2010-0017** ("the Project"); and

WHEREAS, AFI desires to provide such rebate on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1. Specific Terms. Capitalized terms (whether singular or plural) used in this Agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the State Program Rebates Regulation.

the statements contained therein not misleading, under the circumstances under which any such statement shall have been made; and

8) The Rebate Recipient has the authority to install the Project at the Facility, or has obtained the permission of the legal owner of the Facility, to install the generating system.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

By: _____

**REBATE RECIPIENT:
UPR ESTACION EXPERIMENTAL
AGRICOLA**

By: _____

Print Name: _____

By: _____

OWNER
(IF DIFFERENT FROM REBATE
RECIPIENT)

Print Name: Dr. Jorge Rivera Santos
Acting Chancellor
UPR- Mayaguez Campus

AGREEMENT

2011-000338

between


THE PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY


and

UPR ESTACIÓN EXPERIMENTAL AGRICOLA

THIS AGREEMENT (this "Agreement") is made as of May 13th, 2011, 2011, by and between UPR ESTACIÓN EXPERIMENTAL AGRICOLA, represented herein by its Acting Chancellor, Dr. Jorge Rivera Santos, who is the owner of the Facility ("Owner") and rebate recipient ("Rebate Recipient"), and the PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY, a instrumentality and public corporation of the Commonwealth of Puerto Rico represented herein by its Executive Director, José E. Basora Fagundo, ("AFI" for its Spanish acronym) (each individually a "Party" and collectively the "Parties"). If an additional individual assists the Rebate Recipient with the Sun Energy Program requirements, s/he must also sign below to verify the accuracy of the information provided.

WITNESSETH:

 WHEREAS, Rebate Recipient has submitted to AFI an application seeking a rebate for expenses incurred in the installation of 12.915 KW Solar Energy System at the following location at the ("Facility"), as described in the Application Documents, Project Number S-2010-0017 ("the Project"); and

 WHEREAS, AFI desires to provide such rebate on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1. **Specific Terms.** Capitalized terms (whether singular or plural) used in this Agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the State Program Rebates Regulation.

(a) "State Energy Program Rebates Regulation" or the "Regulation" shall mean Regulation number 7792, approved by AFI for the implementation of the rebates program under the ARRA State Energy Program, as such regulation may be amended or superseded from time to time.

(b) "ARRA" shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009).

(c) "EAA" shall mean the Puerto Rico Energy Affairs Administration.

(d) "Indemnified Parties" shall mean: (i) the Commonwealth of Puerto Rico, the EAA and AFI; (ii) EAA's and AFI's officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(e) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(f) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Project or is paid for in whole or in part using the Rebate Payment.

PS
(g) "SEP" shall mean the Puerto Rico State Energy Program approved by the U.S. Department of Energy and funded under ARRA.

AN
(h) "Rebate Payment" shall mean any and all funds allocated or disbursed to Rebate Recipient under this Agreement.

1.2. **Additional Terms.** The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of AFI. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of AFI. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to AFI. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation".

1.3. **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 12.3. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

ARTICLE 2

TERM


2.1. **Effective Date.** This Agreement shall become effective on the date first above written (the "Effective Date").


2.2. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date. Unless the Agreement is terminated earlier as set forth herein, such term shall end on the date falling on the first year anniversary of the Effective Date, as such term may be extended by written agreement of the Parties.

2.3. **Duration of the Rebate Reservation Notice.** Notwithstanding the term of this Agreement, Rebate Recipient shall complete the Project, obtain applicable permits, interconnect the system (if applicable) and pass inspection within the period of six (6) months from the postmarked date of the Rebate Reservation Notice Letter package, namely **October 7th, 2010** as such period may be extended pursuant to the Regulation.

ARTICLE 3

IMPLEMENTATION OF PROJECT

 3.1. **Implementation of Project; Cooperation with Monitoring.** Rebate Recipient shall, in good faith and with diligence, undertake the construction and operation of the Project, on the terms and conditions set forth in this Agreement, the Application Documents, the Regulation and the provisions set forth in Section 3.3. Rebate Recipient shall not materially change the nature or scope of the Project without the prior written consent of AFI. Rebate Recipient shall cooperate in good faith with AFI in any evaluation, planning, auditing or monitoring activities conducted or authorized by AFI to verify eligibility, compliance and/or completion to authorize disbursement of the rebate.

 3.2. **Eligibility.** The Rebate Recipient must meet the criteria set forth in the Regulation and such other conditions as AFI may require, including the following criteria: 1) the Owner owns the Facility; 2) either the owner Rebate Recipient has a legal right to occupy the Facility, or the tenant Rebate Recipient has a legal right to occupy the Facility, have signed the Application Documents submitted to AFI, and is/are signatory (ies) to this Agreement; 3) Rebate Recipient pays the electricity bill.

3.3. **Rules.** Rebate Recipient acknowledges having read the Regulation. Rebate Recipient acknowledges and agrees that the Regulation sets forth additional terms, conditions and requirements to be able to receive the rebate under this Agreement. The Parties agree to comply with, and be bound by all requirements in the Regulation and in the Application Documents as these documents may be modified from time to time, including, but not limited to: (a) conditions of the application process, including eligibility criteria and documentation required for issuance of Rebate Payment; (b) installer qualification requirements; (c) equipment requirements; (d) permanency requirements; (e) measurement and evaluation requirements; (f) Project ownership and legal occupancy requirements; (g) standards of conduct; and (h) submission of electricity bills to AFI for six (6) months after receipt of the Rebate Payment, among others. The

requirements of the Regulation are incorporated herein by reference as though set forth in full in this Agreement.

3.4. Licenses and Permits. The Rebate Recipient, at his/her own expense to the extent not covered or permitted under the Regulation, has obtained and will maintain all licenses and permits needed to perform work on the Project and for installation and operation of the Project at the Facility.

3.5. Compliance with Other Laws and Applicable Safety and Performance Standards. The Rebate Recipient shall keep itself fully informed of ARRA and ARRA guidance and regulations, applicable municipal codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such codes, ordinances, and regulations, rules and laws. In addition, the Project must meet all applicable safety and performance standards established by the EAA, PREPA and any other applicable regulatory body.

3.6. Disclosures. The Rebate Recipient thereby authorizes AFI to share with, and request and receive from, the EAA, other entities of the Commonwealth of Puerto Rico and federal agencies, any and all information regarding Rebate Recipient, including any information about the Facility, the Project and Rebate Recipient, to confirm accuracy of information submitted in the Application Documents and to verify eligibility and truthfulness of information included therein, and/or to investigate or prosecute possible violations or civil or criminal Puerto Rico and United States laws. Disclosed information may be posted in the Internet and published in any other media by the Government of the United States and the Government of Puerto Rico to comply with ARRA requirements.

3.7. Disclosure of Other Incentives. The Rebate Recipient understands that, in connection with the Property or the Project, receipt of other program rebates, grants, financial incentives, tax incentives, post-installation agreements, renewable energy credits, and performance payments disqualifies Rebate Recipient from receipt of Rebate Payment under this Agreement, except as permitted under the Regulation. Rebate Recipient must disclose to AFI any such other incentives for which it has applied and/or received. Non-compliance with this requirement will be basis for having to return to AFI all Rebate Payments received under this Agreement.

3.8. No Endorsement by AFI. The Rebate Recipient understands that AFI's review of the Project and authorization for the Rebate Payment shall not be construed as confirming or endorsing (i) the qualifications of any persons involved with the Project, including but not limited to the Project designers, installers or manufacturers; (ii) endorsing the Project's design; or (iii) warranting the economic value, safety, durability or reliability of the Project. Rebate Recipient shall not use AFI, EAA or ARRA name, logo, trademark, trade name, identity, or affiliation for any reason or purpose, without prior written consent of AFI.

3.9. Rebate Recipient is an Independent Contractor. The Rebate Recipient is solely responsible for the Project, including selection of any designer, manufacturer, contractor, and installer, as long as they are qualified by the EAA. The Rebate Recipient understands that s/he, and any third parties involved with the Project, are independent contractors and are not authorized to make any representations on behalf of AFI or EAA.

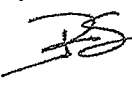

ARTICLE 4

4.1 Environmental Attributes, Renewable Energy Credits and Other Tax Incentives: By signing this Agreement, the Rebate Recipient agrees to comply with all requirements of tax incentives requested in connection with the renewable energy Project benefiting from the Rebates hereunder, as such incentives may now exist or be approved in the future. The Rebate Recipient agrees that, unless permitted by law, it will not 1) sell or otherwise encumber the environmental attributes from the Project to or for the benefit of any other person or entity and 2) upon receipt of the Rebate Payment, Rebate Recipient will inform AFI to effectuate the intent of this section and Section 3.7.

ARTICLE 5

USE AND DISBURSEMENT OF RETROFIT INCENTIVE PAYMENT

5.1. Maximum Amount of Rebate Payment. In no event shall the amount of Rebate Payment disbursed hereunder exceed **ONE HUNDRED THOUSANDS DOLLARS (\$100,000.00)**. Payments under this agreement are budgeted and will be paid from ARRA Funds Energy.


**5.2. Rebate Payment.** AFI reserves the right to modify or to not pay the Rebate Payment if the actual installation of the Project differs from the proposed installation approved in accordance with the Application Documents, if the Project fails inspection, if the Project is not installed within six (6) months of receipt by Rebate Recipient of the Rebate Reservation Notice Letter (or within such additional period approved by AFI pursuant to the Regulation), and/or if the documents submitted fail to meet the requirements of the Regulation or are found to be inaccurate, fraudulent or otherwise deceitful.

5.3. Disbursement Procedures. The Rebate Payment shall be disbursed to Rebate Recipient as follows:

(a) AFI shall have no obligation to disburse any portion of the Rebate Payment requested in the application and preliminarily reserved unless there are SEP funds available and until (1) Rebate Recipient submits any additional documentation required for receipt of a Rebate Payment as set forth in the Regulation or as otherwise requested by AFI, (2) the application and additional documentation is in all respects acceptable to AFI, (3) the application has been selected for award, and (4) the installation and completion of the Project has been finished and verified by an AFI inspector to his/her satisfaction.

(b) AFI shall make all disbursements of the Rebate Payment pursuant to this Section by check payable to the person or entity designated in the application for the Rebate Payment, sent via U.S. mail not later than thirty (30) days after the notice of approval by AFI, unless AFI otherwise agrees in writing, in its sole discretion. AFI shall make a single disbursement of the Rebate Payment.

ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS

6.1. Books and Records. Rebate Recipient shall establish and maintain accurate files and records of all aspects of the Project and the matters funded in whole or in part with the Rebate Payment during the term of this Agreement, including all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.

6.2. Inspection and Audit. Rebate Recipient shall make available to AFI, its employees and authorized representatives, during regular business hours, or during such other times as the Parties may mutually agree, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Rebate Recipient under Section 5.1. Rebate Recipient herein authorizes AFI, its employees and authorized representatives to inspect, photograph, video-tape, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of AFI pursuant to the second sentence of this Section shall remain in effect so long as the Project equipment/systems shall remain installed in the Facility.

6.3. Submitting False Claims; Monetary Penalties. Any Rebate Recipient who submits a false claim shall be liable to AFI for the amount of damages which AFI sustains because of the false claim. A Rebate Recipient who submits a false claim shall also be liable for the costs, including attorney's fees, of a civil action brought to recover any of those damages and shall also be liable to the U.S. Government. A Rebate Recipient will be deemed to have submitted a false claim to AFI if the Rebate Recipient (a) knowingly presents or causes to be presented to an officer or employee of AFI a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by AFI; (c) conspires to defraud AFI or the United States government by getting a false claim allowed or paid by AFI; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to AFI; or (e) is a beneficiary of an inadvertent submission of a false claim to AFI, subsequently discovers the falsity of the claim, and fails to disclose the false claim to AFI within a reasonable time after discovery of the false claim.

ARTICLE 7

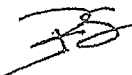

TAXES

7.1. Rebate Recipient to Pay All Taxes. Rebate Recipient shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including property taxes and Puerto Rico sales and use taxes, levied upon or in connection with this Agreement, the Project, the Rebate Payment or any of the activities contemplated by this Agreement.

ARTICLE 8

INDEMNIFICATION AND GENERAL LIABILITY

8.1. Indemnification. Rebate Recipient shall indemnify and save harmless AFI and its officers, agents and employees ("Indemnified Persons") from, and, if requested, shall defend the Indemnified Persons against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including Rebate Recipient or loss of or damage to property, arising directly or indirectly from (1) injury to or death of persons, including but not limited to employees of AFI, Rebate Recipient, or any third party; (2) injury to property or other interests of AFI, Rebate Recipient, or any third party; (3) violation of local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; (4) strict liability imposed by any law or regulation; or (5) generation system performance shortfall; so long as such injury, violation, strict liability, or shortfall (as set forth in (1) - (5) above) arises from or is in any way connected with the Project, including Rebate Recipient's, or any third party's performance or failure to perform with respect to the Project, however caused, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on AFI or any other Indemnified Persons, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the willful misconduct of AFI or any other Indemnified Person and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Rebate Recipient, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Indemnified Person's costs of investigating any claims against any of the Indemnified Persons.


 Rebate Recipient acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any hazardous material or waste as a result of the work performed in connection with the Project are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

8.2. Duty to Defend; Notice of Loss.

In addition to Rebate Recipient's obligation to indemnify the Indemnified Persons, Rebate Recipient specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Persons from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Rebate Recipient by AFI and continues at all times thereafter.

No insurance policy covering the Rebate Recipient with regards to this Agreement shall operate to limit the Rebate Recipient's liability under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such liability.

8.3. LIMITATION ON LIABILITY OF AFI. AFI's payment obligations under this Agreement shall be limited to the Rebate Payment. Notwithstanding any other provision of this Agreement, in no event shall AFI be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the SEP and this Agreement or AFI's performance or nonperformance of its obligations under this Agreement.

ARTICLE 9 INSURANCE

9.1. Types and Amounts of Coverage. Without limiting Rebate Recipient's liability pursuant to Article 7, Rebate Recipient shall cause Project Installer to maintain from the date hereof until the date of completion of the Project, from a company or companies lawfully authorized to do business in the Commonwealth of Puerto Rico and having a rating no lower than A- (Excellent) from A.M. Best's Key Rating Guide (latest edition in effect at the date of this Agreement and at the time of renewal of any policies required by this Agreement); the following insurance:

- (a) Commercial general liability insurance (form CG 00 01 or equivalent) in a limit of not less than \$500,000 per occurrence, \$500,000 per occurrence for personal injury, \$500,000 general aggregate, and \$500,000 products and completed operations aggregate written for a period of two years beyond final payment.
- (b) Commercial automobile liability with a combined single limit of \$500,000 with a hired and non-owned endorsement. Personal automobile liability coverage will be acceptable in lieu of commercial automobile coverage only if the vehicle used at the job site is not commercially insured. Limits for personal auto must be at least \$250,000 bodily injury per person, \$500,000 bodily injury per accident, and \$250,000 property damage per accident with an endorsement that the policy covers business related use with an additional \$500,000 personal umbrella policy.

(c) Workers' Compensation coverage as required by the Workmen's Accident Compensation Act of the Commonwealth of Puerto Rico with Employers' Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit.

9.2. Additional Requirements for Coverage. The general liability insurance policies shall:

- (a) Name as additional insured Rebate Recipient and AFI.
- (b) Provide that such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- (c) Include hold harmless endorsement in favor of Rebate Recipient and AFI.

9.3. Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to Rebate Recipient and AFI of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to AFI's address for notices pursuant to Article 10.

9.4. General Aggregate Limit per Project. The Commercial General Liability coverage shall include Form CG2503- Amendment - Aggregate Limits of Insurance per Project or equivalent.

9.5. Evidence of Insurance. Within fifteen (15) days from the date hereof, Rebate Recipient shall furnish to AFI certificates of insurance; and additional insured policy endorsements, in form and with insurers satisfactory to AFI, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon AFI's request. Failure of installer to maintain insurance shall constitute a material breach of this Agreement and may result in the cancellation of the Rebate Payment.

9.6. Effect of Approval. Approval of any insurance by AFI shall not relieve or decrease the liability of Rebate Recipient hereunder.

9.7. Waiver. If the requirements of sections 8.2 or 8.3 or 8.4 prevent the Rebate Recipient from obtaining the insurance required in this Section, then upon Rebate Recipient's written notice to AFI in accordance with Article 10, the requirements of sections 8.2, 8.3 or 8.4 may be waived.

ARTICLE 10

EVENTS OF DEFAULT AND REMEDIES

10.1. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

JS
AK
(a) False Statement. Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to AFI under this Agreement is found by AFI to be false or misleading.

(b) Failure to Provide Insurance. Rebate Recipient, or if applicable, the Contractor responsible for installing the Project, fails to provide or maintain in effect any policy of insurance required in Article 8.

(c) Failure to Perform. Rebate Recipient fails to perform and complete the Project or breaches any provision or covenant of this Agreement to be observed by Rebate Recipient as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after receipt of written notice from AFI.

(d) Failure to Comply with Program Rules. Rebate Recipient fails to complete the Project and comply with the Regulation and any other requirement set forth in Section 3.3, including but not limited to:

- 1) Failed permitting of the Project;
- 2) Failed inspection of the Project;

- 3) Completed Project is not consistent with Application Documents description;
- 4) Rebate Recipient and Installer is in the Excluded Parties List System of the U.S. Government;
- 5) Rebate Recipient combines rebate under this Agreement with other non-permitted grants, incentives or assistance;
- 6) Project is not permanent;
- 7) Equipment, installers, auditors (as applicable), are not certified as required under the Regulation;
- 8) Equipment is not new; or
- 9) Failure to abide by any applicable ARRA provisions, guidance or regulation.

10.2. Remedies upon Event of Default. Upon and during the continuance of an Event of Default, AFI may do any of the following, individually or in combination with each other or any other remedy:

(a) Termination. AFI may terminate this Agreement by giving a written termination notice to Rebate Recipient. On the date specified in such notice this Agreement shall terminate and all rights of Rebate Recipient hereunder shall be extinguished. The termination of this Agreement shall not operate to discharge any liability which has been incurred by Rebate Recipient prior to the effective date of such termination. For the avoidance of doubt, AFI shall not be required to pay any Rebate Payment to the Rebate Recipient if the Agreement is terminated because the Project fails to meet all the requirements of the Regulation and this Agreement.

(b) Withholding of the Rebate Payment. AFI may withhold all or any portion of the Rebate Payment not yet disbursed hereunder, regardless of whether Rebate Recipient has previously submitted an application for such payment or whether AFI has approved the disbursement of the Rebate Payment requested in any application. Any Rebate Payment withheld pursuant to this Section and subsequently disbursed to Rebate Recipient after cure of applicable Events of Default shall be disbursed without interest.

(c) Offset. AFI may offset against all or any portion of undisbursed Rebate Payment hereunder or against any payments due to Rebate Recipient under any other agreement between Rebate Recipient and AFI the amount of any outstanding loss incurred or suffered by AFI, including any loss incurred as a result of an Event of Default.

(d) Return of the Rebate Payment. AFI may demand the immediate return of any previously disbursed Rebate Payment that has been claimed or expended by Rebate Recipient in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

10.3. Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to AFI at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 11

NOTICES AND OTHER COMMUNICATIONS

11.1. Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to AFI:

Building Energy Efficiency Retrofit Program
AFI
Capital Center, Torre Norte
Piso 16
235 Ave. Arterial Hostos
San Juan, Puerto Rico 00918-1454
Attn: ARRA-SEP Program Manager
Facsimile No. 787-763-4415
E-mail: sep@afi.gobierno.pr

If to Rebate Recipient:

UPR RUM Estación Experimental Agrícola
Dr. Héctor Santiago, Decano
Colegio Ciencias Agrícolas
Call Box 9000
Mayaguez, PR 00681

11.2. Effective Date. All communications sent in accordance with Section 10.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

11.3. Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 10 by notice to the other party:

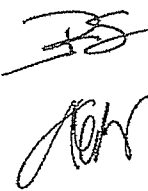
ARTICLE 12

ADDITIONAL REQUIREMENTS

12.1. Authority of the U.S. Comptroller General. Rebate Recipient acknowledges that, the U.S. Comptroller General and his representatives have the authority and rights prescribed under ARRA with respect to contracts funded with moneys made available under ARRA and the use of ARRA funds, to: (1) examine any records of the Rebate Recipient or any of its contractors, or any Government of Puerto Rico or local agency administering this Contract, that directly pertain to, and involve transactions relating to, the Agreement and Rebate recipient; and (2) interview the Rebate Recipient or any of its contractors, or any employees of AFI or the EAA, regarding the SEP Rebates Program, this Agreement, the Project and/or any related activities. The U.S. Comptroller General may audit, review and report on uses of ARRA funds and post such reports in the Internet. Nothing in ARRA shall be interpreted to limit or restrict in any way any existing authority of the U.S. Comptroller General or the Comptroller of Puerto Rico.

12.2. One-time funding. Rebate Recipient understands and acknowledges that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. *Therefore, funding provided through ARRA to fund this Contract is a one-time funding.* Pursuant to Section 1604 of ARRA, no funds appropriated under ARRA may be used for any gambling establishments, aquariums, zoos, golf courses, or swimming pools. Therefore, Rebate Recipient acknowledges and agrees that Rebates will only be used for the purposes approved.


12.3. Avoid Delays. Rebate Recipient acknowledges and agrees that one of the ARRA Requirements is that projects avoid all unnecessary delays, waste and costs overruns. Rebate Recipient shall manage the Project consistently with this requirement.

**12.4. Buy American.** If Rebate Recipient is an entity of the Government of Puerto Rico, it acknowledges that Section 1605 of ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects funded with ARRA moneys be manufactured in the United States ("Buy American"). Pursuant thereto, Rebate Recipient agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of AFI and federal agencies. The Rebate Recipient may obtain written waivers provided the conditions stated in Section 1605(b) of ARRA are complied with, namely: (1) applying these Buy-American requirements are inconsistent with the public interest; or (ii) iron, steel and the relevant manufactured goods are not produced in sufficient and reasonably available quantities and of satisfactory quality; or (iii) inclusion on iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%); and (iv) the Buy-American Requirements can be applied in a manner consistent with U.S. obligations under international agreements.

12.5. Davis-Bacon. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors in projects funded or assisted in whole or in part with funds from ARRA shall be paid wages at rates not less than the wage rates prevailing in similar projects in the locality in accordance with the Davis-Bacon Act. The Rebate Recipient agrees

that by the submission of a proposal in response to a solicitation funded in whole or in part with ARRA funds, it shall comply therewith to the extent applicable.

12.6. Lobbying Restrictions. No Federal appropriated funds have been paid or will be paid, by or on behalf of AFI and/or any applicable Government of Puerto Rico grantee, to any person for influencing or attempting to influence an officer or employee of the applicable federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the applicable Federal Sponsor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Rebate Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Rebate Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed by the federal agencies when transactions are made or entered into with recipients. Submission of this certification is a prerequisite for making or entering into such transactions imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 **12.7. Federal False Claims Act.** Rebate Recipient shall not: (i) knowingly file, or cause to be filed before the Government of the United States a false claim for payment; (ii) knowingly make, use, or cause to be made or use, a false record or statement to get a false claim paid or approved by the government; (iii) conspire to defraud the Government of the United States by getting a false claim allowed or paid; (iv) falsely certify to the United States the type or amount of property to be used; (v) certify receipt of property on a document without completely knowing that the information is true; (vi) knowingly buy Government of the United States property from an unauthorized officer of the Government of the United States; or (vii) knowingly make, use, or cause to be made or used a false record to avoid or decrease an obligation to pay or transmit property to the Government of the United States.


12.8. Federal False Claims Act Referrals. Rebate Recipient shall promptly refer to the Task Force of the Government of Puerto Rico, with a copy to the Executive Director of AFI, any credible evidence that an officer, principal, employee, agent, contractor, subcontractor, or any other person has taken any action for which such person could be subject to liability under the Federal False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA Funds.

12.9. Section 1553 of ARRA. Rebate Recipient shall also comply with Section 1553 of ARRA which requires that an employee of any non-federal employer receiving ARRA Funds may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General of the United States, a member of Congress, a Puerto Rico or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee, (or such other person working for the employer who has authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency or their representatives, information that the employee reasonably believes is evidence of: (1) gross mismanagement of an agency contract or grant relating to ARRA Funds; (2) a gross waste of ARRA Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA Funds; (4) an abuse of authority related to the implementation or use of ARRA Funds, or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued in connection with ARRA Funds.

12.10. No Previous Crimes. The Rebate Recipients has not been convicted nor to the best of his/her knowledge, is under investigation by any Puerto Rico or Federal administrative, judicial or legislative body, for crimes against public funds, the public trust or related to the misuse of public property or funds. Rebate Recipient has not been banned from receiving federal funds, contracts or assistance and is not in the Excluded Parties List System of the U.S. Government (<https://www.epls.gov/>).

12.11. Puerto Rico Certifications. Rebate Recipient will present AFI a certification issued by the Puerto Rico Treasury Department evidencing that Rebate Recipient does not have any debts outstanding with the Government of Puerto Rico, or if a debt is outstanding, he/she has a validly agreed upon and current payment plan or a letter from the corresponding agency stating that the validity or amount of the debt is currently under administrative or judicial review. The Rebate Recipient shall also provide AFI the following certificates prior to the disbursement of the Rebate Payment:

- 
- a. Certificate of filing income tax returns for the prior five (5) years issued by the Puerto Rico Treasury Department.
 - b. Certificate of no debt for real property taxes or for any other tax under Puerto Rico law issued by CRIM.
 - c. Certificate of no debt with the Puerto Rico Department of Labor.
 - d. Certificate of no debt for Worker's Compensation Insurance.
 - e. Certificate of no debt for child support under Puerto Rico law (ASUME) or the law of any other state of the Union.
 - f. Sworn Statement in compliance with Act No. 428 of September 22, 2004 (a format is included as Appendix II).

12.12. Rebate Recipient acknowledges and agrees that it has received a copy of Act No. 84 of June 18, 2002 known as the Code of Ethics of Contractors, Service Providers and Applicants for Economic Incentives from the Agencies of the Government of Puerto Rico, included herein as Appendix I, and has complied and will comply with this Code of Ethics at all times in connection with the Project and the Rebate Payment by AFI.



ARTICLE 13
MISCELLANEOUS

13.1. No Assignment by Rebate Recipient. Rebate Recipient shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Rebate Recipient hereunder without the prior written consent of AFI. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Rebate Recipient involuntarily or by operation of law without the prior written consent of AFI. A change of ownership or control of Rebate Recipient or a sale or transfer of substantially all of the assets of Rebate Recipient shall be deemed an assignment for purposes of this Agreement. Any agreement made in violation of this Section 12.2 shall confer no rights on any person or entity and shall automatically be null and void.

13.2. No Waiver. No waiver by AFI of any default or breach of this Agreement shall be implied from any failure by AFI to take action on account of such default if such default persists or is repeated. No express waiver by AFI shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by AFI of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by AFI of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

13.3. Regulation. Execution of this Agreement by Rebate Recipient shall be an express acknowledgement and agreement by Rebate Recipient that he/she has read the Regulation, understands its terms and has complied and will continue to comply at all times with its provisions.

13.4. Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.


**13.5. Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of AFI who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

13.6. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Puerto Rico, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Juan.

13.7. Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

13.8. Entire Agreement. This Agreement, the Regulation and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern.

13.9. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

13.10. Successors; No Third-Party Beneficiaries. Subject to the terms of Section 12.2, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 7, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

13.11. Survival of Terms. The obligations of Rebate Recipient and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 3.7, 5.1 through 5.3, Articles 6, 7, 9.2, 9.3, Article 11, and this Article 12.

13.12. Rebate Recipient Representations.

a. Certification by Rebate Recipient. The undersigned Rebate Recipient represents and declares under penalty of perjury under the laws of the Commonwealth of Puerto Rico that:

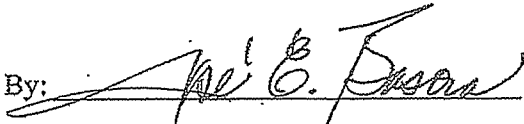
- 1) The Rebate Recipient has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Rebate Recipient has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Rebate Recipient, enforceable against Rebate Recipient in accordance with the terms hereof;
- 2) The Project meets all SEP, Regulation and ARRA requirements;
- 3) Either 1) the owner and/or 2) the tenant, whichever is the Rebate Recipient, signed the Application Documents submitted to AFI for the Rebate Payment and is/are a signatory to this Agreement.
- 4) The Project will be been newly constructed and intended to offset part or all of the Rebate Recipient's current electrical needs at the Facility,
- 5) The Project Site is located within Puerto Rico at the geographic location specified in the Application Documents;
- 6) The Project is not intended to be used primarily as a backup generator;
- 7) No document furnished or to be furnished by Rebate Recipient to AFI in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make

the statements contained therein not misleading, under the circumstances under which any such statement shall have been made; and

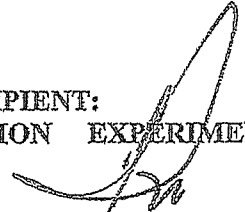
8) The Rebate Recipient has the authority to install the Project at the Facility, or has obtained the permission of the legal owner of the Facility, to install the generating system.

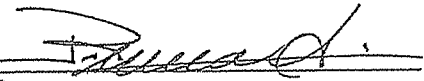
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.


**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**


By: 
José E. Basora Fagundo

**REBATE RECIPIENT:
UPR ESTACION EXPERIMENTAL
AGRICOLA**

By: 
Dr. Héctor L. Santiago Anadón
Dean and Director
College of Agricultural Sciences
Print Name:

By: 
OWNER
(IF DIFFERENT FROM REBATE
RECIPIENT)
Print Name: Dr. Jorge Rivera Santos
Acting Chancellor
UPR- Mayaguez Campus

^A Revised by: 
^f Attorney

Approved by: 
Legal Director

AGREEMENT

2011-000338-A

Between

THE PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

UPR ESTACION EXPERIEMENTAL AGRICOLA

THIS FIRST AMENDMENT is made as of _____, 2011 by and between **UPR ESTACION EXPERIMENTAL AGRICOLA**,

represented herein by its Acting Chancellor, Dr. Jorge Rivera Santos,

, who is the rebate recipient ("Rebate

Recipient"), and the **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY**, a instrumentality and public corporation of the Government of Puerto Rico represented herein by its Executive Director, José E. Basora Fagundo,

("AFI" for its Spanish acronym) (each

individually a "Party" and collectively the "Parties"). If an additional individual assists the Rebate Recipient with the Sun Energy Program requirements, she must also sign below to verify the accuracy of the information provided.

WITNESSETH:

WHEREAS, On May 13th, 2011, AFI and the Owner Recipient entered into Agreement Number 2011-000338 for a **Solar Energy System** at the following location, _____ ("Facility"), as described in the Application Documents, Project Number **S-2010-0017** ("the Project").

WHEREAS, AFI and the Owner Recipient execute this First Amendment to the Agreement to extend the duration of the rebate reservation by **Ninety (90) days**.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, AFI and the Owner Recipient hereby agree to the following:

TERMS AND CONDITIONS

FIRST: Section 2.3 of Article 2, is hereby amended to read as follows:

“Duration of the Rebate Reservation Notice. Notwithstanding the term of this Agreement, Rebate Recipient shall complete the Project, obtain applicable permits, interconnect the system (if applicable) and pass inspection within the period of **nine (9) months** from the postmarked date of the Rebate Reservation Notice Letter package, namely October 7th, 2010, as such period may be extended pursuant to the Regulation”.

SECOND: The payments under this agreement are budgeted and will be paid from ARRA Funds Energy, Account No. 251-0181-9.

THIRD: All other terms and conditions of the Agreement Number 2011-000338 executed by and between AFI and the Owner Recipient not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this First Amendment to Agreement as of the date and at the place first above written.

**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

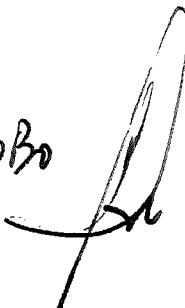
REBATE RECIPIENT(S)

By: _____
José E. Basora Fagundo
Executive Director

By: _____
Jorge Rivera Santos
Acting Chancellor

Reviewed by: _____
Attorney

Approved by: _____
Tania Vázquez Rivera, Esq.
Legal Director

UBA


AGREEMENT

2011-000338-B

Between

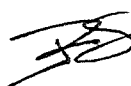
THE PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

and

UPR, ESTACION EXPERIMENTAL AGRICOLA

THIS SECOND AMENDMENT is made as of _____, 2011, by and between **UPR, ESTACION EXPERIMENTAL AGRICOLA**,

represented herein by its Acting Chancellor, Dr. Jorge Rivera Santos, of legal who is the rebate recipient ("Rebate Recipient"), Puerto Rico, who is the owner of the Facility ("Owner") and rebate recipient ("Rebate Recipient"), and the **PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY**, a instrumentality and public corporation of the Government of Puerto Rico represented herein by its Executive Director, José E. Basora Fagundo, ("AFI" for its

 Spanish acronym) (each individually a "Party" and collectively the "Parties"). If an additional individual assists the Rebate Recipient with the Sun Energy Program requirements, s/he must also sign below to verify the accuracy of the information provided.

WITNESSETH:

WHEREAS, On May 13th, 2011, AFI and the Owner Recipient entered into Agreement Number 2011-000338 for a Solar Energy System project at the following location, ("Facility"), as described in the Application Documents, Project Number **S-2010-0017** ("the Project").

WHEREAS, On July 11th, 2011 AFI and the Owner Recipient executed a First Amendment to the Agreement to extend the duration of the rebate reservation by Ninety (90) days.

WHEREAS, AFI and the Owner Recipient execute this Second Amendment to change the Agreement from a Rebate Agreement to a Grant Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, AFI and the Owner Recipient hereby agree to the following:

TERMS AND CONDITIONS

FIRST:The Agreement is hereby amended as a whole in order to have the word “**Rebate**” be replaced by the word “**Grant**” whenever it may appear in the Agreement:

SECOND:Section 1.1 of Article 1 of the Agreement is hereby amended to read as follows:

“Specific Terms. Capitalized terms (whether singular or plural) used in this Agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Regulation 7792.

 (a) “State Energy Program Grants Regulation” or the “Regulation” shall mean Regulation number 7792, approved by AFI for the implementation in Puerto Rico of the ARRA State Energy Program, as such regulation may be amended or superseded from time to time.

(b) “ARRA” shall mean the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009).

(c) “EAA” shall mean the Puerto Rico Energy Affairs Administration.

(d) “Indemnified Parties” shall mean: (i) the Commonwealth of Puerto Rico, the EAA and AFI; (ii) EAA’s and AFI’s officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.

(e) “Losses” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of

prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(f) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Project or is paid for in whole or in part using the Grant Payment.

(g) "SEP" shall mean the Puerto Rico State Energy Program approved by the U.S. Department of Energy and funded under ARRA.

(h) "Grant Payment" shall mean any and all funds allocated or disbursed to Grant Recipient under this Agreement."

THIRD: Section 3.3 of Article 3 of the Agreement is hereby amended to read as follows:

Rules. Grant Recipient acknowledges having read the Regulation. Grant Recipient acknowledges and agrees that the Regulation sets forth additional terms, conditions and requirements to be able to receive the Grant under this Agreement. The Parties agree to comply with, and be bound by all requirements in the Regulation and in the Application Documents as these documents may be modified from time to time, including, but not limited to: (a) the Regulation, (b) the conditions of the application process, including eligibility criteria and documentation required for issuance of Grant Payment; (c) installer qualification requirements; (d) equipment requirements; (e) permanency requirements; (f) measurement and evaluation requirements; (g) Project ownership and legal occupancy requirements; (h) standards of conduct; and (i) submission of electricity bills to AFI for six (6) months after receipt of the Grant Payment, among others. The requirements of the Regulation are incorporated herein by reference as though set forth in full in this Agreement."

FOURTH:Section 3.6 of Article 3 of the Agreement is hereby amended to read as follows:

“Disclosures. The Grant Recipient thereby authorizes AFI to share with, and request and receive from, the EAA, other entities of the Commonwealth of Puerto Rico and federal agencies, any and all information regarding Grant Recipient, including any information about the Facility, the Project and Grant Recipient, to confirm accuracy of information submitted in the Application Documents and to verify eligibility and truthfulness of information included therein, and/or to investigate or prosecute possible violations or civil or criminal Puerto Rico and United States laws. Disclosed information (other than personally identifiable information) may be posted in the Internet and published in any other media by the Government of the United States and the Government of Puerto Rico to comply with ARRA requirements.”

FIFTH:Section 3.8 of Article 3 of the Agreement is hereby amended to read as follows:

“No Endorsement by AFI. The Grant Recipient understands that AFI’s review of the Project and authorization for the Grant Payment shall not be construed as confirming or endorsing (i) the qualifications of any persons involved with the Project, including but not limited to the Project designers, installers or manufacturers; (ii) endorsing the Project’s design; or (iii) warranting the economic value, safety, durability or reliability of the Project. Grant Recipient shall not use AFI, EAA name, logo, trademark, trade name, identity, or affiliation for any reason or purpose, without prior written consent of AFI. If appropriate, Grant Recipient is encouraged to display the ARRA logo to inform the public that the project is ARRA funded.”

SIXTH: Section 5.2 of Article 5 of the Agreement is hereby amended to read as follows:

“Grant Payment. (a) The Grant Payment shall be made as follows:

- (i) 25% upon approval of the Grant Reservation Notice Letter;
- (ii) 50% upon completion of construction or installation of equipment; and
- (iii) 25% upon Grant Recipient submitting the interconnection agreement as per the terms of this agreement.

(b) AFI reserves the right to modify or to not pay the Grant Payment if the actual installation of the Project differs from the proposed installation approved in accordance with the Application Documents, if the Project fails inspection, if the Project is not installed within six (6) months of receipt by Grant Recipient of the Grant Reservation Notice Letter (or within such additional period approved by AFI pursuant to the Regulation), and/or if the documents submitted fail to meet the requirements of the Regulation or are found to be inaccurate, fraudulent or otherwise deceitful.”

SEVENTH: The payments under this agreement are budgeted and will be paid from ARRA Funds Energy, Account No. 251-0181-9.

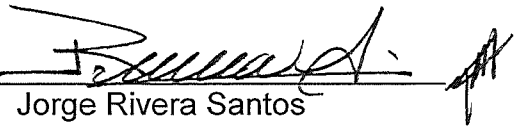
EIGHTH: All other terms and conditions of the Agreement Number **2011-000338** executed by and between AFI and the Owner Recipient not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this **Second Amendment** to Agreement as of the date and at the place first above written.

**PUERTO RICO INFRASTRUCTURE
FINANCING AUTHORITY**

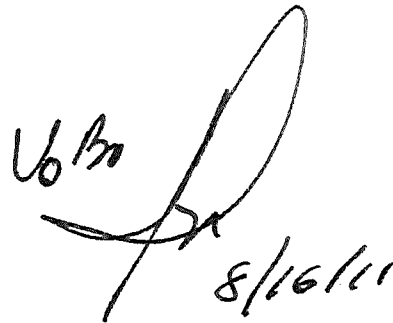
By: _____
José E. Basora Fagundo, PE

GRANT RECIPIENT(S):

By: 
Jorge Rivera Santos
Acting Chancellor

Reviewed by: _____
Attorney

Approved by: _____
Legal Director


8/16/11