

GOVERNMENT OF PUERTO RICO
DEPARTMENT OF STATE
AND
PUERTO RICO INFRASTRUCTURE FINANCING AUTHORITY

---**The Department of State of Puerto Rico**, a government entity with legal personality and existing under Article IV, Section 6 of the Constitution of the Commonwealth of Puerto Rico, employer social security 660-63-7290, represented in this act, Act No. 101 of July 12, 2002, by the Secretary of State, Hon. Kenneth D. McClintock, of legal age, married, executive and resident of San Juan, Puerto Rico, hereinafter called the "SUBRECIPIENT".-----

---**Puerto Rico Infrastructure Financing Authority**, a public corporation and instrumentality of the Commonwealth of Puerto Rico, constituting an independent corporate and politic entity, employer identification number 66-0480699, herein represented by its Executive Director, José E. Basora Fagundo, of legal age, married, Engineer, and resident of Trujillo Alto, Puerto Rico, duly authorized to execute this Amendment pursuant to Act Number 8 of March 9, 2009 and in accordance with Resolution of the Puerto Rico Infrastructure Financing Authority Board of Directors dated June 22, 2009, hereinafter called "PRIFA".-----

---Appearing parties agree to carry out the amendment being in full enjoyment of their civil rights have the legal capacity required for this amendment, freely and voluntarily :-----

-----**WITNESSETH**-----

---**ONE**: On April 29, 2011, the parties executed a contract in which PRIFA agreed to execute an energy efficiency project which includes the retrofitting the facilities of the Department of State in San Juan, Puerto Rico, and installing energy efficient air conditioning systems.-----

---**TWO**: The SUBRECIPIENT executed a contract with the Energy Affairs Administration ("EAA") as a sub-recipient under the Federal Economic Stimulus Act of 2009 (American Recovery and Reinvestment Act of 2009 and beyond "ARRA"). This contract allowed a transfer of \$600,000.00 to the SUBRECIPIENT for the purpose of replacing old equipment and replacing low efficiency equipment with new energy efficient equipment.-----

---**THREE**: The estimated cost to carry out the project was greater than the amount to be transferred by the EAA. Wherefore, on September 19, 2011, the EAA agreed to increase the amounts to be transferred to \$700,000.00 transferred in order to complete the project. The EAA also allowed the use of the funds until August 31, 2012. Funds were transferred from account number 256-0230000-0000-081-2011.-----

---**FOUR**: Accordingly, the Office of Management and Budget certified the availability and assigned the SUBRECIPIENT an additional \$138,452.00 to complete the Project, increasing the total funds available to \$838,452.00. Wherefore, the parties hereby agree to execute a second amendment to the contract in order to increase the limit of funds available to complete the Project accordingly.-----

---Wherefore, PRIFA and SUBRECIPIENT hereby agree:-----

-----**TERMS AND CONDITIONS**-----

---**FIRST**: The first "WHEREAS" of page 3, on the original contract, is hereby amended to read as follows:-----

"WHEREAS, pursuant to Agreement number 2011-132031-B, the Energy Affairs Administration awarded the SUBRECIPIENT the sum of \$700,000.00 under the Energy efficiency and Conservation Block Grant Program ("EECBG") which was authorized as a funding opportunity under the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Office of Management and Budget assigned \$138,452.00, for a total of Eight Hundred and Thirty-Eight Thousand Four Hundred Fifty-Two Dollars (\$838,452.00). SUBGRANTEE agrees to pay a first advance to PRIFA for work not yet done with funds available in the Department of State assigned to the project. The Department will pay PRIFA 40% (\$335,380.80) of the total funds in advance. When work covered by the advance is completed, the monthly and quarterly reports are prepared and the next 40% EECBG advance is

received, the Department will make a second advance of 40% (\$335,380.80) to PRIFA. After the work covered by the second advance is completed, the monthly and quarterly reports are prepared and the next EECBG advance is received, the Department will pay an advance of 10% (\$83,845.20) and then a final 10% (\$83,845.20) when the work is completed and the monthly and quarterly reports are prepared and accepted by SUBGRANTEE.-----

---**SECOND:** Article V Payments, page 7 Sections 5.1 y 5.4 are hereby amended to read as follows:-----

"5.1 The maximum amount of Payments under this Agreement shall not exceed Eight Hundred and Thirty-Eight Thousand Four Hundred Fifty-Two Dollars (\$838,452.00).-----"

"5.4 Payment made by SUBRECIPIENT under this Agreement are budgeted and will be paid from Account No. 141-023-0000-001-780-2012.-----"

---**THIRD:** All other terms and conditions of the Agreement Number 2011-000064 executed by and between parties no amended herein shall remain in full force and effect.-----

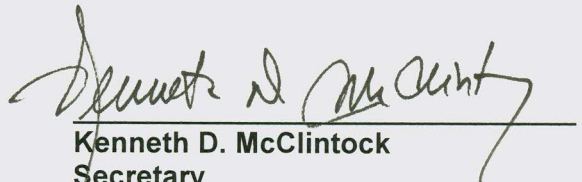
---**FOURTH:** This amendment shall take effect from the date of signature until August 31, 2012.-----

-----**EXECUTION**-----

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment to Agreement in San Juan, Puerto Rico on ~~March~~ ^{4th} April, 2012.-----



José E. Basora Fagundo
Executive Director
Puerto Rico Infrastructure Financing
Authority



Kenneth D. McClintock
Secretary
Department of State
Government of Puerto Rico