

COMMONWEALTH OF PUERTO RICO  
GENERAL SERVICES ADMINISTRATION  
SAN JUAN, PUERTO RICO

MAINTENANCE AGREEMENT

AGREEMENT ASG No. 2014-000036

THIS AGREEMENT is entered this 16th day of December, 2013, by and between **ECOLIFT CORPORATION**, a Puerto Rico corporation (hereinafter "**ECOLIFT**"), and the **GENERAL SERVICES ADMINISTRATION**, an agency of the Commonwealth of Puerto Rico, created and organized pursuant to Plan No. 3-2011 (hereinafter "**ASG**").

RECITALS

WHEREAS, ASG owns a fleet of aircraft, as described herein in Annex 1 (the "**Aircraft Fleet**");

WHEREAS, ASG leases the Aircraft Fleet to the Puerto Rico Police Department (hereinafter "**PRPD**") to be used in connection with its law enforcement mission;

WHEREAS, ASG desires to hire ECOLIFT to provide ASG certain maintenance, and other services related to the Aircraft Fleet;

WHEREAS, ECOLIFT is willing and able to provide to ASG and PRPD said services and perform such other services as described herein, subject to the terms and conditions contained herein; and

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Appointment of ECOLIFT.

1.1. ASG hereby appoints and hires ECOLIFT to perform the Services (as defined in Section 4 below) and ECOLIFT hereby accepts such engagement on the terms and conditions hereinafter provided.

1.2. Any services not included as part of the Services to be performed hereunder for the initial term of this Agreement shall be performed by ECOLIFT (the "**Additional Services**") and billed separately as provided in Section 3.2 below.

2. Term. Except as provided in Section 9 below, this Agreement shall remain in full force and effect from the date the PRPD accepts possession of the first aircraft of the Aircraft Fleet (the "**Execution Date**") until 6 months after the 7<sup>th</sup> anniversary of such Execution Date as it relates to the corresponding aircraft described below. This Agreement may be renewed, by written agreement between the parties hereto.

3. Fees.

- 3.1. In exchange for the Maintenance Services (as defined below), ASG shall pay to ECOLIFT the monthly fee opposite to each of the aircraft in the Active Aircraft Fleet described below (each, a "Basic Fee"). The effective date for the Maintenance Services to be provided to each aircraft in the Active Aircraft Fleet has been identified below (the "Effective Date").

Equipment Model	Serial Number	Registration	Effective Date
Bell 429	57160	N159PD	(To be agreed with PRPD)
Bell 429	57161	N168PD	(To be agreed with PRPD)
Bell 429	57163	N165PD	(To be agreed with PRPD)
Bell 407	54143	N149PD	(To be agreed with PRPD)

- 3.2. In exchange for the Maintenance Services, Client shall pay to ECOLIFT the monthly fee opposite to each of the aircraft in the Aircraft Fleet described below (each, a "Basic Fee").

Equipment Model	Basic Fee
Bell 429	\$25,000
Bell 429	\$25,000
Bell 429	\$25,000
Bell 407	\$19,750

Such payment shall be made monthly (with two months in arrears) on the last day of each month, commencing 30 days after the relevant Effective Date for each such aircraft in the Aircraft Fleet; provided, that the two pre-paid Basic Fees required hereunder shall be due and payable no later than 5 Business Days before the relevant Effective Date of each aircraft in the Aircraft Fleet (collectively, the "Pre-Paid Fees").

- 3.3. In compliance with Regulation 31 of the Puerto Rico Treasury Department, Central Government Accounting Area, ECOLIFT will obtain a performance bond in favor of ASG and maintain such bond for the duration of the Term to secure that the Pre-Paid Fees will be used to secure payments for Maintenance Services to be provided by ECOLIFT in accordance with this Agreement. The performance bond shall be obtained on or before the date in which ASG delivers each of the Pre-Paid Fees. The amount secured by the performance bond will be equal to the Pre-Paid Fees required to be paid by ASG under Section 3.2.

- 3.4. Additional parts and materials required for Additional Services shall be billed by ECOLIFT monthly and shall be payable by ASG within 15 days after receipt thereof. In the case of Additional Services, ECOLIFT will deliver an initial cost and time estimate to PRPD and ASG (each, an "Initial Estimate"). An Initial Estimate will be achieved based on the predetermined necessities and technical requirements discussed with PRPD and ASG for each aircraft forming part of the Aircraft Fleet. After the disassembly and respective inspections for

each project, the Initial Estimate for such project may be modified as a result of (i) additional material or labor requirements identified by ECOLIFT resulting from hidden damages, or (ii) additional alterations of technical nature required by PRPD, the aircraft manufacturers or the Federal Aviation Agency ("FAA")(each, a "Final Estimate"). The Final Estimate must be approved in writing by PRPD and ASG before such additional work is performed. Each Final Estimate shall include a statement of work or work package, which will describe the exact nature of the services to be performed. The work package will contain at a minimum: the tally sheets summarizing the work package and electronic copies of the individual maintenance job/task cards and any applicable engineer orders, airworthiness directives and/or services bulletins.

- 3.5. The parties hereto acknowledge that for each aircraft forming part of the Aircraft Fleet the portion of the Basic Fee attributable to Scheduled Maintenance was calculated on the basis of 500 hours of flight for each year during the term of this Agreement. Therefore, ASG acknowledges that all Scheduled Maintenance performed after the applicable aircraft has flown more than 500 hours per year during the term of this Agreement shall be considered as Additional Services and separately billed as provided in Section 3.2 above.
- 3.6. All services covered by the Agreement shall be performed, inspected and certified by ECOLIFT in strict accordance with every and all applicable United States federal laws, rules and regulations and manufacturer's recommendations.
- 3.7. Each invoice submitted by ECOLIFT to ASG for the Services provided hereunder will include a report with a detailed summary of the services rendered or to be rendered and the following certification, in addition to the itemization of the materials and labor to be incurred in connection with the Services:

*"Under penalty of absolute nullity, I hereby certify that no employee, official, or directive of GENERAL SERVICES ADMINISTRATION is a party to or has any interest in the profits or benefits to be obtained under this Agreement, or if any employee, official, or directive of GENERAL SERVICES ADMINISTRATION has any interest in the profits or benefits under this contract, a waiver has been previously obtained. I also certify that the only consideration to provide the services under this Agreement is the payment agreed with the GENERAL SERVICES ADMINISTRATION's authorized representative. The total amount of this invoice is total and correct. The services are been provided and no payment has been received for said services."*

- 3.8. Notwithstanding anything provided under this Agreement, ECOLIFT recognizes and accepts that ASG will charge a special contribution of 1.5% of the total amount payable to ECOLIFT in connection with the labor portion of the fees charged in connection with the Services provided hereunder, in compliance with Act 48-2013 and with the Administrative Determination Number 13-14, each time Client makes a payment to ECOLIFT.

4. The Maintenance Services and the Additional Services.

- 4.1. General Maintenance. ECOLIFT shall perform the following "Maintenance Services" on each aircraft forming part of the Aircraft Fleet (collectively, "General Maintenance"):

Scope of Service	Frequency
Pre-flight inspections	Daily or as required
Engine compressor rinse as required by flight schedule	Daily or as required
Interior and exterior cleaning	Daily or as required
Detailing	Once a month

Except as set forth in Section 4.3, General Maintenance shall include 100% labor and parts and materials with an aggregate cost up to \$500 per project or maintenance task per aircraft. As used herein, "Business Day" means any day that is not a Saturday, Sunday or legal holiday in the Commonwealth of Puerto Rico.

General Maintenance shall be performed by ECOLIFT on the site or sites where PRPD usually stores each aircraft in the Aircraft Fleet (each, a "Storage Facility"). For such purpose, PRPD shall provide ECOLIFT with a work area within each Storage Facility (each a "General Maintenance Area") so that ECOLIFT's personnel can perform General Maintenance Services for each aircraft and store necessary equipment and tools for such purposes (the "General Maintenance Tools").

- 4.2. Schedule Maintenance and Inspection. ECOLIFT shall perform the following "Maintenance Services" on each aircraft in the Aircraft Fleet, as necessary (collectively "Scheduled Maintenance"): (i) scheduled maintenance and inspections required by manufacturers as set forth in the applicable manufacturers' manuals (BELL, Pratt & Whitney and Rolls Royce engines), as the same are updated from time to time, (ii) computerized component time control, and (iii) M/R and T/R vibration control program – RADS-AT. Except as set forth in Section 4.3, Scheduled Maintenance shall include costs for all consumables and labor related to maintenance that is standard at every event and schedule to be performed according to the manufacturers or the FAA but shall exclude the aggregate cost of all parts and materials in excess of \$500 per maintenance event per aircraft. Scheduled Maintenance shall also exclude all costs and expenses related to Technical Mandatory Bulletins and FAA Directives (AD Notes) set forth in the current maintenance publications, as amended from time to time, Scheduled Component Overhauls or retirement, repairs or replacements that are not scheduled or that ECOLIFT determines to perform based on an inspection that is part of Scheduled Maintenance, or excess wear and tear, premature malfunctions or discrepancies outside the context of scheduled work. ECOLIFT shall coordinate with each of the manufacturers any claim filed requesting coverage under a warranty in connection with the reparation or replacement of parts and/or materials covered by such warranty. All documents related to the warranties of the

aircrafts in the Aircraft Fleet and of all equipment installed to them shall be incorporated by reference to this Agreement.

- 4.3. Additional Services. Any services not included in the "Maintenance Services" and not covered by the warranty of the aircraft shall be deemed "**Additional Services**". Additional Services shall include, without limitation: (i) all Scheduled Maintenance related to flight hours in excess of 500 per year; (ii) all fuel supplied; (iii) ECOLIFT's hourly rate for any work performed at the request of PRPD outside of ECOLIFT's regular working hours; (iv) parts and materials (including those related to General Maintenance which aggregate price exceeds \$500 FOB origin); (v) all work pertaining to avionics and mission equipment including, radios, and navigation equipment; (vi) all services rendered outside ECOLIFT's facilities located at South Ramp, Isla Grande Airport, San Juan, Puerto Rico (the "Facilities"), or the Maintenance Area within each Storage Facility; (vii) all labor or outside services -including parts used in the context of those services - pertaining to unscheduled maintenance, discrepancies or malfunctions, scheduled overhauls, manufacturers bulletins and/or FAA Airworthiness Directives or Customer special requests for work or modifications to the aircraft or its systems. As used herein, "regular working hours" shall mean from 8 AM to 5 PM on any Business Day.
5. Warranty. ECOLIFT represents and warrants that it is an authorized Bell Helicopter and an approved FAA Repair Station #EOFR-278Y service provider and agrees to use its commercially reasonable efforts to maintain such authorization throughout the term of this Agreement. ECOLIFT warrants that the work is to be performed in a workmanlike manner using prudent industry practices or standards and shall meet applicable FAA regulations, standard and guidelines.
6. Inspection. ASG and/or PRPD shall be afforded, immediately upon request and even in the event that short notice is provided to ECOLIFT, an opportunity for inspection of the work performed and of the materials and parts obtained by ECOLIFT without any kind of restrictions, except for applicable security measures. Notwithstanding the foregoing, inspections by ASG and or/ PRPD shall be performed during Business Days and regular working hours, except if otherwise agreed by ECOLIFT. ECOLIFT shall promptly notify PRPD on completion of the Scheduled Maintenance or Additional Service on an aircraft forming part of the Aircraft Fleet. PRPD shall have a period of 10 Business Days after the receipt of the notice within which to accept or reject the work. If PRPD rejects the work, ASG and/or PRPD shall deliver to ECOLIFT a written statement of such rejection. ASG and/or PRPD's failure to deliver a written statement of rejection within said 10 Business Day period shall constitute acceptance of the work.
7. Employees. All employees of ECOLIFT rendering Services hereunder shall at all times be deemed exclusively employed by ECOLIFT, and none of such employees shall be deemed employees of ASG.
8. Insurance and Indemnity.
- 8.1. General Liability. ASG shall maintain during the term of this Agreement general liability aircraft insurance with respect to the Aircraft and the actions of ASG or any of its agents, contractors, servants, employees, officers, directors,

licensees or invitees with one or more insurance companies licensed to do business in the Commonwealth of Puerto Rico with a Best Insurance Report rating of at least "A" (Excellent) with a single limit of not less than \$10,000,000. ASG shall also ensure that PRPD maintains during the term of this Agreement general liability aircraft insurance with respect to the Storage Facilities and the actions of PRPD or any of its agents, contractors, servants, employees, officers, directors, licensees or invitees with one or more insurance companies licensed to do business in the Commonwealth of Puerto Rico with a Best Insurance Report rating of at least "A" (Excellent) with a single limit of not less than \$10,000,000. Such policies shall include ECOLIFT as additional insured. ASG shall deliver certificates of such insurance to ECOLIFT at the beginning of the term of this Agreement and thereafter not less than 10 days prior to the expiration of any such policy. Such policies shall contain a provision that such insurance is non-cancelable without 30 days' written notice to ECOLIFT. ECOLIFT shall maintain general liability aircraft insurance with respect to the Facilities with one or more insurance companies licensed to do business in the Commonwealth of Puerto Rico with a Best Insurance Report rating of at least "A" (Excellent) with a single limit of not less than \$10,000,000. Such policy or policies shall include ASG and PRPD as an additional insured. ECOLIFT shall deliver certificates of such insurance to ECOLIFT at the beginning of the term of this Agreement and thereafter not less than 10 days prior to the expiration of any such policy. Such policy or policies shall contain a provision that such insurance is non-cancelable without 30 days' written notice to ASG and PRPD.

8.2. Property Insurance. During the term of this Agreement, ASG shall keep or cause to be kept the Aircraft Insured, against loss or damage by fire, casualty, collision and customary extended coverage perils in amount sufficient to avoid the effect of the co-insurance provisions of the applicable policies.

8.3. Waiver of Subrogation. ASG and ECOLIFT shall each cause all policies of insurance required to be maintained hereunder, to contain provisions that the insurance shall not be invalidated by each releasing the other of liability if such a provision is obtainable with an additional premium therefore and the released party elects to pay and does pay such additional premium. If such provision is contained in such policies and is in force, ECOLIFT and ASG shall each be deemed to have released the other for damage normally covered by such insurance.

8.4. Indemnification by ECOLIFT. ECOLIFT shall indemnify and hold harmless ASG against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses (including court costs and reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against ASG by reason of the occurrence of any of the following (unless same arises as the result, in whole or in part, of the actions or negligence of ASG or of any of their agents, contractors, servants, employees, officers, directors, licensees or invitees): (i) any negligence on the part of ECOLIFT or any of its agents, contractors, servants, employees, officers, directors, licensees or invites; and (ii) any accident, injury (including death) or damage to any person or property occurring in the Facilities. Notwithstanding the foregoing, ECOLIFT will not be liable to ASG for any loss sustained as consequence of theft, vandalism, or mischief, or as a consequence of the criminal act of any third person.

ASG shall promptly notify ECOLIFT of any claim asserted against ASG for which ASG shall expect indemnification under this Agreement and shall promptly deliver to ECOLIFT the original or a true copy of any summons or other process, pleading, or notice issued in any suit or other proceeding to assert or enforce any such claim. ECOLIFT shall have the right to defend any such suit with attorneys of its own selection. The obligations of ASG under this Section 8.4 shall survive the expiration or determination of this Agreement.

- 8.5. Indemnification by ASG. ASG shall indemnify and hold harmless ECOLIFT against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses (including court costs and reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against ECOLIFT by reason of the occurrence of any of the following (unless same arises as the result of ECOLIFT's sole negligence): (i) the use of an aircraft included in the Aircraft Fleet by ASG, PRPD or any of their respective agents, contractors, servants, employees, officers, directors, licensees or invitees; (ii) any negligence on the part of ASG, PRPD or any of their respective agents, contractors, servants, employees, officers, directors, licensees or invitees; and (iii) any accident, injury (including death) or damage to any person or property occurring in the Maintenance Area of any of the Storage Facilities. Notwithstanding the foregoing, ASG will not be liable to ECOLIFT for any loss sustained as a consequence of theft, vandalism, or mischief, or as a consequence of the criminal act of any third person, except if such loss is related to General Maintenance Tools stored in any of PRPD's Storage Facilities.

ECOLIFT shall promptly notify ASG of any claim asserted against ECOLIFT for which ECOLIFT shall expect indemnification under this Agreement and shall promptly deliver to ASG the original or a true copy of any summons or other process, pleading, or notice issued in any suit or other proceeding to assert or enforce any such claim. ASG shall have the right to defend any such suit with attorneys of its own selection. The obligations of ASG under this Section 8.5 shall survive the expiration or termination of this Agreement.

## 9. Defaults; Terminations

- 9.1. ECOLIFT's Defaults. The following shall constitute an event of default with respect to ECOLIFT hereunder: If ECOLIFT shall fail to observe or perform any covenant, condition or agreement under this Agreement, and such failure shall continue for a period of 10 Business Days after receipt by ECOLIFT of notice from ASG specifying in detail the nature of such failure (provided, however, that if such default cannot be cured within said 10 Business Days, ECOLIFT shall not be in default if it commences such cure within said 10 Business Days and diligently proceeds to cure same; provided further, that if any such default is not cured within 180 days after ECOLIFT proceeds to cure the same, ECOLIFT shall then be deemed in default). If an event of default occurs with respect to ECOLIFT: (i) ASG may proceed as it deems advisable, at law or in equity, to enforce the provisions of this Agreement; (ii) ASG may, with 30 days prior notice to ECOLIFT, terminate this Agreement on a date specified in the notice, and this Agreement shall terminate on the date so specified. Notwithstanding

such termination, ECOLIFT's liability for its failure to comply with any provisions of this Agreement shall continue.

9.2. ASG's Defaults. The following shall constitute an event of default with respect to ASG hereunder: (a) if ASG shall fail to pay any installment of Basic Fee or any other amount to be paid by ASG under this Agreement for 10 Business Days following ECOLIFT's notice that the same is then due and payable; or (b) if ASG shall fail to observe or perform any other covenant, condition or agreement under this Agreement, and such failure shall continue for a period of 10 Business Days after receipt by ASG of notice from ECOLIFT specifying in detail the nature of such failure (provided, however, that if such default cannot be cured within said 10 Business Days, ASG shall not be in default if it commences such cure within said 10 Business Days and diligently proceeds to cure same; provided further, that if any such default under paragraph (b) of this Section 9.2 is not cured within 180 days after ASG proceeds to cure the same, ASG shall then be deemed in default). If an event of default occurs with respect to ASG: (i) ECOLIFT may proceed as it deems advisable, at law or in equity, to enforce the provisions of this Agreement, and/or (ii) ECOLIFT may refuse to provide any Service or Additional Service, and/or (iii) ECOLIFT may, with 30 days prior notice to ASG, terminate this Agreement on a date so specified. Notwithstanding such termination, ASG's liability for its failure to comply with any provisions of this Agreement shall continue.

9.3. ASG shall have the right to terminate this Agreement upon 30 days advance written notice to ECOLIFT without expression as to cause, including, without limitation, for reason of budgetary restraints affecting ASG during future fiscal years. In the event ASG terminates the Agreement under this Section 9.3, ECOLIFT will provide ASG with a closing statement which shall include all obligations reasonably accrued by ECOLIFT before the effective termination date for the Agreement. After ECOLIFT and ASG agree upon the closing statement, ECOLIFT will send an invoice to ASG and such invoice shall be payable by ASG within 15 days after receipt thereof.

9.4. If ECOLIFT loses any of its certifications as an authorized Bell Helicopter or as an approved FAA Repair Station #EOFR-278Y service provider, and continues without such certification for a period of 15 days, ASG will have the absolute right to terminate this agreement immediately, without the written notice required under Section 9.3.

## 10. Notices.

10.1. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing (including fax communication) and shall be (as elected by the person giving notice) hand delivered by messenger or courier service (including overnight delivery), telecopied or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:



If to ECOLIFT at:

**Physical address: (by overnight delivery only)**

Isla Grande Airport  
South Ramp  
Lot 2A  
San Juan, PR 00907

**Mailing Address: (by registered or certified mail)**

PO Box 9477  
San Juan, PR 00908

Attention: Ernesto Di Gregorio  
Fax Number: (787) 723-4774

If to ASG at:

**Physical address:**

Barbosa Ave.,  
Esquina Quisqueya  
San Juan, PR 00919

**Mailing address:**

PO Box 195568  
San Juan, PR 00919-5568

Attention: Administrator  
Fax Number: (787) 753-6160

10.2. Each such notice shall be delivered and received (i) on the date delivered if by personal delivery or courier, (ii) on the date of transmission with confirmation if by fax, and (iii) if mailed, on the date upon which the return receipt is signed of delivery is refused of the notice is designated by the postal authorities as not deliverable, as the case may be.

10.3. By giving to the other parties at least thirty (30) days' written notice thereof, any party shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses.

11. Assignment and Subcontract. ECOLIFT may not assign, transfer or subcontract the Maintenance Services under this Agreement or any interest therein to a third party without the prior written consent of ASG, which consent may not be unreasonably withheld.

12. Independent Contractor. Notwithstanding anything herein to the contrary, ECOLIFT shall be at all times during the term of this Agreement, an independent contractor.

13. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by an interpreted in accordance with the laws of the Commonwealth of Puerto Rico. The parties herein agree to submit to the jurisdiction of the courts of the Commonwealth of Puerto Rico if any legal action or proceedings with respect to this Agreement arise, who shall have the jurisdiction and the competence of the matter in controversy. By execution of this Agreement, each of the parties hereto hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid forum.
14. Validity of Provisions and Severability. If any provision of this Agreement is or becomes of is deemed to be invalid, illegal, or unenforceable in any jurisdiction (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and altering the intention of the parties, it will be deemed stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force an effect.
15. Impossibility of Performance; Damages.
- 15.1. ECOLIFT shall be absolved from its obligations under this Agreement in the event and to the extent that performance thereof is delayed or prevented by any cause reasonably beyond ECOLIFT's control, whether foreseen or unforeseen, including, but not limited to, force majeure, acts of God, fire, perils of the sea, acts of enemies of the United States, restraint of prices, war, insurrection, strikes, or other differences with workers, interference of civil or military authority, delays in shipping or unavailability of parts or materials, total or partial exhaustion or stopping or petroleum wells, unavailability of fuel, and voluntary or involuntary request, or recommendation of any governmental agency or authority.
- 15.2. ECOLIFT shall not be liable under or pursuant to the Agreement for special, incidental, exemplary, punitive or consequential damages, including without limitation those resulting from the loss of use of the Aircraft.
16. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior oral or written agreements. This Agreement may not be modified except by a writing signed by authorized representatives of the parties hereto.
17. Miscellaneous.
- 17.1. Certifications.
- 17.1.1. ECOLIFT has delivered to ASG the following certificates and documents:
- 17.1.1.1. Certificate issued by the Puerto Rico Department of the Treasury, stating that ECOLIFT has filed its income tax returns during the five (5) years prior to the date hereof.

17.1.1.2. Certificate from the Puerto Rico Department of the Treasury and of the Municipal Tax Office (known by its Spanish acronym, CRIM) stating that no taxes are owed.

17.1.1.3. Certificates stating compliance with the Department of Labor for Unemployment Insurance, and Temporary Disability Insurance (SINOT) fees; and with the Department of Families – Child Support Administration (known by its Spanish acronym, ASUME).

17.1.1.4. Certificate of good standing of the corporation from the Puerto Rico Department of State stating that ECOLIFT has complied with the requisite of filing annual reports as required by the General Corporations Act.

17.1.1.5. Eligibility Certificate issued by the General Services Administration stating that ECOLIFT is in the Bidders Registry of the Government of Puerto Rico.

17.1.2. ECOLIFT is responsible for and will certify that all corresponding payments are made to the Federal Social Security and the Income Tax Division of Puerto Rico Department of the Treasury for any taxable amount resulting from the income earned under this Agreement. ASG will notify the Puerto Rico Income Tax Division about the payments and reimbursements made to ECOLIFT.

## 17.2. Representations And Warranties.

17.2.1. To the best of ECOLIFT's knowledge, none of its officers or employees, or members of their immediate family, as these are defined in the Commonwealth of Puerto Rico's Government Ethics Act ("Ley de Ética Gubernamental"), has or has had, during the four year period to assuming his/her present position, any direct or indirect financial interest in this Agreement, and that they have no knowledge of any employee of the Government of the Commonwealth of Puerto Rico that may be part of or have any participation in the profits or benefits of this Agreement.

17.2.2. To the best of ECOLIFT's knowledge, none of its officers or management level employees of ECOLIFT, or members of their immediate families, has acted as a public officer or employee of the government of Puerto Rico during the four year previous to the date hereof.

17.2.3. ECOLIFT certifies and guarantees that at the execution of this Agreement, ECOLIFT has not been convicted, has not admitted culpability, nor has knowledge of being subject of any investigation in a criminal procedure in a Commonwealth, 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, including, but



not limited to, misappropriation of public funds, as defined in the Criminal Code.

It is expressly acknowledged that this certification and the sworn statement submitted by ECOLIFT as to such regards are an essential condition of this Agreement. If the certification or sworn statement is not correct in its entirety or in any of its parts, is incorrect, intentionally misleading, or the related certifications altered or forged, it shall constitute sufficient cause for ASG to terminate this Agreement immediately, without prior notice, and ECOLIFT will have to reimburse to ASG any amount of money received under this Agreement. This Agreement will be immediately terminated if ECOLIFT is convicted of the abovementioned crimes during the term of this Agreement.

If the status of ECOLIFT with regards to the charges previously mentioned changes at any time during the term of this Agreement, the affected Party shall notify ASG or upon becoming aware of any of the conditions above mentioned (investigation has been instituted or an accusation or conviction has been filed against, or admitted by, ECOLIFT) with respect to the crimes listed in Act No. 428-2004. Failure to comply with this responsibility constitutes a violation of this Section and shall result in the remedies mentioned previously.

17.2.4. Where applicable, ECOLIFT recognizes that while performing its professional obligations pursuant to this Agreement it has a professional duty towards ASG not to have adverse interests with regard to ASG. This duty includes the obligation to disclose to ASG the nature and circumstances of its relationship with clients and other third persons that may have conflicts of interest materially adverse to ASG at the time of executing this Agreement or during its term.

17.2.5. ECOLIFT warrants that it will abide with the applicable dispositions of both the Commonwealth of Puerto Rico's Government Ethics Act ("Ley de Ética Gubernamental"), Act No. 1-2012, and the Contractor's Ethics Code ("Código de Ética de los Contratistas"), contained in Act No. 84-2002.

17.3. No Agency. ECOLIFT status shall be that of an independent contractor and shall in no event be considered an agent or employee of ASG. ECOLIFT is not authorized to, and shall not, enter into any agreement or commitment on behalf of ASG. Should ECOLIFT enter into any such agreement or commitment on behalf of ASG, any such agreement or commitment shall be without effect and be null and void with respect to ASG.

17.4. Retention of Working Papers. All working papers related to this Agreement shall be retained by ECOLIFT for a period of not less than six (6) years. In the event that either the Office of the Controller of the Commonwealth of Puerto Rico may be conducting an audit or investigation (the existence of which shall be notified by ASG to ECOLIFT in writing) in connection to the present Agreement, ECOLIFT shall retain the working papers available for inspection to authorized representatives of ASG, the Office of the Controller of the

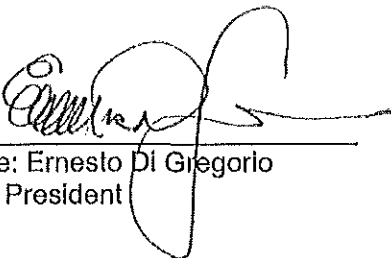
Commonwealth of Puerto Rico, and any Commonwealth or Federal agency involved in the review of transactions audited by ECOLIFT, provided that such access to the working papers is requested and authorized in writing by ASG.

- 17.5. Registry in the Comptroller's Office. No service or payment under this Agreement shall be required until this Agreement has been filed in the Comptroller's Office, according to Law No. 18 of October 30, 1975. ASG shall be responsible for filing this Agreement with the Comptroller's Office to ensure ASG complies with the payment terms in this Agreement.

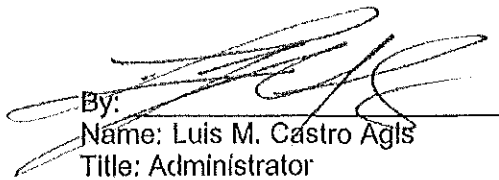
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**ECOLIFT CORPORATION**

By:   
Name: Ernesto Di Gregorio  
Title: President

**GENERAL SERVICES ADMINISTRATION**

By:   
Name: Luis M. Castro Agis  
Title: Administrator

**ACKNOWLEDGED & AGREED BY:**

**PUERTO RICO POLICE DEPARTMENT**

By: \_\_\_\_\_  
Name:  
Title:

**ANNEX 1  
AIRCRAFT FLEET**

Equipment Model	Serial Number	Year
Bell 429	57160	2013
Bell 429	57161	2013
Bell 429	57163	2013
Bell 407	54143	2013

