Rider to General Agreement of Indemnity

TRAVELERS CASUALTY AND SURERY COMPANY OF AMERICA
Hartford, Connecticut 06183

This Rider is hereby incorporated into the General Agreement of Indemnity executed by Oscar Ivan Rivera Rivera, Cristina Maria Soto Benitez, Omega Engineering, LLC, and Ridgetop Development, Inc. in favor of Travelers Casualty and Surety Company of America, St. Paul Fire and Marine Insurance Company, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities’ successors or assigns, hereinafter referred to, individually and/or collectively, as “Company,” and dated October 14, 2010 (as amended by this Rider, the “Agreement”).

1. PR Solutions S.A. and Omega Engineering Inc. (hereinafter referred to individually and collectively as the “Undersigned”) shall become additional Indemnitors to the Agreement bound by all of the terms and conditions of the Agreement. The Undersigned agree that all capitalized terms used in this Rider but not defined herein are used with the meanings given therein in the Agreement.

2. The Undersigned acknowledge they have read the Agreement carefully. There are no separate agreements or understandings which in any way lessen the obligations as set forth in the Agreement. The Undersigned have a substantial, material and beneficial interest: (a) in the obtaining of Bonds by any of the Indemnitors; and (b) in the transaction(s) for which any other Indemnitor has applied or will apply to Company for Bonds pursuant to the Agreement. The Undersigned have the full power and authority to execute, deliver and perform the Agreement and to carry out the obligations stated therein. The Undersigned further acknowledge and agree that: (x) the execution, delivery and performance of the Agreement; (y) the compliance with the terms and provisions thereof; and (z) the carrying out of the obligations contemplated therein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of the Undersigned, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against the Undersigned, or any other agreement binding upon the Undersigned, or constitute a default thereunder.

3. The Undersigned shall hereinafter be referred to as Indemnitors.

4. Indemnitors agree and understand that in the Agreement, the following provisions are added:

   20. Choice of Law and Venue: Notwithstanding anything to the contrary herein:
   (a) Indemnitors agree that, with respect to PR Solutions S.A. and Omega Engineering Inc., this Agreement and all matters arising from or related to the relationship between PR Solutions S.A. and/or Omega Engineering Inc. and Company shall be governed and construed in accordance with the laws of Puerto Rico, but not including any conflicts of law rule that would negate the parties’ intended choice that the substantive law of Puerto Rico shall govern all aspects of such matter. To the extent any provisions of the laws, codes, statutes, precedents, or regulations of the Republic of Panama would provide any defense to enforcement of any of the terms of this Agreement, the Indemnitors expressly waive, forbear any reliance upon, and agree not to assert any such provisions; provided, however, that this shall not apply to those laws, codes, statutes, precedents, or regulations of the Republic of Panama which have mandatory application.

   (b) PR Solutions S.A. and Omega Engineering Inc. irrevocably and unconditionally consent to the jurisdiction of the local, state and federal courts of Puerto Rico and agree not to assert any claim that they are not subject to the jurisdiction of any such court, that such proceeding is brought in an inconvenient forum or that the venue of such proceeding is improper. PR Solutions S.A. and Omega Engineering Inc. further consent to the jurisdiction of any competent court for confirmation or enforcement of any judgment or award.

   (g) Indemnitors further agree that, at the sole discretion of Company, the final and unappealable remedy for any dispute between Company and PR Solutions S.A. and/or Omega Engineering Inc. related to the validity, termination, enforcement, or interpretation of this Agreement, or to any aspect of the relationship between Company and PR Solutions S.A. and/or Omega Engineering Inc. (whether under statute, tort, contract, equity, or otherwise) shall be binding arbitration with three arbitrators, conducted in English, in New York City, New York, U.S.A., administered by the International Chamber of Commerce (“ICC”), using its rules for international disputes, except that: (1) the party demanding arbitration shall name an independent arbitrator with its demand for arbitration; (2) the responding party shall answer the demand and name an independent arbitrator within ten (10) days of receiving the demand for arbitration, or shall by its failure to do so consent to the ICC’s appointment within twenty (20) days of an arbitrator for the responding party; (3) the two such named arbitrators shall name a third as chair by agreement within twenty (20) days thereafter or shall refer the naming of a chair to the ICC for administration solely of that issue and of any issue concerning disqualification of, replacement of, or failure to name any arbitrator; (4) the panel shall meet as a panel within sixty (60) days of the demand for arbitration to conduct a preliminary conference on the schedule and content of the proceedings, and shall determine all other timing and procedural aspects of the proceedings, except that a final decision must be rendered within one hundred and eighty (180) days of receiving the demand for arbitration. Specific performance of the obligation to deposit collateral security immediately upon Company’s posting of a reserve shall be granted by the panel without regard to the legal or equitable characterization of the relief requested, the adequacy of later indemnity damages, or the existence of any alleged counterclaim, setoff, or defense in favor of PR Solutions S.A. and/or Omega Engineering Inc. on Company’s claim to indemnity. Resolution, by decision or award, of any such request for specific performance or other interim relief shall occur within sixty (60) days of such request. PR Solutions S.A. and Omega Engineering Inc. shall collectively be treated as one party for purposes of the arbitration, and hereby agree to abide by the designations, actions, and omissions of PR Solutions S.A., who shall be deemed their agent for all purposes, including that Indemnitor’s selection or failure to select an
arbitrator and that Indemnitor’s conduct of the arbitration proceedings. The parties consent to the jurisdiction of any competent court for confirmation or enforcement of any arbitral award.

21. Payments: All payments to Company pursuant to this Agreement shall be in United States Dollars and each Indemnitor shall obtain such authorizations and approvals as are necessary to transfer money outside of its country to the United States of America when necessary to fulfill its payment obligations pursuant to this Agreement.

22. Execution and Delivery: This Agreement is deemed to have been executed and delivered in Puerto Rico, regardless of place of signing or receipt.

23. Language: The controlling language of this Agreement is English.

5. This Rider shall be governed by the terms and conditions of the Agreement.

6. All capitalized terms used in this Rider but not defined herein are used with the meanings given them in the Agreement.

7. This Rider shall not relieve, reduce, diminish or lessen the obligations of any Indemnitor (including the Undersigned) from any obligations set forth in the Agreement nor shall this Rider limit Company’s rights and/or remedies under the Agreement.

8. This Rider is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Company, whether now existing or entered into hereafter.

If Indemnitor an Individual, sign below:

Indemnitor – Individual (signature) 08/25/2011
Oscar Ivan Rivera
Indemnitor – Individual (print or type)

ACKNOWLEDGEMENT

STATE OF Puerto Rico

On this 24th day of August, 2011, before me personally appeared Oscar Ivan Rivera of the address shown above, known or proven to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Aff. 4,708
Carlos Manuel Rivera Corujo
abogado notario

Indemnitor – Individual (signature) 08/25/2011
Cristina Maria Soto Benitez
Indemnitor – Individual (print or type)

ACKNOWLEDGEMENT

STATE OF Puerto Rico

On this 24th day of August, 2011, before me personally appeared Cristina Maria Soto Benitez of the address shown above, known or proven to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Carlos Manuel Rivera Corujo
abogado notario
If Indemnitor a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability corporation the manager or member(s) should sign on behalf of the LLC, or 3) a partnership the partner(s) should sign on behalf of the partnership. Two signatures are required for all entities and all signatures must be notarized and dated. Please provide the entity's federal tax identification number on the line provided.

Each of the undersigned hereby affirms to Company as follows: I am a duly authorized official of the business entity Indemnitor on whose behalf I am executing this Rider. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Rider and that the individuals executing this Rider on behalf of such entity are duly authorized to do so.

PR Solutions S.A.
(Indemnitor Name)
1800220-1-705171 27
(Federal Tax ID)

(First Signature)
(Seal)
(Print or Type Name and Title) (Date)

(Second Signature)
(Print or Type Name and Title) (Date)

Omega Engineering Inc.
(Indemnitor Name)
1672002-1-679896 11
(Tax ID)

(First Signature)
(Print or Type Name and Title) (Date)

(Seal)
(Second Signature)
(Print or Type Name and Title) (Date)

[Notary Public]
(Commission expires)

Rider to GAI - Additional Indemnitor & International Clauses (Panama)
On this 24th day of August 2011, before me personally appeared Oscar I. Rivera, known or proven to me to be the President of the entity executing the foregoing instrument ("Entity") and Roberto Lopez, known or proven to me to be the Treasurer of the Entity, and they acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Entity and that it was affixed and that they executed said instrument by authority of the Entity. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Travelers Casualty and Surety Company of America hereby acknowledges receipt of this Rider and consents to its execution.

Travelers Casualty and Surety Company of America

By (Signature of Authorized Employee)

(Print or Type Name and Title)

(Address)