



AMENDMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)

AMENDMENT A TO THE SUBRECIPIENT AGREEMENT BETWEEN THE PUERTO RICO DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT VENTURE CAPITAL ALLIANCE 2022-DR0092A



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This **AMENDMENT A TO THE SUBRECIPIENT AGREEMENT** (hereinafter, "**AMENDMENT A**") is entered into this 4 day of October, 2022, by and between the **PUERTO RICO DEPARTMENT OF HOUSING** ("**PRDOH**"), a public agency of the Government of Puerto Rico created under Act No. 97, of June 10, 1972, as amended, 3 LPR § 441 *et seq.*, known as the "**Department of Housing Organic Act**" ("**Organic Act**"), with principal offices at 606 Barbosa Ave., San Juan, Puerto Rico, represented herein by its Secretary, Hon. William O. Rodríguez Rodríguez, of legal age, attorney, single, and resident of San Juan, Puerto Rico; and the **COMMUNITY DEVELOPMENT VENTURE CAPITAL ALLIANCE** ("**Subrecipient**"), a nonprofit corporation, with principal offices at 475 Riverside Drive Suite 1264, New York, NY, Puerto Rico, represented herein by its President, Kerwin Tesdell, of legal age, married, and resident of New York, collectively the "Parties".

I. RECITALS AND GENERAL AWARD INFORMATION

WHEREAS, on August 11, 2021, the Parties executed a Subrecipient Agreement (hereinafter, "**Agreement**") under the Small Business Incubators and Accelerators (**SBIA**) Program, Contract Number 2022-DR0092, for the amount of **two million four hundred seventy-five thousand nine hundred forty-four dollars (\$2,475,944.00)**, with a **four (4)** years period of performance ending on **August 10, 2025**.

WHEREAS, as per Section IX (A) of the Agreement, the Agreement may be amended in writing and signed by a duly authorized representative of each party. Nonetheless, the amendment shall not invalidate the Agreement, nor release the Parties from their obligations under the Agreement.

WHEREAS, the parties wish to amend the Agreement to modify certain sections of the Agreement, amend **Exhibit D (Budget)** to modify certain sections, redistribute the budget, and amend **Section V Effective Date and Term**. The budget stays the same: **two million four hundred seventy-five thousand nine hundred forty-four dollars (\$2,475,944.00)**. Additionally, **Exhibit G (Subrogation and Assignment Provisions)** will be amended.

WHEREAS, this **AMENDMENT A** does not constitute an extinctive novation of the obligations of the parties under the Agreement, but is rather a modification and amendment of certain terms and conditions under the Agreement, including any modified Exhibits.

WHEREAS, the PRDOH has the legal power and authority, by its enabling statute, the Organic Act, the Federal laws and regulations creating and allocating funds to the CDBG-DR Program, and the current Action Plan, to enter into this **AMENDMENT A**.

WHEREAS, the Subrecipient has duly adopted the Resolution dated April 20, 2021, authorizing the Community Development Venture Capital Alliance (via its authorized representative, Kerwin Tesdell) to enter Amendment A with the PRDOH, and by signing Amendment A, the Subrecipient assures PRDOH that Subrecipient shall comply with all the requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the PRDOH and the Subrecipient agree to execute this **AMENDMENT A** subject to the following:

II. TERMS AND CONDITIONS

A. SAVINGS CLAUSE

The information included in this **AMENDMENT A** serves the purpose of modifying and amending certain terms and conditions under the Agreement, including any modified Exhibits. All provisions of the original Agreement shall continue to be in full force and effect, as amended by this **AMENDMENT A**.

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B. SCOPE OF THE AMENDMENT

The parties identified the need to amend **Exhibit D (Budget)** to change, eliminate and/or add some columns, headers, and/or sections, redistribute the budget, and amend **Section V Effective Date and Term**. The budget stays the same: **two million four hundred seventy-five thousand nine hundred forty-four dollars (\$2,475,944.00)**. Additionally, **Exhibit G (Subrogation and Assignment Provisions)** will be amended.

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C. AMENDMENTS

a. **Exhibit D (Budget)** of the Agreement is being replaced by a modified **Exhibit D (Budget)** hereto incorporated by reference into the Agreement (See **Attachment I**) to modify the budget as follows:

- Change Exhibit D's second column header that currently reads: "Max. Hours per month per Resources [B]" to read as follows: "Months Needed [B]".
- Change Exhibit D's third column header that currently reads: "Hourly Rate [C]" to read as follows: "Estimated* Hours per month per Resource[C]"
- Change Exhibit D's fourth column header that currently reads: "Max. Monthly Cost [D=AxBxC]" to read as follows: "Estimated* Hourly Rate [D]"
- Change Exhibit D's staffing section to add a new column that will read as follows: "Estimated* Monthly Cost [E=AxCxD]"
- Change Exhibit D's staffing section to add a new column that will read as follows: "Max Cost for the Program [F=BxD]"
- Change Exhibit D's Equipment section to eliminate the items "Laptop Computer" and "Printer".
- Change Exhibit D's Equipment section to add the item "Office Equipment" and assign a budget of \$5,500.00.

b. **Exhibit G (Subrogation and Assignment Provisions)** of the Agreement is being replaced by an updated version of **Exhibit G (Subrogation and Assignment Provisions)** hereto incorporated by reference into the Agreement (See **Attachment II**).

c. The parties wish to amend **Section V "Effective Date and Term"** to read as follows:

*This Agreement shall be in effect and enforceable between the parties from the date of its execution. The performance period of this Agreement is **four (4) years** from the date of its execution, ending on **August 10, 2025**.*

*The End of Term shall be the later of: (i) **August 10, 2025**. (ii) the date as of which the Parties agree in writing that all Close-Out Requirements¹ have been satisfied or, where no Close-out Requirements apply to this Agreement, the date as of which the Parties agree in writing that no Close-*

Out Requirements are applicable hereto; or (iii) such later date as the Parties may agree to in a signed amendment to this Agreement.

- d. The Parties wish to amend **Section XI. CDBG-DR POLICIES AND PROCEDURES** as follows:

In addition to what is established in this SRA, the Subrecipient shall comply with all CDBG-DR program specific and general policies and procedures, which may include, but are not limited to, the Subrecipient Management Policy, OS&H Guideline, MWBE Policy, URA & ADP Guidelines, Cross Cutting Guidelines, AFWAM Policy, Section 3 Policy, Language Access Plan, Personally Identifiable Information, Confidentiality, and Nondisclosure Policy and Conflict of Interest and Standards of Conduct Policy, as found in the CDBG-DR Website (<https://cdbg-dr.pr.gov/en/resources/policies/>), which are herein included and made an integral part of this SRA, as they may be updated from time to time, Procurement policies and procedures by the federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, and reporting requirements as established by the PRDOH.

- e. The Parties wish to add **Section XXXI. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION** as follows:

The Subrecipient must be registered in the System for Award Management (**SAM**) and shall maintain its registration active during contract performance and through final payment. The Subrecipient is responsible during performance and through final payment for the accuracy and completeness of the data within SAM. Failure to maintain registration in SAM can impact obligations and payments under this Agreement.

III. SEVERABILITY

If any provision of this **AMENDMENT A** is held invalid, the remainder of **AMENDMENT A** shall not be affected thereby, and all other parts of this **AMENDMENT A** shall nevertheless be in full force and effect.

IV. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this **AMENDMENT A** are included for convenience only and shall not limit or otherwise affect the terms of the Agreement, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this **AMENDMENT A**.

V. COMPTROLLER REGISTRY

The PRDOH shall remit a copy of this **AMENDMENT A** to the Office of the Comptroller for registration within **fifteen (15) days** following the date of execution of this **AMENDMENT A** and any subsequent amendment thereto. The services object of this **AMENDMENT A** may not be invoiced or paid until this **AMENDMENT A** has been registered by the PRDOH at the Comptroller's Office, under Act No. 18 of October 30, 1975, as amended by Act No. 127 of May 31, 2004.

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VI. ENTIRE AGREEMENT

The Agreement, as amended, constitutes the entire agreement among the Parties for the use of funds received under the Agreement, as amended, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written among the Parties concerning the Agreement, as amended.

VII. FEDERAL FUNDING

The fulfillment of the Agreement, as amended, is based on those funds being made available to the PRDOH as the lead administrative agency for Recovery. All expenditures under the Agreement, as amended, must be made by the Agreement, as amended, the policies and procedures promulgated under the CDBG-DR Program, and any other applicable laws. Further, the Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.

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IN WITNESS THEREOF, the Parties hereto execute this **AMENDMENT A** in the place and on the date first above written.

**PUERTO RICO DEPARTMENT OF HOUSING, CDBG-DR
Grantee**

By: William O. Rodríguez Rodríguez
William O. Rodríguez Rodríguez (Oct 4, 2022 13:35 EDT)
Name: William O. Rodríguez Rodríguez
Title: Secretary

**COMMUNITY DEVELOPMENT VENTURE CAPITAL ALLIANCE
Subrecipient**

By: Kerwin Tesdell
Kerwin Tesdell (Oct 3, 2022 15:57 EDT)
Name: Kerwin Tesdell
Title: President



EXHIBIT D – SECTION 1

BUDGET

SMALL BUSINESS INCUBATORS AND ACCELERATORS PROGRAM

COMMUNITY DEVELOPMENT VENTURE CAPITAL ALLIANCE

DESCRIPTION SERVICES

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The Community Development Venture Capital Alliance (CDVCA) seeks grant support for the ACCELA business accelerator program, which will be a unique offering among Puerto Rican incubator/accelerator programs because it is laser-focused on helping companies to obtain the flexible risk capital that they need to fuel startup and growth. CDVCA is uniquely positioned to operate this program because of our 25 years of experience at the center of national efforts to bring this type of financing to underinvested and economically distressed areas.

Businesses entering the CDVCA accelerator will be past the proof of concept stage and will have started to generate sales in their target market. They will also have consolidated their core team and laid out a business model that clearly delineates operations, market penetration strategies, and distribution channels. Startups that have been able to achieve these milestones will benefit the most from the program. CDVCA's business accelerator, entitled ACCELA, will concentrate on helping these startups meet equity and near equity investment criteria to surpass the financing gap that startups experience when seeking capital to reach commercial-scale production.

CDVCA's business accelerator will also highlight the need for resiliency and business continuity planning. Hurricane Maria, the 2020 earthquakes and COVID-19 have tested the resiliency of Puerto Rico's startups. Resilient entrepreneurs are able to overcome uncertainty, rejection, hardship and discomfort without losing sight of their goals. Building a resilient company culture will help participating startups move forward when hit by industry shocks, economic downturns, public health threats or natural disasters.

Through the Small Business Incubators and Accelerators Program, CDVCA will:

1. **Support investments in businesses for growth or expansion**
2. **Program Activities / Methodology and Strategies**
 - ACCELA Program – One cohort of 15 businesses per year.

3. The Educational Component

- Educational sessions consist of up to 48 hours of investment readiness seminars or workshops.
- Mentoring – tailored to individual business needs.

4. Technical Assistance

- Provided during program participation according to business needs.

5. Business Activities

- Program induction
- Business Review
- Demo Day.

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Key Deliverables and tasks include:

- Outreach and recruitment
- Application evaluation and business assessment
- Individual Investment Readiness Plan
- Accela Program delivery: seminars, workshops, mentoring, technical assistance and program events.
- Program administration and accounting
- Contract management and compliance
- Contracting and procurement functions
- Reporting and public communication functions

A combination of CDVCA's staff and/or professional services may be utilized in the successful completion of Key Deliverables and the execution of required tasks. If utilized, in addition to programmatic tasks, vendors will also work with the CDVCA's staff who are supporting SBIA Program activities to build key skill sets associated with coordination, oversight, and management of planning efforts. Reimbursement will be provided for reasonable costs associated with specific planning and grant management activities within the following budget categories:

1. Staff
2. Professional Services
3. Operational Costs
4. Equipment

Planning and grant management activities will include, but are not limited to, the following as described in Attachment A (Scope of Work) and Attachment B (Timeline and Performance Goals):

1. Activities necessary to develop the CDVCA's SBIA program.
2. Activities necessary for CDVCA's SBIA program monitoring, evaluation, and oversight of vendor activities and operational work plan deliverables.

STAFFING

Position	Qty. of Resources [A]	Months Needed [B]	Estimated Hours per month per Resource [C]	Estimated Hourly Rate [D]	Estimated Monthly Cost [E=AxCxD]	Max Cost for the Program [F=BxD]
President	1	60	40	\$110.00	\$ 4,400.00	\$ 264,000.00
Managing Director	1	60	40	\$90.00	\$ 3,600.00	\$ 216,000.00
Vicepresident - Legal	1	60	40	\$53.00	\$ 2,120.00	\$ 127,200.00
Vicepresident - Talent Development	1	60	40	\$53.00	\$ 2,120.00	\$ 127,200.00
Vicepresident - Executive Manager	1	60	90	\$53.00	\$ 4,770.00	\$ 286,200.00
Accelerator Program Managers	2	60	139.23	\$43.00	\$ 11,974.00	\$ 718,440.00
Total Maximum Monthly Cost:					\$ 28,984.00	
Total Cost for 5 Years (60 Months):					\$ 1,739,040.00	

*Estimate amount in rate, hours and monthly cost could vary based on actual need and work performed on the program

PROFESSIONAL SERVICES

Services Name	Services Description	Budget
Marketing & Communications Services	Service providers that can support program outreach efforts, program communication with stakeholders, and program accountability with the general public.	\$ 63,750.00
Independent Evaluator Services	External evaluator who will design the program's evaluation, conduct annual implementation, and provide ongoing improvements to CDVCA management and program staff.	\$ 24,000.00
Mentors Services	CDVCA will engage experienced entrepreneurs and investment professionals to provide technical assistance and mentoring on specific subjects that are not covered by the program staff because of technical expertise or experienced required.	\$ 80,000.00
Program Administration Services	Service providers that will help staff manage program compliance, online engagements with participants, activity and progress monitoring, use of information system to gather data and comply with reporting requirements.	\$ 90,000.00

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Lecturers Services	Lecturers to cover specialty topics as determined in the program curriculum or through evaluation efforts.	\$ 40,000.00
Total Cost for 5 Years:		\$ 297,750.00

OTHER OPERATING

Item Name	Item Description	Budget
Staff Travel	This operating cost covers CDVCA staff and mentors or lecturers travel to Puerto Rico from U.S.	\$ 127,250.00
Rent	Program office, conference room and meeting rooms for mentoring and technical assistance.	\$ 80,000.00
Kickoff Event	Event venue (rental and audiovisual services) for program launch event for all participants and stakeholders.	\$ 5,000.00
Demo Day	Event venue (rental and audiovisual services) for program closing event for all participants and stakeholders.	\$ 5,000.00
Indirect Costs	10% de minimis rate - please see MTDC reference	\$ 216,404.00
Total Cost for 5 Years:		\$ 433,654.00

EQUIPMENT

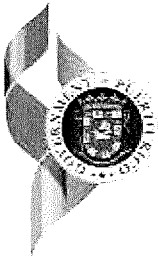
Item Name	Item Description	Budget
Office Equipment	Equipment such as but not limited to computers for the program.	\$ 5,500.00
Total Cost for 5 Years:		\$ 5,500.00

PROJECT ACTIVITY DELIVERY COSTS/COSTOS DIRECTOS DEL PROYECTO

Staffing	Includes all program staffing needs. Two staff members will be almost fully dedicated to the program, while five members are current CDVCA staff allocating time to the program.	\$ 1,739,040.00
Professional Services	CDVCA will contract with service providers that will enhance the provision of program services through technical expertise and resources that are normally not available through CDVCA staff or resources.	\$ 297,750.00
Other Operating	This includes travel, rental, and event costs directly related to the program. Also includes indirect cost at 10% de minimis rate of MTDC.	\$ 433,654.00
Equipment	Purchase of 3 computers and a printer for the program.	\$ 5,500.00
TOTAL COSTS/COSTO TOTAL		\$ 2,475,944.00
GRAND TOTAL/GRAN TOTAL		\$ 2,475,944.00

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GOVERNMENT OF PUERTO RICO
DEPARTMENT OF HOUSING

Budget Re-distribution

- a) The Subrecipient may request in writing to the PRDOH a re-distribution of the Maximum Authorized Budgets shown above without exceeding the Total Authorized Budget.
- b) The PRDOH will evaluate the re-distribution request to validate purpose and balance of funds, and if determined the re-distribution is in benefit for the Program and the balance of funds is validated, the PRDOH will provide written authorization to the Subrecipient. Until the written authorization is submitted by the PRDOH, the re-distribution cannot be considered as authorized.
- c) This re-distribution of funds as described here shall be considered binding and will not require an amendment to this SRA.

END OF DOCUMENT

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EXHIBIT G

SUBROGATION AND ASSIGNMENT PROVISIONS

SMALL BUSINESS INCUBATORS AND ACCELERATORS PROGRAM

COMMUNITY DEVELOPMENT VENTURE CAPITAL ALLIANCE

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1. General Provisions.

- a) The Parties acknowledge that the following provisions of this Exhibit are hereto incorporated by reference and made an integral part of the aforementioned Subrecipient Agreement as **Exhibit G**.
- b) Changes in the provisions of this Exhibit will require an amendment to the Subrecipient Agreement. Such amendment would result in the incorporation by reference of a modified **Exhibit G** to the Subrecipient Agreement.

2. Subrogation and Assignment Relating to Funds Received from the Puerto Rico Department of Housing – Small Business Incubators and Accelerators Program.

- a) These provisions are incorporated into the Subrecipient Agreement in consideration of the commitment by PRDOH to evaluate the Subrecipient's application for the award of disaster assistance funds (the "**Application**") or the Subrecipient's receipt of CDBG-DR disaster recovery funds (the "**Grant Proceeds**") under the Program being administered by PRDOH.
- b) Subrecipient understands and acknowledges that the Program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5207 (the "**Act**") and that, under such Act, the Subrecipient may only receive assistance to the extent that the Subrecipient has a disaster recovery need that is not fully met by insurance or other forms of disaster assistance. Subrecipient further acknowledges that these provisions are intended to ensure that Subrecipient does not receive duplicate benefits available to the Subrecipient from another source, for the same purposes as the Grant Proceeds provided under the Program, and that, any assistance determined to be duplicative must be deducted from the Program's calculation of the Subrecipient's total need prior to awarding assistance.

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- c) Subrecipient hereby subrogates and assigns to PRDOH any and all of Subrecipient's future rights to, and any interest Subrecipient may have in, any reimbursement and all payments received or subsequently received from any grant, loan, insurance policy or policies of any type (each individually, a "**Policy**" and collectively, the "**Policies**"), or under any subsidy, reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("**FEMA**"), insurance payments, or any other federal, state or local government agency (each, individually, a "**Disaster Program**" and collectively, the "**Disaster Programs**") to the extent of all Grant Proceeds paid or to be paid under the Program and that are determined, in the sole discretion of PRDOH or its designated agent, to be a duplication of benefits ("**DOB**"). Any payments referred to in this paragraph, whether they are from Policies, FEMA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "**Proceeds**"; any Proceeds that are determined to be a DOB shall be referred to herein as "**DOB Proceeds**".
- d) Subrecipient agrees that, in the event that Subrecipient receives additional Proceeds related to disaster recovery that are not listed on the Duplication of Benefits Certification submitted in connection with the Application, Subrecipient will notify the PRDOH within **ten (10) working days** of receipt of the funds by sending a written notification to EcoRecCDBG@vivienda.pr.gov. PRDOH will, in turn determine, in its sole discretion, if such Proceeds constitute DOB Proceeds. If any of the Proceeds are determined to be DOB Proceeds, the Subrecipient shall pay PRDOH the DOB Proceeds, to be disbursed as provided in Section 3 of this Agreement.

3. Cooperation and Further Documentation.

- a) If PRDOH elects to pursue any of the claims Subrecipient has or may have under any Policies, Subrecipient agrees to assist and cooperate with PRDOH. Subrecipient's assistance and cooperation shall include, but shall not be limited to, allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the PRDOH. Subrecipient also agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Assistance Program.
- b) If requested by PRDOH, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better subrogate and assign to PRDOH (to the extent of the Grant Proceeds paid

to Subrecipient under the Program) the Policies, any amounts received under the Disaster Assistance Programs that are determined to be DOB Proceeds and/or any rights thereunder. Subrecipient further agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the PRDOH to consummate and make effective the purposes of these provisions.

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- c) Subrecipient expressly allows and authorizes PRDOH to request information from any company with which Subrecipient holds or held any insurance policy or policies of any type, any other company or entity -public or private- from which the Subrecipient has applied for or is receiving assistance (such as FEMA, or others), or any non-public or confidential information determined by PRDOH, in its sole discretion, to be reasonably necessary to monitor/enforce its interest in the rights subrogated and assigned to it under this Agreement, and grant consent to such company or entity to release said information to the PRDOH.

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4. Agreement to Turn Over Proceeds; Future Reassignment.

- a) If Subrecipient (or, to the extent permitted by superior loan documents, any lender to which DOB Proceeds are payable) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to PRDOH, if Subrecipient received Grant Proceeds under the Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.
- b) In the event that Subrecipient receives or is scheduled to receive any Proceeds not listed on its Duplication of Benefits Certification ("**Subsequent Proceeds**"), Subrecipient shall pay such Subsequent Proceeds directly to the PRDOH, and PRDOH will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("**Subsequent DOB Proceeds**"). Subsequent Proceeds shall be disbursed as follows:
- (i) If Subrecipient has received full payment of the Grant Proceeds, Subrecipient shall remit any Subsequent DOB Proceeds to PRDOH. PRDOH shall return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.
 - (ii) If Subrecipient has received no payment of the Grant Proceeds, PRDOH shall reduce the payment of the Grant Proceeds to Subrecipient by the amount of the Subsequent DOB Proceeds and shall return all Subsequent Proceeds in excess of the Subsequent DOB Proceeds to Subrecipient.
 - (iii) If Subrecipient has received a portion of the Grant Proceeds, the following shall occur: (A) PRDOH shall reduce the remaining payments of the Grant Proceeds and return Subsequent DOB Proceeds in such amount to the

Subrecipient; and (B) Subrecipient shall remit any remaining Subsequent DOB Proceeds to PRDOH. PRDOH shall also return to the Subrecipient any Subsequent Proceeds in excess of the Subsequent DOB Proceeds.

(iv) If the PRDOH makes the determination that Subrecipient does not qualify to participate in the Program or Subrecipient decides not to participate in the Program, PRDOH shall return the Subsequent Proceeds to Subrecipient, and the Agreement shall terminate.

c) Once PRDOH has recovered an amount equal to the Grant Proceeds paid to Subrecipient, PRDOH will reassign to Subrecipient any rights given to PRDOH pursuant to these provisions.

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5. **Miscellaneous.**

a) Subrecipient hereby represents that all statements and representations made by Subrecipient regarding any Proceeds are true and correct, as of the date of the issuance of the Grant Proceeds.

b) In any proceeding to enforce these provisions, PRDOH shall be entitled to recover all costs of enforcement, including PRDOH's attorney fees.

c) The parties hereto each waive the right to have any judicial proceeding concerning any of the provisions hereof tried by a jury.

d) Neither these provisions, nor any portion or provisions hereof may be changed, waived, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by all parties hereto and approved by PRDOH.

e) These provisions, and the rights and obligations of the parties shall be governed and construed in accordance with federal law and the laws of the Government of Puerto Rico without giving effect to conflict of law provisions. Any action arising out of or related to this Subrogation and Assignment provisions shall be brought within the Government of Puerto Rico.

f) The captions of the various sections of this Subrogation and Assignment provisions have been inserted only for the purpose of convenience; such captions are not a part of the Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any provisions of this Subrogation.

g) Subrecipient acknowledges that making a false, fictitious, or fraudulent statement or representation in this agreement is punishable under State and Federal law (18 U.S.C. 287, 1001 and 31 U.S.C. 3729), and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

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- h) Subrecipient acknowledges that they have been informed and understand the penalties for making a materially false or misleading statement to obtain CDBG-DR funds under the Program or any other of the PRDOH's Programs.

END OF DOCUMENT

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AMENDMENT A VENTURE SBIA

Final Audit Report

2022-10-04

Created:	2022-10-03
By:	Radames Comas Segarra (rcomas@vivienda.pr.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYEKNRjn_QxsY7VbnBqRGICASxJ6qd6FN

"AMENDMENT A VENTURE SBIA" History

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-  Signer w.rodriguez@vivienda.pr.gov entered name at signing as William O. Rodríguez Rodríguez
2022-10-04 - 5:35:21 PM GMT- IP address: 196.28.53.20
-  Document e-signed by William O. Rodríguez Rodríguez (w.rodriguez@vivienda.pr.gov)
Signature Date: 2022-10-04 - 5:35:23 PM GMT - Time Source: server- IP address: 196.28.53.20
-  Agreement completed.
2022-10-04 - 5:35:23 PM GMT