EIGHTH AMENDMENT TO THE MASTER LEASE AGREEMENT
On BUILDING BETWEEN GE and PACE in SAN GERMAN

And

NOTICE BY TENANT TO REMOVE THE COMPLETE SAN GERMAN LEASED PREMISES FROM THE MASTER LEASE IN THE YEAR 2016

ON THE FIRST PART: The **PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY**, (PRIDCO) a public corporation organized and existing by virtue of Act No. 188 of May 11, 1942, as amended, hereby represented by its Chief Financial Officer Finance, **Jamille E. Muriente Díaz,** hereinafter referred to as the "**COMPANY**".

ON THE SECOND PART: **GE Industrial of Puerto Rico, LLC** duly represented, hereinafter referred to as **the "Tenant".**

FIRST: As background information, the Parties executed a Master Lease Contract (the Contract) on December 26, 2007, covering numerous properties across the island, including the following property in the Municipality of San Germán:

San Germán	T-0881-0-67	11,637.67 sq.ft.	$3.33 expires12/31/2019

SECOND: The Master Lease Contract has been amended from time to time according to different negotiations between the parties and currently has seven amendments, therefore this document constitutes the Eighth Amendment.

THIRD: This document amends the **Master Lease Contract** to modify the space leased by TENANT in Project No. T-0881-0-67-00, according to the following:

- TENANT originally leased from LANDLORD the above identified property consisting of a building of **11,637.67 sq. ft.** (the "Building"), located in **San Germán**, Puerto Rico, (among other properties leased in San Germán), which Tenant used solely as a warehouse .

- The Building has been divided by LANDLORD with a party wall in order to be able to partially lease **5,919.13 sq.ft. to Pace Analytical (Pace)** to facilitate the first phase of Pace's projected expansion. This 5,919.13 sq.ft is now identified for purposes of this Amendment as the "REMOVED PROPERTY".

- From the gross construction area of the Building, the "REMOVED PROPERTY" leased to Pace consists of 5,919.13 sq. ft.

- The Lease Contract allowing Pace to lease the REMOVED PROPERTY has been executed directly between LANDLORD and Pace, and is dated October 22, 2015.

- On October 12, 2015, 2015 TENANT reached a "Shared Services" agreement with Pace related to parking, security, building services, insurance and other matters related to the premises, as the Tenant and Pace are now sharing the original 11,637.67 sq. ft building. Copy of such agreement between GE and Pace shall be provided to Landlord.
  Attachment A: Drawing of the party wall constructed by LANDLORD.

Fourth: a) The REMOVED PROPERTY of 5,919.13 sq ft (now leased by Pace) is removed from the definition of the leased Premises and is no longer included in the Master Lease Contract .

b) Tenant has no obligation to pay rent on the Removed Property as of the Effective Date of the lease between Pace and PRIDCO.

c) The Company therefore releases Tenant from any and all obligations, claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs, and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, "Losses") with respect to the Removed Property.

d) However, for the periods of time the Removed Property was under Tenant's custody, and subject to Master Lease provisions therein identified as environmental provisions that survive, those environmental provisions identified will survive this Amendment.

FIFTH: NOTICE OF TENANT'S INTENT TO REMOVE COMPLETE SAN GERMAN PREMISES FROM MASTER LEASE IN THE YEAR 2016:

The shared building with Pace, is part of the intent and purpose of the Tenant of executing a future Amendment to the Master Lease Contract, during the next year, 2016, which would include the following provisions, among others:

a) The complete San Germán Property leased by Tenant is to be removed from the definition of the Leased Premises and would no longer be included in the Master Lease. The complete San German premises to be removed in 2016 are:

San Germán	T-0497-0-58, 1-85	50,799.17 sq.ft.
San Germán	T-0753-0-66 and 1-89	24,980.77 sq.ft.
San Germán	T-0881-0-67	11,637.67*sq.ft
San Germán	L-049-0-55-10-0	6,288.63 sq.mtrs

*5,919.13 sq ft of the 11,637.67 sq.ft is now leased by Pace and has been removed already on Oct.22, 2015

b) The Company therefore, in that Amendment, would release Tenant from any and all obligations, claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs, and expenses (including but not limited to reasonable attorneys' fees and expenses) (collectively, "Losses") with respect to the Removed Property.

c) However, for the periods of time the Removed property was under Tenant's custody, and subject to Master Lease provisions therein identified as environmental provisions that survive, those environmental provisions identified would survive the Amendment to be executed in 2016.

d) Tenant has performed a Phase I environmental baseline Study of the San Germán Leased premises and will provide a copy to PRIDCO.

This is the agreement between the parties; and in witness whereof, the parties sign this amendment, in San Juan, Puerto Rico, this 21 day of December, 2015.

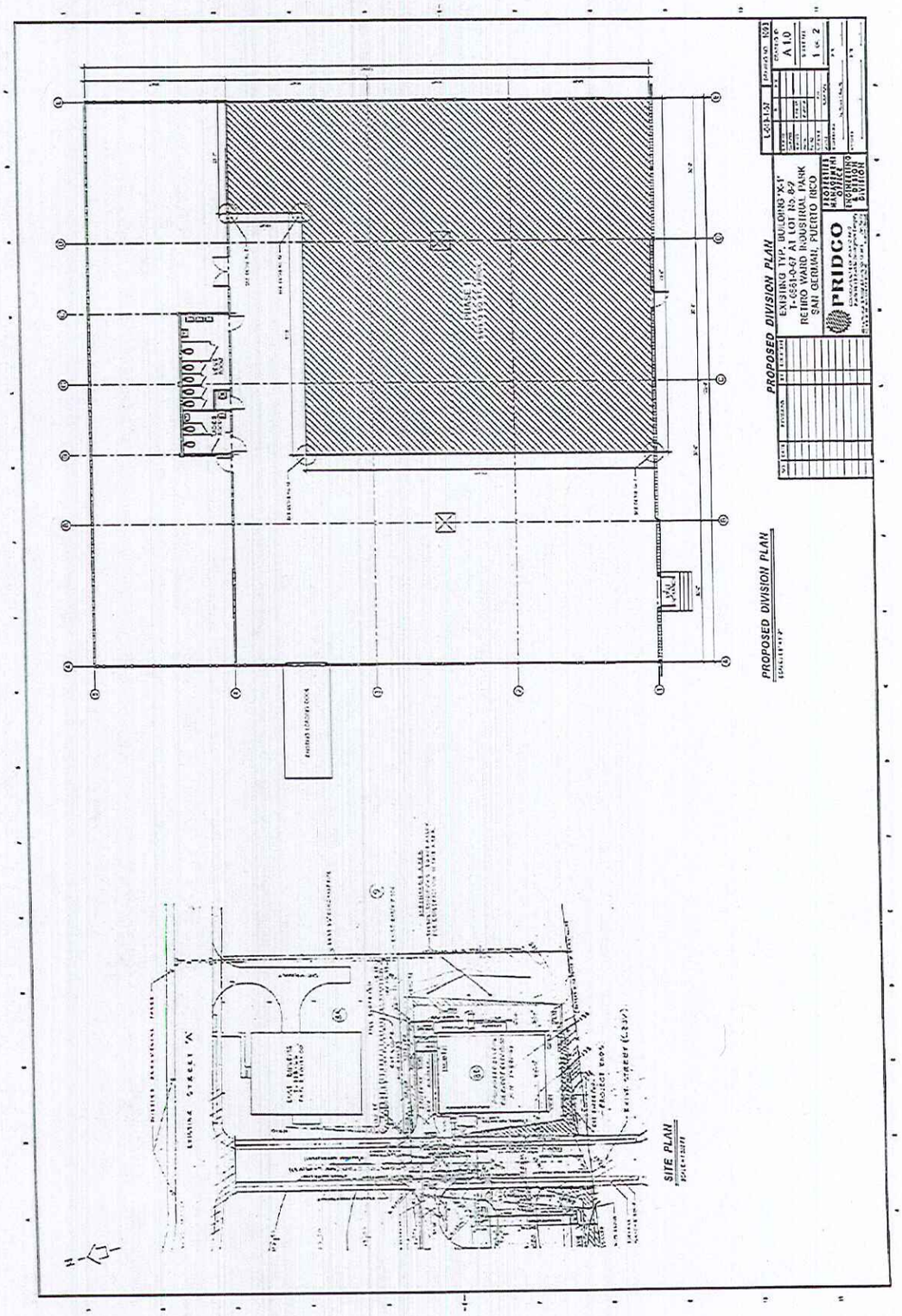
PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY
SSN 66-0292871

Jamille Muriente Díaz
Chief Financial Officer

GE INDUSTRIAL OF PR, LLC
SSN: 66-0685559

Amir Lastra de León, Esq.
Executive Officer

Attachment A, Party wall constructed by Landlord:



SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Agreement") is made and entered into as of the 12th day of October, 2015, by and between GE Industrial of Puerto Rico, LLC, El Retiro Industrial Park, Calle B, San German, PR 00683 ("GE"), and Pace Analytical, Inc., a Puerto Rican company ("PAI").

Recitals

PAI has entered into a lease with the Puerto Rico Industrial Development Company ("PRIDCO") pursuant to which PAI will occupy 5,936 square feet of building number T-0881-0-67 within the El Retiro Industrial Park of San Germán, Puerto Rico through December 31, 2015 (Phase I). After this date, PAI will assume occupancy of the entire building, including that portion currently occupied by GE for the rest of the agreed-upon lease term (Phase II).

GE and PAI therefore and hereby desire to enter into an Agreement that identifies their respective duties for the interim period from August 1, 2015 through December 31, 2015 (when the two parties herein will share different parts of the same building), but especially until such time as the demising wall separating the two parties' space is completed by PAI and its contractors.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

Parking

GE hereby allows PAI to have 30 parking spaces, as identified by GE, in the lot adjacent to the GE facility for the entire current term of the GE lease. The PAI users of the parking spaces must abide by GE policies regarding use of parking, speed limits, vehicle parking rules, etc. GE assumes no responsibility for any damage to vehicles and/or loss of personal items.

Security

During Phase I, PAI shall share in the cost of providing building security 24 hours per day, seven days per week until such time as the demising wall between the GE and PAI parts of the building has been constructed. Thereafter, each party will

assume responsibility for securing only its discrete portion of the building. Also, PAI shall share in the cost of providing parking security for 24 hours per day, seven days per week for the entire term of the GE Lease.

Building Services

GE hereby agrees to cooperate in the transfer of any existing building services to PAI, so that PAI may assume responsibility for future payments.

Insurance

PAI carries liability insurance with limits as follows:

- General liability - $1,000,000 each occurrence; $2,000,000 general aggregate;
- Personal and advertising injury - $1,000,000;
- Automobile Liability - $1,000,000 combined single limit;
- Excess Liability Umbrella - $5,000,000 each occurrence; $5,000,000 aggregate;
- Worker's Compensation Insurance - statutory limits; and
- Professional Liability $5,000,000 aggregate, $5,000,000 per claim.

Upon execution of this Agreement, PAI will promptly submit a certificate of insurance to GE evidencing the above coverage.

Term

This Agreement commences on the date hereof and shall terminate immediately and automatically upon GE's final departure from the building or any termination of the Lease.

Notices

All notices, demands, and other communications provided for hereunder shall be in writing and shall be given by personal delivery or by certified or registered first class mail, postage prepaid, return receipt requested, sent to each party, at its address as set forth below. All such notices, demands, and communications shall be effective upon receipt as follows:

If to GE:
General Electric Company
P.O. Box 186, El Retiro Industrial Park
San German, PR 00683
Attn: Zilkia Oratacoz, Plant Manager

If to PAI:
Pace Analytical , Inc.
El Retiro Industrial Zone
P.O. Box 325/ Calle B and C
San Germán, PR 00683
Attn: Arturo Cherena, Vice-President of Business Development

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Entire Agreement

This Agreement, including any documents to be executed by the parties pursuant hereto, contains the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

Amendments

No purported amendment, modification, or waiver of any provision of this Agreement or any of the documents, instruments, or agreements to be executed by the parties pursuant hereto shall be effective unless in a writing specifically referring to this Agreement and signed by both parties.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns, so long as the initiating party has received the prior written consent of the other party.

Governing Law

This Agreement shall be construed, governed by and enforced in accordance with the laws of Commonwealth of Puerto Rico, without giving effect to the principles of conflicts of laws thereof.

Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the day, month and year first above written.

GE Industrial of Puerto Rico, LLC

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Zilkia Gratacos

Signature of Authorized Representative
Print Name: Zilkia Gratacos
Title: Plant Manager
Date: 10/13/2015

Pace Analytical, Inc.

Michael R Prasch

Signature of Authorized Representative
Print Name: Michael R. Prasch
Title: Chief Financial Officer
Date: October 12, 2015