

**SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ARIZONA BUSINESS ADVISORS, LLC**

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Seventh Amendment") is entered into as of July 1, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and ARIZONA BUSINESS ADVISORS, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated August 16, 2012 (the "Original Agreement"), as amended by that First Amendment, dated June 20, 2013 (the "First Amendment"), by that Second Amendment, dated September 19, 2013 (the "Second Amendment"), by that Third Amendment, dated June 19, 2014 (the "Third Amendment"), by that Fourth Amendment, dated August 3, 2015 (the "Fourth Amendment"), by that Fifth Amendment, dated June 16, 2016 (the "Fifth Amendment"), and by that Sixth Amendment, dated May 24, 2017 (the "Sixth Amendment"), for the Contractor to provide the Town with various support resources, services, and networks geared toward the successful development of entrepreneurial businesses (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are collectively referred to herein as the "Agreement."

B. All capitalized terms not otherwise defined in this Seventh Amendment have the same meanings as contained in the Agreement.

C. The Town has determined that additional Services from the Contractor are necessary (the "Additional Services").

D. The Town and the Contractor desire to enter into this Seventh Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work, (iii) modify the payment provision and (iv) provide for compensation to the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of the Agreement. Notwithstanding any provision to the contrary, the term of the Agreement is hereby extended until June 30, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in the Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor an annual amount not to exceed \$20,000.00 for the Additional Services as set forth in the Scope of Work.

4. Payments. The Town shall pay the Consultant in two draws as follows: (i) a lump sum of \$10,000.00 within thirty (30) days after execution of this Agreement (covering the first half of the extended term), and (ii) a lump sum of \$10,000.00 after January 1, 2019 (covering the second half of the extended term). Prior to receiving either lump sum payment, Consultant shall submit for Town's approval a six-month budget for the Additional Services set forth in the Scope of Work.

5. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

6. Non-Default. By executing this Seventh Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Seventh Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Seventh Amendment are forever waived.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Seventh Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Notices and Requests. Communications directed to the Town pursuant to Section 13.15 of the Agreement shall be sent to the Town at the addresses listed below.

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Town of Fountain Hills

16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Town Attorney

10. Public Records. Consultant acknowledges that the Town is a public entity, subject to Arizona's public records law (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial process.

10.01 Trade Secrets Statement. If Consultant believes documents related to its work pursuant to the Agreement contain trade secrets or other proprietary data, Consultant must provide notice to the Town at the time the documents are provided to the Town, and include with the notification a statement that explains and supports Consultant's claim. Consultant also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

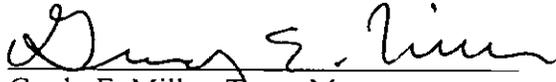
10.02 Notice of Records Request. In the event the Town determines it is legally required to disclose any documents subject to a Trade Secrets Statement as defined in section 10.01, the Town, to the extent possible in its sole and absolute discretion, will provide Consultant with prompt written notice by fax, email, or certified mail so that Consultant may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The written notice will include a time period for Consultant to seek court ordered protection or other legal remedies. If Consultant does not obtain such court ordered protection by the expiration of the time period, the Town may release the documents subject to the Trade Secrets Statement without further notice to Consultant.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:

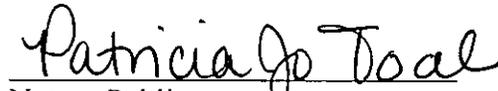

Elizabeth A. Burke, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 21, 2018, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

ARIZONA BUSINESS ADVISORS, LLC
an Arizona limited liability company

By: M. Tyler

Name: MICHAEL L TYLER

Its: PARTNER

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 9, 2018, before me personally appeared M.L. Tyler, the Partner of Arizona Business Advisors, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of Arizona Business Advisors, LLC.



Patricia Jo Toal
Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ARIZONA BUSINESS ADVISORS, LLC

[Scope of Work]

See following pages.

SCOPE OF WORK

The Consultant will operate and manage the EVIT business accelerator program (the “Program”) designed as a support structure for existing and new businesses in Fountain Hills, as well as providing business interaction and work experience for the EVIT students. The Town Manager, or authorized designee, shall oversee and monitor the Services provided under this Agreement.

Administration

Consultant will focus on:

1. Attracting home based businesses to take coworking space in the facility
2. Providing business education and networking facilities for all businesses in Fountain Hills.
3. Provide free assessments to businesses in the facility
4. Be available as a knowledge resource.
5. Work with businesses to develop and implement growth plans leading to increased employment and taxes.

Goals, Benchmarks and Deliverables

As this is a “startup” business, quantifiable goals are hard to set, but the following are set as targets:

1. Get 3-5 home-based businesses to occupy space within the first 6 months and 6-8 within 12 months
2. Hold bi-monthly activities for networking and business education.
3. Launch a membership model for businesses not interested in taking space.
4. Attract new startup businesses as appropriate to take space.

Reporting

Consultant shall provide the Town with quarterly reports. Reports shall be submitted by the 10th day of October, January, April and July during fiscal year 2018-19. Quarterly reports shall include both financial and functional information including, but not limited to, progress on goals, benchmarks, and deliverables. All reports shall be delivered to the Town Manager or authorized designee.