

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of September 19, 2013, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town"), and Arizona Business Advisors, LLC, an Arizona limited liability company (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated August 16, 2012 (the "Initial Agreement"), for the Consultant to provide various support resources, services and networks geared toward the successful development of entrepreneurial businesses (the "Services").

B. The Initial Agreement was amended once on June 20, 2013, to extend the term of the Agreement, modify the Scope of Work and provide compensation to the Consultant for the Services (the "First Amendment"). The Initial Agreement and First Amendment are collectively referred to herein as the "Agreement."

C. The Scope of Work for the Agreement required Consultant to obtain funding from the Fountain Hills Chamber of Commerce.

D. The Fountain Hills Chamber of Commerce has declined to provide funding to Consultant for the Services.

E. The Town and Consultant desire to amend the Scope of Work to allow Consultant to obtain funding from any private business for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 to amend the Agreement as follows:

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

"Consultant"

ARIZONA BUSINESS ADVISORS, LLC,
an Arizona limited liability company

By: *Charles W. Thompson*

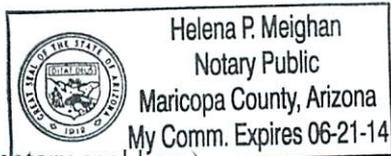
Name: CHARLES W. THOMPSON

Title: PARTNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 25th, 2013,
by Charles W. Thompson, as _____ of ARIZONA BUSINESS
ADVISORS, LLC, an Arizona limited liability company, on behalf of the limited liability
company.



(affix notary seal here)

Helena P. Meighan
Notary Public in and for the State of Arizona

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

[Scope of Work]

See following page.

Scope of Work

The Consultant will operate and manage, JumpStartBiz, L.L.C. a business incubator program designed for the development of entrepreneurial businesses in the Town of Fountain Hills. The Town Manager, or authorized designee, shall oversee and monitor the Services provided under this Agreement.

Administration

Consultant will provide rigorous screening of applicants to ensure suitability for the Program, business viability and individual capability. Consultant will require all applicants admitted into the Program (the "Clients") to sign a 12-month commitment and pay an annual fee of \$3,000.00. Consultant will ensure that a Client's participation in the Program is limited to 12 months, unless circumstances necessitate an extension. Any warranted extension must be formally granted by the Consultant.

The Consultant shall provide office space and facilities that can accommodate 15 to 20 Clients. Clients shall be provided with monthly hands-on workshops and one-on-one mentoring from experienced business advisors. Consultant shall provide networking and resource provider access to the Clients. Consultant shall staff the Program no less than four days per week from 8:00 a.m. until noon, a total of 16 hours per week.

Funding Agreements

Consultant shall negotiate and execute the following business funding agreements prior to the Town's disbursement of funds to the Consultant: (i) one private sector business agreement that provides physical space to run and operate the Program for a minimum of 12 months in fiscal year 2013-14; and (ii) a funding agreement with any private business at a rate of \$375 per month for a minimum of 12 months (\$4,500 per year) in fiscal year 2013-14.

Goals, Benchmarks and Deliverables

Consultant shall maintain the Program as a credible source of support and advice by mentoring at least five Clients, with an emphasis on targeting and mentoring Clients in the following industry segments: (i) professional, scientific and technical services (NAICS 54); (ii) healthcare, medical and bio-medical (NAICS 62); and (iii) finance and insurance (NAICS 52). Consultant will consider all qualified candidates for acceptance into the Program until the Program is full; an emphasis will be given to candidates in the desired industry segments. Once the Program is full, priority for acceptance into the Program shall be given to those candidates in the desired industry segments. Additionally, Consultant shall strive to obtain Clients from within the Town of Fountain Hills and will work exclusively with Clients from Fountain Hills once the program is full.

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 2013-14. Quarterly reports shall include both financial and functional information including, but not limited to, progress on performance measures and deliverables. All reports shall be delivered to the Town Manager or authorized designee.