

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ARCADIS U.S., INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of June 27, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and ARCADIS U.S., Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated May 3, 2012 (the "Agreement"), for the Consultant to provide the Town with a development impact fee study that reviews and analyzes the Town's existing development impact fees for necessary revisions in accordance with the changes in Arizona law (the "Services").

B. The Agreement expires on June 30, 2013, and the Town has determined that additional time is necessary for the Consultant to complete the Services.

C. The Town and Consultant desire to enter into this First Amendment to extend the term of the Agreement.

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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. 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.

3. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all

