

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BLX GROUP LLC**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of January 22, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and BLX Group LLC, a Delaware limited liability company (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated September 11, 2014, as amended by that certain First Amendment, dated July 1, 2015 (collectively, the “Agreement”), for the Consultant to provide arbitrage rebate compliance services that will benefit the Town. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional arbitrage rebate compliance services by the Consultant are necessary for an additional bond issue (the “Additional Services”).

C. The Town and the Consultant desire to amend the Agreement to modify the scope of work to include the Additional 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 Consultant hereby agree as follows:

1. Scope of Work. Consultant shall provide the Additional Services as set forth in the Scope of Work attached to the Agreement as Exhibit B, for the bond issue set forth in the Additional Bond Issue List attached hereto as Exhibit 1 and incorporated herein by reference, at the rates set forth in the Fee Proposal, attached hereto as a part of Exhibit 1.

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 Second 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 Second 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 Second Amendment are forever waived.

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

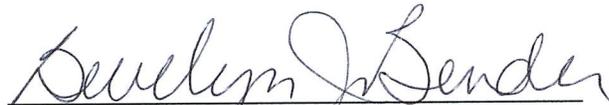
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:

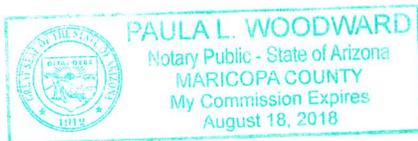


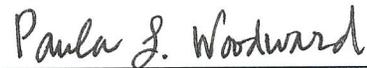
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 2, 2016, 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)

“Consultant”

BLX GROUP LLC,
a Delaware limited liability company

By: Robin L. Schlimgen

Name: Robin L. Schlimgen

Title: Managing Director

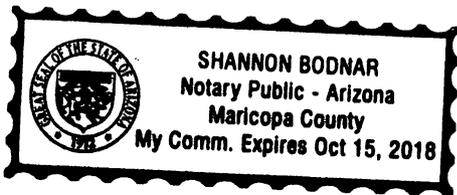
(ACKNOWLEDGMENT)

STATE OF Arizona)
COUNTY OF Maricopa) ss.

On January 25, 2016, before me personally appeared Robin Schlimgen, the Managing Director of BLX GROUP LLC, a Delaware limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.

Shannon Bodnar
Notary Public

(Affix notary seal here)



SHANNON BODMAN
Notary Public - Arizona
Maricopa County
My Comm. Expires Oct 12, 2018



EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND

[Additional Bond Issue List]

See following page.

EXHIBIT A
BONDS TO BE ENGAGED

Description

1. \$7,565,000
Town of Fountain Hills, Arizona
General Obligation Bonds, Series 2014

Accepted:

TOWN OF FOUNTAIN HILLS

By:

Grady E. Miller

Print Name:

Grady E. Miller

Title:

Town Manager

Date:

2/2/2016

Phone:

486-816-5107

E-Mail Address:

gmiller@fh.az.gov

John E. Miller
Gene E. Miller
John E. Miller
5/5/50
480 - 815 - 2105
John E. Miller

EXHIBIT B
ARBITRAGE REBATE COMPLIANCE SERVICES FEE SCHEDULE

BASE FEES

<u>Service</u>	<u>Fees</u>
Engagement Fee (one time fee, per issue)	\$400
Report Fee	\$1,600
Opinion Letter	\$400

ADDITIONAL FEES

Per report, as appropriate

<u>Service</u>	<u>Fees</u>
Computation Periods in Excess of 12 Months (per additional year or fraction thereof)	+\$400

OPTIONAL SERVICES

Evaluating various elections and applications *To be negotiated separately*