

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

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is entered into as of June 30, 2019, 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 First Amendment, dated July 1, 2015, and that Second Amendment, dated January 22, 2016, and as extended by that certain Extension Letter, dated June 1, 2016 (collectively, the "Agreement"), for the Consultant to provide the Town with arbitrage rebate compliance services (the "Services").

B. The Town has determined that additional Services by the Consultant are necessary (the "Additional Services").

C. The Town and the Consultant desire to enter this Third Amendment to extend the Term of the Agreement to enable the Consultant to complete 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. Term of Agreement. The term of the Agreement is hereby extended until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth 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: Pierce Coleman PLLC  
4711 East Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Consultant: BLX Group LLC  
1910 South Stapley Drive, Suite 115  
Mesa, Arizona 85204  
Attn: Robin Schlingens

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3. 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.

4. Non-Default. By executing this Third Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Third 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 Third Amendment are forever waived.

5. Israel. Consultant 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.

6. Conflict of Interest. This Third Amendment and the Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

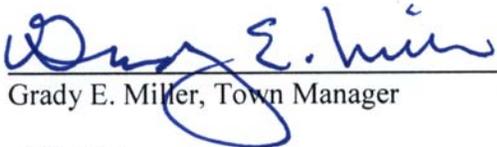
[SIGNATURES ON FOLLOWING PAGES]

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

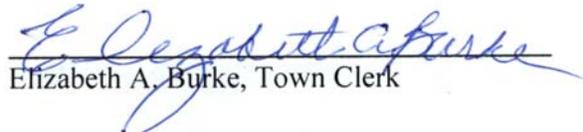
“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

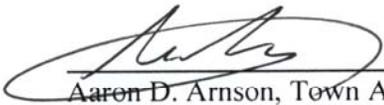
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Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

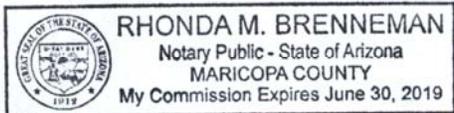
APPROVED AS TO FORM:

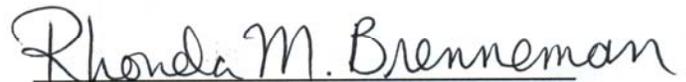
  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On May 7, 2019, 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]

**"Consultant"**

BLX GROUP LLC,  
a(n) Delaware limited liability company

By: Robert L Schlenger

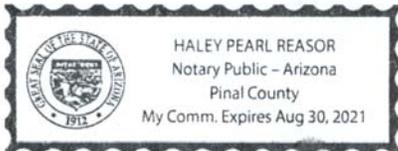
Name: Robin L. Schlimgen

Title: Managing Director

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On April 29, 2019, before me personally appeared Robin L. Schlimgen, the Managing Director of BLX GROUP LLC, a(n) 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.



Haley Pearl Reasor  
Notary Public

(Affix notary seal here)