

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT  
AND  
SWAIM ASSOCIATES, LTD**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of APRIL 22, 2015, between Rio Nuevo Multipurpose Facilities District, an Arizona tax levying special facilities district (the "District"), and Swaim Associates, Ltd., an Arizona corporation ("Swaim").

RECITALS

A. The District and Swaim entered into a Professional Services Agreement dated March 24, 2015 (collectively, the "Agreement"), for Swaim to provide Phase II scoping and preliminary assessment services for the District project known as TCC Arena Phase II.

B. The District has determined that additional pre-design services are necessary in connection with the Agreement (the "Additional Services").

C. The District and Swaim desire to amend the Agreement to (i) modify the scope of work to include the Additional Services and (ii) increase the compensation to Swaim and its subcontractors for the Additional 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 District and Swaim hereby agree as follows:

1. Scope of Work. Swaim, and Swaim's subcontractors, shall provide the Additional Services as set forth in the Amended Scope of Work, attached hereto in Exhibit A and incorporated herein by reference.

2. Compensation. The District shall increase the compensation to Swaim for the Additional Services at the rates as set forth in the Fee Proposal attached hereto in Exhibit A and incorporated herein by reference, resulting in an increase of compensation to a not to exceed amount of \$83,270.00. This total not to exceed amount is broken down as follows (as more particularly described in Exhibit A), each amount its own not to exceed amount:

Architectural – Swaim Associates, \$38,508; Structural – Schneider Structural, \$2,100; Mechanical, Electrical, Communications – GLHN, \$25,287; Civil – Risk Engineering, \$10,575; Cost estimating – Compusult, \$9,800.

3. Subcontractor Payments. Failure of Swaim to timely pay its subcontractors on any subcontractor invoice incorporated and submitted by Swaim to the District for services provided to the District shall be a basis for District suspension and/or termination of the Agreement.

4. 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.

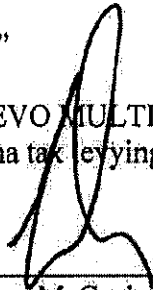
5. Non-Default. By executing this First Amendment, Swaim affirmatively asserts that (i) the District is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating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

6. Conflict of Interest. This First Amendment and the Agreement may be canceled by the District 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.

**"District"**

RIO NUEVO MULTIPURPOSE FACILITIES DISTRICT,  
an Arizona tax levying special facilities district

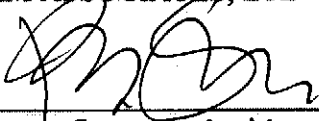
By:   
Fletcher McCusker, Chairman

ATTEST:

  
Mark Irvin, Secretary

**"Swaim"**

SWAIM ASSOCIATES, LTD

By:   
Name: MARK SWAIM  
Title: PRESIDENT