

**JOINT-VENTURE TEAMING AGREEMENT
BETWEEN
AZTEC ENGINEERING GROUP, INC
AND
TYP SA**

This JOINT-VENTURE TEAMING AGREEMENT (hereinafter "this Agreement") is made and entered into this 1st day of July 2013, by and between AZTEC Engineering Group, Inc (AZTEC), an Arizona corporation with offices located in Phoenix, Arizona and TYP SA (Tecnica y Proyectos S.A.), with headquarters in Madrid, Spain and a branch office in Phoenix, Arizona.

WHEREAS, the above identified parties, because of their diverse capabilities, have determined that they would benefit from a team arrangement between their respective organizations in order to develop the best management and technical approach to the I-69, Section 5 P3 project in Indiana, hereinafter referred to as "the Project", to be procured by a commercial entity by the award of a contract in response to a statement of qualifications and/or submitted by the team parties; and in the event of a contract award arising out of these premises, the parties agree that AZTEC shall be the Managing Partner representing 60 percent of the Joint-Venture, and TYP SA shall be the Supporting Partner representing 40 percent of the Joint-Venture, for this project identified herein; and

WHEREAS, AZTEC will be responsible for the Management of the Design and will perform a portion of the Design itself and TYP SA will assist with any and all Design Elements necessary to successfully complete the project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Each party will work with the other in good faith to produce a proposal or proposals which will cause the selection of the JV as a leader engineering entity for the acceptance by the commercial entity, and each party will continue to exert reasonable, good faith efforts toward this objective throughout any and all negotiations concerning a proposed contract or subcontracts which may follow the submission of such proposal or proposals. This requirement includes the furnishing of qualified personnel who will cooperate together in drafting a proposal.
2. Each party will bear all costs, risks and liabilities incurred by it arising out of its obligations and efforts under this Agreement during the pre-proposal and proposal periods, which are defined as the periods up to the award of a prime contract. Neither party shall have any right to any reimbursement, payment or compensation of any kind from the other during the period prior to the award of the contract contemplated by this Agreement.
3. The parties each will designate in writing one or more individuals within their respective organizations as their representative(s) responsible for directing performance of the parties' obligations under this Agreement.

4. This Agreement shall remain in effect until the first of the following shall occur:
 - a. An official announcement by the commercial entity that the Project has been canceled or awarded to a different team.
 - b. One year after effective date of this Agreement, or 1 year after the date upon which the last "best and final" offer is submitted by the Proposer team in which the Design JV is integrated as leader engineering, whichever occurs later.
5. The termination or expiration of this Agreement shall not supersede the obligation of the parties with respect to the protection of proprietary information.
6. In the event that this Agreement is terminated, either party shall be free to pursue its individual technical approaches in association with the successful contractor or a third party for work which is the subject of this Agreement.
7. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.
8. This Agreement shall be enforced and interpreted under the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first stated above.

TYPSA

By: _____

Name: TAIVER MARTINEZ ESPINOSA

Title: TRANS PORTATION GENERAL MANAGER

AZTEC Engineering Group, Inc.

By: Michael D. Riggs

Name: Michael D. Riggs

Title: Vice President