



**SECOND AMENDMENT  
TO THE  
LINKING AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
ALBERT HOLLER & ASSOCIATES**

THIS SECOND AMENDMENT TO THE LINKING AGREEMENT (this “Amendment”) is entered into as of \_\_\_\_\_, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Albert Holler & Associates, an Arizona sole proprietor (the “Consultant”). The Town and the Consultant are the only parties to this Amendment; each is an individual “Party,” and together they are the “Parties.”

RECITALS

- A. The Parties entered into the Linking Agreement, No. CON-24-049-FIN dated July 1, 2024, for the Consultant to provide tax audit services (the “Agreement”).
- B. The Parties desire to enter into this Amendment to extend the term of the Agreement.

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. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.
2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 11, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.
3. Effect of Amendment. 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 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 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 Amendment are forever waived.

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

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

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

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld P.L.C.

**“Consultant”**

ALBERT HOLLER & ASSOCIATES,  
an Arizona Sole Proprietor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title