



**THIRD AMENDMENT
TO
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
B2B DIRECT SALES, INC.**

THIS THIRD AMENDMENT TO THE LINKING AGREEMENT (this “Third Amendment”) is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and B2B Direct Sales, Inc., dba The HVAC Company, an Arizona corporation (the “Contractor”).

RECITALS

- A. The Town and the Contractor entered into the Linking Agreement No. CON-25-035-PBW dated August 7, 2025, for the Contractor to provide heating, ventilation, and air conditioning (HVAC) preventative maintenance (the “Agreement”).
- B. The Town has determined that additional HVAC preventative maintenance services by the Contractor are necessary (the “Additional Services”).
- C. The Town and the Contractor desire to enter into this Third Amendment to provide for an increase in compensation to the Contractor for 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 Contractor hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.
2. Compensation. The not-to-exceed compensation in the Agreement is amended from \$ 185,899.06 in total to \$245,899.06 per year.
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 Third Amendment, the Contractor 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. Conflict of Interest. This Third 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 Contractor 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 Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor 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 PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year third 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, PLC

“Contractor”

B2B DIRECT SALES, INC.,
an Arizona corporation

By: Nicole Hoover

Name: Nicole Hoover

Title: Commercial Account Manager