



AMENDMENT NO. SEVEN
TO THE
THIRD-PARTY INSPECTION AGREEMENT
WITH
FIVE STAR RESORT OWNER, LLC AND FIVE STAR LAND OWNER, LLC

This Amendment No. Seven to the Third-Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC (“**Amendment Seven**”) is made and entered into as of this ____ day of June 2025 (“**Effective Date**”), by and among the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), Five Star Resort Owner, LLC, a Delaware limited liability company, and Five Star Land Owner, LLC, a Delaware limited liability company (collectively, “**Five Star**”).

RECITALS

- A. Town and Five Star entered into an agreement on December 20, 2018, pursuant to which Five Star agrees to reimburse the Town for third-party plan review and inspection services provided by Brown & Associates Certified Inspection Service, Inc. (“**Brown**”) for Five Star’s resort hotel, commercial, and dwelling unit project in Paradise Valley, Arizona (“**Agreement**”); and
- B. On June 13, 2024, Town and Five Star amended the Agreement to allow Five Star to request additional services directly from Brown and to extend the Term; and
- C. Town and Five Star wish to modify and amend the Agreement again, subject to and strictly in accordance with the terms of this Amendment Seven.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Five Star hereby agree as follows:

- 1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment Seven.
- 2. **Term.** Paragraph 2 of the Agreement, “Term of Agreement,” is deleted and replaced to read as follows:
 - 2. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2026, unless sooner terminated as otherwise provided in this Agreement.
- 3. **Compensation.** Subparagraph 3.1 of Paragraph 3 of the Agreement, “Scope of Services,” is deleted and replaced to read as follows, with all other provisions of Paragraph 3 remaining unchanged:
 - 3.1 Five Star is authorized to request Services directly from Brown & Associates up to an amount not to exceed Two Million Three Hundred and Seventy Thousand Dollars (\$2,370,000).

4. **Ratification of Agreement.** Town and Five Star hereby agree that except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment Seven conflicts with the Agreement, then the provisions of this Amendment Seven shall prevail.
5. **No Default.** By executing this Amendment Seven, Five Star shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment Seven, under any of the terms or conditions of this Amendment or of the Agreement and (ii) any and all claims by or of Five Star, known or unknown, relating to this Amendment Seven or the Agreement and existing on or before the execution date of this Amendment Seven are forever waived
6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.
7. **Forced Labor of Ethnic Uyghurs.** To the extent applicable under A.R.S. § 35-394, Five Star certifies that it does not, and will not for the duration of the Agreement, 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.

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Amendment Seven upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

FIVE STAR RESORT OWNER, LLC,
a Delaware limited liability company

Andrew B. Ching, Town Manager

Gerald C. Ayoub, Manager

ATTEST:

FIVE STAR LAND OWNER, LLC,
a Delaware limited liability company

Duncan Miller, Town Clerk (SEAL)

Gerald C. Ayoub, Manager

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney