



**FIRST AMENDMENT
TO THE
SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
HIGHGROUND, INC.**

THIS FIRST AMENDMENT TO THE SERVICES AGREEMENT (this “Amendment”) is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Highground, Inc., Inc., an Arizona corporation (the “Consultant”). The Town and Consultant are the only parties to this Agreement; each is an individual “Party,” and together they are the “Parties.”

RECITALS

- A. The Parties entered into the Services Agreement, Contract No. CON-23-049-TMG, dated April 13, 2023, for the Consultant to provide public relations and media services (the “Original Agreement”).
- B. The Town has determined that additional services by the Consultant are necessary (the “Additional Services”), and that extending the Agreement’s term is in the Town’s best interest.
- C. 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 Parties 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 30, 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 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

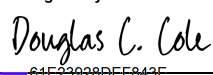
APPROVED AS TO FORM:

Signed by:


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

“Consultant”

HIGHGROUND, INC.,
an Arizona corporation

Signed by:


64E29928DEF043E...
Signature

Douglas C. Cole

Name

Chief Operating Officer

Title