



**FIRST AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
PFVT MOTORS LLC**

THIS FIRST 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 PFVT Motors, LLC, a Delaware limited liability company, (the “Vendor”). The Town and the Vendor 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-26-005-PBW, dated August 1, 2025, for the Vendor to provide vehicles (the “Agreement”).
- B. The Town has determined that it needs to purchase additional vehicles from the Vendor, as outlined in the vehicle list attached hereto as Exhibit A and incorporated as if fully set forth herein (the “Additional Services”).
- C. The Parties desire to enter into this Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Vendor 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 Vendor 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 March 16, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.
3. Compensation. The Town shall increase the compensation to the Vendor by \$490,000, resulting in an increase of the combined not-to-exceed compensation from \$300,000 to \$790,000.

4. 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.

5. Non-Default. By executing this Amendment, the Vendor 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.

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

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor 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 Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor 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.

“Vendor”

PFVT MOTORS INC.,
a Delaware limited liability company

Signature

Name

Title

EXHIBIT A
TO THE
FIRST AMENDMENT TO THE LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
PFVT MOTORS LLC

[Additional Services]

Vehicle	Primary Use	Units
2025 Ford Explorer Interceptor's	Patrol	2
2026 Electrical Vehicle	Community Development	1
2026 F150 Super Crew	Patrol	2
2025 Ford Bronco	PD Administration	1
Ford Explorer	Detective	1
Ford F550 Landscape Truck	Public Works Streets	1