

ORIGINAL

C-7864-1
08/30/2016

FIRST AMENDMENT TO LEASE

This 1st Amendment to Lease Agreement (this "Amendment"), is made and entered into as of the Effective Date (as defined in Section 5 hereof), by and between the City of Glendale, an Arizona municipal corporation ("Landlord") and Jarnagin and Jarnagin, Inc., an Arizona corporation ("Tenant").

RECITALS:

WHEREAS, Landlord, as Lessor, and Tenant, as Lessee, have entered previously into that certain Lease Agreement dated November 14, 2011 (collectively, the "Office Lease Agreement") for certain premises located in that office building located at 5800 West Glenn Drive, Glendale, Arizona (the "Premises"), which premises are designated as Suite 252, containing 1,224 rentable square feet and 1,113 usable square feet located on the 2nd floor of the Building, commonly referred to as The Bank of America Plaza (the "Building").

WHEREAS, Landlord and Tenant desire to alter, amend or modify certain provisions of the Lease in accordance with the provisions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

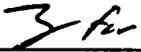
1. **Incorporation of Recitals: Definitions.** The Recitals set forth above are hereby incorporated in this Amendment as if set forth herein in full. All capitalized terms not defined in this Amendment shall be deemed to have the meanings given such terms in the Office Lease Agreement.
2. **(g) Expiration date.** November 30, 2019
3. **(k) Minimum Monthly Rent.**

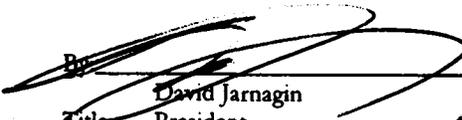
December 1, 2016-November 30, 2017	\$1,275.00 per month plus applicable rental tax
December 1, 2017-November 30, 2018	\$1,326.00 per month plus applicable rental tax
December 1, 2018-November 30, 2019	\$1,377.00 per month plus applicable rental tax
4. **(q) Tenant Improvement Allowance.** Landlord shall provide up to \$5,000 toward improvements to Suite 252 (i.e. carpet, paint). This must be completed no later than May 31, 2017. If Allowance is not utilized on or before May 31, 2017 the Allowance will no longer be available to Tenant.
4. **Ratification of the Lease.** Except as specifically set forth in this Amendment, the parties hereto hereby agree that the Office Lease Agreement is unmodified and in full force and effect, and further hereby ratify, affirm and confirm that the Office Lease Agreement is amended by this Amendment. From and after the Effective Date, the term "Office Lease Agreement" shall be deemed to mean and include the Office Lease Agreement as amended by this Amendment.
5. **Effective Date.** The "Effective Date" of this Amendment shall mean the date on which the Amendment is signed by the last party.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to Office Lease Agreement this 30 day of Aug, 2016.

LANDLORD:
CITY OF GLENDALE
An Arizona municipal corporation

TENANT:
JARNAGIN & JARNAGIN, INC., an Arizona
corporation

By: 
Kevin R. Phelps
Title: City Manager
Date of Signature: 8-30-16

By: 
David Jarnagin
Title: President
Date of Signature: 8/9/2016

ATTEST:

By: 

APPROVED AS TO FORM:

By: 