FIRST AMENDMENT
TO
SUBLEASE AGREEMENT
BETWEEN
PINAL COUNTY
AND
HONORING/HIRING/HELPING OUR
HEROES OF PINAL COUNTY

THIS FIRST AMENDMENT ("**Amendment**") is dated this ___ day of September, 2016 ("**Effective Date**"), and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("**Sublessor**"), and HONORING/HIRING/HELPING OUR HEROES OF PINAL COUNTY, INC., an Arizona non-profit corporation ("**Sublessee**"). Sublessor and Sublessee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Sublessor and Lessee are parties to that certain Sublease Agreement dated the 24th day of August, 2016 ("**Sublease**"), in connection with a portion of the property commonly known as 318 N. Florence Street, Casa Grande, AZ 85122; and

WHEREAS, Sublessor and Sublessee desire to amend the insurance provisions set forth in Section 7.1.1 of the Sublease.

AGREEMENT

NOW, THERFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. INCORPORATION OF SUBLEASE. All provisions of the Sublease are hereby incorporated by this reference into this Amendment. The provisions of the Sublease shall continue in full force and effect except as specifically amended and/or supplemented by this Amendment.

2. INSURANCE PROVISIONS. Section 7.1.1 of the Sublease is deleted in its entirety and replaced to read as follows:

7.1.1 Sublessee shall purchase and maintain the hereinafter stipulated minimum insurance with companies, possessing a current AM Best, Inc. rating of A-VIII or better, duly licensed in the State of Arizona.

The insurance requirements herein are minimum requirements for this Sublease and in no way limit the indemnity covenants contained in this Sublease. Sublessor in no way warrants that the minimum limits contained herein is sufficient to protect the Sublessee

from liability that might arise out of this Sublease. Sublessee is free to purchase such additional insurance as Sublessee determines necessary.

Sublessee's insurance shall be primary and any insurance maintained by Sublessor shall not contribute to or be excess of Sublessee's insurance.

Sublessee's insurance shall contain a waiver of rights of recovery or subrogation against Sublessor, its officials and employees for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, the Sublessee's use or occupancy of the building.

General Liability Insurance: General Liability insurance of $1,000,000 per occurrence with a $2,000,000 general aggregate limit and a $2,000,000 products completed operations limit including coverage for bodily injury, personal injury, broad form property damage, contractual liability, products/completed operations, and fire legal liability for the replacement cost of the building. Such insurance shall name Pinal County Additional Insured to the full limits of liability coverage provided by Sublessee's insurance policy even if such limits of liability are in excess of those required by this Sublease.

Automobile Liability Insurance: Coverage shall provide at least $1,000,000 of coverage per occurrence for bodily injury and property damage combined as a single limit for any owned, hired, and non-owned vehicles used on building premises.

Workers' Compensation Insurance: Statutory Worker's Compensation insurance and Employer's Liability insurance of $1,000,000 each accident, $1,000,000 each disease and $1,000,000 disease policy limits shall be in full force and effect any time Sublessee employs one or more employees.

Plate Glass: Sublessee shall, at Sublessee's expense, replace any plate glass damaged from any cause whatsoever. Plate glass will not be covered by property insurance covering the building.

Notice of Cancellation: Subleasee shall not permit or allow its insurance policies to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days' advance written notice to the Subleasor. **Verification of Coverage**: Sublessee shall furnish Sublessor with certificates of insurance (ACORD form or equivalent approved by Sublessor) and copies of additional insured endorsements as required by this Sublease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure to maintain the insurance policies as required by this Sublease or to provide timely evidence of renewal will be considered a material breach of the Sublease. Sublessor

reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Sublease at any time.

3. CANCELLATION. The Parties acknowledge that this Amendment is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties hereto, have executed this Amendment as of the day and year set forth below.

"Sublessor"

PINAL COUNTY, a political subdivision of the State of Arizona

_____
Todd House, Chairman of the Board

Dated: _____

ATTEST:

_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM:

_____
Deputy County Attorney

"Sublessee"

HONORING/HIRING/HELPING OUR HEROES OF PINAL COUNTY, INC., an Arizona non-profit corporation

By: _____

Name: Kim Rodriquez

Title: President

Dated: _____

CONSENT IS HEREBY GRANTED FOR THIS AMENDMENT:

NORTH FLORENCE STREET, LLC

By: _____

Name: Walter and Molly Hunt

Title: _____

Dated: _____