

AMENDMENT TO SUBLEASE AND MANAGEMENT AGREEMENT

This Amendment to Sublease and Management Agreement is made and entered into this _____ day of _____, 2013 by and between the **Lexington-Fayette Urban County Government** ("Landlord" or "Owner"), an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507, and **LexArts, Inc.** ("Tenant" or "Manager"), a Kentucky nonprofit corporation, 161 North Mill Street, Lexington, Kentucky 40507.

WHEREAS, Owner and Manager entered into a Sublease and Management Agreement dated March 7, 2002, for sublease and management of the property known as the Downtown Arts Center and that agreement has been previously amended; and

WHEREAS, Manager, formerly known as the Lexington Arts and Cultural Council, Inc., is now known as LexArts, Inc.; and

WHEREAS, Owner and Manager desire to further amend the Sublease and Management Agreement.

NOW, THEREFORE, Owner and Manager agree as follows:

1. That the term of this agreement, as previously amended, shall be extended for a period of twelve (12) months, to expire on June 30, 2014, with an option for one twelve (12) month automatic renewal.

2. That paragraph 5.C.(1) of the Sublease and Management Agreement between Owner and Manager is hereby amended to provide that Owner shall pay Manager a fee in the sum of One Hundred Nine Thousand Two Hundred Fifty Dollars (\$109,250.00) as compensation for Manager's services. That fee shall pay be payable

in four (4) equal quarterly installments, with each such payment contingent upon the Manager's compliance with paragraphs 5.A. and B. of the agreement. Books of accounts shall be kept by the Manager and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Manager. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Manager, shall be maintained at the principal place of business of the Manager. Owner shall have free and complete access to the books, papers and affairs of the Manager at all reasonable times, and if it desires, it may have the books and papers of the Manager audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Owner.

3. All other provisions of the Sublease and Management Agreement, as previously amended, remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXARTS, INC.

BY: _____
Jim Gray, Mayor

BY: _____
Its: _____

ATTEST:

WITNESS: _____
DATE: _____

Meredith Nelson
Clerk of the Urban County Council

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