

**AMENDMENT AND SETTLEMENT TO
SUBLEASE AND MANAGEMENT AGREEMENT**

This Amendment and Settlement to Sublease and Management Agreement is made and entered into this _____ day of September, 2014 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 and settle and resolve all outstanding issues related to that agreement.

NOW, THEREFORE, Owner and Manager agree as follows:

1. That the parties acknowledge and agree that LexArts, Inc., no longer occupies or has any existing right to occupy the property known as the Downtown Arts Center, and shall no longer be responsible for the management thereof.

2. That in lieu of the payment required by Manager to Owner in paragraph 5 of the Sublease and Management Agreement between Owner and Manager, which the parties agree totals thirty six thousand nine hundred seventy seven dollars

(\$36,977.00), the parties instead agree that the services which have been provided, or will be provided by Manager as indicated in Exhibit "A", which is attached hereto and incorporated herein by reference, are acceptable and shall serve in full as the only additional consideration required in order for Manager to have fulfilled its financial obligations under the Sublease and Management Agreement.

The estimated value of each item is reflected on the exhibit. The parties agree that with the exception of any ongoing responsibilities as further provided in paragraph 3, below, this matter has been fully resolved and settled between them.

3. The Owner acknowledges and agrees that item numbers 3, 4, 5, 6, 7, and 8, have been satisfactorily performed by Manager as of the date of this Amendment to Agreement. With respect to item number 8 on the exhibit, Manager agrees that it shall forego any and all outstanding payment to which it may be due and entitled from the Actors Guild of Lexington.

The parties agree that item numbers 1 and 2 on the exhibit have been partially fulfilled but that Manager shall continue to provide the described services until such time as the respective projects are completed.

4. 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

EXHIBIT "A"
Services/products provided by LexArts

1. \$3,000 for Share Center Mural Administration - Services provided include: call for artist, assembling applications, presentation to the Committee, organizing and participating in community meetings, selection process, artist communications, artist contract, payment processing, printing, press release and press conference.

2. \$3,000 for Oliver Lewis Bridge Project Administration - Services provided include: call for artist, assembling applications, presentation to the Committee, organizing and participating in community meetings, selection process, artist communications, artist contract, payment processing, printing, press release and press conference.

3. \$3,000 Services provided for National Arts Program – Services provided included: call for artist, curation, exhibit installation, press release and press conference.

4. \$5,001 – Apple products

Mac Mini with OS X Server	8/13/2013	949.00
Mac Mini: 2.3 GHz Quad-Core Intel Core i7	8/13/2013	759.00
Mac Mini: Quad-Core Intel Core i7	8/13/2013	1,187.00
Mac Mini: Quad-Core Intel Core i7	8/13/2013	854.00
Airport Extreme	8/13/2013	189.00
Apple Service and Warranty	8/13/2013	1,063.00

5. \$10,000 – DAC database of clients, shows, sales, and contracts

6. \$10,800 – Floor renovation at ArtsPlace

7. \$2,176 – Banners for the DAC (front of the building)

8. \$7,035 – Debt forgiveness for Actors Guild of Lexington

Total - \$44,012

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