

AMENDMENT TO LEASE AGREEMENT (CONTRACT #4688)

THIS AMENDMENT TO LEASE AGREEMENT, made and entered into on the \_\_\_\_ day of September, 2014, by and between LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, hereinafter referred to as "Owner", and ANN TOWER GALLERY, LTD., hereinafter referred to "Tenant".

WITNESSETH:

WHEREAS, Owner and Tenant entered into a Lease Agreement for approximately 969 square feet of commercial space on the ground floor and approximately 1,415 square feet of commercial space on the second floor of the building in the premises known as Downtown Arts Center which is located at 141 – 143 East Main Street, Lexington, Kentucky (hereinafter the "Premises"); and,

WHEREAS, Lease Agreement was entered into on the 16<sup>th</sup> day of November, 2001, (R-713-2001) and a copy of the lease agreement is attached, Labeled Exhibit "A", and incorporated by reference; and,

WHEREAS, lease agreement was amended (R-610-2012) to allow continued occupancy of the first and second floor space on a month-to-month basis at an increased rental rate; and,

WHEREAS, Tenant has expressed the desire to reduce their footprint within the facility to the second floor space (approximately 1,415 square feet), to maintain the current annual rental rate, and to continue occupancy on a month-to-month basis;

WHEREAS, Owner has the desire for Tenant to reduce their footprint within the facility to the second floor space, to maintain the current annual rental rate, and to continue occupancy on a month-to-month basis;

NOW, THEREFORE, Owner and Tenant hereby agree that the aforesaid Lease Agreement shall be amended as follows:

1. Owner and Tenant agree that the term of the lease agreement shall be extended on a month-to-month basis.
2. That Owner or Tenant shall provide a sixty (60) day written notification to the other party whenever said space is to be vacated.
3. That Tenant shall reduce their footprint within the facility and occupy only the second (2<sup>nd</sup>) floor area of approximately 1,415 square ft of space as specified within the agreement.
4. That Tenant shall continue to pay Owner an annual rental rate of \$6,684.44 (\$557.04 per month) for use of the second floor space.
5. That all other terms and provisions of the aforesaid Lease Agreement shall remain unchanged and are hereby reaffirmed, ratified, adopted, and incorporated by reference into this Amendment to Lease Agreement, and that the aforesaid Lease Agreement and this Amendment to Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

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

OWNER:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: \_\_\_\_\_  
MAYOR

TENANT:

ANN TOWER GALLERY, LTD

BY: Ann Javor  
ANN TOWER – OWNER

WITNESS:

Yick L. Caldwell

ATTEST:

\_\_\_\_\_  
Clerk of Urban County Council