

FIRST AMENDMENT TO LEASE AGREEMENT (R 223-2012)

This FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into on the ____ day of March, 2015, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter referred to as "Owner", and **NURSING HOME OMBUDSMAN AGENCY OF THE BLUEGRASS**, hereinafter referred to "Tenant."

WITNESSETH:

WHEREAS, Owner and Tenant entered into a Lease Agreement for approximately 605 square feet of space on the first floor of the building known as Lexington Senior Citizen's Center which is located at 1530 Nicholasville Road, Lexington, Kentucky (hereinafter the "Premises"); and,

WHEREAS, the Lease Agreement was entered into on the 10th day of May, 2012, (R-223-2012), expires on June 30, 2015, and a copy of the Lease Agreement is attached, Labeled Exhibit "A", and incorporated herein by reference; and,

WHEREAS, Owner has informed Tenant that a new Senior Center is under construction and that the existing Premises will be closed upon completion of the new center; and,

WHEREAS, Tenant has expressed the desire to continue occupying the leased space within the Premises on a month-to-month basis until such time of closure; and,

WHEREAS, Owner desires for Tenant to continue occupying the leased space within the Premises on a month-to-month basis until closure;

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

1. That Owner and Tenant agree that the term of the lease agreement shall be extended on a month-to-month basis, beginning on 01 July, 2015.
2. That Tenant or Owner may elect to terminate the month-to-month lease at any time, with or without reason, by providing notice of such to the other party at least two (2) weeks in advance of the proposed termination date. For any partial month Tenant leases the Premises, Tenant shall pay rent at a prorated amount.
3. That all other terms and provisions of the aforesaid Lease Agreement shall remain unchanged and are hereby reaffirmed, ratified, adopted, and incorporated herein by reference into this First Amendment to Lease Agreement, and that the aforesaid Lease Agreement and this First Amendment to Lease 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:
NURSING HOME OMBUDSMAN AGENCY of the BLUEGRASS

BY:  _____
NHOA EXECUTIVE DIRECTOR

WITNESS:



ATTEST:

Clerk of Urban County Council

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