## SECOND AMENDMENT TO LEASE AGREEMENT (R 269-2012) CONTRACT #167-2012

This SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into on the \_\_\_\_ day of April, 2016, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter referred to as "Owner", and **NAMI LEXINGTON (KY), INC.,** hereinafter referred to as "Tenant".

## WITNESSETH:

WHEREAS, Owner and Tenant entered into a Lease Agreement for approximately 813 square feet of space in the building known as LFUCG Black and Williams Neighborhood Center which is located at 498 Georgetown Street, Lexington, Kentucky (hereinafter the "Premises"); and,

WHEREAS, the Lease Agreement was entered into on the 13<sup>th</sup> day of July, 2012, (R-269-2012; Contract #167-2012) and a copy of the Lease Agreement is attached as

Exhibit "A", and incorporated herein by reference; and,

WHEREAS, the Lease Agreement was amended, (R-375-2015), to extend the agreement for one (1) year, ending June 30, 2016 and the amendment is attached as Exhibit "B", and incorporated herein by reference; and,

WHEREAS, Owner continues working on a facility usage plan that promotes

occupant activity that best serves community-based need; and,

WHEREAS, Tenant has expressed the desire to continue occupying the leased space within the Premises on a month-to-month basis during plan creation at the same terms and conditions;

WHEREAS, Owner desires for Tenant to continue occupying the leased space within the Premises on a month-to-month basis during plan creation at the same terms and conditions;

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

1. That the term of the lease agreement shall be extended on a month-to-month

basis, beginning on 01 July 2016.

2. 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 Second Amendment to Lease Agreement, and that the aforesaid Lease Agreement and this Second 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: NAMI LEXINGTON(KY), INC.  BY:  EXECUTIVE DIRECTOR
WITNESS	ik & Calchelf
ATTEST:	
Clerk of U	Jrban County Council
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