

AMENDMENT TO LEASE AGREEMENT (CONTRACT #5203)

THIS AMENDMENT TO LEASE AGREEMENT, made and entered into on the ___ day of _____, 2014, by and between LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, hereinafter referred to as "Lessor", and ALFALFA RESTAURANT, LLC hereinafter referred to "Lessee".

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Lease Agreement for space within the "Downtown Arts Center", located at 141 – 143 East Main Street, Lexington, Kentucky (hereinafter the "DAC") on the 22nd day of April, 2004, (R-212-2004) and a copy of the agreement is attached, Labeled Exhibit "A", and incorporated by reference; and,

WHEREAS, Lease Agreement stipulates that the annual rent shall be increased based on the Consumer Price Index (CPI) using calculations as specified within Section 5. of the agreement; and,

WHEREAS, the gas piping within the facility has recently been altered to enable Lessee's usage within the facility to be separately metered; and,

WHEREAS, Lease Agreement stipulates in Section 13. that Lessor provides utilities, including natural gas service to the premises; and,

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

1. Lessor and Lessee agree that beginning July 1, 2014, and for each subsequent renewal term thereafter, Lessee shall be responsible for payment of the cost of natural gas used by Lessee and shall arrange for the natural gas bills to be invoiced directly to Lessee.
2. That beginning July 1, 2014, in exchange for Lessee assuming the costs for their natural gas usage throughout all future renewal terms of the agreement, Lessor shall not apply annual CPI increases to the rent for three fiscal years through June 30, 2017.
3. That rental increases shall again be applied, per terms of the agreement, beginning July 1, 2017 and throughout any additional renewal periods of the lease.
4. 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.

LESSOR:
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____ DATE: ___/___/___
JIM GRAY – MAYOR

LESSEE:
ALFALFA RESTAURANT, LLC
A Kentucky limited liability company

BY:  _____ DATE: 4/28/2014
JAMES M. HAPP, Member

WITNESS:

ATTEST:

Clerk of Urban County Council