

"EXHIBIT B"

RESOLUTION NO. 350 - 2014

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO LEASE AGREEMENT WITH DENHAM-BLYTHE COMPANY, INC., EFFECTIVE MAY 19, 2014, FOR PROPERTY LOCATED AT 100 TRADE STREET, LEXINGTON, KENTUCKY, TO AMEND THE RENEWAL TERMS, AND FURTHER AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXERCISE THE OPTION TO RENEW THE LEASE FOR AN ADDITIONAL PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED \$8,350.04 PER MONTH PLUS UTILITIES.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Amendment to Lease Agreement, which is attached hereto and incorporated herein by reference and effective May 19, 2014, with Denham-Blythe Company, Inc., for property located at 100 Trade Street, Lexington, Kentucky, to amend the renewal terms; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, is further authorized to exercise the option to renew the lease for an additional period of one year in an amount not to exceed \$8,350.04 per month plus utilities.

Section 2 - That an amount, estimated not to exceed the sum of \$97,837.28 (FY2015), be and hereby is approved for payment to Denham-Blythe Company, Inc., from account #6002-160504-71302 pursuant to the terms of the Amended Lease Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 1, 2014

MAYOR



ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL  
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**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT shall be attached to and become a part of that certain lease dated November \_\_, 2011 between Denham-Blythe Company, Inc. ("Landlord") and Lexington Fayette Urban County Government ("Tenant") covering premises commonly known as and described as 100 Trade Street, Suite \_\_, Lexington, KY 40511. The leased premises being more particularly described in said lease. Whereas, the parties are desirous of amending said certain lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set out herein said certain lease, the parties hereby mutually agree to modify the following lease terms:

Section 1.2 Renewal Options under **TERM** on page two (2) should read as follows:

Lessee may have three (3) options to renew this Lease for a term of one (1) year each ("First Renewal Term" and "Second Renewal Term") from the Termination Date of this Lease upon one hundred eighty (180) days written notice. The same terms and conditions of this Lease (except the Rent as referred to in Section 2.5) will apply to the Renewal Term.

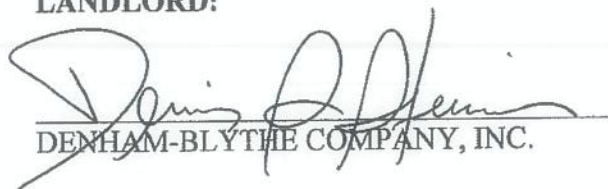
Section 2.5 Rent During Renewal Periods under **RENT DURING RENEWAL PERIODS** on page three (3) should read as follows:

Rent During Renewal Periods. Rent during all Renewal Terms, as referenced in section \_\_ and amended herein, shall be \$8,350.04 per month. All other terms of this Lease remain in effect.

All other terms and conditions of the original lease agreement, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this second amendment to lease agreement to be effective the \_\_ day of May, 2014.

**LANDLORD:**

  
DENHAM-BLYTHE COMPANY, INC.

Witness: Levi L. Brown

Date: 5-19-14 Time: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
JIM GRAY, MAYOR

Witness: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_