



**AMENDMENT TO GROUP SALES AGREEMENT**

THIS AMENDMENT TO GROUP SALES AGREEMENT (the "Amendment") is made and entered into effective as of August 17, 2020 (the "Amendment Effective Date"), by and between Lexington Marriott City Center ("Hotel") and Kentucky Educational Development Corporation ("Group"). Capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to them in the Agreement (defined below).

WHEREAS, effective August 17, 2020, Hotel and Group entered into a Group Sales Agreement (the "Agreement"); and

WHEREAS, Hotel and Group wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the parties hereby agree as follows:

**1. CONDITIONAL WAIVER OF DAMAGES**

The parties acknowledge that Group was contractually obligated to hold an event at Hotel on November 12-13, 2020 (the "Original Event"), that the Group canceled that event, and that as the result of that cancellation, damages are now due from Group to Hotel in the amount of \$250, which shall be referred to herein as the "Original Program Dates Cancellation Fee." The Hotel has conditionally agreed to waive the Original Program Dates Cancellation Fee provided that Group (i) actually holds this event that is the subject of this Amendment or an event(s) of equal or greater value no later than December 31, 2021, and (ii) actually generates, in conjunction with the event that is the subject of this Amendment at least ninety percent (90%) of the contracted rooms revenue and ninety percent (90%) of the contracted food and beverage revenue.

Group acknowledges that Hotel has been damaged by Group's cancellation of the Original Event and that the conditional waiver of the Original Program Dates Cancellation Fee is based solely upon the desire of Hotel to maintain a good relationship with Group. If the conditions outlined above are not fully satisfied, the conditional waiver of the Original Program Dates Cancellation Fee will be withdrawn. If the conditional waiver of the Original Program Dates Cancellation Fee is withdrawn, Hotel will invoice Group for the Original Program Dates Cancellation Fee, which will be due within fourteen (14) days of the date of invoice. For purposes of clarity, under such circumstance, the Original Program Dates Cancellation Fee will be due, in addition to any amounts due hereunder (including any amounts due for attrition associated with or for the cancellation of the event that is the subject of this Amendment).

Upon signature by both parties, Kentucky Educational Development Corporation and the Hotel shall have agreed to and executed this Amendment by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Group:

Approved and authorized by Hotel:

Name: (Print) \_\_\_\_\_

Name: (Print) Mia Pelham \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Title: (Print) Sales Manager \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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