

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
FIRST AMENDMENT TO GRANT AGREEMENT**

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT ("Amendment") is made and entered into this 30 day of August 2017 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") through its **OFFICE OF AFFORDABLE HOUSING**, and **KANISA APARTMENTS, LTD**, a Kentucky limited partnership, whose principal address is 465 Price Road, Lexington, Kentucky 40508 ("Recipient").

WITNESSETH:

WHEREAS, pursuant to Chapter 2, Article XXXXV, Section 2-482 of the Lexington-Fayette County Code of Ordinances (the "Code"), the Affordable Housing Fund ("Fund") was created to preserve, produce and provide safe, quality and affordable housing; and

WHEREAS, pursuant to Chapter 2, Article XXXXV, Section 2-479 of the Code, the Affordable Housing Governing Board (the "Board") oversees and manages the administration of the Fund; and

WHEREAS, LFUCG and the Recipient entered in that certain Grant Agreement ("Agreement") dated August 25, 2015, (attached hereto and incorporated herein as Exhibit A) whereby LFUCG awarded Recipient a Grant to fund a rehabilitation and repairs for the property located at 471 Price Road, Lexington, Kentucky 40508, also known as Ferrill Square Apartments; and

WHEREAS, in order to assist Recipient in the completion of the Affordable Housing project, the Board has approved additional funds and amended terms to the Agreement and in accordance with Section 7.8 of the Agreement, LFUCG and Borrower desire to memorialize a modification to the Agreement; and

NOW, THEREFORE, the parties agree to the following modifications to the Agreement:

1. Section 1.1 of the Agreement shall be amended to provide for the following:

Pursuant to the Application, the Commitment Letter, and this Agreement, LFUCG will make available an amount not to exceed **FOUR HUNDRED FIFTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$458,000.00)** to Recipient from the Affordable Housing Fund. Funds will be disbursed by LFUCG to Recipient in accordance with the requirements set forth in this Agreement and conditioned upon Recipient's continued satisfactory performance under the terms of this Agreement. The Funds will be in the form of a grant. The funds will be expended only for the purpose of construction and rehabilitation of the Property (defined below) described in the Eligible Activity pursuant to Section 1.2 of the Agreement and in conformity with the other provisions of this Agreement.

