

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
AFFORDABLE HOUSING FUND
NOTE MODIFICATION AGREEMENT**

This AGREEMENT, made and effective 9 day of December, 2016, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG") and **EZEKIEL FOUNDATION, INC.**, a Kentucky non-profit corporation, whose address is 513 Madison Point Drive, Lexington, Kentucky 40515 (hereinafter referred to as the "Borrower"), which designation shall include the respective successors and assigns, in interest of the parties hereto.

WITNESSETH:

WHEREAS, the Borrower has executed and delivered to LFUCG a Non-Forgivable Loan Promissory Note ("Note") dated July 21, 2015, in the principal amount of **ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS (\$159,374.00)**;

WHEREAS, the Note was secured by a Personal Guaranty ("Guaranty") executed by Fred and Carol Worsham and dated June 30, 2015; and

WHEREAS, LFUCG and the Borrower mutually desire to amend said Note to extend the term of repayment and Maturity Date;

NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties agree to amend said Mortgage and Note as follows:

1. The Maturity Date of the Note is hereby extended through and including July 1, 2017.
2. All other terms and conditions of the Note, except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Modification Agreement on the day and year first above written.

EZEKIEL FOUNDATION, INC.

By: Lisa Lou Halle
Title: Treasurer

