

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

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 20th day of June 2018 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 **COMMUNITY VENTURES CORPORATION, INC.**, a Kentucky non-profit corporation, whose principal address is 1450 North Broadway, Lexington, Kentucky 40505 ("Recipient").

RECITALS

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 oversees and manages the administration of the Fund; and

WHEREAS, Recipient by application dated October 5, 2016 (the "Application"), attached has applied for and has received approval for funds in the form of a grant for a specific housing related project described below (the "Eligible Activity"). The approval was granted and accepted in a Commitment Letter dated January 20, 2017, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in order to assist Recipient in the funding of the Eligible Activity, LFUCG is willing to make funds available to Recipient from the Fund under the terms and conditions of this Agreement; and

WHEREAS, the project for which Recipient has been approved includes rehabilitation activities for homeownership.

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

ARTICLE 1 – COMMITMENT OF FUNDS

1.1 LFUCG's COMMITMENT. Pursuant to the Application and this Agreement, LFUCG will make available an amount not to exceed **Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00)** 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 and expended only to provide subsidy for eligible homebuyers who purchase homes from the Recipient on or before December 31, 2018. The maximum subsidy eligible to any one homeowner is **Twenty-Six Thousand Two Hundred Fifty and 00/100 Dollars (\$26,250.00)**. Any unused grant funds will be recaptured by the Affordable Housing Fun and may be later renewed by approval of the Affordable Housing Fund Board of Directors. Funds will be expended only for the purpose described in the Eligible Activity pursuant to Section 1.2 below and in conformity with the other provisions of this Agreement. Further, LFUCG will not be required to advance any amount under this Agreement

if an Event of Default (as hereinafter defined) has occurred and is continuing.

1.2 ELIGIBLE ACTIVITY. The Funds have been made available based upon the information provided by Recipient in the Application. The sole purpose of this allocation is and will be to subsidize homeownership for homebuyers whose total income is at or below Eighty Percent (80%) of area median income for Fayette County, Kentucky.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

2.1 Recipient represents and warrants that:

(a) All funds disbursed hereunder will be used only for the eligible activity and Project as described above for, the Property, as approved by LFUCG, and said funds will not be used in any other manner or for any other purpose; and

(b) Where applicable, the rehabilitation work has been approved by the appropriate local, regional and state agencies, including those concerned with planning and zoning, public works and health.

2.2 Recipient understands and acknowledges that projects assisted with LFUCG Affordable Housing Funds must, at a minimum, meet the requirements set out in this Agreement. Recipient will supply, at LFUCG's request, all necessary documentation to substantiate compliance with this paragraph.

2.3 Recipient represents and warrants that, at the time any advances are made by LFUCG as provided herein, the Property will contain no substance known to be hazardous such as hazardous waste, lead-based paint (in violation of Federal or State law), asbestos, methane gas, urea formaldehyde, insulation, oil, toxic substances, polychlorinated biphenyls (PCBs) or radon, and Recipient shall take all action necessary to insure that the Property contains no such substances. Further, the Property will not be affected by the presence of oil, toxic substances or other pollutants that could be a detriment to the Property, nor is Recipient or the Property in violation of any local, state or federal environmental law or regulation and no violation of the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Resource Compensation and Liability Act or Occupational Safety and Health Act has occurred or is continuing. Recipient will take all actions within its control necessary to insure that no such violation occurs. Recipient will immediately deliver to LFUCG any notice it may receive about the existence of any of the foregoing hazardous conditions on the Property or about a violation of any such local, state or federal law or regulation with respect to the Property.

2.4 Recipient is duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky; has the power and authority, corporate or otherwise, to own its properties and carry on its business as being conducted; and is duly qualified to do business wherever qualification is required. Recipient has been organized pursuant to state law for the primary purpose of providing housing to persons and families of lower and moderate income. Recipient is not presently under any cease or desist order or other orders of a similar nature, temporary or permanent, of any federal or state authority which would have the effect of preventing or hindering the performance of its duties under this Agreement, nor are there any proceedings presently in progress or to its knowledge contemplated which would, if successful, lead to the issuance of any cease or desist order.

2.5 Plans and specifications for the Project are satisfactory to Recipient and, to the

extent required by applicable law, have been approved by all governmental agencies and authorities having jurisdiction thereof, and the use of the Project site(s) contemplated hereby will comply with all local zoning requirements.

2.6 There are no actions, suits or proceedings pending or, to the knowledge of the Recipient, threatened against or affecting it or the Project.

ARTICLE 3 – REQUIREMENTS FOR DISBURSEMENT

3.1 **DISBURSEMENT OF FUNDS.** Funds will be disbursed to Recipient upon receipt by LFUCG of the following:

- (a) an executed original of the Authorized Signature form; and
- (b) evidence that the Project will remain affordable as provided below;
- (c) proof of costs in adherence to LFUCG's requirements for draws and inspections for the Program activity under this Agreement (construction draws); and

LFUCG will not be required to advance any amount hereunder if an Event of Default (hereinafter defined) has occurred and is continuing.

3.2 **AFFORDABILITY PERIOD.** Property assisted with Funds must be restricted to remain affordable to persons at or below eighty percent (80%) of the area median income pursuant to the guidelines of the United States Department of Housing and Urban Development (HUD) for a minimum of five (5) years from date the Funds are first expended on each unit in the Project. Affordability must be ensured by recorded deed restrictions.

3.3 **INSURANCE.** For all properties assisted with Affordable Housing Funds, the Recipient or Property Owner must maintain all risk, fire and extended coverage, in form and with companies acceptable to LFUCG, for each Unit of the Project and any improvements to be constructed thereon in an amount of not less than the Affordable Housing Funds made available to Recipient for each Unit of the Project. Each policy must include appropriate loss payable clauses in favor of LFUCG or Recipient, as applicable, as beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to LFUCG. Recipient will deliver proof of all insurance to LFUCG upon request.

3.4 **LEGAL MATTERS.** All legal matters incident to the contemplated transaction will be concluded to the satisfaction of LFUCG's Department of Law.

3.5 **PROOF OF CORPORATE ACTION.** Prior to execution of this Agreement, LFUCG shall have received (i) copies of Recipient's organizational documents; (ii) confirmation from the Secretary of State of Recipient's organizational jurisdiction that Recipient is a validly existing entity in good standing, and (iii) a resolution from the Recipient's Board of Directors, member, manager or general partner, as appropriate, authorizing the execution of the legal documents evidencing the funding received under this Agreement. If Recipient is a foreign entity, it shall, in addition to jurisdictional organizational documents provide evidence of its authority to conduct business in the Commonwealth of Kentucky.

ARTICLE 4 – REHABILITATION TERMS

4.1 **PLANS AND SPECIFICATIONS.** If applicable, Recipient will develop the Property in accordance with plans and specifications which have been approved by the LFUCG's Office of Affordable Housing and all other necessary LFUCG divisions and/or departments. Said plans

and specifications may be subject to minor changes as required to comply with state and local building codes and to conform to the Property, provided such changes are approved by LFUCG. In addition to said plans and specifications, Recipient will prepare or cause to be prepared from time to time such additional plans and drawings, including working drawings, shop drawings and supplemental specifications, as may be necessary or desirable to facilitate expeditious construction of the improvements in accordance with the approved plans and specifications and will cause copies of all such additional items to be delivered to LFUCG. All of said plans and specifications and any such additional items so approved are hereinafter collectively referred to as the "Plans and Specifications." Recipient will not deviate nor permit any such deviation from the Plans and Specifications without the prior written consent of LFUCG.

4.2 NO LIENS. Recipient will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with the Plans and Specifications. The Recipient will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder. Disbursement of the Affordable Housing Funds by LFUCG will not be made until a representative of LFUCG has inspected the improvements, certified their completion and received from the general contractor and all subcontractors affidavits, in form and substance satisfactory to LFUCG, stating that payment will constitute payment in full of all amounts due and owing to them and their suppliers.

4.3 DEADLINE ON PROPERTY DEVELOPMENT. Recipient can begin development of the Property upon approval of the Affordable Housing Fund Staff. Rehabilitation work is to be pursued with diligence and without delay. Recipient will cause the improvements to be constructed in a good and workmanlike manner in substantial compliance with the Plans and Specifications and in all respects in full compliance with all laws, rules, permits, requirements and regulations of any governmental agency or authorities having jurisdiction over the Property.

4.4 USE OF FUNDS. Recipient will cause all Affordable Housing Funds dispersed pursuant hereto to be applied entirely and exclusively for the development, as applicable, of the Property and payment of labor and materials in the completion of development work in substantial compliance with the Plans and Specifications and for the payment of such other costs incidental thereto as may be specifically approved in writing by LFUCG.

4.5 RIGHT OF INSPECTION. Recipient will permit access by LFUCG to the books and records of Recipient and to the Property and all improvements at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with the Plans and Specifications, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

4.6 UNDERTAKING. If required by LFUCG prior to disbursement of Affordable Housing Funds hereunder and thereafter as LFUCG may require, Recipient will deliver to

LFUCG (a) an agreement between Recipient and the architect who has prepared the Plans and Specifications whereby such architect agrees that the agreement is assignable to LFUCG upon the same terms and conditions as exist in said agreement; (b) an agreement between Recipient and Recipient's contractor whereby Recipient's contractor agrees that the agreement is assignable to LFUCG upon the same terms and conditions as exist in said agreement; (c) copies of all subcontracts and material purchase orders between Recipient's contractor and any persons, firms, or corporations with whom it has contracted to provide labor, materials or services with respect to the construction of the improvements, where any such contract exceeds a minimum price of Five Thousand Dollars (\$5,000.00); and (d) if requested in writing by LFUCG, a list of all persons, firms and corporations who have provided or proposed to provide labor, materials or services in connection with construction of the improvements.

4.7 NONLIABILITY OF LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Recipient. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

Article 5 – Breach or Default

5.1 RECAPTURE OF FUNDS; BREACH OF AGREEMENT. In the event of a breach, LFUCG may suspend Recipient's authority to draw Affordable Housing Funds at any time by giving notice to Recipient. LFUCG has the right, in its sole discretion, to terminate disbursement of funds and/or recapture any remaining portion of Affordable Housing Funds and/or require repayment of Affordable Housing Funds already disbursed upon the occurrence of one or more of the following events ("Breach"):

(a) Recipient does not diligently pursue the activity detailed in Recipient's Application and for which Affordable Housing Funds have been awarded;

(b) Recipient violates of any of the terms of this Agreement, the Affordable Housing Governing Board policies, the Note evidencing the Affordable Housing Funds under this Agreement or any other Security Document entered into pursuant to this Agreement;

(c) Recipient does not submit reports or submits inadequate reports pursuant to Article 6 below;

(d) Recipient defaults under any of the terms of this Agreement or any other document executed in conjunction with funding under this Agreement, and such default is not cured within any applicable cure period;

(e) Recipient is unable to draw all Affordable Housing Funds, as set forth in the closing documents, in no instance later than twenty-four (24) months from the date of this Agreement;

(f) Recipient is unable to document its participation in the project throughout the compliance period as required of nonprofit material participation per IRC Section 42;

(g) The information submitted to LFUCG by Recipient, upon which LFUCG

relied in its decision to allocate funds to Recipient, proves to be untrue or incorrect in any material respect; or

(h) LFUCG determines in its sole discretion that it would be inadvisable to disburse Affordable Housing Funds to Recipient because of a material and adverse change in Recipient's condition.

5.2 EVENTS OF DEFAULT. Occurrence of one or more of the following events will, in the sole discretion of LFUCG, constitute an event of default:

(a) Any representation or warranty made herein, or in any certificate, report or statement furnished to LFUCG in connection the Affordable Housing Funds proves to have been untrue or misleading in any material respect when made;

(b) Failure of Recipient to perform any of the provisions of this Agreement or any other document executed in connection with this Agreement;

(c) Recipients violation of the affordability requirements, whether evidenced by recorded Deed Restriction or owner certification of continued compliance;

(d) The entry of any lien or encumbrance against the Project site(s), except for ad valorem taxes which are not yet due and payable and liens incurred in the ordinary course of business with respect to amounts which are not yet due and payable without penalty or interest;

(e) Recipient fails to prosecute Project site development work with diligence so that construction thereof will be completed in a timely manner;

(f) Any party obtains or seeks an order or decree in any court of competent jurisdiction seeking to enjoin the construction of the improvements or to delay construction of the same or to enjoin or prohibit Recipient or LFUCG from carrying out the terms and conditions hereof, and such proceedings are not discontinued or such decree is not vacated within thirty (30) days after LFUCG has given Recipient notice under the provisions hereof;

(g) Recipient discontinues the rehabilitation work and abandonment continues for a period of ten (10) days;

(h) Recipient permits cancellation or termination of any insurance policy required under this Agreement or fails, if required, to obtain any renewal or replacement thereof satisfactory to LFUCG;

(i) Recipient (A) becomes bankrupt, or ceases, becomes unable, or admits in writing its inability to pay its debts as they mature, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, creditors; (B) applies for, or consents (by admission of material allegations of a petition or otherwise) to the appointment of a trustee, receiver or liquidator of the Recipient or of a substantial portion of its assets, or authorizes such application or consent, or proceedings seeking such appointment are commenced without such authorization, consent or application against it and continue un-dismissed and unstayed for a period of fifteen (15) days; (C) authorizes or files a voluntary petition in bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction; or authorizes such application or consent; or proceedings to such end are instituted against the Recipient without such authorization, application or consent and are approved as properly instituted, remain undismissed for fifteen (15) days, or result in adjudication of bankruptcy or insolvency; or

(k) Recipient is found to have violated any law or regulation, whether federal or state.

5.3 CURE OF BREACH OR DEFAULT; PENALTIES. If any breach or default is not cured within thirty (30) days from the date LFUCG notifies Recipient of the breach or default, LFUCG may continue suspension of disbursements. Additionally, LFUCG may declare the grant immediately repayable and may institute proceedings for its collection. LFUCG may terminate this Agreement by giving written notice to Recipient. In the event of a termination, Recipient's authority to draw Affordable Housing Funds will terminate as of the date of the notice of termination and Recipient will have no right, title or interest in or to any remaining Affordable Housing Funds.

5.4 MISAPPROPRIATION OF FUNDS. Recipient will be liable for any and all misappropriation of Affordable Housing Funds, audit exceptions by state or federal agencies, and violations of the terms of this Agreement. LFUCG also has the right to require Recipient to repay to LFUCG a portion of or all Affordable Housing Funds drawn by Recipient in cases of breach involving misappropriation of funds or fraudulent uses of funds.

5.5 RIGHTS UPON DEFAULT. If one or more of the events of default described above occur, LFUCG may declare Recipient to be in default under this Agreement by giving not less than ten (10) days prior written notice to Recipient, except for a default in payment, in which case no notice is required, and thereafter, LFUCG may exercise any one or more of the following remedies:

- (a) Exercise its rights under this Agreement;
- (b) Enter upon the Project site(s), expel and eject Recipient and all persons claiming through or under Recipient and collect the rents and profits therefrom;
- (d) Complete the Project site development work at the cost and expense of Recipient and add such cost to the debt evidenced by the grant and this Agreement;
- (e) Have discharged of record any mechanic's and materialmen's lien or other lien against the Project site(s);
- (f) Institute such legal proceedings or other proceedings in the name of Recipient or LFUCG as LFUCG may deem appropriate for the purpose of protecting the Project site(s) and LFUCG's interests therein; or
- (g) Do and perform all acts and deeds in the name of Recipient or LFUCG as LFUCG deems necessary or desirable to protect the Project site(s) and LFUCG's interests therein.
- (h) All of the rights and remedies of LFUCG under this Agreement shall be cumulative and to the fullest extent permitted by law and shall be in addition to all those rights and remedies afforded LFUCG at law or in equity or in bankruptcy.

5.6 PAYMENTS DUE TO DEFAULT. Recipient shall reimburse and fully compensate LFUCG upon demand for all loss, damage and expense, including without limitation reasonable attorney's fees and court costs, together with interest on the amount thereof from the date the same accrues at the rate of twelve percent (12%) per annum, incurred by LFUCG(a) by reason of any default or defaults hereunder or under this Agreement executed by Recipient, (b) by reason of the neglect by Recipient of any duty or undertaking hereunder and (c) in the exercise of any

right or remedy hereunder.

ARTICLE 6 – RECORDS; REPORTING

6.1 RECORDS; ACCESS. Recipient agrees to keep adequate records pertaining to the Project and the uses of Affordable Housing Funds. Recipient agrees to provide LFUCG or its designee access to all of its books and records, including fiscal records, for the purpose of program assessment reviews, and to retain all books and records until the later of three (3) years from the termination of this Agreement, or until all audits of performance during the term of this Agreement have been completed, or until any pending litigation involving this grant or related books and records is settled. Recipient agrees to maintain its books and records in accordance with generally accepted accounting principles. Nothing in this Agreement will be construed to limit the ability of LFUCG to monitor implementation of the project funded by this Agreement.

6.2 REPORTING REQUIREMENTS. Recipient agrees that all program and financial reports must be submitted as requested by LFUCG, on the forms provided by LFUCG, on annual basis. Beginning the first calendar quarter after Recipient receives a disbursement of Affordable Housing Funds and every year thereafter.

6.3 ANNUAL FINANCIAL REPORTING. Recipient agrees to provide LFUCG or its designee audited financials and/or Financial Compilation Reports on an annual basis during the term of this Agreement.

6.4 WARRANTY AS TO INFORMATION. Recipient acknowledges that its award of Affordable Housing Funds has been based upon information received from Recipient. Recipient warrants that the financial and other information furnished by Recipient to LFUCG was, at the time of application, and continues to be, true and accurate.

6.5 PROGRAM COMPLIANCE. Recipient agrees to comply with LFUCG program guidelines and criteria relating to the Affordable Housing Fund.

ARTICLE 7 - MISCELLANEOUS

7.1 NOTICES. Any notice required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when properly addressed and hand-delivered, or mailed by registered or certified mail with postage prepaid, to Recipient or LFUCG, as the case may be, at the following addresses or to such other place as any of the parties may for themselves designate in writing from time to time for the purpose of receiving notices pursuant hereto:

Recipient: Community Ventures Corporation, Inc.
1450 North Broadway
Lexington, Kentucky
ATTN: Brenda Weaver

LFUCG: Lexington-Fayette Urban County Government

Phoenix Building
101 East Vine Street, Suite 400
Lexington, Kentucky 40507
ATTN: Richard McQuady, Affordable Housing Manager

7.2 COSTS TO BE PAID BY RECIPIENT. All items which Recipient agrees to furnish under this Agreement will be furnished at Recipient's sole cost and expense.

7.3 NON-DISCRIMINATION AND FAIR HOUSING RULES. The Project and all contractors and major subcontractors engaged in connection therewith shall comply with all fair housing and non-discrimination statutes and regulations as they are amended from time to time, which include but are not limited to the following, each of which is hereby incorporated by reference into this Agreement:

Fair Housing Act (Title VIII of the Civil Rights Act of 1968);
24 CFR § 5.105, which prohibits discrimination on the basis of actual or perceived sexual orientation or gender identity, and marital status
Title VI of the Civil Rights Act of 1964;
Section 504 of the Rehabilitation Act of 1973;
Section 109 of Title I of the Housing and Community Development Act of 1974;
Title II of the Americans with Disabilities Act of 1990;
Architectural Barriers Act of 1968;
Age Discrimination Act of 1975;
Title IX of the Education Amendments Act of 1972; and
Presidential Executive Orders 11063, 11246, 12892, 12898, 13166, 13217.
Nondiscrimination and Equal Opportunity requirements [24 CFR §5.105(a)]
Chapter 2, Article 2, §§2-26 – 2-46 of the Lexington-Fayette County, Code of Ordinances

7.4 SUSPENSION AND DEBARMENT. Recipient certifies by submission of its application and execution of this Agreement that to the best of its knowledge and belief after reasonable investigation, that it and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction under this Agreement by any federal or state department or agency, or under LFUCG's Suspension and Debarment Policy. Recipient further agrees that any future principal will meet the requirements of this section.

7.5 INDEMNIFICATION. Recipient shall indemnify, defend and hold LFUCG harmless from and against any and all liabilities, claims, demands, losses, damages, costs and expenses (including without limitation, reasonable attorney's fees and litigation expenses), actions or causes of actions, arising out of or relating to any breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty of Recipient contained in this Agreement or in any document delivered to LFUCG or by Recipient, or any other person on behalf of Recipient pursuant to the terms of this Agreement, except for that which occurs as a result of LFUCG's gross negligence or willful misconduct.

7.6 GOVERNING LAW. This Agreement and the grant referred to herein will be governed by the laws of the Commonwealth of Kentucky.

7.7 **ASSIGNABILITY.** Recipient may not assign this Agreement nor any part hereof without the prior written consent of LFUCG. Subject to the foregoing restriction, this Agreement will inure to the benefit of LFUCG, its successors and assigns and will bind Recipient, Recipient's successors, assigns and representatives.

7.8 **MODIFICATION.** No variance or modification of this Agreement will be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

7.9 **EXHIBITS.** Any exhibits attached to this Agreement and the matters contained therein are incorporated herein and deemed to be a part hereof as if fully recited in this Agreement prior to the date of execution hereof.

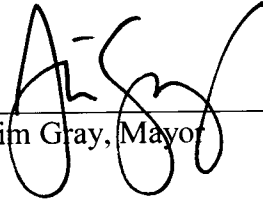
7.10 **WAIVER.** LFUCG may waive Recipient's performance of any of the terms of this Agreement or Recipient's default hereunder; provided, however, such waiver must be in writing, signed by LFUCG, and any such written waiver hereunder will not be construed as a waiver of any other term or condition of this Agreement or of any act of continuing default.

7.11 **INVALID PROVISIONS.** The invalidity or unenforceability of a particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____


Jim Gray, Mayor

ATTEST:


Clerk, Urban County Council

COMMUNITY VENTURES CORPORATION, INC.

BY: _____

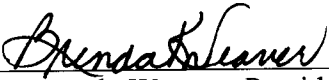

Brenda Weaver, President, Lending and Housing

EXHIBIT A

January 20, 2017

Mr. Kevin Smith, President and CEO
Community Ventures, Inc.
1450 North Broadway
Lexington, Kentucky, 40505

Dear Mr. Smith,

This letter serves as an amendment to the contingent commitment letter dated October 25, 2016 in which an allocation of \$654,866 in funding from the Affordable Housing Fund of Lexington-Fayette County Government was awarded to Community Ventures, Inc. for the acquisition and rehabilitation/reconstruction of 8 single family homes. Four of the homes are located at 402,413 and 462 Chestnut Street and 436 Hawkins Street. The other 4 homes will be located in the neighborhood surrounded by Race, Goodloe and Warnock Streets.

The allocation consists of a line of credit totaling \$444,866 and subsidy dollars of \$210,000. Up to \$50,000 of the amounts drawn on the line of credit to demo homes in the neighborhood surrounded by Race, Goodloe and Warnock Streets will not be subject to repayment. This amount will be supported by documentation including invoices from the demo work. The amounts drawn in excess of the aforementioned costs to demo certain homes will be repayable at a rate of 2% and the loan term will be for one year. The loan is renewable if the units are not completed by the maturity date. Repayment of the principal and interest on the line of credit will come from the sale of the homes.

The subsidy dollars will serve as developer subsidy to ensure the completed units are affordable to households at or below 80% of area median income. As per your October 5 application and schedules the approximate cost to acquire and complete a unit is \$110,382. The anticipated sales price of the "affordable units" is anticipated to be between \$70,000 and \$100,000. The difference between the cost of placing a home in service and the sales price will be funded through the subsidy dollars provided at an amount not to exceed \$26,250 per home. The subsidy amount will be repayable only if proceeds from a future sale of the home within the timeframe of the deed restriction are available to repay all or part of the subsidy.

A 1% fee on the line of credit totaling \$4,448.66 is due at closing.

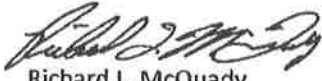
This commitment is contingent upon the following:

1. Community Ventures agrees to a 5 year deed restriction on the completed units. This deed restriction will take effect on the sale date of the home. The deed restriction will ensure the homes are available for households whose income is at or below 80% of area median income.
2. Submission of a board resolution accepting this agreement.

3. Community ventures, Inc. agrees that upon initial sale of the home the mortgage will include language that the home is to be used as the buyer's primary residence.

Please indicate below your acceptance of this contingent commitment letter. Upon acceptance we will work to close the transaction. I look forward to working with you in providing affordable housing opportunities for residents of Fayette County.

Sincerely,



Richard L. McQuady
Affordable Housing Manager

Accepted by:



Community Ventures, Inc.