

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

THIS FIRST AMENDMENT TO LOAN AGREEMENT ("First Amendment") is made and entered into this 20th day of October, 2022 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 (hereinafter referred to as "LFUCG") through its **OFFICE OF AFFORDABLE HOUSING**, and **POLO CLUB PARK APARTMENTS, LLLP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 (hereinafter referred to as the "Borrower").

WITNESSETH

WHEREAS, pursuant to Chapter 2, Article XXXXV, Section 2-482 of the Lexington-Fayette Urban County Code of Ordinances ("the Code"), the Affordable Housing Fund ("the 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 Borrower entered into that certain Loan Agreement ("Agreement") dated March 23, 2021, (attached hereto and incorporated herein as Exhibit A), whereby the parties agreed to Affordable Housing Loan Program terms to fund a rehabilitation and/or renovation project known as Polo Club Park Apartments located at the real property known as 6411 Polo Club Lane, Lexington, KY 40509 (herein referred to as the "Project" and the "Property" respectively); and

WHEREAS, the Borrower has requested additional funding in the amount of **ONE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS (\$176,591.00)** to complete the Project; and

WHEREAS, the Board has agreed to provide this funding, as evidenced by the Commitment Letter (attached hereto and incorporated herein as **Exhibit B**), to bring the deferred loan total for the Project to **SIX HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS (\$676,591.00)**; and

WHEREAS, in accordance with Section 7.8 of the Agreement, LFUCG and Borrower desire to memorialize a modification to the Agreement to reflect the new understanding between the parties as set forth in this First Amendment below.

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

1. Section 1.1 of the Agreement, titled "LFUCG's Commitment," shall be amended

as follows:

Pursuant to the Application and this Agreement, LFUCG will make available an amount not to exceed **SIX HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS (\$676,591.00)** (“AHF Loan”) to Borrower from the Affordable Housing Fund. Affordable Housing Funds will be disbursed by LFUCG to Borrower in accordance with the requirements set forth in this Agreement and in the Commitment, conditioned upon Borrower’s continued satisfactory performance under the terms of this Agreement. The AHF Loan will be evidenced by one or more promissory notes in form and substance satisfactory to LFUCG payable to LFUCG and signed by Borrower. The AHF Loan shall be repaid according to the terms and conditions set forth in the promissory notes, executed by Borrower on March 23, 2021 and October 20, 2022, (“Notes”). Principal and interest (if any) of the AHF Loan shall be amortized in equal, consecutive installments of principal, unless the Notes specify otherwise. Accrued but unpaid interest (if any) shall continue to accrue until principal and interest have been paid in full. All unpaid principal and interest shall be due on **October 1, 2042** (“Maturity Date”), in accordance with the terms and conditions set forth in the Notes. In the event of any inconsistency between the Application and this Agreement, this Agreement will control. The AHF Loan will be expended only for the purpose of renovation and/or rehabilitation on the Property (defined below) described in the mortgage(s) executed pursuant to Section 1.2 below and in conformity with the other provisions of this Agreement, the Commitment and the Application. 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.

2. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, this First Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

WITNESS the signatures of the parties hereto as of the date and year first above written.

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Mackenzie Stock
Clerk, Urban County Council

POLO CLUB PARK APARTMENTS, LLLP
a Kentucky limited liability limited partnership

By: AU Associates Inc.
General Partner



Johan Graham, President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

Subscribed, sworn to and acknowledged before me this 20th day of October 2022, by Johan Graham, President, by and on behalf of **POLO CLUB PARK APARTMENTS, LLLP**, a Kentucky limited liability limited partnership.





Notary Public, State-at-Large, Kentucky

My commission expires: 01/31/2026