

MORTGAGE

THIS MORTGAGE (the "Mortgage"), executed on the date shown by the notarial certificates hereon, but delivered, effected and dated this 1st day of November 2018, by and between **GREENHOUSE17**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is PO Box 55190, Lexington, Kentucky 40555 (the "Mortgagor") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS 67A, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 (the "Mortgagee").

WITNESSETH:

Mortgagor and Mortgagee have entered into a Loan Agreement of even date herewith, for the rehabilitation of real property and improvements described herein, the terms of which, together with such amendments as are from time to time agreed to by the parties, are incorporated herein as if fully set forth. Mortgagor is justly indebted to Mortgagee for money loaned to Mortgagor pursuant to the Loan Agreement, as evidenced by that certain note (the "Note") of even date herewith in the original principal amount of \$420,000 with interest thereon at the rate provided therein, payable to the order of Mortgagee on or before October 31, 2028, which is the Final Maturity Date of the Note. The terms of the Note are incorporated herein as if fully set forth.

NOW, THEREFORE, in consideration of the premises and in order to secure payment of the indebtedness evidenced by the Note or so much thereof as may be advanced by the Mortgagee, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and any other sums payable on or by reason of, the Note or this Mortgage, or any other instrument securing payment of the Note (collectively, the "Loan Documents"), and the faithful performance and observance of all covenants, stipulations and agreements set out herein and in the Loan Agreement and Note, and all renewals, amendments, substitutions, extensions and modifications thereof, Mortgagor hereby grants, conveys, assigns and mortgages unto Mortgagee, its successors and assigns, all of its right, title and interest in and to the following described property (hereinafter called the "Mortgaged Property") situated and located in Fayette County, Kentucky, to-wit:

- a) The real property (the "Land") described in Exhibit A;
- b) All rents, issues, profits, royalties, income and other benefits derived from the Mortgaged Property;
- c) All interests, estates or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Mortgaged Property;
- d) All easements, rights-of-way, licenses, privileges and appurtenances to the Land and all rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;
- e) All right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land and any

and all sidewalks, alleys and strips and lands adjacent to or used in connection with the Mortgaged Property;

- f) Any and all buildings and improvements now or hereafter erected on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (the "Improvements");
- g) All right, title and interest of Mortgagor in and to all tangible personal property (the "Personal Property") owned by Mortgagor and now or at any time thereafter located on or at the Land and used in the operation hereof, including, but not limited to: all goods, machinery, tools, building materials, insurance proceeds, equipment (including fire sprinklers and alarm systems, office, air conditioning, heating, snow removal, lawn care, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; as well as renewals, replacements, proceeds, additions, increases, insurance payments, awards and substitutes thereof, together with all interest of Mortgagor in any such items hereafter acquired, all of which personal property mentioned herein shall be deemed fixtures and accessions to the freehold and a part of the realty and not severable in whole or in part without material injury to the Land or Improvements, but excluding therefrom the personal property of any tenant or licensee of the Mortgaged Property; and
- h) All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance, which Mortgagor now has or may hereafter acquire in the Land, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

This Mortgage is made subject to, and is to include all valid conditions, restrictions, easements and stipulations of record, applicable zoning rules and regulations and taxes not yet due and payable pertaining to the above-described real property as may be revealed in the chain of title thereto.

TO HAVE AND TO HOLD the Mortgaged Property together with all of the rights, privileges, appurtenances and Improvements thereunto belonging unto the Mortgagee, its successors and assigns.

PROVIDED, HOWEVER, that if Mortgagors shall pay the Note according to the terms thereof and perform all of the covenants, conditions, stipulations and agreements set out in the same or herein contained, then this Mortgage shall be canceled, and the Mortgagee shall, at Mortgagor's cost and request, release the same.

ARTICLE 1

GENERAL COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

- 1.1 Good Title. Mortgagor warrants that it has a good and marketable title to an indefeasible fee estate in the Mortgaged Property subject to no lien, charge or encumbrance or exceptions except as are satisfactory to Mortgagee; and that this Mortgage is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the exceptions referred to above. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title, and will forever warrant and defend generally the validity and priority of the lien hereof against the claims and demands of all persons and parties whomsoever.
- 1.2 Taxes and Charges.
 - (a) Mortgagor will promptly pay, from time to time when same shall become due, all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, water and sewer rates, and all other public charges, fines or impositions against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits thereof or arising with respect to the occupancy, use or possession thereof and upon request exhibit the receipts therefore to the Mortgagee.
 - (b) Mortgagor will pay, from time to time when the same shall become due, all charges for utilities or services to the Mortgaged Property and all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee.
- 1.3 Insurance. That Mortgagor shall insure the improvements on the Mortgaged Property against loss by fire and such other hazards as are covered by a standard extended coverage endorsement by an insurance company or companies authorized to do business in the Commonwealth of Kentucky and acceptable to the Mortgagee until the Note is fully paid. The policy or policies for said insurance, bearing such standard extended coverage endorsement, shall be in such amounts as Mortgagee may require and shall have attached thereto loss payable clauses in favor of, and delivered to, Mortgagee. In the event of loss by fire or other causes covered by said standard extended coverage endorsement, Mortgagor shall give immediate notice thereof by mail to Mortgagee which may make proof of loss if not made promptly by Mortgagor, and the insurance company or companies concerned are hereby authorized and directed to make payment for such loss directly to Mortgagee, and Mortgagee may, at its option, apply such insurance proceeds, or any part thereof, to

the payment or reduction of the Note hereby secured or to the restoration or repair of such improvements.

- 1.4 Use and Repairs. Mortgagor will not commit any waste on the Mortgaged Property or without Mortgagee's prior written consent will not make any substantial change in the use of the Mortgaged Property and will not make any alterations in same. Mortgagor will at all times maintain the Improvements in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The Mortgagor shall maintain the Mortgaged Property in compliance with all local, state and federal housing and building codes and standards that exist as of the date of this Mortgage and as the same may be amended.
- 1.5 Mortgagees Procurement of Insurance, Payment of Charges and Repairs. Upon failure of the Mortgagor to maintain insurance, pay taxes and other charges, or keep the improvements thereon in good repair, the Mortgagee, at its option, may procure such insurance, pay said taxes and charges and make such repairs. All sums so paid by the Mortgagee shall be repaid to it immediately by the Mortgagor, and in the default thereof shall be added to and become a part of the debt of the Mortgagor, and shall be secured by the aforementioned mortgage to the extent allowed by law and bear legal interest from the date of such payment until paid.
- 1.6 Condemnation. Mortgagor will give the Mortgagee prompt notice of any condemnation or eminent domain action, actual or threatened, and hereby assigns, transfers, and sets over to the Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation, the Mortgagee being hereby authorized to intervene in any such action and to collect and receive from the condemning authorities and give property receipts and acquittances for such proceeds. Mortgagor will not enter into any agreements with the condemning authority permitting or consenting to the taking of the Mortgaged Property unless the prior written consent of Mortgagee is first obtained. Any expenses incurred by the Mortgagee in intervening in such action or collecting such proceeds shall be reimbursed to the Mortgagee first out of the condemnation proceeds. The proceeds or any part thereof shall be applied solely at the discretion of Mortgagee.
- 1.7 Access to Mortgaged Properties. Mortgagee shall have access to and the right to inspect the Mortgaged Properties at all reasonable times.
- 1.8 Use or Transfer of or Lien Upon the Mortgaged Properties.
 - (a) Mortgagor shall use the Mortgaged Properties to operate this property as emergency shelter for adults and dependent children fleeing domestic violence, dating violence, sexual assault, stalking or other dangerous or life-threatening conditions related to violence until September 30, 2028, unless a change in use is made to benefit a low-moderate income population and the Mortgagee gives prior written approval to the change in use.

- (b) The Mortgagor shall not sell, convey or otherwise transfer, whether voluntarily, involuntarily or by operation of law, title to any part or any legal or equitable interest or full possessory right in the real property or improvements to an entity unwilling or unable to enter into a contract containing the terms, conditions and purposes set forth in the Loan Agreement. In no event shall Mortgagor sell, convey, or otherwise transfer any interest in the real property or improvements or permit the same without the written consent of the Mortgagee and according to the terms and conditions of the Loan Agreement. Such transfer shall include, but is not limited to the transfer of any interest by deed, land contract, mortgage, lease, option or similar agreement.
- (c) The Mortgagor shall not, without the prior written consent of the Mortgagee:
- (1) grant or permit to be filed against the Mortgaged Property any mortgage, charge, encumbrance or lien of any nature whatsoever, except "for a mortgage granted by Mortgagor in favor of Central Bank and Trust in the amount of \$632,000 and recorded on May 12, 2008 Book 6368 Page 739 ("First Mortgage"), which First Mortgage is superior to the within Mortgage, (the "Permitted Encumbrance")", and,
 - (2) a lien of ad valorem property taxes, not then due and payable; or
 - (2) grant or create any easement, license, right-of-way, condition or covenant with respect to any portion or interest in the Mortgaged Property; or
 - (3) permit or allow the directors of Mortgagor to transfer, pledge, mortgage or otherwise assign their interests in Mortgagor or change the legal status of Mortgagor or dissolve. In the event the legal status of Mortgagor shall change or title to the Mortgaged Property or any part thereof is transferred, this prohibition shall apply to the partnership interests transfers of the shares if the new entity is a partnership or beneficial interest with the new entity as a trust, it being agreed that a transfer upon the death of a partner of his interest to his heirs or estate or the transfer to a trust established of the benefit of the partner or the partner's family shall not be prohibited.
- (d) In the event that Mortgagee's consent is requested under (c) above, then any such request shall be accompanied by a full and complete disclosure of the change so requested, including all pertinent information affecting such sale, transfer or encumbrance, and Mortgagee may require reasonable consideration (including, without limitation, an increase in interest or payment of a fee) as a condition precedent to such approval.

1.9 Indemnification. The Mortgagor will defend, protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties,

causes of action, costs and expenses (including, without limitation, reasonable attorney fees and expenses except as may be limited by law or judicial order or decision entered in any action brought to recover monies under this section) imposed upon, incurred by or asserted against Mortgagee by reason of (a) Mortgagee's ownership of any interest in the Mortgaged Property or any part thereof, (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (c) any use, disuse or condition of the Mortgaged Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms hereof, (e) any necessity to defend any of the rights, title or interests conveyed by this Mortgage, or (f) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof; provided, however, the indemnity herein contained shall not apply to negligent acts or omissions of Mortgagee, its agents and employees. In case any action, suit or proceeding is brought against Mortgagee for any such reason, the Mortgagor, upon the request of the Mortgagee, will at the Mortgagor's expense, cause such action, suit or proceeding to be resisted and defended by independent counsel. Any amounts payable to Mortgagee under this Section which are not paid within ten (10) days after written demand therefor shall be indebtedness secured by this Mortgage. The obligations of the Mortgagor under this section for liability arising from events occurring prior to defeasance of this Mortgage shall survive any such defeasance.

- 1.10 Option to Subordinate. Nothing in this agreement shall be construed to prohibit the assignment or subordination of this lien by the Mortgagee.
- 1.11 Zone Changes. Mortgagor covenants not to initiate, join in, or consent to any change in any zoning ordinance, private restrictive covenants or public or private restriction limiting or restricting the uses which may be made of the Mortgaged Premises, without the prior written consent of the Mortgagee obtained in each instance, provided such consent is not unreasonably withheld.

ARTICLE 2

EVENTS OF DEFAULT AND REMEDIES

- 2.1 Events of Default. The following shall constitute Events of Default hereunder:
- (a) if default shall be made in the due observance or performance of any covenant or condition on the part of Mortgagor in the Loan Documents, and the same shall not be cured within thirty (30) days of such default; or
 - (b) if there is a default in any of the terms, covenants and conditions contained in any mortgage or security agreement constituting or granting a lien or security interest upon the property subject hereto (whether same be prior, subordinate or of equal dignity to the lien or security interest granted pursuant hereto) or

should proceedings be instituted for the foreclosure or collection of any mortgage, judgment or lien prior or subordinate or of equal dignity to or with the lien or security interest granted pursuant hereto; or

- (c) Mortgagor refinances an amount equal to the mortgage in favor of the Mortgagee; or
- (d) Mortgagor reorganizes, dissolves, or liquidates; or
- (e) Mortgagor allows liens or other encumbrances to be placed or to remain against the property without the prior written consent of the Mortgagee; or
- (f) Mortgagor fails to use the Mortgaged Property as a residential facility for very low-income and extremely low-income persons with intellectual disabilities or severe and persistent mental illness.
- (g) Mortgagor sells or conveys or otherwise transfers any interest in the Mortgaged Property except in accordance with the terms and conditions of the Note, Mortgage or Loan Agreement; or
- (h) Mortgagor fails to maintain and keep in force required insurance; or
- (i) Mortgagor fails to pay all taxes, legal assessments, water rates and other charges, fines or impositions when same shall become due and payable; or
- (j) Mortgagor fails to maintain the real property in compliance with all codes and standards; or
- (k) Mortgagor is adjudged a bankrupt or insolvent or makes an assignment for the benefit of its creditors or is placed in receivership.

2.2 Remedies. Upon the happening of any Event of Default and at any time thereafter, without notice given to Mortgagor:

- (a) Mortgagee may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding.
- (b) Mortgagee may exercise all rights under the Loan Documents.
- (c) Mortgagee may institute proceedings to enforce the lien of this Mortgage.
- (d) Mortgagee may take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in

aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect, including appointment of a receiver for the Mortgaged Property, as a matter of right, without regard to the value of the Mortgaged Property or the solvency of any person liable for the payment of the Note, and regardless of whether Mortgagee has an adequate remedy at law; Mortgagor hereby waives any and all defenses to the appointment of a receiver and hereby specifically consents to such appointment.

- 2.3 Foreclosure; Expense of Litigation. In any suit to foreclose the lien hereof, or enforce any other remedy, or protect any right of Mortgagee under this Mortgage, or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree to the extent allowed by law all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Mortgaged Property, including bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding, shall be immediately due and payable by Mortgagor, and shall be secured by this Mortgage.
- 2.4 Remedies Not Exclusive. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or under any other document securing payment of the Note or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor to pay the principal of the Note in the manner and at the time and place therein respectively expressed.

ARTICLE 3

MISCELLANEOUS

- 3.1 Agreements Separable. In the event any one or more of the provisions contained in this Mortgage or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 3.2 Notices. All notices hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, postage fully paid, return receipt requested, or by overnight nationwide commercial courier addressed to the parties as follows:

Mortgagee: Lexington-Fayette Urban County Government
c/o Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507
Attention: Division Director

Mortgagor: GreenHouse17
PO Box 55190
Lexington, Kentucky 40555

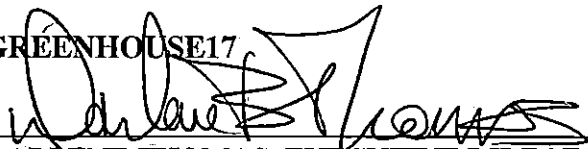
or at such other address as any of the parties may from time to time designate by written notice given as herein required. Mailed notices shall not be deemed given or served until three (3) business days after the date of mailing thereof or, if delivery is by nationwide commercial courier, service of notice shall be deemed given one (1) business day after the date of delivery thereof to said courier. Rejection or refusal to accept, or inability to deliver because of changed addresses or because no notice of changed address was given, shall be deemed a receipt of such notice.

- 3.3 Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns, as the case may be, of Mortgagor and the successor and assigns of Mortgagee. References in this Mortgage to "Mortgagee" shall include all successors and assigns and any subsequent holder of the Mortgage and the Note secured hereby.
- 3.4 Construction. This Mortgage shall be construed according to the laws of the Commonwealth of Kentucky.
- 3.5 Non-Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Mortgage shall be deemed to constitute a waiver of any subsequent breach of such covenant or condition, nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of any payment by Mortgagee at any time

when Mortgagor is in default under any covenant or condition hereof be construed as a waiver of such default, nor shall any waiver or indulgence granted by Mortgagee to Mortgagor be taken as an estoppel against Mortgagee promptly to avail itself of such other rights or remedies as Mortgagee may have or be construed as a waiver of such default, but Mortgagee may at any time thereafter, if such default continues, exercise all its rights arising from such default in the manner provided in this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this writing to be signed, sealed and delivered on its behalf by its duly authorized Executive Director, effective as of the day and year herein first above written.

GREENHOUSE17

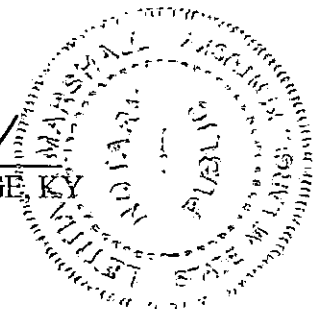
BY: 
DARLENE THOMAS, EXECUTIVE DIRECTOR

STATE OF KENTUCKY
COUNTY OF FAYETTE


The foregoing Mortgage was subscribed, sworn to and acknowledged before me by Darlene Thomas, Executive Director of GreenHouse17, a Kentucky nonprofit corporation, on this the 12th day of November, 2018.

My commission expires: 8/17/2019


NOTARY PUBLIC, STATE AT LARGE KY



PREPARED BY:


Melissa Moore Murphy, Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

IN WITNESS WHEREOF, Mortgagee has caused this writing to be signed, sealed and delivered on its behalf of LFUCG, effective as of the day and year herein first above written.

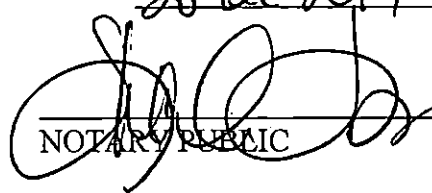
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
JIM GRAY, MAYOR

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to, and acknowledged before me by Jim Gray, Mayor of the Lexington-Fayette Urban County Government, on behalf of the Government, on this, the 28 day of November, 2018.

My commission expires:

28-Dec-2019

NOTARY PUBLIC #547793

[INTENTIONALLY LEFT BLANK]

EXHIBIT A

Legal Description

4400 Briar Hill Road, Lexington, KY 40516

Being all that tract or parcel of land lying on the south side of Briar Hill Road between the Cleveland Road and the Bryan State Road in Lexington, Fayette County, Kentucky, and being more particularly bounded and described as follows, to wit:

Beginning at P .K. nail found in the center line of Briar Hill Road, said nail being N 82° 14' 57" E 527.26 feet from the found RR spike marking the Vanmeter line and being a corner to the Jerry and Beverly Johnson property, thence with the centerline of Briar Hill Road N 82° 34' 24" E 865.23 feet to a P.K. nail found and S 89° 08' 01" E 178.81 feet to a P.K. nail found at the Briar Hill properties line; thence leaving the Briar Hill Road and running with the Briar Hill properties line S 05° 22' 00" W 437.71 feet to a steel pin found at the Quantro Partner, L.T.D. corner; thence continuing with Quantro Partner, L.T.D. corner; thence continuing with Quantro partners, L.T.D. property S 00° 46' 31" E 1392.31 feet to a fence post, a corner to Vanmeter; thence with Vanmeter N 84° 18' 24" W 825.71 feet to an aluminum monument set at a corner to Jerry and Beverly Johnson, thence with Jerry and Beverly Johnson, for six calls; N 10° 57' 41" W 177.26 feet to an aluminum monument set; N 18° 33' 35" W 531.19 feet to an aluminum monument set; N 24° 00' 46" W 335.64 feet to an aluminum monument set; N 04° 39' 54" E 271.97 feet to an aluminum monument set; N 33° 20' 33" E 187.01 feet to an iron pin set; and N 05° 27' 41" E 225.97 feet to the point of beginning and containing 40.25 acres of land.

Being the same property conveyed to the Commonwealth of Kentucky by Deed dated August 8, 1997, from Hill n Dale KY, Inc., and of record in Deed Book 1928, Page 711, in the Fayette County Clerk's Office.

The Real Property was leased by the Commonwealth of Kentucky to the Mary G. Copeland Foundation, Inc., ("Mary G. Copeland") pursuant to a Lease Agreement dated January 27, 1998, and a First Amendment to the Lease Agreement dated May 12, 1999 (together, the "Primary Lease"). In a Consent to Assignment Agreement dated February 15, 2000, the Commonwealth of Kentucky, acting by and through the Finance & Administration Cabinet ("Commonwealth of Kentucky"), Mary G. Copeland and Bellewood Presbyterian Home for Children, Inc. ("Bellewood") entered into an assignment of the Primary Lease whereby the Primary Lease was assigned by Mary G. Copeland to Bellewood.

On July 1, 2005, Bellewood subleased to Bluegrass Domestic Violence Program, Inc., ("Bluegrass"), the herein described real property and all improvements thereon located at 4400 Briar Hill Road, Lexington, Kentucky 40516. In a Consent to Sublease entered into July 1, 2005, the Commonwealth of Kentucky consented to the Sublease between Bellewood and Bluegrass and further consented to the assignment of the leasehold interest from Bellewood to Bluegrass as provided by the sublease.

The 17,000 square foot main building located on the above-described property is part of the leasehold interest assigned to Mortgagor by Bellewood Presbyterian Home for Children, Inc., by Assignment of Lease dated March 31, 2008, of record in Deed Book 2804, Page 231, in the Fayette County Clerk's Office.