

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

This AGREEMENT, made and effective 28 day of April 2017, 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 **EMERGE DEVELOPMENT, LLC**, a Kentucky limited liability company, whose address is 941 National Avenue, Suite 120, Lexington, Kentucky 40502 (hereinafter referred to as the "Mortgagor"), which designation shall include the respective successors and assigns, in interest of the parties hereto.

WITNESSETH:

WHEREAS, the Mortgagor has executed and delivered to LFUCG a Promissory Note ("Note") dated November 19, 2015, in the principal amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.00)**;

WHEREAS, the Note was secured by a Forgivable Loan Mortgage of even date therewith and recorded on November 25, 2015 in Mortgage Book 8431 Page 443, in the records of the Fayette County Clerk's Office, Lexington, Fayette County, Kentucky, said Mortgage covering real estate situated in the State of Kentucky, County of Fayette, and as more fully and completely described in said Mortgage, and the terms of payment of principal and interest as presently recited in said Note and Mortgage and covered by this instrument, as fully and to the same extent as though herein set out; and

WHEREAS, LFUCG and the Mortgagor mutually desire to amend said terms of the Mortgage and Note;

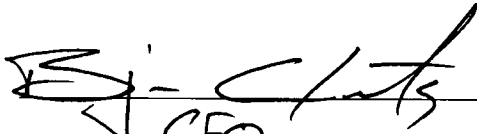
NOW THEREFORE, in consideration of the mutual promises and agreements exchanged, the parties agree to amend said Mortgage and Note as follows:

1. This Mortgage is given to secure the total indebtedness and principal amount of **TWO HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS (\$212,000.00)**.
2. This Mortgage covers real estate situated in the State of Kentucky, Fayette County, and more fully and completely described in Exhibit A.
3. The Maturity Date of the Note and the Mortgage are hereby extended through and including June 1, 2032.

- 4. Beginning on June 1, 2017, and continuing until the Note is paid in full, the outstanding principal balance shall be paid, under the terms set forth in the Note.
- 5. All other terms and conditions of the Note and the Mortgage, except as modified herein, shall remain in full force and effect.

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

EMERGE DEVELOPMENT, LLC

By: 
 Title: CFO

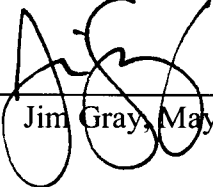
COMMONWEALTH OF KENTUCKY)
)
 COUNTY OF FAYETTE)


Subscribed, sworn to and acknowledged before me this 19th day of April 2017 by Benjamin Clements as Partner of Emerge Development, LLC, a Kentucky limited liability company, for and on behalf of said company.

My commission expires: 11/29/2019

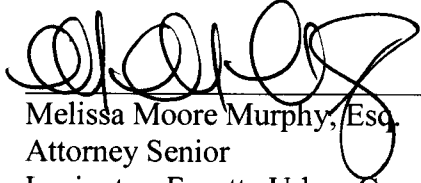
 #545656
 Notary Public

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
 Jim Gray, Mayor

ATTEST:

 Clerk, Urban County Council

THIS INSTRUMENT WAS PREPARED BY:

A handwritten signature in black ink, appearing to read 'Melissa Moore Murphy', written over a horizontal line.

Melissa Moore Murphy, Esc.
Attorney Senior
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

EXHIBIT "A"

The Property:

A certain tract or parcel lying in Lexington, Fayette County, Kentucky on the North corner of Fifth and Smith Streets, fronting on Fifth Street thirty (30) feet and extending back in a Northerly direction One Hundred Seven (107) feet on Smith Street; said property being designated as 531-535 West Fifth Street and 509 Smith Street.

Being the same property conveyed to Warren D. McIntyre, Trustee under the Warren D. McIntyre Revocable Trust Agreement dated August 28, 1997, by Warren D. McIntyre as Trustor and Trustee, and Donna D. McIntyre, Trustee under the Donna D. McIntyre Revocable Trust Agreement dated August 28, 1997, by Donna D. McIntyre as Trustor and Trustee, by deed dated September 25, 1997, of record in Deed Book 1940, Page 498, in the Fayette County Clerk's Office.