LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT MORTGAGE MODIFICATION AGREEMENT

This Agreement, made and entered into this 1st day of June 2019 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 WESTMINSTER KENTUCKY, LLC, a Kentucky limited liability company, whose principal address is c/o Allied Affordable Housing, LLC, 409 Santa Monica Blvd., Suite E, Santa Monica, California 90401 (hereinafter referred to as "Mortgagor").

WITNESSETH

Mortgagor hereby recites and agrees as follows, which recitations and agreements constitute a part of this Mortgage Modification:

WHEREAS, on March 5, 2019, the parties entered into a Mortgage (hereinafter referred to as the "Original Mortgage"), securing a Mortgage Loan and Deferred Loan;

WHEREAS, the Original Mortgage was recorded on March 20, 2019 in Mortgage Book 9280 Page 173, in the records of the Fayette County Clerk's Office, Lexington, Fayette County, Kentucky, said Original Mortgage covering a certain real estate located in Fayette County, Kentucky (more particularly described in Exhibit A); MOTULE MACHE MARCHES AND SCALE AND SCA

WHEREAS, LFUCG and the Mortgagor mutually desire to amend said Original Mortgage;

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

1. Page 2, Paragraph 2 of the Mortgage shall be replaced with the following:

Subordination. The obligations under this HOME Agreement made to the Owner shall at all times be subordinate in all respects to the obligations under the following loans: (i) a loan from PNC Bank, National Association insured by HUD, in the maximum principal amount of \$7,061,000 (the "PNC Loan"); (ii) a loan from the Secretary of Housing and Urban Development, in the maximum principal amount of \$2,074,481.77 ("HUD Flexible Subsidy Loan"), which was assumed by the Owner as reflected in the Amended and Restated Flexible Subsidy Note ("HUD Flexible Subsidy Note"); and (iii) a loan from the Lexington-Fayette Urban County Government, through its Office of Affordable Housing, as reflected in the Lexington-Fayette Urban County Government Affordable Housing Fund Loan Agreement, in the maximum principal amount of \$400,000 ("LAHTF Loan"), as evidenced by the Lexington-Fayette Urban County Government Affordable Housing Fund Promissory Note in the amount of \$200,000 ("LAHTF Promissory Note") and the Lexington-

Record and Return to: Title Agency Support, LLC 10600 Timberwood Circle, Suite 11 Louisville, KY 40223 Fayette Urban County Government Affordable Housing Fund Deferred Promissory Note in the amount of \$200,000 ("LAHTF Deferred Promissory Note"). The obligations under this HOME Agreement shall at all times be senior to and superior in all respects to a loan from Presbyterian Housing Corporation, a Kentucky non-profit corporation to the Owner in the maximum principal amount of \$3,027,444 ("Seller Loan"), as evidenced Surplus by the Cash Note (HUD 92223M) ("Seller Note").

- 2. This Mortgage shall cover real estate situated in the State of Kentucky, Fayette County, and as more fully and completely described in Exhibit A.
- 3. All other terms and conditions of the Original Mortgage, except as modified herein, shall remain in full force and effect.

IN TESTIMONY WHEREOF, LFUCG and the Mortgagor have caused this instrument to be executed by LFUCG and the Mortgagor's duly authorized officers this day and date first hereinabove appearing.

	WESTMINSTER KENTUCKY, LLC, a Kentucky limited liability company
	By: Allied Westminster, LLC, a Kentucky limited liability company, its Managing Member By: Allied Argenta, LLC, a Delaware limited liability company, its Sole Member By:
	Charles O'Neal, Chief Executive Officer
STATE OF	
COUNTY OF)
Subscribed, sworn to and ack	knowledged before me this day of March 2019, by
, as	on behalf of Westminster Kentucky, LLC.
	My commission expires:
	NOTARY PUBLIC

Fayette Urban County Government Affordable Housing Fund Deferred Promissory Note in the amount of \$200,000 ("LAHTF Deferred Promissory Note"). The obligations under this HOME Agreement shall at all times be senior to and superior in all respects to a loan from Presbyterian Housing Corporation, a Kentucky non-profit corporation to the Owner in the maximum principal amount of \$3,028,431 ("Seller Loan"), as evidenced Surplus by the Cash Note (HUD 92223M) ("Seller Note").

- 2. This Mortgage shall cover real estate situated in the State of Kentucky, Fayette County, and as more fully and completely described in Exhibit A.
- 3. All other terms and conditions of the Original Mortgage, except as modified herein, shall remain in full force and effect.

IN TESTIMONY WHEREOF, LFUCG and the Mortgagor have caused this instrument to be executed by LFUCG and the Mortgagor's duly authorized officers this day and date first hereinabove appearing.

WESTMINSTER KENTUCKY, LLC, a Kentucky limited liability company

By: Allied Westminster, LLC, a Kentucky limited liability company, its Managing Member

By: Allied Argenta, LLC, a Delaware limited liability company, its Sole Member

By: Charles O'Neal, Chief Executive Officer

COUNTY OF Washe

Subscribed, sworn to and acknowledged before me this day of March 2019, by Charles Donald Only CED on behalf of Westminster Kentucky, LLC.

My commission expires: 215/23

LORETTO C. RILEY

Notary Public - State of Nevada

Appointment Recorded in Washoe County

No: 19-1579-2 - Expires Feb. 15, 2023

NOTARY PUBLIC

LEXINGTON-FAYETTE GOVERNMENT

URBAN

COUNTY

By:

LINDA GORTON, MAYOR

Clerk, Urban County Counci

THIS INSTRUMENT PREPARED BY:

Melissa Moore Murphy, Esq.

Attorney Senior

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, Kentucky 40507

(859) 258-3500

EXHIBIT A LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATED ON THE SOUTH SIDE OF THE VERSAILLES PIKE, IN LEXINGTON, FAYETTE COUNTY, KENTUCKY, AND MORE FULLY DESCRIBED AND BOUNDED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY LINE OF THE VERSAILLES PIKE. SAID POINT BEING A CORNER TO GLENN HADDOX; THENCE WITH SAID SOUTH RIGHT OF WAY LINE OF THE VERSAILLES PIKE, S 82 DEGREES 37 MINUTES W 115.43 FEET TO A CORNER WITH ERHART; THENCE WITH ERHART FOR TWO CALLS, S 03 DEGREES 42 MINUTES W 287.01 FEET AND S 89 DEGREES 38 MINUTES W 149.6 FEET TO THE POINT IN THE LINE OF ALENDER; THENCE WITH ALENDER FOR TWO CALLS, S 00 DEGREES 10 MINUTES E 136.5 FEET AND S 83 DEGREES 43 MINUTES W 46.7 FEET TO A POINT IN THE LINE OF JEFFERS; THENCE WITH JEFFERS S 04 DEGREES 33 MINUTES E 590.68 FEET TO A POINT; THENCE LEAVING THE LINE OF JEFFERS S 88 DEGREES 30 MINUTES E 360.48 FEET TO A POINT IN THE LINE OF ADDIE STACKHOUSE; THENCE WITH STACKHOUSE AND CONTINUING WITH THE FAYETTE COUNTY (DETENTION HOME) N 07 DEGREES 36 MINUTES E 674 FEET TO A POINT; THENCE AGAIN WITH THE FAYETTE COUNTY (DETENTION HOME) FOR TWO CALLS, N 84 DEGREES 10 MINUTE E 14 FEET AND N 07 DEGREES 14 MINUTES W 14 FEET TO A POINT IN THE LINE OF GLENN HADDOX; THENCE WITH HADDOX FOR TWO CALLS, S 82 DEGREES 37 MINUTES W 138 FEET AND N 06 DEGREES 42 MINUTES W 379 FEET TO THE BEGINNING AND CONTAINING 8.00 ACRES, AS SHOWN BY PLAT DATED JULY 22, 1969 PREPARED BY CECIL C. HARP ENGINEERS AND APPROVED BY THE LEXINGTON-FAYETTE COUNTY PLANNING COMMISSION, WHICH PLAT IS ATTACHED TO A CERTAIN MORTGAGE DATED AUGUST 20, 1969 AND IS OF RECORD IN THE FAYETTE COUNTY COURT CLERK'S OFFICE IN MORTGAGE BOOK 852, PAGE 215; TOGETHER WITH APPURTENANT EASEMENTS FOR A SANITARY SEWER AS SHOWN ON SAID BUILDING SITE RECORD PLAT AND AS GRANTED BY DEED OF EASEMENT DATED AUGUST 21, 1969 OF RECORD IN DEED BOOK 970, PAGE 143 IN THE AFORESAID OFFICE.

BEING THE SAME PROPERTY CONVEYED TO WESTMINSTER KENTUCKY, LLC, A KENTUCKY LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED DATED MARCH 1, 2019, OF RECORD IN DEED BOOK 3654, PAGE 616 IN THE OFFICE OF THE CLERK OF FAYETTE COUNTY, KENTUCKY.

TAX DATA:
PARCEL ID NO. 04016950
ASSESSMENT \$2,683,500.00 EXEMPT

MORTGAGE BOOK 9343 PAGE 274

I, Donald W Blevins Jr, County Court Clerk of Fayette County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.

By: SHEA BROWN, dc

201906190303

June 19, 2019

15:18:47 PM

Fees

\$23.00

Tax

\$.00

Total Paid

\$23.00

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6 Pages

269 - 274