DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of this _28_ day of May, 2026 (the "**Effective Date**"), by and among: **MGI LOUISVILLE, LLC**, a Texas limited liability company, 1301 McKinney Street, 3rd Floor, Suite 316, Houston, Texas 77010 ("**Developer**"); **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government, acting by and through its Cabinet for Economic Development, 444 South Fifth Street, Suite 600, Louisville, Kentucky 40202 ("**Metro**"); and the **PARKING AUTHORITY OF RIVER CITY, INC.**, a Kentucky non-profit, nonstock corporation with its principal address located at 222 South First Street, Suite 400, Louisville Kentucky 40202, Louisville, Kentucky 40202 ("**PARC**"). Developer, Metro, and PARC being hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, Metro has entered into that certain Lease Agreement for the Further Development and Continued Operation of Louisville Slugger Field with the Louisville Bats, LLC ("**Team**") for Louisville Slugger Field and the surrounding property, including the surface parking lot to the east of the baseball stadium, effective December 28, 2018, as amended on September 3, 2020 (the "**Bats Lease**"); and

WHEREAS, Diamond Baseball Holdings LLC ("**DBH**") is the owner of the Team, and, for that reason, DBH has an interest in the Bats Lease, which must be amended to effectuate the development of the Metro Property as contemplated herein. Metro, and Developer acknowledge that a joint venture between Developer and DBH may be created to develop the Metro Property described below; and

WHEREAS, the Bats Lease is not set to expire until December 31, 2039, subject to the right of the Team to enter into a five (5) year extension; and

WHEREAS, Developer, who is an entity which has entered into a contractual arrangement with the Team, has approached Metro about redeveloping into a mixed-use development the surface parking lot that is part of the Bats Lease premises and owned by Metro, such property consisting of approximately six (6) acres in area and generally located between Louisville Slugger Field, E. Witherspoon Street, I-65, and E. Main Street, Louisville KY, as more particularly described in **Exhibit A** to this Agreement (the "**Metro Property**"); and

WHEREAS, the proposed mixed-use development is anticipated to include: (i) between 225 and 300 multi-family dwelling units (the dwelling units collectively referred to herein as the "**Residential Space**"); (ii) a parking structure to support the residential units, containing approximately 89 parking spaces ("**Residential Garage**"); (iii) a hotel containing between 134 and 180 rooms ("**Hotel**"); (iv) between 38,800 and 50,000 square feet of office space (the "**Office Space**"); (v) between 18,000 and 22,000 square feet of retail space (the "**Retail Space**"); (vi) a garage to be owned and operated by PARC containing no fewer than 575 parking spaces (the "**PARC Garage**"); (vii) other public infrastructure improvements to the Metro Property; and (viii) the redevelopment of the existing space on the Main Street side of Louisville Slugger Field (the

"**Stadium Space**") as a music venue and retail space (the foregoing is referred to collectively as the "**Project**"); and

WHEREAS, the PARC Garage would serve the needs of the Project, event parking for the Louisville Slugger Field and provide another public parking option for the surrounding neighborhood; and

WHEREAS, the PARC Garage will be paid for, owned, and operated by PARC as provided in Article III; and

WHEREAS, the Project cannot occur without an amendment to the Bats Lease to allow for redevelopment of the Metro Property and the Stadium Space; and

WHEREAS, the Metro Property and the Stadium Space are located within the existing Arena Tax Incremental Financing District ("**Arena TIF**"); and

WHEREAS, the Kentucky state legislature, pursuant to House Bill 775 (2025), has amended KRS 65.490-65.499 to allow for new tax increment financing projects to be created out of the existing Arena TIF, contingent on certain conditions being met and approvals being obtained; and

WHEREAS, Metro and Developer will need to work with the Commonwealth of Kentucky, Cabinet for Economic Development (the "**Cabinet**"), the Kentucky Economic Development Finance Authority ("**KEDFA**"), the Louisville Arena Authority (the "**Arena Authority**"), and the holders of the bonds for the Arena TIF to obtain the approvals which will allow the Project to move forward in a way that is of mutual financial benefit to both the Project and the Arena TIF; and

WHEREAS, Metro has determined that it is in the best interests of Metro that Developer and PARC develop and construct the Project and that the development of the Project shall be in furtherance of the public purpose of Metro in that the Project, when completed, will enhance the economic vitality of Metro, increase property values and employment, increase tourism and attract additional investment to Metro; and

WHEREAS, because of the expense and risk involved in the development of the Project, Developer is unwilling to make the required investments to construct the Project without support from Metro and PARC as described herein to induce Developer to make such investments; and

WHEREAS, because of the importance of the Project to Metro, Metro and PARC agree to provide support to Developer in accordance with the terms of this Agreement and to undertake the obligations set forth in this Agreement to induce Developer to undertake the Project; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context or use clearly indicates another or different meaning or intent, for purpose of this Agreement, capitalized terms ("**Defined Terms**") shall have the meaning ascribed to such Defined Terms throughout this Agreement.

ARTICLE II

COVENANTS AND UNDERTAKINGS OF DEVELOPER

Section 2.01. Project Construction. Except as otherwise set forth in this Agreement, Developer shall construct or cause to be constructed at Developer's sole cost and expense (except as otherwise set forth in this Agreement), in material accordance with the Project Schedule set forth in Article VI of this Agreement and subject to force majeure as provided in Section 11.05 of this Agreement, the Project (as further defined and described in Section 2.02 of this Agreement) upon (i) the obtaining of the Municipal Approvals as defined in Section 7.01 of this Agreement, (ii) the satisfaction of the Conditions Precedent as set forth in Section 7.02 of this Agreement, (iii) the acquisition by deed or via leasehold interest by Developer of the Metro Property pursuant to Section 4.02 of this Agreement, and (iv) the acquisition by Developer of all permits and approvals necessary to commence and complete construction and/or operate the Project as contemplated by this Agreement, with the exception of permits that are normally and customarily obtained in the ordinary course following commencement and/or completion of construction, such as certificates of occupancy and/or any other permits which by their nature are unable to be issued other than during the course or construction, such as plumbing, electrical and sprinkler permits. At the sole discretion of Developer, Developer shall construct or cause to be constructed the entirety of the Project either as one construction project or as a phased construction project. Should Developer choose to construct the Developer Project in phases, then, the Project Schedule shall be amended upon agreement of the Parties, such agreement not to be unreasonably withheld, to reflect the phased Project. If the Project Schedule is amended to reflect a phased Project, then, unless: (i) otherwise agreed upon by the Parties to this Agreement, or (ii) Developer assigns or conveys its developer rights in accord with the assignment rights set forth in Section 11.10 and conveyance rights set forth in Section 2.03.F of this Agreement, respectively, or (iii) Developer executes in writing a termination of its developer rights concerning the Developer Project, Developer shall maintain its developer rights to construct or have constructed all future construction phases of the Developer Project until the Developer Project is completed, per the applicable Project Plans and Specifications and as the Developer Project is more specifically described and illustrated by **Exhibit B** attached to this Agreement, which may change from time-to-time but only in accord with this Agreement.

Section 2.02. Project Description. The Project shall, at a minimum, consist of the construction of the improvements as illustrated on the conceptual design drawings, hereto attached as or otherwise incorporated into **Exhibit B**.

Section 2.03. Project Schedule and Construction.

A. Subject to Metro's and PARC's performance of their respective obligations and satisfaction of their respective conditions precedent under this Agreement, Developer shall construct or cause to be constructed the Project (other than the PARC Garage, which is covered by Article III of this Agreement) (the "**Developer Project**") substantially in accordance with the Project Schedule set forth in Section 6.02 of this Agreement, subject to force majeure as provided in Section 11.05 of this Agreement.

B. Subject to the terms and conditions hereinafter set forth, Developer shall cause the construction of the Developer Project to be substantially in compliance with the Project Plans. As used in this Agreement, the term "**Project Plans**" shall mean (i) the conceptual design drawings of the Developer Project and (ii) a site plan showing building location and infrastructure improvements on the Metro Property, drawings and/or renderings showing the location, finishes, major architectural details and elements, window placement and design of the exterior of the Developer Project on the Metro Property. The Project Plans will be submitted to the City Representative pursuant to Section 2.04 of this Agreement for approval. At any time, upon prior written notice from Developer to the City Representative, Developer may request Metro, acting by and through the City Representative, to approve any changes which Developer reasonably believes to be significant and material changes to the Project Plans or any preliminary drafts of the Project Plans and Specifications (as that term is defined in Section 2.04(A) of this Agreement); Metro agrees to consider any such changes or preliminary drafts in good faith consistent with the terms and goals of this Agreement, and shall not unreasonably withhold, delay or condition its consent to such changes or preliminary drafts. For this subsection, "significant and material change" shall mean any change: (i) that substantially alters the general appearance or structural integrity of exterior walls and elevations, or building bulk; (ii) to the colors and uses of exterior finishing materials from those shown and specified in the Project Plan; (iii) that affects the aggregate number of parking spaces in the Residential Garage, so that the total aggregate number of parking spaces in the Residential Garage would be fewer than 80 spaces; (iv) that affects the total aggregate number of residential dwelling units to be constructed on the Property, as agreed upon by the Parties, so that the total aggregate number of residential units proposed to be built on the Property would be fewer than 225 dwelling units, or that requires additional zoning approvals for the Property before Developer can lawfully act to implement or have implemented on the Metro Property any improvements incorporating said change to the Project Plans. If the City Representative fails to respond to any request for approval within ten (10) business days following the date of such request (which ten (10) business day period is subject to a five (5) calendar day extension if requested by the City Representative in writing prior to the expiration of such ten (10) business day period), Metro shall be deemed to have approved such request. If Metro, acting by and through the City Representative, objects to any requested changes or preliminary drafts, Metro must provide, in writing, the basis for such objection within ten (10) business days following its receipt of the request. Should the City Representative not approve the requested changes to the Project Plans or any preliminary drafts of the Plans and Specifications, Developer may elect to terminate this Agreement or work with the City Representative to develop mutually acceptable changes to the Project Plans and Specifications. If the City Representative approves (or has deemed to approve) the requested changes, each of the milestone dates for the performance of Developer's obligations contained in the Project Schedule set forth in Article VI of this Agreement shall be

extended by the number of days necessary to obtain such approval (or deemed approval). In no event may Metro be permitted to require any alterations, additions or changes to the Project Plans or Developer's proposed changes thereto that would cause the cost of the Developer Project to exceed Developer's spending commitment for the Developer Project, as set forth in Developer's Project Budget (other than code or regulatory matters that are applicable to everyone, such as the Kentucky Building Code or other factors outside of Metro's direct control).

C. Developer shall ensure that all construction on the Developer Project is of a high quality and workman-like manner consistent with the standard of construction for similar urban buildings recently constructed in or nearby Louisville Metro's downtown area and in proportion with Developer's spending commitment for the Developer Project, as reported by the Developer's Project Budget, subject to any changes pursuant to Section 2.03B of this Agreement.

D. With respect to the Residential Garage, the construction shall include the installation of all equipment necessary to operate the Residential Garage as a parking facility that adequately serves the Residential Space.

E. Metro, its agents and employees, shall be granted a right of entry upon the Metro Property and the Stadium Space and into the Project at reasonable times upon twenty-four (24) hours' notice during construction of the Project to enable Metro to inspect construction of the Project through the course of construction, although Metro shall have no obligation to do so. In exercising the foregoing right, Metro, its agents and employees shall not in any way interfere with the construction of the Project and shall abide by reasonable safety precautions required by Developer's construction manager.

F. Notwithstanding any provision of this Agreement to the contrary, it is hereby agreed that Developer may convey by deed or lease its interest in any one or more portions of the Residential Space, the Hotel space, the Office Space, or the Retail Space to one or more limited liability companies wholly-owned and managed by Developer (each, a "**Developer Sub LLC**"), and that any such Developer Sub LLC may undertake the construction and operating obligations of Developer with respect to the applicable portions of the Residential Space, the Hotel space, the Office Space or the Retail Space. It is hereby further agreed that Developer may convey by deed or lease its interest in one or more portions of the Residential Space to (i) a joint venture entity formed between the Developer and a third-party residential developer entity; or (ii) such third-party residential developer entity of sufficient wherewithal, experience and financial capability to successfully perform the construction and operating obligations of Developer with respect to the Residential Space on the Property. Any rights regarding the ability of the Developer to sublease the Stadium Space will be dependent upon the terms of the Bats Lease, as it may be amended from time to time.

Section 2.04. Design and Approval of the Project.

A. Developer shall, with Metro's cooperation, apply for all necessary Louisville Metro Development Review approvals applicable to the Developer Project, including review approval conducted by the Waterfront Development Corporation ("**WDC**" and the WDC's review approval is hereby termed "**Waterfront Approval**") under the Waterfront Review Overlay District

("**WRO**") and by the Louisville Metro Planning Commission or one of its Committees ("**Commission Approval**") under the applicable zoning regulations set forth within Louisville Metro's Land Development Code ("**LDC**") within ninety (90) days after the Effective Date of this Agreement and upon obtaining such Waterfront Approval and Commission Approval, shall proceed expeditiously to complete the construction plans and specifications (the "**Project Plans and Specifications**") for the Developer Project. The Project Plans and Specifications shall be materially consistent with the Project Plans and the Waterfront Approval. Metro shall assist and support Developer with obtaining Waterfront Approval and Commission Approval for the Project. Developer shall meet periodically with the City Representative to discuss and receive comments with respect to each successive version of the Project Plans and Specifications. The City Representative shall only have the right to approve each further version of the Project Plans and Specifications to the extent the newer version of the Project Plans and Specifications materially and significantly differs from the earlier approved Project Plans and Specifications. If the City Representative does not notify Developer in writing of any concerns or objections that the City Representative has with regard to any information or documents that must be approved by the City Representative pursuant to this paragraph within ten (10) business days following receipt, which 10 business day period is subject to a five (5) calendar day extension if requested by the City Representative in writing prior to the expiration of such ten (10) business day period (the "**Project Design Review Period**"), the City Representative shall be deemed to have approved any such information or documents. If the City Representative does notify Developer in writing of any concerns or objections that the City Representative has with regard to any such information or documents within the Project Design Review Period, Developer and the City Representative shall diligently work to resolve the City Representative's concerns and objections. If Developer and the City Representative are unable to resolve any such concerns within ten (10) business days following the end of the Project Design Review Period (the "**Project Design Resolution Deadline**"), the Parties shall resolve the dispute through the process described in Section 9.06 of this Agreement, in which case the Completion Dates (hereinafter defined) set forth in the Project Schedule in Section 6.02 of this Agreement shall be extended by the number of days that elapse between the Project Design Resolution Deadline and the final resolution of the City Representative's concerns and objections. Developer agrees that it shall not make any significant and material modification to the Project Plans and Specifications approved by the City Representative unless it notifies the City Representative in writing and receives approval from the City Representative in accordance with the procedure set forth above.

B. Upon completion of the Project Plans and Specifications as set out above, if not already received, Developer shall proceed in a commercially reasonable manner to apply for all permits and approvals required for construction of the Project. Metro shall assist and support Developer in these efforts.

C. At the time Developer applies for the preliminary building permit for any construction work, Developer shall, for informational purposes only, notify the City Representative of the availability of, and make available during regular business hours to the City Representative, a set of the Project Plans and Specifications for such construction work.

Section 2.05. Tax Increment Financing; Industrial Revenue Bonds.

A. If Developer decides to pursue a local tax increment financing project, Developer agrees to work with Metro to provide sources and uses and other financial information or brownfield and other related information that Metro may reasonably require showing that either the "but for" requirement contained in KRS 65.7049(4)(a) or the site compatibility requirement contained in KRS 65.493(4), as applicable, has been satisfied. If Metro agrees that such requirement has been satisfied, Metro shall work with Developer to cause a local ad valorem tax increment financing ("**TIF**") ordinance to be passed/adopted by the Legislative Council of Louisville/Jefferson County Metro Government ("**Metro Council**") and, if necessary and available, to apply for state approval of the TIF. Such TIF ordinance would include the Metro Property in the proposed development area or proposed new development area, as applicable. The Parties acknowledge that there is an expectation that a project with a residential component seeking tax increment financing will provide at a minimum 10% of the units at a rent that meets the 80% gross rent limit for the applicable size unit for the Louisville KY-IN HUD Metro FMR Area AMI and that those units are rented to income-eligible tenants. If Developer decides to pursue a TIF pursuant to KRS 65.490-.499, Developer and Metro agree to work together to obtain the required approvals, and once those approvals are obtained, to work with the Developer to cause a TIF ordinance to be passed/adopted by Metro Council which, inter alia, creates a new development within the existing Louisville Arena TIF development area, and to apply for state approval of the TIF. The Parties acknowledge that there is an expectation that a project with a residential component seeking tax increment financing will provide at a minimum 10% of the units at a rent that meets the 80% gross rent limit for the applicable size unit for the Louisville KY-IN HUD Metro FMR Area AMI and that those units are rented to income-eligible units.

B. Developer may choose to utilize Industrial Revenue Bond ("**IRB**") financing for all or part of the Developer Project pursuant to KRS 103.200-.285. Such IRB financing may be in addition to any TIF, to the extent permitted by law. Metro agrees to cooperate with Developer in such effort, with the understanding that payment-in-lieu of tax ("**PILOT**") agreements will be required with Jefferson County Public Schools, and Metro. In the case of Metro, the tax benefit is expected to be capped similar to what the Developer would receive pursuant to a TIF.

C. Metro agrees to reasonably cooperate with Developer in its efforts to monetize the anticipated revenue streams from the TIF, the IRB, or both, to support the financing of all or a portion of the costs of the Project; provided that such financing shall be non-recourse to Metro, its officials, officers, and employees, which shall have no obligation or liability with respect to the repayment of such debt. In the event such financing is pursued by Developer, (i) Metro shall reasonably cooperate with such financing; (ii) Metro may review all documents relating to such financing prior to closing and funding to ensure the proposed financing is non-recourse to Metro, its officials, officers, and employees; and (iii) Metro shall work in good faith and to timely provide its consent or proposed revisions as may be required to provide its consent to any such financing documents within ten (10) days after receipt thereof.

D. At Developer's request, upon the satisfaction of the conditions precedent in Article VII of this Agreement, Metro shall lease all or a portion of the Metro Property (the "**Leasehold Parcel**") to Developer, or an affiliate thereof, pursuant to a ground lease (the "**Ground Lease**") in a form to be agreed by the Parties as a Condition Precedent and which will provide for (a) an initial

term of 20 years, with up to two (2) consecutive 15-year extensions to be exercised at Developer's option, and (b) at a rental to be agreed upon.

E. Developer shall have an option to purchase the Leasehold Parcel (the "**Purchase Option**") at any time during the term of the Ground Lease, as extended, upon satisfaction of the conditions precedent in Article VII of this Agreement, for a purchase price (the "**Purchase Price**") equal to $1.00. Upon exercise of the Purchase Option, the ground rent payable under the Ground Lease shall be prorated to the date of closing of the purchase and the Ground Lease will terminate as of such closing. The closing of such a conveyance of the Leasehold Parcel pursuant to the foregoing shall occur at a location within Louisville Metro specified, and on date elected, by Developer. At the closing pursuant to the Purchase Option, Metro shall convey the Leasehold Parcel by Special Warranty Deed free and clear of any liens or encumbrances, except for the lien of ad valorem taxes not yet due and payable, the hereinafter defined Permitted Encumbrances and otherwise subject to only the easements, covenants, conditions and restrictions of record with respect to the Leasehold Parcel recorded or imposed with the consent of Developer during the Term, with other costs of closing to be borne by and/or prorated between Developer and Metro in accordance with customary practice in the Louisville Metro area.

Section 2.06. Codes. Notwithstanding any provision of this Agreement to the contrary, the Project shall comply, in all material respects, with all federal, state and local laws, codes, ordinances, statutes and regulations (as modified by any applicable variance(s), waiver(s) or special exceptions).

Section 2.07. Employment Regulations; Affirmative Action. Developer shall not refuse to hire or employ, or bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of sex, race, creed, color, national origin, sexual orientation or disability. At all times during construction of the Project, Developer shall take reasonable steps to insure that its employees and the employees of its contractors and subcontractors are treated substantially equally during employment, without regard to their sex, race, creed, color and national origin, sexual orientation or disability and that its contractors and subcontractors that are constructing the Project do not refuse to hire or employ, or bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of sex, race, creed, color, national origin, sexual orientation or disability. This requirement shall apply to, but not be limited to, the following: employment, promotion, demotion and transfer, recruitment, advertising, lay off or termination, rates of pay or other forms of compensation and selection for training.

Section 2.08. Non-Discrimination. Upon completion of the Project, Developer agrees to abide by all fair housing laws and will not discriminate on the basis of race, sex, color, creed, disability, sexual orientation or national origin, in the lease, rental, use or occupancy of the Project.

Section 2.09. Insurance. Developer shall provide the insurance described on **Exhibit C** attached hereto and made a part hereof.

Section 2.10. Indemnification. Except as may otherwise be provided herein and except for claims arising as a result of a default hereunder by Metro and/or PARC, Developer agrees to

indemnify, hold harmless, and defend Metro and PARC, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Developer's (or Developer's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Metro and/or PARC or their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

Section 2.11. Acquisition of Metro Property. Developer agrees to acquire the Metro Property from Metro and Metro agrees to convey by deed or lease to Developer such portions of the Metro Property, as determined by Developer, at the Property Closing in accordance with the terms of Section 4.02 of this Agreement.

Section 2.12. Utilities, Taxes and Assessments. Following the Property Closing for the Metro Property, Developer shall be responsible for the payment of any and all utility charges to the Developer Project, insurance premiums and any and all taxes, fees or assessments levied upon and applicable to the Developer Project by any governmental authority. Developer covenants to promptly pay all utility charges, insurance premiums and any taxes, fees or assessments levied upon the Developer Project. Notwithstanding anything in this section to the contrary, Developer shall be responsible for such costs relating to the PARC Garage portion of the Project following the Property Closing for the Metro Property until the PARC Garage Closing occurs.

Section 2.13. Labor Requirements. Developer shall make good faith efforts to satisfy the following goals during construction of the Project, consistent with Louisville Metro Code of Ordinances (LMCO) 37.75:

A. A measurable and documented goal of at least 20% minority participation, including minorities and certified minority-owned businesses, for all contractors employed;

B. A measurable and documented goal of at least 5% women participation, including females and certified female owned businesses, for contractors; and

C. A measurable and documented goal that at least 75% of jobs related to the construction of the Project are given to residents of the Louisville MSA.

It is expressly acknowledged and agreed between the Parties that any failure by Developer to meet these participation goals, as long as Developer made good faith efforts, shall not constitute a default under this Agreement.

Section 2.14. Operation and Maintenance of the Developer Project.

A. Upon completion of each phase of the Project, Developer agrees to comply with the provisions of this Section 2.14 of this Agreement. Developer recognizes and acknowledges

that the manner in which the Project is used and operated is critical to Metro by reason of the impact that the Developer Project will have. In order to give Metro assurance as to the manner in which the Developer Project will be used and operated, Developer covenants and agrees that, at no cost to Metro, Developer shall develop and manage the Developer Project in a first-class manner, including (i) making reasonable efforts to market, or cause others to market, the Developer Project by appropriate promotions and advertising of a first-class nature, (ii) keeping the Property, its exterior and all furniture, fixtures, HVAC systems, equipment and other personal property in good repair and condition, (iii) complying with all laws, ordinances, regulations and codes applicable to Developer's operations, (iv) obtaining and maintaining, or causing others to obtain and maintain, all appropriate or required licenses and permits required for the operation of the businesses located in the Developer Project, and (v) using commercially reasonable efforts to cause each tenant of the Property to comply with the operational standards set forth in this (i) through (iv) of this Subsection to the Agreement.

B. With respect to the Residential Garage, Developer shall own and be responsible for the operation of the Residential Garage following completion of construction, and Developer shall pay Metro all net revenue from the Residential Garage on a quarterly basis until the later to occur of (i) 30 years or (ii) all general obligation or revenue bonds (excluding any IRB) issued by Metro/PARC in connection with the Residential Garage have been paid.

Section 2.15. Tax Reporting Requirements. Developer agrees to comply with any reasonable and necessary tax reporting requirements, similar to those usually associated with tax increment financing programs, that are imposed in connection with any agreement or agreement(s) that result from the negotiations pursuant to Section 4.03 of this Agreement.

Section 2.16. Audit of Expenditures. In order to ensure that the construction of the Developer Project complies fully with Metro and any other reporting requirements associated with Section 2.15 of this Agreement, including but not limited to TIF reporting requirements, Metro shall select a City Auditor, at Metro's sole expense, to review all financial records related to the construction of the Developer Project. Developer agrees to provide full and complete access to the City Auditor of all of Developer's records and accounts related to the Developer Project at all times during the construction of the Project and a reasonable time after completion. The complete work product of the City Auditor shall be made available to Developer and may be used by Developer for other compliance purposes.

Section 2.17. Environmental Testing and Decontamination or Remediation. Metro shall be solely responsible for performing any environmental testing to determine whether hazardous materials are present in, on, or under the Metro Property and to conduct any remedial measures or management of the hazardous materials disclosed by the environmental testing as may be required by the Kentucky Energy and Environment Cabinet ("**EEC**") or other local, state or federal agency (the "**Remedial Measures**"), in accordance with the framework and procedures and subject to the limitations established in **Exhibit E**. Notwithstanding anything herein to the contrary, Metro's obligations and liabilities with respect to the Remedial Measures shall be limited solely to Metro's interest in and to the Metro Property and any decontamination tax credits awarded to Metro with respect to its decontamination or remediation of the Metro Property.

Section 2.18. Security. Developer agrees to furnish reasonable and customary security for the work site or sites on the Metro Property during construction.

Section 2.19. Budget. Developer shall submit to Metro a budget for development and construction of the Developer Project sufficiently detailed to enable Metro to determine if the budget is sufficient to enable the Developer Project to be constructed in accordance with the terms of this Agreement and the plans and specifications approved pursuant to Section 2.04 of this Agreement.

Section 2.20. Developer Financing. Developer shall furnish to Metro written evidence of private or public financing commitments in an amount sufficient to complete construction of the plans and specifications approved pursuant to Section 2.04 of this Agreement. Such commitments may include pledges of federal or state funds for future years.

Section 2.21. Additional Representations and Covenants of Developer. Developer represents and covenants as follows:

A. Developer is a limited liability company duly formed and validly existing under the laws of Texas with the power and authority to enter into this Agreement.

B. Developer is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code and applicable regulations.

C. The execution of this Agreement and the construction of the Developer Project by Developer will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction of agreement binding upon or otherwise applicable to Developer.

D. Developer, in this Agreement, has not made any untrue statement of a material fact or failed to state a material fact.

E. To Developer's knowledge, there are no actions, suits or proceedings pending or threated against Developer which would, if adversely determined, affect Developer's ability to enter into this Agreement or construct the Developer Project in accordance with this Agreement.

ARTICLE III

PARC GARAGE

Section 3.01. Construction and Purchase of PARC Garage.

A. Developer agrees to develop plans and construct or cause to be constructed (except as otherwise set forth in this Agreement) in material accordance with the Project Schedule set forth in Article VI of this Agreement and subject to force majeure as provided in Section 11.05 of this Agreement, the PARC Garage (as further defined and described in this Article III of this Agreement) upon (i) the obtaining of the Municipal Approvals as defined in Section 7.01 of this Agreement, (ii) the satisfaction of the Conditions Precedent as set forth in Section 7.02 of this

Agreement, (iii) the acquisition by deed or via leasehold interest by Developer such portions of the Metro Property as determined by Developer pursuant to Section 4.02 of this Agreement, and (iv) the acquisition by Developer of all permits and approvals necessary to commence and complete construction and/or operate the PARC Garage as contemplated by this Agreement, with the exception of permits that are normally and customarily obtained in the ordinary course following commencement and/or completion of construction, such as certificates of occupancy and/or any other permits which by their nature are unable to be issued other than during the course or construction, such as plumbing, electrical and sprinkler permits, and upon substantial completion of the PARC Garage, convey the PARC Garage to PARC in accordance with the terms and conditions of this Article. Should Developer's conveyance of the PARC Garage to PARC require a separate minor subdivision plat approval that could not be reasonably accommodated as part of a subdivision plat approval of the larger development, PARC and/or Metro shall be responsible for obtaining said approval on behalf of and subject to approval by Developer.

B. The PARC Garage shall be located substantially similar to the location as shown on the conceptual plan attached hereto as **Exhibit B** and must consist of parking for no fewer than 575 vehicles and related driving ramps providing ingress and egress to the PARC Garage across the Metro Property to and from adjacent public rights-of-way substantially similar as shown on **Exhibit B**.

C. As part of the construction of the PARC Garage, Developer shall install plumbing, wiring, lighting and other fixtures but shall not be required to provide or install equipment to be used by PARC to operate the PARC Garage as a parking facility such as gates, revenue control equipment, booths and signage (except for emergency exit and other signage required by building codes or for signage that Developer installs to inform monthly parkers of those certain parking spaces in the PARC Garage reserved specifically for them to park vehicles). Any and all equipment PARC is responsible for installing, constructing and/or affixing to the Garage for PARC to operate the PARC Garage is referred to as the "**PARC Garage Equipment**" which shall be promptly completed by PARC following Developer's substantial completion of the PARC Garage. Therefore, as it pertains to the Parties' respective obligations for construction of the PARC Garage, as defined herein this Agreement, Developer shall achieve substantial completion of constructing the PARC Garage when Developer has successfully performed construction of the PARC Garage, excluding the installation of the PARC Garage Equipment. Developer and PARC agree that the cost of the PARC Garage Equipment is not to be included in the PARC Garage design costs and/or the PARC Garage Construction Costs, but at PARC's option, may be included as part of the bond issuance by PARC.

Section 3.02. PARC Garage Purchase Price. PARC agrees to purchase the PARC Garage from Developer as provided herein for a purchase price equal to the sum of the PARC Garage design costs, the PARC Garage construction costs, and a Development Fee ("**PARC Garage Purchase Price**"). For successfully performing and delivering to PARC the substantial completion of the PARC Garage construction, and the consistent, sustained management of the same, in compliance with the PARC Garage Construction Plans, PARC agrees to pay Developer a development fee in an amount equal to three percent (3%) of the combined amount of the PARC Garage Construction Costs and the PARC Garage Design Costs, as those terms are defined herein this Agreement ("**Development Fee**"). Collectively, the PARC Garage Purchase Price is estimated

to be between $23 to $25 million; PARC Garage Design Costs are estimated to be approximately $1,000,000, which amount includes all architectural, civil engineering and structural engineering costs to design the PARC Garage. Upon the completion of the PARC Garage Final Construction Plans, Developer agrees to enter into a guaranteed maximum price contract in a form reasonably acceptable to PARC for construction of the PARC Garage with the same general contractor building the Developer Project or if a different general contractor is selected to manage construction of the PARC Garage, said general contractor shall be approved by PARC ("**Garage GC**") in an amount sufficient to construct the PARC Garage pursuant to the PARC Garage Project Plans ("**PARC Garage Construction Costs**"). If the PARC Garage Construction Costs and PARC Garage design costs are estimated to exceed $25 million, then PARC and Developer agree to make reasonable design changes to reduce the PARC Garage Construction Costs and the PARC Garage Design Costs, respectively (so long as the total number of parking spaces is not reduced below 575) or agree to an increase in the PARC Garage Purchase Price over the $25 million estimate. After the PARC Garage Construction Costs are determined, the PARC Garage Purchase Price shall be locked in for the duration of construction of the PARC Garage and shall be adjusted only pursuant to a written change order or written agreement (a "**Change Order**") agreed to by Developer and PARC.

Section 3.03. Design of PARC Garage.

A. Developer shall employ the same architect that has been engaged on the Developer Project design to design the PARC Garage or, should Developer select a different architect to design the PARC Garage, Developer will first gain the approval from both PARC and Metro on the hiring of the architect prior to employing the architect Developer selected to design the PARC Garage and Metro and PARC shall not unreasonably withhold their respective approvals as it relates to Developer's selected architect ("**Garage Architect**"). The Garage Architect, in consultation with a consulting engineer employed by PARC ("**PARC Engineer**"), shall develop preliminary plans and specifications ("**PARC Garage Project Plans**") for the PARC Garage, as provided in Section 6.02 of this Agreement (the "**PARC Garage Project Plans Deadline**"), which PARC Garage Project Plans must be satisfactory to both Developer and PARC. In order to be satisfactory, the PARC Garage Project Plans shall provide for a PARC Garage that:

1. meets the needs of PARC, including functionality, user comfort, construction costs, operating costs, long term costs, capital maintenance, and service life and durability;

2. meets the needs of the Hotel with respect to ingress and egress of Hotel guests and visitors, both vehicular and pedestrian;

3. meets the needs of the Residential Space, the Retail Space and the Office Space associated with the Project with respect to ingress and egress for their users and their users' invitees; and

4. meets the overall parking needs of the Louisville Bats baseball organization as negotiated with the Louisville Bats.

B. If Developer and PARC are unable to agree upon the PARC Garage Project Plans on or before the PARC Garage Project Plans Deadline, Developer and PARC shall resolve the dispute through the process described in Section 9.06 of this Agreement, in which case the Completion Dates set forth in the Project Schedule for which Developer is listed as the Responsible Party shall be extended by the number of days that elapse between the PARC Garage Project Plans Deadline and the final approval of the PARC Garage Project Plans by Developer and PARC, whether pursuant to Section 9.06 of this Agreement, or otherwise.

C. The PARC Garage design shall consider initial costs, long term costs, use as a parking facility to serve downtown parkers (monthly permits and visitors) similar to other facilities owned and operated by PARC. The Garage Architect shall seek the input of PARC regarding the design and achieve a balanced design using its experience to develop a design that is acceptable to PARC. PARC shall timely provide to the Garage Architect a detailed program of specifications and requirements for the PARC Garage ("**PARC Requirements**") and it shall be the obligation of the Garage Architect to use commercially reasonable efforts to incorporate the PARC Requirements into the PARC Garage Plans.

D. The PARC Garage design shall properly account for the Hotel's safe and efficient operation of the valet parking of up to thirty-three (33) Hotel guests' and visitors' vehicles within the PARC Garage. To this end, the PARC Garage design shall incorporate details for vehicular entrance(s) and exit(s) that will facilitate the Hotel's operation of valet parking for Hotel guests and visitors with reasonable efficiency and without undue or unnecessary delays or impediments.

E. Prior to completion of PARC Garage Final Construction Plans, Developer shall notify PARC if it determines that there is a need for construction of a separate elevator in the PARC Garage for serving only the Hotel ("**Hotel Elevator**"). Should it be determined that a need exists for an elevator in the PARC Garage to serve only the Hotel, Developer shall be responsible for all additional costs to design, construct and equip the Hotel Elevator.

F. Upon the approval of the PARC Garage Project Plans by Developer and PARC, the Garage Architect shall prepare the final construction plans for the PARC Garage ("**PARC Garage Final Construction Plans**") which shall be materially consistent with the PARC Garage Project Plans, and which shall be in sufficient detail to provide for construction of the PARC Garage therefrom. The PARC Engineer shall review and approve the PARC Garage Final Construction Plans within ten (10) business days following receipt; provided, however, such approval may not be unreasonably withheld, conditioned or delayed so long as the PARC Garage Final Construction Plans do not materially and significantly differ from the PARC Garage Project Plans. If the PARC Engineer does not notify Developer in writing of any objections that PARC Engineer has with regard to the PARC Garage Final Construction Plans within ten (10) business days following receipt, which ten (10) business days is subject to a five (5) calendar day extension if requested by the PARC Engineer in writing prior to the expiration of such ten (10) business day period ("**PARC Garage Final Construction Plans Deadline**"), PARC Engineer shall be deemed to have approved the PARC Garage Final Construction Plans. If the PARC Engineer does notify Developer in writing of any objections that the PARC Engineer has with regard to the PARC Garage Final Construction Plans prior to the PARC Garage Final Construction Plans Deadline, Developer and the PARC Engineer will diligently work to resolve such concerns or objections. If Developer and

the PARC Engineer are unable to resolve such concerns prior to the Design Resolution Deadline, the parties shall resolve their dispute through the process described in Section 9.06 of this Agreement, in which case the Completion Dates set forth on the Project Schedule for which Developer is the Responsible Party shall be extended by the number of days that elapse between the PARC Garage Final Construction Plans Deadline and the final resolution of the PARC Engineer's objections, whether pursuant to Section 9.06 of this Agreement or otherwise.

G. After Developer has conveyed the PARC Garage to PARC, per Section 3.01.A of this Agreement, Developer and PARC agree that Developer, at its sole expense, shall exclusively market advertising space in or on the PARC Garage for sponsorship or advertising of products or services, in accordance with applicable laws and regulations governing signage on the Property, and to enter into contracts on behalf of PARC, subject to the prior approval of PARC, for sponsorships or advertising in the PARC Garage. In a separate operating agreement for the PARC Garage, Developer and PARC shall include provision(s) related to the collection of the fees paid for the sponsorships and advertising rights of the PARC Garage ("**Ad Revenues**"), and therein shall stipulate that until the PARC Bonds are paid off, the Ad Revenues shall be remitted to Developer on a monthly basis, less a management fee of no more than 60% of the Ad Revenues. For example, if a sponsorship was sold for $100,000, 40% would go to PARC and $60,000 to go to Developer. Any out-of-pocket expenses incurred by Developer with respect to the Ad Revenues would come out of the 60%. Once the PARC Bonds have been paid off, then Developer shall receive no less than seventy percent (70%) and PARC shall receive no more than thirty percent (30%) of the net proceeds generated from Ad Revenues in or on the PARC Garage.

Section 3.04. Construction of PARC Garage.

A. Subject to the terms and conditions set forth herein, Developer shall enter into a contract with the Garage GC, as provided in Section 3.02 of this Agreement, who shall construct the PARC Garage in accordance with the PARC Garage Final Construction Plans, subject only to such changes as Developer and PARC shall specifically approve by Change Order, and in all events in accordance with all applicable statutes, codes, laws, ordinances, rules and regulations ("**PARC Garage Construction Contract**"). The PARC Garage Construction Contract shall require the Garage GC to make commercially reasonable efforts to include the participation of at least 20% minority-owned businesses and 5% women-owned businesses in the construction of the PARC Garage (including the procurement of materials). In addition, the Garage GC shall make good faith efforts to meet the goal of reserving up to 75% of the construction jobs available in connection with the construction of the PARC Garage for participation by Kentucky and Indiana residents, including good faith efforts to meet the goal of reserving at least 60% of such total available construction jobs for residents of the Metro Louisville Standard Metropolitan Statistical Area. It is expressly acknowledged and agreed between the Parties that any failure by the Garage GC to meet the participation goals shall not be a default by Developer under this Agreement.

B. Developer shall obtain and maintain, or cause to be obtained and maintained, in full force and effect, insurance with respect to the construction of the PARC Garage, as follows: builder's all-risk and casualty insurance, comprehensive liability insurance for property damage and bodily injury, and workers' compensation insurance subject to statutory limits or better regarding any work or other activity in, or about the PARC Garage, and professional liability

insurance. Such insurance shall be written by responsible insurance companies reasonably satisfactory to PARC authorized to do insurance business in the Commonwealth of Kentucky with the following limits of liability: (1) builders' all risk and casualty insurance in the amount needed for 100% completed value coverage of the PARC Garage; (2) comprehensive liability coverage with aggregate limits of not less than $10,000,000; (3) no less than the statutorily required limits for workers' compensation; and (4) professional liability insurance with a minimum limit of liability of $1,000,000 for each Wrongful Act, and $2,000,000 aggregate limit. The insurance maintained by Developer shall name PARC and the PARC Engineer as additional insureds and shall be reasonably satisfactory to PARC. Developer shall furnish to PARC certificates for such insurance and shall furnish PARC not less than ten (10) days before the expiration of any such insurance, a certificate evidencing the replacement or renewal thereof. Such certificates and insurance shall provide that such insurance shall not be changed or cancelled without at least thirty (30) days prior written notice to PARC.

C. The Garage GC, the PARC Engineer and a representative from Developer shall meet no less than weekly during construction of the PARC Garage to review the progress of construction.

D. Developer shall comply in all material respects with the terms and conditions of this Agreement and shall not commit or permit to exist any default thereunder.

E. Developer shall furnish reasonable and customary security for the PARC Garage during construction.

F. Developer shall make available to PARC and the PARC Engineer copies of all technical reports, shop drawings, and other construction documents including, without limitation, RFI's, relevant correspondence, approved shop drawings, materials testing reports, special inspection reports, meeting minutes, files notes and schedules, used in the construction of the PARG Garage, together with all warranties to be issued by manufacturers and suppliers of materials used in the construction of the PARC Garage.

G. Developer shall complete all appropriate construction testing and inspections necessary to assure construction in accordance with the PARC Garage Final Construction Plans.

H. Developer shall indemnify PARC against any third party claim or filing of any lien on any part of the PARC Garage as a result of the construction of the PARC Garage arising prior to the PARC Garage Closing, and shall hold PARC harmless from any and all such third party claims or liens, except to the extent any such third party claim or lien is caused by the negligent act or omission or intentional or willful misconduct of PARC or any of its employees or agents, acting within the scope of their employment or agency.

Section 3.05. Payments of PARC Garage Purchase Price. During the construction of the PARC Garage, PARC agrees to make progress payments on account of the PARC Garage Purchase Price directly to the Garage GC and to Developer, except as otherwise provided in Subsection A of this Section of this Agreement, as provided herein.

A. Recognizing that Developer will be incurring upfront consultant costs, including from but not limited to architects, civil and structural engineering consultants in designing the PARC Garage pursuant to Section 3.03 of this Agreement ("**PARC Garage Design Costs**") once the PARC Garage Project Plans have been approved, even though it is prior to sale of the PARC Bonds and prior to closing on the sale of the PARC Garage to PARC, PARC agrees to reimburse Developer as follows:

1. Developer shall submit (but not more often than once a month) to the PARC Engineer, with a copy to PARC, an invoice for payment of the current portion of the PARC Garage Design Costs (which shall include copies of payment requests by the participating consultants, including the architect and the structural engineer as applicable). The PARC Engineer shall, within ten (10) days after receipt of the invoices, provide PARC with either (i) an unconditional approval of the invoices for payment, or (ii) a partial approval for payment, noting with reasonable specificity any objections the PARC Engineer has to the invoice, together with a copy of same to Developer. In either event, PARC shall pay the amount approved by the PARC Engineer within five (5) days after receipt of the PARC Engineer's unconditional or partial approval. In the event the PARC Engineer has noted any objections to the payment of the invoices, Developer and the PARC Engineer shall promptly meet to resolve such issues within five (5) business days after Developer's receipt of such objections. If the Parties determine that the PARC Engineer's objections were valid then an appropriate adjustment will be made by Developer to address the issues raised by the PARC Engineer. If the Parties determine that the invoices were correct, PARC shall pay the remaining portion of the invoice within five (5) days of that determination. If the Parties are unable to resolve the PARC Engineer's objections within such five (5) day period, the Parties shall resolve the dispute through the process described in Section 9.06 of this Agreement. The amount of PARC's reimbursement of the PARC Garage Design Costs to Developer shall be deducted from the Garage Purchase Price.

B. Once construction of the PARC Garage commences, PARC shall make monthly progress payments to the Garage GC and monthly Development Fee payments to Developer on the basis of an application for payment ("**Application**"), as provided in this Section of the Agreement. Each monthly Development Fee payment to be paid to Developer shall be in an amount equal to three percent (3%) of the monthly progress payment that is made to the Garage GC. Monthly Development Fee payments to Developer are calculated after monthly retainage amounts have been withheld from each monthly progress payment, as described in Section 3.05.F of this Agreement. Prior to submission of the first Application, the Garage GC shall submit to PARC a draft schedule of values and a proposed draw schedule for approval by PARC which shall not be unreasonably withheld.

C. At least thirty (30) days before the date established for each progress payment (but not more often than once a month), the PARC Garage GC shall submit to the PARC Engineer for review, with a copy to PARC, an Application filled out and signed by the Garage GC and approved by Developer covering the work completed as of the date of the Application and accompanied by such supporting documentation as is reasonably required by PARC and the PARC Engineer including any partial waivers of liens from all contractors, subcontractors and suppliers.

D. The PARC Engineer shall, within ten (10) days after receipt of each Application, forward such Application to PARC for payment with either (i) an unconditional approval of such Application for payment or (ii) a partial approval for payment noting with reasonable specificity any objections the PARC Engineer has to the Application, together with a copy of same to Developer and the Garage GC. In either event, PARC shall pay the amount approved by the PARC Engineer, less retainage as provided in Section 3.05.F below of this Agreement, within five (5) days after receipt of the PARC Engineer's unconditional or partial approval of the Application. In the event the PARC Engineer has noted any objections to the payment of the Application, Developer and the PARC Engineer shall promptly meet to resolve such issues within five (5) business days after Developer's receipt of such objections. If the Parties determine that the PARC Engineer's objections were valid, then an appropriate adjustment will be made by Developer and Garage GC to address the issues raised by the PARC Engineer. If the Parties determine that the Application was correct, PARC shall pay the remaining portion of the Application within five (5) days of that determination. If the Parties are unable to resolve the PARC Engineer's objections within such five (5) day period, the Parties shall resolve the dispute through the process described in Section 9.06 of this Agreement.

E. The PARC Engineer's approval of any payment requested in an Application shall constitute a representation by the PARC Engineer to PARC based on the PARC Engineer's on-site observations of the executed work as an experienced and qualified design professional and on the PARC Engineer's review of the Application and the accompanying data and schedules, that to the best of the PARC Engineer's knowledge, information and belief:

1. The work has progressed to the point indicated;

2. The quality of the work is in general accordance with the PARC Garage Project Plans; and

3. The conditions precedent to the Garage GC being entitled to such payment appears to have been fulfilled insofar as it is the PARC Engineer's responsibility to observe the work.

F. Subject to the provisions of this Section 3.05.F., PARC shall pay to the Garage GC such amount requested in the Application that the PARC Engineer has approved for payment pursuant to paragraph (D) of this Section less the retainage calculated as provided herein. PARC shall deduct as a retainage from each payment made to the Garage GC excluding the final payment, an amount equal to five percent (5%) of the total amount requested and approved in the Application. PARC shall maintain the retainage in an escrow account pursuant to KRS 371.160. Payment shall not constitute final acceptance of the work.

G. Upon written notice from the Garage GC that the construction required of the PARC Garage meets substantial completion and is ready for a certificate of occupancy to be issued, Developer and the PARC Engineer will make a final review with PARC and will notify the Garage GC in writing of all particulars in which this inspection reveals that the construction is incomplete or defective ("**Punch List**"). The Garage GC shall immediately take such measures as are necessary to complete such construction or remedy such deficiencies.

H. The Garage GC shall complete all such corrections set forth in the Punch List to the satisfaction of Developer, PARC and the PARC Engineer and shall deliver, in accordance with this Agreement, executed warranties, as-built documents (drawings and specification), operations manuals and training materials, maintenance manuals and other such documentation that is typically furnished to an owner upon completion. All documents shall be approved by Developer and the Garage GC and shall be submitted in electronic format and as hard copies. Upon satisfactory compliance with the requirements of this paragraph, the Garage GC may make application for final payment following the procedure for progress payments established in paragraphs (C) through (F).

I. Once (i) the Garage GC has certified that construction of the PARC Garage has been completed, (ii) a certificate of occupancy for the PARC Garage has been obtained from the appropriate governmental departments and (iii) the Garage Architect has provided to Developer and PARC an AIA Form G704 Certificate of Substantial Completion, PARC shall, within ten (10) days after receipt of the final Application, pay to the Garage GC the final payment and to Developer the final Development Fee payment. The final payment shall consist of the amount requested by the Garage GC in the final Application, and in addition, an amount equal to 100% of the accumulated retainage. The final Development Fee payment made to Developer shall be in the amount equal to three percent (3%) of the final payment (including retainage) made to the Garage GC. Upon (a) payment by PARC to the Garage GC and to Developer of the final payment and final Development Fee, respectively, and (b) final resolution of any payment issues raised by the PARC Engineer and reserved by PARC pursuant to this Section 3.05, Developer shall deliver title and possession of the PARC Garage to PARC free and clear of the possession of all persons or entities whether or not the contingencies to closing have been satisfied at such time.

Section 3.06. Application of the Governmental Leasing Act. The Parties acknowledge and agree that Developer's obligations hereunder to construct the PARC Garage consistent with the PARC Garage Final Construction Plans approved by PARC, for sale to PARC are within the definition of "lease" under the Governmental Leasing Act (KRS 65.940-.956) and that the PARC Garage, from the Effective Date of this Agreement through delivery of title and possession to PARC, shall be governed by KRS 65.948.

ARTICLE IV

COVENANTS AND UNDERTAKINGS OF METRO

Section 4.01. Project Support. Developer covenants to Metro that it would not enter into this Agreement to construct and operate the Project in accordance with this Agreement but for the commitment of Metro and PARC to support the Project as provided in this Agreement. Metro, therefore, in consideration of Developer's obligation to construct and operate the Project in accordance with this Agreement, agrees to provide to Developer the support as provided in this Article IV.

Section 4.02. Conveyance of Metro Property.

A. Upon the satisfaction of the Conditions Precedent set forth in Article VII of this

Agreement (other than the conditions set forth in Section 7.02.A.9 of this Agreement), Metro shall convey, by deed of special warranty, fee simple title to the Metro Property to Developer or, if determined by Developer, by lease to Developer (the "**Property Closing**"). The sales price for the Metro Property shall be one dollar ($1.00).

B. At the Property Closing, Metro shall convey title to the Metro Property to Developer as stated in subparagraph A of this Section by deed of special warranty or, if determined by Developer, by lease to Developer, free and clear of all liens and encumbrances, except for (i) the permitted encumbrances described in **Exhibit D**, attached hereto (the "**Permitted Encumbrances**"); (ii) governmental laws and regulations affecting the Metro Property; (iii) real estate taxes and assessments not yet due and payable; and (iv) a deed restriction to be recorded by Metro excluding certain uses on the Metro Property (specifically, uses permitted in M-2 zoning and auto-oriented uses permitted in C-2 zoning). The Metro Property shall be conveyed by Metro to Developer "as is", "where is", with no warranties of any kind, except for the special warranty of title contained in the deed and as otherwise provided in this Agreement.

Section 4.03. Arena TIF; IRB. Immediately upon the execution of this Agreement, the City Representative will enter into negotiations with the Arena Authority, the Cabinet, KEDFA and the holders of the bonds secured by the Arena TIF to determine a path where some of the incremental revenues that would be generated by the Project could be used to support the Project pursuant to KRS 65.490-65.499, with the understanding that but for those incremental revenues, Developer cannot endeavor to make the Project occur. Developer agrees to fully cooperate with the City Representative in such negotiations. The Parties acknowledge that the Project is contingent upon the outcome of those negotiations. Similarly, if Developer elects to pursue IRB financing, whether in addition to or in lieu of TIF, Metro agrees to cooperate fully in such efforts.

Section 4.04. Payments of Residential Garage Construction Costs. During the construction of the Residential Garage, Metro agrees to make progress payments directly to Developer up to a maximum of $3,500,000. The understanding between the Parties is that the Residential Garage is estimated to cost a total of approximately $6,000,000.

A. Once (i) construction of the Residential Garage commences and (ii) the general obligation or revenue bonds related to the $3,500,000 payment have been sold, Metro shall make monthly progress payments directly to Developer on the basis of an Application, as provided in this Section of the Agreement. Prior to submission of the first Application, Developer shall submit to Metro a draft schedule of values and a proposed draw schedule for approval by Metro which shall not be unreasonably withheld.

B. At least thirty (30) days before the date established for each progress payment (but not more often than once a month), Developer shall submit to Metro for review, with a copy to PARC, an Application filled out and signed by Developer covering the work completed as of the date of the Application and accompanied by such supporting documentation as is reasonably required by Metro and Metro's engineer, any partial waivers of liens from all contractors, subcontractors and suppliers.

C. Metro shall, within ten (10) days after receipt of each Application, respond to Developer's submittal of each Application by sending back to Developer either (i) an unconditional approval of such Application for payment or (ii) a partial approval for payment noting with reasonable specificity any objections Metro has to the Application. In either event, Metro shall pay the amount it approves within five (5) days after receipt of the Metro's unconditional or partial approval of the Application. In the event Metro has noted any objections to the payment of the Application, Developer and Metro shall promptly meet to resolve such issues within five (5) business days after Developer's receipt of such objections. If the Parties determine that Metro's objections were valid, then an appropriate adjustment will be made by Developer to address the issues Metro raised. If the Parties determine that the Application was correct, Metro shall pay the remaining portion of the Application within five (5) days of that determination. If the Parties are unable to resolve Metro's objections within such five (5) day period, the Parties shall resolve the dispute through the process described in Section 9.06 of this Agreement.

D. Once (i) Developer has certified that construction of the Residential Garage has been completed, (ii) a certificate of occupancy for the Residential Garage has been obtained from the appropriate governmental departments and (iii) the applicable licensed architect has provided to Developer and Metro an AIA Form G704 Certificate of Substantial Completion, Metro shall, within ten (10) days after receipt of the final Application, pay to Developer the final payment. The final payment shall consist of the amount requested by Developer in the final Application. In no event shall the total amount of payments from Metro to Developer on the Residential Garage exceed $3,500,000.

Section 4.05. General Assistance. Commencing on the Effective Date and continuing for the Term of this Agreement, Metro shall use all commercially reasonable efforts to assist Developer, and to the extent requested by Developer, in obtaining all permits and approvals that are sought by Developer or Developer's tenants in connection with the development, construction, operation and maintenance of the Project. In addition, Metro, to the extent necessary, shall:

A. Support Developer in determining Developer's eligibility for appropriate local tax increment financing, industrial revenue bond financing, as well as other tax and economic development incentive opportunities, subject to funding availability and award of same.

B. Support Developer in pursuing any state tax and other economic development incentives, including, but not limited to, participating in negotiations with various stakeholders, including, but not limited to the Cabinet, KEDFA, the Kentucky Department of Tourism, or the Kentucky Tourism Development Finance Authority, subject to funding availability and award of same.

C. Support Developer in pursuing any necessary changes to or variances of the zoning ordinance, or other land use ordinances in order to accommodate the development of the Project.

D. Assist Developer in applying for any and all governmental approvals or permits that are necessary and desirable to carry out the development of the Project, including but not limited to any detailed development plan or category 3 development plan approvals, the closing of any unnecessary public rights-of-way and the termination of the rights of any railroad under any

easement or right-of-way currently burdening the Metro Property or hindering it from being used and improved, as contemplated by this Agreement and obtaining any air rights agreements with the Kentucky Transportation Cabinet.

E. Use commercially reasonable efforts to facilitate meetings between Metro agencies and other non-profit entities affiliated with Metro upon receipt of request from same from Developer (should Metro be unable to facilitate said meetings, then Developer should be able to arrange such meetings directly).

F. Use commercially reasonable efforts to facilitate meetings between Developer and the owner of 490 East Witherspoon, which contains a billboard and is adjacent to the Metro Property.

G. Use commercially reasonable, good faith efforts and shall cooperate with Developer in order to seek all necessary permits and approvals to fill and elevate the areas of the Metro Property located within the 100-year floodplain or otherwise susceptible to floodwater retention, detention or presence related to the Ohio River and tributaries thereof, as part of the Project and so to maximize the area of the Metro Property suitable for improvement and use as contemplated by this Agreement.

H. Use commercially reasonable, good faith efforts to adhere to the Project Schedule.

I. Upon completion of the Project, Metro shall provide security and police protection to the Project in the same manner and at the same level as Metro provides police protection to comparable facilities. In addition, Metro agrees to assist Developer with scheduling periodic meetings with the commanders of the police district or districts in which the Project is located to discuss security needs and concerns.

J. For the first five (5) years after the Project is issued a certificate of occupancy, Metro shall cooperate with the efforts of Developer to market the Project, and shall encourage convention, visitors and tourism entities that promote Louisville to market and promote the Project.

K. Upon completion of the Project, Metro shall maintain the sidewalks and surface streets adjoining the Property in the same manner as provided for other similar rights-of-way in Downtown Louisville.

Section 4.06. Tax Reporting Requirements. Metro agrees to comply with any reasonable and necessary tax reporting requirements, similar to those usually associated with tax increment financing programs, that are imposed in connection with any agreement or agreement(s) that result from the negotiations pursuant to Section 4.03 of this Agreement.

Section 4.07. Representative of Metro and City Auditor.

A. Metro agrees that Jeff O'Brien, or his designee, shall act as its agent (the "**City Representative**") to receive any and all submissions and to grant any and all approvals, consents

and/or permissions required to be given by Metro (except for regulatory approvals), pursuant to this Agreement and/or with respect to the Developer Project.

B. As provided in Section 2.16 of this Agreement, Metro shall immediately, upon the execution of this Agreement, employ, at its sole expense, a City Auditor, who shall be an existing employee of Metro or an outside contractor who shall monitor, evaluate and review all expenditures by Developer in connection with the Project.

Section 4.08. Access to Metro Property. Beginning on the Effective Date and until the Property Closing, Metro shall permit, and shall cause the Team to permit, Developer, Garage GC and PARC to enter upon the Metro Property in connection with matters relating to the Project, with such entry to not unreasonably interfere with the Bats Lease.

Section 4.09. Subdivision of Metro Property. In connection with Project, including the PARC Garage, it may be necessary to adjust some of the property lines of the parcels comprising the Metro Property, and/or consolidate some or all of the parcels comprising the Metro Property and subsequently subdivide the recently consolidated parcels comprising the Metro Property, so that various components of the Project can be leased and/or financed separately from the Project as a whole, depending on the need of Developer and influences of market forces. Metro agrees to reasonably cooperate with Developer in filing and approving any subdivision plats and/or deeds of consolidation needed to effectuate these purposes.

Section 4.10. Metro's Indemnification.

A. Environmental

1. To the extent allowed by law, Metro further agrees to protect, indemnify and hold harmless Developer and its officers, directors, employees, agents and affiliates (collectively, the "**Developer Indemnitees**") from and against, and promptly pay to or reimburse the Developer Indemnitees for, any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' and consultants' fees and expenses) arising out of, caused by, or in any manner whatsoever connected to: (i) any existing condition at or on the Metro Property constituting a violation of all applicable federal, state and local environmental, safety and health laws, ordinances, rules, regulations, permits, licenses and binding standards of applicable governmental authorities ("**Environmental Laws**") or requiring remediation under Environmental Laws; (ii) the presence of any Hazardous Substances on the Metro Property, or the release or threatened release of any Hazardous Substances in, to, or from the Metro Property, provided that the presence of the Hazardous Substances, or release or threatened release, is not caused by the negligent act or omission of Developer (or Developer's subcontractors, if any); and (iii) any acts or omissions by Metro which are prohibited by, or in violation of, the EEC-approved Louisville Slugger Field Management Plan, dated July 10, 1998, as amended by the Addenda dated Oct. 9, 2000 (the "**Site Management Plan**"). For clarity, this indemnity shall not apply to Developer's actions or inactions constituting a violation of Environmental Laws starting on the earlier to occur of the date the Developer (i) as

Decontamination Agent, commences Decontamination of the Metro Property, or (ii) commences construction of the Developer Project on the Metro Property; and thereafter.

2. As used herein, "Hazardous Substances" shall mean any hazardous or toxic materials, substances or wastes, such as (i) substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 USC Section 9601, et seq.) and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.), as either of such acts are amended from time to time; (ii) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the state in which the Property is located, or any federal agency of the United States of America; (iii) any pollutant, contaminant, waste or hazardous, dangerous or toxic chemical, material or substance, including asbestos, radiation and radioactive materials, polychlorinated biphenyls, petroleum and petroleum products and by-products, lead or lead-containing materials, per[and polyfluoralkyl substances, urea formaldehyde foam insulation and polychlorinated biphenyls, pesticides, natural gas, and nuclear fuel; and (iv) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws.

3. If, prior to the pouring of concrete for foundation/footers, any Hazardous Substance, contamination, or other environmental condition is discovered on the Metro Property that: (i) could not be reasonably foreseen by the Parties given their knowledge available under the Phase 1 or Phase 2 environmental review; and (ii) may reasonably cause the total Project cost to increase by more than $52,500,000 (which is 25% of the original total Project cost estimate) ("**Environmental Cost Overrun**"), then the Parties shall have the opportunity to further assess the newly discovered Hazardous Substance, contamination, or other environmental condition. Developer will have a sixty (60) day investigation period to conduct further assessments and obtain a new, updated remediation plan and cost estimate from a qualified, independent, third-party environmental consultant. Within sixty (60) days of receiving this updated estimate, if the Environmental Cost Overrun is confirmed, then either Party may provide written notice of its intent to terminate this Agreement under this clause. The Parties may also agree not to terminate this Agreement even if the Environmental Cost Overrun is confirmed. If the Parties agree to continue this Project and this Agreement, they shall agree to a new remediation plan consistent with the Site Management Plan and, to the extent available, seek additional DTCs to finance or reimburse the costs of the Environmental Cost Overrun consistent with the framework established in **Exhibit E**.

B. To the extent allowed by law, Metro shall indemnify and hold harmless Developer from any and all actions, causes of action, demands and claims for injury to or death of persons or loss of or damage to property arising out of the negligence of Metro, its employees, contractors and agents, due to breach of contract by Metro or the occupancy or use of the Metro Property by Metro, its agents and employees, that is not caused by the negligent act or omission of Developer (or Developer's subcontractors, if any).

Section 4.11. Street Modifications and Onsite Improvements.

A. Subject to the approval of the Commonwealth of Kentucky Transportation Cabinet,

Metro agrees to cause all portions or a particular area of N. Preston Street and E. Main Street shown or to be shown in the future on the Project Plans as loading areas to be made available for use by Developer, and the tenants, operators or users of the Project, as temporary loading and unloading areas.

B. Metro shall permit Developer to make streetscape improvements pursuant to plans and specifications approved by Metro, acting through the City Representative in consultation with Metro Public Works/Department of Transportation, which approval shall not be unreasonably withheld or delayed.

C. Metro has appropriated, pursuant to Metro Council approval, $2.5 million for offsite and/or onsite improvements in the FY26 budget. Metro shall work with Developer to secure additional funding for the proposed offsite and onsite improvements, subject to funding availability and award of same. Offsite and onsite improvements may include, but not be limited to, sidewalks, pedestrian connections, multi-use walkways, utility infrastructure, green space, landscaping, tree plantings, activation of spaces, and lighting.

Section 4.12. Additional Representations and Covenants of Metro. Metro represents and covenants as follows:

A. Metro is a Kentucky consolidated local government possessing the requisite authority to enter into this Agreement and to grant the rights provided for herein.

B. Metro, in this Agreement or in any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, has not made any untrue statement of a material fact or failed to state a material fact.

C. That prior to the Closing, the Metro Property is not threatened or materially adversely affected in any way as a result of earthquake, disaster, labor dispute, any action by the United States or any other governmental authority, riot, civil disturbance, uprising, activity of armed forces or act of God or enemy.

D. There shall be no mortgages, debt, mechanic liens or other encumbrances, other than the Permitted Encumbrances, as of the Property Closing.

E. There shall be no suits or threatened suits involving, regarding or affecting the Metro Property.

ARTICLE V

COVENANTS AND UNDERTAKINGS OF PARC

Section 5.01. Purchase of PARC Garage. Provided Developer constructs or causes to be constructed the PARC Garage in accordance with the provisions of Article III of this Agreement, PARC agrees to purchase the PARC Garage as provided in Article III and this Article V.

Section 5.02. PARC Garage Closing. The closing of the sale and purchase of the PARC Garage shall occur within thirty (30) days of completion of construction of the PARC Garage pursuant to Section 3.05 of this Agreement (the "**PARC Garage Closing**"), and shall be established by a written notice from PARC to Developer delivered not less than one (1) week prior to the proposed PARC Garage Closing. The PARC Garage Closing shall be held at 444 South Fifth Street, Suite 600, Louisville, Kentucky, 40202, or at such other place as is mutually agreed to by PARC and Developer.

Section 5.03. Issuance of PARC Bonds. PARC agrees to pay the PARC Garage Purchase Price by issuing bonds or other debt instruments (the "**PARC Bonds**") in an amount sufficient to timely pay the PARC Garage Purchase Price.

Section 5.04. PARC Garage Operation Obligations.

A. After the PARC Garage Closing, PARC shall be solely responsible for operating the PARC Garage and at no time shall Developer be required to manage or to operate the PARC Garage. PARC may retain a private company to provide management services or security for the PARC Garage, though PARC shall at all times be responsible for the operation and maintenance of the PARC Garage without further agreement.

B. PARC shall maintain the PARC Garage at all times in a first-class manner, in good repair and condition comparable to or better than its maintenance of other parking facilities owned and operated by PARC all as set forth in the PARC Garage Operating Agreement, as defined below in this Agreement.

C. Simultaneously with the PARC Garage Closing, PARC shall enter into an operating agreement with Developer concerning the use of the PARC Garage by the parties in a form reasonably acceptable to Developer and PARC ("**PARC Garage Operating Agreement**").

D. At a minimum, the PARC Garage Operating Agreement shall provide:

1. A perpetual and exclusive easement for the benefit of the Hotel, allowing guests, employees and visitors of the Hotel to utilize at all times no fewer than 33 spaces in the PARC Garage for Hotel employee, guest and visitor self-parking at market rates comparable to other PARC owned and operated parking facilities that serve hotels ("**Hotel Spaces**"), which Hotel Parking Easement shall constitute a real property interest that cannot be separated from the Hotel without the written approval of Developer or any successor owner of Developer in their sole and absolute discretion (the "**Hotel Parking Easement**").

2. That the Hotel may also use the Hotel Spaces for valet parking operated by the Hotel, at a price to be determined by PARC and the Hotel.

3. PARC and Developer agree to regularly consult concerning the usage of the Hotel Spaces to ensure adequate parking for Hotel guests and visitors and to allow PARC to utilize such unused parking spaces for the general public for such time period that the Hotel does not require use of such parking spaces.

4. For the first five (5) years after the PARC Garage opens, that PARC shall reserve no fewer than 193 monthly parking (residential and valet reserved) spaces for users of the Project in exchange for Developer guaranteeing monthly revenue equal to no less than 85% of said spaces. PARC and Developer agree to include a provision within the PARC Garage Operating Agreement that establishes how often PARC and Developer shall revisit future demand for monthly parkers in the PARC Garage and the associated number of parking spaces to reserve within the PARC Garage to serve this future monthly parking demand.

5. That PARC and Developer agree to meet on an annual basis to review the operation of the Garage and the terms of the Garage Operating Agreement to ensure that it is reasonably meeting the needs of all parties thereto.

6. That PARC shall use best efforts to achieve to ensure that:

a. The Hotel shall have unobstructed access 24/7;

b. The PARC Garage shall always be neat and clean of debris;

c. The PARC Garage shall have clear directional signage;

d. The PARC Garage shall be structurally sound and properly maintained; and

e. The PARC Garage will have camera surveillance 24/7.

Section 5.05. Tax Reporting Requirements. PARC agrees to comply with any reasonable and necessary tax reporting requirements, similar to those usually associated with tax increment financing programs, that are imposed in connection with any agreement or agreement(s) that result from the negotiations pursuant to Section 4.03 of this Agreement.

Section 5.06. Additional Representations and Covenants of PARC. PARC represents and covenants as follows:

A. PARC is a Kentucky non-profit, non-stock corporation duly formed and validly existing under the laws of the Commonwealth with the power and authority to enter into this Agreement.

B. PARC is an agency and instrumentality and the constituted parking authority of Metro in the acquisition and financing of public parking facilities and equipment located in Jefferson County, Kentucky and intended for governmental and public purposes.

C. PARC is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code and applicable regulations.

D. The execution of this Agreement and the construction of the PARC Garage by Developer will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to PARC.

E. PARC, in this Agreement, has not made any untrue statement of a material fact or failed to state a material fact.

F. To PARC's knowledge, there are no actions, suits or proceedings pending or threatened against PARC which would, if adversely determined, affect PARC's ability to enter into this Agreement or construct the PARC Garage in accordance with this Agreement.

ARTICLE VI

SCHEDULE AND COORDINATION

Section 6.01. Project Time. All Parties acknowledge that time is of the essence and each covenants and agrees to use commercially reasonable, good faith efforts to adhere to the Project Schedule as set out in Section 6.02 of this Agreement ("**Project Schedule**"), subject to applicable notice and cure provisions and except for delays caused by force majeure as provided in Section 11.05 of this Agreement and except as otherwise provided in this Agreement. Unless this Agreement specifies otherwise, no milestone date set forth in the Schedule shall be changed by a Party unless such Party shall have obtained prior written approval from all other Parties to the Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 6.02. Project Schedule. Developer, Metro and PARC agree that, except for delays caused by instances of force majeure as set forth in Section 11.05 of this Agreement, each shall use commercially reasonable, good faith efforts to meet the following milestone dates relevant to its element of the Project:

PROJECT SCHEDULE

Responsible Party	Milestone	Date to Be Completed ("**Completion Date**")
Metro and PARC	Obtain Municipal Approvals	August 2026
Developer	Submit Project Plans to City Representative	Completed
Metro	Amend Bats Lease	90 days from Effective Date
Metro, PARC	Approval of Project Plans	
Developer	Submit applications for all permits necessary to commence construction of the Project	July 1, 2027
Metro	Issue all permits necessary to commence construction of the Project	Within 30 days of complete applications being submitted by Developer to agencies
PARC	Sale of the PARC Bonds	Within 30 days of the obtaining of all permits necessary to commence construction

Developer	Commence construction of the Project	Within 30 days of the obtaining of all permits necessary to commence construction
Developer	Project (exclusive of user improvements) substantially complete	30 months after commencing construction

The Parties acknowledge that Developer has already filed applications for (i) the street closures of the unimproved public rights-of-way that are adjacent to and within the Metro Property and (ii) the category 3 development plan approval of Project.

ARTICLE VII

MUNICIPAL APPROVALS; CONDITIONS PRECEDENT

Section 7.01. Municipal Approvals.

A. The obligations contained herein for Developer to construct the Project shall be contingent upon Metro and PARC obtaining the following approvals and/or eliminating the following conditions (collectively, the "**Municipal Approvals**"):

1. The Metro Council, by resolution duly enacted, shall have approved the street closures of the unimproved public rights-of-way that are adjacent to and within and, upon Metro Council's approval and the recordation of the necessary documents in the Office of Jefferson County Clerk, will be consolidated with the Metro Property;

2. The Metro Council, by resolution duly enacted, shall have declared the Metro Property surplus to the needs of Metro and authorized the conveyance of the Metro Property as provided in Section 4.02 of this Agreement;

3. If Developer pursues either a local TIF or a TIF carved out from the Arena TIF, the Metro Council shall have enacted an ordinance creating a TIF for the proposed development area contemplated in Section 2.05 of this Agreement. Likewise, if Developer pursues IRB financing, the Metro Council shall have either (a) at Developer's option, enacted a bond inducement resolution agreeing to issue the IRB at the appropriate time or times in one or more series and authorizing the execution and delivery of a memorandum of agreement between Metro and Developer memorializing same, (b) enacted an ordinance authorizing the issuance, sale and deliverance of IRB to finance the Developer's Project, consistent with Section 2.05 of this Agreement, or (c) both;

4. The Board of Commissioners of PARC shall have approved the purchase of the PARC Garage and the issuance of the PARC Bonds;

5. The Metro Council shall have approved the issuance of the PARC Bonds in an amount sufficient to construct the PARC Garage;

6. The Metro Council shall have approved the $3.5 million payment for the Residential Garage;

7. Metro shall have approved and properly funded, including any required approvals by Metro Council, $2.5 million for offsite improvements, as more specifically set forth in the enabling legislation; and

8. The Louisville Metro Waterfront Development Corporation, or its designee, shall have reviewed and approved per the applicable Waterfront Review Overlay District Guidelines the Developer Project and issued a Waterfront Review Overlay Permit ("**WRO Permit**") for Developer to conduct development activity on the Metro Property in compliance with the approved Project and the WRO Permit.

B. The Municipal Approvals must be obtained by the date provided in Section 6.02 of this Agreement (the "**Municipal Approval Deadline**"), provided, however that if any legislative or administrative approval has not been formally obtained by that date but is pending before the appropriate legislative or administrative body and the City Representative reasonably anticipates that final approval will be obtained in a reasonable time, Developer shall extend the time for such Municipal Approval until the expected date of final approval and in such event all other dates and deadlines in this Agreement dependent upon such Municipal Approval Deadline shall be extended on a day for day basis from the scheduled Municipal Approval Deadline until all Municipal Approvals have actually been obtained.

Section 7.02. Conditions Precedent. The obligation of the Parties to undertake the Project and to undertake their respective obligations set forth herein shall be contingent upon the satisfaction or waiver of the following conditions precedent:

A. Developer's Conditions Precedent. Developer shall be under no obligation to construct the Project unless the following conditions (the "**Developer Conditions Precedent**") have been satisfied or waived by Developer in its sole discretion, in writing:

1. All of Metro's and PARC's representations and warranties shall remain true and correct and Metro and PARC shall have performed all of their obligations to be performed by that time under the Agreement;

2. Metro and the Team shall have amended the Bats Lease to allow for the redevelopment of the Metro Property and the Stadium Space and Developer shall approve this amendment to the Bats Lease;

3. On or before the Property Closing, Metro shall have delivered the Metro Property to Developer after all public rights-of-way and railroad rights-of-way and railroad easements on the Metro Property sought to be legally closed and/or released have in fact been legally closed and/or released and, thereafter, the parcels and property (post rights-of-way closures) comprising the Metro Property have been consolidated and subdivided, to Developer's preference, to better facilitate site improvements in support of the Project on the Metro Property and as in accordance with Section 4.02 of this Agreement;

4. The Municipal Approvals shall have been obtained and shall remain in full force and effect;

5. There shall have been no significant adverse change to the municipal bond market which reduces the total amount of bond proceeds of the PARC Bonds or unreasonably increases the borrowing cost to PARC for the PARC Bonds;

6. The PARC Bonds in the amount authorized by the Municipal Approvals shall have been issued so that the construction of the PARC Garage can commence and be substantially completed in accordance with the Schedule;

7. Metro, acting through the City Representative and/or PARC, as the case may be, shall have approved (a) the Project Plans and Specifications in accordance with Section 2.04 of this Agreement and (b) the PARC Garage Final Construction Plans in accordance with Section 3.03 of this Agreement;

8. Developer shall have obtained all permits required to commence construction of the Project;

9. Developer shall have received such other documents in Metro's or PARC's possession or control as Developer may reasonably request for the purpose of (a) evidencing the accuracy of any of the representations or warranties of Metro and PARC, or (b) evidencing the performance by Metro or PARC of, or the compliance by Metro or PARC with, any covenant or obligation to be performed or complied with by each prior to commencing construction of the Project or evidencing the satisfaction of any condition precedent referred to in this Section;

10. Developer shall have received a phase I environmental report, prepared by an engineer reasonably satisfactory to Developer showing the environmental condition of the Metro Property, in accordance with ASTM E 1527.21 and 40 CFR Part 312, and otherwise acceptable to Developer;

11. On or before the Property Closing, Metro shall have obtained formal approval from the EEC removing the restriction against residential uses at the Metro Property as currently set forth in the Louisville Slugger Field Management Plan dated July 10, 1998;

12. On or before the Property Closing, Metro shall have obtained a No Further Action Letter from the EEC for the Metro Property;

13. Metro shall have delivered to Developer legal opinions from the County Attorney and Bond Counsel, as applicable, in forms reasonably acceptable to Developer, regarding the authority of PARC to (i) issue the PARC Bonds and (ii) purchase the PARC Garage;

14. To the extent that Developer pursues state property tax benefits related to IRB financing for the Project, KEDFA shall have approved such benefit;

15. Metro, the Decontamination Agent, or both shall have secured necessary equity and debt financing, including the DTCs, in an amount sufficient to fund the Decontamination of the Metro Property, including environmental remediation and decontamination costs, such as the EEC's formal preliminary and final approval of the maximum credit available for the Property pursuant to KRS 224.1-420(8)(d), as determined in Developer's sole discretion

16. Metro shall have completed the Decontamination of the Metro Property in accordance with the Approved Cap and the framework established in **Exhibit E**;

17. Metro shall have delivered and completed the Metro DTC Assignment; and

18. Developer shall have secured necessary equity and debt financing, including, but not limited to, certain federal, state and local tax and other economic development incentives that Developer has pursued with respect to the Project, in an amount sufficient to fund performance of the Project, including site costs, as determined in Developer's sole discretion;

19. Metro and PARC shall have approved the budget for the construction of the Project as discussed in Section 7.02.B.5 of this Agreement;

20. The Parties shall have agreed upon the Ground Lease and the other closing documents; and

21. Developer shall have obtained access from Metro to not less than $2,500,000 to be used by Developer for offsite and onsite improvements and infrastructure items as described in Section 4.11 of this Agreement.

In the event each of the Developer Conditions Precedent have not been satisfied on or before March 31, 2027, which is one (1) year and one (1) month after the Effective Date (the "**Condition Precedent Deadline**"), and notwithstanding whether the Metro Conditions Precedent have been satisfied, Developer may terminate this Agreement or elect to extend such period for an additional year.

B. Metro's and PARC's Conditions Precedent. Metro and PARC shall be under no obligation to undertake their respective obligations under this Agreement that relate to Developer and the Project unless the following conditions (the "**Metro Conditions Precedent**") have been satisfied, or waived by Metro and PARC in writing:

1. All of Developer's representations and warranties shall remain true and correct and Developer has duly performed all of its obligations to be performed under this Agreement;

2. Metro and the Team shall have amended the Bats Lease to allow for the redevelopment of the Metro Property and the Stadium Space;

3. All of the required approvals in connection with the mutually agreeable structure resulting from the negotiations pursuant to Section 4.03 of this Agreement have been obtained and shall remain in full force and effect;

4. The Municipal Approvals shall have been obtained;

5. Developer shall have furnished to Metro a budget for the construction of the Project that is sufficient to construct the Project in accordance with the terms of this Agreement;

6. Metro shall have received satisfactory evidence that Developer has obtained sufficient financing, either equity or debt, to fully pay for the cost of the Project;

7. Metro shall have approved the Project Plans and Specifications in accordance with Section 2.04 of this Agreement;

8. PARC and the PARC Engineer shall have approved the PARC Garage Plans, in accordance with Section 3.03 of this Agreement;

9. Developer shall have entered into the PARC Garage Construction Contract with the Garage GC for construction of the PARC Garage in an amount satisfactory to PARC; and

10. Metro shall have received such other documents as it may reasonably request for the purpose of (i) evidencing the accuracy of any representation or warranty of Developer, (ii) evidencing the performance by Developer of, or the compliance by Developer with, any covenant or obligation required to be performed or complied with prior to commencement of construction of the Project by Developer, or (iii) evidencing the satisfaction of any Developer Condition Precedent referred to in this paragraph B.

C. Within thirty (30) days of the satisfaction or waiver of Developer Conditions Precedent and the Metro Conditions Precedent set forth in subparagraphs A and B of this Section, respectively;

1. Metro shall convey or lease the Metro Property to Developer; and

2. Developer shall commence or cause to be commenced construction of the Developer Project.

ARTICLE VIII

TERM

Section 8.01. Term of Agreement. Except as otherwise provided in Section 9.02 in this Agreement, this Agreement has a term that commences on the Effective Date, and, unless this Agreement is otherwise terminated, shall terminate on the date forty-one (41) years from the Effective Date (the "**Term**"). This Agreement shall automatically terminate and be void and of no further force and effect in the event that (i) the Municipal Approvals are not obtained as required

by Section 7.01 of this Agreement hereof, as may be extended or (ii) the Conditions Precedent set forth in Section 7.02 of this Agreement have not occurred on or before the Condition Precedent Deadline as may be extended.

ARTICLE IX

EVENTS OF DEFAULT

Section 9.01. Events of Default by Developer. Each of the following shall constitute an "Event of Default by Developer":

A. The failure of Developer to perform or to observe any covenant, obligation or requirement of this Agreement and the continuation of such failure for thirty (30) days after receipt of written notice from Metro and/or PARC specifying the nature and extent of such default, or if such default cannot reasonably be cured within such thirty (30) day period, the failure of Developer to (i) commence to cure such default within such thirty (30) day period and (ii) diligently continue to pursue such efforts to cure completion.

B. The failure of Developer to commence construction of the Project or the PARC Garage by the date specified in the Project Schedule and the continuation of such failure for thirty (30) days after receipt of written notice by Metro and/or PARC, or if such default cannot reasonably be cured within such thirty (30) day period, the failure of Developer to (i) commence to cure such default within such thirty (30) day period and (ii) diligently continue to pursue such efforts to cure completion.

C. The filing by Developer of a voluntary proceeding, or the consent by Developer to an involuntary proceeding under the present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

D. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days.

Section 9.02. Events of Default by Metro and/or PARC. Each of the following shall constitute an "Event of Default by Metro and/or PARC":

A. The failure of Metro and/or PARC to perform or to observe any covenant, obligation or requirement contained in this Agreement and the continuation of such failure for thirty (30) days after receipt of written notice from Developer specifying the nature and extent of such default, or if such default cannot reasonably be cured within such thirty (30) day period, the failure of Metro and/or PARC to (i) commence to cure such default within such thirty (30) day period and (ii) diligently continue to pursue such efforts to cure completion.

B. The failure of Metro and/or PARC to perform or to observe any non-monetary covenant, obligation or requirement contained in Article IV or V and the continuation of such

failure for thirty (30) days after receipt of written notice from Developer specifying the nature and extent of such default, or if such default cannot reasonably be cured within such thirty (30) day period, the failure of Metro and/or PARC to (i) commence to cure such default within such thirty (30) day period and diligently continue to pursue such efforts to cure completion, or (ii) to cure such default within a reasonable time after the expiration of the first thirty (30) day period, in no event to exceed ninety (90) days after the written notice of such default.

C. The filing by Metro and/or PARC of a voluntary proceeding or the consent by Metro and/or PARC to an involuntary proceeding under the present or future bankruptcy, insolvency, or other laws respecting debtor's rights.

D. The entering of an order for relief against Metro and/or PARC or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Metro and/or PARC in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days.

E. The failure of Metro and/or PARC to pay or advance or cause to be paid or advanced when due any sum of money owed by Metro and/or PARC to Developer or to Garage GC under this Agreement or required to be paid or advanced by Metro and/or PARC under or in connection with any provision of this Agreement and the continuation of such failure for ten (10) business days after written notice from Developer specifying the nature and extent of any such default.

Section 9.03. Remedies of Metro. Should an Event of Default by Developer occur, and not be cured within the applicable cure period, then Metro may exercise any and all remedies available to it at law or in equity. All remedies shall be cumulative and not restrictive of other remedies. This Agreement shall terminate with respect to the defaulting party upon written notice to such party by Metro.

Section 9.04. Remedies of Developer. Should an Event of Default by Metro and/or PARC occur, and not be cured within the applicable cure period, then Developer may exercise any and all remedies available to it at law or in equity, including, in the case of a monetary default by Metro and/or PARC, the right of Developer to advance any payments due to any contractor, including the Garage GC, or vendor for materials purchased and/or labor undertaken necessary for the performance of constructing the Project pursuant to the terms of this Agreement. All remedies shall be cumulative and not restrictive of other remedies. This Agreement shall terminate with respect to the defaulting party upon written notice to such party by Developer.

Section 9.05. Damages. Notwithstanding any provision of this Agreement to the contrary, the Parties hereby agree in any action hereunder against the other to seek recovery only of actual damages incurred, and each party waives any right to recover punitive and/or consequential damages as a result of any Event of Default by the other Parties under this Agreement.

Section 9.06. Design Process Approval. Because of the importance of maintaining the Project Schedule, if the Parties are in disagreement regarding any design or construction issues or approval rights thereto (including payments conditioned upon approvals, such as in Section

3.05(G) of this Agreement), the Parties, within fifteen (15) days after the first notice given under this Agreement regarding such dispute, shall submit such dispute to an independent design consultant in Louisville, Kentucky, with each Party to bear their own costs and expenses, and with each Party to share the fees and expenses of the consultant equally. The duration of the consultant review shall be limited to one (1) business day. The Parties will cooperate to mutually select an independent design consultant experienced in disputes of the subject and nature under dispute within sixty (60) days from the Effective Date of this Agreement. The consultant's decision will be binding. In the event the Parties cannot mutually select an independent design consultant at the end of the sixty (60) day period, the Parties shall each appoint one (1) consultant within five (5) days after the sixty (60) day period. With each Party to bear their owner costs and expenses, the two (2) consultants shall within a period of fifteen (15) additional days, agree and appoint a neutral independent design consultant and this consultant's decision will be binding.

ARTICLE X

MORTGAGEE RIGHTS

Section 10.01. Right to Mortgage. Notwithstanding any other provisions of this Agreement, Developer shall at all times have the right to encumber, pledge, grant, or convey its rights, title and interest in and to the Project, or any portion or portions thereof, and/or to this Agreement by way of a mortgage, pledge, assignment or other security agreement (a "Mortgage") to secure the payment of any loan or loans obtained by Developer to finance or refinance any portion or portions of the Project. The beneficiary of or mortgagee under any such Mortgage is hereby referred to as a "**Mortgagee**."

Section 10.02. Notice of Breaches to Mortgagees. In the event Metro and/or PARC gives written notice to Developer of a breach of its obligations under this Agreement, Metro and/or PARC shall forthwith furnish a copy of the notice to the Mortgagees that have been identified to Metro and/or PARC by Developer. To facilitate the operation of this Section, Developer shall at all times keep Metro and PARC provided with an up-to-date list of Mortgagees.

Section 10.03. Mortgagee May Cure Breach of Developer.

A. In the event that Developer receives notice from Metro and/or PARC of a breach by Developer of any of its obligations under this Agreement and such breach is not cured by Developer pursuant to the provisions of this Agreement, Metro and/or PARC shall, in addition to the notice provided in Section 10.02 hereof this Agreement, give notice of the failure to cure on the part of Developer to the applicable Mortgagees at the expiration of the period within which Developer may cure as set forth in this Agreement. Any one of the Mortgagees may proceed to cure any such failure and such Mortgagee, if it elects to cure such default, shall give Metro and/or PARC, as applicable, written notice of its intention so to cure within thirty (30) days after the receipt of the additional notice herein set forth. In the event that any Mortgagee elects to proceed to cure any such default, such Mortgagee shall do so within the applicable cure period contained in this Agreement; provided, however, that the commencement of the cure period for Mortgagee shall commence on the date Mortgagee notifies Metro and/or PARC, as applicable, of Mortgagee's

election to cure such default and each applicable cure period shall be deemed double in length for Mortgagee.

B. In the event any Mortgagee elects to exercise its rights of foreclosure under a Mortgage (or appoint a receiver or accept a deed and/or assignment-in-lieu of foreclosure), after foreclosure of Developer's interest in and to the Project or any portion thereof (or after the appointment of a receiver or the obtaining of Developer's interest in and to the Project or any portion thereof via deed and/or assignment-in-lieu of foreclosure), such Mortgagee may at its option:

1. Elect to assume the position of Developer hereunder in which case, in the event Metro and/or PARC has terminated this Agreement or suspended the distribution of any funds that Metro and/or PARC is obligated to provide to the bond trustee and/or Developer pursuant to this Agreement, Metro and PARC agree that this Agreement shall be deemed reinstated and Metro and/or PARC shall commence the distribution of such funds in accordance with the provisions of this Agreement and, in which case, such Mortgagee shall cure any default by Developer hereunder that Mortgagee had received in accordance with the provisions of this Section hereof within the timeframes contained in this Agreement and shall cause the Project to be substantially completed in accordance with the provisions of this Agreement; or

2. Elect not to reinstate the provisions of this Agreement. Mortgagee shall have the right so to elect Section 10.03.B1 of this Agreement., only if it shall exercise such right within six (6) months after the receipt of the additional notice herein set forth.

Section 10.04. Rights and Duties of Mortgagee. In no event shall any Mortgagee be obliged to perform or observe any of the covenants, terms or conditions of this Agreement on the part of Developer to be performed or observed, or be in any way obligated to complete the improvements to be constructed in accordance with this Agreement, nor shall it guarantee the completion of improvements, whether as a result of (a) its having become a Mortgagee, (b) the exercise of any of its rights under the instrument or instruments whereby it became a Mortgagee (including without limitation, foreclosure or the exercise of any of its rights in foreclosure), (c) the performance of any of the covenants, terms or conditions on the part of Developer to be performed or observed under this Agreement or (d) otherwise, unless such Mortgagee shall either make the election set forth in Section 10.03.B.1 of this Agreement or shall specifically elect under this Section 10.04 of this Agreement to assume the obligations of Developer by written notice to Metro whereupon such Mortgagee, upon making any such election as aforesaid, shall then and thereafter for all purposes of this Agreement be deemed to have assumed all of the obligations of Developer hereunder.

Section 10.05. Mortgagee's Rights Agreements. Metro and PARC covenant and agree with Developer that Metro, acting by and through the City Representative, and/or PARC, shall, at the request of Developer made from time to time and at any time, enter into a lender's rights agreement with any Mortgagee (or potential Mortgagee) identified by Developer, which lender's rights agreement shall be consistent with the terms and provisions contained in this Article of this Agreement that apply to Mortgagees and Mortgages. Within thirty (30) days of Developer's request for a lender's rights agreement pursuant to the provisions of this Section, time being of the

essence, Metro, acting through the City Representative, and/or PARC, shall execute and deliver to Developer such a lender's rights agreement benefiting the identified Mortgagee (or potential Mortgagee) and such Mortgagee's Mortgage (or potential Mortgagee's potential Mortgage), which executed lender's rights agreement shall be in a form and substance that are reasonably acceptable to such Mortgagee (or potential Mortgagee) and that is consistent with, and at the option of such Mortgagee (or potential Mortgagee) incorporates, the terms and provisions of this Article that apply to Mortgagees and Mortgages (such as the Mortgagee notice provisions and the Mortgagee cure rights provision of this Article).

ARTICLE XI

MISCELLANEOUS

Section 11.01. Governing Law. This Agreement, the construction thereof and the rights and obligations of the Parties hereunder, shall be governed in all respects by the laws of the Commonwealth of Kentucky.

Section 11.02. Severability. Each and every provision hereof, including Articles, Sections, and subsections shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability or illegality of any such provision shall not affect the enforceability of any other provision hereof.

Section 11.03. Section Headings and Captions. The section headings and captions in this Agreement are for convenience of reference only and shall not affect the construction of the terms and provisions hereof.

Section 11.04. Time of the Essence; Mutual Extension, Diligent Performance. Time shall be of the essence with respect to the duties and obligations imposed on the Parties hereto. Where any time for performance or otherwise is set forth herein, such time may be extended by mutual agreement of the Parties. With respect to any duty or obligation imposed on a Party to this Agreement, unless a time is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance thereof.

Section 11.05. Force Majeure. In the event that any Party shall be delayed, hindered in or prevented from the performance of any act required hereunder (including construction) by reason of any act of God, governmental action or inaction, unusually severe weather conditions, earthquakes, floods, strikes, pandemics, lock-outs, labor troubles, shortage of materials, failure of power, riots, insurrection, terrorism, war, litigation or other reason, condition or event not within the reasonable control of such Party in performing the acts required under the terms of this Agreement, such as the failure or default of one or more other Parties to this Agreement of its obligations hereunder, or any other cause beyond the control of Developer, then performance of such shall be extended for a period equivalent to the period of such delay.

Section 11.06. Notices. Whenever a notice is required or permitted to be given to a Party hereunder, such notice shall be in writing and shall be deemed to have been made when hand delivered or two (2) business days after being deposited in the United States mail or UPS Overnight addressed to the Parties or to such other address as the receiving Party shall have notified the sender with a copy to be sent via email, as follows:

If to Metro:	Cabinet for Economic Development 444 S. Fifth Street, Suite 600 Louisville, KY 40202 Attn: Jeff O'Brien Email: jeff.obrien@louisvilleky.gov
With a copy to:	Jefferson County Attorney's Office 200 S. Fifth Street, Suite 300N Louisville, KY 40202 Attn: Laura Ferguson, Assistant County Attorney Email: laura.ferguson@louisvilleky.gov
If to PARC:	Parking Authority of River City, Inc. 222 S. First Street, Suite 400 Louisville, KY 40202 Attn: Gerald Howell Email: Gerald.howell@louisvilleky.gov
If to Developer: Houston, TX 77010 - 3031	MGI Louisville, LLC 1301 McKinney ST Attn: David Carlock Email: David.carlock@machetegroup.com
With a copy to:	Bricker Graydon Wyatt LLP 400 W. Market Street, Suite 2000 Louisville, KY 40202 Attn: Jonathan L. Baker Email: jbaker@bricker.com
With a copy to:	Arent Fox Schiff LLP 44 Montgomery Street, 38th Floor San Francisco, CA 94104 Attn: Kelli Scheid Smith Email: kelli.smith@afslaw.com

Section 11.07. Provisions not Merged with Leases, Deeds and Other Agreements. This Agreement shall not terminate upon the execution of any lease or deed required by this Agreement, and the provisions of this Agreement shall not be deemed to be merged into such lease or deed.

Section 11.08. Entirety of Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein, and all prior agreements and understandings, among the Parties are merged herein. The Exhibits to the Agreement constitute a material part hereof and are incorporated by reference herein. This Agreement may not be modified, amended or revoked, except in writing, executed by an authorized representative of each of the Parties.

Section 11.09. Brokers and Finders; Fees and Expenses. The Parties each represent and warrant to the others that it has engaged no broker or finder in connection with the negotiation of this Agreement, and each Party indemnifies and holds to the extent permitted by law the others harmless against any claims for fees for such services by any person or firm claiming under or through such Party. Each Party hereto shall bear its own respective expenses and costs for legal, accounting and administrative services in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby, except as mutually agreed to by the Parties. Each Party hereto indemnifies and holds the others harmless, to the extent permitted by law, against any claims for fees for such services any person or firm claiming under or through such Party.

Section 11.10. Successors and Permitted Assigns for the Parties Hereto. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective successors and assigns; provided, however, that Developer may assign all or any part of this Agreement, including its developer rights to construct or have constructed the Developer Project in its entirety or its developer rights to construct or have constructed any one phase or multiple phases of the Developer Project to an affiliate of Developer (which may include a joint venture between Developer and Diamond Baseball Holding, LLC) provided that such affiliate agrees in writing to assume and be bound by the terms and conditions of this Agreement, and Developer provides thirty (30) days' notice of such assignment to Metro and/or PARC. Any assignment meeting these conditions will not require the prior written consent of Metro and/or PARC.

Section 11.11. Estoppels. Each of the Parties hereto agrees to provide to the others, or to such third parties as may be reasonably requested by the others, written estoppels from time to time certifying, among other matters, the continued viability of this Agreement, the satisfaction of conditions contained in this Agreement, the absence of any defaults hereunder (or, if defaults exist, specifying in detail the nature of such defaults), the status of the obligations of the Parties each to the other, and such other matters as may reasonably be requested by the Party requesting such estoppel certificate(s).

Section 11.12. No Third-Party Beneficiaries; No Partnership or Joint Venture Created. Each of the Parties hereto agrees that nothing contained in this Agreement shall be deemed or construed by any of them, or by any third party, as creating any relationship of third-party beneficiary, principal and agent, general partnership or joint venture or any other association or relationship among the Parties. The terms and provisions of this Agreement are solely for the benefit of each of the Parties hereto, their successors and permitted assigns, and shall not benefit in any manner any person not a Party to this Agreement. In addition to the anticipated joint venture between Developer and DBH, Developer may have additional joint venture partners or separate joint ventures for some of the components of the Project. Upon formation of any joint venture(s),

the Parties agree to amend this Agreement to include such partners as parties to this Agreement as appropriate. Metro agrees to not unreasonably withhold its consent to the identity of any joint venture partners or amendments to include such partners as parties to this Agreement.

Section 11.13. No Abrogation of Legal Requirements. Nothing contained herein shall be construed to permit any Party to violate any applicable law, regulation or code.

Section 11.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Section 11.15. Binding Effect. Each of the Parties hereto covenants and warrants that (i) it is duly authorized to transact business in the Commonwealth of Kentucky, (ii) the person executing this Agreement on behalf of a Party is duly authorized by such Party to sign and execute this Agreement on its behalf, (iii) this Agreement is a valid and binding obligation on the Party and enforceable in accordance with its terms, and (iv) it is the intention of each of the Parties to this Agreement that it shall be binding and legally enforceable in accordance with its terms.

Section 11.16. Provisions Not Merged With Deeds and Other Agreements. This Agreement shall not terminate upon the Property Closing or the Garage Closing, and the provisions of this Agreement shall not be deemed to be merged into any deeds or other agreements executed and delivered at the Property Closing or the Garage Closing.

Section 11.17. Right to Representation. Each Party to this Agreement has had the opportunity to have counsel of its choice review this Agreement and such Party's obligations hereunder on its behalf prior to such Party's execution and delivery of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, structured or dictated such provision. All Parties have freely negotiated this Agreement.

Section 11.18. Further Assurances. Each Party hereto will, whenever and as often as they shall be requested so to do by another Party hereto, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assignments, confirmations, instruments of further assurance, approvals, consents and any and all such further instruments and documents as may be necessary, expedient or proper in the reasonable opinion of such Party's counsel used in this transaction in order to complete any and all transfers, admissions and assignments provided for therein.

Section 11.19. Confidentiality. Metro and PARC acknowledge and agree that any information provided by Developer concerning the cost of developing the Project, the terms of any financing of the Project, and information furnished pursuant to Sections 2.15 and 2.16 of this Agreement, constitute "confidential financial information" and may contain "trade secrets" and "confidential information." Accordingly, Metro and PARC, to the fullest extent permitted by applicable law, shall deny public inspection of such information. The Parties acknowledge that Metro and PARC are public agencies and therefore subject to the open records law as set forth in KRS 61.870 through 61.884. Metro and PARC agree to deny the right to inspect the above-

described documents as exempt from inspection pursuant to KRS 61.878 unless ordered to disclose such documents by an opinion of the Kentucky Attorney General or a court of competent jurisdiction. Developer agrees to use commercially reasonable efforts to identify all documents furnished to Metro or PARC which it considers to be confidential or proprietary as **"CONFIDENTIAL AND PROPRIETARY INFORMATION."**

Section 11.20. Representative Not Individually Liable. No member, official, representative, or employee of Metro and/or PARC (including, but not limited to the City Representative) shall be personally liable to Developer or any successor in interest in the event of any default or breach by Metro and/or PARC for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement. No partner, member, representative, or employee of Developer or any of their respective employees, representatives, managers or members shall be personally liable to Metro and/or PARC in the event of any default which may become due to Metro and/or PARC or on any obligations under the terms of this Agreement.

Section 11.21. Payment or Performance on Saturday, Sunday or Holiday. Whenever the provisions of this Agreement call for any payment or performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the Commonwealth, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday, or legal holiday of the Commonwealth.

Section 11.22. Incorporation Into Agreement and Recitals. The recitals set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement.

Section 11.23. Conflict of Terms. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render a provision valid and enforceable, then the provision shall have the meaning which renders it valid and enforceable.

Section 11.24. No Waiver. No failure on the part of a Party to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the other Party to enforce the same in the event of any subsequent default.

Section 11.25. No Representation or Warranties Not Expressly Made. Each Party hereby acknowledges that no representations or warranties have been made to any other Party to this Agreement except as expressly set forth in this Agreement. Each party has had an ample opportunity to consult with advisors and consultants of its choosing and has made an independent determination to undertake its obligations as set forth in this Agreement.

[Signatures on Following Page]

IN TESTIMONY WHEREOF, witness the signatures of the authorized representatives of the Parties hereto as of the day and year first written above.

"DEVELOPER":

MGI LOUISVILLE, LLC

By: _____
David Carlock
Managing Partner

Approved as to Form and Legality

Michael J. O'Connell
Jefferson County Attorney

By: _____
Assistant County Attorney

Date: 5/29/2026

"METRO":

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: _____
Craig Greenberg, Mayor

"PARC":

PARKING AUTHORITY OF RIVER CITY, INC.

By: _____

Title: _____

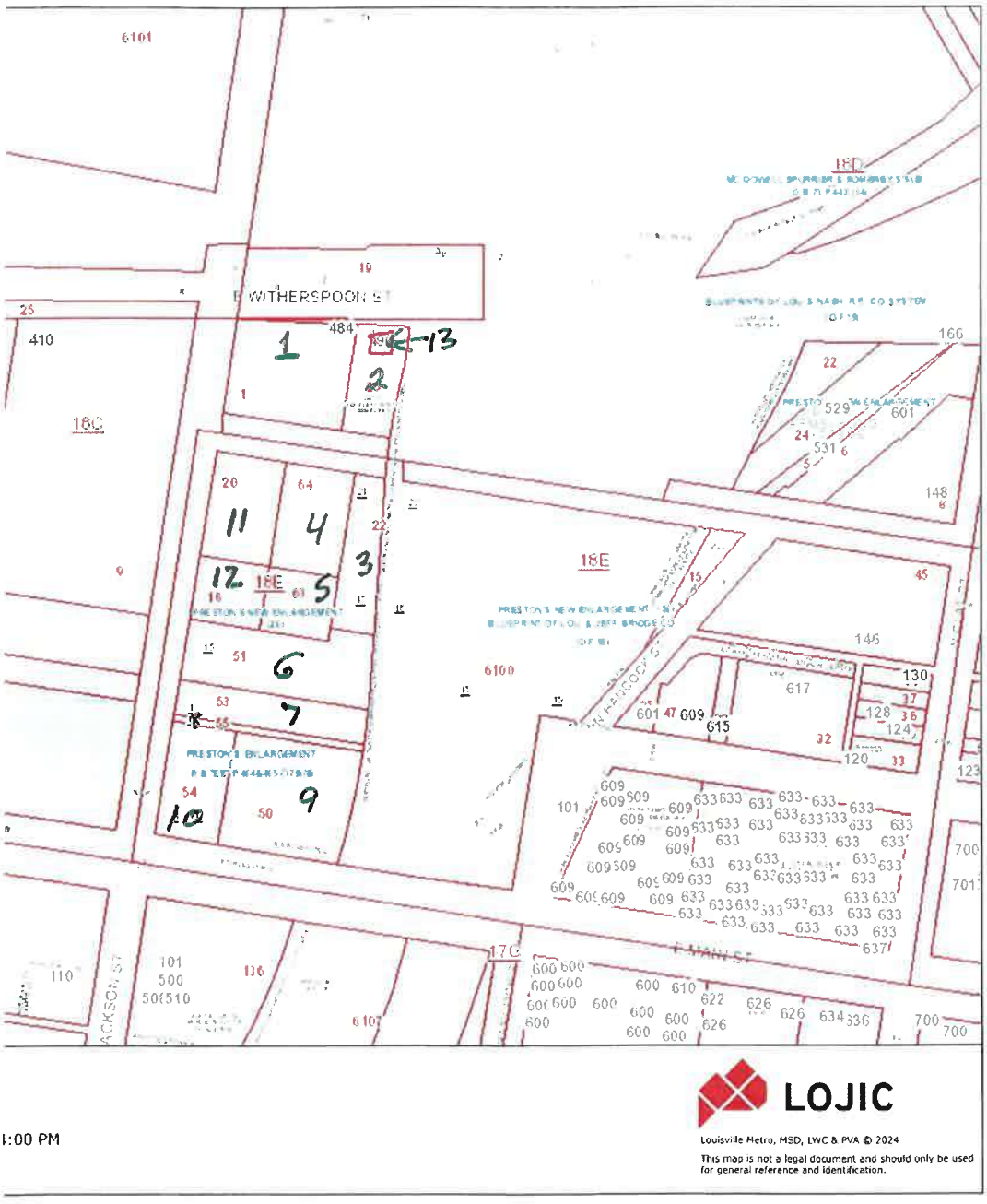
EXHIBIT A

METRO PROPERTY

503 Franklin Street
unaddressed E. Witherspoon Property with Parcel ID 018D00250000
501 & 504 Franklin Street
unaddressed Franklin Street Property with Parcel ID 018E00640000
unaddressed Jackson Street Property with Parcel ID 018E00630000
501 E. Main Street
304 Jackson Street
302 S. Jackson Street
100 N. Hancock Street
300 Jackson Street

The term Metro Property also includes the public rights-of-way interior to the Metro Property and adjacent to the above listed parcels, which inclusion is contingent upon those rights-of-way being formally closed.

Print Layout

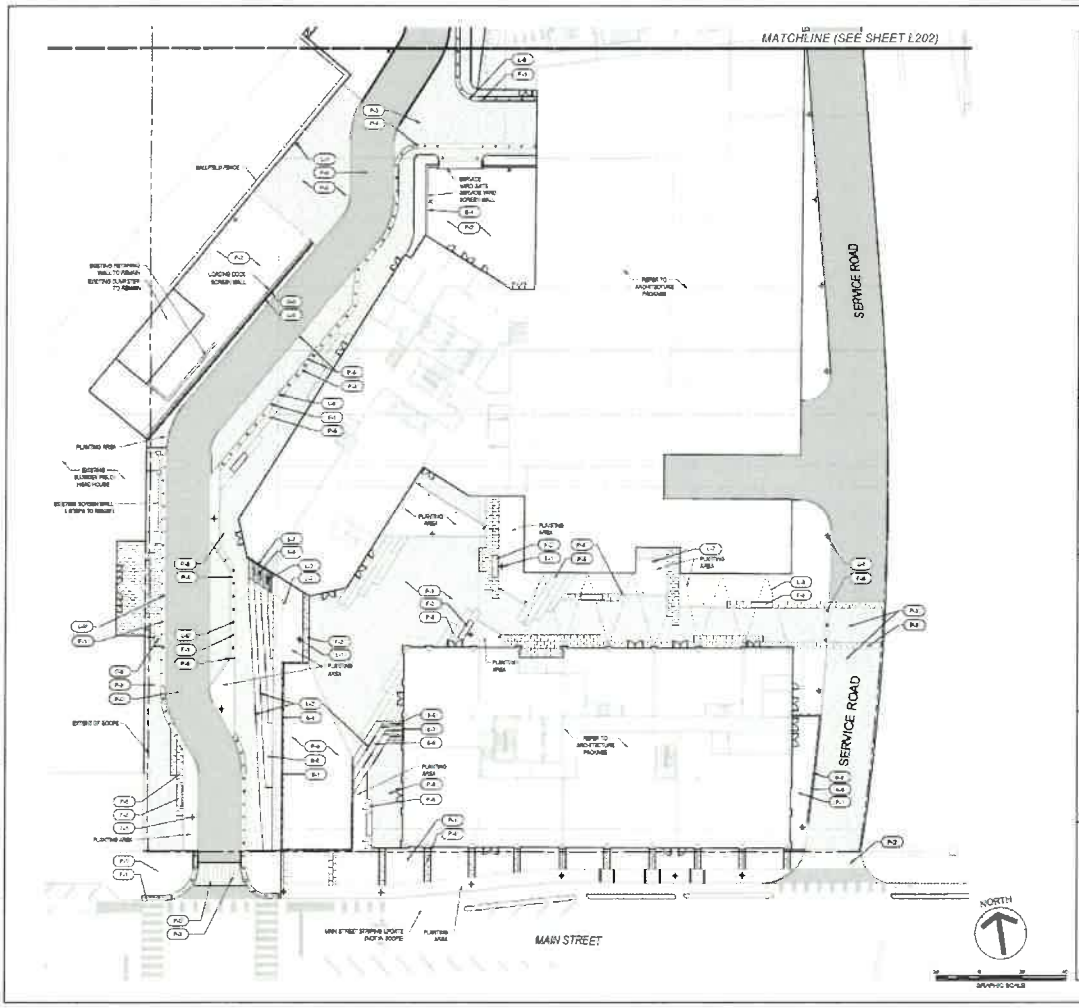


1:00 PM

1/1

EXHIBIT B

CONCEPTUAL PLAN



LEGEND

PROPERTY LINE
BUILDING LINE
RETAINING WALL
SCREEN WALL
EXISTING RETAINING WALL
BALLFIELD FENCE
GUARDRAIL
VEHICULAR CONCRETE PAVING
PEDESTRIAN CONCRETE PAVING
UNIT PAVING
ACCENT PAVING
STABILIZED DECOMPOSED GRANITE
SYNTHETIC TURF
POLE MOUNTED LIGHT
LINEAR STEP LIGHT
CATENARY LIGHT
BOLLARD LIGHT
LANDSCAPE LIGHT
WALL SPOT LIGHT
WALL LINEAR LIGHT

PAVING

P-1 PEDESTRIAN CONCRETE PAVING, SEE CIVIL
P-2 VEHICULAR CONCRETE PAVING, SEE CIVIL
P-3 UNIT PAVING, SEE DETAIL 10/L201
P-4 DETECTABLE WARNING UNIT PAVING, SEE DETAIL 3/L300
P-5 ACCENT PAVING, SEE DETAIL 3/L300
P-6 FLUSH CONCRETE CURB, SEE DETAIL 4/L302
P-7 STABILIZED DECOMPOSED GRANITE, SEE DETAIL 9/L201
P-8 SYNTHETIC TURF, SEE DETAIL 6/L303
P-9 ASPHALT PAVING, SEE CIVIL

STRUCTURES / WALL / FENCING

B-1 PLINTH WALL, SEE DETAIL 6/L303
B-2 BALLFIELD FENCE, SEE DETAIL 10/L303
B-3 LOADING DOCK SCREEN WALL, SEE DETAIL 4/L303
B-4 SERVICE YARD SCREEN WALL & GATE, SEE DETAIL 2/L303
B-5 6'-0" STAIR, SEE DETAIL 3/L302
B-6 TERRACED SEATING, SEE DETAIL 4/L303
B-7 HANDRAIL
B-8 GUARDRAIL
B-9 CAST IN PLACE CONCRETE RETAINING WALL

FURNISHING

F-1 SECURITY BOLLARD
F-2 BENCH
F-3 BIKE RACK
F-4 TRASH/RECYCLING RECEPTACLE
F-5 CAFE TABLE AND CHAIRS
F-6 REMOVABLE BOLLARD

LIGHTING

L-1 POLE MOUNTED LIGHT
L-2 LINEAR STEP LIGHT
L-3 CATENARY LIGHT
L-4 POWER PEDESTAL (SEE E-DWG)
L-5 CANOPY LIGHT
L-6 BOLLARD LIGHT
L-7 LANDSCAPE LIGHT
L-8 WALL SPOT LIGHT
L-9 LINEAR WALL LIGHT

Gresham Smith
Gresham@smith.com
111 West Main Street
Suite 201
Louisville, KY 40202
502.627.8900

Machete Slugger Field
300 Jackson Street,
Louisville, KY
SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

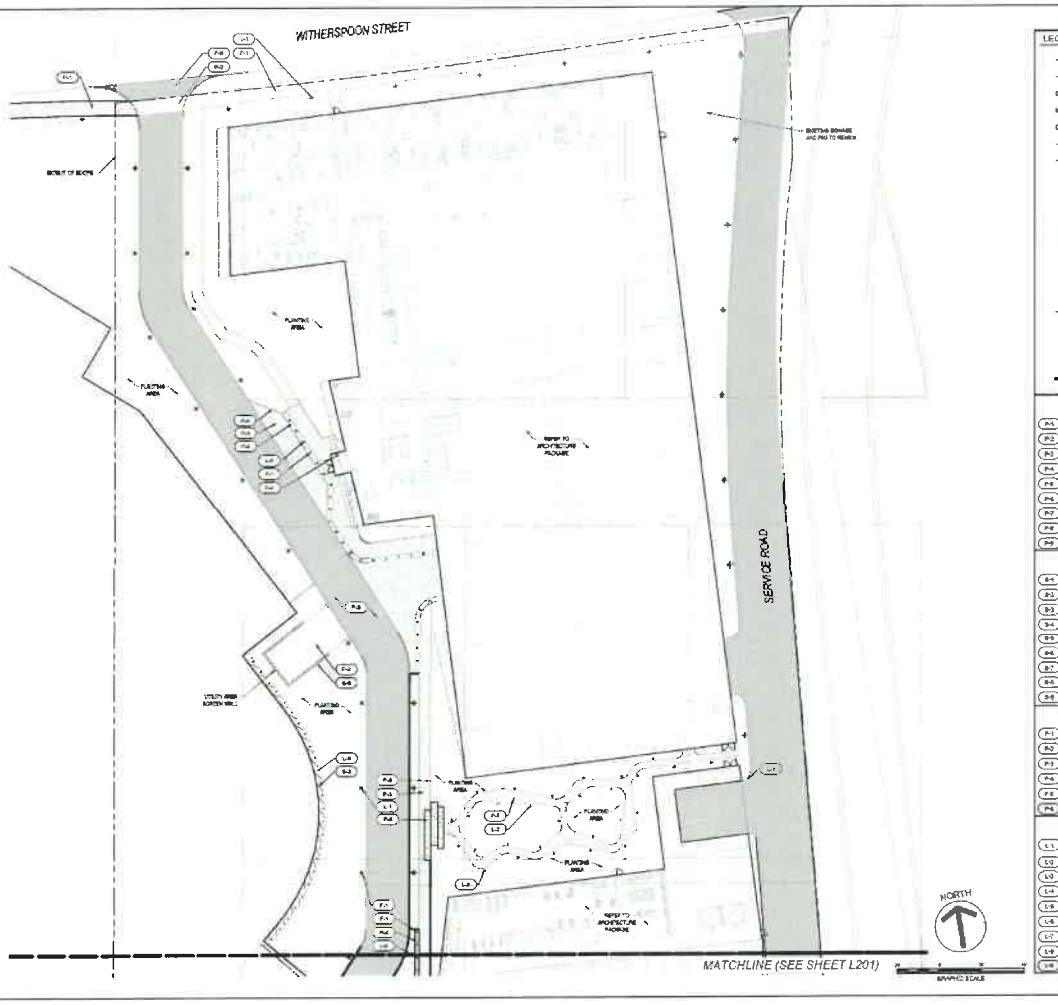
Revision

No.	Date	Description

ENLARGED LAYOUT PLAN

L201

43624.00
January 15, 2024



LEGEND

PROPERTY LINE
BUILDING LINE
RETAINING WALL
SCREEN WALL
EXISTING RETAINING WALL
BALLFIELD FENCE
GUARDRAIL
VEHICULAR CONCRETE PAVING
PEDESTRIAN CONCRETE PAVING
UNIT PAVING
ACCENT PAVING
STABILIZED DECOMPOSED GRANITE
6 INCH SETTS TRIM
POLE MOUNTED LIGHT
LINEAR STRIP LIGHT
CATENARY LIGHT
BOLLARD LIGHT
LANDSCAPE LIGHT
WALL SPOT LIGHT
WALL LINEAR LIGHT

PAVING

- P-1 PEDESTRIAN CONCRETE PAVING, SEE CIVIL
- P-2 VEHICULAR CONCRETE PAVING, SEE CIVIL
- P-3 UNIT PAVING, SEE DETAIL 1/L302
- P-4 DETECTABLE WARNING UNIT PAVING, SEE DETAIL 2/L302
- P-5 ACCENT PAVING, SEE DETAIL 3/L302
- P-6 FLUSH CONCRETE CURB, SEE DETAIL 4/L302
- P-7 STABILIZED DECOMPOSED GRANITE, SEE DETAIL 5/L302
- P-8 SYNTHETIC TURF, SEE DETAIL 6/L302
- P-9 ASPHALT PAVING, SEE CIVIL

STRUCTURES / WALL / FENCING

- S-1 PLINTH WALL, SEE DETAIL 8/L302
- S-2 BALLFIELD FENCE, SEE DETAIL 11/L304
- S-3 LOADING DOCK SCREEN WALL, SEE DETAIL 9/L302
- S-4 SERVICE YARD SCREEN WALL & GATE, SEE DETAIL 2/L303
- S-5 SITE STAIR, SEE DETAIL 3/L303
- S-6 TERRACED SEATING, SEE DETAIL 4/L302
- S-7 HANDRAIL
- S-8 GUARDRAIL
- S-9 CAST IN PLACE CONCRETE RETAINING WALL

FURNISHING

- F-1 SECURITY BOLLARD
- F-2 BENCH
- F-3 BIKE RACK
- F-4 TRASH/RECYCLING RECEPTACLE
- F-5 CAFE TABLE AND CHAIRS
- F-6 REMOVABLE BOLLARD

LIGHTING

- L-1 POLE MOUNTED LIGHT
- L-2 LINEAR STRIP LIGHT
- L-3 CATENARY LIGHT
- L-4 POWER RECEPTAL (NOT SHOWN)
- L-5 CANOPY LIGHT
- L-6 BOLLARD LIGHT
- L-7 LANDSCAPE LIGHT
- L-8 WALL SPOT LIGHT
- L-9 LINEAR WALL LIGHT

Gresham Smith
GreshamSmith.com
111 East Main Street
Suite 201
Lewisburg, KY 42252
502.627.8900

Machete Slugger Field
300 Jackson Street
Louisville, KY
SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

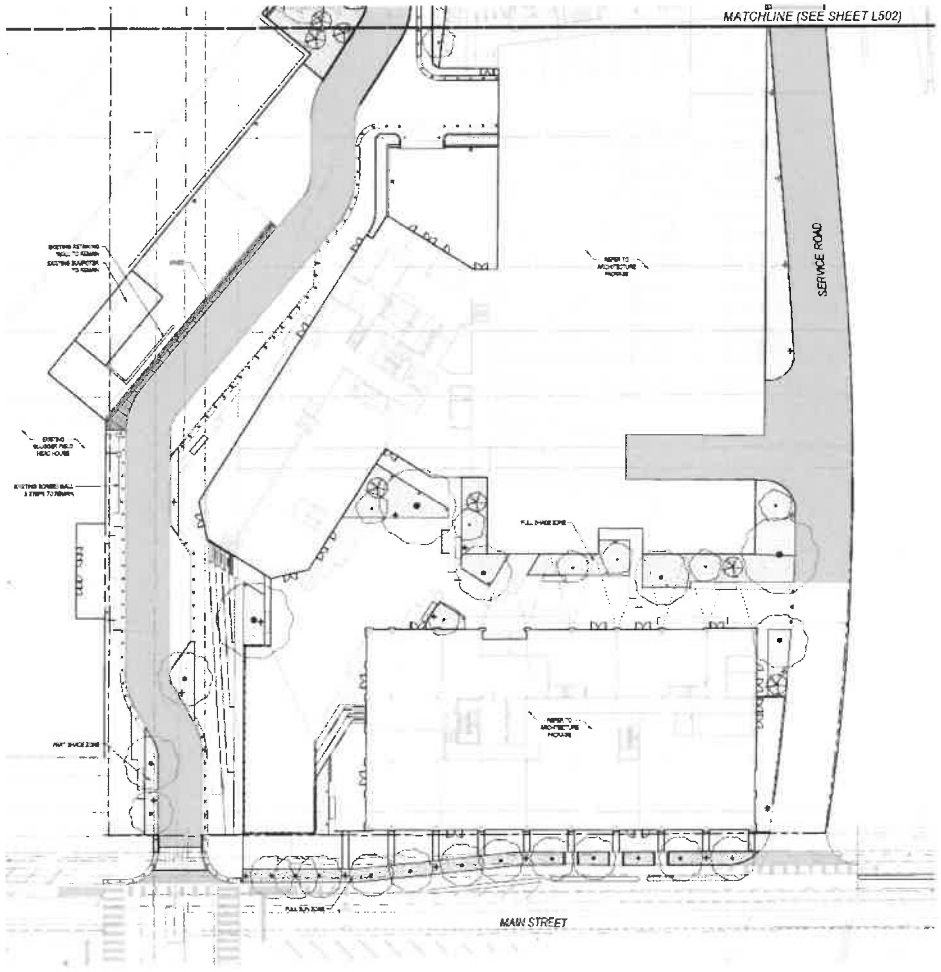
Revision

No	Date	Description

ENLARGED LAYOUT PLAN

L202

GSCA 00
January 16, 2026



LEGEND

- PROPERTY LINE
- BUILDING LINE
- CANOPY TREE
- UNDERSTORY TREE
- LARGE EVERGREEN SHRUB
- SYNTHETIC TURF
- SOD AREA
- FULL SHADE ZONE
- PART SHADE ZONE
- FULL SUN ZONE
- MEADOW ZONE
- LOUNGE & GARDEN ZONE
- OUTDOORING SPACE ZONE

NORTH

GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

111 West Main Street
Suite 200
Lexington, KY 40502
502.627.8900

Machete Slugger Field

300 Jackson Street
Louisville, KY

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

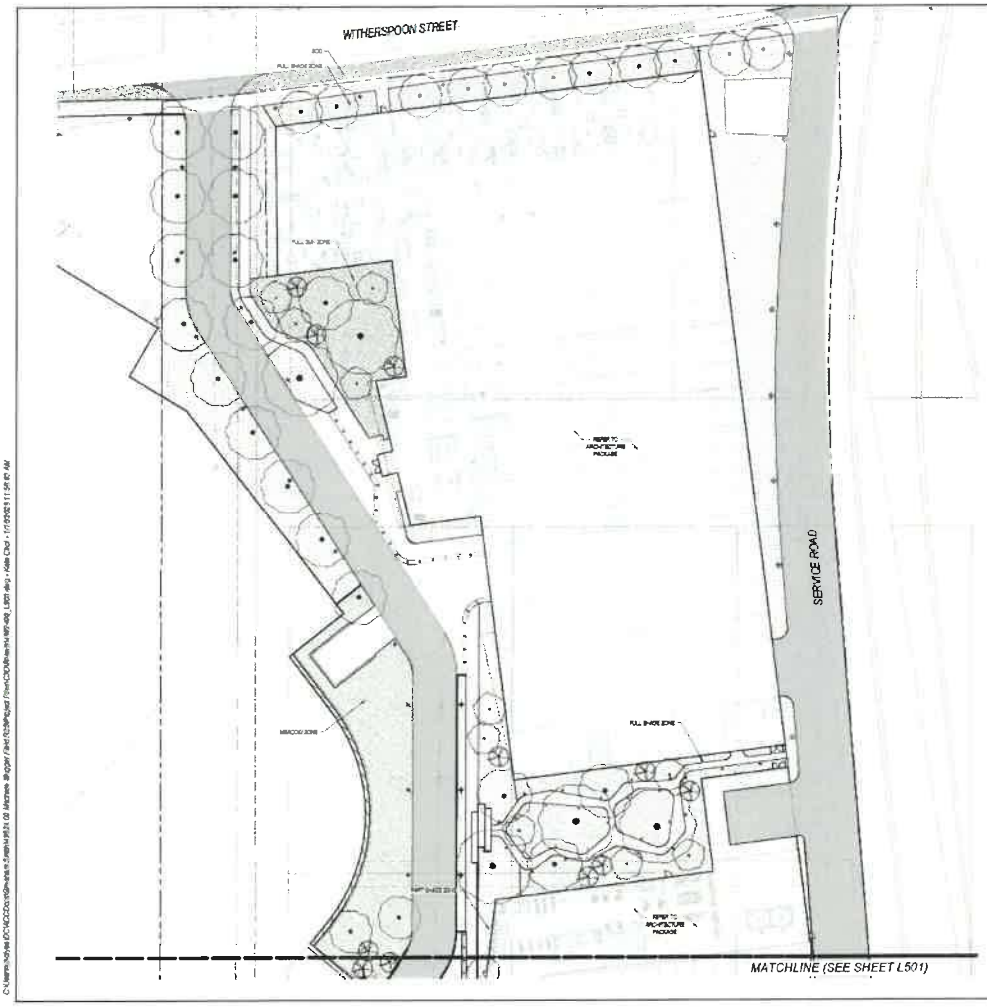
Revision

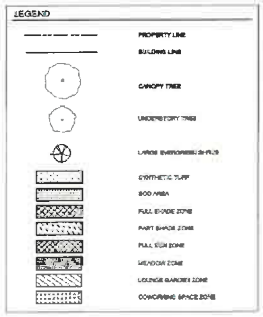
No.	Date	Description

ENLARGED LANDSCAPE PLAN

L501

49624.00
January 16, 2020





NORTH

GRAPHIC SCALE

Gresham Smith

GreshamSmith.com

111 West Main Street
Suite 301
Louisville, KY 40202
502.627.8300

Machete Slugger Field

300 Jackson Street,
Louisville, KY

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

Revision

No.	Date	Description

ENLARGED LANDSCAPE PLAN

L502

AMEC# 55
January 14, 2020

EXHIBIT C

INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Developer shall indemnify, hold harmless, to the extent permitted by law, and defend Metro, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Developer's (or Developer's Subcontractors, if any) performance or breach of the Agreement provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the intentional negligent act or omission of Metro, its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

II. INSURANCE REQUIREMENTS

Prior to Developer commencing this Agreement, Developer shall obtain at its own cost and expense, or shall cause to be obtained, the following types of insurance through insurance companies authorized to do business in the Commonwealth of Kentucky. All insurance required under this Agreement must be obtained and certificates or insurance thereof shall be submitted to and approved by Metro (who may request review by the Metro's Risk Management Division) prior to this Agreement taking effect.

Without limiting Developer's indemnification requirements, it is agreed that Developer shall maintain, or cause to be maintained, in force at all times during this Agreement the following policy or policies of insurance covering its operations.

A. The following clauses shall be added to Developer's Commercial General Liability Policy:

1. "Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Agreement."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the Agreement:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a $1,000,000 Combined Single Limit for any one Occurrence and $2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage including:

   a. Premises - Operations Coverage
   b. Products and Completed Operations

c. Contractual Liability
d. Broad Form Property Damage
e. Independent Contractors Protective Liability
f. Personal Injury

2. **AUTOMOBILE LIABILITY**: insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is $1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

3. **WORKERS' COMPENSATION (if applicable):** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and Employers' Liability - $100,000 Each Accident/$500,000 Disease – Policy Limit /$100,000 Disease – Each Employee.

4. **CONTRACTORS POLLUTION LEGAL LIABILITY COVERAGE** - Prefer coverage written on Broad Form basis, however, if written on a site-specific basis, this will be considered acceptable, if Contractor supplies proof to Metro that this site is covered. Preferably, this policy should include the Louisville/Jefferson County Metro Government as an Additional Insured. $1,000,000 per Occurrence with a $2,000,000 Aggregate are the minimum acceptable Limits.

NOTE: If this coverage is written on a CLAIMS-MADE basis, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least two (2) years after completion of the work, either by submitting renewal certificates of insurance with a Retroactive Date of not later than the date work commenced under this project or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

5. **BUILDERS RISK INSURANCE**. Developer must provide evidence of "Builders Risk" insurance coverage prior to beginning construction in either the form of a Certificate of Insurance or actual copies of policies. Developer shall purchase an "All Risk" (Comprehensive Form including theft of building materials, flood, earthquake, and Building Ordinance coverage including loss to the undamaged portion of the building; demolition and removal costs of undamaged parts of the structure; and any increased cost of repairs or reconstruction) Builders Risk policy with Limits of Liability equaling the full estimated Replacement Cost of the building being constructed or full renovation costs including the Actual Cash Value of existing structure(s), plus Replacement Cost of labor and materials. The policy shall list Metro as a "Named Insured/Owner". The maximum deductible which may be purchased by Developer under this policy is $5,000 or 5% of the total amount of the Agreement, whichever is greater, and Developer shall be solely responsible for reimbursing Metro for the deductible amount should the building be damaged in excess of this amount by fire or other peril prior to completion of work and acceptance by Metro.

6. **PROFESSIONAL SERVICES INSURANCE REQUIREMENT**. If Developer subcontracts portions of the work to be performed to a contractor and/or subcontractor(s) relied upon principally because of the professional services rendered by their firm (such as, but not

limited to, surveyors, civil, structural, geotechnical, or other professional engineering services), Developer shall also require that these contractor(s)/subcontractor(s) provide proof to Developer, via a certificate of insurance that the contractor(s)/subcontractor(s) has purchased professional liability (errors and omissions) insurance, which includes a minimum limit of liability of $1,000,000 per claim and $2,000,000 aggregate, in addition to the other types of insurance referenced above. The professional service contractor shall maintain such coverage for at least one year after substantial completion of the construction phase of the Project. Developer is responsible for obtaining and maintaining copies of the certificate of insurance until final acceptance of work by Metro.

7. **REAL PROPERTY INSURANCE.** Developer must provide real property insurance insuring all real property associated with a Component upon completion of the construction of the Component under this Agreement. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full replacement cost of the building(s) associated with the Component, including all improvements. The policy should include the Agreed Amount endorsement and include the perils of Flood and Earthquake. If Developer deems that Earthquake coverage is not available at a reasonable cost in the commercial insurance marketplace at limits equal to the full replacement cost of the building(s) associated with the Component, including all improvements, Developer may request Metro to accept reduced limits as mutually agreed upon by the parties. The policy shall be endorsed to add the interest of Metro as Loss Payee with respect to all real property.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to Developer is submitted to and approved by Metro's Risk Management Division.

IV. MISCELLANEOUS

A. Developer shall procure and maintain insurance policies as described herein and for which Metro shall be furnished Certificates of Insurance upon the execution of the Agreement. The Certificates shall include provisions stating that the policies may not be cancelled or non-renewed, without Metro having been provided at least thirty (30) days written notice. The Certificates shall identify the Agreement to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Agreement, renewal Certificates of Insurance shall be furnished to Metro thirty (30) days before the expiration date.

B. Certificates of Insurance, as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

C. Developer shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions of Developer's insurance coverage) in coverage as required above, Developer shall notify Metro's Risk Management Division within two (2) business days. If Developer fails to notify Metro as required by this Agreement, Developer agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by Metro, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

D. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Developer hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Developer.

EXHIBIT D

PERMITTED ENCUMBRANCES

1. Deed to Commonwealth of Kentucky for the use and benefit of the Department of Highways, of record in Deed Book 3891, Page 75, in the Office of the Clerk of Jefferson County, Kentucky.

2. Deed to Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, of record in Deed Book 10165, Page 958, in the Office aforesaid.

3. Easement for Floodwall to City of Louisville, of record in Deed Book 2637, Page 500, in the Office aforesaid.

4. Easements to Louisville Gas and Electric Company, of record in Deed Book 599, Page 550, and Deed Book 11305, Page 953, both in the Office aforesaid.

5. Lease to City of Louisville, Kentucky, of record in Deed Book 7133, Page 315, in the Office aforesaid. See also First Supplemental Lease, of record in Deed Book 8029, Page 549, in the Office aforesaid.

6. Certificate of Land Use Restriction, of record in Deed Book 8102, Page 370, in the Office aforesaid.

7. Easements, restrictions and stipulations imposed by Minor Subdivision Plats, attached to and made a part of Deeds of record in Deed Book 4891, Page 587, Deed Book 5366, Page 167, and Deed Book 7107, Page 737 (corrected in Deed Book 7132, Page 824), all in the Office aforesaid.

8. Lease Agreement by and between Cenco Industries, Inc. and Outdoor Systems, Inc. of record in Deed Book 6825, Page 487, in the Office aforesaid.

9. Street Closure Ordinance enacted June 17, 2025 by Louisville Metro Council as Ordinance No. 073, Series 2025, and recorded in Deed Book 13101, Page 846 in the Office aforesaid.

EXHIBIT E

REMEDIAL MEASURES

BACKGROUND TO FRAMEWORK

A. The Kentucky General Assembly during its 2022 Regular Session passed Senate Bill 272 which, among other things, enacted KRS 141.419 and KRS 224.1-420 which provide for refundable and transferable "decontamination tax credits" ("**DTCs**") for qualifying expenditures made at a qualifying decontamination property by any political subdivision of the Commonwealth, local agency, board, or commission, any quasi-governmental entity or other person, which DTCs potentially could be used to provide a financial mechanism to assist Metro in its decontamination or remediation of the Metro Property prior to Developer's development of the Project.

B. The EEC has determined the Metro Property to be "qualifying environmental remediation property" as defined in KRS 141.418 and therefore a "qualified decontamination property" within the meaning of KRS 224.1-420(1)(d).

C. The EEC has approved the Site Management Plan as a corrective action plan for redevelopment of the land that comprises the Louisville Slugger Field and the Metro Property, which plan includes a combination of soil and groundwater remediation, groundwater monitoring, and institutional controls, and the EEC is currently reviewing an amendment and/or replacement to the 1998 Site Management Plan (collectively with any approved amendment or replacement, the "**Approved CAP**").

D. This **Exhibit E** establishes a framework for Metro to decontaminate or remediate the Metro Property in a manner that results in qualifying expenditures which can be financed or reimbursed by DTCs, provided Metro's obligations and liabilities with respect to such decontamination or remediation, will be limited solely to Metro's interest in and to the Metro Property and any DTCs awarded to Metro with respect to its decontamination or remediation of the Metro Property.

E. Developer is willing to arrange financing for and oversee and manage the Remedial Measures and serve as Metro's "decontamination agent" for such purposes, with the costs of such Remedial Measures, to be partially or wholly funded by the DTCs, as further provided herein.

FRAMEWORK FOR REMEDIAL MEASURES

Section 1. Availability of the DTC Program. The parties acknowledge that Developer previously submitted an application to the EEC and the EEC determined the Metro

Property is preliminarily eligible as a "qualifying environmental remediation property" and that the Remedial Measures, including specifically the decontamination and remediation of the Metro Property in accordance with the Approved CAP, meet the preliminary eligibility requirements for DTCs, subject to the statutory maximum DTCs of $30,000,000 per qualifying decontamination property.

Section 2. Decontamination or Remediation of the Metro Property.

A. Subject to the limitations of Section 3.F. hereof, Metro shall decontaminate or remediate the Metro Property and hereby appoints Developer as its decontamination agent for same (solely in its capacity as agent for Metro, the "**Decontamination Agent**"). The Decontamination Agent agrees to use commercially reasonable efforts to decontaminate or remediate the Metro Property on behalf of Metro (including, among other things, demolition of existing structures, excavation/material handling and installation of a cap, vapor barrier, landscape and hardscape), in accordance with the Approved CAP (collectively, the "**Decontamination**"). The Decontamination Agent's Decontamination of the Metro Property shall commence immediately. Metro's completion of the Decontamination, by and through the Decontamination Agent and in accordance with the terms hereof, shall be a Developer's Condition Precedent, and shall be completed prior to the Property Closing.

B. Decontamination Agent and Metro intend that Decontamination Agent's duties under this **Exhibit E** shall create a principal and agent relationship. All actions taken by Decontamination Agent under this **Exhibit E** shall be taken under Metro's direction and control. Metro may inspect the Metro Property at reasonable business hours during the Decontamination to confirm that all work performed under this **Exhibit E** is commercially reasonable and is consistent with the Approved CAP. Metro reserves the right to review and approve all agreements to be executed by the Decontamination Agent relating to the Decontamination, including agreements relating to financing of the costs thereof.

C. All contracts, subcontracts, financing agreements (including the DLoan, DMortgage, etc.) and other agreements entered into by the Decontamination Agent relating to the Decontamination or other Remedial Measures and the financing of said costs shall expressly acknowledge that Developer has executed same as decontamination agent for Metro and shall include the limitation on Metro's liability as provided in Subsection 3.G of this **Exhibit E**.

Section 3. General Obligations. Metro, the Decontamination Agent and Developer shall undertake the following actions with respect to the Decontamination of the Metro Property:

A. Except for Metro's groundwater monitoring obligations on the Metro Property, Decontamination Agent, on behalf of Metro, shall be solely responsible for performing any environmental testing to determine whether hazardous materials are present in, on, or under the Metro Property.

B. Developer has submitted an application to the EEC and has obtained a determination from the EEC that the Metro Property is preliminarily eligible as "qualifying environmental remediation property" and the Decontamination of the Metro Property meets the preliminary eligibility requirements for DTCs.

C. Developer, on its own behalf and as the Decontamination Agent, and Metro shall jointly submit an amendment to Developer's prior application and any other documents to the EEC necessary to clarify that Metro is the applicant for the DTCs and Developer's role in the Decontamination is solely to conduct, perform, oversee, manage and finance the costs of same as agent for Metro.

D. The Decontamination Agent, on behalf of and as decontamination agent for Metro but expressly subject to the limitations on Metro's liability provided in subsection G. of this Section, shall obtain or otherwise arrange financing to fund the qualifying expenditures necessary to complete the Decontamination (the "**DLoan**") from a bank or other lender (the "**DLender**"). The Decontamination Agent, has an insurable interest in the Metro Property and the DTCs, and may, at its expense, purchase insurance on the Metro Property and the DTCs, respectively, to protect that interest. Any proceeds of such insurance shall be available to the Decontamination Agent and may be pledged by same as additional security for the DLoan.

E. Metro shall grant a mortgage on the Metro Property to secure the DLoan, in a form reasonably acceptable to DLender (the "**DMortgage**"), and shall retain title to the Metro Property during the Decontamination.

F. Notwithstanding Section 11.10 of this Agreement, Developer may collaterally assign this Agreement, including this **Exhibit E**, together with all of its rights and obligations thereunder, to the DLender, its successors, assigns, or refinancing parties, to secure the DLoan. Such collateral assignment shall include a provision that, in the event the DLender elects to exercise its rights of foreclosure under the DMortgage, DLender may elect to (i) assume the position of Developer, the Decontamination Agent, or both under this Agreement and shall cure any applicable defaults by Developer, the Decontamination Agent, or both as the case may be, or (ii) not assume the position of Developer and the Decontamination Agent under this Agreement, in which case this Agreement is deemed terminated.

G. Nothing herein or within either the DLoan or DMortgage shall be construed to represent or constitute an indebtedness on behalf of Metro within the meaning of the constitution of the Commonwealth of Kentucky or a pledge of the faith and credit or the taxing power of Metro, the Commonwealth of Kentucky, or any political subdivision, municipality or other local agency thereof. Notwithstanding any implication to the contrary herein,

(i) all obligations and liabilities of Metro with respect to the Decontamination of the Metro Property and under such DLoan or DMortgage will be limited solely to (a) the interest of Metro in and to the Metro Property and (b) any DTCs awarded to Metro with respect to the Decontamination of the Metro Property; and

(ii) Metro shall not be obligated to use any moneys or other assets to satisfy any obligation or liability arising under such DLoan or DMortgage or otherwise, including the failure to perform any duty imposed on Metro under such DLoan or DMortgage.

The obligations and liabilities of Metro under such DLoan or DMortgage shall not constitute a general obligation, debt or bonded indebtedness, or a pledge of the general credit of Metro, nor shall they give rise to any pecuniary liability of Metro.

H. Both Metro and the Decontamination Agent shall implement the Approved CAP and comply with all reporting requirements of KRS 224.1-420. The Decontamination Agent shall submit receipts annually to the EEC verifying the qualifying expenditures with respect to the Decontamination as required by KRS 224.1-420(8)(c) and, upon completion of the Decontamination, shall submit to the EEC a concluding Corrective Action Implementation Report, other confirmatory analytical data and information, and the cost of the Decontamination.

I. Upon approval by the EEC and in accordance with the terms of the DLoan, Metro pursuant to KRS 141.419(5) shall promptly assign or transfer the DTCs from the Decontamination to the DLender (the "**Metro DTC Assignment**").

J. Except as otherwise provided in this Section 3 relating to the DMortgage, the DLoan the DTCs, and Metro's groundwater monitoring obligations on the Metro Property and Metro's obligations described in Sections 7.02.A.11-12 of this Agreement, the Decontamination Agent, at its expense, shall be solely responsible for performing any Remedial Measures. Metro shall provide any documents in its possession relevant to the Metro Property at the request of the Decontamination Agent. Metro shall cooperate with, and assist, the Decontamination Agent in any negotiations with the EEC concerning Remedial Measures and agrees to use its best efforts to enable the Decontamination Agent to expeditiously obtain all necessary approvals from the EEC.

K. After the Metro DTC Assignment, any remaining principal, interest, or other amounts owed DLender pursuant to the DLoan shall be solely a liability of the Decontamination Agent and any co-borrowers or guarantors and shall not be a liability of Metro.

L. Nothing in this **Exhibit E** shall limit or otherwise affect Metro's environmental indemnification provided in Section 4.10 of this Agreement or Metro's obligations described in Sections 7.02.A.11-12 of this Agreement.