

## **MASTER DEVELOPMENT AGREEMENT**

THIS MASTER DEVELOPMENT AGREEMENT (this “AGREEMENT”) is made as of the \_\_\_ day of April, 2013 (the “Effective Date”) by and among the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky ( “LFUCG”), and the DEPARTMENT OF FINANCE AND ADMINISTRATION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (the “Authority”), and THE LEXINGTON TROTS BREEDERS ASSOCIATION, LLC, a Kentucky corporation (“Developer”), collectively (the “Parties”);

### RECITALS

Whereas, pursuant to the Act, as hereinafter defined, LFUCG has on April 1, 2010, adopted Ordinance Number 47-2010, whereby it established the Red Mile Development Area, and Ordinance No. 27-2012 whereby it amended and reenacted that ordinance to include additional property and create the final development area (the “Development Area”) for the purpose of establishing a mixed use development area on the edge of downtown Lexington; and

Whereas, LFUCG has previously recognized and determined and presently recognizes and determines that the property that constitutes the Development Area has been and is presently characterized by vacant parcels and deteriorated structures, that continuation of the physical deterioration within the Development Area will discourage and interfere with LFUCG’s growth and the improvement of areas surrounding the Development Area, and that the acquisition, financing, construction and development of those improvements and buildings, as identified in Section IV herein (the “Project”), will contribute to the public welfare of the citizens of Fayette County and will thereby materially enhance the area and be in furtherance of the general health and welfare of the citizens of Fayette County; and

Whereas, LFUCG recognizes that the redevelopment of the Development Area, as contemplated by the terms of this Agreement, will not occur without a public-private partnership and financial assistance provided to the Project by LFUCG and the Commonwealth of Kentucky (the “State”); and

Whereas, subsequent to the establishment of the Development Area, LFUCG, established the Authority as its agency and instrumentality and constituted authority for the purpose of performing functions related to the oversight, administration, and implementation of the Development Area Ordinance and Local Participation Agreement on behalf of LFUCG; and

Whereas, subsequent to the establishment of the Development Area, the State approved the Project as a “Mixed-Use Redevelopment in a Blighted Urban Area”, pursuant to the Act and entered into a Tax Incentive Agreement, as defined in the Act, with the Authority; and

Whereas, the Parties desire to set forth their mutual agreements, understandings and obligations, in order to facilitate the design, financing, development and construction of the Development Area and the Project.

## STATEMENT OF AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and in consideration of the premises and the mutual covenants and undertakings contained in this Agreement, the Parties hereby agree and covenant as follows:

### SECTION I

#### Preambles

The Parties hereto agree that the above “preambles” or “preamble clauses” (the above “Recitals”) are incorporated herein by reference as if fully restated herein and form a part of the agreement between the parties hereto.

## SECTION II

### Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings assigned in this Section II, unless the context clearly indicates that a contrary or different meaning is intended.

A. “Act”. Shall mean KRS 65.7041 to KRS 65.7083 and KRS 154.30-10, relating to tax increment financing of projects to promote economic development.

B. “Affiliate”. A corporation or other entity controlled by, controlling or under common control of the Developer.

C. “Agreement”. This Master Development Agreement, including all Exhibits attached hereto.

D. “Assessment Revenue” shall mean the revenue produced by the special assessment against certain real property included in the Project.

E. “Authority”. Shall mean the Department of Finance and Administration of the Lexington-Fayette Urban County Government,

F. “Authority Authorization”. Shall mean those necessary governmental or corporate authorizations, resolutions, orders, hearings, notices, and other acts, required by laws, rules, regulations or by-laws to provide the Authority and its officers with the proper authority to perform all obligations of the Authority resulting from this Agreement and to perform all other obligations of the Authority made necessary by, or resulting from, the establishment of the Development Area.

G. “Bonds”. Shall mean the Increment Bonds, Assessment Bonds, General Obligation Bonds or other bonds issued privately to finance projects within the Development

Area, in accordance with the Financing Plan, the payment of which bonds or notes which may be supported by Incremental Revenues pledged by LFUCG and/or the State.

H. “Bond Documents”. Shall mean all of the documents constituting the bond transcript of proceedings in connection with the issuance of Bonds.

I. “Capital Expenditure”. Shall have the meaning as provided in the Act.

J. “Commission”. Shall mean the Cabinet for Economic Development, or any successor, as identified and created by the Act.

K. “Developer”. Has the meaning given in the introductory paragraph of this Agreement.

L. “Developer Authorizations”. Those resolutions and other corporate acts, copies of which are attached as Exhibit “A”, necessary to provide Developer and its officers with the proper authority to (i) enter into this Agreement, (ii) perform all obligations under this Agreement, and (iii) perform all other obligations made necessary by, or resulting from, the Project.

M. “Development Area”. Shall have the meaning given in the Recitals to this Agreement.

N. “Development Schedule”. Shall mean the projected phasing schedule for the Development Area, attached as Exhibit “B”.

O. “Effective Date”. Has the meaning given in the introductory paragraph of this Agreement.

P. “Financing Plan”. Shall mean the plan for financing the Project as described in Section IV of this Agreement and in Exhibit “C” attached hereto.

- Q.     ”Incremental Revenues”. Shall have the meaning as provided in the Act.
- R.     “LFUCG”. The Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS 67A.
- S.     “LFUCG Authorizations”. Those necessary governmental authorizations, resolutions, orders, hearings, notices, ordinances, and other acts, required by laws, rules, or regulations to provide LFUCG and its officers with the proper authority to perform all obligations of LFUCG resulting from this Agreement, and perform all other obligations of the LFUCG made necessary by, or resulting from the Project.
- T.     “Mixed-Use Redevelopment Project”. Shall have the meaning as provided in the Act.
- U.     “Parking Garage”. Shall mean the parking garage(s), if any, to be constructed as part of the Project.
- V.     “Private Project Elements”. Shall mean the elements of the Project that shall be privately developed and owned and operated, including the office, retail, residential, hotel, restaurant and other commercial aspects of the Project.
- W.     “Private Financing”. Shall mean the financing needed to provide for the development and construction of the Private Project Elements or any financing received by the Developer that is not from LFUCG or State.
- X.     “Project”. Shall mean the comprehensive development within the Development Area, more specifically described in Section IV and in Exhibit “E”, attached hereto.
- Y.     “Project Costs”. Shall mean any capital investment as defined in the Act incurred or expended to undertake the Project.

Z. “Special Fund”. Shall mean the Red Mile Lexington Development Area Special Fund established in the Development Area Ordinance, as amended, for the purpose of holding the LFUCG’s Incremental Revenues and the State’s Incremental Revenues pledged herein in connection with the development of the Project.

AA. “State”. Shall mean the Commonwealth of Kentucky, including any of its agencies and departments.

BB. “Tax Incentive Agreement”. Shall mean the Agreement on sharing of incremental tax revenues dated as of August 25, 2011, by and among LFUCG and the State, which is attached hereto as Exhibit “D”.

CC. “Unavoidable Delays”. Shall mean delays due to labor disputes, lockouts, acts of God, enemy action, terrorist action, civil commotion, riot, governmental regulations not in effect at the date of execution of this Agreement, conditions that could not have been reasonably foreseen by the claiming party, or unavoidable casualty, provided such matters are beyond the reasonable control of the party claiming such delay.

### SECTION III

#### Representations

A. LFUCG and the Authority. LFUCG and Authority possess the requisite authority to enter into this Agreement, and neither LFUCG nor the Authority, in this Agreement or any schedule, exhibit, document or certificate delivered in accordance with the terms of this Agreement, has made any untrue statement of a material fact or failed to state a material fact.

B. Developer Representations. The Developer represents and warrants that: (i) the Developer (a) is a Kentucky limited liability company possessing the requisite authority to enter into this Agreement; (b) is not a "foreign person" as that term is defined in Section 1445 of the

Internal Revenue Code; (c) has not, in this Agreement or any schedule, exhibit, document or certificate delivered in accordance with the terms of this Agreement, made any untrue statement of a material fact or failed to state a material fact; and (d) would not enter into this Agreement to undertake and construct the Project but for the commitment of LFUCG and the Authority to provide financial and other incentives to the Project as provided in this Agreement; (ii) the execution of this Agreement and the construction of the Project by the Developer will not knowingly violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to the Developer; and (iii) there are no undisclosed actions, suits or proceedings pending or threatened against the Developer which would, if adversely determined, have a material affect on the Developer's ability to enter into this Agreement or construct the Project in accordance with this Agreement.

#### SECTION IV

##### Project; Development Area; Financing Plan

A. The Development Area for the Project being undertaken by the Developer shall be an approximately eighty (80) contiguous acre area, more specifically described in Exhibit "F", which is attached hereto and incorporated herein. The Project area shall be the same area designated by LFUCG as the Development Area, pursuant to the Act, for purposes of providing tax increment financing needed to support the Project.

B. The Project shall be a comprehensive integrated mixed use development within the Project area, consisting of land acquisition needed for the Project, the reconstruction of the Red Mile Grandstand, the development of office, retail, restaurant, hotel and residential uses, and public infrastructure needed to support the Project. The anticipated uses within the area shall be

generally consistent with the designation of uses shown on the site-plan attached hereto as Exhibit “G” and in compliance with the Tax Incentive Agreement.

C. Design and Approval of the Project. LFCUG, the Agency and the Developer each acknowledge and agree that the Developer has obtained conditional approval of the Preliminary Project Plans from LFCUG.

D. Project Financing. The financing for the Project shall generally be in accordance with the Financing Plan described in Exhibit “C” attached to this Agreement. The Parties understand that the Financing Plan for the Project may be modified as development of the Project progresses and that more specific details of the nature of each aspect of financing the Project shall be more particularly contained in the Bond Documents and other documents at the time that each aspect of the financing needed for the Project is obtained. The pledge of Incremental Revenues pursuant to this Agreement to support payment of the Bonds issued for the Project or to directly support construction of the Project, however, shall not be modified without the specific approval of LFUCG and/or the State.

E. Project Construction. The Developer shall construct the Project upon the Project Site, adjoining public ways, and elsewhere in the Development Area, consistent with the Preliminary Project Plans approved by LFUCG and upon the acquisition of all necessary permits and approvals in accordance with this Agreement. The Developer agrees to proceed expeditiously to complete construction plans and specifications to a level adequate to obtain all permits and approvals necessary to complete construction of the Project. Such plans and specifications shall be materially consistent with the approved Preliminary Project Plans and any approvals obtained by the Developer in connection with the Project.



F. Project Schedule and Construction. The Developer agrees to use commercially reasonable efforts to construct the Project in accordance with the Development Schedule. Any provision of this Agreement to the contrary notwithstanding, should the Developer encounter an Unavoidable Delay or be delayed by the Developer's inability to obtain necessary government or other permits or required approvals, or any other cause which the Developer and LFUCG agree is justifiable, the Development Schedule may be reasonably extended by LFUCG. For all other reasons, the Developer shall obtain the prior written approval of LFUCG for any substantial amendment to the Development Schedule, which approval shall not be unreasonably withheld.

G. Project Compliance. The Developer shall ensure that all construction is done in a good and workman-like manner and in compliance with all federal, State and local codes, ordinances, statutes and regulations.

## SECTION V

### Identification and Pledge of Incremental Revenues

A. Creation of TIF District. By Ordinance No. 47-2010 dated March 25, 2010, LFUCG has designated the Development Area as a development area, as provided in KRS 65.7049, and as amended by Ordinance No.27-2012 dated March 8, 2012. As part of the designation of this development area and as stated in the Local Participation Agreement dated March 1, 2010, LFUCG has agreed to Pledge eighty percent (80%) of LFUCG's Incremental Revenues from LFUCG real *ad valorem* taxes (excluding the amount which must be paid to the Lexington Public Library District) and occupational taxes (consisting of business occupational taxes and payroll taxes), generated within the Development Area to support the payment of the Bonds for up to a twenty (20) year period issued to pay for Approved Public Infrastructure Costs, Land Preparation, Demolition and Clearance Costs, Redevelopment Assistance or Financing Costs or to pay for such costs directly with pledged and available Incremental Revenue from the

Development Area in the event that Bonds are not issued. The parties anticipate that no Bonds will be issued.

B. Allocation of LFUCG Incremental Revenues. LFUCG has previously designated, as stated in the Local Participation Agreement, that a Red Mile Lexington Development Area Special Fund is to be created for the deposit of Incremental Revenues at least annually and no later than each March 1<sup>st</sup> after the first calendar year of activation. The dollars in the *Red Mile Lexington Development Area Special Fund* shall be held by LFUCG or the Authority and will be allocated solely to the Developer, as the LFUCG and Agency are not issuing Bonds and do not anticipate incurring any costs or expenses outside the normal course of business, and are to be used only for the public infrastructure purposes agreed upon in the Local Participation Agreement. The *Red Mile Lexington Development Area Special Fund* shall only be paid to Developer upon Developer providing satisfactory documentation to LFUCG as to the use of funds for public infrastructure purposes. The dollars in the *Red Mile Lexington Development Area Special Fund* should be distributed to the Developer as reimbursement for approved Project Costs and documented public infrastructure as provided by the terms of the Local Participation Agreement. In the event that LFUCG incurs any future expenses related to the administering of the Project outside of the normal course of business, LFUCG Incremental revenues should be allocated first and foremost towards payment of LFUCG's expenses related to the Project until such expenses are repaid.

C. State Participation. After its designation of the Development Area as a development area under KRS 65.7049, LFUCG, in cooperation with the Developer, made application to the Commission, on April 5, 2010, requesting state participation in the Project as a "mixed-use redevelopment in a Blighted Urban Area" under KRS 65.7049. The Commission

determined that the application qualified under the provisions of the Act and on August 25, 2011, the Commission approved a Tax Incentive Agreement with the LFUCG attached as Exhibit “D”.

E. Allocation of State Incremental Revenues. LFUCG has previously designated, as stated in the Local Participation Agreement, that a Red Mile Lexington Development Area Special Fund is to be created for the deposit of Incremental Revenues. LFUCG hereby agrees to allocate the State Incremental Revenues that are described and allocated to LFUCG in the Tax Incentive Agreement to the *Red Mile Lexington Development Area Special Fund*. The State dollars in the *Red Mile Lexington Development Area Special Fund* shall be held by LFUCG and will be allocated to the Developer, and are to be used only for the public infrastructure purposes agreed upon in the Grant Contract Agreement with the State. The *Red Mile Lexington Development Area Special Fund* shall only be paid to Developer upon Developer providing satisfactory documentation to LFUCG as to the use of funds for public infrastructure purposes. The State dollars in the *Red Mile Lexington Development Area Special Fund* should be distributed to the Developer as reimbursement for approved and documented public infrastructure expenses by no later than sixty (60) days after their deposit into the Fund and upon the provision of the above-referenced satisfactory documentation to LFUCG. In the event that LFUCG incurs any future expenses related to the administering of the Project outside of the normal course of business, State Incremental revenues should be allocated first and foremost towards payment of LFUCG’s expenses related to the Project until such expenses are repaid.

## SECTION VI

### Default

If any Party or any Parties (in either case, the “Defaulting Party”) materially breaches or defaults on any of its obligations under this Agreement, the other Parties may give notice that

remedial action must be taken by the Defaulting Party within sixty (60) days of the notice. The Defaulting Party shall correct such breach or default within sixty (60) days after such notice; provided, however, if (i) the default is one which cannot with due diligence be remedied by the Defaulting Party within sixty (60) days, and (ii) the Defaulting Party proceeds as promptly as reasonably possible after such notice and with all due diligence to remedy such default, the period after such notice within which to remedy such default shall be extended for such period as may be necessary to remedy the same with all due diligence. If such action is not taken, the non defaulting parties may, in addition to all other remedies available at law or in equity (including but not limited to specific performance and/or recovery of damages, including reasonable attorneys' fees and other costs and expenses), terminate this Agreement, or the portion of it affected by the default, by giving ten (10) days written notice to the defaulting Party or Parties.

In the event this Agreement is terminated, LFUCG and the Authority shall be (i) relieved of any executory obligations under this Agreement, (ii) released from undertaking any additional obligations as provided in this Agreement.

## SECTION VII.

### Miscellaneous Provisions

A. Term; Survival; Termination. The term of this Agreement shall be from the date of this Agreement until the earliest of (i) the final payment of the Special Fund Monies and the use of such Special Fund Monies pursuant to this Agreement, the Local Participation Agreement and the Tax Incentive Agreement, or (ii) the termination of this Agreement in accordance with its terms or (iii) the termination of the Local Participation Agreement and the Tax Incentive Agreement. This Agreement shall not terminate upon the execution of any agreements required or contemplated by this Agreement, or referred to in this Agreement, and the provisions of this Agreement shall not be deemed to be merged into any such agreements, it being the intent of the

Parties that this Agreement shall survive the execution and delivery of any such agreements and shall continue throughout the entire development of the Development Area.

B. Governing Law.

The laws of the State shall govern as to the interpretation, validity and effect of this Agreement.

C. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

D. Force Majeure.

LFUCG, Authority or Developer shall not be deemed to be in default in the performance of any obligation on such parties' part to be performed under this Agreement, other than an obligation requiring the payment of a sum of money, if and so long as the non performance of such obligation shall be directly caused by Unavoidable Delays; provided, that within fifteen (15) days after the commencement of such Unavoidable Delay, the non performing party shall notify the other party in writing of the existence and nature of any such Unavoidable Delay and the steps, if any, which the non-performing party shall have taken or planned to take to eliminate such Unavoidable Delay (provided, however, that a failure to give such notice timely shall not be a default hereunder or impair the non-performing party's immunities hereunder or account of Unavoidable Delay, unless the failure to give such notice timely actually prejudices the other

party). Thereafter, the non-performing party shall, from time to time, on written request of the other party, keep the other party fully informed, in writing, of further developments concerning such Unavoidable Delay and the effort being made by the non-performing party to perform such obligation as to which it is in default.

E. Notices.

Any notice to be given under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three (3) days following deposit in the U.S. Mail with proper postage prepaid, Certified or Registered, Return Receipt Requested, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by telecopy or personal delivery:

If to LFUCG:

Mayor Jim Gray  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

With Copies to: Kevin Atkins, Chief Development Officer  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

Janet M. Graham  
Commissioner of Law  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

If to the Authority: Commissioner of Finance  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

With a Copy to: Janet M. Graham  
Commissioner of Law  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

If to Developer: Mr. Joe Costa, CEO  
Lexington Trots Breeders Assn., LLC  
1200 Red Mile Road  
Lexington, KY 40504

With a Copy  
(which shall not  
constitute notice) to:

F. Approvals.

Whenever a party to this Agreement is required to consent to, or approve, an action by the other party, or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention, or a specific time limitation, such approval or consent shall be given within ten (10) business days and shall not be unreasonably withheld, conditioned or delayed by the party from whom such approval or consent is required.

G. Entirety of Agreement.

As used herein, the term “Agreement” shall mean this Master Development Agreement and the Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party which has not been embodied in this Agreement or the previous agreements that are referenced herein, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the Parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of any such provision by any party.

H. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

I. Headings.

The headings in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

J. Exhibits.

All exhibits to this Agreement shall be deemed to be incorporated herein by reference and made a part hereof, above the signatures of the parties hereto, as if set out in full herein.



K. No Waiver.

No waiver of any condition or covenant of this Agreement to be satisfied or performed by LFUCG, Authority or Developer shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of either party, except a written waiver signed by such party, shall be construed to be a waiver of any condition or covenant to be performed by the other party.

L. Construction. No provisions of this Agreement shall be construed against a Party by reason of such Party having drafted such provisions.

M. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

N. Relationship of the Parties.

Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties of this Agreement.

O. No Third Party Beneficiary.

Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of LFUCG, Authority and the Developer, any lender providing financing to Developer, and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

P. Diligent Performance.

With respect to any duty or obligation imposed on a party to this Agreement, unless a time limit 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 and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence with respect to any time limit specified herein.

Q. Assignment of Rights and Delegation of Duties

Neither LFUCG nor the Authority shall assign this Agreement without the prior written consent of the Developer, which shall not be unreasonably withheld. The Developer shall have the right to assign this Agreement, or any part hereof, to an Affiliate, provided the assignee shall assume all assigned liabilities and obligations of the Developer hereunder and LFUCG provides its consent in advance in writing, which consent shall not be unreasonably withheld.

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**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
An urban county government of the Commonwealth of Kentucky

By: \_\_\_\_\_  
Jim Gray  
Its: Mayor

Date:

Department of Finance and Administration of the Lexington-Fayette Urban County Government.

By: \_\_\_\_\_  
William O'Mara  
Its: Commissioner of Finance

Date:

Lexington Trots Breeders Association, LLC.

By: \_\_\_\_\_  
Joe Costa  
Its: President

Date:

Exhibit A  
to  
Master Development Agreement  
(Attach Developer Authorizations)

Exhibit B  
to  
Master Development Agreement  
(Attach Development Schedule)

Exhibit C  
to  
Master Development Agreement  
  
(Attach Financing Plan)

Exhibit D  
to  
Master Development Agreement  
(Attach Tax Incentive Agreement)

Exhibit E  
to  
Master Development Agreement  
  
(Attach Project Description)



Exhibit F  
to  
Master Development Agreement  
(Attach Description of Development Area)

Exhibit G  
to  
Master Development Agreement

(Attach Site Plan)