

ASSIGNMENT AND ASSUMPTION OF MASTER DEVELOPMENT AGREEMENT

This Assignment and Assumption of Master Development Agreement (this “Assignment”) dated the ____ day of May, 2025, by and between Summit Fritz Farm Partners LLC, a Delaware limited liability company (the “Assignor”) and Fritz Farm Owner, LLC a Delaware limited liability company authorized to transact business in the Commonwealth of Kentucky, with an address of 525 Third Street, Beloit, Wisconsin 53511 (the “Assignee”) (and collectively, the “Parties”);

W I T N E S S E T H:

WHEREAS, the Lexington-Fayette Urban County Government (“LFUCG”), the Department of Finance of the Lexington-Fayette Urban County Government (the “Agency”) and Bayer Properties, L.L.C., a Delaware limited liability company (“Bayer”), entered into a Master Development Agreement, effective as of February 13, 2014, as amended by a First Amendment to Master Development Agreement, effective November 20, 2014 (the “Master Development Agreement”) relating to the development of a mixed-use commercial project referred to as The Summit Lexington Project located within the boundaries of the Lexington-Fayette Urban County Government (the “Project”); and

WHEREAS, as authorized by Section VII(Q) of the Master Development Agreement, Bayer assigned its interest in the Master Development Agreement to an affiliate, the Assignor; and

WHEREAS, Assignor has entered into a purchase agreement to sell its interest in the Project to the Assignee, including its right, title and obligations set forth in the Master Development Agreement; and

WHEREAS, Assignor may assign its right, title and interest in the Master Development Agreement with consent of LFUCG and the Agency.

NOW, Therefore, the Parties Agree as Follows:

1. Assignor hereby transfers and assigns all of its right, title, interest, duties, liabilities and obligations under the Master Development Agreement to the Assignee, and the Assignee hereby accepts and assumes all of Assignor’s right, title, interest, duties, liabilities and obligations under the Master Development Agreement.

2. Assignor hereby makes the following representations unto the Assignee (i) that Assignor is duly authorized to enter into this Assignment for the purposes contemplated hereunder and (ii) that Assignor is not in default of its obligations under the Master Development Agreement.

3. Assignee represents and warrants that it is duly authorized to enter into this Assignment for the purposes contemplated hereunder.

IN WITNESS WHEREOF the Parties have hereunto set their hand.

ASSIGNOR:

SUMMIT FRITZ FARM PARTNERS LLC,
a Delaware limited liability company

By: JDG Lexington, L.L.C., its managing
member

By: _____
Title: _____

ASSIGNEE:

FRITZ FARM OWNER, LLC, a Delaware
limited liability company

By: _____
Title: _____

Lexington-Fayette Urban County Government and the Department of Finance of the Lexington-Fayette Urban County Government hereby consent to this Assignment and Assumption of Master Development Agreement, between the Assignor and Assignee.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Linda Gorton
Mayor

DEPARTMENT OF FINANCE OF THE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____
Erin Hensley
Commissioner of Finance