MASTER DEVELOPMENT AGREEMENT

This MASTER DEVELOPMENT AGREEMENT (this "AGREEMENT") is made as of the 1st day of September, 2014 (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 OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (the "Agency"), and Turf Development, LLC, a Kentucky limited liability company and its affiliates ("Developer" and, collectively, the "Parties");

RECITALS

Whereas, pursuant to the Act, as hereinafter defined, LFUCG by Ordinance No. 78-2010 (the Development Area Ordinance"), adopted on May 6, 2010, established the Turfland Town Center Development Area (the "Development Area") and pledged certain LFUCG Incremental Revenues, through the execution of a local participation agreement as provided in the Act, dated May 1, 2010 (the "Local Participation Agreement") to pay for project costs and redevelopment assistance within the Development Area as more specifically identified within the Local Participation Agreement, and

Whereas, subsequent to the adoption of the Development Area Ordinance there was a need to amend the Local Participation Agreement through the adoption of an Amended and Restated Local Participation Agreement, dated September 1, 2014 (the "Amended and Restated Local Participation Agreement"), to pay for certain project costs and redevelopment assistance within the Development Area, as set forth in the Amended and Restated Local Participation Agreement, a copy of which is attached as Exhibit A, and in accordance with this Agreement; and

Whereas, in the Development Area Ordinance, LFUCG, designated the Agency 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 the Amended and Restated Local Participation Agreement on behalf of LFUCG; and

Whereas, the primary private project planned within the Development Area is the Turfland Town Center Project (the "Project"), which is a mixed-use project consisting of office, restaurant, and retail uses, together with related parking, more specifically described in Exhibit "B" attached hereto; and

Whereas, to support the Project, the Developer has requested LFUCG and the Agency to pay for certain project costs related to the Project from the Incremental Revenues pledged to the Development Area in the Amended and Restated Local Participation Agreement and Tax Incentive Agreement, as herewith defined; and

Whereas, LFUCG recognizes that the redevelopment of the Development Area and the construction of Project, 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, 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, relating to tax increment financing of projects to promote economic development.

B. "Activation". Shall mean the date the Development Area or Tax Incentive Agreement is activated pursuant to the Act for the purpose of computing Incremental Revenues.

C. "Affiliate". A corporation or other entity controlled by, controlling or under common control of the Developer.

D. "Agency". Shall mean the Department of Finance of the Lexington-Fayette Urban County Government.

E. "Agreement". This Master Development Agreement, including all Exhibits attached hereto.

F. "Amended and Restated Local Participation Agreement". Shall mean the agreement pledging certain LFUCG Incremental Revenues to pay for certain Project Costs within the Development Area as set forth in the Amended and Restated Local Participation

Agreement, dated September 1, 2014, as it may be amended, a copy which is attached as Exhibit "A".

G. "Application". Shall mean the State application to KEDFA seeking a pledge of State Incremental Revenues.

H. "Approved Public Infrastructure Costs". Shall have the meaning as provided in the Amended and Restated Local Participation Agreement.

I. "Capital Investment". Shall have the meaning as provided in the Act.

J. "Developer". Has the meaning given in the introductory paragraph of this Agreement.

K. "Development Area". Shall have the meaning given in the Recitals to this Agreement.

L. "Effective Date". Has the meaning given in the introductory paragraph of this Agreement.

M. "Incremental Revenues". Shall mean the tax revenues pledged to the Development Area by LFUCG as set forth in the Amended and Restated Local Participation Agreement, and by the State, acting through KEDFA, through the execution of the Tax Incentive Agreement with the Agency.

N. "LFUCG". Shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS 67A.

O. "KEDFA". Shall mean the Kentucky Economic Development Finance Authority, which is assigned for administrative purposes to the Kentucky Economic Development Cabinet.

P. "Public Infrastructure Improvements". Shall mean the public improvements and infrastructure constructed within the Development Area, which shall include the Approved

Public Infrastructure Costs, including storm water and sanitary sewer facilities, public parking, roads, sidewalks, street lighting and other improvements outlined in Exhibit "B" to the Amended and Restated Local Participation Agreement and in Exhibit "D" to this Agreement.

Q. "Private Project Elements". Shall mean the elements of the Project that shall be privately developed and owned and operated, including office, retail, restaurant and other commercial aspects of the Project.

R. "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.

S. "Project". Shall mean the Turfland Town Center Project within the Development Area, more specifically described in Section IV and Exhibit "B" attached hereto.

T. "Project Costs". Shall mean any capital investment as defined in the Act incurred or expended to undertake the Project.

U. "Project Site". Shall mean the property located along Harrodsburg Road in Lexington, Kentucky and as more fully described in Exhibit "A" to the Amended and Restated Local Participation Agreement.

V. "State". Shall mean the Commonwealth of Kentucky, including any of its agencies and departments.

W. "State Real Property Tax Program". Shall mean the Commonwealth Participation Program for State Real Property Ad Valorem Tax Revenues as described in the Act.

X. "Tax Incentive Agreement". Shall mean the agreement pledging certain State Incremental Revenues to pay for designated costs within the Development Area which will be set

forth in a Tax Incentive Agreement, as it may be amended, by and between the Agency and KEDFA.

Y. "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 Agency. LFUCG and Agency possess the requisite authority to enter into this Agreement, and neither LFUCG nor the Agency, 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 Agency 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 effect on the Developer's ability to enter into this Agreement or construct the Project in accordance with this Agreement.

SECTION IV

Project

A. The Project that the Developer shall construct on the Project Site shall substantially consist of approximately 85,000 square feet of office space, an 85,000 square foot medical clinic, and 117,400 square feet of retail and restaurant uses, which are to be considered the Private Project Elements.

Several Affiliates will be established to develop, construct and/or operate the various Private Project Elements, and the Developer shall have the right to assign any rights created by this Agreement to one or more of the Affiliates. The Developer and its Affiliates shall remain in good standing with the Office of the Secretary of State for the State for the full term of this Agreement. In addition, the Developer and its Affiliates shall provide a listing of their officers and managers to the Commissioner of Finance on or before June 30 of each year following the execution of this Agreement, with the current officer and managers of the Developer and its Affiliates being listed on Exhibit “D” attached hereto.

B. The Project shall be financed with Private Financing and equity provided by the Developer, and its Affiliates, subject to the pledge of State and LFUCG Incremental Revenues to reimburse the Developer for certain Capital Investments as set forth in Section V of this Agreement. The Developer shall keep LFUCG informed as to the status and details of the Private Financing for the Project.

C. The Project shall be constructed in accordance with the Final Design Plans to be approved by LFUCG, and shall be consistent with the Preliminary Project Plans, attached hereto as Exhibit "B".

D. The Project shall be constructed in accordance with a certified Final Development Plan, and as it may be amended, that will be approved by the Planning Commission.

E. Project Costs. The Developer shall document all Project Costs and Capital Investment, including which costs represent Public Infrastructure Improvements, associated with construction of the Project and submit such costs to LFUCG and the Agency in the format to be determined by the Agency and KEDFA, to enable the Agency and LFUCG to comply with its reporting requirements as set forth in the Amended and Restated Local Participation Agreement and the Tax Incentive Agreement.

F. The Public Infrastructure Improvements are itemized in Exhibit "C" to this Agreement and are eligible to be fully reimbursed by the Agency according to the terms of the Amended and Restated Local Participation Agreement, and it is anticipated that a portion of the costs associated with such improvements will be eligible costs for reimbursement from State Incremental Revenues under the Tax Incentive Agreement as Approved Public Infrastructure Costs.

G. The Developer shall assist the Agency in complying with any reporting requirements mandated by the Amended and Restated Local Participation Agreement and Tax Incentive Agreement and in calculating the Incremental Revenues that may be due to the Agency from LFUCG and the State. The Developer shall include provisions in any Affiliate agreements, construction agreements or leases relating to the construction or operation of the Project, to require the contractors constructing the Project and businesses operating within the Project to

provide information, including federal and state tax identification numbers, etc., to the Agency or other information as may be required by the Agency, relating to the LFUCG and State taxes that may be generated from the Project.

H. The Developer agrees to notify the LFUCG, in writing, when it intends to request Activation of the Development Area and/or if it intends to request an extension or delay of Activation of the Development Area. The Developer agrees to provide the LFUCG with a statement of Project Costs and expenditures incurred for every six (6) month period upon preliminary approval of the State Application and prior to activation of the TIF in compliance with the reporting requirements required by the Tax Incentive Agreement.

SECTION V

Priority of the Use of Incremental Revenues

Pursuant to the provisions of the Act and the Amended and Restated Local Participation Agreement, LFUCG and the Agency intend to activate the Development Area on January 1, 2015, which will potentially allow for Incremental Revenues to be available to the Agency beginning in calendar year 2016. In consideration of the Developer constructing the Project and complying with the requirements and conditions of Section IV of this Agreement, LFUCG and the Agency agree that priority for the use of the Incremental Revenues received by the Agency from LFUCG and the State shall be as follows:

A. Each year following the Activation of the Development Area until its termination, an administrative charge of $8,200.00, will be retained by the Agency from the Incremental Revenues received by the Agency pursuant to the Amended and Restated Local Participation Agreement and/or Tax Incentive Agreement to cover administrative and other expenses incurred by the LFUCG or the Agency for the administration and implementation of the Development Area Ordinance, including complying with any reporting requirements set forth in the Amended

and Restated Local Participation Agreement and/or Tax Incentive Agreement, and costs for professional services related to this Agreement and/or finalizing any required amendments to the Amended and Restated Local Participation Agreement or Tax Incentive Agreement. It is understood that if in any year the amount of Incremental Revenues received by the Agency are not sufficient to satisfy the annual charge of $8,200, the amount not satisfied may be recovered by the Agency from the Incremental Revenues received by the Agency in future years.

B. After the annual obligations set forth in Section V(A) of this Agreement have been fully satisfied, and the Developer meeting its obligations set forth in Section IV of this Agreement, Incremental Revenues received by the Agency pursuant to the Amended and Restated Local Participation Agreement and/or Tax Incentive Agreement shall be annually paid to the Developer to reimburse the Developer for the Capital Investment costs of the Public Infrastructure Improvements, up to the actual Capital Investment for the Public Infrastructure Improvements as certified by the Developer, provided, however the total reimbursement to Developer from Incremental Revenues from the Amended and Restated Local Participation Agreement and the Tax Incentive Agreement to pay for Capital Investment for Public Infrastructure Improvement shall not exceed $8,500,000. No Incremental Revenues shall be paid to the Developer pursuant to this paragraph until the Developer has expended documented Project Costs to satisfy the Minimum Capital Investment in the Tax Incentive Agreement of $10,000,000.

C. Upon the execution of this Agreement and the Amended and Restated Local Participation Agreement, the Agency shall make Application to KEDFA, provided that Developer shall pay for any application fee, administrative fees, or other out of pocket fees charged by KEDFA (including KEDFA's attorneys fees), requesting a pledge of State

Incremental Revenues to pay for Approved Public Infrastructure Costs pursuant to the Real Property Tax Program; and upon approval by KEDFA, the Agency shall execute a Tax Incentive Agreement with KEDFA that provides for the pledge of certain State Incremental Revenues to reimburse Developer for the Public Infrastructure Improvements within the Development Area as set forth in Section V(B) of this Agreement.

D. After the obligations set forth in Section V(A) and (B) of this Agreement have been fully satisfied, Incremental Revenues received by the Agency pursuant to the Amended and Restated Local Participation Agreement and/or Tax Incentive Agreement may be used by the Agency to pay for other eligible capital costs within the Development Area and set forth in the Amended and Restated Local Participation Agreement and/or Tax Incentive Agreement.

E. It is understood by the Parties that after the Activation of the Tax Incentive Agreement any State Incremental Revenues that may be generated and available to be paid by the State to the Agency pursuant to the provisions of the Tax Incentive Agreement, shall be held in escrow without interest accruing thereon, until the Minimum Capital Investment of $10,000,000 in documented Project Costs, required for the release of State Incremental Revenues, are certified and approved as may be provided in the Tax Incentive Agreement. It is further understood that the payment of State Incremental Revenues to the Agency are limited to reimbursement for the Approved Public Infrastructure Costs, and other approved costs that will be identified in the Tax Incentive Agreement, that are certified by the Agency to the State and approved by the State.

F. Notwithstanding anything to the contrary, nothing in this Agreement shall be interpreted to commit LFUCG and/or the Agency to pay for or reimburse any Project Costs, except from the Incremental Revenues that may be generated within the Development Area and

due to the Agency as provided in the Amended and Restated Local Participation Agreement and the Tax Incentive Agreement.

G. The obligations of the Agency to reimburse costs to the Developer as provided in Section V of this Agreement are contingent upon KEDFA approving Tax Increment Financing for this Project to allow any portion of the Capital Investment costs for the Public Infrastructure Improvements to be reimbursed with State Incremental Revenues as Approved Public Infrastructure Costs. In addition, any obligations of LFUCG or the Agency to reimburse Project Costs from Incremental Revenues shall terminate in the event the Tax Incentive Agreement is terminated or not renewed as provided in the Act and the Tax Incentive Agreement. However, this Agreement shall continue in full force and effect to reimburse the Developer for Public Infrastructure Improvement costs set out in Exhibit "C" herein, even if the State reimbursement has reached its maximum cap, as provided in the Tax Incentive Agreement.

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 Agency 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 Incremental Revenues and the use of such Incremental Revenues pursuant to this Agreement, the Amended and Restated 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 Amended and Restated 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, Agency 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 Agency:	William O'Mara 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:	Ron Switzer Turf Development, LLC Switzer, McGaughey & King, PSC 811 Corporate Drive Suite 303 Lexington, Kentucky 40503
With Copies (which shall not constitute notice) to:	John S. Talbott 301 East Main Street Suite 600 Lexington, Kentucky 40507

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, Agency 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, Agency 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 Agency 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 of the Lexington-Fayette Urban County Government.

By: _____
William O'Mara
Its: Commissioner of Finance and Administration

Date:

Turf Development, LLC

By:_____
Ronald Switzer
Its: President

Date:

Exhibit A

Amended and Restated Local Participation Agreement

Exhibit B

Preliminary Development Plan for the Project

Exhibit C

Public Infrastructure Improvements

Exhibit D

Officers and Members of Developer and its Affiliates