

FOURTH AMENDMENT TO
RHODIA PROPERTY
1495 S. 11TH STREET
DEVELOPMENT AGREEMENT

This Fourth Amendment to Rhodia Property 1495 S. 11th Street Development Agreement (the "Fourth Amendment") is entered into this ___ day of March, 2022, by and between the Louisville/Jefferson County Metro Government, acting by and through Develop Louisville ("Metro Government") and Re:Land Group, Limited Liability Company ("Developer").

RECITALS

WHEREAS, Metro Government and Developer entered into that Rhodia Property 1495 S. 11th Street Development Agreement, as subsequently amended (the "Development Agreement"), pursuant to which Developer agreed to develop the Plan, subject to certain support from Metro Government;

WHEREAS, Metro Government and Developer entered into that Second Amendment to Development Agreement as of August 31, 2021, for the purposes of extending certain dates included within the Development Agreement (the "Second Amendment");

WHEREAS, Metro Government and Developer entered into that Third Amendment to Development Agreement as of December 2021, for the purposes of extending certain dates included with the Development Agreement (the "Third Amendment")

WHEREAS, Metro Government and Developer continue to discuss the availability of economic incentives and environmental remediation that will be needed to commence and complete the Project;

WHEREAS, Metro Government and Developer wish to extend the period of time available to provide certain deliverables contemplated within the Development Agreement; and

WHEREAS, Metro Government and Developer desire to enter into this Fourth Amendment;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Metro Government and Developer agree as follows:

1. Term. The Development Agreement is hereby amended by the replacement of Section 1.03(D) with a new Section 1.03(D) to read as follows:

"D. This Agreement shall remain in effect until December 31, 2022, unless otherwise extended in accordance with this Agreement or by the parties in writing (the "Term"). The parties shall execute the Subsequent Development Agreement prior to the expiration of the Term."

2. Miscellaneous. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement. Except as expressly set forth herein, all the terms and conditions of the Development Agreement shall remain unaltered

and in full force and effect. In the event of any conflict between the Development Agreement and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall control. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first written above.

METRO GOVERNMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DocuSigned by:
By: Greg Fischer, Mayor
40A00000422400

DEVELOPER:

RE:LAND GROUP, LIMITED LIABILITY COMPANY

By: James Beckett, Managing Partner

Approved as to form:

Michael J. O'Connell
Jefferson County Attorney

DocuSigned by:
By: Stewart Ashburner
Assistant Jefferson County Attorney