

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT dated September 20, 2017 is made and entered into this 22ND day of October, 2017 (the “**Effective Date**”) by and among (i) **BUTCHERTOWN DEVELOPMENT DISTRICT, LLC**, a Kentucky limited liability company, with its principal office located at 127 South 6th Street, Louisville, Kentucky 40202 (“**BDD**”); (ii) **LOUISVILLE CITY STADIUM, LLC**, a Kentucky limited liability company with its principal office located at 127 South 6th Street, Louisville, Kentucky 40202 (“**Louisville City Stadium**”) (BDD and Louisville City Stadium are sometimes hereinafter referred to collectively as the “**LCFC Parties**”); (iii) **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, a Kentucky consolidated local government, acting by and through its Economic Development Department, 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 (“**Metro**”); and (iv) **METRO DEVELOPMENT AUTHORITY, INC.**, a Kentucky non-profit, non-stock corporation, with its principal office located at 444 S. Fifth Street, Louisville, Kentucky 40202 (“**Authority**”) (the Metro Parties are sometimes hereinafter referred to collectively as the “**Metro Parties**”, and BDD, Louisville City Stadium, Metro, and Authority being hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

WITNESSETH:

WHEREAS, the parties desire to amend the Development Agreement referenced above to reflect changes agreed to by all parties,

NOW THEREFORE, in consideration of foregoing premises, which are hereby incorporated within this Agreement, and for the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto hereby agree as follows:

All provisions of the prior Development Agreement dated September 20, 2017 are hereby readopted in full except as modified by the following amendments:

a. Section 1.02A--Stadium Financial Commitment

The first sentence of Section 1.02A is deleted in its entirety and replaced with the following:

A. Upon satisfaction of the Conditions Precedent (as hereafter defined), Louisville City Stadium shall expend no less than \$45 million dollars to fund the construction of the Stadium and the development of the Stadium parcel beyond the work to be performed or funded by the Metro Parties from the Metro Contribution pursuant to this Agreement, such funds to be secured in a form and on terms chosen by Louisville City Stadium, which will include, upon approval by Metro Council, an application to the Kentucky Economic Development Finance Authority (“KEDFA”) for a Mixed-Use redevelopment pursuant to KRS 154.30-060 (the “TIF”).

b. Section 2.13A-- Stadium Completion Covenant and Guaranty

After the phrase "...conditions of this Agreement," delete the word "anticipated".

c. Section 4.01F—Excess Costs

After the sentence ending with the word "Agreement" in Section 4.01F, the following paragraph is inserted as additional language to Section 4.01F:

Notwithstanding any provision to the entirety of this Agreement, Metro shall expend no more than \$30 Million Dollars on the Project. All costs in excess of \$30 Million dollars for whatever purpose shall come from the LCFC parties. Nothing in this Agreement shall obligate or shall be interpreted or assumed to obligate Metro to expend any funds for an expansion of or any renovation or repair to the Stadium.

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

BDD:

BUTCHERTOWN DEVELOPMENT DISTRICT, LLC, a Kentucky limited liability company

By: 

Title: Chairman

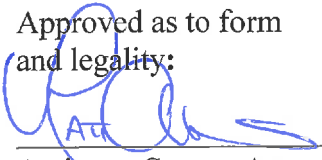
LOUISVILLE CITY STADIUM:

LOUISVILLE CITY STADIUM, LLC, a Kentucky limited liability company

By: 

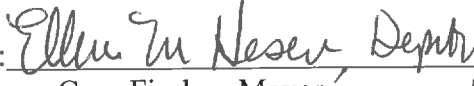
Title: Chairman

Approved as to form
and legality:


Assistant County Attorney

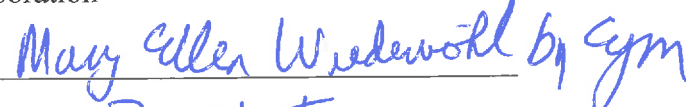
METRO:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

By: 
Greg Fischer, Mayor

AUTHORITY:

**METRO DEVELOPMENT AUTHORITY,
INC.**, a Kentucky non-profit, non-stock
corporation

By: 
Title: President

JOINDER

The undersigned joins in this Agreement and agrees to be bound hereby for the purposes more fully set forth in Sections 2.13(B), 2.14(E) and 2.14(F) thereof.

SOCCER HOLDINGS, LLC, a
Kentucky limited liability company

By: 

Title: Co Chairman