

**FIFTH AMENDMENT TO**  
**RHODIA PROPERTY**  
**1495 S. 11<sup>TH</sup> STREET**  
**DEVELOPMENT AGREEMENT**

This Fifth Amendment to Rhodia Property 1495 S. 11<sup>th</sup> Street Development Agreement (the "Fifth Amendment") is entered into this \_\_\_ day of December, 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. 11<sup>th</sup> 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 entered into that Fourth Amendment to Development Agreement as of March 2022, for the purposes of extending certain dates included within the Development Agreement (the "Fourth Amendment");

WHEREAS, Metro Government appropriated \$10M from ARP funds to remediate the Rhodia property and develop a remediation plan with Developer;

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 June 30, 2023, 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 Fifth Amendment, the terms and conditions of this Fifth Amendment shall control. This Fifth 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 Fifth Amendment as of the date first written above.

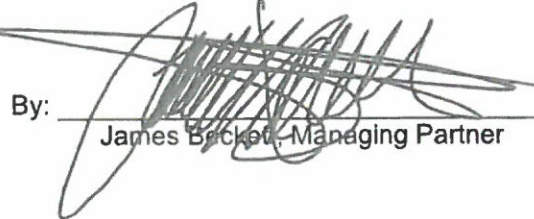
METRO GOVERNMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By:   
Greg Fischer, Mayor

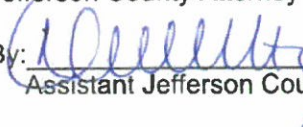
DEVELOPER:

RE:LAND GROUP, LIMITED LIABILITY COMPANY

By:   
James Becket, Managing Partner

Approved as to form:

Michael J. O'Connell  
Jefferson County Attorney

By:   
Assistant Jefferson County Attorney