WHEREAS, pursuant to Section 17 of the Option Agreement, Corporation and Developer are required to enter into a development agreement establishing the terms and conditions for the development of the Property by the Developer as a condition precedent to closing on the sale of the Property; and

WHEREAS, the Developer and the Corporation have agreed on the terms and conditions for the development of the Property as provided herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

ARTICLE I
COVENANTS AND UNDERTAKINGS OF DEVELOPER

Section 1.01. Development of Property. Developer agrees, at its sole expense, to purchase and develop the Property in accordance with the terms and conditions of this Agreement and in accordance with the terms and conditions of the Option.

Section 1.02. Demolition. Developer, at its sole expense, shall demolish and remove the structures located upon the Property ("Existing Buildings") and prepare the Property for development in accordance with the terms and conditions of this Agreement. After demolition of the Existing Buildings, Developer shall plant grass upon all portions of the Property not being currently developed as the Project and maintain the Property in a clean and attractive manner at all times.

Section 1.03. Project Construction. Developer shall construct, at its sole cost and expense, the Project, as more particularly defined in Section 1.04, upon the approval

of the preliminary project plans by MDA and upon the acquisition of all necessary permits and approvals in accordance with Section 1.05. MDA will use reasonable efforts to assist Developer in all stages of the permit and approval process to help ensure that the objectives of this Agreement are satisfied.

Section 1.04. Project Description. Developer shall construct new buildings upon the Property in phases as illustrated on Exhibit C attached hereto. The parties acknowledge and agree that the specific aspects of the Project may be modified with the written consent of MDA, which consent shall not be unreasonably delayed or withheld, depending upon a number of factors, including, but not limited to, the requirements of prospective tenants, the ability to acquire surrounding land, and potential changes to the surrounding roadways and infrastructures being examined by Louisville/Jefferson County Metro Government ("Metro"). As such, with the written consent of MDA, which consent shall not be unreasonably delayed or withheld, Developer may modify any drawings associated with the Project provided that the theme of developing the Property into a "Class A" mixed-use, commercial/retail/office park remains unchanged and further provided that Developer leases the majority of the retail space in the Project to general merchandising or specialty retailers such as Walmart, Marshalls, Pier One, T.J. Maxx, Borders, Books-A-Million or Home Depot, full service grocery stores, drug stores, such as Walgreens, CVS, branch banks and restaurants. No part of the Project shall be leased or used by massage parlors, pawn shops, liquor stores, bingo halls, flea markets or any establishment requiring an adult entertainment license to be issued by Metro Louisville.

A. The Developer shall move, at its own expense, the gas line located under the right of way of Maple Street between 18th Street (Dixie Highway) and 21st Street and

on or adjacent to the Property. The gas line shall be moved in accordance with all legal and regulatory requirements and may be moved to any existing right of way.

B. If the Developer modifies its site plan to provide that Maple Street shall remain open as a public right-of-way (and not simply as a means for the tenants on the Property to accept deliveries), the Developer will, at its sole cost and expense, rebuild Maple Street between 18th Street (Dixie Highway) and 21st Street in accordance with the standards approved by the Department of Public Works of Metro and will dedicate the street to Metro as a public way.

Section 1.05. Project Schedule and Construction.

A. Developer acknowledges and agrees to use its best efforts to adhere to the Project schedule set forth in subsection B of this Section ("Schedule"). Except for delays caused by force majeure as provided in Section 4.06, Developer shall obtain the prior written approval of MDA for any substantial amendment to the Schedule, which approval shall not be unreasonably withheld.

B. Developer shall use its best efforts to complete the Project in accordance with the following schedule and to meet the milestone dates set forth therein:

PHASE 1

A. Demolition of Existing Structures

Milestone	Date
• Apply for Permits	01/01/07
• Commence Demolition	02/01/07
• Substantial completion of demolition	11/01/07

B. Building #2 (12,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/08
• Apply for Permits	02/01/08
• Commence Construction	09/01/08
• Substantial completion of Building #2	06/31/08

C. Buildings #3 (10,000 square feet) and #4 (30,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	10/01/07
• Apply for Permits	10/01/07
• Commence Construction	06/01/08
• Substantial completion of Buildings #3 & #4	02/28/09

PHASE 2

Building #7 (64,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/08
• Apply for Permits	02/01/08
• Commence Construction	03/01/09
• Substantial completion of Building #7	03/01/10

PHASE 3

Buildings #8 (54,400 square feet), #9 (34,800 square feet), #10 (14,000 square feet)

Milestone	Date

- Present Preliminary Plans to MDA for Approval 05/01/08
- Apply for Permits 05/01/08
- Commence Construction 06/01/09
- Substantial completion of Buildings #8, #9 & #10 03/01/10

PHASE 4

- Building #6 (16,500 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/09
• Apply for Permits	02/01/09
• Commence Construction	03/01/10
Substantial completion of Building #6	01/31/11

PHASE 5

Building #11 (45,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	03/01/09
• Apply for Permits	03/01/09
• Commence Construction	04/01/10
• Substantial completion of Building #11	04/01/11

C. Subject to the terms and conditions hereinafter set forth, Developer shall cause the construction of the Project to be substantially in accordance with the preliminary plans approved by MDA pursuant to Section 1.06 and in all events in accordance with all applicable statutes, codes, laws, ordinances, rules and regulations.

D. Developer shall verify that all construction on the Project shall be in accordance with the construction plans and specifications prepared pursuant to Section 1.05. All construction shall be in a good and workmanlike manner. Any provision of this Agreement to the contrary notwithstanding, if Developer is delayed in the construction of the Project by reasons of force majeure as provided in Section 4.06, or another cause which Developer and MDA mutually agree is reasonably justifiable, the date of completion of construction shall be reasonably extended by MDA as provided in Section 4.06.

E. Corporation, MDA and Metro, their agents and employees, shall be granted a right of entry upon the Property during construction of the Project to enable Corporation, MDA or Metro to inspect the construction of the Project throughout the course of construction, although Corporation, MDA and Metro shall have no obligation to do so.

Section 1.06. Design and Approval of the Project.

A. Developer shall cause the preliminary plans to be prepared for each phase of the Project ("Preliminary Plans") and shall submit the Preliminary Plans to Corporation, acting by and through MDA for review prior to applying for permits and approvals necessary to commence construction of each phase of the Project. The Preliminary Plans shall be sufficient in detail to enable MDA to determine whether the design of the Project including size, scope and exterior of the buildings will be consistent with good architectural practice and appropriate urban design principles. MDA shall review the Preliminary Plans and provide any comments thereon to Developer in writing within thirty (30) days after receipt thereof. If MDA does not provide any comments to

the Preliminary Plans to Developer within said thirty (30) day period, the Preliminary Plans shall be deemed approved.

B. Upon approval by MDA, Developer shall proceed to apply for permits and approvals required for construction of the Project, with MDA providing all reasonable assistance in order to ensure that said permits and approvals are not unreasonably withheld, conditioned, or delayed.

C. Upon approval by MDA of the Preliminary Plans, as set out above, Developer shall proceed to complete the construction plans and specifications for the Project, which plans shall be materially consistent with the approved Preliminary Plans. Developer shall, for informational purposes only, submit to MDA a set of construction plans and specifications for the Project at the time it applies for the building permit for the Project.

Section 1.07. Codes. The construction of the Project shall comply with all federal, state and local codes, ordinances, statutes and regulations.

Section 1.08. Employment Regulations; Affirmative Action. Developer, its contractors and subcontractors, shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of sex, race, creed, color, national origin, sexual orientation or disability. At all times during the construction of the Project, Developer shall take affirmative action to ensure that its employees and the employees of its contractors and subcontractors are treated during employment without regard to their sex, race, creed, color or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section 1.09. Indemnification. Except as may otherwise be provided herein, Developer agrees to indemnify Corporation against any claim or filing of any lien on any part of the Property as a result of Developer's construction thereof and shall hold Corporation harmless from any and all such claims or liens.

Section 1.10. Non-Discrimination. Upon completion of the Project, Developer agrees to abide by all fair housing laws and will not discriminate on the basis of race, sex, color, creed, disability, sexual orientation or national origin, in the sale, lease, rental, use or occupancy of the Project.

Section 1.11. Insurance. Developer shall provide all insurance as required by Metro's Risk Management Department. The requirements are listed on Exhibit D.

Section 1.12. Security. Developer agrees to furnish reasonable and customary security at the Property during construction of the Project.

Section 1.13. Project Budget. Prior to commencing construction on any phase of the Project, Developer shall submit to MDA a budget for construction and fit out of all buildings and components of the Project phase, including landscaping, sufficiently detailed to enable MDA to determine if the budget is reasonable and sufficient to enable the Project phase to be constructed in accordance with the terms of this Agreement ("Budget").

Section 1.14. Developer Financing. Developer shall obtain all necessary financing to demolish the Existing Buildings in accordance with the Budget and this Agreement. As a condition precedent to the sale of the Property, Developer shall present

written evidence to MDA that it has commitments for funding sufficient to demolish the Existing Buildings either from equity financing, a construction loan from a financial institution or a combination of equity and debt. Further, Developer shall present written evidence reasonably acceptable to MDA that at least one (1) financial institution is interested in funding Phase 1 of the Project, the parties acknowledging that the timing associated with the demolition of the Existing Buildings will prevent Developer from obtaining firm commitments for financing any of the phases of construction prior to the date of this Agreement. Developer shall furnish to MDA written evidence of financing prior to commencing construction of all phases of the Project. All commitments for financing shall include the right of the Corporation, at the Corporation's option, to buy back the undeveloped portion of the Property (in the manner set forth in Section 4.14 below) that is being financed by such lender if either (a) the lender declares an event of default against Developer under its loan documents and institutes foreclosure proceedings, or (b) the Developer defaults on its obligations hereunder.

Section 1.15. Indemnification. Developer agrees to indemnify and hold Corporation, MDA and Metro and their officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, judgments, losses, liabilities, damages, costs and expenses of every kind and nature (including, but not limited to, reasonable attorneys' fees) imposed upon or incurred by such parties as a result of or in connection with any of the following:

A. Any misrepresentation or breach of warranty made by Developer in this Agreement or in any agreement or instrument executed by it in connection herewith or pursuant hereto.

B. The breach of or default in the performance of any covenant, agreement or obligation to be performed by Developer pursuant to this Agreement or any agreement or instrument executed by it in connection herewith or pursuant thereto.

C. Any claim, damage, loss or expense attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom arising from or resulting after the execution of this Agreement including, but not limited to, liability expenses or damages resulting from the presence on or under or the release from the Property of any Hazardous Materials (as defined below), unless caused by the negligent act or omission or willful misconduct of Corporation or MDA or their employees acting within the scope of their employment.

Section 1.16. Environmental Testing and Remediation. Developer shall be solely responsible for performing any testing, assessments or other examinations to determine whether Hazardous Materials (as defined below) are present in, on or under the Existing Buildings or the Property ("Environmental Testing") and to conduct any remediation or management of the Hazardous Materials disclosed by the Environmental Testing as may be required by the Commonwealth of Kentucky Cabinet for Natural Resources and Environmental Protection ("Remedial Measures"). As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any applicable federal, state or local governmental agency or authority. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC Section 1317), (iv) defined as "hazardous waste" pursuant to Section 1004 of the Federal

Resource Conservation and Recovery Act (42 USC Section 6903), (v) defined as a "hazardous substance" pursuant to Section 101(14) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 USC Section 9601), or (vi) defined as a "pollutant" or "contaminant" pursuant to Section 101(33) of CERCLA.

Section 1.17. Operation and Maintenance of Project. Upon completion of construction of each phase of the Project, Developer shall comply with the provisions of this Section. Developer recognizes and acknowledges that the manner in which the Project is used and operated is a matter of concern to Corporation by reason of the impact which the Project is expected to have upon west Louisville. In order to give Corporation assurance as to the manner in which the Project will be used and operated, Developer agrees that at all times Developer shall use its best efforts to establish and maintain the highest level of quality and character in the operation of the Project in a first-class manner.

In particular, and without limiting the generality of the foregoing, Developer covenants and agrees that, at no cost to Corporation, it shall:

(1) develop and manage the Project in a first-class manner and use reasonable efforts to lease the Project to quality Tenants which will be consistent with the operation of the Project as a mixed-use commercial, office park complex, as same may evolve from time to time;

(2) attempt to impose reasonable hours and days of operation on each Tenant that operates a retail operation in the Project;

(3) make reasonable efforts to market, or cause others to market, the Project by appropriate promotions and advertising of a first-class nature;

(4) keep the Project and all furniture, fixtures, HVAC systems, equipment and other personal property of Developer that serve the Project in good

repair and condition;

(5) maintain the Project (exclusive of Tenants' spaces) in a clean and sanitary condition;

(6) comply with all applicable laws, ordinances, regulations and codes applicable to its operations;

(7) obtain and maintain, or cause others to obtain and maintain, all appropriate or required licenses and permits required for the operation of the Project by Developer (as opposed to the operation of Tenant's spaces); and

(8) require Tenants to maintain Tenant spaces within the Project in the same manner as required of Developer in paragraphs (4) – (7) of this Section.

Section 1.18. Additional Representations and Covenants and Agreements of Developer. Developer represents and covenants as follows:

A. Developer is a Kentucky limited liability company, duly formed and validly existing under the laws of the Commonwealth of Kentucky with the power and authority to enter into this Agreement.

B. Developer is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code, and applicable regulations.

C. The execution of this Agreement, the purchase of the Property and the construction of the Project by Developer will not violate any applicable statute, law, ordinance, code, rule or regulation or any restriction or agreement binding upon or otherwise applicable to Developer.

D. Developer, in this Agreement and in any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, has not made any untrue statement of a material fact or failed to state a material fact.

E. There are no actions, suits or proceedings pending or threatened against Developer which would, if adversely determined, affect Developer's ability to enter into this Agreement or construct the Project in accordance with this Agreement.

F. The Developer will submit all plans for construction on the Project to MDA for design, review and acceptance.

G. The Developer shall, in good faith, attempt to acquire, at its sole cost and expense, adjacent properties to the Property for the Project as illustrated on Exhibit E, but Developer shall have no obligation to acquire said adjacent properties.

ARTICLE II

COVENANTS AND UNDERTAKINGS OF CORPORATION

Section 2.01. Sale of Property.

Subject to the satisfaction of conditions set forth in Section 3.03, and subject to the approval of the Board of Directors of the Corporation, Corporation agrees to convey the Property to the Developer for the Purchase Price as defined in the Option in an "as is" and "where is" condition by a deed of special warranty.

Section 2.02. Additional Representations, Covenants, and Agreements of the Corporation. The Corporation represents and covenants as follows:

A. The Corporation is a Kentucky nonstock, nonprofit corporation possessing the requisite authority to enter into this Agreement.

B. The Corporation in this Agreement and any schedule, exhibit, document or certificate delivered in accordance with the terms hereof, has not made any untrue statement of a material fact or failed to state a material fact.

C. Prior to Closing, the Corporation shall at its sole expense, effect a lawful consolidation of the 154 tracts constituting the Property, with the exception of the non-contiguous lots located west of 20th Street, more specifically identified as lots 135, 151, 154, and 156, Block 036B.

D. The Corporation and MDA shall use reasonable efforts to assist Developer, Developer's assigns, and prospective and actual tenants of the Project in coordinating the work of the various utilities and governmental agencies with respect to servicing and obtaining permits and licenses for the Project.

E. The Corporation and MDA shall cooperate with the Developer and use reasonable efforts to assist the Developer in acquiring the surrounding lands of the Property necessary to complete the Project and in acquiring the Philip Morris property east of Dixie Highway and directly adjacent to the Property.

ARTICLE III
CLOSING

Section 3.01. Closing.

A. Subject to the satisfaction of the closing conditions set forth in Section 3.03, the closing of the sale and purchase of the Property shall occur no later than November 30, 2006, and shall be established by a written notice from Developer to the Corporation delivered not less than one (1) week prior to the proposed Closing. The Closing shall be held at 444 South Fifth Street, Sixth Floor, Louisville, Kentucky, or at such other place as is mutually agreed to by Developer and the Corporation.

At the Closing, Developer shall deliver the Note for the Purchase Price as provided in the Option and in Section 3.02 hereof, and the Corporation shall convey the

Property to Developer by Deed of Special Warranty free and clear of all liens and encumbrances except governmental laws and regulations (including zoning regulations) affecting the Property, easements and other matters of record and real estate taxes not yet due and payable, if any.

B. State, Metro and School District property ad valorem taxes assessed against the Property, if any, and payable in the year of Closing, shall be prorated on a calendar year basis to the date of Closing. The Corporation shall pay the transfer tax, if any, on the conveyance of the Property. Developer shall pay the recording fees imposed for recording the Deed. All utilities and other operating expenses associated with the Property shall be borne by the Corporation through the date of Closing. Each party shall bear its own legal and other expenses associated with the transaction.

Section 3.02. Purchase Price.

A. The purchase price for the Property is One Million, Three Hundred Thousand and 00/100 Dollars ($1,300,000.00), being an amount equal to the sum of the estimated cost of demolishing the Existing Buildings. The Purchase Price shall be paid on the date of the closing in the form of a promissory note payable to the order of the Corporation in the amount of the Purchase Price and having a maturity of one year from the Closing date (the "Note"). The Note shall provide that it shall be deemed paid in full upon completion of the demolition of the Existing Buildings. Upon completion of the demolition of the Existing Buildings, the Corporation shall return the Note to Developer marked "Paid in Full."

Section 3.03. Conditions to Closing.

A. Corporation Conditions. The Corporation shall not close on the sale of the Property unless the following conditions have been met or waived by the Corporation in whole or in part prior to the Closing:

1. The Developer shall furnish a binding commitment for construction loan or evidence of equity financing in an amount sufficient to demolish the Existing Buildings.

2. The Developer shall furnish written evidence to MDA that at least one (1) financial institution is interested in funding Phase 1 of the Project.

3. The representations and warranties of Developer set forth herein shall be true and correct as of the Closing.

4. The Board of Directors of the Corporation, by resolution, shall have approved the sale of the Property to the Developer pursuant to the terms and conditions of this Agreement and the Option.

5. Developer shall have executed a note for the Purchase Price pursuant to the terms set forth in Section 3.02.

B. Developer Conditions. Developer shall not be required to close unless the following conditions have been met or waived by Developer in whole or in part prior to the Closing:

1. The representations and warranties of the Corporation set forth herein shall be true and correct as of the Closing date.

2. The Property shall not be threatened or materially adversely affected in any way as a result of earthquake, disaster, labor dispute, any action by the United States or any other governmental authority, flood, riot, civil disturbance, uprising, activity of armed forces or act of God or enemy.

3. Developer shall have obtained, at its sole expense, a title commitment from a title insurance company showing that the Property is owned by the Corporation in fee simple unencumbered insurable marketable title except for easements and restrictions of

record, zoning regulations affecting the Property and such other exceptions reasonably acceptable to Developer.

4. The Corporation shall have consolidated the Property as required herein in Section 2.02 C. hereof.

5. Developer shall have obtained a satisfactory survey of the Property, at its sole expense.

6. All other surveys, inspections, or studies, including, but not limited to, environmental studies, shall be satisfactory to Developer.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Provisions not Merged with Deeds and Other Agreements. This Agreement shall not terminate upon the execution of the deed required by this Agreement, and the provisions of this Agreement shall not be deemed to be merged into such deed.

Section 4.02. Governing Law. This Agreement, the construction thereof and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the Commonwealth of Kentucky.

Section 4.03. Severability. Each and every provision hereof, including Articles, Sections, and Subsections shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability or illegality of any such provision shall not affect the enforceability of any other provision hereof.

Section 4.04. Section Headings and Captions. The section headings and captions in this Agreement are for convenience of reference only and shall not affect the construction of the terms and provisions hereof.

Section 4.05. Mutual Extension; Diligent Performance. Where any time for performance or otherwise is set forth herein, such time may be extended by mutual agreement of the Corporation, acting by its President, or by and through MDA, and Developer. 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 manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance thereof.

Section 4.06. Force Majeure. In the event that Developer shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials which could not have been reasonably anticipated and avoided by Developer, failure of power, riots, insurrection, war or the act, failure to act or default of the other party, then performance of such act shall be extended for a period equivalent to the period of such delay.

Section 4.07. Notices. Whenever a notice is required or permitted to be given to a party hereunder, such notice shall be in writing and shall be deemed to have been made when hand delivered or two (2) business days after being deposited in the United States mail, certified or registered mail return receipt requested, postage prepaid, addressed to the parties, or to such other address as the receiving party shall have notified the sender, as follows:

If to Developer: NewBridge Development, LLC
2350 Millennium Drive
Louisville, Kentucky 40216
Attn: Mr. Robert K. Holmes, Jr.

cc: Middleton Reutlinger
2500 Brown & Williamson Tower
Louisville, Kentucky 40202
Attn: Gregory E. Mayes and Thomas W. Ice, Jr.

If to the Corporation: City of Louisville Public Properties Corporation
c/o Metro Development Authority
444 South Fifth Street, Fifth Floor
Louisville, Kentucky 40202
Attn: J. David Morris, Executive Director

cc: Office of Jefferson County Attorney
444 South Fifth Street, Fifth Floor
Louisville, Kentucky 40202
Attn: John A. Wilmes

In addition, in the case of any notice to Developer alleging or asserting an event of default by Developer, written notice also shall be provided to Developer's lender(s) from time to time designated by Developer, at the address(es) of such lender(s) provided by Developer to the Corporation.

Section 4.08. Entirety of Agreement. This Agreement and the Option Agreement, together with all Exhibits attached hereto and thereto, constitute the entire understanding and agreement of the parties with respect to the matters set forth herein, and all prior agreements and understandings, between the Corporation (or its predecessors) and Developer, are merged herein. The Exhibits to this Agreement constitute a material part hereof and are incorporated by reference herein. This Agreement may not be modified, amended or revoked, except in writing, executed by each of the parties.

Section 4.09. Brokers and Finders; Fees and Expenses. Each of the parties hereto represents and warrants to the others that it has engaged no broker or finder in connection with the negotiation of this Agreement, and each party indemnifies and holds

the others harmless against any claims for fees for such services by any person or firm claiming under or through such indemnitor. Each party hereto shall bear its own respective expenses and costs for legal, accounting and administrative services in connection with the negotiation of this Agreement and consummation of the transactions contemplated hereby, except as mutually agreed to by the parties. Each party hereto indemnifies and holds the others harmless against any claims for fees for such services by any person or firm claiming under or through such indemnitor.

Section 4.10. Successors and Permitted Assigns for the Parties Hereto. Developer shall not assign or transfer any interests under this Agreement without the prior written consent of the Corporation.

Section 4.11. Estoppels. Each of the parties hereto agrees to provide to the other, or to such third parties as may be reasonably requested by the others, written estoppels from time to time certifying, among other matters, the continued viability of this Agreement, the absence of any defaults hereunder (or, if defaults exist, specifying in detail the nature of such defaults), the status of the obligations of the parties each to the other, and such other matters as may reasonably be requested by the party requesting such estoppel certificate(s).

Section 4.12. No Third Party Beneficiaries; No Partnership or Joint Venture Created. Each of the parties hereto agrees that nothing contained in this Agreement shall be deemed or construed by any of them, or by any third party, as creating any relationship of third party beneficiary, principal and agent, general partnership or joint venture or any other association or relationship between Developer and the Corporation. The terms and provisions of this Agreement are solely for the benefit of each of the parties hereto, their

successors and permitted assigns, and shall not benefit in any manner any person not a party to this Agreement.

Section 4.13. No Abrogation of Legal Requirements. Nothing contained herein shall be construed to permit any party to violate any applicable law, regulation or code.

Section 4.14. Default.

A. If Developer materially breaches or defaults on its obligations under this Agreement or any of the documents incorporated herein, including but not limited to, construction of all phases of the Project in accordance with the Schedule, or in the reasonable judgment of the Corporation or MDA there has been a substantial decrease in Developer's capacity to complete the Project in accordance with the Schedule and the other terms and conditions of this Agreement, the Corporation may give written notice (with a copy of said notice being given to any lender of Developer) that remedial action must be taken within thirty (30) calendar days. Developer shall correct such breach or default within thirty (30) days after Developer's receipt of such written notice. If the default is not reasonably curable within thirty (30) days, then Developer may continue to cure the default or breach so long as MDA is reasonably satisfied that sufficient progress is being made toward a cure. If such corrective action is not taken, the Corporation or MDA may terminate the Agreement by giving written notice to Developer at least ten (10) days prior to the effective date of termination.

In the event of any such termination, the Corporation shall be relieved of any executory obligations hereunder and shall be entitled to any remedy and damages available to it at law or in equity.

In addition to the remedy provided above, if the default of the Developer is the failure of the Developer to commence construction of any phase of the Project by the date set forth in Section 1.04, the Corporation, at its sole option, may demand that the Developer convey the undeveloped portion of the Property back to the Corporation for an amount that bears the same relationship to the total demolition costs of the Existing Buildings or $1.7 million, whichever is greater, as the acreage of the undeveloped portion of the Property bears to the total acreage of the Property, free and clear of any encumbrances or liens. Developer's obligation to convey the undeveloped portion of the Property, as outlined in this Section 4.14 A. shall be enforceable by specific performance.

B. If the Corporation materially breaches or defaults on its obligations under this Agreement or any of the documents incorporated herein, Developer may give written notice to MDA that remedial action must be taken within thirty (30) calendar days. The Corporation shall correct such breach or default within thirty (30) days after MDA's receipt of such written notice. However, if the default is not reasonably curable within thirty (30) days, the Corporation may continue to cure the default or breach so long as Developer is satisfied that sufficient progress is being made toward a cure. If such action is not taken, Developer may terminate the Agreement by giving written notice to MDA at least ten (10) days prior to the effective date of termination.

In the event of any such termination, Developer shall be entitled to any remedy and damages available to it at law or in equity.

Section 4.15. Binding Effect. Each of the parties hereto covenants and warrants that (i) it is duly authorized to transact business in the Commonwealth of Kentucky, (ii) the person executing this Agreement on behalf of the party is duly authorized by the

party to sign and execute this Agreement on its behalf, (iii) this Agreement is a valid and binding obligation on the party and enforceable in accordance with its terms, and (iv) it is the intention of each of the parties to this Agreement that it shall be binding and legally enforceable in accordance with its terms.

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

"CORPORATION"

CITY OF LOUISVILLE PUBLIC PROPERTIES CORPORATION
a Kentucky nonstock, nonprofit corporation

BY: _____
JERRY E. ABRAMSON, President

"DEVELOPER"

NEWBRIDGE DEVELOPMENT, LLC

BY: _____
FRANK A. BRIDGEWATERS

_____
(TITLE)

"MDA"

METRO DEVELOPMENT AUTHORITY
a Kentucky local government agency

BY: _____
J. DAVID MORRIS, Executive Director

Approved as to Form:

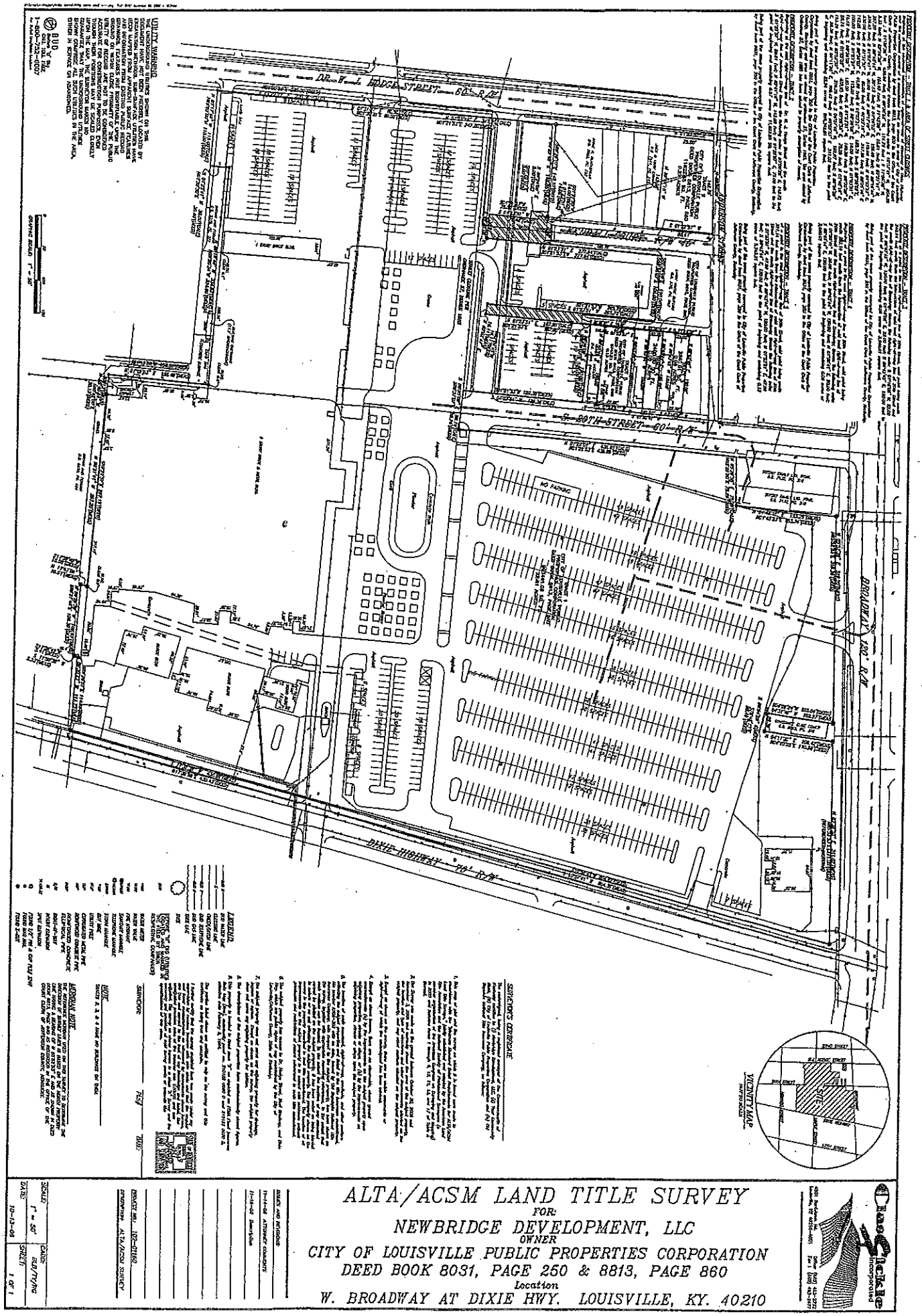
IRVIN G. MAZE
JEFFERSON COUNTY ATTORNEY

BY: _____
JOHN A. WILMES
Assistant Jefferson County Attorney

EXHIBITS

A	**PLAT OF PROPERTY**
B	**PROPERTY DESCRIPTIONS**
C	**PROJECT PHASES**
D	**INSURANCE REQUIREMENTS**
E	**ADJACENT PROPERTIES THAT MAY BE ACQUIRED**

EXHIBIT A



DR. W. L. HODGE STREET 60' R/W
S. 20TH STREET 60' R/W
BROADWAY 120' R/W
DIXIE HIGHWAY 70' R/W
UTILITY WARNING
LEGEND
SURVEYOR'S CERTIFICATE
VICINITY MAP
ALTA/ACSM LAND TITLE SURVEY
FOR:
NEWBRIDGE DEVELOPMENT, LLC
OWNER
CITY OF LOUISVILLE PUBLIC PROPERTIES CORPORATION
DEED BOOK 8031, PAGE 250 & 8813, PAGE 860
Location
W. BROADWAY AT DIXIE HWY. LOUISVILLE, KY. 40210
SCALE: 1" = 50'
DATE: 10-13-08
CADD: BLD/TY/RG
SHEET: 1 OF 1

PROPERTY DESCRIPTION - TRACT 1 & AREA OF STREET CLOSINGS

Beginning at the southwest intersection of rights-of-way of Broadway & Dixie Highway and the northeast corner of a consolidated tract as shown in deed of City of Louisville Public Properties Corporation by deed book 8813, page 860 in the Office of the Court Clerk of Jefferson County, Kentucky; thence the following calls: S 10°57'41" W, 804.35feet; S 11°38'38" W, 430.66 feet; N 89°30'23" W, 114.73 feet; S 11°50' 38" W, 5.33 feet; N 89°26'36" W, 109.43 feet; N 11°43'09" E, 10.01 feet; N 89°21'41" W, 297.20 feet; N 88°40'44" W, 30.13 feet; N 01°19'03" E, 156.49 feet; N 89°19'44" W, 334.63 feet; S 01°23'41" W, 30.00 feet; N 89°17'49" W, 115.00 feet; N 01°22'22" E, 230.00 feet; N 01°31'57" E, 60.00 feet; N 01°23'19" E, 247.20 feet; S 89°25'46" E, 142.05 feet; S 88°36'09" E, 41.96 feet; N 01°23'51" E, 185.75 feet; S. 88°36'09" E, 100.00 feet; S 01°23'51" W, 115.08 feet; S 88°36'09" E, 16.00 feet; N 01°23'51" E, 15.12 feet; S 88°36'09" E, 120.00 feet; S 01°23'51" W, 189.38 feet; S 88°35'09" E, 59.74 feet; N 01°22'02" E, 438.95 feet; N 85°28'58" E, 75.28 feet; N 01°48'16" E, 153.29 feet; N 85°52'39" E, 319.20 feet; S 04°31'49" W, 102.97 feet; S 86°54'29" E, 28.36 feet; N 04°11'20" E, 106.42 feet; N 85°52'53" E, 311.02 feet to the point of beginning and containing 22.94 acres or 999,342.81 square feet.

Being part of the same property conveyed to City of Louisville Public Properties Corporation by Deed Book 8031, Page 250 in the Office of the County Clerk of Jefferson County, Kentucky and area as closed by Ordinance 27, Series 1985. The area closed by Ordinance 27, Series 195 has been added to property description of record.

PROPERTY DESCRIPTION – TRACT 2

Beginning at the east right-of-way line of Dr. W. J. Hodge Street and the south right-of-way line of Anderson Street thence the following calls: N 85°50'28" E, 142.75 feet; S 01°22'57" W, 88.61 feet; N 88°41'16" W, 142.08 feet; N 01°22'57" E, 75.00 feet to the point of beginning and containing 0.27 acres or 11,622.85 square feet.

Being part of the same property conveyed to City of Louisville Public Properties Corporation by Deed Book 8031, Page 250, in the Office of the County Clerk of Jefferson County, Kentucky.

PROPERTY DESCRIPTION – TRACT 3

Beginning at a point in the west right-of-way line of 20th Street, said point being south 240.14 feet south from the intersection of said west right-of-way line of 20th Street and the south right-of-way line of Broadway; thence the following calls: S 01°18'08" W, 22.00 feet; N 88°43'45" W, 120.00 feet; N 01°18'08" E, 22.00 feet; S 88°43'45" E, 120.00 feet to the point of beginning and containing 0.06 acres or 2,640.01 square feet.

Being part of the same property conveyed to City of Louisville Public Properties Corporation by Deed Book 8031, Page 250, in the Office of the County Clerk of Jefferson County, Kentucky.

EXHIBIT

B

PROPERTY DESCRIPTION – TRACT 4

Beginning at a point in the west right-of-way line of 20th Street, said point being south 282.14 feet south from the intersection of said west right-of-way line of 20th Street and the south right-of-way line of Broadway; thence the following calls: S 01°20'41" W, 20.00 feet; N 88°43'44" W, 120.00 feet; N 01°20'41" E, 20.00 feet; S 88°43'44" E, 120.00 feet to the point of beginning and containing 0.06 acres or 2640.01 square feet.

Being part of the same property conveyed to City of Louisville Public Properties Corporation by Deed Book 8031, Page 250, in the Office of the County Clerk of Jefferson County, Kentucky.

PROPERTY DESCRIPTION – TRACT 5

Beginning at a point in the west right-of-way line of 20th Street, said point being south 327.14 feet south from the intersection of said west right-of-way line of 20th Street and the south right-of-way line of Broadway; thence the following calls: S 01°23'51" W, 47.86 feet; N 88°43'44" W, 120.00 feet; N 01°23'51" E, 47.86 feet; S 88°43'44" E, 120.00 feet to the point of beginning and containing 0.13 acres or 5,743.21 square feet.

Being part of the same property conveyed to City of Louisville Public Properties Corporation by Deed Book 8031, Page 250, in the Office of the County Clerk of Jefferson County, Kentucky.

EXHIBIT C

PHASE 1

A. Demolition of Existing Structures

Milestone	Date
• Apply for Permits	01/01/07
• Commence Demolition	02/01/07
• Substantial completion of demolition	11/01/07

B. Building #2 (12,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/08
• Apply for Permits	02/01/08
• Commence Construction	09/01/08
• Substantial completion of Building #2	06/31/08

C. Buildings #3 (10,000 square feet) and #4 (30,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	10/01/07
• Apply for Permits	10/01/07
• Commence Construction	06/01/08
• Substantial completion of Buildings #3 & #4	02/28/09

PHASE 2

Building #7 (64,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/08

- Apply for Permits 02/01/08
- Commence Construction 03/01/09
- Substantial completion of Building #7 03/01/10

PHASE 3

Buildings #8 (54,400 square feet), #9 (34,800 square feet), #10 (14,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	05/01/08
• Apply for Permits	05/01/08
• Commence Construction	06/01/09
• Substantial completion of Buildings #8, #9 & #10	03/01/10

PHASE 4

- Building #6 (16,500 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	02/01/09
• Apply for Permits	02/01/09
• Commence Construction	03/01/10
Substantial completion of Building #6	01/31/11

PHASE 5

Building #11 (45,000 square feet)

Milestone	Date
• Present Preliminary Plans to MDA for Approval	03/01/09
• Apply for Permits	03/01/09

- Commence Construction 04/01/10

Substantial completion of Building #11 04/01/11

EXHIBIT D

INSURANCE REQUIREMENTS

I. INSURANCE

Prior to commencing work, Developer shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. The Developer shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

Without limiting Developer's indemnification requirements, it is agreed that Developer shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations.

A. The following clause shall be added to the Developer's Commercial General Liability Policies:

1. "The City of Louisville Public Properties Corporation, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a **$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

   a. Premises - Operations Coverage
   b. Products and Completed Operations
   c. Contractual Liability
   d. Broad Form Property Damage
   e. Independent Developers Protective Liability
   f. Personal Injury

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

IV. MISCELLANEOUS

A. The Developer shall procure and maintain insurance policies as described herein and for which the Corporation shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled or materially amended without the Corporation having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Corporation at least 30 days prior to the expiration of any policy(s).

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. Approval of the insurance by the Corporation shall not in any way relieve or decrease the liability of the Developer hereunder. It is expressly understood that Corporation does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Developer.

D. Nothing herein shall require the Developer to insure the Corporation, its elected and appointed officials, employees, agents and successors against any liability created or caused, even in part, by the actions of the Corporation, or its elected and appointed officials, employees, agents or successors.

E. The Corporation and Developer do hereby remise, release and discharge the other party hereto and any elected or appointed official, officer, employee, agent, successor, and representative of such party of and from any liability whatsoever hereafter arising from such loss, damage, or injury for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance.

EXHIBIT E

ADJACENT PROPERTY

The property currently owned by Philip Morris USA, Inc. on the southeast corner of Broadway and Dixie Highway in Louisville, Jefferson County, Kentucky.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into this 25th day of January, 2011, by and between (i) the **CITY OF LOUISVILLE PUBLIC PROPERTIES CORPORATION,** a Kentucky non-profit corporation with its principal address located at the Office of the Mayor, 527 West Jefferson Street, 4th Floor, Louisville, Kentucky 20202 ("Corporation") acting by and through its **ECONOMIC DEVELOPMENT DEPARTMENT**, having its office located at 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 ("EDD") and (ii) **NEWBRIDGE DEVELOPMENT, LLC**, a Kentucky limited liability company, with its principal address located at 2350 New Millennium Drive, Louisville, Kentucky 40216 ("Developer").

WITNESSETH:

WHEREAS, the Corporation and Developer entered into a development agreement dated November 22, 2006 ("Agreement") wherein the Corporation agreed to convey 23 acres of real property to the Developer as more particularly described in the Agreement ("Property") and the Developer agreed to demolish the structures located on the Property ("Demolition") and to construct, in phases, a "Class A" mixed use commercial/retail/office park as more particularly described in the Agreement ("Project") all in accordance with the terms and conditions of the Agreement; and

WHEREAS, the property was conveyed by the Corporation to the Developer by special warranty deed dated November 22, 2006; and

WHEREAS, the Developer completed the Demolition as of March 31, 2008; and

WHEREAS, the Developer sold 7.13 acres to Brown Forman Corporation pursuant to a deed dated July 9, 2010 and the Corporation, in a Consent and Release Agreement dated July 9, 2010 agreed to release the Brown-Forman Parcel from the terms and conditions of the Agreement; and

WHEREAS, because of the severe economic recession of the last several years and through no fault of Developer, Developer has not been able to develop the Property in accordance with the schedule in the Agreement; and

WHEREAS, the Developer has continued its efforts to develop the Property less the Brown-Forman Parcel ("Remaining Property") and the Corporation has determined that it is in the best interests of the Corporation to permit Developer to continue its efforts to construct the Project; and

WHEREAS, the Corporation and Developer agree to amend the Schedule as set forth in the Agreement as provided herein.

NOW THEREFORE, a consideration of the premises and such other good and valuable consideration, the sufficiency of which is mutually acknowledged by the parties, the Corporation and Developer agree as follows:

SECTION 1. That Section 1.05, subsection B of the Agreement is deleted in its entirety and the following is inserted in lieu thereof.

(1) Developer shall use its best efforts to complete the Project in accordance with the following schedule:

SCHEDULE

Demolition of existing buildings	Complete

PHASE I

Construction of infrastructure and interior roads

Milestone	Date
Present Preliminary Plans to EDD for Approval	July 31, 2011
Submit Application for Category 3 Approval	August 31, 2011
Obtain Category 3 Approval	November 30, 2011
Apply for Building Permits	December 31, 2011
Commence Construction	March 31, 2012

Substantial Completion	August 31, 2012

PHASE II

Construction of New YMCA multi-purpose facility

Milestone	Date
Present Preliminary Plans to EDD for Approval	June 30, 2011
Apply for Construction Permits	August 31, 2011
Substantial Completion	September 30, 2012

PHASE III

Construction of signature building to house the Kentucky Digital Promise Center

Milestone	Date
Present Preliminary Plans to EDD for Approval	September 30, 2011
Apply for Permits	December 31, 2011
Commence Construction	December 31, 2011
Substantial Completion of Construction	December 31, 2013

(2) Developer agrees to provide to the Corporation a schedule for all subsequent phases of the Project prior to commencing construction on any phase and such schedules shall be incorporated in this Agreement as written amendments executed by the Corporation and Developer. Developer shall undertake no construction work on the Property except in accordance with a schedule adopted as an amendment to this Agreement and otherwise in accordance with the terms and conditions of this Agreement.

SECTION 2. That throughout the Agreement, references to "MDA" are amended to read "EDD".

SECTION 3. That the remainder of the Agreement not amended by this First Amendment shall remain in full force and effect. All defined terms used in this First Amendment shall have the meanings given to them in the Agreement.

SECTION 4. That this First Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

IN TESTIMONY WHEREOF, witness the signatures of the authorized representatives of the parties.

"Corporation"

CITY OF LOUISVILLE PUBLIC PROPERTIES CORPORATION

By: _____

Greg Fischer, President

"EDD"

ECONOMIC DEVELOPMENT DEPARTMENT

By: C. Bruce Traughber

C. Bruce Traughber, Director

"Developer"

NEWBRIDGE DEVELOPMENT, LLC

By: Frank A. Bridgewaters MGM

Frank A. Bridgewaters, Member

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell, Jefferson County Attorney

By: John A. Wilms

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 22nd day of NOVEMBER, 2006 by and between **(i) the CITY OF LOUISVILLE PUBLIC PROPERTIES CORPORATION,** a Kentucky nonprofit, nonstock corporation with its principal office located at the Office of the Mayor, 4th Floor, Metro Hall, 527 West Jefferson Street, Louisville, Kentucky 40202 ("Corporation") by and through the Metro Development Authority with its principal office located at 444 South Fifth Street, 6th Floor, Louisville, Kentucky 40202 ("MDA"), and **(ii) NEWBRIDGE DEVELOPMENT, LLC,** a Kentucky limited liability company, with its principal office located at 2350 New Millennium Drive, Louisville, Kentucky ("Developer").

WITNESSETH:

WHEREAS, Corporation desires to promote and encourage the revitalization of downtown and west Louisville; and

WHEREAS, the Corporation owns an approximate 23 acre site on Broadway west of Dixie Highway as illustrated on Exhibit A attached hereto and as more particularly described in Exhibit B attached hereto ("Property"); and

WHEREAS, Corporation and Developer entered into an Option Agreement dated April 18, 2006 ("Option Agreement") wherein Corporation granted to Developer the option to purchase the Property in accordance with the terms and conditions of the Option Agreement ("Option); and