TAX INCENTIVE AGREEMENT

This TAX INCENTIVE AGREEMENT (hereinafter, this "Agreement"), dated as of June 26, 2014, is made by and between the KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY (hereinafter, the "Authority"), a public body corporate and politic created under Section 154.20-010 of the Kentucky Revised Statutes, (hereinafter, "KRS") and KENTUCKY KINGDOM, LLLP, a Kentucky limited liability limited partnership (hereinafter, the "Company").

RECITALS

WHEREAS, the Authority has been created and established as a public body corporate and politic under KRS 154.20-010 and has all the powers, duties and responsibilities delegated to it by the Kentucky Economic Development Partnership or as otherwise provided by law; and

WHEREAS, the Authority is authorized by KRS 154.32-040 to enter into this Agreement to carry out and effectuate the purposes and provisions of the Kentucky Business Investment Program, KRS 154.32-010 to 154.32-100 (the "Program"); and

WHEREAS, the Company desires to establish an Economic Development Project (as defined below) in the Commonwealth (as defined below); and

WHEREAS, the Affected Jurisdiction (as defined below) has indicated its support for the Economic Development Project by letter dated October 16, 2013 from Greg Fischer, Mayor, Louisville, Kentucky; and

WHEREAS, the Authority adopted Preliminary Resolution No. KBI-IL-13-19722 on October 31, 2013 giving the Company preliminary approval as authorized in KRS Section 154.32-030 (herein "Preliminary Approval"); and

WHEREAS, subsequent to the Preliminary Approval, it was determined that Rent (as defined below) is not an Eligible Cost with respect to the Economic Development Project (the "Modification"); and

WHEREAS, the Authority adopted Resolution No. KBI-FL-14-19722 on June 26, 2014 giving the Company final approval as authorized in KRS Section 154.32-030, such approval to include the Modification reflected in the foregoing recital (herein "Final Approval").

NOW THEREFORE, in consideration of these premises and the terms and conditions hereinafter set forth, the parties to this Agreement hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. **Defined Terms.** In addition to the terms defined in the heading and recitals set forth above, the following terms shall have the following meanings, unless otherwise defined hereunder:

"Activation Date" means June 26, 2016, being within two years of the date of the Authority's Final Approval of the Project or such earlier date as established pursuant to Section 2.2 of this Agreement.

"Affected Jurisdiction" means Louisville, Jefferson County, Kentucky.

"Annual Compliance Date" means the end of Fiscal Year 1 and the end of each fiscal year thereafter and shall serve as the date for measurement and confirmation of compliance requirements set forth in this Agreement.

"Approved Company" means an Eligible Company that has received final approval pursuant to KRS 154.32-030.

"Approved Costs" means the maximum amount of "Eligible Cost" that the Company is approved to recover in the form of Incentives not to exceed the total of actual Start-up Costs incurred. Since the Project is located in a county other than an Enhanced Incentive County, the actual equipment costs included in the Start-up Costs is limited to $20,000 per new, Full-Time Employee, measured against the Base Employment, whose job has been created by the Company at the Project as of the Activation Date.

"Base Employment" means the number of Full-Time Employees employed by the Company at the Project, who are residents of the Commonwealth as of the date of "Preliminary Approval".

"Commonwealth" means the Commonwealth of Kentucky.

"Confirmed Approved Costs" means the documented Start-Up Costs incurred from the date of Preliminary Approval to the Activation Date which shall also be the maximum cost recoverable utilizing the Incentives authorized herein. Confirmed Approved Costs shall never exceed "Approved Costs".

"Credits" means tax credits of up to one hundred percent (100%) of the Kentucky income tax imposed under KRS 141.020 or 141.040 and the limited liability entity tax imposed under KRS 141.0401 on the income, Kentucky gross profits, or Kentucky gross receipts of the Company generated by or arising from the Economic Development Project which may be taken until the earlier of the date on which the aggregate amount of Incentives utilized by the Company equals to the Confirmed Approved Costs or until the end of the Term of this Agreement.

"Economic Development Project" or "Project" mean a project meeting the definition set forth in KRS 154.32-010 and being further described for purposes of this Agreement as the equipping and upfit of an approximate 17,544 square foot expansion to the Company's existing headquarters facility located at 937 Phillips Lane, Louisville, Jefferson County, Kentucky 40209.

"Eligible Costs" is defined in KRS 154.32-010. Notwithstanding anything to the contrary contained therein or herein, Rent shall not be an Eligible Cost.

"Employee Benefits" means nonmandated costs paid for an employee for: health insurance; life insurance; dental insurance; vision insurance; defined benefits; or as contributions

to a qualified cash or deferred compensation arrangement within the meaning of Section 401(k) of the Internal Revenue Code or similar qualified plans.

"Enhanced Incentive County" means a county certified by the Authority pursuant to KRS 154.32-050.

"FEIN" means the employer identification number assigned by the United States Internal Revenue Service to a specific entity for tax identification purposes, including all employer reporting purposes.

"Fiscal Year 1" means the period of time commencing on the Activation Date and ending on such date that is the Company's first fiscal year end following the Activation Date. Any references to "Fiscal Year 2," "Fiscal Year 3," "Fiscal Year 4," etc. shall mean the second, third, fourth, etc. fiscal year of the Company following Fiscal Year 1, respectively (each individually, a "Fiscal Year").

"Full-Time Employee" means a Kentucky resident employed by the Company at the Project for a minimum of thirty-five (35) hours per week and subject to the personal income tax imposed by KRS 141.020.

"Hourly Wage" means the rate of compensation, excluding Employee Benefits, paid to an employee of the Company expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

"Incentives" means Credits (as defined above) for which the Company is eligible pursuant to the terms of this Agreement. The Company is not eligible for Wage Assessments in connection with this Agreement.

"Job Target" means the number of Project Employees (as defined below) that the Company commits to create and maintain at the Project based on annual average. The Job Targets are established as the following:

(A) As of the Activation Date, the Job Target shall be fourteen (14) Project Employees.

(B) For each Fiscal Year of the Company after the Activation Date, the Job Target for Project Employees shall be:

Fiscal Year 1	16
Fiscal Year 2	18
Fiscal Year 3	19
Fiscal Year 4	19
Fiscal Year 5	19
Fiscal Year 6	19
Fiscal Year 7	19
Fiscal Year 8	19
Fiscal Year 9	19

Fiscal Year 10	19

"Minimum Wage Target" means the annual average of Total Hourly Compensation that the Company commits to meet for all Project Employees (as defined below) created and maintained as a result of the Project. The Minimum Wage Targets are established as the following:

(A) As of the Activation Date, the Minimum Wage Target shall be $20.46.

(B) For each Fiscal Year of the Company after the Activation Date, the Minimum Wage Target shall be as follows:

Fiscal Year 1	$20.46
Fiscal Year 2	$20.46
Fiscal Year 3	$20.46
Fiscal Year 4	$20.46
Fiscal Year 5	$20.46
Fiscal Year 6	$20.46
Fiscal Year 7	$20.46
Fiscal Year 8	$20.46
Fiscal Year 9	$20.46
Fiscal Year 10	$20.46

"New Employee" means a Kentucky resident who was not an employee of the Company working at the Project site on the date of Preliminary Approval and whose job was created as a result of the Project.

"Project" means the Economic Development Project as defined above.

"Project Employee" means an employee of the Company who is both a New Employee and a Full-Time Employee hired as a result of the Project after Preliminary Approval and working at the Project site.

"Rent" is defined in KRS 154.32-010(31). Notwithstanding anything to the contrary contained therein or herein, Rent shall not be an Eligible Cost.

"Start-up Costs" means costs incurred to furnish and equip the Economic Development Project meeting the definition set forth in KRS 154.32-010.

"Term" means the period during which this Agreement is effective pursuant to Article II.

"Total Hourly Compensation" means the rate of compensation, including the Hourly Wage and Employee Benefits, paid to an employee of the Company, expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

"Wage Assessment" means an assessment withheld by the Company from the gross wages, exclusive of any noncash benefits, of each New Employee subject to the Kentucky income tax as authorized in KRS 154.32-090.

Section 1.2. **Sections.** References to "Sections" shall be to Sections of this Agreement, unless otherwise expressly designated.

Section 1.3. **Headings.** Article and Section headings are for reference only and shall have no interpretative weight or value.

Section 1.4. **Plural.** The plural and singular form of words shall import either or both a plural and/or singular meaning, as the case may be.

ARTICLE II.
TERM

Section 2.1. **Term Dates.** The Term of this Agreement shall begin on the Activation Date and shall end on the earlier of (i) the date on which the aggregate amount of Incentives utilized by the Company equals Confirmed Approved Costs which are subject to reduction during the term as set forth in Section 6.5, (ii) the date that is the ten (10) year anniversary of the accelerated Activation Date established in accordance with Section 2.2 of this Agreement, or (iii) June 26, 2026 (the "Term").

Section 2.2. **Acceleration of Activation Date.** The Company may certify that the requirements set forth in Article IV of this Agreement have been met and request acceleration of the Activation Date. Acceleration of the Activation Date shall only be valid upon execution of a Consent to Acceleration by all parties to this Agreement, but formal action of the Authority shall not be required. The Consent to Acceleration shall be incorporated herein and identified as Exhibit C to this Agreement. After the effective date of the Consent to Acceleration, all references to the Activation Date shall be amended to the accelerated date set forth therein. When necessary, Job Target and Minimum Wage Target dates set forth in Section 1.1, the Term of this Agreement set forth in Section 2.1 and dates for annual maximum limitations on Confirmed Approved Costs set forth in Section 6.5 shall also be adjusted to be consistent with the accelerated Activation Date.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY TO INDUCE THE AUTHORITY TO ENTER INTO THIS AGREEMENT

In order to induce the Authority to enter into this Agreement and grant the Incentives, the Company hereby represents, warrants and confirms to the Authority, as of the date of this Agreement, that:

Section 3.1. **Legal Status.** It is a limited liability limited partnership duly organized or formed, validly existing and in good standing under the laws of the Commonwealth.

Section 3.2. **Company's Authority.** It has full power and authority to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated herein.

Section 3.3. **Employer Identification Numbers.** The Company's FEIN for income tax returns filed with the United States Internal Revenue Service and the Kentucky Department of Revenue (the "Revenue Department") has been reported to the Authority. The number reported is accurate and any change to the number occurring during the Term of this Agreement shall be reported as well.

Section 3.4. **Base Employment.** The Project is an expansion of an existing business in the Commonwealth. The Base Employment for the Project is thirteen (13) employees. The Company has provided a list to the Authority which sets forth the names, residence addresses, employee identification numbers, and hire dates of employees included within the Base Employment.

Section 3.5. **Adoption of Application Information.** All information provided by the Company as part of the application process is, as of the date of this Agreement, true and accurate or has been corrected by separate amendment to the application such that the Authority based its approval upon accurate information as of Final Approval.

Section 3.6. **Representation as to Need.** The Project is an expansion of an existing location in the Commonwealth and the Incentives set forth herein are necessary for the expansion to occur.

Section 3.7. **Headquarters Certification.** The Project is a national or regional headquarters and supports other business activities of the affiliates, subsidiaries, or other entities associated with the headquarters and the Company.

Section 3.8. **Documentation.** The Company will provide to the Authority within thirty (30) days of the Activation Date an affidavit, substantially in the form of Exhibit A attached hereto and incorporated herein by reference, as to the number of Project Employees that have been hired as of the Activation Date, the Hourly Wages paid, and the Total Hourly Compensation paid to Project Employees of the Company. The Company will also provide to the Authority, no later than thirty (30) days after the Annual Compliance Date during the Term of this Agreement, an affidavit, substantially in the form of Exhibit B attached hereto and incorporated herein by reference, as to the number of Project Employees of the Company working at the Project, Hourly Wages and Total Hourly Compensation paid to Project Employees.

Section 3.9. **Project Completion.** The Project will be completed and will be substantially similar to the description provided herein and the Project will be operated and maintained in such manner as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and as to be consistent with the laws of the Commonwealth and the United States of America, as amended from time to time.

Section 3.10. **Certification of Eligible Costs Including Start-Up Cost.** Within thirty (30) days following the Activation Date, the Company shall prepare and send to the

Authority its final itemization of its Start-up Costs incurred after Preliminary Approval and on or before the Activation Date substantially in the form of affidavit attached hereto and incorporated herein by reference as Exhibit A. The Company will provide to the Authority such additional written data as the Authority may require, including but not limited to record of payment and invoices, so that the Authority can verify and confirm the Start-up Costs and Eligible Costs of the Project which shall be eligible for recovery (Confirmed Approved Costs).

Section 3.11. **Availability of Records.** The Company shall make its books and records, relating to its representations, warranties and covenants in this Agreement and to the Incentives claimed or withheld, available to the Authority at the Project, or at another location in the Commonwealth acceptable to the Authority, at such reasonable times as the Authority shall request and shall file with the Authority such documentation respecting the Incentives taken as the Authority may require.

Section 3.12. **Tax Returns.** The Company is taxed as a partnership and accordingly files a Form 1065 Partnership Tax Return with the Internal Revenue Service and a Form 765 Partnership Income Return with the Revenue Department, each in its own name.

Section 3.13. **Notice of Lease Termination.** The Company shall notify the Authority within thirty (30) days of any amendment, modification, termination or lapse of that certain Lease Agreement, dated as of January 25, 2013 by and among the Company, the Commonwealth of Kentucky, State Property and Buildings Commission, Finance and Administration Cabinet, and State Fair Board (the "Lease Agreement"), even if a new or replacement lease agreement is executed. The Company shall notify the Authority immediately in the event it ceases or fundamentally alters the Economic Development Project.

ARTICLE IV.
COVENANTS FOR ACTIVATION

This Agreement shall automatically terminate unless the Approved Company meets the following minimum requirements on the Activation Date and has provided the Exhibits and backup documents necessary to confirm each requirement, all in form and substance acceptable to the Authority in its sole discretion.

Section 4.1. **Notice of Activation.** The Company shall notify the Authority of the Activation Date as required by KRS 154.32-040(5).

Section 4.2. **Required Employment.** The Company has hired at least ten (10) Project Employees above the Base Employment and shall maintain at least ten (10) Project Employees above the Base Employment throughout the Term of this Agreement.

Section 4.3. **Required Wage.** The Company has compensated a minimum of ninety percent (90%) of all Project Employees with (i) Hourly Wage of at least one hundred fifty percent (150%) of the federal minimum wage ($10.88) and (ii) Total Hourly Compensation of at least one hundred fifteen percent (115%) of the Hourly Wage ($12.51). Some form of Company-paid Employee Benefit shall be offered to not less than ninety percent (90%) of Project Employees.

Section 4.4. **Minimum Eligible Cost.** The Company has incurred Eligible Costs of at least One Hundred Thousand Dollars ($100,000).

Section 4.5. **Procedures for Verification of Approved Cost.** The Authority has authorized the Company to utilize Incentives up to the maximum Approved Cost of One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). Within thirty (30) days of the Activation Date, the Company shall provide the certification required in Section 3.10. Once the Authority has sufficient information to do so, it shall determine Eligible Costs based upon the costs reported in Exhibit A and calculate the Confirmed Approved Costs. This Agreement and all Incentives authorized herein shall terminate upon the earlier of recovery of Incentives with a value equivalent to Confirmed Approved Costs or at the end of the Term of this Agreement. Notwithstanding the Approved Costs amount set forth at Preliminary Approval and Final Approval, the Company's total recovery shall not exceed Confirmed Approved Costs, and the Commonwealth shall have the right to pursue any legal remedies set forth herein or by statute to collect any Incentive which exceed that amount.

Section 4.6. **Payment of Fees and Expenses.** Pursuant to KRS 154.20-033(1), the Company shall, within thirty (30) days from the billing date, pay the costs and expenses of all fiscal consultants, attorneys, appraisers, and other agents whom the Authority deems necessary or convenient for the preparation, execution, and delivery of this Agreement and any other documents which may be delivered in connection with this Agreement, including, without limitation, the fees and expenses of counsel employed on behalf of the Authority, and all costs and expenses, if any, in connection with the enforcement of this Agreement. The fees for services provided by persons employed on behalf of the Authority shall be paid by the Company directly to the person providing such consultation, advisory, legal, or other services. The Company shall also pay by the date of execution of this Agreement the administrative fees due to the Authority.

ARTICLE V.
COVENANTS OF THE COMPANY

After the Company has met the requirements of Article IV and activated its project, as conditions to the utilization of the Incentives throughout the remainder of the Term of this Agreement, the Company hereby covenants that:

Section 5.1. **Maintenance of Minimum Requirements.** The Company shall maintain the required employment and the required wages as set forth in Sections 4.2 and 4.3 of this Agreement, respectively, throughout the Term of this Agreement and upon failure to do so shall be subject to Termination pursuant to Section 9.2 of this Agreement.

Section 5.2. **Job and Wage Target.** The Company shall make every reasonable effort to meet its Job Target and Minimum Wage Target as defined in Section 1.1 of this Agreement. The Company shall file Exhibit B within thirty (30) days of each Annual Compliance Date to document its employment and wages for the prior fiscal year. The Company shall be subject to automatic reduction of available Incentives for the succeeding fiscal year upon failure to achieve ninety percent (90%) of the Job Target or Minimum Wage Target in any Fiscal Year of this Agreement. The annual maximum Incentive as set forth in Section 6.5 for the fiscal

year following the year in which the Company achieved less than ninety percent (90%) of either target shall be reduced pro rata to the percentage of Job Target or Minimum Wage Target achieved for the prior fiscal year of the Term of this Agreement. For example, if the Company achieves seventy percent (70%) of either target as of the Annual Compliance Date in fiscal year 3, it shall only be eligible for seventy percent (70%) of its annual maximum Incentive in fiscal year 4. If the Company fails to achieve ninety percent (90%) of both the Job Target and the Wage Target on the same Annual Compliance Date, then the lesser percentage achieved of the two (2) shall be applied to the Annual Maximum Incentive in Section 6.5.

Section 5.3. **Base Employment and Maintenance of Base Employment.** If any of the employees included in the Base Employment ceases to work for the Company, the first hired/longest employed Project Employee shall replace the employee lost from Base Employment. The Company shall submit the Base Employment listing as of the Activation Date with its Exhibit A and certify annually with its Exhibit B that the Base Employment is being maintained as required by Section 3.8.

Section 5.4. **Utilization Disclosure.** The Company shall submit Exhibit B within thirty (30) days of the Annual Compliance Date indicating the Incentives utilized for the tax year immediately prior. The disclosure shall include total Incentives claimed on any of its tax filings. The Company agrees to disclose any and all Credits claimed unless same are identified specifically as being disputed by the Revenue Department in which case a statement as to an existing dispute may be provided. Any amount in dispute must be reported as received unless such a disclosure is made. With the execution of this Agreement and the approval of Incentives, the Company hereby waives any right to confidentiality with regard to the total dollar value of Incentives for the tax year and the Authority may post information disclosed on Exhibits required by this Agreement in any public forum, report or documentation deemed beneficial to public interest.

Section 5.5. **Changes to Company or Project.** The Company shall immediately notify the Authority in writing if the Company sells or otherwise transfers or disposes of the land on which the Project is located or if the Company ceases or fundamentally alters operations at the Project. Delivery of a written notice required by this Section 5.5 shall not relieve the Company of its obligation to continue to comply with all representations, warranties and covenants contained herein and this Section 5.5 shall not be construed as modifying any covenant, representation or warranty contained herein.

ARTICLE VI.
AVAILABLE INCENTIVES

Section 6.1. **Deductions from Balance of Confirmed Approved Costs.** Incentives earned and taken by the Company shall be subtracted from the Company's unrecouped balance of Confirmed Approved Costs.

Section 6.2. **Permitted Credits.** As long as the Company has complied with each of its Covenants in Article V above, and as long as no Event of Default described in Article VIII below has occurred, and except as otherwise limited by this Article VI, the Program or KRS

Chapter 141, the Company may, beginning on the Activation Date and continuing during the Term of this Agreement, claim Credits.

Section 6.3. **Total Maximum Incentives.** Notwithstanding the foregoing provisions of this Article VI, under no circumstances may the cumulative total of Incentives taken by the Company during the Term of this Agreement exceed the lesser of Confirmed Approved Costs as of the Activation Date or Confirmed Approved Costs for Start-Up Costs.

Section 6.4. **Reduction of Incentives Resulting from other Inducements.** The total Approved Costs or Confirmed Approved Costs available pursuant to this Agreement may be reduced in the sole and reasonable discretion of the Authority if, after the date of this Agreement, the Company applies for and obtains additional inducements for the Project in the form of tax credits or abatements, subsidies, grants or loans approved by the Authority, to the extent that the total benefit received by the Company through other inducements when added to the aggregate of the Incentives offered in this Agreement would exceed the Confirmed Approved Costs.

Section 6.5. **Annual Maximum Incentive.** The maximum recoverable by the Company in aggregate utilizing all forms of Incentive available pursuant to this Agreement shall be as follows for each Fiscal Year of the Company after the Activation Date (the "Annual Maximum Incentive"):

Fiscal Year 1	$15,000
Fiscal Year 2	$15,000
Fiscal Year 3	$15,000
Fiscal Year 4	$15,000
Fiscal Year 5	$15,000
Fiscal Year 6	$15,000
Fiscal Year 7	$15,000
Fiscal Year 8	$15,000
Fiscal Year 9	$15,000
Fiscal Year 10	$15,000

The Annual Maximum Incentives set forth above for each Fiscal Year are based on Approved Costs and are subject to reduction in the event that the Confirmed Approved Costs are lower than the Approved Costs. The reduction in the annual limits will be determined on a pro rata basis and will be included in the notification of Confirmed Approved Costs as required pursuant to Section 4.5. The Annual Maximum Incentives may also be adjusted as part of the pro rata reduction set forth in Section 5.2. Such reductions shall be set forth in notification issued by the Authority after review of information reported by the Company at any of the Annual Compliance Dates during the Term of this Agreement. Unused Annual Maximum Incentives may be carried forward and such carry-forward amounts shall not be limited by Annual Maximum Incentives set forth herein. However, no Incentive may be carried forward beyond the Term of this Agreement.

ARTICLE VII.
ASSIGNMENT

Section 7.1. **Assignments by the Company.** (i) The Company's rights, including the right to Incentives, and its obligations under this Agreement are unique and personal to it as an Approved Company under the Program. The Incentives are not assignable without the written consent of the Authority and the passage of a resolution approving the proposed assignee of the Incentives as an Approved Company. (ii) In the event the Company enters into any transaction by which it desires to assign its rights, including the right to Incentives, or its obligations under this Agreement to another legal entity, whether as part of a merger, a transfer, a liquidation, a reorganization, or other form of structural change, the proposed assignee must submit to the Authority a written description of the transaction, and an application signed by the proposed assignee requesting designation as an Approved Company under the Program. If the Authority approves the assignment of the rights and obligations hereunder, it may authorize the desired assignment either prospectively or retroactively to the effective date of the assignment.

ARTICLE VIII.
EVENTS OF DEFAULT

Section 8.1. **Minimum Wage.** If on any of the Annual Compliance Dates after the Activation Date the Company is not paying ninety percent (90%) of the Project Employees the required wage and total compensation set forth in Section 4.3, the failure to do so shall be an Event of Default, and the Authority shall have the right to apply any or all of its remedies set forth in Article IX of this Agreement.

Section 8.2. **Minimum Jobs.** If on any of the Annual Compliance Dates after the Activation Date the total number of Project Employees is less than the minimum employment required in Section 4.2, the failure to meet the minimum employment requirement shall be an Event of Default and the Authority shall have the right to apply any or all of its remedies set forth in Article IX of this Agreement.

Section 8.3. **Failed Obligations.** If any covenant, warranty, or obligation of the Company as set forth in this Agreement is not met or achieved pursuant to the requirements of this Agreement, same shall be deemed an Event of Default and the Authority shall have the right to apply any or all of its remedies set forth in Article IX of this Agreement.

Section 8.4. **Inaccurate Representations or Warranties.** If any representation or warranty of the Company to the Authority or to the Revenue Department shall prove to have been untrue or inaccurate in any material aspect when made, same shall be deemed an Event of Default as of the date of the untrue or inaccurate statement and the Authority shall have the right to apply any or all of its remedies set forth in Article IX of this Agreement, including termination of this Agreement.

Section 8.5. **Bankruptcy.** In the event the Company: (i) admits in writing its inability to pay its debts generally as they become due, (ii) has an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, and any such order for relief entered against it has not been rescinded within forty-five (45) days

after it has been so entered, (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days, (iv) makes an assignment for the benefit of creditors, or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property, such conditions shall be an Event of Default.

Notwithstanding anything to the contrary contained in this Article VIII, the failure to achieve ninety percent (90%) of Job Target and Minimum Wage Targets shall not be deemed an Event of Default and, if no other Event of Default has occurred, the Authority shall take no action other than to adjust the Annual Maximum Incentives as set forth in Section 6.5.

ARTICLE IX.
REMEDIES

Upon the occurrence of any Event of Default or any form of other non-compliance hereunder, the Authority shall have any and all of the following remedies, cumulatively with the remedies provided elsewhere in this Agreement and without limitation, and not exclusive of any other remedies the Authority may have at law or otherwise:

Section 9.1. **Suspension.** If the Company has not cured any default to the satisfaction of the Authority within thirty (30) days of the date of the written notice from the Authority, the Authority may suspend the availability to the Company of any and all Incentives.

Section 9.2. **Termination.**

(A) If the Company has not met the minimum requirements set forth in Article IV by the Activation Date this Agreement shall be immediately and automatically terminated without further action of the Authority;

(B) The Authority may terminate this Agreement in the event that those minimum requirements set forth in Article IV are not met on any Annual Compliance Date after the Activation Date; and/or

(C) The Authority may terminate this Agreement upon the occurrence of any other Event of Default set forth above in Article VIII.

Section 9.3. **Recovery of Incentives; Other Remedies.** The Authority or the Revenue Department may immediately recover from the Company funds equal to any Incentives utilized by the Company after the date of an occurrence of any Event of Default, in addition to pursuing any other remedy which they may be entitled to by law.

ARTICLE X.
MISCELLANEOUS

Section 10.1. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns, subject, however, to the limitations contained in this Agreement.

Section 10.2. **Authority Liability.** All covenants, agreements and obligations (collectively hereinafter, the "Covenants") of the Authority contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such Covenant shall be deemed to be a Covenant of any present or future director, officer, agent or employee of the Authority, the Commonwealth or any agency or political subdivision thereof in other than her/his official capacity, and neither the directors of the Authority nor any official executing this Agreement nor any official, employee or agent of the Authority, the Commonwealth or any agency or political subdivision thereof shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the Covenants of the Authority contained in this Agreement.

Section 10.3. **Notices.** All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid:

If to Authority, at:
Kentucky Economic Development
Finance Authority
Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601
Attention: Chairperson

If to the Company, at:
Kentucky Kingdom, LLLP
937 Phillips Lane
Louisville, Kentucky 40209
Attention: Edward J. Hart, President
Kentucky Kingdom Redevelopment
Company, LLC

The Authority or the Company, by appropriate notice, may designate any further or different addresses to which subsequent notices, requests or communications shall be sent.

Section 10.4. **Severability.** In case any Section or provision of this Agreement, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other Section or provision of this Agreement or any other covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein.

Section 10.5. **Amendments.** If the Company has reason to request an amendment during the Term of this Agreement, it may submit a written request setting forth the need for the amendment and requesting approval of same. Upon submission of a written request, such amendment will be subject to the express, prior written consent of the Authority. An amendment

by the Company to its Certificate of Limited Partnership that results in a change only to its name, but not to its FEIN, will not be considered an amendment within the meaning of this Section but the Company shall send a timely notice of such change to the Authority. Acceleration of the Activation Date as set forth in Article II and modification of the Annual Maximum Incentives set forth in Section 6.5 will not be considered an amendment within the meaning of this Section.

Section 10.6. **Execution in Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement or any Exhibit hereto by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement or Exhibit hereto, and any party delivering such an executed counterpart of the signature page to this Agreement or Exhibit hereto by facsimile or .pdf to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement or Exhibit hereto to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement or Exhibit hereto.

Section 10.7. **No Waiver.** No failure by the Authority to insist upon the strict performance by the Company of any provision hereof shall constitute a waiver of the Authority's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right of the Authority to require the Company to remedy any and all failures by the Company to observe or comply with any provision hereof.

Section 10.8. **Release and Indemnification by Company.** The Company releases the Authority from, holds the Authority harmless against, agrees that the Authority shall not be liable for, and fully indemnifies the Authority against, any and all losses, liabilities, claims, actions, proceedings, costs and expenses imposed upon, incurred by, asserted against or with respect to the Authority on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the maintenance, operation and use of the Project or the existence of this Agreement; (ii) any breach on the part of the Company of any of its Covenants hereunder or the occurrence of any Default set forth herein; and (iii) any action taken or omitted to be taken by the Authority in accordance with the terms of this Agreement (excepting acts of willful misconduct).

In the event that the Authority seeks indemnity hereunder with respect to any action or proceeding brought against the Authority, the Authority shall give notice of such action or proceeding to the Company, and the Company upon receipt of that notice shall have the obligation to assume the defense of the Authority in such action or proceeding; provided, however, that failure of the Authority to give such notice shall not relieve the Company from any of its obligations under this Section to assume such defense unless the failure by the Authority to give such notice so prejudices the defense of the Authority in such action or proceeding by the Company that the Company cannot duly conduct such defense. The Authority may employ separate counsel and participate in the defense.

The indemnification set forth above and all references to the Authority in this Section 10.8 are intended to and shall include all officials, directors, officers, employees, agents and representatives of the Authority.

Section 10.9. **Right to Inspect.** The Authority shall have the right, at any time during normal business hours upon reasonable notice by the Authority to the Company, to enter upon the premises of the Project in order to monitor the Company's compliance with the terms of this Agreement. The Authority shall have the right to verify any information necessary for administration and monitoring of the terms of this Agreement and to inspect, without limitation, any and all original records relating to the Project or the Company's utilization of the Incentives, including all payroll books and records pertaining to the Project. In the event the Company's original records are not located at the Project, the Company shall make arrangements for representatives of the Authority to enter the premises in the Commonwealth where such original records are kept or shall produce authentic copies of such records for inspection at a place of convenience to the Authority in the Commonwealth.

Section 10.10. **Payment of Fees and Expenses.** The Company shall pay all costs and expenses, including legal fees, if any, in connection with any amendments to this Agreement and the enforcement of this Agreement within thirty (30) days from the billing date.

Section 10.11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

Section 10.12. **Company Authorization of Release of Information.** The Company by execution of this Agreement hereby authorizes and agrees that: (i) the Authority or any of its agents, employees or employees of the Cabinet for Economic Development of the Commonwealth (the "Cabinet") is permitted to share, with the Affected Jurisdiction and the Revenue Department, information, data, research and other materials (including this Agreement and any attachments hereto) that the Company delivers or provides to, or that is otherwise made available to or discovered by, the Authority or any of its employees, agents or Cabinet employees; (ii) the Affected Jurisdiction or any of its agents or employees is permitted to share with the Authority any information, data, research and other materials (including this Agreement and any attachments hereto) that the Company delivers or provides to, or that is otherwise made available to or discovered by, the Affected Jurisdiction or any of its employees or agents; and (iii) the Revenue Department may provide to the Authority, as the Authority may request from time to time, copies of any and all Kentucky income tax information, including income tax returns, of the Company filed with or otherwise made available to the Revenue Department (collectively, hereinafter the "Tax Information") (such Tax Information the Authority shall retain confidentially except as otherwise may be required to be disclosed by law or in order to enforce the terms of this Agreement). Additionally, Company agrees that any information reported by the Company to the Authority in any Exhibit to this Agreement may be disclosed in any public forum, report or documentation deemed beneficial to public interest.

Section 10.13. **Jurisdiction and Venue.** The parties hereto agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or (ii) the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or related to this

Agreement brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

Section 10.14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and no other writings or communications (oral or otherwise) shall have any legal effect unless made pursuant to the terms of this Agreement.

[Signature Page and Exhibits Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names, all as of the date set forth in the heading of this Agreement.

"Authority"

KENTUCKY ECONOMIC DEVELOPMENT
FINANCE AUTHORITY

By: Katie Smith

Title: Executive Director

"Company"

KENTUCKY KINGDOM, LLLP

By: Kentucky Kingdom Redevelopment Company, LLC
as General Partner

By: Edward J. Hart

Edward J. Hart, as President

Exhibit A	Activation Jobs and Wages and Affidavit of Project Investment
Exhibit B	Annual Compliance Jobs and Wages
Exhibit C	Consent to Acceleration

FORM # 19722

EXHIBIT A

AFFIDAVIT OF COMPANY OFFICER RELATED TO REQUIRED EMPLOYMENT, REQUIRED WAGES, MINIMUM ELIGIBLE COST, BASE EMPLOYMENT, JOB TARGET AND MINIMUM WAGE TARGET

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership (the "Company"), whose Federal Employer Identification Number is 36-4752429, I am authorized by the Company to submit this Affidavit to the Kentucky Economic Development Finance Authority ("Authority") on behalf of the Company with respect to the Tax Incentive Agreement by and between the Authority and the Company ("Agreement"). All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Definitions:

Base Employment is the number of Full-Time Employees employed by the Company at the Project that are residents of the Commonwealth as of the date of Preliminary Approval. The Base Employment for the Project is thirteen (13) employees.

Employee Benefits are nonmandated costs paid for an employee for: health insurance; life insurance; dental insurance; vision insurance; defined benefits; or as contributions to a qualified cash or deferred compensation arrangement within the meaning of Section 401(k) of the Internal Revenue Code or similar qualified plans.

Full-Time Employees are Kentucky residents employed by the Company at the Project for a minimum of thirty-five (35) hours per week and are subject to the personal income tax imposed by KRS 141.020.

Hourly Wage is the rate of compensation, excluding Employee Benefits, paid to an employee of the Company expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

New Employee is a Kentucky resident who was not an employee of the Company working at the Project site on the date of Preliminary Approval and whose job was created as a result of the Project.

Project Employee is an employee of the Company who is both a New Employee and a Full-Time Employee hired as a result of the Project after Preliminary Approval and working at the Project site.

Total Hourly Compensation is the rate of compensation, including the Hourly Wage and Employee Benefits, paid to an employee of the Company, expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

MINIMUM REQUIREMENTS: EMPLOYMENT, HOURLY WAGE, TOTAL HOURLY COMPENSATION AND ELIGIBLE COSTS

As required by the Agreement, the Company must meet the following minimum requirements as of the Activation Date or the Agreement shall automatically terminate:

1) Hire at least ten (10) Project Employees above the Base Employment.

2) Compensate a minimum of ninety percent (90%) of all Project Employees with Hourly Wage of at least $10.88.

3) Compensate a minimum of ninety percent (90%) of all Project Employees with Total Hourly Compensation of at least $12.51. Offer some form of company-paid Employee Benefit to not less than ninety percent (90%) of Project Employees.

4) Incur Eligible Costs of at least One Hundred Thousand ($100,000).

COMPLETE: As of _____, 20___, being the Activation Date of the Project, the Company is reporting the following:

1) Number of Project Employees above the Base Employment: _____*

*** REQUIRED ATTACHMENT: Listing of Project Employees to support the amount reported in #1. The listing should include names, employee identification numbers, residence addresses, dates of hire, Hourly Wages and Total Hourly Compensation paid to each Project Employee on the list.**

2) Hourly Wage paid to the Project Employees:

i) Indicate the number of Project Employees that are paid Hourly Wages equal to or greater than $10.88:	
ii) What percentage of Project Employees are paid Hourly Wages equal to or greater than $10.88? *{Divide amount reported in 2i) by amount reported in 1)}*	%

3) Total Hourly Compensation paid to the Project Employees:

i) Indicate the number of Project Employees that are paid Total Hourly Compensation equal to or greater than $12.51:	
ii) What percentage of Project Employees are paid Total Hourly Compensation equal to or greater than $12.51? *{Divide amount reported in 3i) by amount reported in 1)}*	%
iii) What percentage of Project Employees are offered at least one company paid Employee Benefit?	%

4) Amount of Eligible Costs expended from the date of Preliminary Approval through the Activation Date, which agrees to amounts included in the Company's general ledger and to other underlying accounting records:

A.	Land	$
B.	Building (new construction/additions)	$
C.	Improvements (existing buildings)	$
D.	Equipment (including installation costs) [limited to $20,000 per job at the Activation Date]	$
E.	Other Start-up Costs (excluding equipment and specified below) _____ _____ _____ _____	 $ $ $ $
F.	Other (describe below) _____ _____	 $ $
	TOTAL	$

JOB TARGETS AND MINIMUM WAGE TARGETS

As required by the Agreement, the Company must meet established Job Targets and Minimum Wage Targets as of the Activation Date. Failure to achieve at least ninety percent (90%) of the Job Target and Minimum Wage Target shall result in an automatic reduction of available Incentives for the succeeding Fiscal Year. The following Job Target and Minimum Wage Target were included in the Agreement:

Activation Date	Job Target	Minimum Wage Target
_____, 20__	14	$20.46

A) Percent of Job Target achieved: _____%
{Divide amount reported in 1) above by Job Target}

B) Average of Total Hourly Compensation paid to the Project Employees: $_____
a. Percent of Minimum Wage Target achieved: _____%
{Divide amount reported in B) by Minimum Wage Target}

Total Hourly Compensation is the rate of compensation, including the Hourly Wage and Employee Benefits, paid to an employee of the Company, expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

MINIMUM REQUIREMENTS: EMPLOYMENT, HOURLY WAGE, TOTAL HOURLY COMPENSATION

As required by the Agreement, the Company must meet the following minimum requirements throughout the term of the Agreement to avoid suspension and possible termination of Incentives:

1) Hire at least ten (10) Project Employees above the Base Employment.

2) Compensate a minimum of ninety percent (90%) of all Project Employees with Hourly Wage of at least $10.88.

3) Compensate a minimum of ninety percent (90%) of all Project Employees with Total Hourly Compensation of at least $12.51. Offer some form of company-paid Employee Benefit to not less than ninety percent (90%) of Project Employees.

COMPLETE: As of October 31, 20___, being the last day of the Fiscal Year of the Project and the Annual Compliance Date, the Company is reporting the following:

1) Number of Project Employees above the Base Employment: _____

*** REQUIRED ATTACHMENT: Listing of Project Employees to support the amount reported in #1. The listing should include names, employee identification numbers, residence addresses, dates of hire, Hourly Wages and Total Hourly Compensation paid to each Project Employee on the list.**

2) Hourly Wage paid to the Project Employees:

i) Indicate the number of Project Employees that are paid Hourly Wages equal to or greater than $10.88:	
ii) What percentage of Project Employees are paid Hourly Wages equal to or greater than $10.88? *{Divide amount reported in 2i) by amount reported in 1)}*	%

3) Total Hourly Compensation paid to the Project Employees:

i) Indicate the number of Project Employees that are paid Total Hourly Compensation equal to or greater than $12.51:	
ii) What percentage of Project Employees are paid Total Hourly Compensation equal to or greater than $12.51? *{Divide amount reported in 3i) by amount reported in 1)}*	%
iii) What percentage of Project Employees are offered at least one company paid Employee Benefit?	%

JOB TARGETS AND MINIMUM WAGE TARGETS

As required by the Agreement, the Company must meet established Job Targets and Minimum Wage Targets for each Fiscal Year. Failure to achieve at least ninety percent (90%) of the Job Target and Minimum Wage Target shall result in an automatic reduction of available Incentives for the succeeding Fiscal Year. The following Job Targets and Minimum Wage Targets were included in the Agreement:

Fiscal Year	Job Target	Minimum Wage Target
Fiscal Year 1	16	$20.46
Fiscal Year 2	18	$20.46
Fiscal Year 3	19	$20.46
Fiscal Year 4	19	$20.46
Fiscal Year 5	19	$20.46
Fiscal Year 6	19	$20.46
Fiscal Year 7	19	$20.46
Fiscal Year 8	19	$20.46
Fiscal Year 9	19	$20.46
Fiscal Year 10	19	$20.46

COMPLETE: For the Fiscal Year ending October 31, 20__, which is Fiscal Year __, the Company is reporting the following:

The calculation is based on (check the box that applies):
□ 12 months OR □ the following number of payroll periods: _____

	A	B	C	D
	Period	**Number of Project Employees above the Base Employment**	**Average of the Total Hourly Compensation paid to the Project Employees**	**Number of Base Employees**
1			$	
2			$	
3			$	
4			$	
5			$	
6			$	
7			$	
8			$	
9			$	
10			$	
11			$	
12			$	
13			$	
14			$	
15			$	
16			$	
17			$	
18			$	
19			$	
20			$	

	A	B	C	D
	Period	Number of Project Employees above the Base Employment	Average of the Total Hourly Compensation paid to the Project Employees	Number of Base Employees
21			$	
22			$	
23			$	
24			$	
25			$	
26			$	
27			$	
28			$	
29			$	
30			$	
31			$	
32			$	
33			$	
34			$	
35			$	
36			$	
37			$	
38			$	
39			$	
40			$	
41			$	
42			$	
43			$	
44			$	
45			$	
46			$	
47			$	
48			$	
49			$	
50			$	
51			$	
52			$	

	TOTAL		$	N/A
	AVERAGE *{Divide the TOTAL by the number of Periods}*		$	N/A

1) Indicate the Job Target for the Fiscal Year __: _____

a) Percent of Job Target achieved: _____%
{Divide Average amount reported in Column B by Job Target in 1)}

2) Indicate the Minimum Wage Target for the Fiscal Year __: $_____

a) Percent of Minimum Wage Target achieved: _____%
{Divide Average amount reported in Column C by Minimum Wage Target in 2)}

BASE EMPLOYMENT

The Base Employment is required to be maintained during the reported Fiscal Year and the Company may never fall below the minimum level indicated in the definitions above or the availability of Incentives may be impaired. If any of the employees who are included in the Base Employment cease working for the Company, the first hired/longest employed Project Employee shall replace the employee lost from the Base Employment. None of the persons considered to be part of the Base Employment, including any Project Employees that subsequently became part of the Base Employment in order to maintain the Base Employment number, should be included in the information reported in numbers 1-3 of the Minimum Requirements above or Columns B and C of the Job Target and Minimum Wage Target above.

REQUIRED ATTACHMENT: Listing of the Base Employment as of Fiscal Year End.

INCENTIVES

Indicate the total amount of Incentives (Credits)
claimed for the reported Fiscal Year: $_____

[Signature Page Immediately Follows]

The amounts reported in this affidavit are true and accurate to the best of my knowledge. Evidence of the amounts reported is kept by the Company and is available for review by a representative of the Authority at any time pursuant to the Agreement.

KENTUCKY KINGDOM, LLLP
a Kentucky limited liability limited partnership

_____
[Signature of Individual]

_____
[Printed Name]

_____
[Date]

STATE OF: _____)
COUNTY OF: _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20___, by _____ as _____ [Title] of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership, on behalf of said partnership.

My commission expires: _____

_____
NOTARY PUBLIC

(SEAL)

Please submit this report to the following address:

Cabinet for Economic Development
Compliance Division
Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601

FORM # 19722

EXHIBIT B

ANNUAL AFFIDAVIT OF COMPANY OFFICER RELATED TO REQUIRED EMPLOYMENT, REQUIRED WAGES, BASE EMPLOYMENT, JOB TARGET AND MINIMUM WAGE TARGET

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership (the "Company"), whose Federal Employer Identification Number is 36-4752429, I am authorized by the Company to submit this Affidavit to the Kentucky Economic Development Finance Authority ("Authority") on behalf of the Company with respect to the Tax Incentive Agreement by and between the Authority and the Company ("Agreement"). All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Definitions:

Activation Date means _____, 20__ being within two years of the date of the Authority's Final Approval of the Project or such earlier date as established pursuant to Section 2.2 of the Agreement.

Base Employment is the number of Full-Time Employees employed by the Company at the Project that are residents of the Commonwealth as of the date of Preliminary Approval. The Base Employment for the Project is thirteen (13) employees.

Employee Benefits are nonmandated costs paid for an employee for: health insurance; life insurance; dental insurance; vision insurance; defined benefits; or as contributions to a qualified cash or deferred compensation arrangement within the meaning of Section 401(k) of the Internal Revenue Code or similar qualified plans.

Fiscal Year 1 means the period of time commencing on the Activation Date and ending on such date that is the Company's first fiscal year end following the Activation Date. Any references to "Fiscal Year 2," "Fiscal Year 3," "Fiscal Year 4," etc. shall mean the second, third, fourth, etc. fiscal year of the Company following Fiscal Year 1, respectively (each individually, a "Fiscal Year").

Full-Time Employees are Kentucky residents employed by the Company at the Project for a minimum of thirty-five (35) hours per week and are subject to the personal income tax imposed by KRS 141.020.

Hourly Wage is the rate of compensation, excluding Employee Benefits, paid to an employee of the Company expressed in the form of dollars per hour based on a two thousand eighty (2,080) hour work year.

New Employee is a Kentucky resident who was not an employee of the Company working at the Project site on the date of Preliminary Approval and whose job was created as a result of the Project.

Project Employee is an employee of the Company who is both a New Employee and a Full-Time Employee hired as a result of the Project after Preliminary Approval and working at the Project site.

BASE EMPLOYMENT

The Base Employment is required to be maintained during the reported Fiscal Year and the Company may never fall below the minimum level indicated in the definitions above or the availability of Incentives may be impaired. If any of the employees who are included in the Base Employment cease working for the Company, the first hired/longest employed Project Employee shall replace the employee lost from the Base Employment. None of the persons considered to be part of the Base Employment, including any Project Employees that subsequently became part of the Base Employment in order to maintain the Base Employment number, should be included in the information reported in numbers 1-4 above or the Job Target and Minimum Wage Target above.

REQUIRED ATTACHMENT: Listing of the Base Employment as of the Activation Date.

The amounts reported in this affidavit are true and accurate to the best of my knowledge. Evidence of the amounts reported is kept by the Company and is available for review by a representative of the Authority at any time pursuant to the Agreement.

KENTUCKY KINGDOM, LLLP
a Kentucky limited liability limited partnership

_____
[Signature of Individual]

_____
[Printed Name]

_____
[Date]

STATE OF: _____)
COUNTY OF: _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20___, by _____ as _____ [Title] of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership, on behalf of said partnership.

My commission expires: _____

_____
NOTARY PUBLIC

(SEAL)

Please submit this report to the following address:

Cabinet for Economic Development
Compliance Division
Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601

FORM # 19722

EXHIBIT C

AFFIDAVIT OF COMPANY OFFICER RELATED TO CONSENT TO ACCELERATE THE ACTIVATION DATE

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership (the "Company"), whose Federal Employer Identification Number is 36-4752429, I am authorized by the Company to submit this Affidavit to the Kentucky Economic Development Finance Authority (the "Authority") on behalf of the Company with respect to the Tax Incentive Agreement between the Authority and the Company ("Agreement"). All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

The Activation Date is defined as June 26, 2016, in Section 1.1 of the Agreement. Article II of the Agreement allows acceleration of the Activation Date upon Company certification that the requirements set forth in Article IV of the Agreement have been met and all parties to the Agreement have executed this Consent to Accelerate.

I hereby certify to the Authority that the Company has met the requirements set forth in Article IV of the Agreement and request the Activation Date of the Agreement be accelerated to _____, 20__. The Company has provided Exhibit A to the Authority as evidence that the requirements have been achieved. I also acknowledge and consent to amendment of all references to the Activation Date in the Agreement and all exhibits thereto to this accelerated Activation Date upon execution by all parties of this Consent.

KENTUCKY KINGDOM, LLLP
a Kentucky limited liability limited partnership

_____
[Signature of Individual]

_____
[Printed Name]

_____
[Date]

STATE OF: _____)
COUNTY OF: _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20___, by _____ as _____ [Title] of Kentucky Kingdom, LLLP, a Kentucky limited liability limited partnership, on behalf of said partnership.

My commission expires: _____

_____
NOTARY PUBLIC

(SEAL)

Please submit this report to the following address:

Cabinet for Economic Development
Compliance Division
Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601

AUTHORITY ACKNOWLEDGEMENT

The Authority hereby consents to acceleration of the Activation Date to _____, 20__. All references in the Agreement and all exhibits thereto to the Activation Date shall be amended to refer to this accelerated date and no formal action by the Authority is necessary.

Due to the acceleration of the Activation Date, the Job Target and Minimum Wage Target dates set forth in Section 1.1, the Term set forth in Section 2.1 and dates for annual maximum limitations on Confirmed Approved Costs set forth in Section 6.8 shall also be adjusted to be consistent with the accelerated Activation Date.

Kentucky Economic Development Finance Authority

_____
[Signature of Executive Director or Deputy Executive Director]

_____
[Title]

_____
[Date]