

FIRST AMENDMENT TO
UNIVERSITY NORTH PARK TIF
DEVELOPMENT AGREEMENT NO. 6

This First Amendment to University North Park TIF Development Agreement No. 6 (“**Amendment**”) is made and entered into effective as of the ____ day of _____, 2019 (the “**Effective Date**”), by and between the NORMAN ECONOMIC DEVELOPMENT COALITION (“**NEDC**”), a not for profit corporation organized under the laws of the State of Oklahoma, IMMUNO MYCOLOGICS, INC. (“**IMMY**”), a for-profit corporation authorized to transact business in the state of Oklahoma, and the NORMAN TAX INCREMENT FINANCE AUTHORITY (the “**NTIFA**”), a public trust having the City of Norman, Oklahoma (the “**City**”) as its beneficiary, with reference to the following:

A. NEDC, IMMY, and NTIFA are parties to a certain University North Park TIF Development Agreement No. 6, dated January 28, 2014 (the “**Agreement**”). Capitalized terms that are not defined in this Amendment have the meanings given to such terms in the Agreement.

B. NEDC, IMMY, and NTIFA desire to put forth this Amendment to the Agreement to amend certain repayment obligations as set forth in this Amendment.

In consideration of the mutual covenants in this Amendment and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Seller and Buyer agree as follows:

1. Release of NEDC’s Repayment Obligations. In exchange for the reduction in the amount of TIF funds that will be made available for economic development opportunities, the parties have agreed to waive, release, and fully discharge all of NEDC’s repayment obligations contained in the Agreement. Therefore, Section 3(f) of the Agreement is hereby deleted in its entirety. The intent of this Amendment is to fully and absolutely relieve the NEDC from any and all repayment obligations to NTIFA or the City that arise out of or relate to the Agreement, the University North Park TIF, or any of the other development agreements between the NEDC, NTIFA, and/or the City. In the event of any ambiguity, this provision is to be interpreted broadly so as to create a presumption that any and all repayment obligations of NEDC shall fall under the terms of this release provision and such repayment obligations shall be presumed to be absolutely waived, released, and discharged.

2. No Other Amendments. Except as amended by this Amendment, the Agreement remains in full force and effect in accordance with its terms.

3. Counterparts. This Amendment may be separately executed in counterparts, which when so executed will be deemed to constitute one and the same agreement. This Amendment may be executed and delivered by facsimile or other electronic transmission.

[signatures on following page]

NEDC:

NORMAN ECONOMIC DEVELOPMENT COALITION,
an Oklahoma not for profit corporation

By _____
Name: _____
Title: _____

Date executed: _____, 2019

IMMY:

IMMUNO MYCOLOGICS, INC,
an Oklahoma for profit business corporation

By _____
Name: _____
Title: _____

Date executed: _____, 2019

NTIFA:

NORMAN TAX INCREMENT FINANCE AUTHORITY,
A public trust

By _____
Name: _____
Title: _____

Date executed: _____, 2019