

**AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 5**

**RELATED TO DEVELOPMENT OF THE  
NORMAN UNIVERSITY NORTH PARK PROJECT**

**BY AND AMONG**

**THE CITY OF NORMAN, OKLAHOMA**

**AND**

**NORMAN TAX INCREMENT FINANCE AUTHORITY**

**AND**

**UNIVERSITY NORTH PARK, LLC**

**AND**

**UNIVERSITY TOWN CENTER, LLC**

**AND**

**UNP REALTY INVESTORS, LLC**

**DATED AS OF April 28, 2016.**

**AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 5**

**RELATED TO DEVELOPMENT OF THE UNIVERSITY NORTH PARK PROJECT**

**THIS AMENDMENT NO. 1 TO DEVELOPMENT AGREEMENT NO. 5 SETTING FORTH OBLIGATIONS RELATED TO DEVELOPMENT OF THE UNIVERSITY NORTH PARK PROJECT** (the "Agreement") is made on or as of the 28 day of April, 2016, by and between **THE CITY OF NORMAN**, an Oklahoma municipal corporation (the "City"), the **NORMAN TAX INCREMENT FINANCE AUTHORITY**, an Oklahoma public trust (the "Authority" or "NTIFA"), **UNIVERSITY NORTH PARK, LLC**, an Oklahoma limited liability company ("UNP"), which is a wholly-owned subsidiary of The University of Oklahoma Foundation, Inc. (the "OU Foundation") (as defined herein), **UNIVERSITY TOWN CENTER, LLC**, an Oklahoma limited liability company (the "Developer" or "UTC"), and **UNP REALTY INVESTORS, LLC**, an Oklahoma limited liability company and wholly owned subsidiary of the OU Foundation (the "Purchaser"), which are collectively herein referred to as "Parties."

**WITNESSETH:**

WHEREAS, the City, by Ordinance No. O-0506-66, adopted May 23, 2006 (the "TIF Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 851, *et seq.*, adopted and approved the Norman University North Park Project Plan (the "Project Plan") and the project therein described (the "Project"); and

WHEREAS, the Project supports achievement of the City's economic development and redevelopment objectives for the Project Area, including reversal of urban stagnation, creation of a catalyst for expanding employment, attraction of major investment, preservation and enhancement of the tax base, and facilitation of investment, development and economic growth otherwise difficult, unlikely or impossible without the Project; and

WHEREAS, the City, as authorized in the Project Plan, has designated the Authority to undertake the financing, construction and development in support of the economic development activities and objectives of the Project; and

WHEREAS, pursuant to the Project Plan, the City and other parties have entered into a number of agreements relating to various facets of the development of University North Park and the use of Tax Increments in such development activities, which agreements are more particularly identified on Exhibit A hereto.

WHEREAS, the City, UNP, and the Developer have heretofore entered into the Master Agreement, (as hereinafter defined) for the purpose of providing a framework for the development of University North Park (as hereinafter defined); and

WHEREAS, the performance of the respective obligations of UNP and the Developer pursuant to the Master Agreement and the Project Plan is expected to generate several hundred million dollars of new investment and development, substantial new tax revenues, and significant net direct value to the City solely from commitments to transfer property to or for the benefit of the City or its designees by the Developer and UNP; and

WHEREAS, acting pursuant to the Master Agreement, the City, NTIFA, UNP, the Developer and the Purchaser entered into Development Agreement No. 5 to provide certain commitments including promotion of the development of a retail shopping center that will draw shoppers throughout the region and establish the appropriate timing of such a retail center in the Project Area, and the identification and facilitation of a transfer of the Cultural Facility Land of approximately two (2) acres in close proximity of the JQH Conference Center for use as an exhibit hall, cultural facility or other similar use, all to generate economic impacts and benefits desired by the community and provided by the Project Plan;

WHEREAS, the obligation of the Developer to sell additional land contiguous to the Cultural Facility Land under Development Agreement No. 5 expired on June 30, 2015; and

WHEREAS, retail expansion of the type envisioned for the Lifestyle Center or other concept reasonably acceptable to the Authority is not occurring as quickly as was anticipated when Development Agreement No. 5 was adopted by the Parties; and

WHEREAS, the Parties remain committed to the goal expressed in the Project Plan and Development Agreement No. 5 that the retail space referred to as the Lifestyle Center in the Project Plan should be designed to draw retail shoppers not currently shopping in the City of Norman and should complement retail stores existing in Norman outside of the Project Area.

NOW THEREFORE in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the others to reaffirm all provisions of Development Agreement No. 5 except as amended or supplemented as follows:

**ARTICLE IV. LIFESTYLE CENTER, CULTURAL FACILITY, PROJECT AREA AMENITIES, MASTER PLANNING OF UNDEVELOPED AREAS**

**SECTION 4.4.1 DEVELOPMENT OF REGIONAL DRAW GOALS.** The Parties remain committed to retail development concepts for the Lifestyle Center that meet the goal of creating a regional draw, i.e. a draw of retail shoppers not currently shopping in the City. The Parties recognize that the anchor tenant for the Lifestyle Center will likely be selected first and that the Anchor will want input on surrounding development and design.

**SECTION 4.4.2 LIFESTYLE CENTER DESIGN.** The Parties agree to explore urban design, walkability, and mixed use possibilities for the Lifestyle Center. The Developer commits to cooperate with the NTIFA and the City to engage a firm hired to explore such urban design options that will enhance connectivity and walkability between the retail, recreation, restaurant, and hotel components in the Project Area. These options may include potential location of an anchor within the Lifestyle Center with direct street frontage to enhance visibility.

**SECTION 4.4.3 EXTENSION OF LIFESTYLE CENTER DEADLINE.** The Parties, in recognition of good faith efforts by the Developer to identify an appropriate Anchor tenant that meets the regional draw goals set forth by the Parties and related agreements, in recognition of delayed retail expansion by desired retailers meeting those goals, and in recognition of the other considerations made herein, the Parties agree that the deadline for shell completion of 250,000 square feet of retail space referenced in Section 4.3 of Development Agreement No. 5 is extended to June 30, 2023. Should the Developer opt to use a design for the

Lifestyle Center that achieves mutually agreeable urban design, walkability, and/or mixed use development concepts, the deadline for shell completion of 250,000 square feet of retail space shall be further extended through June 30, 2026.

**SECTION 4.5.1 ACKNOWLEDGEMENT OF QUALIFYING STORE FOR SHELL COMPLETION OF 250,000 SQUARE FEET OF RETAIL SPACE.** Development Agreement No. 5 acknowledged that the Crest Store, although not proposed to be located within the area understood to be the Lifestyle Center, would be recognized as qualifying towards the required 250,000 square feet of shell completion of Lifestyle Center retail space for the limited purpose of reducing the public infrastructure reimbursement provision set forth in Section 4.7 of Development Agreement No. 5 provided the following requirements are met: (1) the store is not relocating from within the Norman City limits, and (2) provided it demonstrates after the first twelve months of operation that it generates an anticipated minimum sales volume of not less than \$175 per square foot of its retail space. The Parties have confirmed that these requirements have been met and agree that the 250,000 square feet requirement for the Lifestyle Center to avoid public infrastructure reimbursement provisions is hereby reduced by 104,222 square feet to 145,778 square feet. The Developer reconfirms its intent to construct the additional retail space located in the designated Area 5 on Exhibit E, and consistent with the Project Plan such additional retail space will be designed to draw retail shoppers not currently shopping in the City of Norman and will complement retail stores existing outside of the Project Area. The Parties agree that the obligation to reimburse for public improvements as set out in 4.7, 4.71, and 4.72 below shall be released with the occurrence of the following:

- (a) At least 145,778 square feet of retail space of shell completion is constructed in the designated Area 5 on Exhibit F;
- (b) Unless otherwise approved by NTIFA, retail stores recruited to fill the shell retail space in the designated Area 5 on Exhibit E shall be stores not operating in Norman prior to construction of the Lifestyle Center; and
- (c) Retail stores shall demonstrate an average of at least \$175 of retail sales per square foot when considering all stores located in the Lifestyle Center for a full year following the completion of at least 145,778 square feet of retail space.

Provided, however, credit to reduce the public improvement reimbursement amounts set out in 4.7, 4.71, and 4.72 may be earned incrementally based on construction of the building and occupancy of a qualifying retail store(s) in the Lifestyle Center at the rate of \$56.94 of credit per square foot. In order to qualify for incremental credit, the retail stores must meet regional draw goals as set forth in the Project Plan, specifically criteria (a)-(c) in the preceding paragraph. Any incremental credit earned will be based on retail floor space and annual retail sales subject to sales tax.

**SECTION 4.6.1 SUBSTITUTE DONATION TO REPLACE ORIGINAL DONATION.** Section 4.6 of Development Agreement No. 5 provides that the Developer would donate two (2) acres of land to the City for development as a Cultural Facility in accordance with the Project Plan. Section 4.6 identified the location of the "original donation" but also provided for a "substitute donation" at no cost to the City if the original donation was not sufficient in size

and no contiguous land was available for purchase. The Developer and the City hereby agree to a substitute donation of Cultural Facility Land to be located generally as depicted in Exhibit A, provided the final location may be adjusted along the southern property line if necessary to enhance feasibility of the Cultural Facility as approved by the NTIFA. Title to the substitute donation will not transfer until development commences and will be concurrent with the sale of additional land, if any, as provided in Section 4.6.2.

**SECTION 4.6.2 SALE OF ADDITIONAL LAND FOR THE DEVELOPMENT OF A CULTURAL FACILITY.** The Developer agrees to reserve additional land, approximately 1.5 acres in size, contiguous to the substitute donation as determined under Section 4.6.1, for sale to the City. The Developer agrees to reserve this additional land to sell to the City for a price of \$5 per square foot at the City's option until June 30, 2026. Should the City purchase additional land, it shall be considered part of the Cultural Facility Land.

**SECTION 4.6.3 SALE OF ADDITIONAL LAND FOR DEVELOPMENT OF A REGIONAL DRAW ENTERTAINMENT VENUE.** In order to permit the City to explore the feasibility of a proposed Regional Draw Entertainment Venue, the Developer agrees to reserve additional land, approximately 16.87 acres in size, (contiguous to the substitute donation land referenced in Section 4.6.1 and additional City purchase option land referenced in Section 4.6.2), as depicted as Parcel 3 on Exhibit A1 for sale to the City pursuant to the terms hereof (the "Additional Land"). The Developer agrees to grant the City an option to purchase the Additional Land for a purchase price of \$5.50 per square foot. The Additional Land is to be used by the City and/or any other purchaser exclusively for development of a Regional Draw Entertainment Venue. To provide a proper evaluation period of the feasibility of such a Regional Draw Entertainment Venue, the option to purchase the Additional Land shall extend for thirty (30) months from the date of this Agreement provided that additional extensions will be granted by the Developer upon the City providing Developer information that demonstrates progress toward project realization that shall include, without limitation, identification of the type of Regional Draw Entertainment Venue to be constructed, financial projections, site plans, commitments by tenants necessary to make the project feasible (which shall include at a minimum a Letter of Commitment to the project from a significant tenant issued within the first twenty-four (24) months of the term of the option), and to the extent necessary for feasibility, commitments by public bodies to provide and/or assist with project financing. The City agrees to provide such information to the Developer as it becomes available to the City and the Developer agrees to treat all such information as confidential. Additional extensions to the term of this option to purchase the Additional Land pursuant to the terms hereof shall not be granted beyond June 30, 2026. Should the City purchase the Additional Land, the purchase contract will include reservation of appropriate access easement from Parcel 2 to ensure accessibility to storm water runoff systems that may be located on or across Parcel 3, as depicted on Exhibit A1. If the City determines that the proposed Regional Draw Entertainment Venue is not feasible or otherwise abandons the project, this Section 4.6.3 shall terminate.

**SECTION 4.7 REIMBURSEMENT FOR PUBLIC IMPROVEMENTS.** Add the following paragraph. "The Parties hereby agree and affirm that previous agreements require the Developer to reimburse the City for certain public improvements that were made in anticipation of and to help foster full build out of the Project Area. The Parties acknowledge the following reimbursements required to be paid by the Developer to the Authority should the



Developer fail to construct the remaining 145,778 square feet of shell retail space by the deadlines set forth in Section 4.4.3 herein.”

4.7.1 Reimbursement of I-35/UNP TIF Frontage Road Costs. Add the following sentence. “The Parties acknowledge that the Frontage Road and roadway connection to 24<sup>th</sup> Ave. NW has been completed and the reimbursement amount is set at \$2.4 million.”

4.7.2 Legacy Park Construction Costs. In accordance with prior agreements, Developer shall reimburse the Authority \$5.9 million towards Legacy Park Construction Costs. The reduction in the reimbursement amount for Legacy Park Construction Costs for donation of Cultural Facility Land set forth in Section 4.7.2.a of Development Agreement No. 5 remains unchanged.

**SECTION 4.8.1 OPENING OF LEGACY PARK.** The Parties acknowledge that Legacy Park has been developed and opened to the public on September 17, 2015 which satisfies the development timeline specified in 4.8(a) of Development Agreement No. 5.

**SECTION 4.8.2 DEADLINE TO DEVELOP CULTURAL FACILITY LAND.** The Developer and the City agree that the City will have until June 30, 2026 to develop the Cultural Facility Land or the timeline specified in Section 4.8, whichever is longer. If the Cultural Facility Land is not developed within that timeframe, the City agrees to deed the Cultural Facility Land back to Developer at the same price for which it was obtained by the City.

**SECTION 4.9.1 LIFESTYLE CENTER COSTS.** The Parties recognize that the Project Plan provides for making available funding in an amount up to \$8.25 million for Lifestyle Center Costs to facilitate retail development. To qualify for consideration for any Lifestyle Center Costs, two of the three following criteria related to location and retail sales per square foot were required to be met: (1) The retail store must be one that does not currently exist in a 21 mile radius of the Increment District, (2) The retail store must demonstrate an anticipated minimum sales volume of not less than \$175 per square foot of its retail store (for stores larger than 10,000 square foot) or not less than \$275 per square foot (for stores of 10,000 square feet or smaller), or (3) The retail store shall be relocated from outside the city limits of the City of Norman. The Parties agree that, to develop the Lifestyle Center with the goal of creating a regional draw, the sales per square foot targets should be adjusted to include the following criteria:

- a. The retail store associated with the Lifestyle Center Costs does not currently exist within Norman; and
- b. The retail store shall be able to demonstrate an anticipated minimum sales volume of no less than \$300 per square foot of its retail space (for stores larger than 10,000 square feet) or not less than \$400 per square foot of its retail space (for stores of 10,000 square feet or smaller); and
- c. Parcel development plan for retail store incorporates urban design elements of walkability, and connectivity.

## **SECTION 4.10. PROJECT AREA AMENITIES**

**SECTION 4.10.1 ROBINSON STREET ENTRANCE.** A preliminary design for an entrance into the Project Area has been completed for the entrance at Robinson Street and 24<sup>th</sup> Avenue NW (the "Robinson Street Entrance"). An image of the design for the Robinson Street Entrance is attached as Exhibit B. The Parties agree that final design for the Robinson Street Entrance will be completed within three months of the date of approval of this Agreement, with bidding to occur after July 1, 2016, and construction to be completed by UTC as soon thereafter as practical with a goal of completing the Robinson Street Entrance construction by November 15, 2016.

**SECTION 4.10.2 LIFESTYLE CENTER ENTRANCE.** A preliminary design for an entrance into the planned Lifestyle Center at 24<sup>th</sup> Avenue NW and Legacy Park Drive (the "Lifestyle Center Entrance") has been completed and presented to the Parties. In recognition of the likelihood that an anchor tenant for the Lifestyle Center will want input into the design of the Lifestyle Center Entrance, the Parties agree that the entrance should not be constructed until the first anchor tenant has committed to locating in the Lifestyle Center, unless the Developer requests an accelerated construction schedule. Any cost sharing arrangement or construction schedule for the Lifestyle Center Entrance shall be subject to future negotiations among the interested parties.

**SECTION 4.10.3 TECUMSEH ROAD ENTRANCE.** Subject to the acquisition by UNP of necessary land at no cost to UNP, the City or the UNP Business Improvement District (BID), UNP commits to a design process and construction of an entrance into the Project Area at Tecumseh Road and 24<sup>th</sup> Avenue NW (the "Tecumseh Road Entrance"). Goppold and Associates will present to the Parties a conceptual design for the Tecumseh Road Entrance that will incorporate design elements used in Legacy Park and in the Robinson Street Entrance in order to tie these design components of the Project Area together. Following approval of conceptual design, Goppold and Associates will move forward with final design and cost estimates for the Tecumseh Road Entrance in order that the Tecumseh Road Entrance can be let out for bid.

**SECTION 4.10.4 COST SHARING ARRANGEMENT.** The Parties agree to the following cost sharing arrangement for the Robinson Street Entrance and the Tecumseh Road Entrances.

- a. "Cost of the Robinson Street and Tecumseh Road Entrances" shall include, but not be limited to design, design coordination, civil engineering, surveys, as-builts, geotech services, sight lighting and electrical design and installation services, permits, inspections, bonds, meters, construction, construction testing, construction administration, legal services, overhead and administration, development fees, landscape and irrigation installation.
- b. It is acknowledged an estimate of the Cost of the Robinson Street Entrance was provided by the Developer in 2013 through Goppold and Associates that reflected approximately \$300,000. Prior to moving forward with final design,

Goppold and Associates will present to the Parties a conceptual design for the Robinson Street Entrance that will incorporate design elements used in Legacy Park in order to tie these two components of the University North Park retail district together. Following approval of conceptual design, Goppold and Associates will move forward with final design and cost estimates for the Robinson Street Entrance in order that the Robinson Street Entrance can be let out for bid, such final design and cost estimates to be completed not later than the Summer of 2016. The work of Goppold and Associates on the Robinson Street Entrance from the date of this Amendment to Development Agreement No. 5 will be compensated as a Cost of the Entrances expense upon proper invoice and supporting documentation accepted by the NTIFA. Recognizing material inflation costs, the Parties agree to share in the actual Cost of the Robinson Street Entrance not to exceed \$300,000 (\$150,000 from UTC and \$150,000 from UNP BID). Actual Cost of the Robinson Street Entrance that exceeds these initial contributions, if any, shall be funded in accordance with subparagraph f below.

- c. As provided in subparagraph b of this Section, the Developer will pay one-half of the total Cost of the Robinson Street Entrance (not to exceed \$150,000). The Developer's contribution to a particular component of the Cost of the Robinson Street Entrance shall be paid over to the NTIFA based on the estimated cost of the component prior to the bid of that service. Once a particular component of the Cost of the Robinson Street Entrance has been completed and a final invoice has been received the NTIFA shall refund any excess amount not needed, hold the contribution to be applied to the next component, as requested by the Developer, or invoice the Developer for the additional cost not anticipated in the cost estimate, as the case may be.
- d. It is anticipated that the actual Cost of the Tecumseh Road Entrance will not exceed \$300,000. UNP will pay one-half of the total Cost of the Tecumseh Road Entrance (not to exceed \$150,000). Subject to concurrence of the UNP BID Board, the cost of the Tecumseh Road Entrance shall be shared equally between UNP (\$150,000) and the UNP BID (\$150,000). Actual Cost of the Tecumseh Road Entrance that exceeds these initial contributions, if any, shall be funded in accordance with subparagraph f below. UNP's contribution to a particular component of the Cost of the Tecumseh Road Entrance shall be paid over to the NTIFA based on the estimated cost of the component prior to the bid of that service. Once a particular component of the Cost of the Tecumseh Road Entrance has been completed and a final invoice has been received the NTIFA shall refund any excess amount not needed, hold the contribution to be applied to the next component, as requested by the Developer, or invoice the Developer for the additional cost not anticipated in the cost estimate, as the case may be.
- e. Business Improvement District funds that are not otherwise obligated to the maintenance of Legacy Park will be made available to pay one-half of the



total Cost of the Robinson Street Entrance and the Tecumseh Road Entrance. Should adequate funds from the Business Improvement District not be available to pay the BID's share of the Cost of the Robinson Street Entrance or the Tecumseh Road Entrance at the time the particular expenditure is being considered for bid, then Enhanced Landscaping funds shall be made available to cover this cost until such time as future Business Improvement District funds are collected to immediately reimburse the Enhanced Landscaping funds.

- f. Should it be estimated at any time that the Cost of the Robinson Street Entrance or the Tecumseh Road Entrance will exceed \$300,000 each, then the contributors shall confer to determine how to revise the project costs, or how to appropriately provide funding for the excess Cost of the Robinson Street Entrance or the Tecumseh Street Entrance, as the case may be, prior to awarding a bid for the particular component that would result in the excess Cost of the Entrance.

#### **SECTION 4.11. MASTER PLANNING OF UNDEVELOPED AREAS**

##### **SECTION 4.11.1 IDENTIFICATION OF UNP UNDEVELOPED AREAS.**

- a. UNP Undeveloped land. The Parties recognize that approximately 97.79 acres north of Rock Creek Road in the UNP TIF District has been planned for development as follows: (i) NEDC – Office – 30 acres; (ii) NEDC – Light Industrial – 30 acres; (iii) Cornerstone – Multifamily residential – 30 acres; (iv) University North Park Professional Center [Graves] – Office – 7.79 acres. Approximately 165 acres North of Rock Creek Road remains to be developed.
- b. UTC Undeveloped land. The Parties recognize that approximately 41.34 acres south of Rock Creek Road and east of 24<sup>th</sup> Avenue NW identified in previous planning efforts as the “Lifestyle Center” in the UNP TIF District has remained undeveloped.

**SECTION 4.11.2. MASTER PLANNING OF UNP LAND.** To determine a master plan strategy for the remaining acreage north of Rock Creek Road UNP shall move forward with its consultation with RTKL Associates Inc. (“RTKL”), to include the following tasks:

- a. Preparation of base map to include all previous and planned development on site;
- b. Analysis of data to develop a framework for development that locates key uses while providing for future flexibility based on market realities;
- c. Test fit a range of uses and densities appropriate for the Norman market incorporating concepts of walkability and urban design;
- d. Recommend optimal uses within the context of a larger plan that will provide an overall vision for University North Park.

**SECTION 4.11.3. COST SHARING OF RTKL CONSULTATION.** Costs for RTKL services are estimated to be forty thousand dollars (\$40,000). Services associated with property located north of Rock Creek Road are estimated to be twenty thousand dollars (\$20,000) all of which will be paid by UNP. Services associated with property located south of Rock Creek Road and the Lifestyle Center area in particular are estimated to be twenty thousand dollars (\$20,000) one-half of which will be paid by UTC and one-half of which will be paid by NTIFA at the conclusion of the work and after receiving the final report from the consultation

**SECTION 4.11.4. MASTER PLANNING OF UTC LAND.** To determine a development and recruitment strategy for the Lifestyle Center, NTIFA and UTC shall move forward with its consultation with Goppold Architecture, and to continue to work cooperatively with the NTIFA or a NTIFA funded consultant to include the following tasks:

- a. Consider potential anchor tenants in the Lifestyle Center after considering input from UTC representatives;
- b. Analysis of data and anchor information to develop a framework for development that locates key uses while providing for future flexibility based on market realities;
- c. Test fit a range of uses and densities appropriate for the Norman market incorporating concepts of walkability, urban design, and mixed use that will incorporate the Lifestyle Center development into Legacy Park, and the hotel complex immediately to the north of the Lifestyle Center area.
- d. Recommend optimal uses within the context of a larger plan that will provide an overall vision for Legacy Park, hotel complex, and Lifestyle Center as an entertainment district for University North Park.

**SECTION 4.11.5. COST SHARING OF UTC CONSULTATION.** UTC agrees to pay all costs and expenses reasonably incurred by Goppold Architecture to attend meetings with and to participate with NTIFA representatives or NTIFA consultants to receive input regarding the Master Planning of UTC Undeveloped land as described in Section 4.1.b.

**SECTION 4.11.6. IMPLEMENTATION OF MASTER PLANNING EFFORTS.** The Master Planning efforts outlined in this section are meant to be development tools to benefit planning for the overall development of the UNP TIF District. It is recognized by the parties that the development marketplace is dynamic in nature and that development decisions must be driven by overall economics of the development as dictated by the market. Participation in the Master Planning efforts shall not require that the recommendations be implemented by any party. External factors, including but not limited to, covenants filed of record, potential amendments to covenants, existing or future project financing arrangements, market forces, as well as potential public and private partnerships to further the Project Plan may impact implementation of the recommendations of the Master Plan.

- a. A Lifestyle Center Planning Committee shall be formed to promote collaboration between UTC and NTIFA in the development and implementation of the Master Plan for the

property located south of Rock Creek Road and including the Lifestyle Center. The Committee shall hold its first meeting in conjunction with a representative from RTKL to kick-off the master planning efforts and shall meet every March and October thereafter to review design concepts and potential tenants for the Lifestyle Center. The Committee shall be comprised of the following:

1. Two (2) representatives from UTC, and
2. The City/NTIFA Planning Director or his/her designee; and
3. The City's Retail Marketing Coordinator; and
4. One (1) representative from UNP; and
5. One (1) member of the UNP Architectural Review Board.

IN WITNESS WHEREOF, the City, the Authority, UNP, the Developer, and the Purchaser, as Parties to this Agreement, have caused this Agreement to be duly executed and delivered as of the date first above written.

**THE CITY OF NORMAN, OKLAHOMA**

By: Cindy Rosenthal  
Name: Cindy Rosenthal  
Title: Mayor

By: Brenda Hall  
Name: Brenda Hall  
Title: City Clerk  
(SEAL)



**NORMAN TAX INCREMENT FINANCE AUTHORITY**

By: Cindy Rosenthal  
Name: Cindy Rosenthal  
Title: Chairman

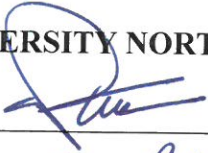
By: Brenda Hall  
Name: Brenda Hall  
Title: Secretary  
(SEAL)



Approved as to form and legality this 28 day of April, 2016.

[Signature]  
City Attorney/ General Counsel

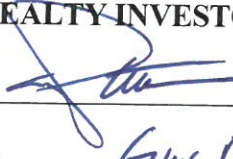
UNIVERSITY NORTH PARK, LLC

By: 

Name: Guy Patton

Title: Manager

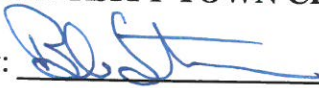
UNP REALTY INVESTORS, LLC

By: 

Name: Guy Patton

Title: manage

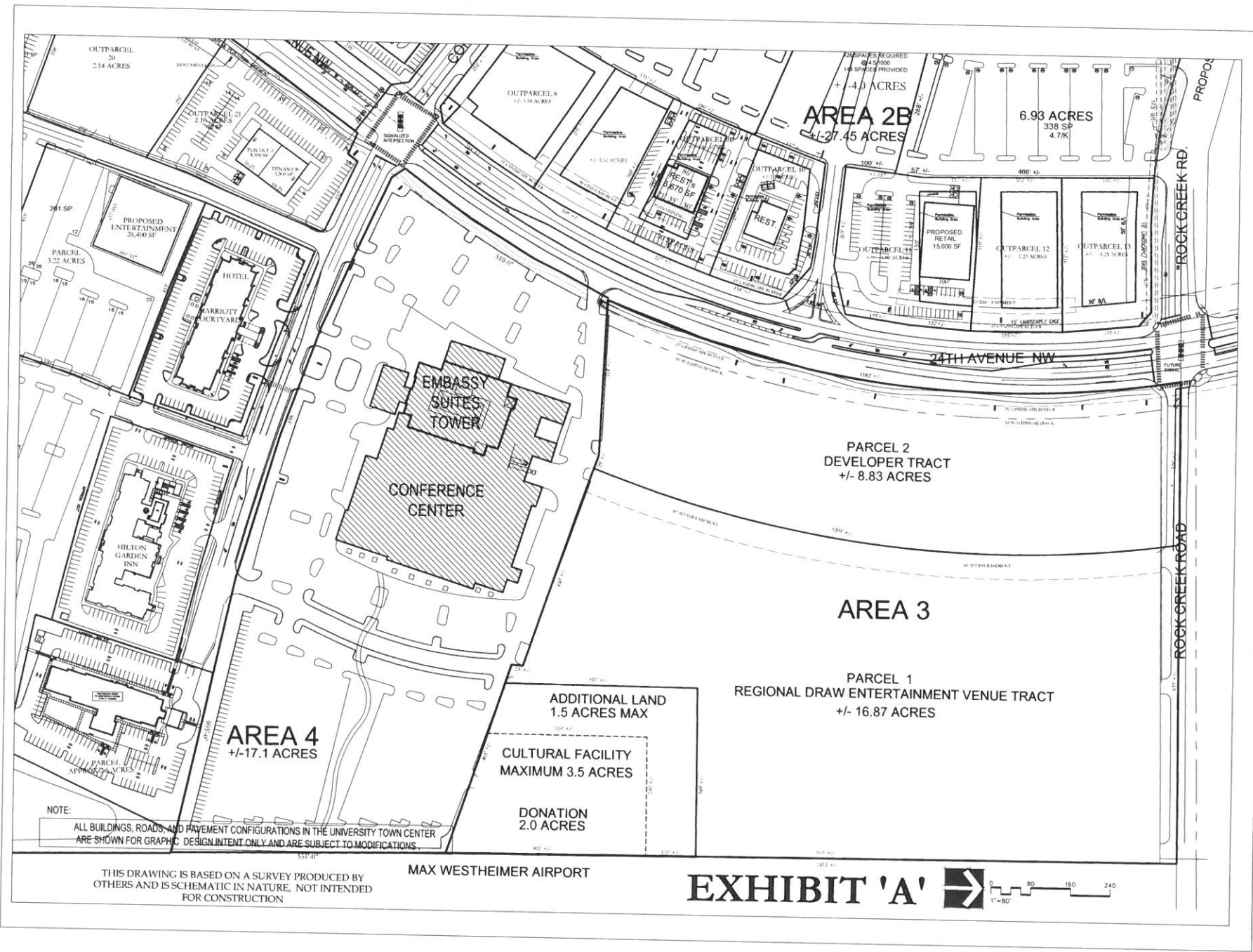
**UNIVERSITY TOWN CENTER, LLC**

By:  \_\_\_\_\_

Name: Bob Stearns

Title: Manager





NOTE:  
ALL BUILDINGS, ROADS, AND PAYMENT CONFIGURATIONS IN THE UNIVERSITY TOWN CENTER ARE SHOWN FOR GRAPHIC DESIGN INTENT ONLY AND ARE SUBJECT TO MODIFICATIONS.

THIS DRAWING IS BASED ON A SURVEY PRODUCED BY OTHERS AND IS SCHEMATIC IN NATURE, NOT INTENDED FOR CONSTRUCTION

MAX WESTHEIMER AIRPORT

**EXHIBIT 'A'**

SOONER INVESTMENT  
Commercial and Investment Real Estate  
338 Main Street, Suite 100, Norman, OK 73069  
(405) 882-2222

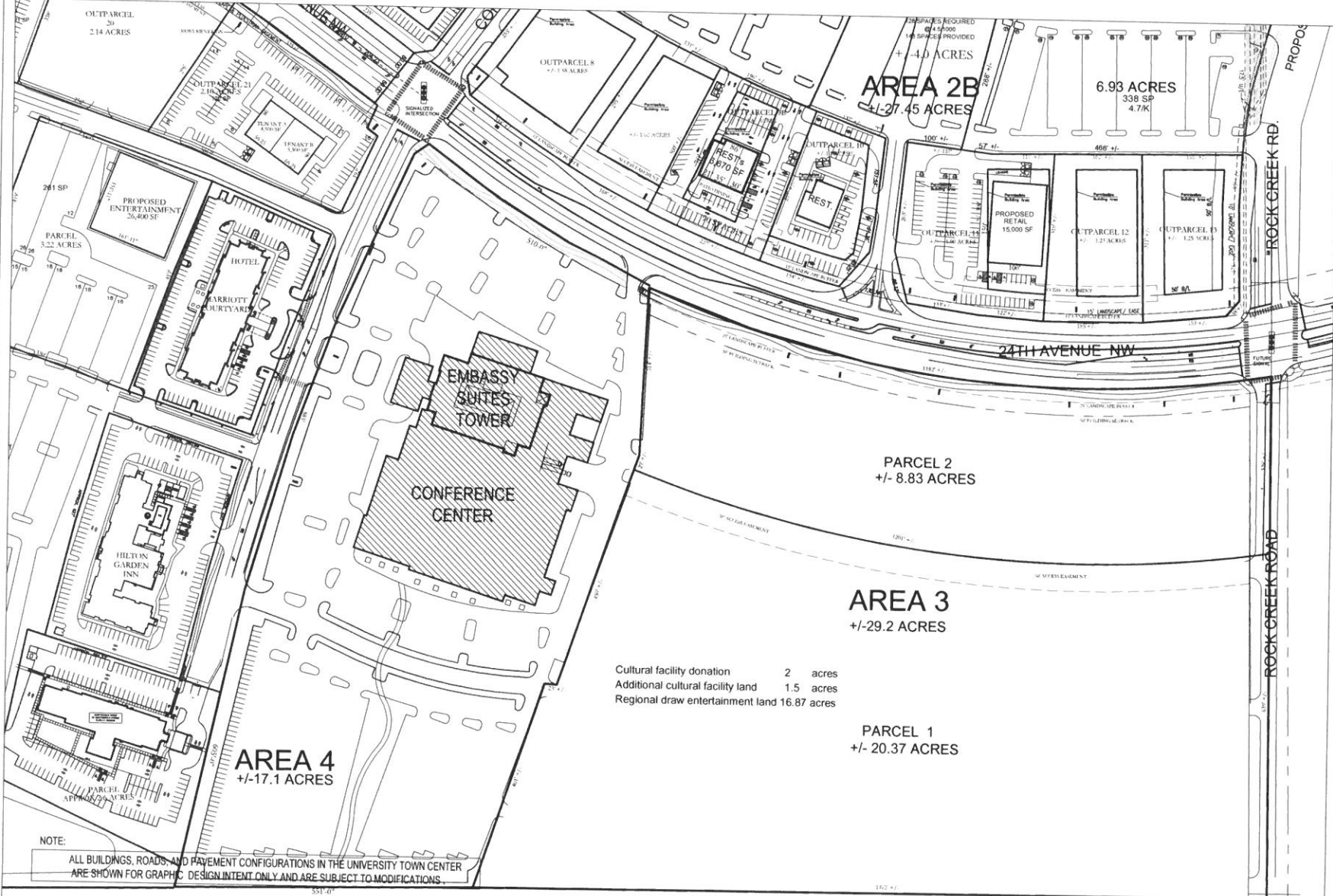


architecture  
GOOOO  
100 N. 28th Street, Suite 200  
Norman, Oklahoma 73069  
(405) 882-2222

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Project UNIVERSITY TOWN CENTER AT UNIVERSITY NORTH PARK NORMAN, OKLAHOMA  
Sheet Title SCHEMATIC SITE PLAN

PROJECT 08.00.30  
DATE 3-10-16  
SHEET LP-1



NOTE:  
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MAX WESTHEIMER AIRPORT

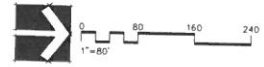


EXHIBIT A-1

SOONER INVESTMENT  
Commercial and Investment Real Estate  
3300 West 114th Street, Suite 100, Shawnee, OK 74801  
Tel: 405-276-4200 Fax: 405-276-4201



architecture  
GOOOD  
1000 N. CHERRY ST. SUITE 200  
NORMAN, OKLAHOMA 73061  
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FAX: 405-276-4201

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Project UNIVERSITY TOWN CENTER AT UNIVERSITY NORTH PARK NORMAN, OKLAHOMA  
Sheet Title SCHEMATIC SITE PLAN

PROJECT 08.001.30  
DATE 2-05-16  
SHEET LP-1