

## **FIRST AMENDMENT TO LOAN AGREEMENT**

This First Amendment to Loan Agreement (“First Amendment”) is entered into this 7<sup>th</sup> day of October, 2021, (“Effective Date”) by and between the Leon County Research and Development Authority, a public body governed by Chapter 159 (“Lender”), and Innovation Park TLH, Inc., a Florida not for profit corporation (“Borrower”).

WHEREAS, Lender and Borrower entered into that certain Loan Agreement dated April 4, 2019, (“Agreement”) where Lender agreed to provide Advances to Borrower with a Maximum Loan Amount of \$10,000 as further described in the Agreement; and

WHEREAS, Lender and Borrower agree to amend the Agreement, as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, Lender and Borrower hereby agree to amend and modify the Agreement as follows:

1. Recitals; Definitions. The above recitals are incorporated herein as true and correct. Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the Agreement.

2. The Loan. Section 3 of the Agreement is hereby amended to add: “The Maximum Loan Amount shall be adjusted by the remaining balance of any grant funds awarded to the Borrower which is available for the reimbursement of Advances by the Lender.”

3. Entire Agreement and Conflicts. Except as modified herein, there are no changes to the Agreement, and the Agreement as herein modified, is hereby ratified, reaffirmed, has been and remains in full force and effect. In the event of a conflict between the Agreement and this First Amendment, the terms of this First Amendment shall control.

4. Counterparts and Facsimile. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this First Amendment by the parties hereto may be evidenced by the transmission of facsimile or scanned emailed copies.

Lender and Borrower have executed this First Amendment as of the day and year first above written.

**BORROWER:**

**INNOVATION PARK TLH, INC.**

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Kevin Graham, President

**LENDER:**

**LEON COUNTY RESEARCH AND  
DEVELOPMENT AUTHORITY**

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Kevin Graham, Chair