

**FOURTH AMENDMENT TO CONTRACT FOR SALE OF LAND FOR  
PRIVATE REDEVELOPMENT**

**THIS FOURTH AMENDMENT** to that certain **CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT**, made on or as of the 16th day of April, 2013, by and between the **TULSA DEVELOPMENT AUTHORITY**, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1216 N. Lansing Avenue, Suite D, in the City of Tulsa (hereinafter called "City"), State of Oklahoma 74106; and **WILLIAM (WILL) WILKINS, CECILIA WILKINS, NOVUS HOMES, LLC, AND W3 DEVELOPMENT, LLC** (together hereinafter called "Purchaser"), whose mailing address is: c/o Jasen R. Corns, P.O. Box 410, Jenks, OK 74037.

**WITNESSETH:**

**WHEREAS**, in furtherance of the objectives of, and pursuant to, the Oklahoma Urban Redevelopment Law, 11 O.S., 38-101 et seq, the Seller has previously offered to sell and the Purchaser has offered to purchase certain real property (more particularly described in Schedule "A" annexed hereto and made a part hereof), hereinafter called "Property", and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of that certain **CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT** ("**Contract**"), made on or as of the 16th day of April, 2013; and,

**WHEREAS**, the parties have previously mutually agreed to a First Amendment of said Contract, effective as of August 8, 2013, which amendment included the extension of all deadlines in said Contract for an additional 60 days; and,

**WHEREAS**, the parties have previously mutually agreed to a Second Amendment of said Contract, effective as of January 9, 2014, which amendment included the extension of all deadlines in said Contract for an additional 90 days; and,

**WHEREAS**, the parties have previously mutually agreed to a Third Amendment of said Contract, effective as of October 9, 2014, which amendment included the extension of all deadlines in said Contract for an additional 60 days; and,

**WHEREAS**, Purchaser has requested a Fourth Amendment to said Contract to further extend the deadlines for requirements or conditions not previously satisfied, as set forth in the Contract, as previously amended, for an additional sixty (60) days (for a total extension of all such deadlines for requirements or conditions not previously satisfied, of an additional 240 days from those set forth in the Contract as originally executed) and to provide for certain conditions to permit an early closing of the purchase by Redeveloper; and,

**WHEREAS**, the parties agree and acknowledge that the proposed amendment of the Contract provide consideration to each of the parties hereto.

**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, as amended, each of them does hereby covenant and agree with the other as follows:

**SECTION 1. Amendment of Entire Agreement – Extension of Deadline Dates:**

The parties agree that the Contract shall be further amended to extend all deadline dates contained therein for an additional thirty (30) days from those deadlines as previously extended by the First and Second Amendments to said Contract such that all deadlines contained in the Contract as originally executed shall be and are hereby extended for a total of 180 days.

**SECTION 2. Amendment of Closing Conditions.**

Section 2(b) (“Closing-Time and Place for Delivery of Deed”) is hereby amended to permit the Purchaser to proceed with the Closing of the purchase of the Property prior to satisfaction of the conditions and requirements set forth in Section 5(b) (Document Design Phase) and Section 5(c) (Construction Financial Documentation Phase) of the Contract; PROVIDED that prior to the commencement of any construction activities, the Purchaser shall first satisfy the conditions and requirements set forth in Section 5(b) ( Document Design Phase) and Section 5(c) (Construction Financial Documentation Phase) and obtain the separate approval of the Authority’s Board of Commissioners as provided in said Subsections 5(b) and 5(c).

**SECTION 3. No Additional Amendment of Contract:**

The Seller and Purchaser agree and acknowledge that the Contract shall not be deemed to have been amended nor modified except as expressly provided herein and do further ratify the terms and conditions of said Contract as amended herein.

**IN WITNESS WHEREOF**, the Seller has caused this Fourth Amendment to be duly executed in its name and behalf by its Chairman and its seal to be hereunder duly affixed and attested by its Secretary, and the Purchaser has signed and sealed, if applicable, the same on or as of the day and year first above written.

**Dated and effective as of the 9th day of April, 2015.**

**TULSA DEVELOPMENT AUTHORITY**

**By: \_\_\_\_\_**  
**Julius Pegues, Chairman**

**Date: April 9, 2015**

**APPROVED:**

\_\_\_\_\_  
**Jot Hartley, General Counsel  
Tulsa Development Authority**

**SELLER**

By: \_\_\_\_\_ Dated: April \_\_\_\_, 2015  
**William (Will) Wilkins  
Individually and on behalf of Novus Homes, LLC as its Manager**

By: \_\_\_\_\_ Dated: April \_\_\_\_, 2015  
**Cecilia Wilkins  
Individually and on behalf of W3 Development, LLC as its Manager**

**PURCHASER**

c:\users\jot.hlf\documents\tda\board matters\2015\2015.4 april\fourth amendment to redevelopment contract with wilkins-novus homes 15.4.9.doc

**Schedule "A"**

**To FOURTH Amendment to Contract for Sale of Land for Private Redevelopment  
Seller – Tulsa Development Authority  
Buyer – Wilkins/Novus Homes, LLC/W3 Development, LLC  
Dated \_\_\_\_\_**

**Lots 1, 2, and 3, Block 44, Original Town, now City of Tulsa, Tulsa County, State of  
Oklahoma, according to the recorded Plat thereof.**

**Project Name: Parcel #**

**A/K/A ADDRESS:**

**TDA Disposition #**

c:\users\jot.hlf\documents\tda\board matters\2013.8 august\second amendment to redevelopment agreement- 1-9-14.doc