

**AGREEMENT FOR CONSENT TO SALE AND TRANSFER OF LAND SUBJECT TO  
CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT**

**THIS Agreement**, made on or as of the 15<sup>th</sup> day of December, 2015, 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 "TDA"), having its office at 1216 N. Lansing Avenue, Suite D, in the City of Tulsa, State of Oklahoma 74106; **THE VILLAGE AT CENTRAL PARK, L.L.C.**, an Oklahoma limited liability company (which is hereinafter called "Seller"), having its office at 754 S. Norfolk Avenue, Tulsa, OK 74120 and **SAMUEL A. RADER**, an individual, and/or **VCP, LLC**, an Oklahoma limited liability company (who is hereinafter called "Purchaser"), having his office at 8890 S. Sheridan Ave., Tulsa, OK 74133.

**WHEREAS**, TDA has previously entered into a Contract for Sale of Land for Private Redevelopment ("Contract #1") with Seller dated January 31, 2000, as amended, covering certain real property (in addition to other real property which is not the subject of this Agreement) more particularly described as follows:

Block 1 Lots 1 - 6 and Lots 12 - 16, The Village at Central Park, an Addition to the CITY OF TULSA, Tulsa County, State of Oklahoma, according to the recorded plat #5478 thereof (Oklahoma PUD No. 629).

hereinafter called "Property", and to redevelop the Property for and in accordance with the uses specified in the Downtown Master Plan, in the PlaniTulsa 2010 Tulsa Comprehensive Plan, in the Urban Renewal Plan for the City of Tulsa and the provisions of the Contract #1; and

**WHEREAS**, Seller has sold to Purchaser, and Purchaser has purchased from Seller, the Property, pursuant to a Contract of Sale or Real Estate dated April 9, 2015 ("Contract #2"), and TDA is willing, subject to certain terms and conditions as set forth herein, to consent and agree to such sale, subject to the terms and conditions of Contract #1 and the execution of a partial assignment of said Contract #1 in the form attached hereto; and

**WHEREAS**, the parties mutually desire to enter into this Agreement memorializing the terms and conditions by which TDA shall agree and consent to the sale of the Property by Seller to Purchaser.

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

1. Subject to satisfaction by Purchaser of the terms and conditions set forth in this Agreement and the terms, conditions, duties and covenants set forth in the Contract #1 and/or the provisions of the Special Warranty Deed filed of record in the office of the Tulsa County Clerk conveying title to the Property by TDA to Seller, TDA does hereby agree and consent to the sale of the Property by Seller to Purchaser which was closed on April 22, 2015, by a General Warranty Deed executed and delivered by Seller to Purchaser.

2. Seller sold and conveyed title to the Property directly to Purchaser pursuant to the terms of Contract #2.
3. Contemporaneously with the execution of this Agreement, the Purchaser and Seller shall execute and deliver to TDA the Partial Assignment of Contract for Sale of Land for Private Redevelopment (Partial Assignment) in the form attached hereto covering the Property.
4. The pro-rated sales price for the Property to Purchaser for the purposes of the conditions and remedies set forth in Contract #1 shall be the amount of \$660,000.00. This amount is intended to represent the purchase price paid by Purchaser to Seller at closing of Contract #2 for sale of the Property.
5. TDA shall prepare and file of record in the office of the Tulsa County Clerk a Caveat and Notice to the Public which shall give notice to the public of the existence of the Partial Assignment of Contract #1 from Seller to Purchaser and this Agreement for Consent to Sale between TDA, Seller and Purchaser. The terms, obligations and conditions contained in Contract #1 and this Agreement, insofar as they pertain to the Property, shall constitute covenants running with title to the Property and shall remain in effect until the issuance of a Certificate of Completion by TDA. Such Caveat and Notice to the Public shall also state and provide that title to the Property is subject to the terms and conditions set forth in the Special Warranty Deed by which TDA previously conveyed title to the Property to Seller.
6. The balance of the real property previously conveyed to Seller by said Special Warranty Deed (and not previously sold with the written approval of TDA) shall remain subject to the terms and conditions of Contract #1 between TDA and Seller as previously amended.
7. All other terms, conditions and provisions of Contract #1 between TDA and Seller, as previously amended, remain the same and the parties hereto hereby ratify and confirm all other terms and conditions set forth in said Contract #1, as previously amended.

**IN WITNESS WHEREOF**, the TDA, Seller and Purchaser have caused this Agreement to be duly executed in their respective names on or as of the day and year first above written.

**TULSA DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
 Roy Peters, Jr., Chairman

**“TDA”**

Date: \_\_\_\_\_

APPROVED:

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

**THE VILLAGE AT CENTRAL PARK, L.L.C.**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Robin M. Jamieson, Manager

Date: \_\_\_\_\_

**“Seller”**

\_\_\_\_\_  
Samuel A. Rader

Date: \_\_\_\_\_

**VCP, LLC**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Samuel A. Rader, Manager

Date: \_\_\_\_\_

**“Purchaser”**