

**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 15th 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 (hereinafter called "City"), State of Oklahoma 74106; **THE VILLAGE AT CENTRAL PARK, LLC**, an Oklahoma limited liability company, (which is hereinafter called "Seller"), having its office at 754 S. Norfolk Avenue, Tulsa, OK 74120 and **DARIN ALLEN ROSS and/or VCP, LLC** an Oklahoma limited liability company, having his office at 3509 S. Peoria Ave., Tulsa, OK 74105.

WHEREAS, TDA's has previously entered into a Contract for Sale of Land for Private Redevelopment ("Contract #1") with **THE VILLAGE AT CENTRAL PARK, LLC**, (hereinafter "Seller") certain real property more particularly described as follows:

All of Block 2, The Village at Central Park, an Addition to the CITY OF TULSA, Tulsa County, State of Oklahoma, according to the recorded plat #5478 thereof and including without limitation Lots 1-8 and Reserve "T" in said Block 2;

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 contracted to sell to and the Purchaser has contracted with Seller to purchase the Property 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 between TDA and Purchaser; 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.
2. Seller shall sell and convey title to the Property directly to Purchaser pursuant to the terms of an existing Contract for Sale of Real Property between Seller and Purchaser (Contract #2).

3. Prior to the closing of the sale of the Property by Seller to Purchaser, 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. At the closing of the sale of the Property by Seller to Purchaser, the TDA shall receive from the sales proceeds otherwise payable to Seller the sum not to exceed \$10,000.00 for reimbursement of actual expenses, fees and costs incurred by TDA in the negotiations, consideration, documentation and approval of TDA to such sale including, without limitation, administrative expenses, legal fees and other professional fees or expenses.
5. The pro-rated sales price for the Property to Purchaser for the purposes of the conditions and remedies set forth in Contract #2 shall be the amount of \$600,000.00. This amount is intended to represent the purchase price paid by Purchaser to Seller at closing of their contract for sale of the Property.
6. 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.

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.

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.

APPROVED:

TULSA DEVELOPMENT AUTHORITY

Jot Hartley, General Counsel
Tulsa Development Authority

By: _____
Roy Peters, Jr., Chairman
TDA

Date: _____

Company

**THE VILLAGE AT CENTRAL PARK,
LLC
An Oklahoma Limited Liability**

**By: _____
Robin M. Jamieson, Manager**

Date: _____

“Seller”

Company

**_____
Darin Allen Ross and/or VCP, LLC
An Oklahoma Limited Liability**

By Darin Allen Ross, Manager

Date: _____

“Purchaser”