

### Partial Assignment

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **THE VILLAGE AT CENTRAL PARK, L.L.C.**, an Oklahoma limited liability company (which is hereinafter called "Seller" or "Assignor"), having its office at 754 S. Norfolk Avenue, Tulsa, OK 74120, and **PEARL DEVELOPMENT, LLC**, an Oklahoma limited liability company (successor in interest to **DARIN ALLEN ROSS**, an individual) hereinafter called "Purchaser" or "Assignee", having its office at 3509 S. Peoria Ave., Tulsa, OK 74105.

By virtue of this Partial Assignment, Assignor hereby partially assigns, sells, conveys, and transfers by novation all of Assignor's interest in and to that certain Contract for Sale of Land for Private Redevelopment ("Contract #1") between the Tulsa Development Authority ("TDA") and Assignor dated January 31, 2000, as amended, insofar and only to the extent that such Contract #1 covers 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. (Oklahoma PUD No. 629),

hereinafter called "Property", subject to the express condition subsequent that Assignee shall 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 conditions, covenants and provisions of the said Contract #1, as amended, insofar and only to the extent that such Contract #1 covers the Property.

This Partial Assignment includes a proportionate part of the Deposit previously posted by Assignor with the TDA pursuant to Section 3 of Contract #1, in the sum of \$ \_\_\_\_\_. Said proportionate part of the Deposit shall be held by the TDA as security for the obligations of Assignee under Contract #1, as amended, which is assigned to Assignee pursuant to this Partial Assignment, and shall be returned to Assignor upon issuance of a final Certificate of Completion by the TDA for Contract #1. Assignee shall not be required to post any additional security or deposit for this Partial Assignment.

Assignor agrees that all rights and obligations of Assignor arising from the allocation or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Partial Assignment, are hereby included in this Partial Assignment and Assignee hereby agrees to accept same as if Assignee was the original redeveloper party to the aforesaid Contract #1 as amended, insofar and only to the extent that such Contract #1 covers the Property.

Assignee hereby accepts the assignment of said Contract #1, as amended, from Assignor and agrees to perform all of Assignor's duties and obligations under the said Contract #1, as amended, insofar and only to the extent that such Contract #1 covers the Property, and to hold harmless and indemnify Assignor therefor.

This Partial Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heirs and devisees and legal representatives. Assignor shall not by this Partial Assignment be released of its duties and obligations under Contract #1, as amended, by virtue of this Partial Assignment.

The TDA hereby approves and consents to this Partial Assignment, and shall be deemed to be a third party beneficiary of this Partial Assignment and, by virtue of its consent hereto, to have provided good and sufficient consideration to authorize it to enforce of the terms of this Partial Assignment as to Assignee. It is the intention of the parties that in the event a court of competent jurisdiction find that any provision or portion of this Partial Assignment is unenforceable for any reason, the balance and remainder of this Partial Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

Assignor and Assignee agree that this Partial Assignment shall be deemed governed by the laws of the State of Oklahoma and, further, each agrees to submit to the jurisdiction of the courts of Oklahoma.

Agreed, signed and made effective this 4th day of February, 2016.

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

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

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

**“Assignor”**

**Pearl Development, LLC**

By: \_\_\_\_\_  
Darin Allen Ross, Manager

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

**“Assignee”**

The Tulsa Development Authority (TDA) consents to the foregoing Partial Assignment.

**TULSA DEVELOPMENT AUTHORITY**

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

**“TDA”**

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

APPROVED:

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