

**SIXTH AMENDMENT TO CONTRACT FOR SALE OF
LAND FOR PRIVATE REDEVELOPMENT – TULSA FIRE
STATION HEADQUARTERS PROJECT**

THIS FOURTH AMENDMENT TO CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT is made and entered into by and between the Tulsa Development Authority (“TDA”), a public body corporate, having its principal office at 1216 N. Lansing Avenue, Suite D, Tulsa, Oklahoma 74106, and CORE ASSOCIATES, LLC (“Purchaser/Assignor”), an Oklahoma limited liability company, having its principal address as Mid-Continent Tower, 401 S. Boston Ave., Suite 900, Tulsa, OK 74103-4012, and BIG MO, LLC, an Oklahoma limited liability company, having its principal address as Mid-Continent Tower, 401 S. Boston Ave., Suite 900, Tulsa, OK 74103-4012, (“Developer/Assignee”) effective from the date of execution hereafter shown constitutes the fourth amendment to that certain Contract for Sale of Land for Private Redevelopment (the “Contract”) between TDA and CORE ASSOCIATES, LLC, the predecessor and assignor of Developer.

WITNESSETH:

WHEREAS, heretofore the TDA and CORE ASSOCIATES, LLC did on or about the 10th day of October, 2013, entered into the Contract for the redevelopment and rehabilitation of that certain building and real property more particularly on Attachment A hereto, known as the Tulsa Fire Headquarters Project (the “Project”); and,

WHEREAS, CORE ASSOCIATES, LLC and Developer have assigned all rights and obligations of CORE ASSOCIATES, LLC under said Contract to BIG MO, LLC as the Developer, and BIG MO, LLC has agreed in writing to assume and perform all duties and obligations of the Purchaser/Assignor under the terms of said Contract, as previously amended; and

WHEREAS, CORE ASSOCIATES, LLC and BIG MO, LLC have requested that the TDA Board of Commissioners approve a Sixth Amendment to said Contract to revise the minimum project requirements in accordance with schematic plans, labeled Fire Station No. 1, Package 1 revision 1- 04.11.17, presented this date and to grant an extension for an additional one hundred twenty (120) days of the deadlines as set forth in the Contract to enable Redeveloper to complete redevelopment of the Property; and

WHEREAS, the Board of Commissioners of TDA, having duly considered the facts and circumstances has determined that a Sixth Amendment of the Contract should be approved as requested by BIG MO, LLC as the Developer;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do hereby agree as follows:

1. The Board of Commissioners of the TDA does hereby approve a Sixth Amendment to said Contract to revise the minimum project requirements in accordance with schematic plans, in the form attached hereto, labeled Fire Station No. 1, Package 1 revision 1- 04.11.17, presented this date and to grant an extension for an additional one hundred twenty (120) days of the deadlines as set forth in the Contract to enable Redeveloper to complete redevelopment of the Property.

2. The Developer/Assignee does hereby assume and agree to perform all of the duties and obligations of the Purchaser/Assignor under the terms of said Contract, as amended.

3. The parties agree that all other terms and provisions of the Contract dated on or about the 10th day of October, 2013, as previously amended, remain the same except as expressly amended herein and the parties hereto hereby ratify and confirm all other terms and conditions set forth in said Contract, as previously amended.

This Sixth Amendment of Contract is executed and effective as of the 4th day of May, 2017.

TULSA DEVELOPMENT AUTHORITY

By: _____
Roy Peters, Jr., Chairman
"TDA"

CORE ASSOCIATES, LLC

By: _____
Emmet C. Richards, Manager
"Purchaser/Assignor"

BIG MO, LLC

By: CORE ASSOCIATES, LLC, Manager

By: _____
Emmet C. Richards, Manager
"Developer/Assignee"

Schedule "A"

To Contract of Sale
Seller – Tulsa Development Authority
Buyer – CORE Associates, LLC
Dated October 10, 2013

LEGAL DESCRIPTION

Lots Four (4), Five (5), and Six (6), and parts of Lots One (1) and Two (2), in Block One Hundred Forty One (141), ORIGINAL TOWN, now CITY OF TULSA, Tulsa County, State of Oklahoma, according to the Official Plat No. 560, more particularly described as follows: BEGINNING at the Northwest corner of Lot Six (6), Block One Hundred Forty One (141), at the intersection of the East line of Frankfort Street and the South line of Fourth Street; thence in an Easterly direction along the South line of Fourth Street 170 feet to a point; thence at an enclosed angle of 84° and 18' in the South and Easterly direction 301 feet to a point on the South line of Lot Four (4), Block One Hundred Forty One (141); thence West along the South line of Lot Four (4), Block One Hundred Forty One (141) 140 feet to a point, said point being the Southwest corner of Lot Four (4), Block One Hundred Forty One (141) and situated on the East line of Frankfort Street; thence in a Northwesterly direction along the East line of Frankfort Street and the West line of Block One Hundred Forty-One (141), a distance of 300 feet to the Point of Beginning.

AND

The North 40 feet of vacated East Fifth Street lying adjacent to Lot Four (4), Block One Hundred Forty-One (141) on the South side thereof in the ORIGINAL TOWN, now CITY OF TULSA, Tulsa County, State of Oklahoma, according to the Official Plat No. 560.

Address: 411 SOUTH FRANKFORT AVENUE, TULSA, OKLAHOMA.

TDA Parcel # _____

TDA Disposition # _____