

**HARTLEY LAW FIRM - TDA LITIGATION STATUS REPORT**  
**August 4, 2016**

| Case Type   | Plaintiff/Defendant  |  | Case No.     | Status  |
|---|--|--|--------------|---|
| Lien Foreclosure                                      | Alpine Roofing, LLC v MGT Construction Management, East End Village, LLC; Larson Development; TDA and others |  | CJ-2015-1898 | <p>Lawsuit to foreclose subcontractor lien on East End Village project.</p> <ul style="list-style-type: none"> <li>- This case has been consolidated with the CJ-2015-2212 case. Caption of case has been restyled with that of two other related and pending consolidated cases.</li> <li>- We continue to receive motions, answers and cross claims from various subcontractors and claimants – preparing responses on behalf of TDA and its mortgage lien.</li> <li>- Depositions of representatives of East End Village and MGT Construction Management are on hold pending motions to quash subpoenas.</li> <li>- East End Village has filed six Motions for Partial Summary Judgment against subcontractors who have been paid or bonded. <b>EEV and MGT have requested that the subcontractor liens be severed and stayed pending decision on the Owner/Contractor litigation. Subcontractors are opposing this proposal. All motions and a scheduling conference that had been set for hearing on June 24, 2016 @10:00 a.m. were continued to 8-18-16. Briefing ordered to be filed by 8-1-16.</b></li> </ul> |
| Breach of Contract and Lien Foreclosure Counterclaims | East End Village, LLC v. MGT Construction Management, Inc. et al   |  | CJ-2015-2211 | <p>Action filed by East End Village, LLC in response to lawsuit brought by subcontractors in CJ-2015-1898 above. TDA filed its Answer to the Petition on 8-19-15, TDA filed its Answer to Cross Claims of subcontractors on 9-23-15.</p> <p><b>See discussion of consolidated case above.</b></p>   |
| Foreclosure   | Bank of Oklahoma v. Jessie L. Hardy, Roberta Hardy and TDA   |  | CJ-2010-6967 | <p><i>Petition filed 10-29-10. TDA appears to have a second mortgage lien in the amount of \$20,000.00. Judgment entered with Plaintiff having a first lien in the amount of \$3,286.99 plus interest, costs of \$1,450 and costs of sale. Property appraised at \$30,000.00. Sheriff's sale set for 11-12-13. Ninth Special Execution returned NO SALE on 11-14-13. No action in case since 11-14-13</i></p>   |

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| Foreclosure        | <i>TDA v Donald Jackson, et al</i>                               |  | CJ-2011-5105        | <i>First mortgage holder, U. S. Bank has filed foreclosure proceedings. TDA Answer and Cross Petition filed on 11-4-11. Foreclosure on hold pending approval of bankruptcy reorganization plan under which, payments are to resume to TDA. Notice of Bankruptcy file 8-17-12 – Chapter 13, Case #11-13683.</i>   |
| Breach of Contract | <i>TDA and Paula Recess v James Snyder d/b/a Gem Air Heating</i> |  | CS-2011-8418        | <i>Hearing on Motion for Default Judgment held on September 18, 2012. Court required new service of summons. Alias Summons issued 9-29-12. Defendant James Snyder served on 3-1-13. TDA motion for default judgment taken under advisement.</i>  |
| Other              | <b>Novus Homes (Wilkins)</b>                                     |  | <b>CJ-2008-5713</b> | <p><i>Case stricken from jury trial docket as settled on 6-14-12. Settlement agreement provides for dismissal of lawsuit upon Plaintiffs' failure to close sale of property. TDA and Plaintiffs signed a Redevelopment Agreement effective April 16, 2013.</i></p> <ul style="list-style-type: none"> <li>- <i>Schematic Plans were approved by TDA Board of Commissioners on 5-1-14.</i></li> <li>- <i>Contract dates extended 90 days on 1-9-14 and for an additional 30 days on October 9, 2014. 3<sup>rd</sup> Amendment to Redevelopment Contract executed (total extensions 180 days).</i></li> <li>- <i>Construction Documents were approved at February 5, 2015 meeting with one condition relating to the Darven Brown memorial.</i> <ul style="list-style-type: none"> <li>- <i>Redevelopers failed to provide financial ability to construct documentation after 90 day extension until November 13, 2015. Another extension request denied at the December, 2015 meeting and has declared a default. 60 Day Notice of Default served on December 22<sup>nd</sup>, 2015. No documents to cure received by February 20<sup>th</sup>, 2016 deadline.</i></li> </ul> </li> <li>- <i>At March, 2016 TDA Board meeting Wilkins requested a reconsideration of the denial of the extension to permit negotiation of a new redevelopment contract for the 120 Project with the Redevelopers and Parkes Development Group. This request was denied.</i></li> <li>- <i>At April, 2016 meeting the TDA Board proceeded with termination of Redevelopment Contract. Counsel for Redevelopers has submitted three letters objecting to TDA action.</i></li> <li>- <i>Letter in response sent by TDA General Counsel and TDA Special Counsel, Jim Weger, on May, 19, 2016.</i></li> <li>- <b>Letter from counsel Melissa East dated July 6, 2016 received requesting arbitration of "Dispute Between Tulsa Development Authority and Wilkins"</b></li> </ul> |