

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 **THE VILLAGE EAST PROPERTIES, LLC**, an Oklahoma limited liability company (who is hereinafter called “Purchaser” or “Assignee”), having its office at 5401 S. Sheridan Rd, #108, Tulsa, OK 74145.

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:

Lots 17, 18, 19 and 20, in Block 1, The Village at Central Park, an Addition to the CITY OF TULSA, Tulsa County, State of Oklahoma, according to the recorded Plat #5478. (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, 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, and the conditions, covenants and provisions of the Amended Contract For Sale of Land For Private Redevelopment dated January 18, 2018 between TDA and Purchaser/Assignee, as further amended.

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 12th day of July, 2018.

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

By: _____
Robin M. Jamieson, Manager

Date: _____

“Assignor”

THE VILLAGE EAST PROPERTIES, LLC
an Oklahoma limited liability company

By: _____
Nathan Garrett, Manager of Tulsa
Properties Group, LLC as Manager of The
Village East Properties, LLC

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**