

**SIXTH AMENDMENT TO CONTRACT FOR SALE
OF LAND FOR PRIVATE REDEVELOPMENT**

THIS FIFTH AMENDMENT to that certain **AGREEMENT**, made on or as of the 5th day of March, 2020, 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 "Seller"), having its office at 1216 N. Lansing Avenue, Suite D, in the City of Tulsa (hereinafter called "City"), State of Oklahoma 74106; and **ONE PLACE SE, LLC**, an Oklahoma limited liability company, successor and assignee of **ONE PLACE SE, LLC** an Oklahoma limited liability company, (which are hereinafter collectively and individually called "Purchaser"), having its office at 201 South Denver, Box 1, Tulsa, Oklahoma 74103.

WITNESSETH:

WHEREAS, in furtherance of the objectives of, and pursuant to, the Oklahoma Urban Redevelopment Law, 11 O.S., 38-101 et seq, the Seller has previously offered to sell and the Purchaser has offered to purchase certain real property (more particularly described in Schedule "A" annexed hereto and made a part hereof), hereinafter called "Property", and to redevelop the Property for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of that certain Contract for Sale of Land for Private Redevelopment ("Contract") dated as of the 11th day of March, 2010 as previously amended by the First, Second, Third, Fourth and Fifth Amendments thereto; and,

WHEREAS, purchaser desires to further amend said Contract to provide for an extension of time for completion of construction of the Project to December 31, 2022; and,

WHEREAS, pursuant to the Contract, Purchaser has requested Seller's approval of such amendment of the Contract to memorialize such changes and Seller's approval; and,

WHEREAS, the Board of Commissioners of Seller has approved the Purchaser's proposed Sixth Amendment of the Contract.

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. Amendment to Section 6 of the Contract.

The second sentence of Section 6(a) of the Contract is hereby amended and restated to read as follows:

The construction of the improvements referred to in Section 5 shall be deemed to have commenced as of June 30, 2015, and shall be completed on or before December 31, 2022.

2. Amendment of Section 18 – SPECIAL PROVISIONS

Section 18 of the Contract is hereby amended to add a Section 2 to read and provide as follows:

2. Reimbursement of TDA Expenses.

The Purchaser (now One Place SE, LLC) shall reimburse Seller (TDA) for all costs, fees and expenses reasonably incurred by TDA in negotiating, facilitating and approving any amendment to the Contract. Such costs fees and expenses shall be paid to TDA within forty (40) days from the date of mailing of an invoice by certified mail or the date of email transmission by Seller to Purchaser OR the date of closing of any approved sale or assignment, whichever occurs first.

3. No Additional Amendment of Contract:

The Seller and Purchaser agree and acknowledge that the Contract shall not be deemed to have been amended nor modified except as expressly provided herein and do further ratify the terms and conditions of said Contract as amended herein.

IN WITNESS WHEREOF, the Seller has caused this Sixth Amendment to be duly executed in its name and behalf by its Chairman and its seal to be hereunder duly affixed and attested by its Secretary, and the Purchaser has signed and sealed, if applicable, the same on or as of the day and year first above written.

Dated and effective as of the _____ day of March, 2020.

TULSA DEVELOPMENT AUTHORITY

By: _____
Nancy Lynn Roberts, Chairwoman

Date: _____

APPROVED:

Jot Hartley, General Counsel
Tulsa Development Authority

ONE PLACE, LLC

By: _____
Henry Pellegrini, Manager

ONE PLACE SE, LLC

By: _____
Henry Pellegrini, Manager

Date: _____