FIRST AMENDMENT TO CONTRACT FOR SALE OF LAND FOR PRIVATE REDEVELOPMENT – CAPITAL HOMES RESIDENTIAL GROUP, LLC – EAST LATIMER LOTS PROJECT

THIS FIRST 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 A, Tulsa, Oklahoma 74106, and CAPITAL HOMES RESIDENTIAL GROUP, LLC (hereinafter called "Purchaser"), whose mailing address is: 12150 E. 96th St. N., Suite 202, Owasso, OK 74055, effective from the date of execution hereafter shown constitutes the First Amendment to that certain Contract for Sale of Land for Private Redevelopment (the "Contract") between TDA and Purchaser.

WITNESSETH:

WHEREAS, heretofore the TDA and CAPITAL HOMES RESIDENTIAL GROUP, LLC did on or about the 4th day of May, 2017, 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 East Latimer Residential Lots Project (the "Project"); and,

WHEREAS, CAPITAL HOMES RESIDENTIAL GROUP, LLC has requested approval of a First Amendment to Contract for Sale of Land for Private Redevelopment (the "Contract"), by amending the terms of Section 18(c) to revise the terms of the down payment assistance to be provided by TDA in order to render such down payment assistance acceptable to first mortgage lenders for occupant-owned residential property and enable Purchaser to complete the Project and redevelopment of the Property; and

WHEREAS, the Board of Commissioners of TDA, having duly considered the facts and circumstances has determined that this First Amendment of the Contract should be approved as requested by CAPITAL HOMES RESIDENTIAL GROUP, LLC;

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

1. The TDA and Purchaser do hereby agree to a First Amendment to said Contract to amend the provisions of Section 18(c) for down payment assistance by TDA by deleting said Section 18(c) in its entirety and substituting and replacing therefore the following:

   (c) Seller shall make a Thirty-Two Thousand Dollar ($32,000.00) fund available to the Housing Partners of Tulsa (from TDA's Fund No. 712 – Rehab Loan and Grant Fund) for use in providing to buyers of the single family owner-occupied residences to be constructed by Purchaser upon the Property down payment assistance grants
subject to repayment, subject to the following terms and conditions:

1. All down payment assistance grants shall be subject to a Covenant and Condition in favor of and for the benefit of TDA (to be inserted into the deed of conveyance to the occupant purchaser of a residential property) that: (a) the residential property shall be Owner-Occupied for a minimum of five (5) years by the Initial Homebuyer; (b) the down payment assistance grant shall become immediately due and payable to the TDA if the Initial Homebuyer vacates, abandons, sells, re-finances or otherwise conveys the Property during said five (5) year Owner occupancy period, and (c) the repayment to TDA upon failure to satisfy this Covenant shall be subordinate to any first mortgage lien granted by the Initial Homebuyer.

2. Down payment assistance grants shall be without interest prior to any default. After default or due date, such down payment assistance grant shall be immediately due and payable to TDA and shall bear interest at the rate of six (6) percent per annum until repaid to TDA in full.

3. Each down payment assistance grant shall be made available as an incentive on an “as needed basis” as follows: For each of the fourteen (14) residences down payment assistance grants of up to Four Thousand Dollars ($4,000.00) per home. Any down payment assistance monies in the fund not used in preceding home sales can be carried forward and used and applied as down payment assistance grant incentives for subsequent home sales up to a maximum of Six Thousand Dollars ($6,000.00) per home and so long as the combined total of all down payment assistance grants does not exceed Thirty-Two Thousand Dollar ($32,000.00) for all fourteen (14) homes.

4. Purchaser shall not raise or otherwise increase the selling price of a residence and lot as a result of a buyer’s receipt of a down payment assistance grants from Housing Partners of Tulsa (utilizing funds from TDA’s Fund No. 712 – Rehab Loan and Grant Fund).

5. TDA agrees to execute such subordination agreement(s) as a first mortgage lender may reasonably require.

2. The TDA and Purchaser do hereby further agree to amend the provisions of Section 5(d)(2) to add an additional provision as Subsection (f) thereto the following:
(f) If Purchaser, in good faith, determines that proper land use planning and optimal ingress/egress for traffic flow so require, or Purchaser determines a residential lot acquired from Seller to be unbuildable for a single family residence, the Purchaser may use one residential lot fronting Main Street and a second residential lot fronting Boston Avenue for parking, ingress and egress. In the event of the use of said lots for parking, ingress and egress, the Minimum Project Requirements as provided Section 5(d)(2)(a) shall be reduced by two single-family residential homes from fourteen (14) to twelve (12) while enhancing the value of the total project. In the event that the lack of availability of a fully functional and paved publicly dedicated alleyway upon the Property, Purchaser shall be permitted to create an alternative ingress/egress solution for future homeowners in the Project area, at its discretion.

3. The parties agree that all other terms and provisions of the Contract dated on or about the 21st day of June, 2017, shall 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.

This First Amendment of Contract is executed and effective as of the 5th day of April, 2018.

TULSA DEVELOPMENT AUTHORITY

By:

Roy Peters, Jr., Chairman

"TDA"

CAPITAL HOMES RESIDENTIAL GROUP, LLC

By:

David Charney, Manager

"Purchaser"
Attachment “A”
To Contract of Sale
Seller – Tulsa Development Authority
Buyer – Capital Homes, LLC
Dated June 21, 2017

LEGAL DESCRIPTION

Tract 1: Lots 7 and 8, Block 18, Burgess Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

Tract 2: Lots 5, 6 and 7, Block 8, Pounder & Pomeroy Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

Tract 3: Lots 1 through 6, Block 18, Burgess Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof; and Lots 3 through 7, Block 4, Pounder & Pomeroy Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof;

Project Name: East Latimer Property