

## ASSIGNMENT OF CAPITAL PROJECT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

THIS ASSIGNMENT (this "Assignment") is executed on July \_\_\_, 2018, by and between RIVER PARKS AUTHORITY, an Oklahoma public trust (hereinafter called the "Assignor") and TULSA'S GATHERING PLACE, LLC, an Oklahoma limited liability (hereinafter called the "Assignee").

*WITNESSETH:*

WHEREAS, pursuant to that certain Capital Project Agreement by and between Assignor and the City of Tulsa ("City") dated July \_\_\_, 2018 (the "Bridge Contract"), the Assignor and the City memorialized (or will memorialize) their agreements and understandings respecting (i) the demolition of an existing pedestrian bridge presently spanning the Arkansas River in Tulsa, Oklahoma, and (ii) the construction, maintenance and operation of a new pedestrian bridge that, upon completion, will span the Arkansas River in Tulsa, Oklahoma (the agreements and understandings set forth in preceding clauses (i) and (ii) are herein, collectively, called the "Project"); and

WHEREAS, pursuant to the Bridge Contract, City has agreed to provide Assignor with certain funding, in accordance with the Bridge Contract, which is necessary to pay for the construction, maintenance and operation of the Project (collectively, the "City Funding"); and

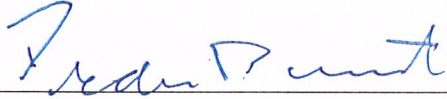
WHEREAS, Assignor desires to assign, transfer, and convey to Assignee, and Assignee desires to assume from Assignor, all of the respective rights and benefits of Assignor in and to the Bridge Contract, including all of the City Funding from time to time actually made available to Assignor by City in connection with the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby BARGAIN, SELL, ASSIGN, TRANSFER and DELIVER unto Assignee, the Bridge Contract and all of the City Funding made available to Assignor by City in connection with the Project, to have and to hold the Bridge Contract and all such City Funding, together with all and singular the rights, titles, interests, privileges, and benefits thereunder or thereto in any manner belonging, unto Assignee. Assignee hereby assumes the obligations and duties of Assignor under the Bridge Contract and covenants to use all such City Funding as contemplated thereunder, and Assignee hereby agrees to indemnify and hold harmless Assignor against any claim, loss, cost, damage or expense arising out of, or related to, Assignee's refusal or failure to perform any such term, covenant or condition binding upon Assignor under the Bridge Contract from and after the date of this Assignment. All of the covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee has each executed and delivered this Assignment as of the day and year first above written.

**ASSIGNEE:**

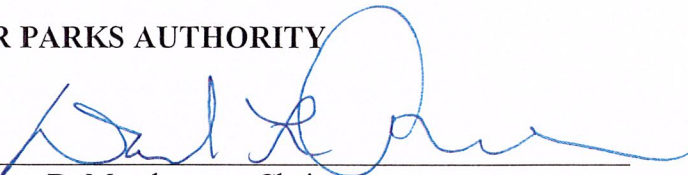
**TULSA'S GATHERING PLACE, LLC**



By: Frederic Dorwart, President

**ASSIGNOR:**

**RIVER PARKS AUTHORITY**



By: ~~James D. Marchesano, Chairman~~

David L. Phillips Vice Chairman