

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**” or “**PSA**”) is made between:

a) **CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY**, a public trust, or assigns, (herein “**Purchaser**”);

with notice address of:

CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY

Cleveland County Office Building

201 South Jones, Suite 200

Norman, Oklahoma, 73069

And

Rieger Sadler Joyce, LLC

c/o Sean Paul Rieger, Attorney for Purchaser

136 Thompson Drive

Norman, OK 73069

sp@riegerllc.com

AND

b) **Arvest Bank, an Arkansas banking corporation** (herein “**Seller**”). Seller may be represented by different signors, for different authorities under Seller, and this PSA may be executed in two separate PSA’s, signed by each authority as applicable.

with notice address of:

c/o Fleske Holding Company, LLC

Attn: Eric C. Fleske

600 NW 23rd, Suite 200

Oklahoma City, OK 73103

eric@fleskeholding.com

NOTE: Purchaser is not engaged in any marijuana related business and the Property will not be used for any marijuana related purpose.

1. Sale Contract

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell the following property to Purchaser, and Purchaser hereby agrees to purchase the following property from Seller:

- a) All of Seller’s right, title, and interests of every nature in the real property parcels located in Norman, Cleveland County, Oklahoma, as more specifically described on attached **EXHIBIT A** (collectively, the “**Property**”); and
- b) Except as identified in **EXHIBIT A-1**, Seller's interest in all appliances, attached furniture, and cabinetry, all attached electronics, and all other items of improvements,

attached fixtures, accessions, furniture, and equipment that are used in connection with the Property.

2. Purchase Price

The Purchase Price for the Property shall be Two Million Four Hundred Thousand Dollars and no/100 (**US\$2,400,000.00**) total cash amount (“**Purchase Price**”), with the Purchase Price to be allocated per parcel as determined ultimately by Seller at Closing, but with the Purchase Price preliminarily proposed to be allocated herein as follows:

A. Purchase of Parcels as below for \$2,309,539:

- i. Assessor #23774**
- ii. Assessor #23775**
- iii. Assessor #195583**
- iv. Assessor #195584**

B. Purchase of Parcels as below for \$90,461:

- i. Assessor #23772**
- ii. Assessor #23771**

The above amounts of Purchase Price have been determined through application of the Cleveland County Assessor’s Market Value valuations as proportionally applied to the total of a \$2,400,000 Purchase Price. This analysis is shown on attached **EXHIBIT C**.

3. Donation

Purchaser agrees to give the Seller a Letter of Donation for the value between the Purchase Price above and the updated appraised value. Seller shall hire Seller’s own independent qualified appraiser and upon receipt of the appraisal and appropriate IRS forms, Purchaser shall execute all reasonable documents for the Seller and this donation, after review and approval of such forms in Purchaser’s reasonable discretion.

4. Financing

This shall be an “all cash,” and Donation as per Section 3, transaction and terms herein are not contingent upon Purchaser obtaining debt reflective of specific terms, LTV, or interest rate.

5. Earnest Money

Promptly after the signing of this Agreement by all parties, but in no event later than three (3) days following mutual execution of this PSA, Purchaser shall deposit Twenty-Five Thousand Dollars and no/100 (**US\$25,000.00**) (“**Deposit**”) with Old Republic Title, Oklahoma City, OK, Attention: Alison Nobs, which shall serve as the title company and escrow agent for the transaction (the “**Title Company**”). The Deposit shall become non-refundable at the expiration of the Due Diligence Period and shall be applied to the Purchase Price at Closing.

6. Cash at Closing

At Closing, Purchaser shall pay to Seller the Purchase Price, less the Deposit, subject to any applicable prorations and adjustments described elsewhere herein, in immediately available U.S. funds.

7. Inspection and Due Diligence

Commencing upon mutual execution of this PSA, Purchaser shall have **sixty (60) days** (the “**Due Diligence Period**”) to review all materials relating to the Property and to complete Purchaser’s due diligence in Purchaser’s sole discretion. All site visits shall be coordinated through the Seller’s broker representatives. Seller hereby grants Purchaser and Purchaser’s representatives and agents the right to enter upon the Property on such dates and times approved by Seller, not to be unreasonably withheld, so that Purchaser may perform engineering, zoning, platting, environmental studies and assessments, utilities, drainage, building and equipment inspections, and other feasibility studies and analysis as to the capability of the Property to be used for Purchaser’s intended use. If the Property is damaged by Purchaser or Purchaser’s agents or contractors during Purchaser’s inspections or tests of the Property, Purchaser shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspections and tests. Purchaser shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney’s fees, judgments, proceedings and causes of action of any kind to the extent caused by Purchaser’s inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of this PSA for any reason.

Purchaser shall have the right to provide notice of termination of this PSA to Seller on or before the end of the Due Diligence Period, and in such event the Deposit shall be refunded to Purchaser and the parties shall not have any further obligations or rights under this PSA. Except for matters related to title, Purchaser acknowledges that Seller will be selling, and Purchaser will be purchasing, the Property on an “**AS-IS, WHERE-IS, WITH ALL FAULTS AND DEFECTS**” condition basis, and that Purchaser will not be relying on any representations or warranties of any kind whatsoever, express or implied, from Seller or its agents, except as specifically put forth in this Agreement and the deed of conveyance.

8. Materials Provided by Seller

Seller will make available to Purchaser, within **seven (7) days** after execution of this Agreement, the following for Purchaser’s review, to the extent such items exist and are in Seller’s control and possession:

- a) all lease related documents including any applicable amendments;
- b) Seller’s existing redacted title insurance policy or title commitment showing all current title exceptions to the Property;
- c) all existing surveys in Seller’s possession;
- d) all existing phase I environmental reports and all additional environmental reports in Seller’s possession (if applicable);
- e) all additional relevant Property information in Seller’s possession, including but not limited to, all drawings, plans, reports, insurance claims, property tax statements, maintenance records, contractor warranties, service contracts, engineering documents, architectural documents, and other documents.

Any additional third-party reports, including cost to update existing reports, shall be Purchaser’s responsibility, including all associated costs.

9. Title Evidence and Review

Seller shall convey good and marketable title, free and clear of all liens and encumbrances, and insurable at reasonable rates by a nationally recognized title company. Title Company shall be Old Republic Title, Oklahoma City, OK, with attention to Alison Nobs. Upon mutual execution of this Agreement, Purchaser shall promptly request that the Title Company update the abstract of title to the Property and furnish an Owners Title Insurance Commitment in the amount of the Purchase Price to the parties within **fourteen (14) days** or in any event no more than **thirty (30) days** from the date of this Agreement. Purchaser shall have up to **fourteen (14) days** after receipt of said title insurance commitment to notify Seller in writing of Purchaser's objections to any title matters that would affect marketable title.

10. Cure or Noncure of Title Objections

After receipt of Purchaser's objections to title, Seller shall have until no later than **seven (7) days** prior to the date of Closing to cure the objections to Purchaser's satisfaction. Seller shall not be obligated to cure or attempt to cure every title objection, except that Seller must cure any title ownership matters and all monetary liens such as but not limited to monetary, judgment, mortgage, and mechanics liens attributable to the Property to the extent that such title ownership matters are applicable to acts or omissions of Seller, or affiliates of Seller. Seller shall bear the cost of curing all such title objections. If Seller determines it is unwilling or unable to cure any of Purchaser's title objections, except as to the title matters that Seller must cure as above, then Seller shall notify Purchaser no later than **seven (7) days** prior to the date of Closing. If any title objections, except those required of Seller to cure above, are not cured by at least **seven (7) days** prior to the date of the Closing, Purchaser shall have the right to either:

- a) waive any such uncured title objections, close without reduction in the Purchase Price and accept such title as Seller is able to convey; or
- b) terminate this Agreement by notifying Seller in writing, in which event all Deposit shall be returned to Purchaser, and thereafter Seller and Purchaser shall have no further rights or obligations under this Agreement;
- c) Agree with Seller, at Seller's discretion, to extend the Closing to give Seller a reasonable amount of additional time to cure such title objections.

11. Condition of Property

Between the time this Agreement is signed and Closing, Seller shall not alter the condition, character, finishes, utilities, improvements, equipment, fixtures, access, covenants, or title of the Property in any material respect, or in any way that would interfere with Purchaser's intended use of the Property after Closing. The risk of loss for any Property improvements between now and Closing is with the Seller.

12. Closing Period and Costs

Close of escrow shall occur within **thirty (30) days** ("COE") after expiration of the Due Diligence Period at the Title Company (the "**Closing**"). Unless not otherwise provided for herein, all costs related to Closing ("**Closing Costs**") shall be paid per local custom as indicated by the Title Company. Purchaser and Seller shall be responsible for their own respective attorney's fees, if any.

13. Deed Restriction

The Purchase Price takes into account and compensates for Seller's condition that the use of the Property is to be restricted by a restriction as a covenant running with the land contained in Seller's deed which in substance prohibits the use of the Property as an office branch, or automatic teller machine of a bank, savings and loan, savings bank, thrift, credit union or other insured depository entity in the business of lending money; a mortgage company; or an office of any insurance or securities company or agency owned by a state or federal bank or savings and loan which operates one or more branch facilities in Cleveland County, OK, for so long as Seller, its successors or assigns, operates an office or branch for any such activities or purposes within Cleveland County, OK; such restriction shall run with the land as a deed restriction but shall be stated as such to automatically extinguish and become null and void without any action or filing needed following the expiration of **five (5) years** from the date of Closing in any event.

14. Right of First Refusal and First Offer

Seller agrees to grant Purchaser a written and recordable perpetual right of first offer, and right of first refusal, to purchase the adjacent parcel(s) currently owned by Seller as further described in **EXHIBIT B** (the "Neighboring Lots"). If Seller chooses to sell any portion or all of the Neighboring Lots, or if Seller receives a bona fide third-party offer to purchase any portion or all of the Neighboring Lots that Seller intends to accept, then Seller shall first offer the Neighboring Lots to Purchaser on the same terms and conditions. The parties agree to document this right in a separate written document suitable for recording in the public land records, at Purchaser's request and expense, which such document to be in a form generally as attached hereto as **EXHIBIT D**. These rights shall be continuing and shall not expire unless and until the Purchaser has declined an offer either in writing or by failing to respond within twenty-one (21) days of written notice, AND the Seller has proceeded to sell all of the Neighboring Lots on terms that the Purchaser declined. Otherwise, the Purchaser's rights shall continue and be applicable to all such offers, on all portions of the Neighboring Lot(s) in **EXHIBIT B**, regardless of past Purchaser declinations.

15. Seller's Deliveries

At Closing, Seller shall deliver to the Title Company as the closing agent for the transaction the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

- a) A General Warranty Deed executed by Seller conveying marketable title to the Property to Purchaser;
- b) An executed closing statement;
- c) Such credits against the Purchase Price as may be required to effect any prorations required elsewhere in this Agreement;
- d) A certificate, dated as of the Closing date and duly executed by Seller, certifying that Seller's representations and warranties in this Agreement are true and correct in all material respects as of the Closing date and that there are no unpaid bills that could result in liens against the Property;
- e) Any additional documents as may be reasonably requested by the Title Company.

16. Purchaser's Deliveries

At Closing, Purchaser shall deliver to the Title Company as the closing agent for the transaction the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

- a) The Purchase Price, less the Deposit, subject to any adjustments and prorations as provided elsewhere in this Agreement such as donations and 1031 documents, in immediately available U.S. funds;
- b) An executed closing statement;
- c) Any additional documents as may be reasonably requested by the Title Company.

17. Taxes, Assessments and Prorations

Seller shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, special assessments, utilities, mortgages, insurance, and any other expenses related to the Property. If the amount of taxes cannot be ascertained, it shall be prorated based upon the amount of taxes paid for the preceding year.

18. Closing Costs

All Closing Costs shall be paid per local custom as indicated by the Title Company. Without limiting the foregoing:

Seller's Costs:

- a) Certification of the abstract to the Property, to the date of Closing by the Title Company;
- b) The Title Company's costs associated with all title and tax searches, and all title review work as associated with the issuance of the title insurance policy commitment;
- c) The cost of securing, preparing, and recording all monetary lien releases, and any other curative title documents (if any), and the cost to cure any title objection matters;
- d) Preparation of Deed and other conveyance instruments, and all documentary tax stamps;
- e) The costs to record the General Warranty Deed;
- f) ½ of the closing agent fees;
- g) All utility charges to the date of Closing, actual or estimated;
- h) Any other costs applicable to Seller as specifically stated elsewhere in this Agreement or that Seller chooses to incur unilaterally.

Purchaser's Costs:

- a) The costs of any Property inspections, studies, or analysis ordered and performed by Purchaser during the Due Diligence Period;
- b) The costs of the title insurance policy issued to cover the Purchase Price, and any endorsements thereto;
- c) ½ of the closing agent fees;
- d) Any other costs applicable to Purchaser as specifically stated elsewhere in this Agreement or that Purchaser chooses to incur unilaterally.

Any closing costs not mentioned herein shall be split between the parties in a manner that is customary at the Title Company.

19. Seller's Representations and Warranties

Seller makes the following representations and warranties to Purchaser which shall survive the Closing:

- a) Other than this Agreement, Seller is not a party to any contract for sale, option to purchase, first right of refusal, or any other agreement existing and in force with respect to or in any manner affecting all or any portion of the Property or any interest therein.
- b) Seller has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder.
- c) The person executing this Agreement on behalf of Seller is authorized to do so under the documents governing the operation of Seller's entity.
- d) Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will result in a breach of, or default under, or violate any restrictions or any agreement to which Seller is a party or to which the Property or Seller is subject.
- e) Seller has taken no action and does not have any knowledge of facts which would give rise to a claim for a mechanic's or materialman's lien, or any other type of lien on or claim against the Property.
- f) Seller has not received written notice and has no knowledge of:
 - i. any condemnation, special assessments, recoupments, or takings threatened or pending against any portion of the Property;
 - ii. any violation of any zoning or other governmental law or regulation, or of any easement, covenant, declaration, or other agreement concerning the use of the Property;
 - iii. any release or the presence of any Hazardous Materials on the Property, or any past or current activity which would or does violate any past or present environmental law or regulation of any federal, state or local governmental body or agency;
 - iv. any litigation, claim, judgment or proceeding relating to, which affects, or could become a lien on, any part of the Property.
- g) Seller is not aware of any of the following:
 - i. released, generated, discharged, manufactured, treated, transported or disposed of Hazardous Material (as hereinafter defined) on, in, under (including the underlying groundwater) or from the Property;
 - ii. installed any underground storage tanks on the Property;
 - iii. placed or stored any Hazardous Material on the Property;
 - iv. "Hazardous Material" means:
 - 1. any "hazardous substance" or "toxic substance" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, or by the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., as amended;
 - 2. any "hazardous waste" as that term is defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6902 et seq., as amended; or
 - 3. any pollutant or contaminant or hazardous, dangerous or toxic chemical, material or substance within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material.

- h) There are no maintenance, service or other contracts or agreements concerning or affecting the Property to which Seller is a party or by which Seller is bound which would be binding on Purchaser after Closing, except as may be shown in the Title Commitment or otherwise disclosed in writing by Seller during the Due Diligence Period.
- i) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act (“FIRPTA”) and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller’s tax identification number (“Tax Affidavit”).

In addition to all other rights and remedies of Purchaser set forth herein, Seller shall defend, indemnify and hold Purchaser, its employees, officers, members, managers, directors, agents, contractors, assigns and successors-in-interest, harmless from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys’ fees actually incurred) resulting from a breach by Seller of any of the representations, warranties and covenants contained in this Section.

20. Actions Prior to Closing

After the signing of this Agreement by all parties, and until the Closing, Seller shall:

- a) Properly maintain the Property in the condition as it currently exists;
- b) Not, without the prior written consent of Purchaser, enter into any contracts with respect to the Property that will not be fully performed by Seller before the Closing, or that will not be cancelable by Purchaser at any time and without liability or expense on or after the Closing; and
- c) Advise Purchaser promptly of any litigation, arbitration, condemnation, assessments, or administrative actions (such as zoning, variance, code enforcement and regulatory proceedings before any officer, court, board, governmental body) which affect the Property and of which Seller has knowledge.

21. Eminent Domain

In the event any interest in the Property, or any access to the Property, is taken or is threatened to be taken by eminent domain prior to Closing, Seller shall promptly notify Purchaser in writing, with a description of the property to be taken. In such event Purchaser may, in its sole discretion, elect to terminate this Agreement by giving written notice to Seller. If Purchaser elects to terminate this Agreement, any Deposit shall be returned to Purchaser, and neither party shall have any further rights or obligations under this Agreement. If Purchaser chooses to continue through Closing, then Purchaser shall be entitled to participate in the taking proceeding or the negotiations regarding the taking award, and Seller shall assign to Purchaser at Closing Seller’s right, title and interest in any taking award with respect to the Property which remains unpaid to Seller in connection with such taking. Furthermore, Purchaser shall receive as a credit against the Purchase Price the amount of any taking award previously paid to Seller in connection with the taking, even if it is a voluntary conveyance in lieu of a taking by eminent domain.

22. Default

If the Purchaser defaults and wrongfully fails to close, Seller may cancel this Agreement and retain the Deposit as liquidated damages, which Seller shall receive in full and final satisfaction of any further liability of Purchaser. Seller and Purchaser agree that Seller’s retention of the Deposit will constitute fair liquidated damages and shall not be construed as a penalty. Seller

acknowledges that the actual damages resulting from any breach by Purchaser would be difficult or impossible to measure and that the retention of the Deposit, as liquidated damages, would be a reasonable estimate of all actual damages. If Seller defaults and wrongfully fails to close, Purchaser may cancel this Agreement and receive a refund of any Deposit, and/or seek specific performance to enforce the Agreement, and/or pursue any other remedies at law or equity.

23. Confidentiality

Purchaser agrees to not disclose any Property related information with any outside party other than their respective officers, agents, lawyers, prospective lenders, accountants, staff, employees, financial advisors, or other advisors who may be engaged to assist with the Transaction described herein. **FURTHER, BOTH PARTIES AGREE THAT THIS TRANSACTION SHALL REMAIN ABSOLUTELY AND STRICTLY CONFIDENTIAL IN ALL RESPECTS AS TO ANY IDENTITY OF PROSPECTIVE PURCHASER(S) UNLESS AND ANY SUCH IDENTITIES ARE PUBLISHED PUBLICLY AS APPROVED BY THE PURCHASER.**

24. 1031 Exchange

Seller and Purchaser agree to cooperate should either party elect to sell or purchase the Property under the provision of an Internal Revenue Service Section 1031 Tax Deferred Exchange. The party implementing the 1031 exchange shall bear all expenses related to such.

25. Brokerage

The parties acknowledge that Eric Fleske and Fleske Holding Company, LLC represents the Seller, and that Seller is responsible for all brokerage fees owed to such Broker, and as to all other brokers representing Seller. Purchaser represents that Purchaser has not engaged any brokers in this transaction. Seller and Purchaser hereby acknowledge, represent and warrant to each other, and accordingly indemnify and hold harmless each other, that no broker or finder other than the foregoing has been employed in connection with the transaction contemplated in this Agreement.

26. Severability

If any provision, phrase, sentence, or paragraph of this Agreement shall be held to be void or unenforceable for any reason, such holding shall not affect the remaining terms and provisions of this Agreement, which shall continue in full force and effect.

27. Time

Time is of the essence in this Agreement, and with each of its individual provisions.

28. Binding Effect; Assignment

The provisions of this Agreement shall inure to the benefit of and bind the heirs, beneficiaries, legal representatives, successors, and assignees of the parties hereto. Purchaser may not assign this Agreement to any other party without the Seller's written consent, except that Purchaser may freely assign this Agreement to other affiliated entities of Purchaser within the auspices of the Cleveland County government.

29. Section Headings; Construction

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect its meaning or interpretation. Seller and Purchaser both acknowledge that they have thoroughly reviewed this Agreement prior to signing it. The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party or party creating the ambiguity shall not be employed in the interpretation of this Agreement.

30. Amendment and Waiver

This Agreement may be amended at any time in all respects, but only by a written instrument signed in advance by both Seller and Purchaser. Either Purchaser or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.

31. Integrated Agreement

This Agreement constitutes the entire agreement between Purchaser and Seller relating to the sale and purchase of the Property, and there are no other contracts, understandings, restrictions, warranties, or representations with respect to the Property between Purchaser and Seller.

32. Choice of Law; Attorney's Fees

It is the intention of Seller and Purchaser that the laws of Oklahoma shall govern the validity of this Agreement, including its construction and interpretation. Any actions filed to enforce or litigate any matter related to this Agreement shall be brought in the courts and forums within Cleveland County, Oklahoma. In the event of any action to enforce or interpret this Agreement, the prevailing party shall have the right to recover all its costs and reasonable attorneys' fees from the non-prevailing party.

33. Notice

Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally or shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, or if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, whichever is earliest. Notice may also be sufficient by electronic transmission such as email, so long as verification of receipt is available for inspection by all parties.

34. Authority to Bind

Each individual executing this Agreement on behalf of another entity personally represents and warrants that they are fully authorized to execute this Agreement on behalf of the applicable persons or entities, and any other affiliated entities, such as subsidiary entities, joint-venture entities, trusts, and the like.

35. Counterparts

This Agreement may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed an original. Executed counterparts of this Agreement delivered by electronic image via email shall be deemed original documents for all purposes so long as original signatures are kept and maintained in order to verify such execution. Further, this Agreement may be electronically signed such as by DocuSign, or Adobe Sign, or any other

form of electronic signature and such signatures shall be considered binding signatures upon the parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement in separate counterparts effective as of the date of the last party to sign the following pages.

PURCHASER:

**CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY,
a public trust, and assigns,**

_____, 2026
By: _____ Date
Title: Chairman

SELLER:

ARVEST BANK, an Arkansas banking corporation

Shandy Belford

02 / 27 / 2026

By: Shandy Belford

Date

Title: President

_____, 2026

EXHIBIT A
“Property”

As further depicted on attached Exhibit as areas #1, #2, and #4.

1A. Branch Building: NORMAN OT LOTS 1 THRU 5 BLK 13, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23774 / Parcel ID: NC29AAAOT 13 1001

1B. Annex Building: NORMAN OT LOT 6 BLK 13, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23775 / Parcel ID: NC29AAAOT 13 6001

2A. Parking: NORMAN OT LOTS 1 THRU 5 & W 19’ LOT 6 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 195583 / Parcel ID: NC29AAAOT 12 1A001

2B. Parking: NORMAN OT E 6’ LOT 6 LOTS 7, 8 AND W 13’ LOT 9 BLOCK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 195584 / Parcel ID: NC29AAAOT 12 2A001

4A. Parking: NORMAN OT LOTS 27 AND 28 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23772 / Parcel ID: NC29AAAOT 12 27001

4B. Parking: NORMAN OT LOTS 25 AND 26 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23771 / Parcel ID: NC29AAAOT 12 25001





EXHIBIT A-1
Personal Property

Items excluded from the sale to be removed by Seller prior to Closing:

- Interior and exterior marketing signs and material
- Monitors, computers, and printers
- Comm Room AC mini-splits
- Coin counter and Muzak equipment
- Cisco Video equipment and security cameras/equipment
- Popcorn machine
- Auditcon locks (FOBs)
- Pole and building signs, including channel letters
- Portable Elevated Guard Shack

In addition to other items to be left on the Property, for clarification the following items will be included in the sale:

- Safety deposit boxes and vault
 - Night deposit drop box
 - Desks and chairs
 - Millwork and cabinetry
 - Appliances and mini refrigerators
 - Generator and batteries
-

EXHIBIT B

**“Right of First Refusal and First Offer Properties”
As further depicted below as areas #3 and #5.**

3A. SFB (Drive Thru) Parking: NORMAN OT E 12’ LOT 9, LOTS 10 THRU 16 BLOCK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.

Cleveland County Assessor Account #: 195585 / Parcel ID: NC29AAAOT 12 3A001

5B. ACC Building: NORMAN OT LOTS 17 THRU 22 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.

Cleveland County Assessor Account #: 23769/ Parcel ID: NC29AAAOT 12 17001

5A. ACC Parking: NORMAN OT LOTS 23 AND 24 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.

Cleveland County Assessor Account #: 23770 / Parcel ID: NC29AAAOT 12 23001

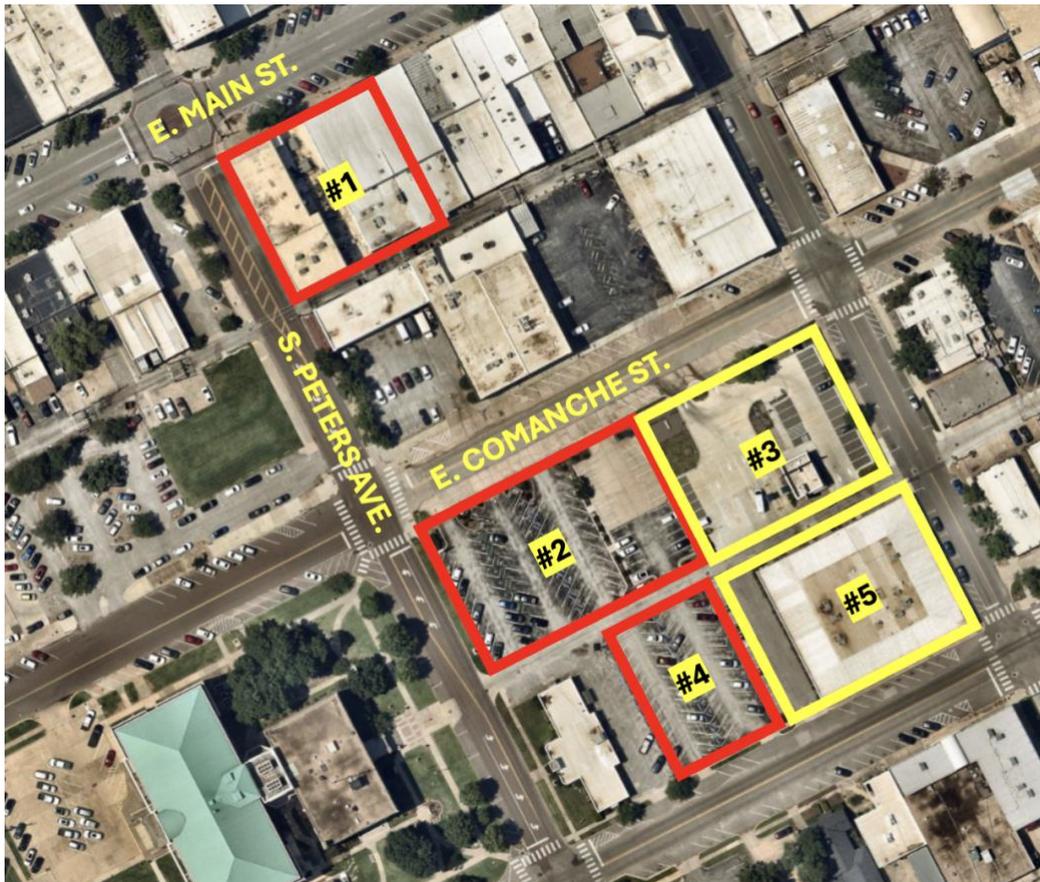


EXHIBIT D

Right of First Refusal and First Offer

**Recording requested by and when
recorded mail to:**

Rieger Sadler Joyce, LLC
c/o Sean Paul Rieger
136 Thompson Drive
Norman, OK 73069

**NOTICE OF RECORDED
RIGHT OF FIRST REFUSAL, AND RIGHT OF FIRST OFFER
Various Parcels, Downtown Norman, Cleveland County, Oklahoma**

**RECORDED DEED RESTRICTION
RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OFFER AGREEMENT**

This Recorded Right of First Refusal, and Right of First Offer Agreement is made this _____ day of _____, 2026, by and between Arvest Bank, an Arkansas state chartered bank (hereinafter **“GRANTOR”**) and CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY, a public trust, or its successors and assigns (hereinafter **“GRANTEE”**). GRANTOR is owner(s) of the real property more particularly described in Section 1 below and incorporated herein by reference. Said real property (hereinafter **“PROPERTY”**) is hereby made subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, Grantor and Grantee have closed upon that certain Purchase and Sale Agreement (the **“PSA”**) of even date herewith, pursuant to which Grantor sold and Grantee purchased certain real property parcels in Downtown Norman, Cleveland County, Oklahoma; and

WHEREAS, that PSA provided that Grantor shall grant to Grantee a perpetual right of first offer and right of first refusal to purchase certain parcels currently owned by Grantor, as more particularly described herein (the **“Neighboring Lots”**); and

WHEREAS, the parties desire to memorialize such rights in a written instrument suitable for recording in the public land records of Cleveland County, Oklahoma, as contemplated by the PSA;

NOW, THEREFORE, in consideration of the mutual benefits provided herein, the Purchase Price paid under the PSA (which takes into account the value of the rights granted herein), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. PROPERTY SUBJECT TO THIS AGREEMENT

This Agreement shall encumber and burden the following described real property located in the City of Norman, Cleveland County, State of Oklahoma. The PROPERTY is described as follows:

- a. **Parcel A:** NORMAN OT E 12' LOT 9, LOTS 10 THRU 16 BLOCK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 195585 / Parcel ID: NC29AAAOT 12 3A001
- b. **Parcel B:** NORMAN OT LOTS 17 THRU 22 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23769 / Parcel ID: NC29AAAOT 12 17001
- c. **Parcel C:** NORMAN OT LOTS 23 AND 24 BLK 12, an addition to the City of Norman, Cleveland County, Oklahoma, according to recorded plat thereof.
Cleveland County Assessor Account #: 23770 / Parcel ID: NC29AAAOT 12 23001

The foregoing parcels are referred to individually as a “**Neighboring Lot**” and collectively as the Neighboring Lots or PROPERTY.

2. RIGHT OF FIRST OFFER

If Grantor at any time elects to sell, convey, transfer, or otherwise dispose of any portion or all the Neighboring Lots, Grantor shall first deliver a written notice (“**Offer Notice**”) to Grantee setting forth the price, terms, and conditions upon which Grantor is willing to sell. Grantee shall have thirty (30) days following receipt of the Offer Notice (the “**Response Period**”) in which to accept such offer in writing. If Grantee accepts, the parties shall proceed to negotiate and execute a definitive purchase agreement on such terms within a commercially reasonable time. If Grantee does not accept or fails to respond within the Response Period, Grantor may proceed to offer and sell such Neighboring Lot(s) to third parties, subject to the right of first refusal set forth in Section 3 below.

3. RIGHT OF FIRST REFUSAL

If Grantor receives a bona fide third-party offer to purchase any portion or all the Neighboring Lots that Grantor intends to accept, Grantor shall deliver an Offer Notice to Grantee setting forth the material terms and conditions of such third-party offer. Grantee shall have the Response Period in which to elect, by written notice to Grantor, to purchase such Neighboring Lot(s) on substantially the same terms and conditions as the third-party offer. If Grantee exercises its right of first refusal, the parties shall proceed to close the transaction on such terms. If Grantee does not exercise such right within the Response Period, Grantor may proceed to consummate the sale to such third party on terms no more favorable to the third party than those set forth in the Offer Notice.

4. PERPETUAL AND CONTINUING RIGHTS

The rights granted herein shall be perpetual and continuing for each Neighboring Lot. As to each particular Neighboring Lot, these rights shall not expire unless and until **all** of the following conditions have been satisfied with respect to each particular Neighboring Lot: (a) the Grantee has declined an Offer Notice either in writing or by failing to respond within the Response Period; **AND** (b) the Grantor has proceeded to sell that Neighboring Lot on the terms that the Grantee declined or on terms no more favorable to the third-party purchaser. If the Grantor fails to consummate such sale to a third party within two-hundred and seventy (270) days following the expiration of the applicable Response Period, or if the Grantor proposes to sell on terms more favorable to the third-party purchaser than those set forth in the Offer Notice, the Grantee's rights hereunder shall be fully reinstated and the Grantor must again comply with the provisions of Sections 2 and 3 above.

Otherwise, the Grantee's rights shall continue and be applicable to all future offers, on all portions of the Neighboring Lots, regardless of any past declinations by Grantee.

5. COVENANT RUNNING WITH THE LAND

This Agreement and the rights and obligations set forth herein shall constitute covenants running with the land and until expired as set forth in section 4 above with respect to a particular Neighboring Lot, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, including without limitation any person or entity that acquires any interest in the Neighboring Lots from Grantor or any successor in interest to Grantor.

6. REMEDIES

In the event of a breach or threatened breach of this Agreement by Grantor, Grantee shall be entitled to seek specific performance, injunctive relief, and/or any other remedy available at law or in equity. The parties acknowledge that the rights granted herein are unique and that monetary damages alone would not be an adequate remedy for any breach of this Agreement. In the event of any action to enforce or interpret this Agreement, the prevailing party shall have the right to recover all its costs and reasonable attorneys' fees from the non-prevailing party.

7. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any actions filed to enforce or interpret this Agreement shall be brought in the courts within Cleveland County, Oklahoma.

8. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

9. AMENDMENT

This Agreement may be amended, modified, or terminated only by a written instrument executed by both Grantor and Grantee (or their respective successors and assigns) and recorded in the office of the Cleveland County Clerk.

10. ENTIRE AGREEMENT

This Agreement, together with the PSA, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, commitments, offers, and agreements, whether written or oral, with respect to such subject matter. No other terms or conditions shall be deemed to apply, unless by a mutually executed, written amendment, modification, or superseding agreement which references this Agreement.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this Agreement as of the date first written above.

[SIGNATURE PAGES TO FOLLOW]

GRANTOR:

ARVEST BANK, an Arkansas state chartered bank

_____, 2026
By: _____ Date
Title: _____

State of Oklahoma }
 }ss.
County of Cleveland }

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)
My Commission Expires: _____
Commission Number: _____

GRANTEE:

**CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY,
a public trust, and assigns,**

_____, 2026
By: _____ Date
Title: Chairman

State of Oklahoma }
 }ss.
County of Cleveland }

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument as
Grantee, CLEVELAND COUNTY PUBLIC FACILITIES AUTHORITY, a public trust, and
acknowledged to me that such entity executed the same in its authorized capacity, and that by his
signature on the instrument the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature of Notary Public (Seal)
My Commission Expires: _____
Commission Number: _____