July ___ 2026

Letter of Intent

To Purchase Real Property

VIA EMAIL
Sean Paul Rieger
Rieger Sadler Joyce LLC, Law Firm
Via Email sp@riegerllc.com

RE: Letter of Intent
Parcels in Downtown Norman

Dear Mr. Rieger:

The Purpose of this Letter of Intent ("**LOI**") is to outline the general terms and conditions under which, the below referenced "**Seller**" is prepared to enter into a definitive purchase and sale agreement to acquire the real property referenced herein ("**Transaction**"). This LOI is **non-binding** and only a full mutually executed purchase contract shall constitute a binding agreement.

1. **Purchaser.** which is an undisclosed confidential charitable entity as represented by the law firm of Rieger Sadler Joyce LLC, to be approved by Seller, or assigns **("Purchaser").** Purchaser is not engaged in any marijuana related business and the Property will not be used for any marijuana related purpose.

2. **Seller.** Arvest Bank, an Arkansas banking corporation **(Seller").**

3. **Property.** See **EXHIBIT A** hereto **("Property").**

4. **Purchase Price. $1,000,000 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 proposed herein as follows:

   A. **Purchase of Parcels as below for $952,742**
      i. Assessor #23769

   B. **Purchase of Parcels as below for $47,258**
      i. Assessor #23770

   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 $1,000,000 Purchase Price cash amount. This analysis is shown on attached **EXHIBIT B**.

5. **Donation.** Purchaser agrees to give the Seller a Letter of Donation for the value between the cash amount Purchase Price above and the updated appraised value. Seller shall hire their 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.

6. **Financing.** This shall be an "all cash", and Donation as per Section 5, Transaction and terms herein are not contingent upon Purchaser obtaining debt reflective of specific terms, LTV, or interest rate.

7. **Purchase Contract.** Within ten (10) days (subject to extension for any holiday(s) following mutual execution of this LOI, Seller shall provide draft of purchase and sale agreement ("**PSA**") for Purchaser's review. Both parties agree to use good faith efforts to mutually execute PSA within reasonable time.

8. **Due Diligence Period.** Commencing upon mutual execution of the PSA, Purchaser shall have **60 days ("Due Diligence Period")** to review all materials relating to the Property and to complete their due diligence in their sole discretion. All site visits shall be coordinated through the Seller's broker representatives. Purchaser shall have the right to provide notice of termination of the PSA to Seller on or before the end of the Due Diligence Period, and in such event the earnest money Deposit shall be refunded to Purchaser and the parties shall not have any further obligations or rights under the 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 with all faults" 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.

9. **Earnest Money Deposit.** Purchaser shall deposit **$5,000 ("Deposit")** within 3 days following mutual execution of the PSA. Deposit shall become non-refundable at the expiration of the Due Diligence Period and applied to the Purchase Price at closing.

10. **Materials Provided by Seller**. Seller shall provide for Purchaser's review the following: (i) all lease related documents including any applicable amendments, (ii) Seller's existing redacted title insurance policy or title commitment showing all current title exceptions to the Property; (iii) all existing surveys in Seller's possession; (iv) all existing phase I environmental reports and all additional environmental reports in Seller's possession (if applicable); (v) 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, architect documents, and other documents. Any additional 3rd party reports, including cost to update existing reports, shall be *Purchaser's* responsibility, including all associated costs.

11. **Closing Period and Costs**. Close of escrow shall occur within **30 days ("COE")** after expiration of the Due Diligence Period. All costs related to closing **("Closing Costs") shall be paid per local custom** as indicated by a nationally recognized title company. Purchaser and Seller shall be responsible for their own respective attorney's fees, if any.

12. **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 the 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.

13. **Title**. Title will be good and marketable, free and clear of all liens and encumbrances, and insurable at reasonable rates by a nationally recognized title company to be designated in the PSA. Title company shall be Old Republic Title, Oklahoma City, OK with attention to Alison Nobs.

14. **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.

15. **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.**

16. **Brokerage Services**. The parties acknowledge that 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.

THIS LETTER IS NON-BINDING and does not constitute a contract to purchase or sell, nor intending to be all inclusive. If mutually executed below, which may be in separate counterparts, this letter does express the mutual intention of the parties to enter into binding agreements incorporating the above-stated terms.

THE GENERAL TERMS OUTLINED HEREIN ARE AGREED TO BY:

PURCHASER:

Signature:			
Name: (Print)	Sean Rieger, as Atty on behalf of Confidential Purchaser	Date:	July, __ 2026
Company:	Rieger Sadler Joyce, LLC	Phone Number:	405-226-8079
Address:	136 Thompson Drive	Fax Number:	
City/State/Zip	Norman, OK 73069	**E-Mail Address:**	**sp@riegerllc.com**

This Letter is Non-Binding

SELLER:

Signature:			
Name: (Print)	Shandy Belford, President & CEO	Date:	July ____, 2026
	Arvest Bank – Central Oklahoma Region	Phone Number:	405-990-2509
Address:	c/o Fleske Holding Company, LLC	Fax Number:	
	Attn: Eric C. Fleske		
	600 NW 23rd, Suite 200		
City/State/Zip	Oklahoma City, OK 73103	E-Mail Address:	eric@fleskeholding.com

This Letter is Non-Binding

EXHIBIT A

"Property"
As further depicted below

1. 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

2. 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

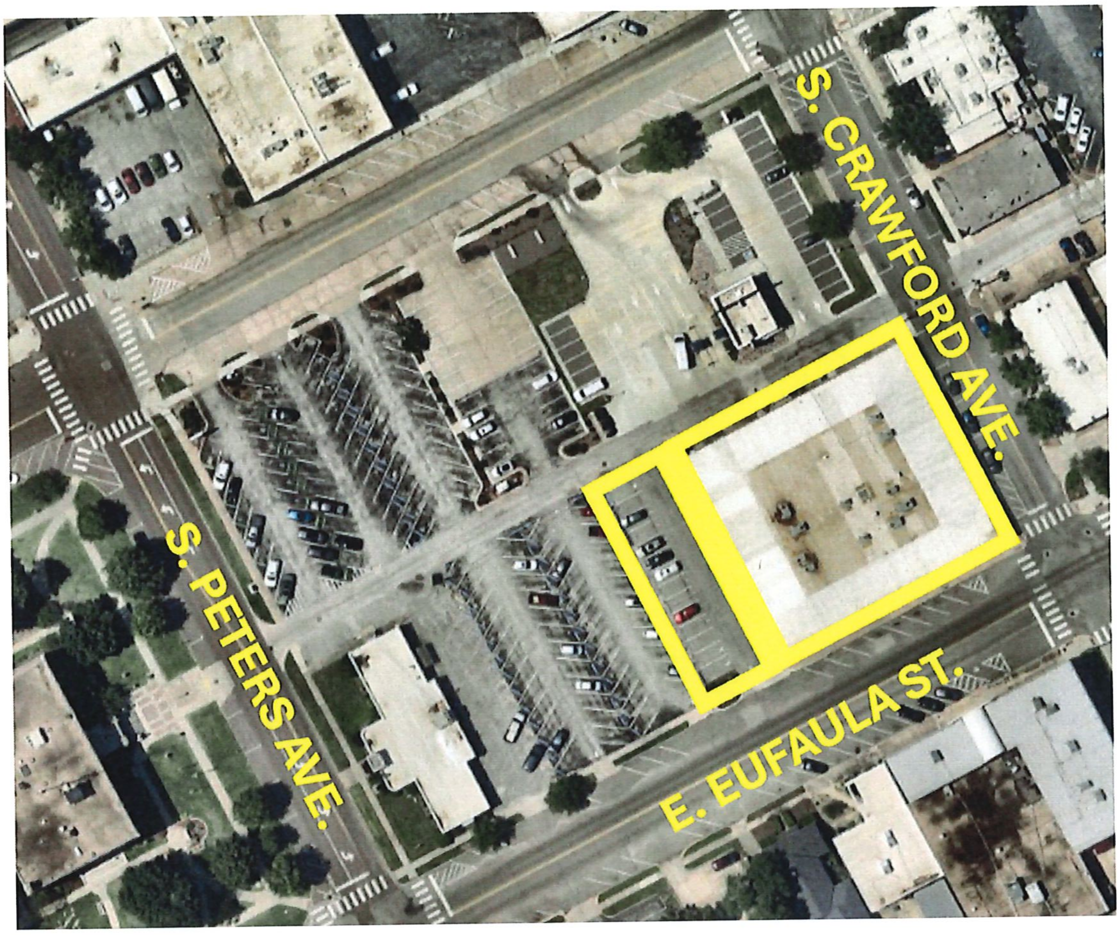

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EXHIBIT B

Purchase Price allocations

BUILDINGS						
	Acct #	Bldg SF	Assessor Market Value	% of Sum of purchased properties valuations	Total to add up to purchase cash amount	
	23769	19,131	$ 1,270,670	95.274%	$ 952,742	Credit Center authority; Building on hard corner
PARKING LOTS						
	Acct #	Land SF	Assessor Market Value			
	23770	6,970	$ 63,028	4.726%	$ 47,258	Credit Center; Lot on south half; mid-block Lot abutting credit building
					$ 1,000,000	
				$ 1,333,698		
					$ 1,000,000	**total purchase price**

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