AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
REGULAR MEETING
LAWTON CITY HALL – 212 SW 9TH STREET, LAWTON, OKLAHOMA
3RD FLOOR CONFERENCE ROOM
THURSDAY, MARCH 14, 2024 – 2:00 P.M.

AGENDA

"Official action can be taken only on items which appear on the agenda. The Authority may approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

I. CALL TO ORDER/ROLL CALL

II. REPORTS:

A. Facilities Committee – Receive a report from Chairman Henry regarding the activities of the Facilities Committee.

B. Parks & Recreation – Receive a report from the City of Lawton Parks & Rec Division.

C. Eastern Sports Management – Receive a report from Eastern Sports Management.

D. Finance Report – Consider approving the financial statement(s) from Eastern Sports Management.

III. BUSINESS ITEMS:

A. Consider approving the minutes of the December 12, 2023, and January 11, 2024, meetings.

B. Consider approving the nominations for Trustees with expiring terms in 2024.

C. Consider approving the slate of officers for 2024.

D. Consider approving two contracts for real estate purchase and take action as deemed necessary.

IV. ADJOURNMENT

"The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if interpreters for the deaf (signing) is not the necessary accommodation."

MINUTES
LAWTON YOUTH SPORTS TRUST AUTHORITY
SPECIAL MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
3rd FLOOR CONFERENCE ROOM
MONDAY, DECEMBER 11, 2023– 2:00PM

I. CALL TO ORDER/ ROLL CALL

PRESENT: Brian Henry, Hossein Moini, Carey Monroe, Mike Cowan, Steve Coleman, Randy Warren, Kelly Harris

ABSENT: Krista Ratliff, Albert Johnson Jr.

ALSO PRESENT: Tammy Branstetter, City Clerk's Office; Timothy Wilson, City Attorney's Office; Greg Gibson, City Attorney's Office; Kim McConnell, Lawton Constitution

II. REPORTS:

A. Eastern Sports Management- Receive a report from Eastern Sports Management.

Chairman Henry said Matt Elliott, ESM, is sick and unable to attend the meeting.

Chairman Henry said winter sports will be closing on December 17th, whereas they used to close in November. He noted there are currently 86 teams registered for youth basketball, and they anticipate having 100 teams by the close of registration. There were 85 youth basketball teams last year. Chairman Henry said there are currently 19 teams enrolled for youth futsal, and they anticipate having 21 teams total by the close of registration. There were 17 youth futsal teams last year. He noted that overall participation in youth sports is trending upward. Chairman Henry said the number of kids enrolled for winter sports this year is expected to be just under 1,300. This is a 22% increase from last year.

Chairman Henry said ESM will be offering several camps and clinics, to include a basketball camp and a football camp offered during spring break. They will be offering a "Little Ballers/Hoopers" class for entry level kids. This class will meet one night a week for 8 weeks.

Chairman Henry said ESM plans to offer baseball and youth softball tournaments. There will be a tournament in March, and one in late May. One of these tournaments will be done in house, and the other would be a softball benefit tournament done in partnership with USA Softball in May 2024 to raise awareness of and funding for cystic fibrosis. Chairman Henry said ESM will also be offering "Buddies at the Ballfield" - a baseball tournament for special needs kids that will be held at the Miracle League Field in Elmer Thomas Park. Elliot, ESM, has been working with the Lawton Special Needs Sports Activities Committee in planning for this event.

Chairman Henry said ESM will also be offering a 7-on-7 flag football tournament and a cheer camp in spring 2024.

Chairman Henry noted that Elliot has been working with Cameron University Athletics to see if they'd be willing to help coach camps and clinics on their off season(s). He noted that Elliot wishes to continue offering basketball classes through the summer.

Chairman Henry said ESM is also looking into putting on a Juneteenth basketball tournament.

From a marketing standpoint, Chairman Henry said ESM has created yard signs for citizens to display, and they have increased their presence on social media by joining various community groups on Facebook and sharing advertisements for Play Lawton. Chairman Henry said Lawton Public Schools has agreed to advertised for Play Lawton on the LPS website under the "Community" section.

Moini asked Monroe if she's noticed increased presence from ESM on Facebook lately.

Monroe said she does believe ESM is making an effort to increase their activity on social media. She asked if they might need help finding volunteers to coach.

Chaiman Henry said volunteer coaches are rarely ever turned away – they're always needed.

III. BUSINESS ITEMS:

A. Consider approving the minutes of the November 9, 2023 meeting.

Motion by Moini, **Second** by Warren, to approve the November 9, 2023 meeting minutes. **AYE:** Henry, Moini, Monroe, Cowan, Warren, Coleman, Harris. **NAY:** None. ***Motion Passed.***

Chairman Henry said the Authority will address the executive session item before addressing agenda items 3B and 3C.

IV. EXECUTIVE SESSION ITEMS:

A. Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of discussing the possible purchase of real property for use by the Lawton Youth Sports Authority, and if necessary, take appropriate action in open session.

Motion by Warren, **Second** by Monroe, to enter executive session. **AYE:** Monroe, Cowan, Warren, Coleman, Harris, Henry, Moini. **NAY:** None. ***Motion Passed.***

The Authority convened in executive session at 2:17 P.M.

Monroe left the meeting at 2:46 P.M.

The Authority reconvened in regular, open session at 3:19 P.M. Roll call reflected all members present.

Timothy Wilson, Acting City Attorney, read the item title as follows:

> "Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of discussing the possible purchase of real property for use by the Lawton Youth Sports Authority, and if necessary, take appropriate action in open session."

Motion by Harris, **Second** by Warren, to authorize the Chairman to negotiate with one or more perspective sellers for the purchase of real property for the planned Sports Complex. **AYE:** Warren, Coleman, Harris, Henry, Moini, Cowan. **NAY:** None. ***Motion Passed.***

3B. Consider approving an Amended Fiscal Year 2023-2024 LYSA Budget and authorize the Chairman to present the Amended Budget to the Lawton City Council for funding support approval. – STRICKEN

3C. Consider approving an Amended Limited Support Agreement between Lawton Youth Sports Trust Authority and the City of Lawton for FY 23-24 and take action as necessary. – STRICKEN

Motion by Warren, **Second** by Harris, to strike agenda items 3B and 3C. **AYE:** Warren, Coleman, Harris, Henry, Moini, Cowan. **NAY:** None. ***Motion Passed.***

V. ADJOURNMENT

Motion by Harris, **Second** by Warren, to adjourn the December 11, 2023, special meeting. **AYE:** Warren, Coleman, Harris, Henry, Moini, Cowan. **NAY:** None. ***Motion Passed.***

There being no further business, the meeting was adjourned at 3:23P.M.

AGENDA
LAWTON YOUTH SPORTS TRUST AUTHORITY
REGULAR MEETING
LAWTON CITY HALL- 212 SW 9th STREET, LAWTON, OKLAHOMA
3rd FLOOR CONFERENCE ROOM
THURSDAY, JANUARY 11, 2024 – 2:00PM

I. CALL TO ORDER/ ROLL CALL

Chairman Henry called the meeting to order at 2:00 PM in the third-floor conference room of City Hall. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

PRESENT: Brian Henry, Hossein Moini, Carey Monroe, Mike Cowan, Randy Warren, Steve Coleman, Kelly Harris*, Albert Johnson**

ABSENT: Krista Ratliff

ALSO PRESENT: Kobe Humble, Deputy City Clerk; Mitchell Dooley, Parks & Recreation; Melissa Whaley, City Attorney's Office; Christopher Turner, Turner & Associates; Kim McConnell, Lawton Constitution; Eric Swanson, Southwest Ledger; Matt Elliott, Eastern Sports Management (ESM); Tim Wilson, City Attorney's Office

*arrived at 2:01 PM and left at 3:25 PM
**arrived at 2:01 PM

Chairman Henry stated that the Annual Audit is prepared and noted that Christopher Turner will be giving the audit report at this time.

C. Consider accepting the Annual Audit from Turner & Associates and take action as deemed necessary.

Christopher Turner with Turner & Associates gave the Authority the Annual Audit report. A copy of this report can be obtained from the City Clerk's Office.

Chairman Henry noted that the 65-dollar change mentioned by Turner was for the year that ended on June 30, 2023, and was refunded back in July.

Harris asked if Turner & Associates found that the Authority was in good financial standing.

Turner said yes, there was a clean opinion, the financial statements are in order. Turner mentioned that with this being the first year to conduct the audit, he looked over everything.

Motion by Harris, **Second** by Warren, to accept the Annual Audit from Turner & Associates. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

II. REPORTS:

A. Parks & Recreation- Receive a report from the City of Lawton Parks & Rec Division.

Mitch Dooley mentioned that there was an event held at the King Center to celebrate the new year and play basketball. There were 98 people that attended the event.

Dooley said that the Parks & Rec Director, Larry Parks spoke with Matt Elliott from ESM about tournaments. Dooley was unaware of all the details, but he wanted to mention it to see if Elliott had anymore information regarding their conversation.

B. Eastern Sports Management- Receive a report from Eastern Sports Management.

Elliott mentioned that he had updated numbers, and he will have further updated numbers in February. He stated that he was taking phone calls on his way to the meeting regarding the registration of teams and players.

Elliott stated that numbers will continue to update but for right now, youth basketball is up 7% year over year in terms of total number of individual participants. There are 909 participants right now where last year there was 848. Youth futsal is up 28% in individual participants. There were 175 participants last year and 224 participants for this year. Youth volleyball is up 59% with 73 participants this year and 46 last year. The year over year total league registration is up 13% and that number will likely continue to increase because of the people still calling in to add participants.

Elliott said that in terms of looking winter of 2021 before ESM was involved, there is a 51% increase in winter league sports participation.

Elliott stated that all leagues will be starting both this upcoming Saturday, Tuesday, and Thursday of next week.

Elliott mentioned that one of their marketing initiatives is to get more action incapsulated and posted. The first focus coming up on Saturday and into the coming weeks and months is to capture more action. In doing this, our posts will be more diverse and not just program updates or product updates. We want to ensure that we are featuring the kids in action.

Monroe asked if any pictures were taken during the King Center event.

Dooley said yes, there were a few and they will get those pictures posted.

Monroe mentioned that she did hear a lot about the event.

Monroe asked how scheduling practice spaces has been.

Elliott said that it has been crazy as he knew it would be. They are trying to make things work with managing practice schedules. There has been some frustration amongst the teams due to the lack of court space and availability.

Monroe mentioned that this really underlines the need for the facility. She stated that Woodland Hills has 11 basketball teams.

Elliott mentioned that the other challenge is that there are other school activities going on as well. He said although it is challenging, they are making it happen. He said that they have been able to accommodate most of the teams, if not at one location, they have been able to get them a second location.

Elliott stated that for the spring season, leagues are posting on January 22nd and registration opens. Camps will be posting January 22nd as well. There is some marking in the works for those opening dates.

Elliott mentioned that there are plans to introduce basketball classes. We have recently hired a basketball coordinator. The program coordinators are currently helping in all facets while the basketball coordinator, James Suttles will be focused specifically on basketball. Elliott said that the team of coordinators should be able to attend the next meeting for everyone to meet. Suttles focus will solely be on basketball camps, clinics, and classes. He has been coaching basketball in Lawton for over 30 years and is heavily involved in youth sports and basketball which is why we thought he was a natural fit for the position.

Elliott stated that the information on the classes and clinics will be posted on February 5th. These will be not so much seasonal, but instead an eight-week program, maybe a couple weeks break and then start a new round. The goal is to introduce both introductory level as well as higher level clinics. We are aiming to get some of the local athletes involved. The plan is to get on the schedule as soon as possible with the new athletic director at Cameron to get involved with the athletes within the university. Elliott mentioned that there are a few Cameron basketball players that are officiating the basketball games this season. He said that they want to include the local athletes and get them involved with our youth.

Chairman Henry mentioned that this was the goal as we went into this, to get tied into Cameron by using their athletes like Norman did with OU and Stillwater with OSU.

Chairman Henry asked how many employees Play Lawton has currently.

Elliott said 15 without knowing the actual number. There are two program coordinators, Cher and Paul who are both fairly new. Cher started in July and Paul in late September. The new basketball coordinator, James Suttles started about a month ago. There is a food and beverage coordinator, Sarah. We have sort of a maintenance lead; his name is Ryan. Elliott said that these employees are the ones he plans on bringing to the next meeting. He also mentioned that there are marshals who are helping as well.

Elliott said that the team is growing which is a blessing and provides the availability to bring more programs and different things into the community. Elliott stated that he is very excited about the growing team.

Elliott said that they are in full steam ahead on planning tournaments and special events. There will be more details to come shortly on these. Both spring and summer, there are a couple of different ideas that are being worked on. A cheer competition is something to be looking forward to. There was an event held last year, Buddies at the Ballfield which was for special needs youth in Lawton. This year, we are planning on expanding that and doing one for adults as well. We have spoke with some passionate members within the community that would love to get involved. There is a Juneteenth basketball tournament that is in the works. This is something that was looked into last year but unfortunately the ball got rolling too late. This year we have gotten the ball rolling early to ensure that we make this event happen.

Elliott mentioned that he has been in touch with USA Softball of Oklahoma and Play Lawton has "unofficially" been awarded the bid for the adult co-ed state tournament to be hosted in Lawton. Elliott has also been working with their youth committee to land some of the USA Softball of Oklahoma state tournaments on the youth side to bring to Lawton as well. All of this is coming about for many different reasons. People are starting to see us, this group being more active, pushing out more product, and putting in work on the fields. People come to these fields now and they're shocked at how good they look. All these things combined is opening up doors for these discussions on hosting tournaments and partnerships with these organizations that want to bring their tournaments here.

Chairman Henry mentioned that for the state tournaments, connect with the Chamber sooner rather than later. There is Hotel/Motel tax dollars for those kinds of events.

Elliott stated that there is a meeting in Tahlequah the week after next that he will be attending virtually to receive the "official" bid. We have the "unofficial" as of Tuesday, they just have to finalize everything.

Harris asked if these tournaments would take place at the ball fields on 38th street.

Elliott answered, yes.

Monroe asked if the registration for the camps previously mentioned were for summer camps.

Elliott said yes, those will be summer camps.

Monroe asked if there is anything planned for spring break.

Elliott said that they are working on a basketball camp for spring break. He believes that it will be smaller and that it will be right after the basketball season. This will be an opportunity for players who still want to be playing basketball.

Elliott mentioned that he really wants to utilize some of the Cameron athletes who are local for the summer camps. He stated that those local athletes are most likely in off-season at that point, so he feels like that's a great opportunity to utilize them.

Elliott stated that as far as marking goes, they have had yard signs created and there are 20 of them placed mostly around schools. There is one at the Owens Center as well. Elliott was impressed by the way the signs turned out and wants to get 20 more.

Elliott said that he is wanting to get more action marketing in play which he mentioned earlier in his report. More posts that are of kids playing, videos, and other marketing ideas.

Moini mentioned that he just heard from a mom of a child that has been playing with Play Lawton. The feedback he received was about there being no "login in" on the main page of the website. Moini wants to see about making the "login in" process more user friendly.

Elliott stated that he is probably not the best person to fix the issue, in terms of his technical knowledge. He mentioned that the website has all product information, etc. and DaySmart is the registration software that is used.

Monroe mentioned that the DaySmart app is the best way to go.

Chairman Henry mentioned to Elliott that the Authority is heading towards getting on the council agenda for things that will be discussed in this meeting on January 23rd which is why John Wack is coming in. Chairman Henry stated that the Mayor and Council will probably want an update on how things are going.

C. **Finance Report – Consider approving the Treasurer Report from Hatch, Croke, and Associates as well as corresponding financial statement(s) from Eastern Sports Management.**

Chairman Henry presented financial statements and reports from Hatch, Croke, and Associates and Eastern Sports Management for the periods ended December 31, 2023, and 2022. A copy of these statements and reports may be obtained from the City Clerk's office upon request.

Moini asked why the Authority is doing three-month financials. What was the idea behind it.

Chairman Henry stated that one reason is timing and the other reason being volume. There was just not a lot of volume for the Authority's financials. He mentioned that he is supplying the ESM financial reports monthly which is the detail of the true spending. He said to keep in mind that money comes in from the city and money goes out to ESM all in one check. He also mentioned that is saves on accounting fees. Chairman Henry said that if anyone wants any of the detail regarding the ESM report, he can get them.

Motion by Moini, **Second** by Harris, to approve the financial statements and reports from Hatch, Croke, and Associates and Eastern Sports Management for the time periods ending on December 31, 2023. **AYE:**, Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

III. BUSINESS ITEMS:

A. Consider approving an Amended Fiscal Year 2023-2024 LYSA Budget, allowing for floor amendments and authorize the Chairman to present the Amended Budget to the Lawton City Council for funding support approval.

Chairman Henry stated that this item and the next item go hand in hand. The adjustment to the budget can be seen on Exhibit A. The change is to take $1.4 million dollars and splitting it so that there is flexibility for the motion that was previously passed and to be able to start the shovel ready design phase once appropriate.

Monroe pointed out on Exhibit A, under expense, the "land purchase" states eight hundred fifty thousand and no/100 dollars ($850,000) but, a higher amount was discussed. She asked if that needed to be adjusted.

Chairman Henry said yes, there is a couple of changes on that. He clarified that for "land purchase" it should read one million fifty thousand and no/100 dollars ($1,050,000.00) and the "operating income" should read one hundred fifty thousand and no/100 dollars ($150,000.00) and the note should read "Grant allows for up to three hundred fifty thousand and no/100 dollars ($350,000.00) for the land purchase and the remaining one hundred fifty thousand and no/100 dollars ($150,000.00) restricted to construction costs or equipment.

Motion by Warren, **Second** by Harris, to approve the Amended Fiscal Year 2023-2024 LYSA Budget with the floor amendment of changing expense land purchase to one million fifty thousand and no/100 dollars ($1,050,000.00), changing the total expense to two million two hundred twenty-seven thousand two hundred thirty-four and no/100 dollars ($2,227,234.00), changing operating income deficit to one hundred fifty thousand and no/100 dollars ($150,000.00), changing the in the note that the grant allows for up to three hundred fifty thousand and no/100 dollars ($350,000.00) for the land purchase and one hundred fifty thousand and no/100 dollars ($150,000.00) is restricted to construction costs and equipment and authorize the Chairman to present the Amended Budget to the Lawton City Council for funding support approval. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

B. Consider approving an Amended Limited Support Agreement between Lawton Youth Sports Trust Authority and the City of Lawton for FY 23-24 and take action as deemed necessary.

Chairman Henry stated that this Amended Limited Support Agreement is similar to the original Limited Support Agreement.

Chairman Henry discussed some of the changes that are underlined in the agenda packet. A copy of this agreement with the underlined changes may be obtained from the City Clerk's office upon request.

Monroe asked if any money carries over past this fiscal year, does it have to be returned and then reapplied for.

Chairman Henry said that the money would just have to be included in the budget for the next fiscal year.

Chairman Henry stated that his hope is to move quickly on a contract and has already drafted at potential RFP for the design component.

Warren asked if there are any changes within this agreement that need to happen because of the cost of land.

Chairman Henry stated no because it states up to $1.4 million for the design and/or purchase and/or lease. That change is in the budget.

Tim Wilson mentioned that the budget would be an exhibit to the Amended Limited Support Agreement.

Chairman Henry mentioned that it is not an increase in the budget, it is just spending the money differently. If the authority does not spend up to $1.4 million than the budget will need to be revised potentially.

Motion by Moini, **Second** by Johnson, to approve the Amended Limited Support Agreement between Lawton Youth Sports Trust Authority and the City of Lawton for FY 23-24. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

C. Consider accepting the Annual Audit from Turner & Associates and take action as deemed necessary.

This item was discussed earlier in the meeting.

Motion by Harris, **Second** by Warren, to accept the Annual Audit from Turner & Associates. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

IV. EXECUTIVE SESSION ITEMS:

A. Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session for the purpose of discussing the possible purchase of real property for use by the Lawton Youth Sports Authority, and if necessary, take appropriate action in open session.

Motion by Warren, **Second** by Harris, to enter executive session. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

The Authority convened in executive session at 2:36 PM and reconvened in regular, open session at 3:16 PM. Roll call reflected all members present.

Motion by Harris, **Second** by Warren, to direct the Chairman work with potential sellers on a contract or contracts to purchase real property in the general area of East Gore Boulevard and SE 45th Street, and when appropriate, bring back such proposed contract or contracts for the board's consideration. **AYE:** Moini, Monroe, Henry, Harris, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

V. ADJOURNMENT

Motion by Moini, **Second** by Monroe, to adjourn the January 11, 2024, meeting. **AYE:** Moini, Monroe, Henry, Cowan, Warren, Coleman, Johnson. **NAY:** None. ***Motion Passed.***

There will be no further business, the meeting adjourned at 3:28 PM.

Lawton Youth Sports Authority

Slate of Officers: 2024

Chairman – Brian Henry

Vice Chairman – Hossein Moini

Treasurer – Dr. Krista Ratliff

Secretary – Steve Coleman

Lawton Youth Sports Trust Authority

Proposed slate of Trustees to fill expiring terms for 2024, as per Trust Indenture:

Dr. Krista Ratliff, LYSA nominee, Term will expire 2027
Carey Monroe, LYSA nominee. Term will expire 2027
***Kelly Harris**, City Council Representative. Term will expire 2027

*Filled the unexpired initial term of Sean Fortenbaugh, City Council Representative

PLAY LAWTON

Monthly Financial Reports

January 2024

Prepared by

Eastern Sports Management
Amy Cinalli

EASTERN SPORTS MANAGEMENT

PLAY Lawton
Monthly Financial Report
January 31 2024
Table of Contents

ESM Lawton LLC

Profit and Loss

January 2024

	TOTAL
Income	
41000 Leagues	12,922.63
48000 Memberships	-10.00
Total Income	**$12,912.63**
Cost of Goods Sold	
50000 Cost of Goods	6,900.00
Total Cost of Goods Sold	**$6,900.00**
GROSS PROFIT	**$6,012.63**
Expenses	
60000 Administrative Expenses	2,590.93
61000 Facility Expenses	3,437.50
62000 Insurance Expense	574.76
64000 Marketing & Advertising	209.47
65000 Salaries and Wages	13,576.16
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	**$27,888.82**
NET OPERATING INCOME	**$ -21,876.19**
Other Income	
90000 LYSA Operations Funding	21,876.19
Total Other Income	**$21,876.19**
NET OTHER INCOME	**$21,876.19**
NET INCOME	**$0.00**

ESM Lawton LLC

Profit and Loss

January 2024

	TOTAL
Income	
41000 Leagues	
41200 Flag Football	0.00
41300 Volleyball	662.86
41400 Adult Softball	0.00
41500 Basketball	6,488.68
41600 Adult Volleyball	0.00
41700 Youth Futsal	4,704.13
41800 Adult Futsal	1,066.96
41900 Youth Baseball	0.00
41950 Youth Softball	0.00
Total 41000 Leagues	**12,922.63**
48000 Memberships	
48200 Miracle League Membership	-10.00
Total 48000 Memberships	**-10.00**
Total Income	**$12,912.63**
Cost of Goods Sold	
50000 Cost of Goods	
51000 Leagues CGS	
51200 Referee CGS	
51220 Referee Youth Volleyball CGS	90.00
51225 Referee Youth Basketball CGS	3,685.00
51230 Referee Adult Futsal CGS	400.00
51235 Referee Youth Futsal CGS	650.00
51240 Referee Youth Baseball CGS	125.00
Total 51200 Referee CGS	**4,950.00**
51300 Facility Rentals	1,950.00
Total 51000 Leagues CGS	**6,900.00**
Total 50000 Cost of Goods	**6,900.00**
Total Cost of Goods Sold	**$6,900.00**
GROSS PROFIT	**$6,012.63**
Expenses	
60000 Administrative Expenses	
60050 Employee Appreciation	575.14
60100 Dues & Subscriptions	413.08
60250 Credit Card Merchant Fees	333.62
60375 Postage	4.08
60450 Meals and Entertainment	69.55
60500 Bank Service Charges	
60510 Bank Service Fee	38.00
Total 60500 Bank Service Charges	**38.00**

ESM Lawton LLC

Profit and Loss

January 2024

	TOTAL
60600 Computer Expenses	
60630 Registration Software	680.96
60650 HR/Finance Software	158.99
Total 60600 Computer Expenses	**839.95**
60700 Telephone, Internet & Audio Visual Expense	
60710 Telephone & Internet	291.06
Total 60700 Telephone, Internet & Audio Visual Expense	**291.06**
60760 Background Screening	26.45
Total 60000 Administrative Expenses	**2,590.93**
61000 Facility Expenses	
61100 Repairs and Maintenance	
61120 Fields & Grounds Maintenance	3,437.50
Total 61100 Repairs and Maintenance	**3,437.50**
Total 61000 Facility Expenses	**3,437.50**
62000 Insurance Expense	
62250 Commercial Package Policy & Umbrella	574.76
Total 62000 Insurance Expense	**574.76**
64000 Marketing & Advertising	209.47
65000 Salaries and Wages	
65030 Facilities Wages	1,057.50
65040 Food & Beverage Wages	19.00
65050 Operations Wages	2,947.00
65060 Programs Management Wages	5,790.62
65250 Payroll Taxes	954.73
65400 Benefits	
65410 Health Insurance Benefits	585.44
65420 Phone Stipend	50.00
Total 65400 Benefits	**635.44**
65900 Accrued Salaries and Wages	1,798.45
65950 Accrued Payroll Taxes	373.42
Total 65000 Salaries and Wages	**13,576.16**
69000 Eastern Sports Management Fee	7,500.00
Total Expenses	**$27,888.82**
NET OPERATING INCOME	**$ -21,876.19**
Other Income	
90000 LYSA Operations Funding	21,876.19
Total Other Income	**$21,876.19**
NET OTHER INCOME	**$21,876.19**
NET INCOME	**$0.00**

ESM Lawton LLC

Profit and Loss

July 2023 - January 2024

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	TOTAL
Income								
41000 Leagues								$0.00
41100 Tackle Football	0.00	0.00	1,540.65	5,716.24	3,233.11			$10,490.00
41200 Flag Football	1,375.00	0.00	1,998.72	1,793.06	818.22		0.00	$5,985.00
41300 Volleyball	0.00	0.00	1,162.00	1,045.80	697.20	0.00	662.86	$3,567.86
41400 Adult Softball	1,000.00	0.00	2,346.79	3,127.34	870.87		0.00	$7,345.00
41500 Basketball				0.00	0.00	0.00	6,488.68	$6,488.68
41600 Adult Volleyball					0.00	0.00	0.00	$0.00
41700 Youth Futsal			0.00	0.00	0.00	0.00	4,704.13	$4,704.13
41800 Adult Futsal				0.00	0.00	0.00	1,066.96	$1,066.96
41900 Youth Baseball	2,206.00	0.00	647.29	653.65	292.06		0.00	$3,799.00
41950 Youth Softball	2,949.56	1,286.44	0.00	0.00	75.00		0.00	$4,311.00
Total 41000 Leagues	**7,530.56**	**1,286.44**	**7,695.45**	**12,336.09**	**5,986.46**	**0.00**	**12,922.63**	**$47,757.63**
42000 Concessions								$0.00
42100 Food	257.04	260.67	102.88	248.49	203.95			$1,073.03
42200 Drinks	481.48	496.12	157.40	224.64	174.44			$1,534.08
Total 42000 Concessions	**738.52**	**756.79**	**260.28**	**473.13**	**378.39**			**$2,607.11**
44000 Rentals					150.00			$150.00
46000 Tournaments & Special Events								$0.00
46100 Tournaments								$0.00
46110 Tournament Registration				0.00	0.00			$0.00
Total 46100 Tournaments				**0.00**	**0.00**			**$0.00**
Total 46000 Tournaments & Special Events				**0.00**	**0.00**			**$0.00**
48000 Memberships								$0.00
48200 Miracle League Membership	10.00		20.00		10.00		-10.00	$30.00
Total 48000 Memberships	**10.00**		**20.00**		**10.00**		**-10.00**	**$30.00**
Total Income	**$8,279.08**	**$2,043.23**	**$7,975.73**	**$12,809.22**	**$6,524.85**	**$0.00**	**$12,912.63**	**$50,544.74**
Cost of Goods Sold								
50000 Cost of Goods								$0.00
51000 Leagues CGS								$0.00
51200 Referee CGS								$0.00
51205 Referee Youth Tackle Football CGS			1,200.00	1,955.00	1,600.00			$4,755.00
51210 Referee Youth Flag Football CGS			875.00	970.00	865.00			$2,710.00
51220 Referee Youth Volleyball CGS			295.00	320.00	270.00		90.00	$975.00
51225 Referee Youth Basketball CGS							3,685.00	$3,685.00
51230 Referee Adult Futsal CGS							400.00	$400.00
51235 Referee Youth Futsal CGS							650.00	$650.00
51240 Referee Youth Baseball CGS			240.00	205.00	175.00		125.00	$745.00
51245 Referee Adult Softball CGS	60.00		1,740.00	1,560.00	180.00			$3,540.00
51250 Referee Youth Softball CGS	860.00	2,100.00						$2,960.00
Total 51200 Referee CGS	**920.00**	**2,100.00**	**4,350.00**	**5,010.00**	**3,090.00**		**4,950.00**	**$20,420.00**
51300 Facility Rentals			1,950.00		1,904.00		1,950.00	$5,804.00
Total 51000 Leagues CGS	**920.00**	**2,100.00**	**6,300.00**	**5,010.00**	**4,994.00**		**6,900.00**	**$26,224.00**
52000 Concessions CGS	292.25	63.74	239.37	181.67	64.82	122.22		$964.07
56000 Tournaments & Special Events CGS				490.79				$490.79
Total 50000 Cost of Goods	**1,212.25**	**2,163.74**	**6,539.37**	**5,682.46**	**5,058.82**	**122.22**	**6,900.00**	**$27,678.86**
Total Cost of Goods Sold	**$1,212.25**	**$2,163.74**	**$6,539.37**	**$5,682.46**	**$5,058.82**	**$122.22**	**$6,900.00**	**$27,678.86**
GROSS PROFIT	**$7,066.83**	**$ -120.51**	**$1,436.36**	**$7,126.76**	**$1,466.03**	**$ -122.22**	**$6,012.63**	**$22,865.88**

ESM Lawton LLC

Profit and Loss

July 2023 - January 2024

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	TOTAL
Expenses								
60000 Administrative Expenses								$0.00
60050 Employee Appreciation					80.75	250.74	575.14	$906.63
60100 Dues & Subscriptions	337.40	391.79	384.25	398.00	398.00	398.00	413.08	$2,720.52
60150 Professional Fees		23.92						$23.92
60250 Credit Card Merchant Fees	284.15	301.67	340.44	160.37	228.30	413.74	333.62	$2,062.29
60350 Office Supplies			53.44	55.82		39.14		$148.40
60375 Postage	131.65		33.09			32.81	4.08	$201.63
60400 Travel Expense		672.65	328.90	457.46	676.10			$2,135.11
60450 Meals and Entertainment							69.55	$69.55
60500 Bank Service Charges								$0.00
60510 Bank Service Fee		76.20	3.00	41.75	8.00	6.75	38.00	$173.70
60512 Atlantic Union	11.25	2.00	2.25					$15.50
Total 60500 Bank Service Charges	**11.25**	**78.20**	**5.25**	**41.75**	**8.00**	**6.75**	**38.00**	**$189.20**
60600 Computer Expenses								$0.00
60630 Registration Software	675.66	649.28	688.19	700.29	651.20	704.44	680.96	$4,750.02
60650 HR/Finance Software	129.69	144.51	285.81	178.31	176.79	177.15	158.99	$1,251.25
Total 60600 Computer Expenses	**805.35**	**793.79**	**974.00**	**878.60**	**827.99**	**881.59**	**839.95**	**$6,001.27**
60700 Telephone, Internet & Audio Visual Expense								$0.00
60710 Telephone & Internet	452.03		550.84	254.69	291.05	291.05	291.06	$2,130.72
Total 60700 Telephone, Internet & Audio Visual Expense	**452.03**		**550.84**	**254.69**	**291.05**	**291.05**	**291.06**	**$2,130.72**
60760 Background Screening	52.90	58.25	42.40	216.60	211.60	238.20	26.45	$846.40
60900 Legal Fees		150.00						$150.00
Total 60000 Administrative Expenses	**2,074.73**	**2,470.27**	**2,712.61**	**2,463.29**	**2,721.79**	**2,552.02**	**2,590.93**	**$17,585.64**
61000 Facility Expenses								$0.00
61100 Repairs and Maintenance								$0.00
61110 Cleaning Supplies	90.73			106.69				$197.42
61120 Fields & Grounds Maintenance		3,437.00	3,437.00	3,437.00	3,437.50	3,437.50	3,437.50	$20,623.50
61140 Concession Stand Supplies & Maintenance	200.00							$200.00
61180 Facility Supplies & Maintenance	616.88	1,383.85	498.77	18.26	59.13			$2,576.89
Total 61100 Repairs and Maintenance	**907.61**	**4,820.85**	**3,935.77**	**3,561.95**	**3,496.63**	**3,437.50**	**3,437.50**	**$23,597.81**
Total 61000 Facility Expenses	**907.61**	**4,820.85**	**3,935.77**	**3,561.95**	**3,496.63**	**3,437.50**	**3,437.50**	**$23,597.81**
62000 Insurance Expense								$0.00
62250 Commercial Package Policy & Umbrella	568.65	568.65	935.76	574.76	574.76	574.76	574.76	$4,372.10
Total 62000 Insurance Expense	**568.65**	**568.65**	**935.76**	**574.76**	**574.76**	**574.76**	**574.76**	**$4,372.10**
64000 Marketing & Advertising	97.27	576.00	294.47	187.49	186.55	755.13	209.47	$2,306.38
65000 Salaries and Wages								$0.00
65030 Facilities Wages		288.75	1,327.50	1,616.25	1,488.75	1,830.00	1,057.50	$7,608.75
65040 Food & Beverage Wages	1,245.50	703.00	1,023.75	1,729.25	947.75	242.25	19.00	$5,910.50
65050 Operations Wages	5,906.12	6,011.12	6,228.12	2,516.50	3,048.50	2,072.00	2,947.00	$28,729.36
65060 Programs Management Wages	314.00	466.00	429.00	6,635.62	6,920.12	8,356.93	5,790.62	$28,912.29
65250 Payroll Taxes	614.83	615.15	765.27	1,105.43	1,096.44	1,094.01	954.73	$6,245.86
65400 Benefits								$0.00
65410 Health Insurance Benefits	507.98	507.98	507.98	507.98	507.98	507.98	585.44	$3,633.32
65420 Phone Stipend	50.00	50.00	50.00	50.00	50.00		50.00	$300.00
Total 65400 Benefits	**557.98**	**557.98**	**557.98**	**557.98**	**557.98**	**507.98**	**635.44**	**$3,933.32**
65900 Accrued Salaries and Wages	454.73	1,434.45	2,430.23	1,002.96	-2,096.54	-3,074.08	1,798.45	$1,950.20
65950 Accrued Payroll Taxes	48.70	193.09	311.64	111.56	-301.47	-340.53	373.42	$396.41
Total 65000 Salaries and Wages	**9,141.86**	**10,269.54**	**13,073.49**	**15,275.55**	**11,661.53**	**10,688.56**	**13,576.16**	**$83,686.69**

ESM Lawton LLC

Profit and Loss

July 2023 - January 2024

	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	TOTAL
68000 Program Expenses								$0.00
68100 Awards and Tshirts		349.71			1,674.06			$2,023.77
68200 Sports Equipment and Supplies			160.90					$160.90
Total 68000 Program Expenses		**349.71**	**160.90**		**1,674.06**			**$2,184.67**
69000 Eastern Sports Management Fee	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	$52,500.00
Total Expenses	**$20,290.12**	**$26,555.02**	**$28,613.00**	**$29,563.04**	**$27,815.32**	**$25,507.97**	**$27,888.82**	**$186,233.29**
NET OPERATING INCOME	**$ -13,223.29**	**$ -26,675.53**	**$ -27,176.64**	**$ -22,436.28**	**$ -26,349.29**	**$ -25,630.19**	**$ -21,876.19**	**$ -163,367.41**
Other Income								
90000 LYSA Operations Funding	13,223.29	26,675.53	27,176.64	22,436.28	26,349.29	25,630.19	21,876.19	$163,367.41
Total Other Income	**$13,223.29**	**$26,675.53**	**$27,176.64**	**$22,436.28**	**$26,349.29**	**$25,630.19**	**$21,876.19**	**$163,367.41**
NET OTHER INCOME	**$13,223.29**	**$26,675.53**	**$27,176.64**	**$22,436.28**	**$26,349.29**	**$25,630.19**	**$21,876.19**	**$163,367.41**
NET INCOME	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

ESM Lawton LLC

Balance Sheet

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 Atlantic Union - Operating	2,951.44
10010 Liberty Bank	30,100.19
10040 Cash Drawers / Safe	300.00
Total Bank Accounts	**$33,351.63**
Accounts Receivable	
11000 Accounts Receivable	14,376.19
11500 Accounts Receivable - Daysmart	24,569.25
Total Accounts Receivable	**$38,945.44**
Other Current Assets	
12000 Prepaid Assets	
12100 Prepaid Insurance	4,023.31
Total 12000 Prepaid Assets	**4,023.31**
13000 Concessions Inventory	93.48
Total Other Current Assets	**$4,116.79**
Total Current Assets	**$76,413.86**
TOTAL ASSETS	**$76,413.86**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	24,825.84
Total Accounts Payable	**$24,825.84**
Credit Cards	
25000 Credit Card	69.55
Total Credit Cards	**$69.55**
Other Current Liabilities	
22000 Sales Tax Payable	0.00
23000 Unearned Revenue	
23100 Unearned Revenue - Leagues	19,756.37
Total 23000 Unearned Revenue	**19,756.37**
24000 Accrued Expenses	
24100 Accrued Payroll	3,701.35
24200 Accrued Payroll Taxes	560.75
Total 24000 Accrued Expenses	**4,262.10**
26000 ESM Operating Fund Liability	27,500.00
Total Other Current Liabilities	**$51,518.47**
Total Current Liabilities	**$76,413.86**

ESM Lawton LLC

Balance Sheet

As of January 31, 2024

	TOTAL
Total Liabilities	**$76,413.86**
Equity	
Retained Earnings	0.00
Net Income	0.00
Total Equity	**$0.00**
TOTAL LIABILITIES AND EQUITY	**$76,413.86**

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of _________ ___, 2024 (the "**Effective Date**"), by DONNA G. RICHARDS and GEORGE I. BRIDGES, JR., TRUSTEES OF THE FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST (collectively the "**Seller**"), and LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Buyer**").

The parties agree as follows:

1. Sale and Purchase. Seller agrees to sell and Buyer agrees to purchase the following real property consisting of Tract 1, Tract 2, and Tract 3 (collectively, the "**Property**") comprising 47.4 acres located in Lawton, Comanche County, Oklahoma, on the terms and conditions set forth in this Agreement:

1.1 The parcel of land comprising approximately 33.3 acres, the legal description and general site depiction of which appears on **Exhibit A**, including all appurtenances and improvements ("**Tract 1**");

1.2 The parcel of land comprising approximately 10 acres, the legal description and general site depiction of which appears on **Exhibit B**, including all appurtenances and improvements ("**Tract 2**"); and

1.3 The parcel of land comprising approximately 4.1 acres, the legal description and general site depiction of which appears on **Exhibit C**, including all appurtenances and improvements ("**Tract 3**").

2. Purchase Price. The purchase price for the Property shall be $495,000 ($10,443.04 per acres). Buyer shall pay the purchase price as follows:

2.1 Deposit. Within 3 business days after the Effective Date, Buyer shall deposit with Sovereign Abstract &Title, 1609 W. Gore Blvd. Lawton, Ok Attn: Candy (the "**Title Company**"), an earnest money deposit in the amount of $25,000 (the "**Deposit**") to be applied against the purchase price at the Closing. The Title Company shall hold and disburse the Deposit in accordance with this Agreement.

2.2 Payment at Closing. At the Closing, the Title Company shall deliver the Deposit to Seller and Buyer shall pay to Seller the balance of the purchase price by wire transfer to an account designated by Seller.

3. Title.

3.1 Title Commitment. As soon as reasonably practicable, Seller shall instruct the Title Company to bring to date and furnish abstracts of title covering the Property through the effective date hereof (the "**Abstract**"). The Title Company shall deliver a commitment for an ALTA owner's policy of title insurance covering the Property (the "**Title Commitment**") issued by the Title Company and legible copies (when legible copies are available) of all documents that are the basis for proposed exceptions to coverage in the Title Commitment (the "**Exception Documents**"). The Title Commitment shall name Buyer as the proposed insured and state the purchase price as the policy amount. Buyer shall promptly deliver to Seller copies of the Title Commitment and Exception Documents.

3.2 Survey. Buyer may obtain a survey of the Property by a licensed surveyor in Oklahoma (the "**Survey**"). The Survey shall be certified to Buyer and Seller. Buyer shall promptly deliver a copy of the Survey to Seller upon receipt.

3.3 Review. Buyer shall have a period (the "**Review Period**") ending 30 days after receipt of the Title Commitment, Abstract, and any Survey, but in no event beyond the expiration of the Inspection Period to notify Seller of any objections to any matters appearing in the Title Commitment, Abstract, or Survey that cause Seller's title to the Property to not be marketable. Any matters referred to in the Title Commitment, Abstract, or Survey to which Buyer does not object in writing within the Review Period shall be deemed to be permitted exceptions to Seller's title (the "**Permitted Exceptions**"). The Permitted Exceptions shall also include (a) liens for taxes, assessments, and governmental charges with respect to the Property that are not yet due or payable, (b) title to the oil, gas, and minerals, and (c) applicable zoning and land use laws and regulations.

3.4 Curing Objections. Seller shall satisfy at or before Closing all mortgages, deeds of trust, judgments, or other liens placed on the Property by Seller ("**Encumbrances**"). Seller shall not be obligated to cure or attempt to cure any matters referred to in the Title Commitment, Abstract, or the Survey to which Buyer objects under Section 3.3, except as provided in the preceding sentence, or to satisfy any requirements in the Title Commitment for the issuance of a title insurance policy. Should, as of the expiration of the Inspection Period (as defined in Section 4.3), any such matters to which Buyer objects remain uncured or should Seller not commit to satisfy any requirements at or before the Closing, then Buyer may waive its objections, in which case such matters will become Permitted Exceptions, and purchase the Property without reduction of the purchase price or terminate this Agreement on or before the expiration of the Inspection Period. If Buyer terminates this Agreement, the Deposit shall be promptly returned to Buyer.

4. Diligence Materials and Inspections.

4.1 Delivery of Information. As soon as reasonably practicable, Seller shall provide to Buyer copies of or access to all of the following that are in Seller's possession (the "**Diligence Material**"): copies of title reports, title insurance commitments or policies, recent appraisals, and surveys relating to the Property.

4.2 No Liability. Buyer acknowledges that Seller has not made or will not make any representation or warranty about the accuracy or completeness of the Diligence Material. Seller shall not have any liability to Buyer or any other person relating to or resulting from use of the Diligence Material.

4.3 Inspection. During the period beginning on the Effective Date and ending 30 days within the Effective Date (the "**Inspection Period**"), Buyer and its consultants, agents, employees, and inspecting architects and engineers (collectively, "**Consultants**") shall have reasonable access to the Property for the purpose of conducting, at Buyer's sole cost and expense, any inspections or tests that Buyer wishes to make, including an environmental site assessment. Buyer and the Consultants (a) shall not interfere with any activities of Seller at the Property; (b) shall, to the extent allowed under Oklahoma law, indemnify, defend, and hold Seller harmless from all claims or costs arising or resulting from such inspections and tests, and (c) will promptly repair any damage to the Property or the personal property within the Property caused by the inspections and tests. The foregoing indemnity obligations shall survive any termination of this Agreement. Buyer and the Consultants shall not enter the Property or conduct any inspections or tests thereon without first coordinating the entry, test, or inspection with Seller's designated representative. If Buyer, in its discretion, determines that Buyer's intended use and development is not feasible or that the Property is otherwise unsatisfactory, Buyer may terminate this Agreement by notifying Seller in writing during the Inspection Period of Buyer's election to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Section 4.3, the Deposit shall be returned to Buyer. If Buyer does not provide such termination notice to Seller by the expiration of the Inspection Period, then Buyer shall be deemed to have approved the Property and, in such event, Buyer shall be deemed to have waived any further right to terminate this Agreement pursuant to this Section 4.3 and the Deposit shall have been fully earned by Seller and the Deposit shall thereafter be non-refundable to Buyer, except as expressly provided in this Agreement.

4.4 Reserved.

4.5 As-Is Sale; Release. Seller is selling the Property "AS-IS, WHERE IS, WITH ALL FAULTS." Neither Seller nor any of its representatives has made any statement or representation or warranty about the physical condition of the Property on which Buyer has relied in entering into this Agreement or on which Buyer will rely in purchasing the Property. Buyer represents that its managers, members, and Consultants are knowledgeable, experienced, and sophisticated in the purchase of real estate and that Buyer is relying and will rely solely on its own expertise and that of Buyer's managers, members, and Consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Upon Closing, Buyer shall assume the risk that adverse matters, including adverse physical or construction defects or adverse environmental, health, or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer releases Seller and its respective successors and assigns from any claims which Buyer or any party related to or affiliated with Buyer has or may have arising from or related to any matter or thing related to the Property, except as expressly set forth in this Agreement to the contrary.

a. Buyer further acknowledges that a tenant currently occupies a residential house located on a portion of the Property near 45th Street, and Buyer further acknowledges that Seller intends to terminate such lease arrangement and require tenant to vacate the Property prior to Closing. Failure of Seller to remove such tenant or occupant by the Closing Deadline shall not be deemed a breach of this Agreement, and Seller shall be afforded reasonable time to remove such tenant or occupant so long as Seller is pursuing such removal in good faith. Note: Buyer is not requiring Seller to demolish the residential structure.

5. Closing. The closing of the sale of the Property (the "**Closing**") shall occur on a day acceptable to Buyer and Seller that is within 60 days of the Effective Date (the "**Closing Deadline**"). At or before the Closing, Seller and Buyer shall each take such actions and deliver the duly executed and acknowledged documents necessary or appropriate to close the sale as described in this Agreement. All documents shall be reasonably satisfactory to the legal counsel for the parties. The actions to be performed and the documents to be delivered at the Closing include those described in this section.

5.1 Seller's Acts and Deliveries. Seller shall deliver the following:

(a) A special warranty deed in the form set forth on **Exhibit D** conveying the Property to Buyer, subject to the Permitted Exceptions and the Restrictive Covenants (the "**Deed**");

(b) An affidavit and indemnity of Seller enabling the Title Company to insure Buyer's title to the Property without exceptions for unfiled liens, rights of parties in possession, and matters created, first appearing in the public records, or attaching subsequent to the effective date of the Title Commitment but prior to Buyer's acquisition of title of record to the Property;

(c) An affidavit of Seller sufficient to relieve Buyer of its withholding obligations under § 1445 of the Internal Revenue Code;

(d) A settlement statement; and

(e) Any documentation required by local applicable laws.

5.2 Buyer's Acts and Deliveries. Buyer shall deliver the following:

(a) Balance of the purchase price;

(b) A settlement statement; and

(c) Any documentation required by local applicable laws.

6. Costs. At Closing, Seller shall pay Seller's attorneys' fees, the cost of curing Buyer's title objections at Seller's discretion, the costs for abstracting and title examination by the Title Company and one-half of the costs of the closing fees and expenses of the Title Company. At Closing, Buyer shall pay Buyer's attorneys' fees, the costs of the Survey, if any, the premium for the owner's and/or lender's title insurance policy and any endorsements issued in connection therewith, the documentary stamp or transfer taxes, all recording fees, all costs associated with Buyer's inspections, and one-half of the costs of the closing fees and expenses of the Title Company. The liability of the parties for these allocated costs shall survive any termination of this Agreement.

7. Prorations. Seller shall be responsible for the payment of all ad valorem real estate taxes and assessments assessed against the Property for the years prior to the year of Closing and all matured special assessments against the Property. Ad valorem real estate taxes and assessments for the year of Closing shall be prorated between Buyer and Seller. If the actual amount of ad valorem taxes and assessments for the year of Closing cannot be determined at Closing, the proration shall be on the basis of the amount assessed for the prior year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of Closing.

8. Conditions to Buyer's Obligation to Close. The obligation of Buyer to close and purchase the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Seller's performance of all of its obligations under this Agreement in all material respects, which Buyer may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

9. Condition to Seller's Obligation to Close. The obligation of Seller to close and sell the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Buyer's performance of all of its obligations under this Agreement in all material respects, which Seller may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

10. Restrictive Covenant. The Deed shall contain covenants and restrictions as to the use and development of the Property (the "**Restrictive Covenants**"), which shall burden the Property and benefit certain property owned by Donna Richards Cooper located near the Property. The Restrictive Covenants are set forth more specifically on Exhibit C of the Deed attached hereto, which are incorporated herein.

11. Breach or Failure to Close; Termination. If the sale of the Property is not consummated due to Buyer's default, then Seller may, as its sole remedy for such default, terminate this Agreement and receive the Deposit as liquidated damages and not as a penalty, because the actual damages to Seller from a default by Buyer would be impractical or extremely difficult to ascertain and the amount of the Deposit is a reasonable estimate of the actual damages. If the sale of the Property is not consummated due to Seller's default, then Buyer shall be entitled to receive the return of the Deposit and seek specific performance of this Agreement; provided, however, that Buyer must commence any such action for specific performance within 120 days after the Closing Deadline. Buyer or Seller may terminate this Agreement if the Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply

fully with its obligations under this Agreement) by the Closing Deadline, in which event the Deposit shall be returned to Buyer.

12. Damage or Destruction. If the Property is damaged by any casualty prior to the Closing, Seller shall notify Buyer in writing (the "**Casualty Notice**"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's reasonable determination as to whether or not the casualty is covered by Seller's insurance. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, at Buyer's option, Buyer may (a) elect to terminate this Agreement within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer, or (b) elect to take the Property as it then is, in which event at Closing all of the property insurance proceeds for the Property shall be assigned by Seller to Buyer and Buyer shall receive a credit against the purchase price in an amount equal to the amount of any insurance proceeds received by Seller in respect of the damage. For the purposes of this section, the Property will be deemed to be "materially damaged" if the damage to the Property is greater than $100,000.

13. Condemnation. Seller will give Buyer prompt notice of any actual or threatened condemnation of any portion of the Property. If prior to the Closing there is a threat of or an actual condemnation of any material portion of the Property, Buyer may terminate this Agreement by written notice to Seller within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, Buyer shall purchase the Property without reduction of the purchase price, and Seller shall assign or pay to Buyer all of Seller's interest in any condemnation award. For the purposes of this section, "material portion" shall mean a taking of the Property valued at greater than $100,000.

14. Miscellaneous.

14.1 Intentionally Omitted.

14.2 Time. Time is of the essence of this Agreement. If the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, the period shall be extended to end on the next day that is not a Saturday, Sunday, or legal holiday.

14.3 Notice. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below, or transmitted by email to the email address for each party set forth. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the 3rd business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided above, upon receipt if sent prior to 5:00 p.m. local time at the address of the addressee, or on the next business day if delivered after 5:00 p.m. local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner.

14.4 Brokerage Commission. To the extent allowed under Oklahoma law, Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims and expenses arising out of or resulting from any agreement alleged to have been made by the indemnifying party or on its behalf with any other broker or finder in connection with this Agreement or the transaction contemplated by this Agreement.

14.5 Construction. The rule of construction that a document is to be construed most strictly against the party who drafted the document is not applicable to this Agreement because both parties participated in the preparation of this Agreement. "Includes" and "including" are not limiting. References to sections and exhibits are to sections and exhibits of this Agreement unless otherwise indicated. References to numbered sections include included sections. For example, a reference to Section 1 includes Section 1.1, 1.1(a), etc. Any reference to "this Agreement" is a reference to this Agreement as a whole, and is not limited to the particular section, clause, exhibit, or provision in which the reference appears, and to this Agreement as amended, supplemented, replaced, or assigned from time to time. The meanings of defined terms are applicable to the singular and plural forms of the defined terms.

14.6 Counterparts. This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Agreement or of executed signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

14.7 Attorneys' Fees. In any action between the parties relating to this Agreement, each party shall be responsible for their respective attorney fees and costs.

14.8 Further Assurances. Each party will without further consideration execute and deliver such other documents and take such other actions, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate or evidence more effectively the purposes or subject matter of this Agreement, at the sole cost of the requesting party.

14.9 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma. The parties agree that they are each subject to the personal jurisdiction of the state courts sitting in Comanche County in the State of Oklahoma and that such courts shall be the exclusive jurisdiction for bringing all actions that might arise from or be related to this Agreement.

14.10 Limitation of Liability. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant hereto or in connection herewith, the maximum aggregate liability of Seller in connection with the Property and/or the sale thereof to Buyer, including, without limitation, for Seller's breaches of its obligations in this Agreement or in any documents executed by Seller pursuant hereto or in connection herewith, shall not exceed $25,000 in the aggregate. provided, however, that notwithstanding the foregoing to the contrary, such limitation of liability shall not apply to any fraud or intentional misconduct of Seller. The provisions of this Section shall survive the Closing. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's members, shareholders, employees, agents, directors, officers or other owners of Seller.

14.11 No Punitive, Special or Consequential Damages. Buyer and Seller hereby each waive and release any right each might otherwise have to seek punitive, special and/or consequential damages from the other.

14.12 Reserved.

14.13 Binding Effect; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Buyer shall have the right to assign this Agreement to an affiliate that is under common control with Buyer, with prompt written notice to Seller of such assignment. Buyer shall also have the authority to assign this Agreement to its beneficiary, the City of Lawton. No assignment or transfer shall affect or relieve the liability of Buyer under this Agreement.

14.14 Intentionally Omitted.

14.15 Entire Agreement. This Agreement constitutes the final expression of the entire agreement between Buyer and Seller and there are no agreements, understandings, restrictions, warranties, or representations other than those stated in this Agreement. This Agreement cannot be amended except by a writing executed by Buyer and Seller.

(Signatures on following pages)

**** * * Signature Page to Real Estate Purchase Agreement * * ****

EXECUTED as of the Effective Date.

SELLER:

FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST

By: ______________________________
Donna G. Richards, Trustee

Address: 322 SE Camelot Drive, Lawton, OK 73501
Email: okieflame@aol.com

By: ______________________________
George I. Bridges, Jr., Trustee

Address: 6222 NW Stonebridge Ct., Lawton, OK 73505
Email: georgebridges@sbcglobal.net

and a copy to:
Isai Molina
McAfee & Taft A Professional Corporation
Eighth Floor, Two Leadership Square
211 N. Robinson Avenue
Oklahoma City, Oklahoma 73102-7103
Email: isai.molina@mcafeetaft.com

BUYER:

LAWTON YOUTH SPORTS TRUST AUTHORITY

____
Brian Henry, Chairman of the Trust Authority

Address: ______________________________
Email: ______________________________

Acceptance and Receipt by Title Company

The undersigned acknowledges receipt of the Deposit and agrees to hold the Deposit in accordance with this Agreement.

EXECUTED on ___________ __, 2024.

[Sovereign Abstract & Title]

By:_________________________________
Name:_______________________________
Title:_______________________________

Address: [____]
Attn: ______________________
Email: _____________________

EXHIBIT A

Legal Description

Tract 1:

34-2N-11W C T BEG AT NW/C NE/4; THN (S89*46'05"E) 910.09'; THN (S00 *11'05"E) 75' TO NE/C OF LOT 1 BLK 10 REGAL EST PT 1; THN (S00*13' 55"W) 182' ON E BDRY OF REGAL EST PT 1; THN (S08*04'58"W) 336.11'; (S24*07'34.22"W) 356.55' TO POB; THN (S24*07'34.22"W) 115.32'; THN THN (S39*39'26"E) 21.58'; THN (S50*20'34"W) 60.0'; THN SE ALG CURVE TO RIGHT HVNG RAD=210' FOR 7.91' SD CURVE HAVNG CHORD BEARING (S40* 48'36"E) & CHORD=7.9'; THN (S39*39'26"E) 28.63'; THN SE ON TANG CUR TO LEFT HAVNG RAD=310.0' & CURVE LENGTH 134.86' SD CURVE HAVNG CHOR BEARING (S52*07'12"E) & CHORD=133.8'; THN (S64*34'58"E) 96.85'; THN (S34*42'25"W) 150.87'; THN (S55*17'35"E) 9.0'; THN (S34*42'25"W)

Parcel ID: 02N11W-34-1-29975-341-0001

Depiction

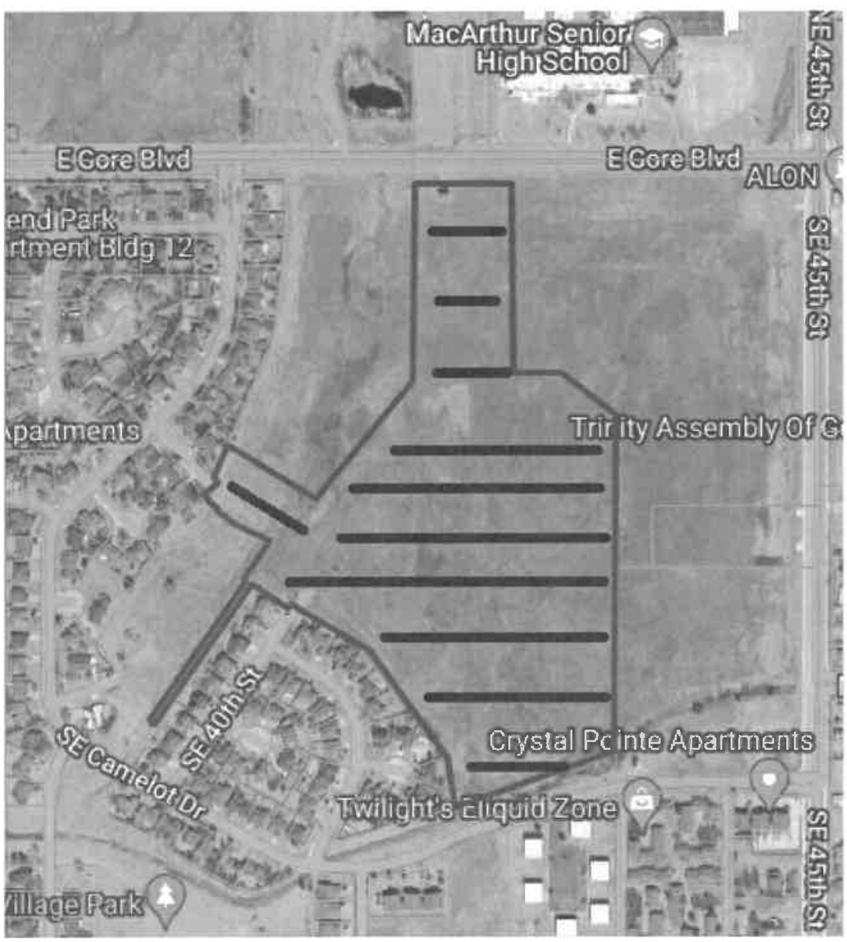

EXHIBIT B

Legal Description

Tract 2:

34-2N-11W C T NE OF SE/4 OF NE/4

Parcel ID: 02N11W-34-1-29975-000-0000

Depiction

EXHIBIT C

Legal Description

Tract 3:

34-2N-11W C T BEG AT NW/C NE/4; THN (S89*46'05"E) 910.09' ON N LNE OF NE/4; THN (S00*11'05"E) 75' TO NE/C OF LOT 1 BLK 10 REGAL EST PT 1; THN (S00*13'55"W) 182' THN (S08*04'58"W) 336.11' ON E BDRY OF REGAL EST PT 1; THN (S24*07'34.22"W) 356.55'; THN (S24*07'34.22"W) 115.32'; THN (S39*39'26"E) 21.58'; THN (S50*20'34"W) 60.0' TO POB; THN SE ALG CURVE TO RIGHT HAVNG RAD=210' 7.91' SD CURVE HAVNG CHORD =(S40*48'36"E) & CHORD=7.9'; THN (S39*39'26"E) 28.63'; THN SE ON TANG CURVE TO LEFT HAVNG RAD=310.0' & CURVE =134.86' SD CURVE HAVNG CHORD BEARING (S52*07'12"E) & LENGTH OF 133.8'; THN (S64*34'58"E) 96.85'; THN (S34*42'25"W) 150.87'; THN (S55*17'35"E) 9.0'; THN (S34

Parcel ID: 02N11W-34-1-29975-341-0001

Depiction

EXHIBIT D

Deed

When Recorded Mail to:

SPECIAL WARRANTY DEED

DONNA G. RICHARDS and GEORGE I. BRIDGES, JR., TRUSTEES OF THE FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST ("**Grantor**"), whose mailing address is [____________________________], for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Grantee**"), whose mailing address is [____________________________], the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee that certain real property located in Comanche County, Oklahoma, and being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof for all purposes (the "**Land**"), together with (i) all improvements thereon (the "**Improvements**") and (ii) all right, title and interest of Grantor in and to all streets, alleys, easements and rights of way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances belonging thereto (the "**Appurtenances**"). The Land, the Improvements, and the Appurtenances may sometimes hereinafter be referred to collectively as the "**Property**". It is expressly acknowledged by Grantee that the conveyance provided for herein by Grantor shall not include any of Grantor's right, title or interest in and to all oil, gas, sulphur and other minerals located in, on or under the Land and that may be produced therefrom, together with any rights under any leases of such rights, all royalties, rentals, bonuses, and other payments and consideration from any and all such leases now or hereafter existing and any and all other rights, title and interest appurtenant to such rights (such excluded rights hereinafter the "**Mineral Rights**"); provided, however, that notwithstanding such Mineral Rights, as a part of such reservation by Grantor, the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Grantor, on behalf of itself and its successors and assigns, waives all rights to the surface of the Land and to the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas, sulphur or other minerals from the Land but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas, sulphur and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land, or by any other method that does not require ingress and egress over the surface of the Land, provided that such actions do not restrict or negatively impact the construction of improvements on the Land (the "**Surface Waiver**").

This Special Warranty Deed is made and accepted expressly subject to (i) those encumbrances and exceptions (hereinafter collectively the "**Permitted Exceptions**") set forth in **Exhibit B** attached hereto and by this reference made a part hereof for all purposes, to the extent and only to the extent valid and enforceable against the Property, (ii) the Restrictive Covenants, as such term is defined and set forth in **Exhibit C** attached hereto and by this reference made a part hereof for all purposes,; and (iii) the reservation of the Mineral Rights (as limited by the Surface Waiver).

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, the Restrictive Covenants and the reservation of Mineral Rights (as limited by the Surface Waiver), unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

(Signature Page to Follow)

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the _____ day of __________, 2024.

GRANTOR:

FRANK L. RICHARDS 1992 REVOCABLE LIVING TRUST

By: ________________________________
Donna G. Richards, Trustee

By: ________________________________
George I. Bridges, Jr., Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ________ day of ____________, 2024, by Donna G. Richards, Trustee of the Frank L. Richards 1992 Revocable Living Trust.

____
NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. ____________________

My Commission Expires:

____
(SEAL)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ________ day of ____________, 2024, by George I. Bridges, Jr., Trustee of the Frank L. Richards 1992 Revocable Living Trust.

____
NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. ____________________

My Commission Expires:

____

(SEAL)

Exhibit A to Special Warranty Deed

Legal Description of Property

Exhibit B to Special Warranty Deed

Permitted Exceptions

Exhibit C to Special Warranty Deed

Restrictive Covenants and Repurchase Option

Grantor and Grantee agree and acknowledge that the following restrictions and covenants (the "Restrictive Covenants") in this **Exhibit C** relate to the Property conveyed under this Special Warranty Deed itself and the conveyance by Grantor pursuant to this Special Warranty Deed is made in conjunction with and exchange for the Restrictive Covenants.

1. Use Restrictions. The use restrictions and covenants set forth in this Section 1 shall be appurtenant to and run with the Property and be binding on the owner of the Property for a period of twenty-five (25) years from the date hereof. Except as prohibited by law, Grantee and any successor owner of the Property shall only use the Property for the following use:

> The Property shall be used for the purposes of youth sports activities and youth athletic programs and substantially similar youth recreational activities, as well as adult sporting activities, special events and recreational activities, said uses including but not limited to the future development, construction, operation, and management of facilities such as but not limited to at least one indoor sports facility and outdoor sports facilities, the sum total of these facilities being known as a "sports complex" and any necessary appurtenances thereto, and for no other purpose unless a variance or exception is otherwise provided by the Grantor in writing ("Uses"). The youth and adult activities on the Property may generate income for the Grantee or any successor owner.

2. Remedies. If at any time Grantee or any successor owner of the Property breaches any of the Restrictive Covenants, then Grantor, following a final determination from a court of a breach, shall be entitled to (i) seek all available remedies, including but not limited to injunctive relief or (ii) elect to exercise the "Repurchase Option" described below.

3. Repurchase Option. In the event that Grantee is found by a court to have breached the Restrictive Covenant, then Grantor shall have the right and option to repurchase the Property (the "Repurchase Option") on the terms and conditions set forth in this **Exhibit C**. Grantor shall have the ability to exercise its Repurchase Option by providing written notice (the "Repurchase Notice") within 120 days after a final determination of Grantee's breach by a court. If Grantor fails to exercise Grantor's Repurchase Option within this timeframe, said option will be deemed waived.

4. Closing; Purchase Price. In the event that Grantor exercises the Repurchase Option, the closing of such repurchase by Grantor shall take place within one-hundred eighty (180) days after the date of the Repurchase Notice, at which time Grantor shall pay to Grantee in immediately available funds a sum equal the fair market value of the property and any improvements thereon, less the amount of any documentary stamp tax applicable to the conveyance and the reasonable closing costs of Grantor. The fair market value of the property, including any improvements thereon, shall be determined by the average of three appraisals. The Grantor shall select an appraiser who will provide an appraisal. The Grantee will select an appraiser who will provide an appraisal. The Grantor and the Grantee will then jointly select a third appraiser to provide an appraisal. In the event the Grantor and Grantee are unable to agree upon a third appraiser, the original two appraisers shall select the third appraiser. At said closing of the repurchase, (x) Grantee shall convey the Property to Grantor by special warranty deed, subject only to those title matters as were contained in the conveyance from Grantor to the Grantee, and (y) Grantee shall fully pay, satisfy, and discharge all mortgages granted by Grantee, and all judgments, mechanics liens, and delinquent real property taxes arising out of the acts or omissions of Grantee, out of the proceeds otherwise to be paid to

Grantee at such closing. Taxes and assessments for the then current year shall be prorated as of the date of said closing.

Exhibit "C-1" to Special Warranty Deed

Legal Description of Beneficiary Property

REGAL ESTATES BLK 6 LOT 15 & BEG SE/C SD LOT 14, BLK 6, THN (N31*20'37"W) 95.65' THN SW'RLY ON A CUR TO LFT HAV A RAD OF 50' FOR A DISTANCE OF 10.965', THN (S31* 20'37"E) 95.146', THN (N67*33' 00"E) 11' TO POB LESS: BEG AT NORTHERN MOST COR LOT 15 BLK 6 REGAL EST THN (S33*23'25"W) 220.04' THN (N31*36'31"E) 223.008' THN (S34*11'23"E) 7.5' TO POB & LESS: BEG AT NORTHERN MOST COR LOT 16 BLK 6 THN (S76*03'53"W) 144.32' THN (S33*23'25"W) 15.0' THN (N75*04'25"E) 155.928' THN NW'RLY ON A CUR TO RT HAV RAD OF 50.0' A DIST OF 7.5' TO POB

Parcel ID: 02N11W-34-1-22400-006-0015

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of ____________, 2024 (the "**Effective Date**"), by DONNA RICHARDS COOPER and James M. Cooper, wife and husband ("**Seller**"), and LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Buyer**").

The parties agree as follows:

1. Sale and Purchase. Seller agrees to sell and Buyer agrees to purchase that certain real property comprising approximately 37.59 acres located in Lawton, Comanche County, Oklahoma, the legal description of which appears on **Exhibit A** and a general site depiction of which appears on **Exhibit B**, including all appurtenances and improvements (the "**Property**").

2. Purchase Price. The parties agree that the Property has a fair market value of One Million and No/100 Dollars ($1,000,000.00), provided, however, that the parties have agreed that the consideration to be paid to Seller for the conveyance of the Property shall be made as follows:

2.1 Deposit. Within 3 business days after the Effective Date, Buyer shall deposit with [Sovereign Abstract & Title 1609 W Gore Blvd. Lawton, Ok , Attn: _Candy____] (the "**Title Company**"), an earnest money deposit in the amount of $25,000 (the "**Deposit**") to be applied against the purchase price at the Closing. The Title Company shall hold and disburse the Deposit in accordance with this Agreement.

2.2 Payment at Closing. At the Closing, the Title Company shall deliver the Deposit to Seller and Buyer shall pay to Seller the amount of Five Hundred Five Thousand and No/100 Dollars ($505,000.00) in cash or other immediately available funds (the "**Cash Payment**"). The balance of the value of the Property, Four Hundred Ninety-Five Thousand and No/100 Dollars ($495,000.00), shall be considered as payment in kind, which shall be treated as a charitable donation by Seller to Buyer (the "**Donation**").

2.3 The Cash Payment and the Donation may sometimes hereinafter be referred to as the "**purchase price**". Buyer shall cooperate with Seller to obtain any reasonable and customary substantiation of the Donation, including, without limitation, an MAI appraisal of the Property confirming the value of the Property as set forth in this Section, a letter from Buyer with an unqualified acknowledgment of the receipt of the in-kind charitable donation by Seller, and delivery of IRS Form 8283 confirming the Donation.

3. Title.

3.1 Title Commitment. As soon as reasonably practicable, Seller shall instruct the Title Company to bring to date and furnish abstracts of title covering the Property through the effective date hereof (the "**Abstract**"). The Title Company shall deliver a commitment for an ALTA owner's policy of title insurance covering the Property (the "**Title Commitment**") issued by the Title Company and legible copies (when legible copies are available) of all documents that are the basis for proposed exceptions to coverage in the Title Commitment (the "**Exception Documents**"). The Title Commitment shall name Buyer as the proposed insured and state the purchase price as the policy amount. Buyer shall promptly deliver to Seller copies of the Title Commitment and Exception Documents.

3.2 Survey. Buyer may obtain a survey of the Property by a licensed surveyor in Oklahoma (the "**Survey**"). The Survey shall be certified to Buyer and Seller. Buyer shall promptly deliver a copy of the Survey to Seller upon receipt.

3.3 Review. Buyer shall have a period (the "**Review Period**") ending 30 days after receipt of the Title Commitment, Abstract, and any Survey, but in no event beyond the expiration of the Inspection Period to notify Seller of any objections to any matters appearing in the Title Commitment, Abstract, or Survey that cause Seller's title to the Property to not be marketable. Any matters referred to in the Title Commitment, Abstract, or Survey to which Buyer does not object in writing within the Review Period shall be deemed to be permitted exceptions to Seller's title (the "**Permitted Exceptions**"). The Permitted Exceptions shall also include (a) liens for taxes, assessments, and governmental charges with respect to the Property that are not yet due or payable, (b) title to the oil, gas, and minerals, and (c) applicable zoning and land use laws and regulations.

3.4 Curing Objections. Seller shall satisfy at or before Closing all mortgages, deeds of trust, judgments, or other liens placed on the Property by Seller ("**Encumbrances**"). Seller shall not be obligated to cure or attempt to cure any matters referred to in the Title Commitment, Abstract, or the Survey to which Buyer objects under Section 3.3, except as provided in the preceding sentence, or to satisfy any requirements in the Title Commitment for the issuance of a title insurance policy. Should, as of the expiration of the Inspection Period (as defined in Section 4.3), any such matters to which Buyer objects remain uncured or should Seller not commit to satisfy any requirements at or before the Closing, then Buyer may waive its objections, in which case such matters will become Permitted Exceptions, and purchase the Property without reduction of the purchase price or terminate this Agreement on or before the expiration of the Inspection Period. If Buyer terminates this Agreement, the Deposit shall be promptly returned to Buyer.

4. Diligence Materials and Inspections.

4.1 Delivery of Information. As soon as reasonably practicable, Seller shall provide to Buyer copies of or access to all of the following that are in Seller's possession (the "**Diligence Material**"): copies of title reports, title insurance commitments or policies, recent appraisals, and surveys relating to the Property.

4.2 No Liability. Buyer acknowledges that Seller has not made or will not make any representation or warranty about the accuracy or completeness of the Diligence Material. Seller shall not have any liability to Buyer or any other person relating to or resulting from use of the Diligence Material.

4.3 Inspection. During the period beginning on the Effective Date and ending 30 days within the Effective Date (the "**Inspection Period**"), Buyer and its consultants, agents, employees, and inspecting architects and engineers (collectively, "**Consultants**") shall have reasonable access to the Property for the purpose of conducting, at Buyer's sole cost and expense, any inspections or tests that Buyer wishes to make, including an environmental site assessment. Buyer and the Consultants (a) shall not interfere with any activities of Seller at the Property; (b) shall, to the extent allowed under Oklahoma law, indemnify, defend, and hold Seller harmless from all claims or costs arising or resulting from such inspections and tests, and (c) will promptly repair any damage to the Property or the personal property within the Property caused by the inspections and tests. The foregoing indemnity obligations shall survive any termination of this Agreement. Buyer and the Consultants shall not enter the Property or conduct any inspections or tests thereon without first coordinating the entry, test, or inspection with Seller's designated representative. If Buyer, in its discretion, determines that Buyer's intended use and development is not feasible or that the Property is otherwise unsatisfactory, Buyer may terminate this Agreement by notifying Seller in writing during the Inspection Period of Buyer's election to terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Section 4.3, the Deposit shall be returned to Buyer. If Buyer does not provide such termination notice to Seller by the expiration of the Inspection Period, then Buyer shall be deemed to have approved the Property and, in such event, Buyer shall be deemed to have waived any further right to terminate this Agreement pursuant to this Section 4.3 and the Deposit shall have been fully earned by Seller and the Deposit shall thereafter be non-refundable to Buyer, except as expressly provided in this Agreement.

4.4 Reserved.

4.5 As-Is Sale; Release. Seller is selling the Property "AS-IS, WHERE IS, WITH ALL FAULTS." Neither Seller nor any of its representatives has made any statement or representation or warranty about the physical condition of the Property on which Buyer has relied in entering into this Agreement or on which Buyer will rely in purchasing the Property. Buyer represents that its managers, members, and Consultants are knowledgeable, experienced, and sophisticated in the purchase of real estate and that Buyer is relying and will rely solely on its own expertise and that of Buyer's managers, members, and Consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Upon Closing, Buyer shall assume the risk that adverse matters, including adverse physical or construction defects or adverse environmental, health, or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer releases Seller and its respective successors and assigns from any claims which Buyer or any party related to or affiliated with Buyer has or may have arising from or related to any matter or thing related to the Property, except as expressly set forth in this Agreement to the contrary.

a. Buyer further acknowledges that a tenant currently occupies a building located on a portion of the Property for the purpose of operating a hair salon business, and Buyer further acknowledges that Seller intends to terminate such lease arrangement and require tenant to vacate the Property and ensuring removal of such structure on or prior to Closing. Failure of Seller to remove such tenant or occupant and ensure removal of such structure by the Closing Deadline shall not be deemed a breach of this Agreement, and Seller shall be afforded reasonable time to remove such tenant and structure so long as Seller is pursuing such removal in good faith.

5. Closing. The closing of the sale of the Property (the "**Closing**") shall occur on a day acceptable to Buyer and Seller that is within 60 days of the Effective Date (the "**Closing Deadline**"). At or before the Closing, Seller and Buyer shall each take such actions and deliver the duly executed and acknowledged documents necessary or appropriate to close the sale as described in this Agreement. All documents shall be reasonably satisfactory to the legal counsel for the parties. The actions to be performed and the documents to be delivered at the Closing include those described in this section.

5.1 Seller's Acts and Deliveries. Seller shall deliver the following:

(a) A special warranty deed in the form set forth on **Exhibit C** conveying the Property to Buyer, subject to the Permitted Exceptions and the Restrictive Covenants (the "**Deed**");

(b) An affidavit and indemnity of Seller enabling the Title Company to insure Buyer's title to the Property without exceptions for unfiled liens, rights of parties in possession, and matters created, first appearing in the public records, or attaching subsequent to the effective date of the Title Commitment but prior to Buyer's acquisition of title of record to the Property;

(c) An affidavit of Seller sufficient to relieve Buyer of its withholding obligations under § 1445 of the Internal Revenue Code;

(d) A settlement statement; and

(e) Any documentation required by local applicable laws.

5.2 Buyer's Acts and Deliveries. Buyer shall deliver the following:

(a) Balance of the purchase price;

(b) A letter from Buyer to Seller with an unqualified acknowledgment of the receipt of the in-kind charitable donation by Seller of $495,000.00, in a form which is customary and agreed upon by the parties and delivery of an IRS Form 8283.

(c) A settlement statement; and

(d) Any documentation required by local applicable laws.

6. Costs. At Closing, Seller shall pay Seller's attorneys' fees, the costs for abstracting and title examination by the Title Company, the cost of curing Buyer's title objections at Seller's discretion, and one-half of the costs of the closing fees and expenses of the Title Company. At Closing, Buyer shall pay Buyer's attorneys' fees, the costs of the Survey, if any, the premium for the owner's and/or lender's title insurance policy and any endorsements issued in connection therewith, the documentary stamp or transfer taxes, all recording fees, all costs associated with Buyer's inspections, and one-half of the costs of the closing fees and expenses of the Title Company. The liability of the parties for these allocated costs shall survive any termination of this Agreement.

7. Prorations. Seller shall be responsible for the payment of all ad valorem real estate taxes and assessments assessed against the Property for the years prior to the year of Closing and all matured special assessments against the Property. Ad valorem real estate taxes and assessments for the year of Closing shall be prorated between Buyer and Seller. If the actual amount of ad valorem taxes and assessments for the year of Closing cannot be determined at Closing, the proration shall be on the basis of the amount assessed for the prior year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of Closing.

8. Conditions to Buyer's Obligation to Close. The obligation of Buyer to close and purchase the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Seller's performance of all of its obligations under this Agreement in all material respects, which Buyer may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

9. Condition to Seller's Obligation to Close. The obligation of Seller to close and sell the Property shall be subject to and conditioned upon the satisfaction, at or before the Closing, of Buyer's performance of all of its obligations under this Agreement in all material respects, which Seller may waive in its discretion. Seller and Buyer shall use reasonable efforts to cause the satisfaction of the conditions at or before the Closing.

10. Restrictive Covenant. The Deed shall contain covenants and restrictions as to the use and development of the Property (the "**Restrictive Covenants**"), which shall burden the Property and benefit certain property owned by Seller located near the Property. The Restrictive Covenants are set forth more specifically on Exhibit C of the Deed attached hereto, which are incorporated herein.

11. Breach or Failure to Close; Termination. If the sale of the Property is not consummated due to Buyer's default, then Seller may, as its sole remedy for such default, terminate this Agreement and receive the Deposit as liquidated damages and not as a penalty, because the actual damages to Seller from a default by Buyer would be impractical or extremely difficult to ascertain and the amount of the Deposit is a reasonable estimate of the actual damages. If the sale of the Property is not consummated due to Seller's

default, then Buyer shall be entitled to receive the return of the Deposit and seek specific performance of this Agreement; provided, however, that Buyer must commence any such action for specific performance within 120 days after the Closing Deadline. Buyer or Seller may terminate this Agreement if the Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) by the Closing Deadline, in which event the Deposit shall be returned to Buyer.

12. Damage or Destruction. If the Property is damaged by any casualty prior to the Closing, Seller shall notify Buyer in writing (the "**Casualty Notice**"). The Casualty Notice shall include a description of the damage in reasonable detail, Seller's estimate of the time and cost to repair the damage, and Seller's reasonable determination as to whether or not the casualty is covered by Seller's insurance. All risk of loss to the Property shall remain with Seller prior to Closing. If the Property is materially damaged prior to Closing and Seller is either unable or unwilling to restore the Property prior to Closing to substantially the same condition it was prior to the casualty, at Buyer's option, Buyer may (a) elect to terminate this Agreement within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer, or (b) elect to take the Property as it then is, in which event at Closing all of the property insurance proceeds for the Property shall be assigned by Seller to Buyer and Buyer shall receive a credit against the purchase price in an amount equal to the amount of any insurance proceeds received by Seller in respect of the damage. For the purposes of this section, the Property will be deemed to be "materially damaged" if the damage to the Property is greater than $100,000.

13. Condemnation. Seller will give Buyer prompt notice of any actual or threatened condemnation of any portion of the Property. If prior to the Closing there is a threat of or an actual condemnation of any material portion of the Property, Buyer may terminate this Agreement by written notice to Seller within 20 days after Buyer receives the notice described above or at the Closing, whichever is earlier, in which event the Deposit shall be returned to Buyer. If Buyer does not elect to terminate this Agreement, Buyer shall purchase the Property without reduction of the purchase price, and Seller shall assign or pay to Buyer all of Seller's interest in any condemnation award. For the purposes of this section, "material portion" shall mean a taking of the Property valued at greater than $100,000.

14. Miscellaneous.

14.1 Intentionally Omitted.

14.2 Time. Time is of the essence of this Agreement. If the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, the period shall be extended to end on the next day that is not a Saturday, Sunday, or legal holiday.

14.3 Notice. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below, or transmitted by email to the email address for each party set forth. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the 3rd business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided above, upon receipt if sent prior to 5:00 p.m. local time at the address of the addressee, or on the next business day if delivered after 5:00 p.m. local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner.

14.4 Brokerage Commission. To the extent allowed under Oklahoma law, Seller and Buyer shall each indemnify and hold the other harmless from and against any and all claims and expenses arising out of or resulting from any agreement alleged to have been made by the indemnifying party or on its behalf with any other broker or finder in connection with this Agreement or the transaction contemplated by this Agreement.

14.5 Construction. The rule of construction that a document is to be construed most strictly against the party who drafted the document is not applicable to this Agreement because both parties participated in the preparation of this Agreement. "Includes" and "including" are not limiting. References to sections and exhibits are to sections and exhibits of this Agreement unless otherwise indicated. References to numbered sections include included sections. For example, a reference to Section 1 includes Section 1.1, 1.1(a), etc. Any reference to "this Agreement" is a reference to this Agreement as a whole, and is not limited to the particular section, clause, exhibit, or provision in which the reference appears, and to this Agreement as amended, supplemented, replaced, or assigned from time to time. The meanings of defined terms are applicable to the singular and plural forms of the defined terms.

14.6 Counterparts. This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart shall be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Agreement or of executed signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

14.7 Attorneys' Fees. In any action between the parties relating to this Agreement, each party shall be responsible for their respective attorney fees and costs.

14.8 Further Assurances. Each party will without further consideration execute and deliver such other documents and take such other actions, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate or evidence more effectively the purposes or subject matter of this Agreement, at the sole cost of the requesting party.

14.9 Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Oklahoma. The parties agree that they are each subject to the personal jurisdiction of the state courts sitting in Comanche County in the State of Oklahoma and that such courts shall be the exclusive jurisdiction for bringing all actions that might arise from or be related to this Agreement.

14.10 Limitation of Liability. Notwithstanding any provision to the contrary contained in this Agreement or any documents executed by Seller pursuant hereto or in connection herewith, the maximum aggregate liability of Seller in connection with the Property and/or the sale thereof to Buyer, including, without limitation, for Seller's breaches of its obligations in this Agreement or in any documents executed by Seller pursuant hereto or in connection herewith, shall not exceed $25,000 in the aggregate. provided, however, that notwithstanding the foregoing to the contrary, such limitation of liability shall not apply to any fraud or intentional misconduct of Seller. The provisions of this Section shall survive the Closing. In addition, in no event whatsoever shall recourse be had or liability asserted against any of Seller's members, shareholders, employees, agents, directors, officers or other owners of Seller.

14.11 No Punitive, Special or Consequential Damages. Buyer and Seller hereby each waive and release any right each might otherwise have to seek punitive, special and/or consequential damages from the other.

14.12 Reserved.

14.13 Binding Effect; Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Buyer shall have the right to assign this Agreement to an affiliate that is under common control with Buyer, with prompt written notice to Seller of such assignment. Buyer shall also have the authority to assign this Agreement to its beneficiary, the City of Lawton. No assignment or transfer shall affect or relieve the liability of Buyer under this Agreement.

14.14 Intentionally Omitted.

14.15 Entire Agreement. This Agreement constitutes the final expression of the entire agreement between Buyer and Seller and there are no agreements, understandings, restrictions, warranties, or representations other than those stated in this Agreement. This Agreement cannot be amended except by a writing executed by Buyer and Seller.

(Signatures on following pages)

*** *Signature Page to Real Estate Purchase Agreement* ***

EXECUTED as of the Effective Date.

SELLER:

____

Donna Richards Cooper, a married woman

____

James M. Cooper, husband to Donna Richards Cooper

Address: 235 NW Cooper Rd, Cache, OK 73527
Email: okieflame@aol.com

and a copy to:
Isai Molina
McAfee & Taft A Professional Corporation
Eighth Floor, Two Leadership Square
211 N. Robinson Avenue
Oklahoma City, Oklahoma 73102-7103
Email: isai.molina@mcafeetaft.com

BUYER: LAWTON YOUTH SPORTS TRUST AUTHORITY

____

Brian Henry, Chairman of the Trust Authority

Address: ______________________________
Email: ______________________________

Acceptance and Receipt by Title Company

The undersigned acknowledges receipt of the Deposit and agrees to hold the Deposit in accordance with this Agreement.

EXECUTED on ___________ __, 2024.

[Sovereign Abstract & Title]

By:____________________________________
Name:__________________________________
Title:___________________________________

Address: [____]
Attn: __________________________
Email: _________________________

EXHIBIT A

Legal Description

34-2N-11W C T NE/4 LESS: BEG AT SE/C NE/4 NE/4 THEN N ALG E BDRY 200' THN W PAR TO S BDRY 544.5' THN S PAR TO E BDRY 200' THN E ALG S BDRY 544.5' TO POB LESS: BEG AT NW/C NE/4; THN (S89*46'05'E) ON N LNE OF SD NE/4; THN (S00*11'05'E) 75' TO NE/C OF LOT 1 BLK 10 REGAL EST PT 1; THN (S00*13'55'W) 182' ON E BDRY OF REGAL EST PT 1; THN (S08*04'58'W) 336.11' ON E BDRY OF SD REGAL EST PT 1; THN (S24* 07'34.22'W) 356.55' ON E BDRY OF SD REGAL EST PT 1 TO POB; THN (S24 *07'34.22'W) 115.32'; THN (S39*39'26'E) 21.58'; THN (S50*20'34'W) 60.0'; THN SE ALG CURVE TO RT HAVNG RAD=210' FOR 7.91' SD CURVE HAVNG BEARING (S40*48'36'E) & CHORD=7.9' ON E BDRY OF REGAL EST PT1

Parcel ID: 02N11W-34-1-29975-341-0001

EXHIBIT B

Site Depiction

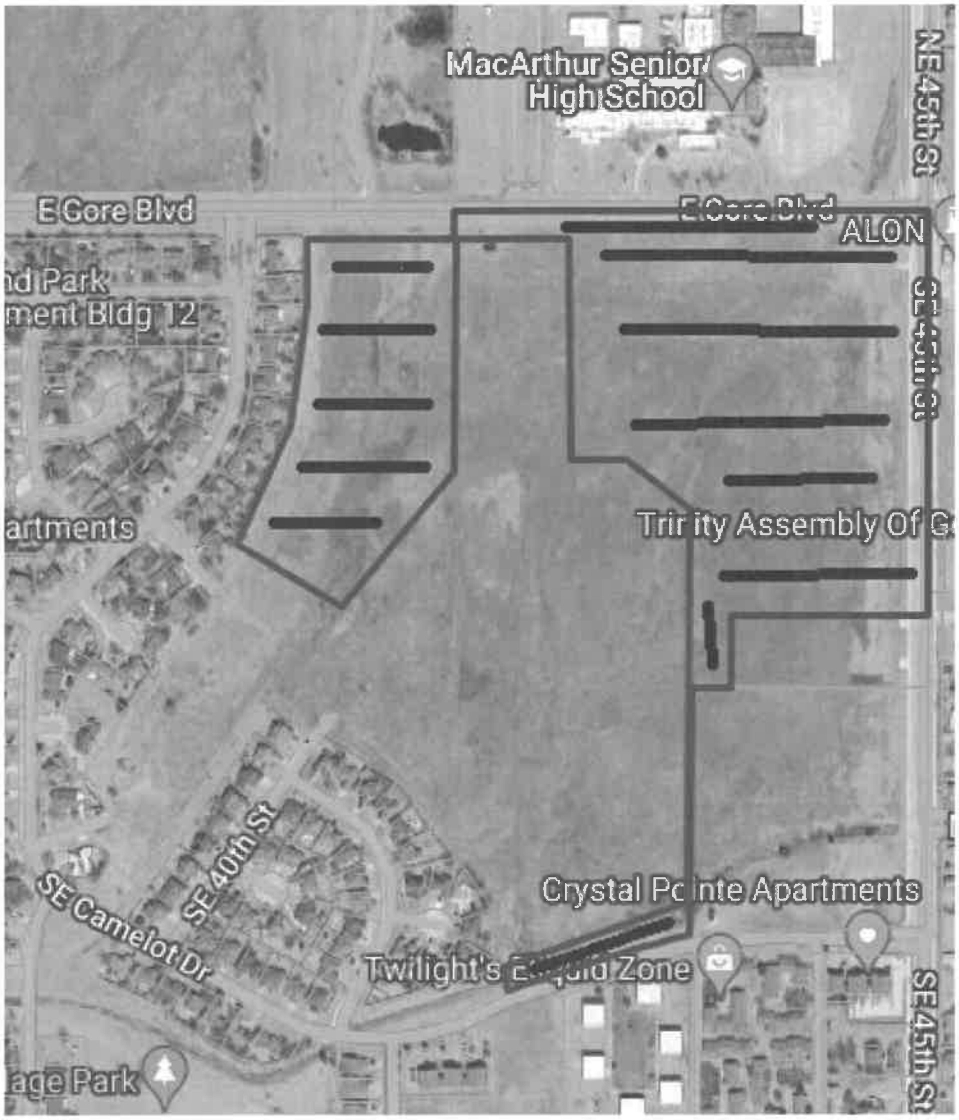

EXHIBIT B

Deed

When Recorded Mail to:

SPECIAL WARRANTY DEED

DONNA RICHARDS COOPER AND JAMES M. COOPER, husband and wife (collectively "**Grantor**"), whose mailing address is [   ], for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid by LAWTON YOUTH SPORTS TRUST AUTHORITY, an Oklahoma public trust ("**Grantee**"), whose mailing address is [   ], the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee that certain real property located in Comanche County, Oklahoma, and being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof for all purposes (the "**Land**"), together with (i) all improvements thereon (the "**Improvements**") and (ii) all right, title and interest of Grantor in and to all streets, alleys, easements and rights of way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances belonging thereto (the "**Appurtenances**"). The Land, the Improvements, and the Appurtenances may sometimes hereinafter be referred to collectively as the "**Property**". It is expressly acknowledged by Grantee that the conveyance provided for herein by Grantor shall not include any of Grantor's right, title or interest in and to all oil, gas, sulphur and other minerals located in, on or under the Land and that may be produced therefrom, together with any rights under any leases of such rights, all royalties, rentals, bonuses, and other payments and consideration from any and all such leases now or hereafter existing and any and all other rights, title and interest appurtenant to such rights (such excluded rights hereinafter the "**Mineral Rights**"); provided, however, that notwithstanding such Mineral Rights, as a part of such reservation by Grantor, the use of the surface of the Land in connection with the exercise of the reserved Mineral Rights shall be restricted such that Grantor, on behalf of itself and its successors and assigns, waives all rights to the surface of the Land and to the right to conduct operations of whatsoever nature with respect to the exploration for, exploitation of, mining, production, processing, transporting and marketing of oil, gas, sulphur or other minerals from the Land but that nothing shall restrict or prohibit the pooling or unitization of the portion of the Mineral Rights with land other than the Land, or the exploration or production of the oil, gas, sulphur and other minerals by means of wells that are drilled or mines that open on land other than the Land but enter or bottom under the Land, or by any other method that does not require ingress and egress over the surface of the Land, provided that such actions do not restrict or negatively impact the construction of improvements on the Land (the "**Surface Waiver**").

This Special Warranty Deed is made and accepted expressly subject to (i) those encumbrances and exceptions (hereinafter collectively the "**Permitted Exceptions**") set forth in **Exhibit B** attached hereto and by this reference made a part hereof for all purposes, to the extent and only to the extent valid and enforceable against the Property, (ii) the Restrictive Covenants, as such term is defined and set forth in **Exhibit C** attached hereto and by this reference made a part hereof for all purposes, and (iii) the reservation of the Mineral Rights (as limited by the Surface Waiver).

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, the Restrictive Covenants and the reservation of Mineral Rights (as limited by the Surface Waiver), unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

(Signature Page to Follow)

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the _____ day of __________, 2024.

GRANTOR:

____

DONNA RICHARDS COOPER, a married woman

James M. Cooper is joining this conveyance only for the purpose of providing spousal consent.

____

JAMES M. COOPER, husband of Donna Richards Cooper

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ________ day of ____________, 2024, by Donna Richards Cooper, a married woman.

____

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. ______________________________

My Commission Expires:

____

(SEAL)

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ________ day of ____________, 2024, by James M. Cooper, husband of Donna Richards Cooper.

____

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. ______________________________

My Commission Expires:

____

(SEAL)

Exhibit A to Special Warranty Deed

Legal Description of Property

Exhibit B to Special Warranty Deed

Permitted Exceptions

Exhibit C to Special Warranty Deed

Restrictive Covenants and Repurchase Option

Grantor and Grantee agree and acknowledge that the following restrictions and covenants (the "Restrictive Covenants") in this **Exhibit C** relate to the Property conveyed under this Special Warranty Deed itself and the conveyance by Grantor pursuant to this Special Warranty Deed is made in conjunction with and exchange for the Restrictive Covenants.

1. Use Restrictions. The use restrictions and covenants set forth in this Section 1 shall be appurtenant to and run with the Property and be binding on the owner of the Property for a period of twenty-five (25) years from the date hereof. Except as prohibited by law, Grantee and any successor owner of the Property shall only use the Property for the following use:

> The Property shall be used for the purposes of youth sports activities and youth athletic programs and substantially similar youth recreational activities, as well as adult sporting activities, special events and recreational activities, said Uses including but not limited to the future development, construction, operation, and management of facilities such as but not limited to at least one indoor sports facility and outdoor sports facilities, the sum total of these facilities being known as a "sports complex" and any necessary appurtenances thereto, and for no other purpose unless a variance or exception is otherwise provided by Grantor in writing (**"Uses"**). The youth and adult activities on the Property may generate income for the Grantee or any successor owner.

2. Remedies. If at any time Grantee or any successor owner of the Property breaches any of the Restrictive Covenants, Grantor, following a final determination from a court of a breach, shall be entitled to: (i) seek all available remedies, including but not limited to injunctive relief, or (ii) to elect to exercise the "Repurchase Option" described below.

3. Repurchase Option. In the event that Grantee is found by a court to have breached the Restrictive Covenant, then Grantor shall have the right and option to repurchase the Property (the "Repurchase Option") on the terms and conditions set forth in this **Exhibit C**. Grantor shall have the ability to exercise its Repurchase Option by providing written notice (the "Repurchase Notice") within 120 days after a final determination of Grantee's breach by a court. If Grantor fails to exercise Grantor's Repurchase Option within this timeframe, said option will be deemed waived.

4. Closing; Purchase Price. In the event that Grantor exercises the Repurchase Option, the closing of such repurchase by Grantor shall take place within one-hundred eighty (180) days after the date of the Repurchase Notice, at which time Grantor shall pay to Grantee in immediately available funds a sum equal to the fair market value of the property and any improvements thereon, less the amount of any documentary stamp tax applicable to the conveyance and the reasonable closing costs of Grantor. The fair market value of the property, including any improvements thereon, shall be determined by the average of three appraisals. The Grantor shall select an appraiser who will provide a report (appraisal). The Grantee will select an appraiser who will provide a report. The Grantor and the Grantee will then jointly select a third appraiser to provide an appraisal. In the event the Grantor and Grantee are unable to agree upon a third appraiser, the original two appraisers shall select the third appraiser. At said closing of the repurchase, (x) Grantee shall convey the Property to Grantor by special warranty deed, subject only to those title matters as were contained in the conveyance from Grantor to the Grantee, and (y) Grantee shall fully pay, satisfy, and discharge all mortgages granted by Grantee, and all judgments, mechanics liens, and delinquent real property taxes arising out of the acts or omissions of Grantee, out of the proceeds otherwise to be paid to

Grantee at such closing. Taxes and assessments for the then current year shall be prorated as of the date of said closing.

Exhibit "C-1" to Special Warranty Deed

Legal Description of Beneficiary Property

REGAL ESTATES BLK 6 LOT 15 & BEG SE/C SD LOT 14, BLK 6, THN (N31°20'37"W) 95.65' THN SW'RLY ON A CUR TO LFT HAV A RAD OF 50' FOR A DISTANCE OF 10.965', THN (S31° 20'37"E) 95.146', THN (N67°33' 00"E) 11' TO POB LESS: BEG AT NORTHERN MOST COR LOT 15 BLK 6 REGAL EST THN (S33°23'25"W) 220.04' THN (N31°36'31"E) 223.008' THN (S34°11'23"E) 7.5' TO POB & LESS: BEG AT NORTHERN MOST COR LOT 16 BLK 6 THN (S76°03'53"W) 144.32' THN (S33°23'25"W) 15.0' THN (N75°04'25"E) 155.928' THN NW'RLY ON A CUR TO RT HAV RAD OF 50.0' A DIST OF 7.5' TO POB

Parcel ID: 02N11W-34-1-22400-006-0015