

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between the Midwest City Economic Development Authority, or assigns (the "Seller"), and MTG PROPERTY HOLDINGS LLC, a Delaware limited liability company (the "Buyer"), is made with reference to the following facts:

(i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," ("Overall Property") attached hereto and made a part hereof.

(ii) Seller desires to sell and Buyer desires to purchase the following (collectively, the "Property") in accordance with the terms, conditions and provisions of this Agreement:

(a) a portion of the Overall Property containing 24.030 gross acres, as described on Exhibit "B" attached hereto (the "Land") and made a part hereof, all improvements thereon and appurtenances thereunto belonging;

(b) Any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any portion thereof, to the center line thereof, and any strips and gores adjacent to the Land or any portion thereof, and all right, title and interest of Seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the Land or any portion thereof by reason of any change of grade of any street;

(c) All rights, privileges, grants and easements appurtenant to Seller's interest in the Land and the improvements thereon, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of way or other appurtenances used in connection with the beneficial use and enjoyment of the Land and such improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be an amount equal to \$14,500.00 per acre (calculated in accordance with Section 4.2 below), payable as follows:

2.1. Earnest Money. The sum of Twenty-Five Thousand Dollars (\$25,000.00) (the "Earnest Money") shall be delivered to Chicago Title Oklahoma, 210 Park Avenue, Suite 210, Oklahoma City, Oklahoma 73102; attn.: Dawn Brooks; (405) 810-2433; dawnb@ctt.com (the "Escrow Agent"), within Two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the Purchase Price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The balance of the Purchase Price, plus or minus prorations, shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place ten (10) days after Buyer is issued a Building Permit by the City of Midwest City in accordance with Section 6.5 hereof (the "Closing Date"). The Closing shall take place at the office of the Escrow Agent or by mail-away closing.

4. Title and Survey Material.

4.1. Title Commitment. Within thirty (30) days of the Effective Date, Seller shall furnish to Buyer a commitment from Chicago Title Insurance Company for the issuance of a 2006 ALTA form Owner's Title Insurance Policy on said Property, in the amount of the purchase price, providing for extended coverage over the general exceptions contained therein (the cost for extended coverage to be at Buyer's expense), and showing a merchantable and insurable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown therein.

4.2. Survey. Seller has provided Buyer with a topographic survey of the Property ("Topo Survey") prior to the Effective Date. Seller shall update the Topo Survey to be certified as having been prepared in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, shall include Table A items 1, 2, 3, 4, and 16, and shall be certified to both Buyer and Seller ("Survey"). Seller shall deliver the Survey to Buyer no more than thirty (30) days after receipt of the Title Commitment. The legal description contained in the Survey shall be the legal description used in the deed at Closing. The acreage reflected on the Survey (which shall be calculated to the nearest one-tenth of an acre) shall be used to calculate the Purchase Price. The cost of such Survey shall be paid by Seller.

4.3. Title and Survey Review. The Buyer shall have sixty (60) days following receipt of the Title Commitment and Survey to have the Title Commitment and Survey

examined and furnish any objections in writing to the Seller, or its agents herein, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by mutual agreement in writing. If Seller is unable to cure or elects not to cure any of Buyer's objections, Buyer may elect to either (a) accept title as it is and proceed to Closing without a reduction in the Purchase Price, in which event the exceptions to title and matters of survey contained in the Title Commitment or Survey shall constitute the "Permitted Exception," or (b) terminate this Agreement and its Earnest Money and any interest shall be returned and the parties shall have no further obligations to each other. Notwithstanding the foregoing, at Closing Seller shall be required to pay and cause the release of the following, if any (none of which shall constitute a Permitted Exception): (a) any mortgage or deed of trust granted or assumed by Seller and encumbering the Property or any portion thereof; (b) any other lien encumbering the Property or any portion thereof that secures the repayment of money; (c) any mechanic's lien against the Property; and (d) judgment liens against Seller that affect the Property.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Condemnation. Seller has no knowledge and has not received any written notice that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(b) Seller's Organization. Seller is a municipal trust duly formed, validly existing and in good standing under the laws of Oklahoma.

(c) Binding Agreement. This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed and delivered by Seller. The obligations of Seller contained in this Agreement are legal, valid and binding obligations of Seller enforceable against it in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally and principles of equity).

(d) Seller's Power and Authority. Seller has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

(e) No Conflicts. Neither the execution, delivery or performance of this Agreement or the Seller's documents to be delivered at Closing, nor compliance herewith or therewith, (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) any law or any order, writ, injunction or decree of any court or governmental authority binding upon Seller, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon Seller's property pursuant to any such agreement or instrument.

(f) Authorizations. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder, except as set forth herein.

(g) Non-Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Code.

(h) Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is in violation of the Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's actual knowledge, its affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor, to Seller's actual knowledge, its affiliates or, without inquiry, any of its brokers or other agents, in any capacity in connection with the sale of the Property (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (C) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person controlling or controlled by Seller, is a country, territory, individual or entity named on a Government List, and the monies used by Seller in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity,

country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(i) Bankruptcy. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or has been threatened in writing against Seller.

(j) Litigation. To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(k) Legal Compliance. To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the Property. Seller has not received any written notice from any governmental authority having jurisdiction over the Property, the governing body of the office, industrial, business or similar park or association of which the Property or any part thereof is a part, or any other person or entity entitled to enforce any right, covenant or restriction against Seller or the Property or any part thereof, of any alleged violations of law or restrictive covenants which affect the Property in any material respect, including, but not limited to, violations of any applicable zoning or land-use laws or any other statute, ordinance, rule or regulation applicable to the Property, or any part thereof, any of which have not been corrected prior to the Effective Date.

(l) Options. Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(m) Taxes. All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2022 shall have been paid in full and discharged prior to Closing. Seller has not received any written notice from any special assessments pending or threatened against the Property.

(n) Service Contracts. Seller has not entered into any management, leasing, service or maintenance agreements that are currently in effect with respect to or affecting the Property that will survive Closing.

(o) Environmental Matters. Seller has not received any written notice, report or information regarding any actual or alleged material violations of, or any corrective, investigatory or remedial obligations, arising under environmental laws with respect to the current condition of the Property.

(p) Parties in Possession. There are no parties in possession of the Property or having a right to possession of the Property except Seller.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller as follows:

(a) Buyer's Organization. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware, and is registered to transact business in the State of Oklahoma.

(b) Buyer's Power and Authority. Buyer has the authority and power to enter into and carry out the provisions of this Agreement, and the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

(c) Binding Agreement. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed and delivered by Buyer. The obligations of Buyer contained in this Agreement are legal, valid and binding obligations of Buyer enforceable against it in accordance with its terms (except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally and principles of equity).

(d) No Conflicts. Neither the execution, delivery or performance of this Agreement or the Buyer's documents to be delivered at Closing, nor compliance herewith or therewith, (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Buyer, (2) any law or any order, writ, injunction or decree of any court or governmental authority binding upon Buyer, or (3) any agreement or instrument to which Buyer is a party or by which it is bound.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing for a period of one (1) year.

6. Feasibility Period.

6.1. Seller Access and Inspections. Seller shall provide Buyer, Buyer's agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If, within One Hundred Eighty (180) days after the execution of this Agreement ("Feasibility Period"), Buyer should determine in its sole and absolute discretion that the Property or the Development Agreement, as defined in Section 22(d) hereof, is not acceptable to Buyer for any reason or no reason, Buyer may, at Buyer's option, (i) accept the Development Agreement and the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, upon such termination, the Earnest Money and any interest shall be promptly returned to Buyer, and thereafter neither party shall have any further obligations to the other hereunder. Upon the expiration of the Feasibility Period, if Buyer has not elected to terminate the Agreement, the Earnest Money shall become non-refundable, except in those circumstances as provided for herein. Buyer shall have the option to extend the Feasibility Period an additional thirty (30) days by notifying Seller in writing of its election prior to the expiration of the Feasibility Period and depositing Five Thousand Dollars (\$5,000.00) as additional Earnest Money with the Escrow Agent which shall be applied to the Purchase Price at Closing.

6.2. Environmental Audit. The parties agree that Seller delivered a Phase I Environmental Site Assessment of the Property (the "Phase I") to Buyer prior to the Effective Date. The Phase I, which was prepared by an environmental consultant approved by Buyer, does not recommend that a Phase II Environmental Site Assessment be conducted with respect to the Property. The Phase I shall be subject to the approval of Buyer no later than thirty (30) days after the Effective Date. If Buyer notifies Seller within such 30-day period that it approves the Phase I, then the environmental condition of the Property shall be deemed acceptable to Buyer, and notwithstanding anything in Section 6.1 of this Agreement to the contrary, Buyer shall not have the right to terminate this Agreement based on the environmental condition of the Property through the date covered by the Phase I. If Buyer notifies Seller within such 30-day period that it does not approve the Phase I, Buyer may at its option terminate this Agreement by notice in writing to Seller given no later than ninety (90) days after the Effective Date.

6.3. Preliminary Construction Documents. Within sixty (60) days of the Effective Date, Buyer, at its sole cost and expense, shall deliver the following documents to Seller ("Pre-Construction Documents"):

(a) Adequate drafts of documents detailing plans for Buyer's proposed facility, including:

- i. Site plan, including the preferred location and length of the rail spur;
- ii. Floor plan;
- iii. Building elevations.

(b) Buyer's Architect's construction cost estimates (exclusive of costs for railroad and utility improvements).

(c) A written description of Buyer's operations to be conducted on the Property, including purpose; material handling, processing and storage; hours of operation, and any other information needed for the purpose of establishing the proper zoning for the Property.

6.4. Rezoning/PUD. The Buyer intends to use the Property to construct a food processing plant ("Intended Use"). The Property is currently zoned as agricultural, which must be rezoned as a Planned Unit Development (the "PUD") in order to allow the Property to be used for Buyer's Intended Use. Additionally, Buyer understands that Seller has an inherent interest in the use of the Property and agrees that the PUD shall also include certain prohibited uses of the Property, which shall be disclosed to Buyer no later than thirty (30) days prior to the expiration of the Feasibility Period and shall be subject to Buyer's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Upon Seller's receipt from Buyer of the Pre-Construction Documents, Seller shall commence the rezoning process, which shall be at Seller's cost and expense. If the PUD for Buyer's Intended Use does not obtain final, non-appealable approval from all applicable governmental authorities (which approval shall not be subject to challenge by litigation or other legal proceeding) within sixty (60) days after the expiration of the Feasibility Period (the "Rezoning Approval Period"), the terms and conditions of such PUD being subject to the reasonable approval of Buyer, Buyer may terminate this Agreement by notice in writing to Seller given at any time after the expiration of the Rezoning Approval Period (provided that such notice is given prior to the PUD obtaining such final, non-appealable approval). Upon such termination, the Earnest Money and any interest shall be promptly returned to Buyer, and thereafter neither party shall have any further obligations to the other hereunder.

6.5. Permitting. Upon the latter of one-hundred twenty (120) days of the Effective Date or thirty (30) days after rezoning approval, Buyer shall submit building plans and other required documents for the issuance of building permits for Buyer's proposed development ("Building Permit"). With respect to permitting for construction of Buyer's Intended Use, the Seller represents that the City of Midwest City will not unreasonably withhold development permits, provided that all construction documents submitted to the City as part of the permit application adhere to all applicable local, state and federal

codes and regulations and are signed and sealed by an Oklahoma licensed architect and/or engineer.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. The title company shall be prepared to issue an owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's fee simple title to the Property in accordance with the Title Commitment, with extended coverage over the general exceptions contained therein, subject only to the Permitted Exceptions.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Rezoning/PUD. The Property shall have been rezoned to the PUD to allow for Buyer's Intended Use as set forth in Section 6.4.

8.7. Building Permit. The Building Permit shall have been issued by the City of Midwest City as set forth in Section 6.5.

8.8. Development Agreement. The Development Agreement shall have been executed by both Seller and Buyer prior to Closing.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all Buyer's obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by written notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, Seller is not in default hereunder and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages and as Seller's sole and exclusive remedy, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at Buyer's option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded reasonable attorney fees and costs.

10.5. Cure Period. If either party does not perform any part of this Agreement, the non-defaulting party shall provide the other party with written notice, and such party shall have ten (10) days from receipt of written notice to cure or fix the issue. However, there shall be no opportunity to cure if a party fails to close on this Agreement on the date of Closing.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, and subject only to the Permitted Exceptions, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2022 shall be prorated on the basis of the calendar year 2022 between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of 110% of the taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, all documents, studies, reports and other information applicable to the Property or any portion thereof, including (i) title policies, (ii) all zoning and land use documentation, (iii) soil reports, and (iv) the most recent real estate tax bills on the Property, all to the extent that the Seller has in its possession.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and basic title policy: Seller; b) Survey: Seller; c) Closing or escrow fee: Seller; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer; g) Extended coverage and endorsements to title policy: Buyer. Each party will bear and pay its own expenses, legal fees and professional fees of negotiation and consummating the transactions contemplated hereby.

14. Brokers. John Reinhart has been Buyer's broker to this transaction, whose commission shall be paid by Buyer pursuant to separate agreement. The parties agree that there has been no other broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the non-defaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission on a business day (provided if sent after 5:00 p.m. Central Time, such email shall be deemed to have been given as of the following business day), personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Midwest City Economic Development Authority
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
Phone: (405) 739-1218
Email: rcoleman@midwestcityok.org

Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, OK 73107
Phone: (405) 659-2045
Email: katieoakley786@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

MTG PROPERTY HOLDINGS LLC
Attn: James Harrison
317 West Muskogee Avenue
Sulphur, OK 73086
Phone: (602) 770-5168
Email: jimmy.harrison3@gmail.com

With copies to:

MTG PROPERTY HOLDINGS LLC
Attn: David Grohne
25907 West Murphy Road
Wilmington, IL 60481
Phone: (708) 269-5907
Email: mtgrohne@msn.com

And

Sheppard, Mullin, Richter & Hampton LLP
70 West Madison Street
Suite 4800
Chicago, IL 60602
Attn: Terrence E. Budny, Esq.
Email: tbudny@sheppardmullin.com

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Offer Available. The foregoing offer shall be executed and delivered by Buyer to Seller, and is made subject to acceptance in writing hereon by the Seller on or before 5:00 p.m. Central Time, the 25th day of May, 2022, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) Formal Approval of Agreement. Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Economic Development Authority in an open meeting.

(b) Warranty Deed Restrictions. Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

(c) Repurchase Right. As a condition of this sale, Seller retains the right to repurchase the Property at the same purchase price of \$14,500.00 per acre or portion thereof, should Buyer or any subsequent owner fail to commence construction on the Property for Buyer’s Intended Use within one hundred eighty (180) days after the date of Closing. For purposes of this repurchase right, “commence construction” shall mean any work undertaken on the Property following the issuance of a Soil Disturbance Permit. This right of repurchase may be exercised by written notice to Buyer by Seller. The language contained in this provision shall be included in the Warranty

Deed delivered to Buyer at Closing. If Buyer does not commence construction (as defined above) within such 180-day period, Seller shall have a period of two hundred forty (240) days following the date of Closing to notify Buyer in writing of its election to exercise this repurchase right and a period of two hundred seventy (270) days following the date of Closing to close on the repurchase of the Property from Buyer. In the event Seller does not exercise its repurchase right within two-hundred forty (240) days of the date of Closing, then this repurchase right shall automatically terminate and no further document shall need to be recorded to terminate such repurchase right.

(d) Economic Development Assistance Agreement. Seller has agreed to provide Buyer with certain incentives in exchange for the timely development of the Property, the terms of which shall be set forth in an Economic Development Assistance Agreement (“Development Agreement”), and shall be subject to the approval of Buyer. Seller shall deliver the Development Agreement to Buyer for its review and approval no later than thirty (30) days prior to the expiration of the Feasibility Period. The Development Agreement, if approved by Buyer, shall be executed by Buyer and Seller in the form approved by both Buyer and Seller at or prior to Closing.

(e) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(f) Assignment. Buyer may not assign this Agreement without Seller’s written consent, which shall be in Seller’s sole discretion.

(g) Disclaimer of Warranties. At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or

other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller, a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

(h) Amendments. Any amendment to this Agreement shall be in writing and signed by all parties.

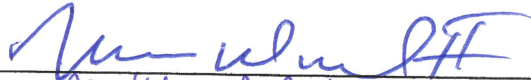
(i) Oklahoma Tort Claims Act. The City of Midwest City and the Midwest City Economic Development Authority are covered by the Oklahoma Tort Claims Act at 51 O.S. Sec. 151 et seq. Any claims for damages against either entity, including acts by employees or agents, must be filed and comply with the requirements of the Oklahoma Tort Claims Act.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


"SELLER"

MIDWEST CITY ECONOMIC
DEVELOPMENT AUTHORITY

By: 
Name: Matthew D. Dukost
Title: Mayor

"BUYER"

MTG PROPERTY HOLDINGS LLC

By: 
Name: DAVID F GROHNE
Title: MANAGER

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2022, from MTG OK LLC of the sum of Twenty-Five Thousand Dollars (\$25,000.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

CHICAGO TITLE OKLAHOMA

By: _____
Escrow Agent

EXHIBIT "A"

Legal Description of Overall Property

All of the Northwest quarter (NW ¼) of Section Twenty-two (22) Township twelve North (12N), Range two West (2W) of the I.M., Oklahoma County, Oklahoma, lying South and East of the Burlington-Northern Railroad right-of-way, less and except a tract in the Northeast corner of said quarter section containing 14.4073 acres heretofore conveyed to Midwest City, Oklahoma, a municipal corporation, by warranty deed recorded in Book 2035 at Page 164 of the records of Oklahoma County and less and except all oil, gas, and other minerals and right-of-way easements of record, said tract containing 125.60 acres, more or less.

EXHIBIT "B"

Description of Property

A part of the Northwest Quarter of Section 22, T. 12 N., R. 2 W., I.M., Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence S.89°36'11"W., along the North Line of the Northwest Quarter of said Section 22 and the basis for the bearings in the following description, a distance of 904.87 feet to THE POINT OR PLACE OF BEGINNING; thence S.14°25'07"W., a distance of 1420.55 feet; thence N.79°28'01"W., a distance of 753.87 feet; thence N.00°30'02"W. and parallel with the West Line of the Northwest Quarter of said Section 22, a distance of 614.17 feet to the Easterly Right of Way Line of The Burlington-Northern Railroad; thence N.40°59'32"E., along the Easterly Right of Way Line of The Burlington-Northern Railroad, a distance of 821.35 feet to the North Line of the Northwest Quarter of said Section 22; thence N.89°36'11"E., along the North Line of the Northwest Quarter of said Section 22, a distance of 561.49 feet to the point or place of beginning. Said described tract contains 1,046,752.582 Square Feet or 24.030 Acres, more or less.