MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
MARCH 18, 2022 AT 11:00 A.M.

Be it remembered that the Mayor and Board of Aldermen met in a Special Call Meeting on March 18, 2022 at 11:00 a.m. in the Second Floor Conference Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffery Rupp, Mike Brooks, Hamp Beatty, Henry Vaughn, Sr. and Roy A'. Perkins, as well as City Clerk Lesa Hardin. City Attorney Chris Latimer attended by videoconference.

The meeting was properly noticed pursuant to Miss. Code Ann §21-3-21 and a copy of that notice is included in the minutes. The public and media were welcomed and attended.

NOTICE OF SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE
FRIDAY, MARCH 18, 2022 AT 11:00 A.M.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, NOTICE OF A SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE TO BE HELD IN THE SECOND FLOOR CONFERENCE ROOM OF STARKVILLE CITY HALL, 110 WEST MAIN STREET
ON FRIDAY, MARCH 18, 2022 AT 11:00 A.M.
STARKVILLE, MISSISSIPPI 39759

The specific subject of the meeting is as follows:

DISCUSSION AND CONSIDERATION OF THE POTENTIAL SALE OF PROPERTY

Mayor Lynn Spruill called the meeting to order. Mayor Spruill introduced Joe Max Higgins, Jr., CEO of the Golden Triangle Development Link who notified the Board of an offer from an Oregon company to purchase the property at 101 Airport Road, Starkville, Mississippi.

Alderman Sistrunk offered a motion, seconded by Alderman Perkins, to approve the Purchase and Sale Agreement for 101 Airport Road, Starkville, Mississippi, consisting of 28.7 +/- acres between Northern Valley Holding, LLC as the Buyer and Associated Building Systems, Inc. and the City of Starkville, Mississippi, collectively the Sellers, in substantial form, and authorizing the Mayor to execute same and to take any and all steps necessary to effectuate closing of the transaction, pursuant to the following resolutions, findings, and conditions:

- The property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality.
- The sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality.
- The use of such property for the purpose for which it is to be sold will promote and foster the development and improvement of the community and the economic and industrial welfare thereof.
- The proceeds of such sale shall be split between the City of Starkville, Mississippi and Associated Building Systems, Inc. pursuant to the Side Agreement entered into between those parties on or about July 20, 2021.

The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Purchase and Sale Agreement follows this page.

Upon the motion of Alderman Brooks, seconded by Alderman Rupp, to adjourn the meeting, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed and the meeting adjourned.

SIGNED AND SEALED THIS THE 5TH DAY OF APRIL, 2022

Attest:

D. LYNN SPRUILL, MAYOR

Lesa Hardin, City Clerk

(SEAL)

PURCHASE AND SALE AGREEMENT
(101 AIRPORT ROAD, STARKVILLE, MS)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective as of the 22nd day of March, 2022 (the "Effective Date"), by and among **ASSOCIATED BUILDING SYSTEMS, INC.**, a Delaware corporation (successor by merger to Kirby Building Systems Mississippi LLC, a Delaware limited liability company, f/k/a Gulf States Manufacturers LLC, a Delaware limited liability company) ("ABS"), and the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation (the "City;" and, together with ABS, jointly and severally, "Seller"); and **NORTHERN VALLEY HOLDING, LLC**, an Oregon limited liability company ("Buyer").

WITNESSETH:

WHEREAS, the City is the owner of that certain parcel of land, measuring approximately 28.7 total acres, as more particularly described on EXHIBIT A attached hereto and incorporated herein by this reference, and being located in the City of Starkville, Oktibbeha County, Mississippi (the "Land"); and

WHEREAS, ABS currently leases the Land pursuant to that certain Lease Agreement, dated October 10, 1968, by and between the City, as lessor, and Gulf States Manufacturers, Inc., a Mississippi corporation (predecessor-in-interest to ABS), as lessee (the "Ground Lease"); and

WHEREAS, the predecessor(s)-in-interest to ABS under the Ground Lease constructed certain buildings, improvements, land improvements, and fixtures upon the Land (collectively, the "Improvements"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to buy from Seller, the Land and the Improvements on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Ten Dollars ($10.00), and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree that Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property (as defined below) for the price, and upon the terms and conditions, specified below:

1. **Purchase and Sale.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, (a) the Land, together with all of Seller's rights, title, and interests in and to any strips or gores of real estate adjoining the Land, and any and all tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto, including without limitation, all rights, title and interests of Seller in and to adjacent streets, alleys, easements and rights-of-way; and (b) the Improvements situated on the Land (collectively, the "Property"). Notwithstanding the foregoing, and pursuant to Miss. Code Ann. §21-17-1(2), the City shall retain all mineral rights that it owns, if any, together with the right of ingress and egress to remove same; provided that, in the exercise of the foregoing rights, the City shall not disturb the ground surface of the Property.

2. **Property Sold "As Is".** Subject to Paragraph 6(b)(i) below, the sale of the Property hereunder is hereby made and accepted on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis. At Closing (as defined below), Buyer will accept the Property in its then-current condition. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING: THE CONDITION OR FITNESS OF THE PROPERTY FOR ANY PURPOSE OR INTENDED USE; THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS; THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION; OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. Buyer agrees that Buyer will conduct its own evaluation and inspection of the Property, and will make its own determination as to any condition of the Property, any defects therein, and the suitability of the Property for Buyer's intended use(s). Buyer acknowledges and declares that neither Seller nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Buyer has relied, concerning the condition of, and number of acres included, in the Property.

3. **Purchase Price; Earnest Money; Closing Agent.** The total purchase price (the "Purchase Price") for the Property shall be TWO MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($2,950,000.00). The Purchase Price shall be paid by Buyer by wire transfer or in certified funds at Closing, after (a) crediting to Buyer the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) (the "Deposit") delivered by Buyer to the Closing Agent (as defined below) within three (3) business days after the Effective Date, which the Closing Agent shall hold in accordance with the terms of this Agreement; and (b) applying such other prorations, credits, and adjustments as set forth herein. The closing agent hereunder shall be the law firm of Ward & Rogers, PLLC, Attention: H. Russell Rogers, 121 North Jackson Street, Starkville, Mississippi 39759, Phone: (662) 323-1912, Fax: (662) 323-3410, Email: russ@russrogers.com (the "Closing Agent"). If Buyer purchases the Property pursuant to the terms hereof, on the Closing Date (as defined below) the Deposit held by the Closing Agent will be applied as part payment of the Purchase Price. Otherwise, subject to the terms and provisions herein regarding refund or other disbursement of the Deposit, the Deposit shall be non-refundable and shall be paid to Seller. The Deposit is to be deposited and held by the Closing Agent in a non-interest-bearing account.

4. **Title and Survey.**

(a) On the Effective Date, Buyer shall order from the Closing Agent an Owner's Title Insurance Commitment (the "Commitment") obligating a title insurance company selected by Buyer and reasonably acceptable to Seller (the "Title Company") to issue to Buyer at Closing an Owner's Policy of Title Insurance on the Property ("Title Policy") in the amount designated by Buyer, subject only to the Permitted Exceptions (as defined below), which Commitment shall show good and indefeasible fee simple title in Seller as provided herein and all encumbrances and other matters, if any, relating to the Property, together with true, correct and legible copies of each document referred to in the Commitment. Buyer shall deliver to Seller a copy of the Commitment, together with true, correct and legible copies of each document referred to in the Commitment, within two (2) business days of receipt of the same.

(b) Buyer may, at its sole cost and expense, obtain a survey of the Property (the "Survey"). Buyer shall deliver to Seller a copy of the Survey within two (2) business days of receipt of the same. If the Survey reveals any matter which is unacceptable to Buyer, then Buyer may object in the timeframe and manner set forth in Paragraph 4(c) below. The Survey shall be certified to Buyer, Seller and the Title Company.

(c) Buyer shall notify Seller on or before expiration of the Inspection Period (as defined below) of any encumbrance, exception, and other matter, if any, relating to the Property that Buyer may, in its discretion, deem material and will not consider a Permitted Exception (the "Objection Notice"). Seller may, but is not obligated to, cure such material objection(s), and shall notify Buyer within five (5) days of receipt of the Objection Notice, of what action, if any, Seller shall take in connection with Buyer's objection(s) (the "Response Notice"). In the event Seller elects not to cure any or all of said material objection(s), Buyer may terminate this Agreement by delivering written notice of such termination (the "Termination Notice") to Seller within five (5) days of receipt of the Response Notice, in which event the rights and obligations of the parties shall automatically cease and terminate as of the date of such Termination Notice, the Deposit shall be returned to Buyer, and thereafter neither party shall have any liability hereunder, except for such matters that expressly survive Closing or earlier termination of this Agreement. In the event Buyer does not provide a Termination Notice within the period set forth above, Buyer shall be deemed to have waived its objections and shall consummate the within transaction without a reduction in the Purchase Price. Any title exception to which Buyer does not object in accordance with this Paragraph 4(c), and any matter to which Buyer objects that are not cured and which Buyer is deemed to have accepted and approved in accordance with this Paragraph 4(c), are herein collectively referred to as the "Permitted Exception(s)."

5. **Inspection of Property.**

(a) Buyer shall have a period of sixty (60) business days after the Effective Date (the "Inspection Period") to make all inspections Buyer may deem necessary to determine if the Property is satisfactory for its needs, including without limitation title searches, land surveys, geotechnical surveys, archeological surveys, soil tests, and environmental assessments of the Property. Prior to entering upon the Property as permitted in this Paragraph 5, Buyer shall provide Seller with certificates of insurance in scope and in amounts reasonably required by Seller, provided that Seller acknowledges that it shall not be required to be named as an additional insured. In the event that Buyer shall determine within said Inspection Period that the Property is not suitable or satisfactory for any reason or no reason, Buyer shall have the right to terminate this Agreement by notifying Seller and the Closing Agent in writing prior to the expiration of the Inspection Period. In such event, this Agreement shall be deemed automatically null and void effective as of the date of Buyer's termination notice to Seller, the Deposit shall be returned to Buyer, and thereafter neither party shall have any liability hereunder, except as expressly set forth herein to the contrary.

(b) Seller agrees that Buyer, Buyer's agents, contractors, and employees shall have the right to enter upon the Property during normal business hours to conduct such inspections, tests and studies as Buyer may deem necessary, provided that:

(i) Such inspections, tests and studies shall not materially damage the Property other than normal wear and tear;

(ii) Buyer shall leave the Property in at least the same condition as it was prior to entry onto the Property by Buyer or its agents, contractors or employees; or, in the event of any damage to the Property caused by Buyer's agents, contractors or employees (other than reasonable wear and tear), Buyer shall immediately repair and restore the Property to its prior condition. Buyer agrees to indemnify and hold harmless Seller against and from any actual material loss arising from any personal injury and/or damage to the Property or the property of any third party to the extent directly caused by the negligence or willful misconduct of Buyer or its employees, agents or contractors; and

(iii) With respect to Buyer's access to the Property to conduct a Phase I and/or Phase II environmental site assessment(s), which right of access is hereby granted by Seller to Buyer: (1) before each instance of such access, a representative of ABS must both receive at least forty-eight (48) hours' advance notice of same and be present at all times for its duration, (2) before each instance of such access, if Buyer intends to conduct below-surface testing on the Property, Buyer will submit a reasonably-detailed description of such testing to ABS, in advance, for pre-approval by ABS, (3) copies of all results of environmental tests, reports, and assessments of the Property shall be distributed simultaneously to Buyer and Seller (at no cost to Seller), and (4) Buyer shall keep confidential all results of environmental tests, reports, and assessments of the Property, except for the foregoing disclosures to Seller and any and all disclosures required by applicable law.

The provisions of this Paragraph 5 shall survive any early termination of this Agreement and Closing, and shall not merge with delivery of the deeds and related documents hereunder.

6. **Closing.**

(a) The closing of the transaction contemplated by this Agreement ("Closing") shall take place at any time on or before the tenth (10^{th}) business day following the expiration of the Inspection Period (the "Closing Date"). Closing shall be held at 10:00 a.m., local time where the Property is located, on the Closing Date at the offices of the Closing Agent, or at such other place as is reasonably agreed upon in writing by the parties hereto; provided that, Closing and delivery of documents to the Closing Agent may take place via email (other than any documents to be recorded), and/or via overnight delivery by a nationally recognized courier.

(b) At Closing, Buyer shall deliver the Purchase Price to Seller in cash, certified funds, wire transfer or other immediately available funds, and Buyer and Seller shall execute and deliver the following documents:

(i) the City shall execute and deliver to Buyer a special warranty deed conveying fee simple title to the Land, subject to any and all Permitted Exceptions, taxes and assessments for the current year, and other matters which do not render title to the Property unmarketable;

(ii) the City shall execute and deliver to Buyer a quitclaim deed conveying any rights, title and interests the City may have, if any, with respect to the Improvements;

(iii) ABS shall execute and deliver to Buyer a quitclaim deed conveying any rights, title and interests ABS may have, if any, with respect to the Improvements;

(iv) Seller shall execute an affidavit pursuant to Internal Revenue Code Section 1445, stating Seller's tax identification number and that Seller is not a "foreign person" within the meaning of Internal Revenue Code 1445;

(v) Seller and Buyer shall execute a closing statement delineating all receipts and disbursements at Closing;

(vi) the City shall execute an owner's/seller's affidavit reasonably satisfactory to the title insurance company issuing the Title Policy to Buyer, in order to delete from the Title Policy the standard printed exceptions related to, *inter alia*, mechanics' liens and parties in possession;

(vii) the City and ABS shall execute a recordable agreement to terminate the Ground Lease effective as of the Closing Date; and

(viii) Seller and Buyer shall execute such other documents as may be reasonably necessary to consummate the transaction contemplated in this Agreement.

7. **Prorations; Adjustments; Expenses.**

(a) All taxes (including applicable user fees), assessments and any other expenses or income affecting the Property which accrue during the year of Closing shall be pro-rated on a calendar year basis to the date of Closing. To the extent that tax bills for the current year are not available, all tax prorations shall be based upon the tax bills for the Property for the immediately preceding year or otherwise based upon the best information available. At Closing, ABS shall pay or credit against the Purchase Price all unpaid real property taxes; all roll-back and delinquent taxes, including penalties and interest; all assessments that are a lien as of the Effective Date; and all agricultural use valuation recoupments and other recoupments for all years prior to the year of Closing.

(b) In addition to other provisions in this Agreement for the payment of costs and expenses, Seller shall pay for Seller's attorneys' fees, the cost of preparing and recording the deeds, one-half of any escrow and Closing costs, the state and county transfer/recording fees (a/k/a deed stamps) on the deeds (if any), all other costs necessary to deliver marketable title to the Property in accordance with the terms of this Agreement, and the portion of Buyer's costs referenced below. Buyer shall pay for the cost of title insurance, the cost of all inspections and tests on the Property conducted by Buyer or at its request, the cost of any endorsements to the Title Policy, any municipal transfer/recording fees, one-half of any escrow and Closing costs, and Buyer's attorneys' fees and other fees and expenses incurred by Buyer in connection with acquiring the Property; provided that, in addition to Seller's costs referenced above, Seller shall also pay a portion of the foregoing costs of Buyer in an amount not to exceed Fifteen Thousand and No/100 Dollars ($15,000.00), with the liability for such portion to be split equally at Closing between ABS and the City.

8. **Casualty.** In the event the Property is damaged by an earthquake or other casualty (a "Casualty") prior to the Closing Date, Buyer may elect to terminate this Agreement in which event Buyer shall receive a full refund of the Deposit and this Agreement shall thereafter be null, void and of no further effect subject to those obligations that survive Closing or earlier termination of this Agreement; or if Buyer so elects, Buyer may purchase the Property in its damaged condition without a reduction in the Purchase Price, and Seller shall assign and deliver to Buyer all insurance proceeds received in connection with the Casualty.

9. **Default by Seller.** In the event Seller shall fail to perform or comply with any covenant, agreement or condition contained in this Agreement for any reason other than Buyer's default, and fails to cure such breach within five (5) business days after written notice thereof, then Seller shall be in default hereunder and Buyer may, at its option:

(a) Terminate this Agreement, by written notice to Seller and the Closing Agent, and receive a full refund of the Deposit; or

(b) Proceed at law and/or in equity to specifically enforce performance of the obligations of Seller hereunder.

10. **Default by Buyer.** In the event Buyer has not terminated this Agreement in a timely manner as herein expressly provided and thereafter fails to consummate this Agreement, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement by written notice to Buyer and the Closing Agent and to receive the Deposit ("Seller's Liquidated Damages") for Buyer's breach of this Agreement; it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain, and that Seller's Liquidated Damages represents not a penalty, but a reasonable estimate of such actual damages to Seller. The rights of Seller set forth in this Paragraph 10 shall survive any termination of this Agreement.

11. **Assignment.** This Agreement shall bind and inure to the benefit of the permitted successors and assigns of the respective parties. This Agreement shall not be assignable by Buyer without the prior written consent of Seller, such consent not to be unreasonably withheld.

12. **Notices.** All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, or overnight courier service, at the addresses set forth below:

If to ABS:

Associated Building Systems, Inc.
c/o Kirby Building Systems
Attention: Tyler Embrey, Controller
124 Kirby Drive
Portland, Tennessee 37148
Phone: (615) 745-6011

With a copy (which shall not constitute notice) to:

Moore & Van Allen PLLC
Attention: Alex Burroughs
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Phone: (704) 331-3567

If to the City:

City of Starkville, Mississippi
Attention: Lynn Spruill, Mayor
110 West Main Street
Starkville, Mississippi 39759
Phone: (662) 323-2525, Extension 3100

With a copy (which shall not constitute notice) to:

Mitchell, McNutt & Sams
Attention: Chris Latimer
1216 Van Buren Avenue
Oxford, Mississippi 38655
Phone: (662) 232-3208

If to Buyer:

Northern Valley Holding, LLC
Attention: Tom Moss
5775 NE Wagon Drive
Hillsboro, Oregon 97124
Phone: (503) 858-4066

With a copy (which shall not constitute notice) to:

Tonkin & Torp LLP
Attention: Rachel Atchison
888 SW Fifth Avenue, Suite 1600
Portland, Oregon 97204
Phone: (503) 802-5732

With a copy (which shall not constitute notice) to:

Ward & Rogers, PLLC
Attention: H. Russell Rogers
121 North Jackson Street
Starkville, Mississippi 39759
Phone: (662) 323-1912

Any such notice shall be considered delivered (a) on the date of hand delivery; (b) on the first business day after the date of deposit with an overnight courier; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as non-deliverable, as the case may be, if mailed by certified mail. By giving proper notice as required herein, either party may change its address hereunder.

13. **Time.** Time is of the essence with respect to all time periods set forth in this Agreement. The term "business day" means a weekday on which banks in Starkville, Mississippi, and the Oktibbeha County Recorder of Deeds are open. If any deadline provided herein shall expire on a day that is not a business day, then such deadline shall be deemed automatically extended until the next business day. If any notice is given under this Agreement, which triggers a cure or response period hereunder, then any deadline under this Agreement (including, but not limited to the Closing Date), which was scheduled to occur prior to expiration of such cure or response period, shall automatically be extended so as to occur the next business day following the expiration of such cure or response period; provided that, if prior to expiration of the extended deadline, another notice triggering a cure or response period is then given, the same extension provided in this Paragraph 13 would again apply.

14. **Brokerage Fees.** Buyer and Seller each represent and warrant to the other that no broker, agent or other person other than [if none, insert "Not Applicable" in one or both blanks, as appropriate]: Cushman & Wakefield | Commercial Advisors LLC, Attention: Greg Spillyards, 5101 Wheelis Drive, Suite 300, Memphis, Tennessee 38117, Phone: (901) 366-6070, on behalf of Seller ("Seller's Broker"), and [Not Applicable], on behalf of Buyer ("Buyer's Broker"), has participated in the negotiation or procurement of this Agreement, or in the procurement of Seller or Buyer, and that, other than Seller's Broker and Buyer's Broker, no one is or shall be entitled to any fee, commission or payment in connection with this Agreement. Buyer shall indemnify and hold harmless Seller against and from any loss, cost, claim, damage or expense (including court costs and reasonable attorney's fees) arising from or out of any claim or demand for a fee, commission or other payment which is made by an agent or broker claiming to have been engaged by Buyer, other than Buyer's Broker. ABS shall indemnify and hold harmless Buyer against and from any loss, cost, claim, damage or expense (including court costs and reasonable attorney's fees) arising from or out of any claim or demand for a fee, commission or other payment which is made by an agent or broker claiming to have been engaged by Seller, other than Seller's Broker. The provisions of this Paragraph 14 shall survive Closing.

15. **Miscellaneous.**

(a) Except as otherwise expressly set forth herein, all of the terms, conditions and agreements contained in this Agreement shall merge into the deeds executed and delivered at Closing. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

(b) This Agreement and all exhibit(s) attached hereto constitute the entire agreement between Seller and Buyer. There are no other conditions, covenants or agreements binding upon the parties, oral or written.

(c) No waiver hereunder of any condition or breach shall be deemed to be a continuing waiver or a waiver of a subsequent breach.

(d) This Agreement will be governed by and construed in all respects according to the laws of the State of Mississippi, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Each party hereby expressly and irrevocably (i) submits to the exclusive jurisdictions of the federal and state courts of said jurisdiction for any litigation arising from this Agreement; and (ii) waives any objection to any such action based on venue or forum *non conveniens*.

(e) Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. Signature pages to this Agreement transmitted by e-mail for assembly into an integrated document shall operate to bind the party to this Agreement whose signature has been e-mailed to the other party.

(f) The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and that, in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the provision or document.

(g) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severance of such illegal, invalid, or unenforceable provision from this Agreement.

(h) The parties acknowledge that either or both parties hereto may consummate the transaction contemplated by this Agreement through an exchange permitted by Section 1031 of the Internal Revenue Code of 1986, as amended. The parties shall reasonably cooperate with one another in accomplishing such exchange(s) and shall execute any and all documents which may be reasonably required to effectuate such exchange(s); provided that, neither party shall have an obligation to do anything that would cause it to incur any liability or obligation or to take title to any property other than the Property, and provided further that such exchange(s) shall in no event delay Closing.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority, effective as of the Effective Date.

SELLER:

ABS:

ASSOCIATED BUILDING SYSTEMS, INC.,
a Delaware corporation

By: ______________________
Name: Mark G. Specht
Title: Vice President

CITY:

CITY OF STARKVILLE, MISSISSIPPI,
a municipal corporation

By: ______________________
Name: Lynn Spruill
Title: Mayor

BUYER:

NORTHERN VALLEY HOLDING, LLC,
an Oregon limited liability company

By: ______________________
Name: Nathan Georges
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority, effective as of the Effective Date.

SELLER:

ABS:

ASSOCIATED BUILDING SYSTEMS, INC.,
a Delaware corporation

By: ______________________________
Name: Mark G. Specht
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CITY:

CITY OF STARKVILLE, MISSISSIPPI,
a municipal corporation

By: ______________________________
Name: Lynn Spruill
Title: Mayor

BUYER:

NORTHERN VALLEY HOLDING, LLC,
an Oregon limited liability company

By: ______________________________
Name: Nathan Georges
Title: Manager

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NWG

EXHIBIT A

DESCRIPTION OF LAND

Commence at the Northwest Corner of Section 9, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and run South along the West boundary of said Section 9 for 837.1 feet to the South right-of-way of the Illinois Central Railroad, which point is also the point of beginning. From the point of beginning continue South along the West boundary of said Section 9 for 1,300 feet, thence run East for 800 feet, thence run North 1,826.2 feet to the South right-of-way of the Illinois Central Railroad. Then run South 56 degrees 40 minutes West along the South right-of-way of the Illinois Central Railroad for 957.5 feet to the point of beginning. The above tract containing 28.7 acres and lying in the Northwest Quarter (NW 1/4) of Section 9, Township 18 North, Range 14 East. Less and Except a strip of 100 feet in width off the entire North side to be reserved for a public street.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, NOTICE IS HEREBY GIVEN FOR

A SPECIAL CALLED MEETING TO BE HELD
FRIDAY, MARCH 18, 2022
AT 11 A.M.
IN THE SECOND FLOOR CONFERENCE ROOM OF
STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI

The specific purpose of the meeting is as follows and the Mayor and Board may enter Executive Session for discussion:

DISCUSSION AND CONSIDERATION OF THE POTENTIAL SALE OF PROPERTY

LYNN SPRUILL, MAYOR

Date / Time Signed: MARCH 17, 2022, 3:00 P.M.