

An Ordinance Declaring Certain Real Property Owned by the City of Trussville as Surplus and Approving Its Sale to B4 Development, LLC.

WHEREAS, the City of Trussville, Alabama ("City") is presently the owner of certain real property consisting of approximately 48.98 acres in the Paine Industrial Park (the "Property");

WHEREAS, Section 11-47-20 of the Code of Alabama (1975) permits real property that is not presently needed for a public or municipal purpose to be declared surplus and to be disposed of through conveyance; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA, as follows:

Section 1. It is hereby declared surplus and established that the Property, as more particularly depicted in **Exhibit A**, attached hereto, is no longer needed for a public or municipal purpose.

Section 2. The City shall convey the Property to B4 Development, LLC, an Alabama limited liability company (the "Purchaser"), for certain consideration which is fair and reasonable under the circumstances.

Section 3. Pursuant to the authority granted by Section 11-47-20 of the Code of Alabama (1975), the Mayor of the City of Trussville, Alabama is hereby authorized and directed to execute a special warranty deed and a conveyance contract, if applicable, in the name of the City to implement the sale and effectuate the intent of the parties.

Section 4. This ordinance shall become effective immediately upon its adoption, approval, and publication as required by law.

ADOPTED AND APPROVED THIS THE 25TH OF AUGUST 2026


Jaime Melton Anderson, President


Ben Short, Mayor
City of Trussville

Attest:


Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

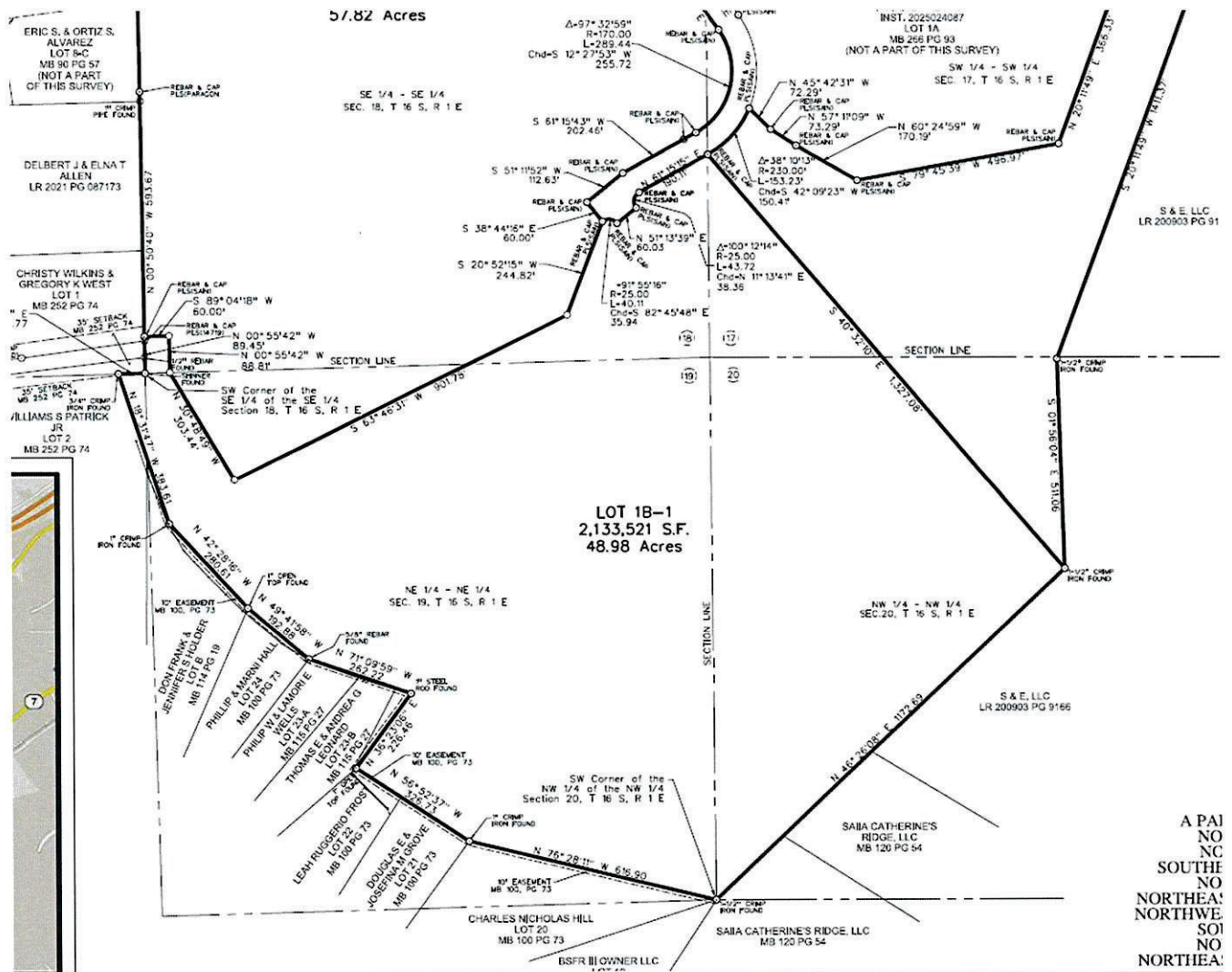
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 25th day of August 2026.

The above and foregoing ordinance was published on the 26th day of August 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 26th day of August 2026


Dan Weinrib MMC, City Clerk

Draft Replat of the Property

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into on the ____ day of _____, 2026 by and between the City of Trussville, Alabama ("City"), by and through the Industrial Development Authority of the City of Trussville, Alabama (the "IDA")(the City with the IDA shall collectively be known as the "Seller"), and B4 Development, LLC, an Alabama limited liability company, its successor and assigns (the "Purchaser")(Purchaser and Seller are hereinafter collectively, "Parties" or individually "Party"). The "Effective Date" of this Agreement shall be the date on which this Agreement has been fully executed by both Seller and Purchaser.

Recitals

A. Seller is the owner of certain real property located in the Trussville Industrial Park located in the City of Trussville, Jefferson County, Alabama, including the land and all buildings, fixtures, improvements, amenities, rights, privileges, hereditaments, and easements appertaining thereto, and all licenses, authorizations and permits issued or approved by any governmental authority relating to the operation or ownership of the collective premises (collectively, the "Property"), which Property is more particularly depicted on Exhibit A, attached hereto. The Property is approximately 48.98 acres total, such acreage subject to a recorded survey replat of the Property ("Replat").

B. Purchaser desires to purchase the Property from Seller, and Seller agrees to grant, bargain, sell and convey the Property to Purchaser, pursuant to the terms and conditions of this Agreement.

Agreement

1. Agreement to Sell. For the consideration set forth below, Seller hereby agrees to grant, bargain, sell, assign and convey to Purchaser and the Purchaser agrees to purchase from the Seller, the Property in accordance with the terms and conditions of this Agreement.

2. Purchase Price. (a) The purchase price for the Property shall be Seven Hundred Sixty-Four Thousand and 00/100 Dollars (\$764,000.00) (the "Purchase Price"). The parties agree the Purchase Price shall not be adjusted based on the final acreage of the Property as provided in the Replat, which cost of Replat shall be borne by the Purchaser. In lieu of payment of the Purchase Price in cash, Purchaser and Seller have agreed that Purchaser shall instead provide services to neighboring property owned by Seller, as further provided herein (the "Services").

(b) The Services. The Services obligates Purchaser, at Purchaser's sole cost and expense, to demolish the existing structures located in and around the former Gold Kist Plant located at 7200 Will Pond Road, Trussville, AL 35173. Purchaser shall fully perform the Services consistent with the requirements outlined in Exhibit B, attached hereto and incorporated herein.

Exclusions: The following items are specifically excluded from Purchasers scope of work: Capping Utilities, Asbestos survey/Removal , Geotechnical Testing / Evaluations, Sanitary & Water System, Pumping of any kind , Utility relocations , Grass and seeding , Building / Grading Permit Fees, Any and All Work Not Specifically Indicated in Exhibit B attached hereto.

The Services described herein shall be substantially completed, in Seller's reasonable determination, within twelve (12) months after title is transferred from Seller to Purchaser (the "Services Completion Date"). In the event the Services are not substantially completed by the Services Completion Date, Purchaser agrees that Purchaser shall incur a Five Thousand and 00/100 Dollar (\$5,000.00) per day fee payable to Seller for every calendar day that the Services are not substantially completed, in Seller's reasonable discretion, after the Services Completion Date.

Purchaser agrees to the following with respect to the Services: (i) a geotechnical consultant shall provide oversight; (ii) an inspector designated by Seller shall regularly inspect the property affected by the Services; (iii) permit third party testing of soils; (iv) Purchaser shall obtain the appropriate permit for the Services; (v) permit ADEM inspection and controls by a Qualified Credentialed Inspector which is familiar with erosion and sediment controls and which is certified to conduct inspections regarding the Services, all at the expense of the Seller..

3. Intentionally Omitted

4. No Offer. Purchaser and Seller acknowledge and agree that this Agreement shall not become effective as a binding obligation until Purchaser and Seller have: (a) executed this Agreement, (b) received proper approval from the City and the IDA for the sale of the Property, and (c) delivered this contract with original signatures to Massey Stotser & Nichols, PC ("Closing Agent").

5. Conditions Precedent to Closing.

(a) The obligations of Purchaser and Seller under this Agreement are subject to all covenants, agreements, actions, proceedings, instruments and documents required pursuant to this Agreement having been performed, complied with or delivered (as the case may be) in accordance with this Agreement. In addition, it shall be a condition to each of Purchaser's and Seller's obligations to close that, as of the Closing Date, no claim, action, suit, order, formal or informal arbitration or mediation, inquiry, proceeding or investigation of any governmental body shall have been instituted or threatened to restrain or prohibit any of the transactions contemplated by this Agreement. In the event any of the conditions precedent contained herein are not satisfied, Purchaser shall have the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section, neither Party shall have any further rights or obligations hereunder.

(b) Purchaser agrees to be bound by the covenants and restrictions of record and recorded in the Office of the Judge of Probate, Jefferson County, Alabama. The Purchaser's agreement to be bound and requirement to comply with those terms shall survive the Closing. A breach of those terms shall be considered a material breach of this Agreement.

6. Closing.

(a) The closing of the sale and purchase of the Property (the "Closing") shall occur within thirty (30) calendar days following the expiration of the Inspection Period, unless extended in writing by the mutual agreement of the Parties ("Closing Date"). Time is of the essence with respect to the Closing Date. Notwithstanding the foregoing, Purchaser shall have the right to close at any time earlier than contemplated herein, by providing written notice to the Seller. Prior to Closing, Seller shall furnish the Closing Agent and/or the title company ("Title Company")

Seller's tax identification number, and any other information requested by the Closing Agent and/or the Title Company in order to comply with any reporting requirements of any federal, state, or local rule, regulation, statute or otherwise.

(b) At Closing, Purchaser shall:

(i) if applicable, deliver a duly executed broker lien affidavit and indemnity agreement to satisfy any state law requirements, and;

(ii) execute and/or deliver any other documents reasonably necessary or otherwise required by the Closing Agent, Title Insurance Company, and/or Seller to consummate the transaction contemplated by this Agreement. (This provision shall survive closing);

(c) At Closing, Seller shall:

(i) execute and deliver to the Title Company, a Special Warranty Deed the ("Deed") conveying fee simple title of the Property as contemplated herein; provided, however, the Deed shall include a reversionary clause permitting the Seller to re-acquire the Property in the event Purchaser fails to develop the Property as further provided herein and in the Deed,

(ii) execute and deliver an original title affidavit(s) in a form reasonably acceptable to Purchaser and the Title Company;

(iii) deliver exclusive possession of the Property to Purchaser;

(iv) deliver a certificate of non-foreign status to ensure Seller's compliance with Foreign Investment in Real Property Tax Act ("FIRPTA") (Section 1445 of the Internal Revenue Code of 1986, as amended);

(v) deliver to Title Company, affidavits and indemnities in the form required by the Closing Agent and Title Company with respect to (i) mechanic's liens, certifying that as of the Closing Date there are no known unpaid bills rendered or to be rendered for services performed or materials furnished to the Property, (ii) parties in possession, certifying that on the Closing Date, there are no parties other than Seller in possession of the Property, (iii) "gap" coverage insuring Purchaser over any matters recorded after the effective date of the Title Commitment and prior to recordation of the Deed, and (iv) any other issues required by the Title Company;

(vi) deliver originals, or copies certified by Seller as being complete, of all applicable bills, invoices, utility meter readings, and other items that shall be apportioned as of the Closing Date;

(vii) deliver all keys and access codes, if any, to any portion of the Property;

(viii) execute and/or deliver any other documents reasonably necessary or otherwise required by the Closing Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement; and

(ix) deliver a duly executed broker lien affidavit and indemnity agreement to satisfy the requirements of Alabama law, if applicable.

7. Due Diligence

(a) Inspection Period.

(i) On the Effective Date, Purchaser, its employees, agents, contractors or designees, at Purchaser's sole expense, shall have thirty (30) calendar days (the "Inspection Period") to examine and test the Property, and shall further have the right of ingress and egress over and through the Property for the purpose of inspecting, appraising, soil, geotechnical, and environmental testing, testing for drainage, surveying, performing a geotechnical survey, and any other activities reasonably necessary to assess the Property, including the review of the Title Commitment, as hereafter defined, to determine whether the Property is suitable for Purchaser's intended use (collectively, the "Inspections").

(ii) The Closing is subject to Purchaser being satisfied in Purchaser's absolute and sole discretion with the condition of the Property and all documentation concerning the Property, including, but not limited to, the following: (i) zoning conditions, (ii) building conditions and restrictions, (iii) survey, (iv) title work, (v) geotechnical survey, and (vi) environmental, geotechnical, soil and other site conditions.

(iii) If Purchaser for any reason exercises its right to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall execute a release of claim against the Closing Agent and Seller.

(iv) If Purchaser does not purchase the Property, Purchaser shall cause the Property to be promptly returned to its condition prior to such Inspections and shall protect, defend, indemnify, and hold harmless Seller from and against any and all expenses, claims, fines, assessments, penalties, damages, or losses arising from or in connection with any activities of Purchaser, its officers, agents, employees, or contractors on the Property in connection with Purchaser's Inspections, including without limitation, any of the foregoing related to injury or death of any person and damage or loss of use of property, and any reasonable attorney's fees or court costs occasioned by such claims.

(b) Zoning and Permits.

(i) Seller acknowledges that during the Inspection Period, Purchaser shall have the right to obtain all authorizations, permits, approvals, and entitlements necessary for Purchaser's intended use of the Property (collectively, the "Approvals"). Seller shall cooperate with Purchaser in Purchaser's efforts to obtain any and all Approvals not currently in place.

(ii) If Purchaser elects to terminate this Agreement as provided herein or defaults under this Agreement, Purchaser shall, to the extent such items are assignable and to

the extent Seller elects to accept such assignment which shall be in the absolute and sole discretion of the Seller, assign to Seller, without representation or warranty of any type or nature, express or implied, as to the accuracy, completeness or reliability of such items, other than that Purchaser has not previously assigned such items, all of its right, title and interest in and to all Approvals pertaining to the Property. At Seller's option, these assignments shall be delivered to Seller upon the execution of this Agreement or upon the presentation of the application to Seller for its review to be held by Seller in the event Purchaser terminates the Agreement as provided herein or defaults under its covenants and obligations in this Agreement. If Seller does not elect to accept the assignment of such Approvals within thirty (30) calendar days after termination of this Agreement, Seller shall have the right to withdraw, cancel or otherwise terminate any such Approvals.

(c) Survey. If Purchaser so requests during the Inspection Period (as hereinafter defined), Seller shall provide any existing surveys in the possession of the City or the IDA, if available (the "Survey"). In connection with replatting the Property and the Industrial Park in accordance with Seller's standard procedures, the Seller shall provide a replat survey of the Property to Purchaser, at Purchaser's sole expense. The exact legal description to be used in the Deed in favor of Purchaser shall be the legal description identified in the replat survey of the Property. Purchase may acquire, at its sole cost, any other survey of the Property.

(d) Environmental Site Assessments. During the Inspection Period, Purchaser, at Purchaser's expense, shall have the right to obtain any environmental site assessments to be performed by an environmental consultant selected by Purchaser as Purchaser deems necessary in its sole discretion.

(e) Title Commitment.

(i) Within ten (10) calendar days after the Effective Date, Seller will deliver to Purchaser a commitment for an ALTA Owner's Policy of Title Insurance, covering the Property, together with a legible copy of each Schedule B Exception cited therein (collectively, the "Title Commitment"). Purchaser will have until the end of the Inspection Period to object to any and all exceptions and matters shown therein ("Title Defects.") Any exceptions and matters not so objected to will be deemed accepted and approved by the Purchaser (the "Permitted Encumbrances"). In the event Purchaser objects, Seller will then have fourteen (14) calendar days following written notice of Purchaser's objections to remove any Title Defects or obtain affirmative coverage to Purchaser's satisfaction. If Seller fails to remove the Title Defects requested by Purchaser by the Closing Date, Purchaser may, as its exclusive and sole remedy, elect to terminate the transaction by providing Seller written notice within ten (10) calendar days following expiration of the Seller's opportunity to remove Title Defects.

(ii) At Closing Seller will deliver to Purchaser an ALTA Form Owner's Policy, with any endorsements which may be required by the Purchaser (if any,) of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring title in the Purchaser or Purchaser's nominee, subject only to Permitted Encumbrances (the "Title Policy.") The cost of the ALTA Owner's Title Policy and all related costs shall be paid by the Purchaser. All special endorsements requested by Purchaser and Purchaser's agents shall be at the cost of the Purchaser.

(f) Seller's Existing Due Diligence. Notwithstanding anything to the contrary in this Agreement, within fourteen (14) calendar days after the Effective Date, Seller shall make available to Purchaser all of the following, to the extent Seller has any of these items in Seller's possession: (aa) the most recent title insurance policy covering the Property; (bb) the most recent ALTA survey(s) or any other surveys or plats relating to the Property; (cc) the most recent environmental reports and any environmental studies relating to the Property; (dd) the most recent soil condition report of the Property; (ee) the most recent geotechnical survey or report of the Property; (ff) copies of any building, structural or other inspections or inspection reports that have been received or performed, and any other information related to the site conditions of the Property; (gg) any previous appraisal reports; (hh) current zoning information relating to the Property; (ii) a copy of the local governing authority's sign ordinance; (jj) copies of all leases or other agreements affecting or encumbering the Property; (kk) copies of all existing service contracts relating to or concerning the Property; (ll) tax bills for the last three (3) years relating to the Property; (mm) copies of any agreements that benefit, burden, or otherwise affects the Property; and (nn) a copy of any restrictions, covenants, easements, documents or instruments affecting or encumbering the Property. Seller makes no representations or warranties as to the accuracy or completeness of the documents or the information contained therein to the Purchaser. The Purchaser expressly and knowingly acknowledges the Purchaser assumes all risks related to the Purchaser's reliance on the above stated items.

(g) Cooperation by Seller. Prior to the Closing Date, Seller shall cooperate in whatever manner is reasonably required by Purchaser or any independent inspector, surveyor, governmental authority or authorized agent of Purchaser, in order to obtain any reports required by Purchaser to assess the Property. All costs associated with obtaining these reports shall be paid by the Purchaser.

(h) Notice of Termination. Notwithstanding Purchaser's other termination rights as defined in this Agreement, if Purchaser determines, in Purchaser's absolute and sole discretion, that the Property is not suitable for Purchaser's intended use or for any reason whatsoever, Purchaser may, upon written notice to Seller given on or before 5:00 p.m. Central Standard Time on or before the last day of the Inspection Period, terminate this Agreement by written notice delivered to Seller as provided herein, whereupon (i) this Agreement shall thereupon terminate and be null, void, and of no further force and effect, and (ii) neither Purchaser nor Seller shall have any further rights, duties, or obligations hereunder, except as expressly provided herein. In the event Purchaser does not terminate this Agreement in writing on or before the expiration of the Inspection Period as set forth herein, then Purchaser shall be deemed to have satisfied itself as to its inspection of the Property.

8. Transfer of Title.

(a) Purchaser's obligations under this Agreement are contingent upon Purchaser receiving from Seller clear, good, marketable, and indefeasible fee simple title to the Property (together with all improvements located on the Property), subject to any and all standard exceptions of title and those exceptions listed on the owner's title policy, that is insurable at regular rates by an Alabama licensed title insurance company.

(b) The Property is to be conveyed by a Deed acceptable to Purchaser, running to Purchaser or its nominee. The Deed shall be prepared by the Closing Agent. The Deed shall furthermore provide that the Seller does for itself and for its successors and assigns covenant with the Purchaser, its successors and assigns, (aa) that Seller is lawfully seized in fee simple of the Property; (bb) that the Property is free from all leasehold interests, security interests, liens and unrecorded encumbrances created by the Seller; (cc) that the Seller has a good right to sell and convey the same; and (dd) that Seller will (and its successors and assigns shall) warrant and defend the same to the Purchaser, its successors and assigns forever, against the lawful claims arising by, through, and/or under the Seller subject to the aforementioned title exceptions.

(c) The Deed shall include Purchaser obligations with respect to development of the Property. The Deed shall also include a right of reversion in favor of the Seller in the event Purchaser fails to comply with Purchaser's development obligations as further provided herein and in the Deed.

9. Costs and Expenses. The Parties hereby agree that the Parties shall equally share the cost of the attorney's settlement fee and all other costs and fees associated with this transaction except those specifically addressed elsewhere. The Purchaser shall pay all fees associated with its loan and any loan title policy. The Purchaser shall pay all fees and expenses associated with a survey of the Property.

10. Seller's Representations and Warranties. To induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date and for a period of one (1) year thereafter:

(a) Seller has the right, legal power, and authority to enter into this Agreement, to perform all of its obligations hereunder, and to convey the Property in accordance with the terms and conditions of this Agreement.

(b) Seller has no actual knowledge of any uncured violations of any statute, regulation or other law affecting any portion of the Property, and Seller shall give to Purchaser prompt notice of and cure at its sole expense, any such violation prior to the Closing, including without limitation, any environmental, land use, or zoning statute, regulation, or other law applicable to the Property.

(c) Seller has received no notice of any proposed or pending public improvements, governmental action by eminent domain, or any pending or contemplated condemnation proceedings affecting the Property. Seller shall promptly furnish Purchaser and Closing Agent copies of all such notices received by Seller after Effective Date and prior to Closing.

(d) Seller represents that it has no actual knowledge of any pending or threatened litigation, claims or judicial, administrative or arbitration proceeding, or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement. Should Seller receive notice of any such litigation or otherwise become aware of any

such litigation or dispute, Seller agrees to immediately notify Purchaser and to work diligently by using its best efforts to bring the litigation or dispute to a resolution.

(e) Seller represents that the Property will be sold to Purchaser free of any leases or tenancies. Seller will deliver possession to Purchaser on the Closing Date.

(f) At Purchaser's sole discretion, if Seller fails to adequately cure any of the conditions described in this Section and all its attendant subparts, Purchaser may elect to terminate the transaction as provided above. If this Agreement is terminated, neither party shall have any further rights or obligations hereunder.

(g) Other than the above stated representations and warranties in this Section, Seller is conveying the property to Purchaser "as is" and with no other representation or warranty concerning any aspect of the Property. Further, Seller shall not at the time of execution of this Agreement or any time following the Closing of this transaction be liable to Purchaser in any way for any potential claim, cause of action, etc. made pertaining to the Property or this transaction. This provision shall not apply to any term of this Agreement that expressly survives Closing.

11. Purchaser's Representations and Warranties. To induce Seller to enter into this Agreement, Purchaser makes the following representations and warranties, all of which are true as of the date hereof (unless otherwise specified) and shall also be true as of the Closing Date and for a period of one (1) year thereafter unless otherwise stated:

(a) Purchaser expressly acknowledges receipt and review of the present covenants and restrictions that bind all Purchasers in the industrial park and run with the land, per the Title Commitment. Having reviewed these, Purchaser agrees to be bound by those terms and construct any building, structure, or other lot improvement in compliance with the covenants and restrictions. This is a material term to this Agreement, the Purchaser's compliance therewith shall indefinitely survive closing.

(b) Purchaser agrees that, in accordance with the covenants and restrictions in the industrial park, prior to beginning any construction, grading, or other alteration of the Property, Purchaser shall receive written approval of the plans and specifications to the Property from the IDA. This provision shall survive closing.

(c) As further provided in the Deed, Purchaser agrees that Purchaser shall begin altering and improving the Property no later than twelve (12) months after the infrastructure improvements have been completed by the city and/or Jefferson County. Purchaser agrees that once any alteration or clearing of the Property has begun, at least one completed structure shall be erected on the Property with a certificate of occupancy having been issued by the City within twenty-four (24) months following the day after the alteration and clearing of land has begun. This provision shall survive closing until the Purchaser complies with this provision and the terms of the Deed.

(d) Purchaser represents and warrants that Purchaser shall abide by all federal, state, and local laws and ordinances during his possession of the Property, and Purchaser agrees to comply with same during clearing and construction of the Property. This provision shall survive closing.

12. Destruction, Condemnation, and Other Governmental Action. Seller shall bear risk of loss until Closing. If, prior to the Closing, (a) all or any portion of the Property is the subject of a pending or contemplated taking by eminent domain which has not been consummated; or (b) if the Property has been materially damaged or destroyed, Seller shall promptly notify Purchaser and Purchaser may terminate this Agreement by written notice to Seller and Closing Agent, without owing any liability to Seller. If this Agreement is terminated, as aforesaid, neither party shall have any further rights or obligations hereunder. If Purchaser does not exercise its option to terminate this Agreement, the parties hereto shall remain bound hereunder and Seller shall assign and turn over, and Purchaser shall be entitled to receive and keep, all awards in favor of Seller for the taking by eminent domain described in said notice or all insurance proceeds payable as a result of such destruction or damage.

13. Default.

(a) Purchaser Default. If Purchaser shall default in the performance of its obligations under this Agreement and such default shall continue for a period of ten (10) calendar days after written notice of default from Seller to Purchaser, and provided Seller is not then in default under this Agreement, Seller shall have the right to terminate this Agreement.

(b) Seller Default. If Seller shall default in the performance of any of its obligations under this Agreement or otherwise breach any representation or warranty hereunder, then Purchaser shall have the right to terminate this Agreement and only receive a reasonable due diligence inspection out of pocket cost reimbursement not to exceed \$5,000.00, whereupon the Parties shall not have any further rights, duties, or obligations hereunder.

14. General Provisions.

(a) Final Agreement. This Agreement represents the final agreement of the parties pertaining to the subject matter contained herein, and no agreements or representations, unless incorporated in this Agreement, shall be binding on any of the parties, and no portion hereof shall be amended or modified unless such change shall be agreed to by both parties, in writing, and signed by both parties thereto. This Agreement shall be and remains subject to final approval by the City Council of the City of Trussville, Alabama, and the IDA.

(b) Notices. Any notice required hereunder shall be in writing and sent by either overnight delivery or by certified mail, return receipt requested or via a national overnight courier service (or 2-day service) requiring a signature upon delivery (such as Fed Ex). Notice shall be deemed to be given on the date shown on the delivery receipt obtained from the USPS or a nationally recognized overnight courier. Personal delivery may be substituted for certified mail or overnight delivery. Notice shall be sent to the following individuals:

If to Seller:	Industrial Development Authority of the City of Trussville, Alabama P.O. Box 159 Trussville, Alabama 35173 Attention: Lisa Bright, Chairman
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City of Trussville
131 Main Street
Trussville, Alabama 35173
Attn: Dan Weinrib, City Clerk

With a copy to: Massey, Stotser, & Nichols, P.C.
1780 Gadsden Highway
Birmingham, Alabama 35235
Attention: Seth A. Cohen, Esq.
scohen@msnattorneys.com

If to Purchaser: B4 Development, LLC
2748 Alton Road
Birmingham, AL 35210
Attention: Mike Milam or Barrett Milam

With a copy to: Hornsby & Hornsby
152 Main Street, Suite 100
Trussville, AL 35173
Attn: Bobby J. Hornsby, Esq.
bjhornsby@att.net

(c) Number and Gender. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include a natural person, a corporation, firm, partnership, joint venture, trust or estate.

(d) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama.

(e) Assignment. Neither party may assign or delegate any of the rights, duties, or obligations in the transaction without prior written consent of the other party.

(f) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, personal representatives, executors, successors and permitted assigns.

(g) Survival. The representations, warranties, and indemnities contained herein shall be deemed to have been made again by the parties as of the Closing Date, and shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, and shall not be affected by any investigation by or on behalf of Purchaser, or by any information which Purchaser may have or obtain with respect thereto.

(h) Severability. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or

conditions herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(i) Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by all of the parties hereto.

(j) Time of the Essence. Time is of the essence with respect to the performance of all of the covenants and other terms and conditions of this Agreement.

(k) Business Days. In the event the time for performance of any obligation hereunder shall fall or expire on a day other than a business day, the time for performance of such obligation shall be extended to the next succeeding business day. For purposes hereof, a business day shall be any day other than Saturdays, Sundays and days on which banks in the State of Alabama are required or authorized to be closed.

(l) Third Parties. Neither the execution and delivery of this Agreement by the parties, nor any actions taken by the parties hereunder, shall create or be intended to create any rights in any third party.

(m) Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against either party because that party or such party's legal representative drafted such provision.

(n) Counterparts. This Agreement may be executed simultaneously or in multiple counterparts, each of which shall be deemed an original, but which, when taken together, shall constitute but one Agreement.

(o) Broker. Seller represents to the Purchaser that it has not retained nor is represented by a Broker or other agent. Purchaser represents to Seller that Purchaser that it has not retained nor is represented by a Broker or other agent

(p) The Parties hereby agree that any dispute over this Agreement shall first attempt to reasonably resolve the dispute(s) through negotiation. In the event the dispute(s) cannot be resolved through good-faith negotiation, any action filed must be filed in the Birmingham Division of the Circuit Court of Jefferson County, Alabama, which shall have exclusive and sole authority to adjudicate any and all claims through bench trial only.

(q) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, ARISING FROM OR RELATING TO THE SUBJECT MATTER HEREOF. THE PARTIES AGREE THAT A BENCH TRIAL SHALL BE THE SOLE ACTION WHICH MAY BE COMMENCED.

(r) Confidentiality. The terms and conditions of this Agreement shall be maintained as confidential by the parties hereto, with the exception that the parties may disclose the terms and conditions hereof to their employees, agents, accountants, attorneys, consultants and contractors in connection with the transactions contemplated hereby, and provided, that either party shall have the right to disclose any such information if required by applicable law or as may be necessary in connection with any court action or proceeding with respect to this Agreement. Neither Seller nor Purchaser shall issue any press release or make any other public disclosure of the transaction contemplated by this Agreement unless approved in writing by the other party, which approval shall not be unreasonably withheld.

(s) Conflict Waiver. Closing Agent shall perform the closing between the Seller and Purchaser concerning the Property. Closing Agent has represented Purchaser in the past. Purchaser, and its shareholders, officers, and employees, understand and acknowledge that the Closing Agent represents the Seller in all aspects of this transaction and in any future associated matters involving the Seller and this Property. Purchaser expressly waives any conflict as a result of the Closing Agent's representation of the Seller in this matter or any future related matter. This waiver includes, without limitation, any conflict arising from the Closing Agent's prior representation of Purchaser and/or its shareholders.

(t) Recitals. The foregoing recitals are true and correct and are by this reference made a part of this Agreement.

(u) Exhibits. The following exhibits, schedules, riders and addenda are attached hereto and made a part of this Agreement for all purposes:

Exhibit A	Depiction of Property
Exhibit B	Description of Services Milam Description of Services dated
May 10, 2026	

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

SELLER:

**The Industrial Development Authority Of The
City Of Trussville, Alabama**

By: 
Name: Lisa Bright
Its: Chairperson

Date: _____

City Of Trussville, Alabama

By: 
Name: Benjamin Short
Its: Mayor

Date: _____

PURCHASER:

**B4 Development, LLC,
An Alabama limited liability company**

By: _____

Name: _____

Its: _____

Date: _____

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

Depiction of Property



**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**

Services to be performed by Purchaser

[See attached.]