

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2022, by and among **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Seller**”) and **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Buyer**”).

WITNESSETH:

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money, in hand paid by Buyer to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following:

(a) All that certain lot, tract or parcel of improved real estate more particularly described on **Exhibit “A”** attached hereto, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto (the “**Land**”);

(b) All buildings, structures and other improvements located on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements (the “**Improvements**”); and

(c) The goods, equipment, machinery, apparatus, fittings, furniture, furnishings and other personal property owned by Seller and located on the Land or within the Improvements and used in connection with the operation, management or maintenance of the Land or the Improvements, **subject, however,** to ordinary wear and tear between the Effective Date and the Closing Date (the “**Personalty**”).

All of the matters described in this **paragraph 1** are herein collectively referred to as the “**Property.**”

2. Purchase Price; Method of Payment. The purchase price for the Property (the “**Purchase Price**”), shall be **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments herein described, shall be paid by Buyer to Seller by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

3. Earnest Money.

(a) Within three (3) business days following the date this Agreement is executed by the last of Seller and Buyer (the “**Effective Date**”), Buyer shall deliver to Maynard, Cooper & Gale, P.C., as escrow agent (“**Escrow Agent**”) the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** (which sum, together with all interest actually earned thereon during the term of this Agreement, is herein referred to as the “**Earnest Money**”).

(b) If Buyer fails to deliver any Earnest Money to Escrow Agent on or before the date herein required, then all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. All deposits by Buyer required pursuant to this **paragraph 3** shall be in the form of a certified or cashier’s check or wire transfer, payable to Escrow Agent, and no such deposit shall be deemed timely unless actually received by the date therefor set forth in this **paragraph 3**.

(c) Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth on **Exhibit “B”** attached hereto, and hold the Earnest Money in a national bank whose depositors are insured by the Federal Deposit Insurance Corporation or other financial institutions located in Huntsville, Alabama which are reasonably acceptable to Buyer.

(d) On the Closing Date, the Earnest Money will be applied as part payment of the Purchase Price.

4.

(a) **Closing.** The closing of the purchase and sale of the Property (“**Closing**”), shall be held through the escrow services of Escrow Agent, at such time and on such date (the “**Closing Date**”) as may be specified by written notice from Buyer to Seller not less than **five (5) days** prior thereto; **provided, however**, that the Closing Date shall be on or before **December 30, 2022** (the “**Final Closing Date**”) and, if Buyer shall fail to give notice designating the Closing Date, the Closing Date shall take place through the escrow services of Escrow Agent on the Final Closing Date.

(b) **Closing Condition.** This Agreement is contingent upon the approval of this Agreement by the City Council for the City of Madison, Alabama (the “**Contingency**”). In the event the Contingency is not satisfied on or before December 30, 2022, either party may terminate this Agreement upon written notice to the other party at any time prior to satisfaction of the Contingency. Buyer’s execution of this Agreement shall be considered an acknowledgement by Buyer that the Contingency has been satisfied, and no further approval shall be required for the performance of Buyer’s obligations herein.

5. Access and Inspection; Examination by Buyer.

(a) Between the Effective Date and the Closing Date, Buyer and Buyer’s agents, employees, contractors, representatives and other designees (collectively, “**Buyer’s Designees**”) shall have the right upon advance written or telephone notice to Seller to enter the Property for the

purposes of inspecting the Property, conducting soil tests and (subject to the below related to a phase II study) a Phase I environmental study, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; **provided, however**, that (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property ("**Buyer's Activities**") shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant of the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities, and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without the prior written consent of Seller. Seller or its representative shall have the right to be present at the time of any review of the Property or any meeting with governmental officials.

(b) Buyer shall have until five (5) days prior to the Closing Date (the "**Due Diligence Date**"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer in its sole discretion. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by: (i) giving written notice to Seller on or before the Due Diligence Date; and (ii) delivering to Seller, on or before Due Diligence Date, the items required by **subparagraph (d)** of this **paragraph 5** and **paragraph 16(a)** of this Agreement. In the event Buyer gives Seller the notice and delivers to Seller the items required by the immediately preceding sentence, then the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not terminate this Agreement in accordance with this **paragraph 5** on or before the Due Diligence Date, Buyer shall have no further right to terminate this Agreement pursuant to this **paragraph 5**.

(c) Intentionally omitted.

(d) Buyer acknowledges that Seller may deliver to Buyer certain documents and information in Seller's possession with regard to the Property to the extent in Seller's possession (the "**Due Diligence Materials**"). The Due Diligence Materials will be provided to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer's informational purposes. Until Closing, Buyer and Buyer's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately re-deliver to Seller all originals of the Due Diligence Materials in Buyer's possession.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the “**Taxes**”), for the year in which Closing occurs shall be prorated as of the Closing Date. In the event that Seller has heretofore protested or appealed, or, prior to the Closing Date, protests or appeals, the Taxes for the billing period in which Closing occurs, and such protest results in a reduction in the Taxes payable, Buyer shall reimburse Seller for its *pro rata* share of the amount of the Taxes so reduced.

(b) All utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer.

(c) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this **paragraph 6**, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Buyer.

7. Title.

(a) For the purposes of this Agreement, “**good and marketable fee simple title**” shall mean such title as is insurable by a title insurance company licensed to do business in Alabama, under its most recent standard form of ALTA owner’s policy of title insurance, at its standard rates, subject only to the following (the “**Permitted Exceptions**”): (i) the standard or printed exclusions in the form of owner’s policy of title insurance referenced above; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) the lien for Taxes not due and payable on or before the Closing Date; (iv) zoning ordinances affecting the Property; (v) all easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record as of the date of Seller’s execution of this Agreement; (vi) the state of compliance or non-compliance of the Property, as of the date of Seller’s execution of this Agreement, with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property; (vii) the Easements, Covenants and Restrictions Agreement (defined herein); and (viii) all matters, if any, waived by Buyer pursuant to this **paragraph 7**.

(b) Buyer shall procure a commitment for title insurance (“**Title Commitment**”) from Wilmer & Lee, P.A., 100 Washington Street, Huntsville, Alabama 35801 (the “**Title Company**”) and Buyer shall have until seven (7) days prior to the Closing Date in which to give Seller written notice of any objections which render Seller’s title less than good and marketable fee simple title. Buyer may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the effective date of the Title Commitment, but Buyer’s failure to specify in its initial notice of title objections any objection appearing of record as of the effective date of such initial Title Commitment shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Buyer shall fail so to examine title to the Property or to give Seller such initial notice of title objections, Buyer shall be deemed to have waived all objections appearing of record as of the Effective Date, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement.

(c) Seller shall have no obligation to cure any of Buyer’s title objections. Seller shall have until **noon (12:00 pm) CST on the Due Diligence Date**, in which to review Buyer’s initial notice of title objections and, if Seller elects, in which to give Buyer written notice of any valid objections specified therein which Seller intends to attempt to satisfy. Seller’s failure to provide such notice shall be deemed an election by Seller not to cure any of such title objections. If Seller notifies Buyer that it does not intend to cure any objection specified in Buyer’s initial notice of title objections, or is deemed to have elected not to cure, and if Buyer thereafter does not elect to terminate this Agreement pursuant to **paragraph 5** hereof, Buyer shall be deemed to have waived such objections, and any such objections shall thereafter constitute Permitted Exceptions under this Agreement.

(d) Seller shall have until the Closing Date to satisfy all valid objections which Seller has agreed to cure hereunder, and, if Seller fails to so satisfy any such valid objections, then, at the option of Buyer, and as its sole and exclusive alternatives and remedies, Buyer may either: (i) terminate this Agreement in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

8. Survey; Subdivision. Buyer, at Buyer’s option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of Alabama to prepare a current and accurate survey of the Property (the “**Survey**”). Seller shall be responsible for subdividing the Land prior to Closing into a legally conveyable lot in accordance with applicable subdivision regulations, provided Purchaser shall reimburse the costs of the surveyor to Seller and Seller shall bear its legal costs related thereto. Seller shall be responsible for recording the subdivision plat affecting the Land prior to Closing. The subdivision plat (the “**Plat**”) shall be subject to review and approval by both parties prior to submitting the same to the applicable governmental authorities. Unless recorded sooner, at Closing, Escrow Agent shall record the Plat immediately before the Deed.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller:

(i) a Statutory Warranty Deed, in recordable form, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “C”**, conveying the Land and the Improvements to Buyer (the “**Deed**”), provided that if portions of the Land are owned by different Sellers, Seller shall have the right to convey the Land and Improvements by two (2) separate deeds in the form attached hereto as **Exhibit “C”**, and allocate the purchase price between the deeds accordingly;

(ii) a Bill of Sale, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “D”**, conveying Seller’s interest in the Personalty;

(iii) an Assignment, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “E”**, whereby Seller transfers and assigns to Buyer all of Seller’s right, title and interest in, to and under any permits, warranties, or other intangible property related to the ownership and operation of the Property, and whereby Buyer assumes and agrees to perform the duties and obligations of the owner of the Property arising from and after the Closing Date (which assignment shall be accepted and executed by Buyer);

(iv) a Seller’s Affidavit, in the form of, and on the terms and conditions reasonably required by Title Company to delete the pre-printed standard exceptions (other than the mineral rights exception) from the owner’s policy of title insurance being issued to Buyer with respect to the Property;

(v) a Certificate and Affidavit of Non-Foreign Status, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “F”**;

(vi) a completed 1099-S request for taxpayer identification number and certification, and acknowledgment; and

(vii) the Easements, Covenants and Restrictions Agreement, in substantially the form set forth in the attached **Exhibit “G”**.

(b) Seller shall deliver to Escrow Agent the following items, if the same have not been theretofore delivered by Seller to Buyer:

(i) Evidence in form and substance reasonably satisfactory to Title Company that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller’s duties and obligations under this Agreement, and the execution and delivery by Seller of all documents and other items to be executed and delivered to Buyer at Closing, have been accomplished; and

(ii) If and to the extent in Seller's possession, (A) the originals of warranties and guaranties with respect to the Property and certificates, licenses, permits, authorizations, consents and approvals of any governmental authority previously issued in connection with the Property; and (B) copies of books, records and correspondence pertinent to the continued use, occupancy and operation of the Property.

(c) Buyer shall pay the Purchase Price to Escrow Agent in escrow.

(d) Upon Escrow Agent's receipt of all items required by this **paragraph 9** and satisfaction of all other conditions to Closing set forth herein, Seller and Buyer shall authorize and direct Escrow Agent to (i) record the Plat, the Deed and the Easements, Covenants and Restrictions Agreement in the Office of the Judge of Probate in Madison County, Alabama, (ii) disburse the Purchase Price to Seller in accordance with a closing statement approved by Buyer and Seller setting forth the prorations and adjustments required by this Agreement, and (iii) deliver originals of the items listed in **paragraph 9(a)**, and (b) to Buyer.

10. Costs of Closing. Seller shall bear and pay one half (1/2) of the state transfer tax and recording fees payable in connection with the Deed and Seller's attorneys' fees. All other costs and expenses of this transaction (including, without limitation, one half (1/2) of the state transfer tax and recording fees payable in connection with the Deed, any other recording costs, the costs of the surveyor, all financing costs, the premiums for any policy of title insurance and for any endorsements thereto and Buyer's attorneys' fees) shall be borne and paid by Buyer.

11. Disclaimer of Warranties; Seller's Representations.

(a) Seller does hereby represent to Buyer the following:

(i) Seller is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama.

(ii) There are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement are consistent with and not in violation of, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the operating agreement of Seller.

(iv) All company action has been or shall be taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this

Agreement and of all other acts necessary and appropriate for the consummation for the purchase and sale of the Property as contemplated by and provided for in this Agreement.

(v) Seller has not entered into any lease or other agreement for the use, occupancy or possession of the Property which will remain in effect after Closing with respect to all or any portion of the Property.

(vi) Seller has not entered into any management, maintenance, service or other contracts with respect to the Property which will remain in effect after Closing.

Notwithstanding the foregoing provisions of this **paragraph 11(a)**, it is expressly acknowledged and agreed that, if Buyer shall actually discover prior to Closing that any of the representations set forth in this **paragraph 11(a)** were untrue when made, or have become untrue prior to the Closing, then, if Buyer shall proceed with the consummation of the purchase and sale of the Property pursuant to this Agreement, Buyer shall be deemed to have waived any claim of breach which Buyer may have against Seller with respect to any such representation set forth herein.

(b) Further notwithstanding the foregoing provisions of this **paragraph 11**, and notwithstanding any other term or provision of this Agreement, neither the foregoing representations of Seller nor any other representation or covenant of Seller under this Agreement shall extend to, and there are in all events excluded therefrom, any matter described in or disclosed by any of the Due Diligence Materials.

(c) Wherever in this Agreement there is any reference to the “knowledge” of Seller or to any “notice” having been “received” by Seller, in any variation of such references, such references: (i) shall mean only the actual knowledge of, or notice actually received personally by Denise Bates; (ii) shall not mean or include any imputed or constructive knowledge of Denise Bates, or any notice constructively received by Denise Bates; (iii) shall not include any actual, imputed or constructive knowledge of any officer, agent, employee or affiliate of Denise Bates or Seller, or any other person or entity, or any notice actually or constructively received by any officer, agent, employee or affiliate of Denise Bates or Seller, or any other person or entity; and (iv) shall not be deemed to imply that Denise Bates or any other person or entity has undertaken, or has any duty or obligation to undertake, any investigation or inquiry with respect to the subject matter thereof.

(d) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER’S STATUTORY WARRANTY OF TITLE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS,

ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (COLLECTIVELY, THE “**DISCLAIMED MATTERS**”). BUYER AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WITH RESPECT TO THE PROPERTY, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN SELLER’S STATUTORY WARRANTY OF TITLE SET FORTH IN THE DEED, SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY “AS IS”, “WHERE IS”, AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **PARAGRAPH 11(d)**, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA. THE TERMS AND CONDITIONS OF THIS **PARAGRAPH 11(d)** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

12. Possession at Closing. Subject to the terms of the Easements, Covenants and Conditions Agreement, Seller shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

13. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, the Earnest Money shall be delivered to and retained by Seller as Seller’s full liquidated damages for such default. The parties acknowledge that Seller’s actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties’ best estimate of such damages, and

that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Buyer, and Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages; **provided, however**, that the foregoing liquidated damages shall not apply to any duty, obligation, liability or responsibility which Buyer may have under the indemnification provisions of **paragraphs 5 and 17** of this Agreement, as to which Seller shall have all rights and remedies provided for or allowed by law or in equity.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedies, may exercise the following additional rights and remedies: (i) in the event of any default by Seller, Buyer shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and (ii) Buyer shall have the right to sue Seller for specific performance of this Agreement. Seller shall have no other liability to Buyer under this Agreement. In no event shall Buyer have the right to recover from Seller any special or consequential damages.

14. Damage or Destruction.

(a) If any portion of the Improvements is damaged or destroyed by casualty prior to Closing, Seller shall give Buyer prompt written notice thereof. If any portion of the Improvements is damaged or destroyed by casualty on or before the Due Diligence Date, and Buyer shall not elect to terminate this Agreement pursuant to **paragraph 5** hereof, then Buyer shall have no right to terminate this Agreement by reason of such damage or destruction. If any portion of the Improvements is damaged or destroyed by casualty after the Due Diligence Date and prior to Closing, and the cost of repair of such damage or destruction is reasonably estimated to exceed \$10,000, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such casualty, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of lesser damage or destruction after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction.

(b) If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller on or before the Closing Date with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

15. Condemnation.

(a) In the event of commencement of eminent domain proceedings respecting any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice thereof. If all or any part of the Property is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, on or before the Due Diligence Date, and Buyer shall not elect to terminate this Agreement pursuant to **paragraph 5** hereof, subject to **paragraph 15(b)** below, Buyer shall have no right to terminate this Agreement by reason of such taking. If all or any material part of the Property is taken by eminent domain proceedings after the Due Diligence Date, and prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such taking, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Property after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such taking. To the extent permitted by law, Buyer agrees to not institute eminent domain proceedings against the Property prior to Closing.

(b) If all or any part of the Property is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller on or before the Closing Date with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking.

(c) For purposes of this **paragraph 15**, a taking shall be deemed to be of a "material" part of the Property only if such taking involves the taking of more than ten percent (10%) of the Land.

16. Ownership of Information; Confidentiality Obligation.

(a) If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately deliver to Seller, at Buyer's cost and expense: (i) a copy of all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with such investigations, examinations, tests or inspections concerning the physical condition of the Property.

(b) The parties will maintain the confidentiality of any and all reports prepared upon inspection of the Property but only to the extent as the law governing public disclosures allows.

(c) All studies, data, reports, analyses, writings and communications, including, without limitation, any environmental reports, shall be generated by any consultant for the use of Buyer's and Seller's attorneys and, to the fullest extent permitted by law and to the extent the law governing public disclosures allows, shall be the work product of both Buyer's and Seller's

respective attorneys and shall constitute confidential attorney/client communications, and each party shall use its best efforts to ensure that such confidence and privilege is maintained.

17. Broker and Commission. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors which would give rise to any claim of lien or lien against the Property, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Seller and Buyer shall and do each hereby indemnify, defend and hold harmless each of the others from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property.

18. Survival. The provisions of **paragraphs 11(d) and 19** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price. The provisions of **paragraphs 6 and 11(a)-(c)** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price for a period of twelve (12) months following the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of **paragraphs 5(d) and 16** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

19. Seller's Tax Deferred Exchange. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller shall be assigning all contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the real property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

20. Easements, Covenants and Restrictions Agreement. At Closing, the parties shall execute and record a restrictive covenant agreement which encumbers the Property and runs with the Land (the "**Easements, Covenants and Restrictions Agreement**"), in substantially the form set forth as **Exhibit "H"** hereto. The Easements, Covenants, and Restrictions Agreement shall provide that **(i)** Buyer shall initially use the Property for a fire station, police station, office

space, and recreational facilities open to the public and for public events; *(ii)* ingress and egress pedestrian and vehicular access over the drive aisles and driveways of Seller and Buyer, as the same may exist from time to time; *(iii)* ingress and egress access over Seller's adjacent property (to be known as Lot 4 of the Plat) providing access to Buyer from the Property to Graphics Drive; *(iv)* in no event shall the Property or any portion thereof be used for any of the prohibited uses set forth on attached Exhibit "G"; and *(v)* so long as Seller or any of Seller's affiliates own or control property adjacent to or within one (1) mile of the Property, Seller and Seller's affiliates and their respective employees shall have the right to use, access and enjoy the recreational facilities located on the Property, including, without limitation certain restroom facilities currently located thereon, to be further defined in the Easement, Covenants, and Restrictions Agreements.

21. General Provisions.

(a) Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by email to the email address for each party set forth below their respective executions hereof, or to such other email addresses as are specified by written notice given in accordance herewith, provided that a copy of any notice sent by email shall be simultaneously sent via one of the other methods set forth above. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by email shall be deemed given on the date of email transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or email address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of email transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

(b) Email as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of an email transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(c) Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, and any such assignment without the consent of Seller shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller, and their respective legal representatives, successors and permitted assigns.

(d) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(e) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) **Seller Liability.** Any party seeking to enforce any duty, obligation, liability or responsibility of Seller arising under this Agreement or any document or instrument executed or delivered in connection with the transactions contemplated hereby shall rely on and look solely to the assets of Seller as if Seller were a corporation adequately capitalized for all purposes, and the members were shareholders, and no member or members shall be: (i) liable or responsible for any such duty, obligation, liability or responsibility; or (ii) have any obligation, enforceable by or for the benefit of any party described above, to make contributions of capital or any other contributions to Seller to pay or satisfy any such duty, obligation, liability or responsibility. No recourse shall be sought, and no action shall be taken, against any member or members of Seller, or against any member, officer, director or shareholder of any member of Seller or against any member of any member of Seller, or against any of the assets of any of the foregoing parties, for the payment or satisfaction of any such duty, obligation, liability or responsibility.

(k) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated

enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

(l) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

(m) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer. To the extent allowed by law, Buyer agrees that the Mayor of the City of Madison, Alabama (the "Mayor") may enter into immaterial modifications to this Agreement on Buyer's behalf without being required to obtain additional City Council approval, and such modifications shall be binding on Buyer. The Mayor is hereby authorized to enter into immaterial modifications on behalf of Buyer as the Mayor, in his reasonable discretion, deems necessary or desirable. As used in the foregoing sentence, "immaterial modifications" shall mean any modifications which do not (i) increase the Purchase Price, or (ii) extend the Closing for more than one (1) year.

(n) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(o) **Attorney's Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees) incurred by the prevailing party.

(p) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(q) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(r) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other

governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(s) **No Lien.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Purchase and Sale Agreement, all effective as of the day and year first written above.

SELLER:

INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Initial address for notices:

305 Intergraph Way
Madison, Alabama 35758
Attention: Mr. Anthony P. Zana
Telephone Number: _____
Email: tony.zana@hexagon.com

Date of Seller's Execution: _____, 2022

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

BUYER:

CITY OF MADISON, ALABAMA, an Alabama
municipal corporation

By: _____

Name: _____

Its: _____

Initial address for notices:

Attention: _____

Telephone Number: _____

Email: _____

Date of Buyer's Execution: _____, 2022

Escrow Agent executes this Agreement to acknowledge and agree to hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

ESCROW AGENT:

**FIDELITY NATIONAL TITLE INSURANCE
COMPANY**

By: Maynard, Cooper & Gale, P.C.

Its: Agent

By: _____

Name: _____

Title: _____

Initial address for notices:

Maynard, Cooper & Gale, P.C.

655 Gallatin Street

Huntsville, AL 35801

Attn: Leslie Sharpe

EXHIBIT “A”

LEGAL DESCRIPTION

Lot 2 of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North campus as recorded in Document Number 20150722000398750 and a resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030 as shown on the map or plat thereof recorded at Plat Book 2022, Page _____ in the Office of the Judge of Probate in Madison County, Alabama.

EXHIBIT "B"

ESCROW PROVISIONS

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, including, without limitation (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this agreement to the contrary, in the event of a dispute between Seller and Buyer arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent's determination of whether a dispute exists between Seller and Buyer shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Buyer and Seller shall, and do hereby, jointly and severally indemnify, defend and hold Escrow Agent harmless from, against and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from or in connection with this agreement or any action taken or not taken by Escrow Agent under or in connection with this agreement; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with or as a result of any claim, demand, action, suit, investigation or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

4. If Escrow Agent shall notify Seller and Buyer of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Buyer. If Seller and Buyer shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Buyer or by Escrow Agent, as the case may be, shall be a title insurance company, bank or trust company having trust powers in good standing and located in the Huntsville, Alabama, metropolitan area, and shall agree to be

bound by all the terms and conditions of this agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Buyer and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer. This agency shall not be revoked or terminated by reason of the death, incompetency, dissolution or liquidation of Seller or Buyer, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer in the manner provided herein. In the event of the death, incompetency, dissolution or liquidation of Seller or Buyer, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture, and delivered this indenture to Grantee, all this _____ day of _____, 2022.

GRANTOR:

[add signature and notary acknowledgment]

EXHIBIT “D”

FORM OF BILL OF SALE

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

BILL OF SALE

FOR VALUE RECEIVED, INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Seller**”), does hereby sell, transfer and convey unto **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Buyer**”) (the words “**Seller**” and “**Buyer**” to include the neuter, masculine and feminine genders, and the singular and plural), all goods, equipment, machinery, apparatus, fittings, furniture, furnishings, inventories, supplies, spare parts, tools and other personal property of every kind (*i*) now located on all that tract or lot of land lying in the County of Madison, State of Alabama, and being more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference, and (*ii*) used in connection with the operation or maintenance of the office building and related facilities situated on said land, including, without limitation, all property described on **Exhibit “B”**, attached hereto and incorporated herein by reference (collectively, the “**Property**”).

SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES AS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IMPLIED BY LAW.

IN WITNESS WHEREOF, Seller has caused its duly authorized representatives to execute, seal and deliver this bill of sale, all this _____ day of _____, 2022.

[add signature and notary acknowledgment]

EXHIBIT “E”

FORM OF ASSIGNMENT

STATE OF ALABAMA)
:
COUNTY OF MADISON)

ASSIGNMENT

THIS ASSIGNMENT is made this _____ day of _____, 2022, by and between **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Assignor**”) and **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Assignee**”). The words “**Assignor**” and “**Assignee**” include the neuter, masculine and feminine genders, and the singular and the plural.

W I T N E S S E T H:

WHEREAS, Assignor has on the date hereof conveyed unto Assignee certain real property and related personal property lying and being in Madison County, Alabama, more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, in connection with the conveyance of the Property, Assignor and Assignee intend that certain related assets be assigned and transferred to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignee to Assignor at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and agree as follows:

1. Warranties and Guaranties. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title, interest, powers, privileges, benefits and options of Assignor, if any, in, to and under all guaranties, warranties and agreements from any contractors, subcontractors, vendors or suppliers regarding their performance, quality of workmanship or quality of materials supplied in connection with the construction, manufacture, development, installation, repair or operation of: **(i)** any and all buildings, structures and improvements located on the Property, **(ii)** any and all fixtures, fittings, equipment, machinery and apparatus affixed or attached, actually or constructively, to the Property, and **(iii)** any and all furniture, furnishings, personal property, trade fixtures and equipment located on or used in the operation or maintenance of the Property.

2. Permits. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title, interest, powers, privileges, benefits and options of Assignor, if any, in and to all certificates, licenses, permits, authorizations, consents and approvals from governmental authorities with respect to: **(i)** the design, development, construction and installation of any and all buildings, structures and improvements located on the Property, any and all fixtures, fittings,

equipment, machinery and apparatus affixed or attached, actually or constructively, to the Property; any and all furniture, furnishings, personal property, trade fixtures and equipment located on or used in the operation or maintenance of the Property; **(ii)** vehicular ingress and egress to and from the Property; and **(iii)** the use, operation and occupancy of the Property.

3. Entitlements. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title and interest of Assignor, if any, in and to **(i)** any impact fee credits with, or impact fee payments to, any city, county or municipality in which the Property is located arising from any construction of improvements, or dedication or contribution of property by Assignor, or Assignor's predecessor in title or interest, related to the Property, **(ii)** any development rights, allocations of development density or other similar rights to the extent allocated to or attributable to the Property, and **(iii)** any utility capacity allocated to or attributable to the Property, whether the matters described in the preceding clauses **(i)**, **(ii)** and **(iii)** arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreements with governmental authorities or third parties (collectively, the "**Entitlements**"). The Entitlements shall include, without limitation, those matters listed on **Exhibit "B"** attached hereto and made a part hereof.

4. No Representation. This assignment is made without representation or warranty of any nature.

5. Successors and Assigns. This assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

6. Governing Law. This assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

[add signature and notary acknowledgment]

EXHIBIT “F”

FORM OF CERTIFICATE AND AFFIDAVIT OF NON-FOREIGN STATUS

STATE OF ALABAMA)

COUNTY OF MADISON)

NON-FOREIGN AFFIDAVIT RE SALE OF REAL PROPERTY INTEREST

Before me, the undersigned Notary Public in and for said county and state, personally appeared _____, as _____ of [INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company, or INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company] , who being by me first duly sworn, deposes and says, under penalty of perjury, as follows:

1. That INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company (“Seller”) is selling to CITY OF MADISON, ALABAMA, an Alabama municipal corporation (“Purchaser”), certain real property located in the County of Madison, State of Alabama, and described on **Exhibit “A”** hereto; and that such sale constitutes a transfer of a “U.S. Real Property Interest” as that term is defined in the Foreign Investors Real Property Tax Act of 1980, as amended (“FIRPTA”).

2. That this declaration is made for the benefit of Purchaser, and to inform the United States Internal Revenue Service (“IRS”) that Purchaser has no duty to collect withholding taxes for Sellers pursuant to FIRPTA and hereby grants permission for Purchaser to file this Affidavit with the IRS pursuant to any present or future applicable laws or regulations.

3. That Seller intends to file a United States Income Tax Return with respect to the transfer of the real property described on **Exhibit “A”** hereto, and that Seller is one of the following:

- (a) [] not a foreign person [individuals]
- (b) [] a domestic U.S. corporation
- (c) [] a domestic U.S. partnership
- (d) [] a domestic U.S. trust

(e) a domestic U.S. estate

(f) a domestic U.S. limited liability company

4. That Seller's [complete one]

(a) Social Security Number is: _____

(b) United States Taxpayer's Identification No. is: _____

5. That Seller will testify, declare or certify before any tribunal, agency, officer or person, in any case now pending or which may hereafter be instituted, to the truth of the facts hereinabove set forth.

[add signature and notary acknowledgment]

EXHIBIT “G”

PROHIBITED USES

1. Any use which is illegal, which constitutes a public or private nuisance, or any use which creates offensive odors, other than normal cooking odors, which are noticeable outside of the improvements.
2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance).
3. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage dumpsters or compactors which are on the Property for ordinary business purposes).
4. Any central laundry, dry cleaning plant, or laundry facility, coin operated laundry, or laundromat.
5. Any automobile, boat, truck, trailer or R.V. sales, leasing, display or repair facility (other than a high-end car dealership or boat sales incident to other first-class business operations).
6. Any funeral parlor or mortuary.
7. Any adult bookstore or club featuring adult entertainment or other type “adult” establishment selling or exhibiting pornographic materials or paraphernalia for use with illicit drugs.
8. Any massage parlor not incident to a first-class full-service spa or hotel operation.
9. Any pawnshop, flea market, “second-hand”, “surplus”, “used clothing”, or “thrift” store or liquidation outlet, any tent sale, carnival, circus, amusement park, bingo parlor, or any off-track betting parlor or other gambling establishment; provided lottery sales departments incidental to the operation of a permitted use shall be permitted to the extent operated or authorized by the appropriate governmental authority.
10. Any assisted living facility or nursing home.
11. Any residential use, including, without limitation, single family homes, townhomes, or multi-family developments.

EXHIBIT "H"

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT