



This meeting is being recorded for public review on the City of Millersburg website.

Rules of Conduct for Public Meetings

No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting. Microphones will be muted and webcams will be turned off for remote participants unless called upon to speak or during public comment period.

Persons shall not comment or testify without first receiving recognition from the presiding officer and stating their full name and city of residence.

During public hearings no person shall present irrelevant, immaterial, or repetitious testimony or evidence.

There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the meeting. If online participant(s) disrupt the meeting, the participant(s) microphone and webcam will be turned off. If disruption continues, the participant(s) will be removed from the meeting.

SPECIAL CITY COUNCIL MEETING AND PUBLIC HEARING

In-Person Meeting with Remote Access Available

Millersburg City Hall

4222 NE Old Salem Road, Millersburg OR 97321

December 21, 2022 @ 5:30 p.m.

Agenda

Remote access for the meeting is available. Instructions for joining the meeting can be found at <https://www.cityofmillersburg.org/citycouncil/page/city-council-regular-meeting-24>. If you do not have access to a phone or computer, or need additional support, please contact City Hall prior to 5:00 p.m. on Tuesday, December 20, 2022.

Meeting link to join via computer:

<https://aspenuc.accessionmeeting.com/j/11597014359>

Phone number to join meeting: 503-212-9900

Meeting ID: 115 9701 4359

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. CHANGES AND ADDITIONS TO THE AGENDA
- E. PUBLIC HEARING

1) Proposed Sale of City-Owned Property

Action: _____

- F. CLOSING PUBLIC COMMENT
- G. CLOSING COUNCIL COMMENT
- H. ADJOURNMENT

Upcoming Meetings & Events:

For a schedule of meetings and events, visit the City's website calendar at

<https://www.cityofmillersburg.org/meetings>

The meeting is accessible to the disabled. If you have a disability that requires accommodation to attend or participate, please notify the Millersburg City Hall in advance by calling 458-233-6300.



TO: Millersburg City Council
FROM: Kevin Kreitman, City Manager
DATE: December 14, 2022, for the December 21, 2022, Special City Council Meeting
SUBJECT: Purchase and Sale Agreement with Northwest RE, LLC for Property in the Transition Parkway Industrial Park

Action Requested: Approval of proposed purchase and sale agreement (PSA) with Northwest RE, LLC for approximately 60 acres of City-owned property.

Discussion: On August 31, 2022, the city entered into a Letter of Intent (LOI) for the sale of approximately 60 acres of land to Northwest RE, LLC for the development of an industrial project. With direction from Council, staff, legal counsel, and representatives of Northwest RE, LLC have negotiated the attached purchase and sale agreement. The proposed sale of property represents approximately 60 acres from the following identified parcel/ID numbers 10S 03W 28 00100, 10S 03W 29 00106, and 10S 03W 28 00101.

This is a project that began with site selection activities for a new facility to be located in the western US in late 2018 by a Fortune 500 company. The Millersburg Transition Parkway Industrial Park site has been selected as their preferred location after an exhaustive review of sites throughout the western US including Oregon. The project includes office, manufacturing, and distribution facilities representing approximately 600,000 square feet of buildings, with potential for expansion to 800,000 square feet.

The sales price for the property is detailed below. The advertised asking price based on previous appraisals of the property was \$3.50 per square foot. The negotiated price is based on Council action and approval of a purchase incentive based on the value of proposed investment, representing approximately \$300 to \$400 million in development value. This represents an almost 50% increase in the current assessed value of the City, with potential of new city tax revenue of approximately \$1.4 million annually (for an annual return on investment of approximately \$23,000 per acre for the 60 acres), the proposed project is also a large power user which would result in additional electric franchise fees, and could provide up to 300 new.

- (a) The negotiated sale price of the property is three (\$3.00) dollars per each square foot (prorated for fractional square feet) of the Land (excluding area to be dedicated for public right of way) that is not Wetland-Impacted or Radon-Impacted land; and,
- (b) One (\$1.00) dollar per each square foot (prorated for fractional square feet) of the Land (excluding area to be dedicated for public right of way) that is Wetland-Impacted or Radon-Impacted land.

The reduced price for wetland and radon impacted areas are based on the likely development and mitigation cost of the impacted lands, should construction be required within those areas.

The sale agreement for the property will correspond with and require the extension and construction of Transition Parkway to intersect with both Castillo Drive and Woods Road, the construction of a 100' buffer/linear park with multi-use path to separate Conser Road and Transition Parkway and the industrial park to the south. With development of the property, Conser Road west of Castillo Dr. will be converted to a local/residential street. The intersection of Transition Parkway with Conser at Woods Road will be designed to route traffic onto Transition Parkway instead of Conser Road between Woods Road and Castillo Drive.

Funding for the infrastructure improvements required for the project will come from System Development Charges associated with the new development, State of Oregon Economic programs, and proceeds from sale of the property. Any funds expended for site development costs, including infrastructure will be eligible for reimbursement through the State Economic Development Fund Regionally Significant Industrial Sites (RSIS) program. The industrial park was previously approved for this program, which will provide funding back to the City based on State income tax reimbursement for a portion of taxes paid by companies locating in the zone.

Budget Impact:

Pending completion of a due diligence period, which includes an initial 180 days with the ability for the buyer to extend the due diligence period for three additional 90 day periods upon notifying the City and providing a non-refundable \$50,000 deposit for each requested 90 day extension, for up to a total of 450 days, to provide buyer the ability to ensure appropriate permits are obtained. The final plat will identify the total acreage to be purchased. Currently the sales price is estimated at approximately \$6.1 million for the 60 acres. The City will also benefit from ongoing tax and franchise fee revenues.

Recommendation:

Staff recommends Council approve the purchase and sale agreement for approximately 60 acres of City of Millersburg, Oregon, real property, known as tax lot numbers 10S 03W 28 00100, 10S 03W 29 00106, and 10S 03W 28 00101 representing approximately 60 acres on Linn County assessor maps, to Northwest RE, LLC, a Delaware limited liability company; and authorize the City Manager to sign all documents on behalf of the City of Millersburg necessary to convey said property via sale to Northwest RE LLC, a Delaware limited liability company and to conduct business and sign documents necessary to implement and fulfill terms of this sale in the future.

Millersburg City Council

December 21, 2022

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Attachment(s):

Public Notice

Order Authorizing Sale

Purchase and Sale Agreement

Proposed Revision to Purchase and Sale Agreement 12/19/2022

**Notice of proposed sale of Millersburg, Oregon, city-owned real property
and public hearing concerning such sale**

Pursuant to ORS 221.725, notice is hereby given regarding a public hearing occurring Wednesday, December 21, 2022, 5:30 PM, at the Millersburg City Hall, Millersburg, Oregon. The purpose of the public hearing concerns the sale to **Northwest RE, LLC**, a Delaware limited liability company, of City of Millersburg owned real property located in Millersburg, Oregon, portions of parcels of land known as Parcel/ID #: 10S 03W 28 00100, 10S03W 28 00106, 10S 03W 28 00101, and 10 S 03W 29 00205, consisting of approximately 60 acres of undeveloped land.

This property is in General Industrial (GI) zoning.

The Millersburg City Council considers this sale convenient, necessary, and beneficial to the local and regional residents in that new jobs will be created and additional revenue generated to the City from real property taxes on increased property valuations and Northwest RE, LLC's reoccurring payments of additional utility franchise fees to the City. City staff indicates the sales price of this land to **Northwest RE, LLC**, is well justified considering the benefits to the City, its residents, and the local and regional economy.

**AN ORDER AUTHORIZING THE SALE, TO NORTHWEST RE, LLC,
A DELEWARE LIMITED LIABILITY COMPANY, OF APPROXIMATELY 60 ACRES
OF CITY OF MILLERSBURG, OREGON, OWNED REAL PROPERTY, KNOWN AS
PORTIONS OF TAX LOTS 100 AND 101 OF LINN COUNTY ASSESSOR MAP 10
SOUTH RANGE 3 WEST, SECTION 28 AND TAX LOT AND 106 OF LINN COUNTY
ASSESSOR MAP 10 SOUTH RANGE 3 WEST, SECTION 29, REPRESENTING
APPROXIMATELY 60 ACRES, AND FURTHER
AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO SIGN ALL
DOCUMENTS ON BEHALF OF THE CITY OF MILLERSBURG NECESSARY TO
CONVEY SAID PROPERTY TO NORTHWEST RE LLC, A DELEWARE LIMITED
LIABILITY COMPANY, AND TO CONDUCT BUSINESS AND SIGN DOCUMENTS
NECESSARY TO IMPLEMENT AND FULFILL TERMS OF THIS SALE IN THE
FUTURE**

WHEREAS, this matter coming before the Millersburg City Council on December X, 2022, for a public hearing to determine whether the City should sell the following City of Millersburg owned real-property known as portions of Tax Lots 100 and 101 of Linn County Assessor Map 10 South Range 3 West, Section 28 and Tax Lot 106 of Linn County Assessor Map 10 South Range 3 West, Section 29, located south of Conser Road and east of the Burlington Northern railway in Millersburg, Oregon, to Northwest RE LLC, a Delaware Limited Liability Company; and,

WHEREAS, testimony was presented to the Council by any person or party that desired to present, and questions were asked by Councilors of presenters; and,

WHEREAS, after the closure of public testimony the Councilors asked questions of staff and deliberated; and,

WHEREAS, the Council and public had Exhibit #1, also known as the Purchase and Sale Agreement, available to them for review, prior to the hearing;

THE COUNCIL HAVING VOTED, MAKES THE FOLLOWING FINDINGS:

- 1) A public hearing was held before the Millersburg City Council on December X, 2022, to determine whether to sell City of Millersburg owned real property known as portions of Tax Lots 100 and 101 of Linn County Assessor Map 10 South Range 3 West, Section 28 and Tax Lot 106 of Linn County Assessor Map 10 South Range 3 West, Section 29, located south of Conser Road and east of the Burlington Northern railway in Millersburg, Oregon, to Northwest RE LLC, a Delaware Limited Liability Company.
- 2) Testimony was presented by any person or party that desired to present, and questions were asked by Councilors of presenters.
- 3) After the closure of public testimony, the Councilors asked questions of staff and deliberated.

- 4) The Council and public had Exhibit #1, also known as the Purchase and Sale Agreement, available to them for review prior to the hearing.
- 5) Said property is not needed for public use.
- 6) The sale of said property to Northwest RE LLC will generate revenue to the City of Millersburg and may provide jobs to local residents.
- 7) The sale of said property to Northwest RE LLC is in the best interest of the City of Millersburg.
- 8) The Millersburg City Manager is tasked with day to day operations of running the City of Millersburg.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

- 1) The above FINDINGS are hereby adopted.
- 2) The Millersburg City Council will sell the following City of Millersburg, Oregon, owned real property known as portions of Tax Lots 100 and 101 of Linn County Assessor Map 10 South Range 3 West, Section 28 and Tax Lot 106 of Linn County Assessor Map 10 South Range 3 West, Section 29, located south of Conser Road and east of the Burlington Northern railway in Millersburg, Oregon, to Northwest RE LLC, a Delaware Limited Liability Company, pursuant to the terms of attached Exhibit #1, also known as the Purchase and Sale Agreement.
- 3) The Millersburg City Manager, or their designee, is authorized to sign all documents on behalf of the City of Millersburg necessary to convey said property via sale to Northwest RE LLC, a Delaware Limited Liability Company, and to conduct business and sign documents necessary to implement and fulfill terms of this sale in the future.

IT IS HEREBY ORDERED by the Council this 21st day of December, 2022.

Scott Cowan
Mayor

ATTEST:

Sheena Dickerman
City Recorder

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of _____, 2022 (the “**Effective Date**”) by and between **The City of Millersburg**, an Oregon municipal corporation (“**Seller**”), and **Northwest RE, LLC**, a Delaware limited liability company, or its assignee (“**Buyer**”). Buyer and Seller are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

1. THE PROPERTY.

1.1 Description of the Property. Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, on and subject to the terms and conditions provided in this Agreement, the following (collectively, the “**Property**”): (i) that certain parcel of land known as Parcel/ID #: 10S 03W 28 00100, 10S03W 28 00106, 10S 03W 28 00101, and 10 S 03W 29 00205 as legally described in Exhibit A, consisting of approximately 60 acres of undeveloped land (to be specifically delimited as provided below in Section 1.2 of this Agreement, the “**Land**”); (ii) all water rights appurtenant to the Land (“**Water Rights**”); (iii) all rights, privileges, easements and appurtenances to the Land (“**Appurtenances**”); and (iv) all rights in and to any oil, gas, natural gas, and other mineral rights, and, sand, gravel, aggregate and other natural resources on, of, or relating to, the Land (collectively, the “**Mineral Rights**”). The Property shall not include the water rights established under Oregon Water Rights Department Application File No. S-88194 and Permit No. S55033, which shall be retained by Seller (the “**Retained Water Rights**”), provided, however, that the Land shall not be subject to any easements or other encumbrances or charges relating to such Retained Water Rights, which shall not be Permitted Exceptions under this Agreement.

1.2 Delimitation of the Land. The Parties acknowledge that the portion of the Property that will contain the “**Land**” and the area to be the “**Expansion Option Area**” covered by the Expansion Option (as defined in Section 17.6 is currently situated on several parcels of land and that the Land to be conveyed under this Agreement and the Expansion Option Area, as a condition to exercise of the Expansion Option, will need to be a newly-created lawful units of land created by boundary line adjustment or partition in accordance with applicable laws and regulations. As soon as practicable after the Effective Date, Buyer will provide Seller with Buyer’s site plans and proposed boundaries for the parcel to be the “**Land**” under this Agreement and for the “**Expansion Option Area.**” Seller shall review and approve, or object to, if applicable in accordance with the following sentence, such plans within ten (10) days following receipt from Buyer. Seller shall not object to such plans and boundaries provided that they comply with applicable laws and regulations. No later than five (5) business days following Buyer’s delivery of the Contingency Clearance, Seller shall, at its cost and expense, apply for and pursue to completion the boundary line adjustment or partition action required to create the “**Land**” and “**Expansion Option Area**” in accordance with Buyer’s plans and boundaries (the “**Land Use Actions**”). Upon Seller’s completion of the Land Use Actions in accordance with this Agreement, the resulting legal descriptions of the Land and the Expansion Option Area shall be appended to this Agreement as Exhibits A and B, respectively.

2. PURCHASE PRICE; DEPOSITS.

2.1 Purchase Price.

2.1.1 Purchase Price; Payment. The purchase price for the Property shall be as follows (the “**Purchase Price**”):

(a) Three (\$3.00) dollars per each square foot (prorated for fractional square feet) of the Land (excluding area to be dedicated for public right of way) that is not Wetland-Impacted (as defined below) or Radon-Impacted (as defined below); and

(b) One (\$1.00) dollar per each square foot (prorated for fractional square feet) of the Land (excluding area to be dedicated for public right of way) that is Wetland-Impacted (as defined below) or Radon-Impacted (as defined below).

As used in this Agreement, “**Wetland-Impacted**” means any portions of the Land that are natural resource areas including, without limitation, any sensitive habitat areas, any area of wetlands or other jurisdictional waters of the United States or the State of Oregon and any buffers required to be placed around such habitat areas, wetlands and other waters (whether the habitat areas, wetlands or other jurisdictional waters that give rise to such buffers are located on the Property or adjacent thereto) by federal, state or local code, law, regulation, or ordinance. As used in this Agreement, “**Radon-Impacted**” means the area of legally described on pages 6-7 and depicted in the map in Appendix A of the October 1996 Consent Decree with EPA and the Oregon Department of Environmental Quality, which is referred to as the Soil Amendment Area (SAA). The area of the Land that is Wetland-Impacted or Radon-Impacted shall be determined by Buyer’s environmental consultant but shall be adjusted prior to Closing to the extent any applicable governmental authority determines that the applicable areas are different from those determined by Buyer’s environmental consultant. Buyer shall notify Seller of its calculation of the Purchase Price promptly following its determination thereof, which calculation will be subject to Seller’s approval subject to the following in this Section. Seller may only withhold its approval of Buyer’s calculation if it reasonably determines that Buyer has made a material error in its calculations and provides written notice thereof to Buyer within five (5) business days following receipt of Buyer’s calculation, failing which, Seller will be deemed to have waived its approval right.

2.2 Deposits. The provisions of this Section 2.2 shall survive termination of this Agreement.

2.2.1 Deposit. Buyer will, within seven (7) business days of the Effective Date, deposit into escrow with Fidelity National Title Corporate Headquarters, 601 Riverside Avenue, Building 5, Jacksonville, FL 32204 (or other escrow officer at such office) (in its capacity as escrow holder, “**Escrow Holder**” and as title insurer, the “**Title Company**”) an earnest money deposit in immediately available funds in the amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)** (together with any and all interest accrued thereon for the benefit of Buyer, the “**Deposit**”).

2.2.2 Independent Consideration. Notwithstanding any term or provision of this Agreement, One Hundred Dollars (\$100.00) of the Deposit (the “**Independent Consideration**”) shall constitute independent consideration to Seller for having entered into this Agreement and shall be nonrefundable if the Closing does not occur for any reason related to a Buyer termination under this Agreement, or failure of a Buyer Condition under Section 7.1, and to the extent that this Agreement requires the Deposit to be refunded to Buyer, the same shall be refunded less the Independent Consideration; provided, however, that the Independent Consideration shall be refundable to Buyer in the event of a Seller Default (as that term is defined in Section 7.1 below).

2.2.3 Application of Deposit. If Buyer has approved the Due Diligence Matters and waived its right to terminate this Agreement as provided in Section 4.5.1 hereof on or before the Contingency Date (as defined in Section 4.1) (a “**Contingency Clearance**”), then the Deposit shall be non-refundable except in the event of a termination by Buyer for a Seller Default, termination by Buyer pursuant to Section 3.2 or 3.3, termination by Buyer pursuant to Section 4.5.2, or termination by Buyer pursuant to Section 13, or termination by Buyer for a failed Buyer Condition Precedent under Section 7.1.6, 7.1.7, 7.1.8 or 7.2.5, or 7.2.6, in each of which cases Seller shall return or, as applicable, to the extent held by Escrow Holder, cooperate in the return of the Deposit to Buyer. If the purchase and sale contemplated by this Agreement is consummated as provided herein, then the Deposit shall be credited against the Purchase Price at Closing.

2.3 Balance of Purchase Price. On or before the Closing Date, Buyer shall deposit with Escrow Holder, by wire transfer of immediately available funds, the balance of the Purchase Price, plus

such other sums required to pay Buyer's share of the Closing costs, prorations and reimbursements as set forth in Sections 10 and 12.

3. TITLE & SURVEY.

3.1 Delivery of Title Commitment and Survey. As soon as practicable following the Effective Date, Buyer shall obtain (a) a commitment for and ALTA Form B Owner's policy of title insurance prepared and issued by the Title Company (the "**Title Commitment**") pertaining to Seller's fee interest in and to the Land, together with legible copies of all documents relating to the title exceptions referred to in the Title Commitment and (b) an ALTA/NSPS land title survey of the Land including meeting ALTA/NSPS minimum detail standards effective 2/23/2016) including Table A items 1, 2, 3, 4, 6(a), 6(b), 9, 11, 13, 18, and 19 (the "**Survey**").

3.2 Disapproved Matters. On or before the date that is thirty (30) days prior to the Contingency Date (as defined below) (the "**Disapproved Matters Date**"), Buyer shall notify Seller in writing of any disapproved title or survey matters revealed therein ("**Disapproved Matters**"). All special, documentary title exceptions set forth in the Title Commitment and matters shown on the Survey except those disapproved by Buyer in accordance with the preceding sentence (and monetary liens deemed disapproved as provided below) shall constitute "**Permitted Exceptions**;" provided that whether or not Buyer objects to the standard printed exceptions on the Title Commitment, the standard printed exceptions to such Title Commitment and those that might otherwise appear on any Title Policy may not appear as exceptions (and will not be considered Permitted Exceptions) on the Deed to Buyer or any extended coverage Title Policy or other coverage beyond standard coverage obtained by Buyer (provided that Buyer is responsible for providing Title Company with the Survey as required to remove or insure over the survey standard exception). Within five (5) business days after receipt of Buyer's notice of Disapproved Matters, Seller shall notify Buyer in writing of any Disapproved Matters which Seller is unable or unwilling to cause to be removed at or prior to Closing. Seller's failure to so notify Buyer within said five (5) business day period shall be deemed Seller's election not to remove said Disapproved Matters. If Seller elects (or is deemed to elect) not to remove any Disapproved Matters, Buyer then shall elect, by giving written notice to Seller and Title Company within three (3) business days after Buyer's receipt of Seller's notice or Seller's failure to provide such notice, either (i) to terminate this Agreement, or (ii) to waive its disapproval of such Disapproved Matters. Buyer's failure to deliver a termination notice will be deemed an approval by Buyer of such Disapproved Matter(s) and such matters will be deemed Permitted Exceptions. If Seller agrees to cure or remove any Disapproved Matters, failure by Seller to cure or remove such Disapproved Matter shall be a Seller default under this Agreement. Notwithstanding anything to the contrary in this Agreement, whether or not Buyer objects thereto, Seller shall be required to terminate and remove (a) any agreement, instrument, lease, amendment, encumbrance or other title or survey matter created, entered into or suffered by Seller after the Effective Date, including without limitation those constituting violations of the provisions of Section 8.1.2, 8.1.3 or 8.1.4, unless expressly approved by Buyer in writing to survive Closing and (b) all monetary liens and encumbrances (except a lien for then current, nondelinquent real property taxes and assessments collected with such taxes, to be prorated at Closing).

3.3 Supplemental Exceptions. If any title or survey matter not shown on the Title Commitment or the Survey is disclosed by Title Company or otherwise in writing to Buyer after the Disapproved Matters Date, and such title or survey matter is not acceptable to Buyer, Buyer shall notify Seller in writing within five (5) business days after receiving written notice of such new matter (and receipt by Buyer of complete and legible copies of all documents and instruments comprising such new matter not already delivered to Buyer), in which event such new matter will be deemed to be a "**Disapproved Matter**." If such notice is received by Buyer within twelve (12) business days of the Closing Date, the Closing Date shall be postponed so as to allow Buyer and Seller enough time to issue their objections and responses and for Buyer to determine whether to terminate this Agreement as provided in this Section 3.3. If Buyer notifies Seller that such matter is a Disapproved Matter, Seller shall

notify Buyer in writing, within three (3) business days after receiving Buyer's notice, whether Seller will remove such Disapproved Matter at or prior to Closing. Seller's failure to deliver such notice to Buyer within such three (3) business day period will be deemed an election by Seller not to remove such Disapproved Matter. If Seller elects (or is deemed to elect) not to remove such Disapproved Matter, Buyer then shall elect, by giving written notice to Seller and Title Company no later than three (3) business days after Buyer's receipt of Seller's notice or lapse of the period for such notice without such notice being delivered, either (i) to terminate this Agreement, or (ii) to waive its disapproval of such Disapproved Matter. Buyer's failure to deliver a termination as set forth herein will be deemed and approval by Buyer of such Disapproved Matter(s) and such matters will be deemed Permitted Exceptions. If Seller agrees to cure or remove any Disapproved Matters, failure by Seller to cure or remove such Disapproved Matter shall be a Seller default under this Agreement. Notwithstanding anything to the contrary in this Agreement, whether or not Buyer objects thereto Seller shall be required to terminate and remove (a) any agreement, instrument, lease, amendment, encumbrance or other title or survey matter created, entered into or suffered by Seller after the Effective Date including without limitation those constituting violations of the provisions of Section 8.1.2, 8.1.3 or 8.1.4, unless expressly approved by Buyer in writing to survive Closing and (b) all monetary liens and encumbrances (except a lien for then current, nondelinquent real property taxes and assessments collected with such taxes, to be prorated at Closing).

3.4 Title Policy. Not less than ten (10) business days prior to the Contingency Date, Seller cooperate with Buyer, as required under this Agreement, to cause the Title Company to deliver to Buyer a pro forma ALTA Form B Owner's policy of title insurance extended coverage owner's policy of title insurance in the face amount of the Purchase Price, to be delivered at the Closing, insuring fee title to the Property vested in Buyer, subject only to the Permitted Exceptions, together with all of Buyer's requested endorsements thereto in form and content approved in writing by Buyer (collectively, the "**Pro Forma Title Policy**"). At Closing Seller shall execute and deliver to Title Company a seller's title affidavit ("**ALTA Affidavit**") sufficient to cause Title Company to issue to Buyer an ALTA Form B extended coverage Owner's Title Insurance Policy substantially in the form of the Pro Forma Title Policy (together, the "**Title Policy**"), with costs allocated as set forth in Section 12.1 and 12.2.

4. DUE DILIGENCE INSPECTIONS.

4.1 Due Diligence Period. As used in this Agreement, the term "**Due Diligence Period**" means the period commencing on the later of the Effective Date and the Seller Due Diligence Deliverables Delivery Date and expiring a 11:59 p.m. on the date one hundred eighty (180) days thereafter (as may be extended as provided below, the "**Contingency Date**"). During the Due Diligence Period and through the Closing Date or the termination of this Agreement, Buyer may review and approve, or disapprove, any and all aspects of the Property or Buyer's intended use thereof (the "**Due Diligence Matters**"). Notwithstanding the foregoing, Buyer shall have the right, in its sole and absolute discretion, provided that Buyer is proceeding in good faith with its Due Diligence, to extend the Due Diligence Period by three (3), ninety (90)-day periods by providing advance written notice to Seller prior to the expiration of the then-current Due Diligence Period (the "**Extension Period**"). If Buyer exercises an Extension Period, then as of the first day of such Extension Period, Fifty Thousand and 00/100 Dollars (\$50,000.00) of the Deposit shall become non-refundable except in the event of a termination by Buyer for a Seller Default.

4.2 Seller Due Diligence Deliverables. Seller shall, to the extent in Seller's possession or under Seller's control, or that of its agents or contractors, deliver to Buyer no later than five (5) business days after the Effective Date all such information and documents that are reasonably pertinent to Buyer's review of the Due Diligence Matters, including existing restrictive covenants or "CCRs" affecting the Property, permits or governmental approvals or entitlements; title policies, reports or commitments; vesting deeds, surveys, plats or maps, studies (including, without limitation, wetlands or geotechnical), soils reports, well reports, drainage studies, environmental assessments and reports; information regarding

underground storage tanks; information regarding public and available infrastructure or plans therefor including Seller's plans, applications, permits and other matters relating to the Public Infrastructure and Utilities Improvements and Public Infrastructure and Utilities Improvements Approvals (each as defined in Section 7.1.6), and any contracts or leases affecting the Property. In addition, Buyer shall be entitled to request other information in Seller's possession as provided in Section 4.2 hereof (all such information being collectively referred to herein as the "**Seller Due Diligence Deliverables**"). Seller shall deliver written notice to Buyer when Seller believes that it has delivered or made available all of the Seller Due Diligence Deliverables and the date of Seller's delivery of such notice shall be the Seller Due Diligence Deliverables Delivery Date.

4.3 Inspections. During the Due Diligence Period and through the Closing Date or the termination of this Agreement, with reasonable advance notice (no less than twenty-four (24) hours) to Seller (which may be telephonic or by email), Buyer, its agents, representatives and consultants may enter onto the Land during reasonable business hours to perform all inspections, investigations, and tests of the Property and/or portions thereof deemed necessary or desirable by Buyer, provided, however, no invasive testing (such as Phase II environmental site assessment) may be performed on the Property without Seller's prior written consent, which consent will not be unreasonably withheld or delayed provided that (i) Buyer and Seller will mutually, reasonably agree on the purpose and scope of such testing as well as the location, number and depth of any borings; and (ii) Seller will have the right to have a representative present during such testing. Buyer shall promptly repair any physical damage caused to the Property as a result of such inspections or testing.

4.4 Insurance; Indemnity. Prior to Buyer entering the Property as provided above, Buyer shall obtain and maintain, or shall cause each of its representatives, consultants and agents entering onto the Property to maintain commercial general liability insurance with a minimum coverage limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury (including death) and property damage, such policies to name Seller, by endorsement, as an additional insured, which insurance shall provide coverage against claim for bodily injury (including death) and property damage caused by Buyer or its agents, representatives or consultants in connection with their activities on the Property. Such general commercial liability and property damage insurance policies shall be from an insurer having a rating of at least "A+ VII" by Best's Rating Guide (or a comparable rating by a successor rating service). Buyer will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims ("**Claims and Losses**") arising from or related to any activities on or about the Property by Buyer or any agent, employee, contractor, or invitee of Buyer except to the extent caused by the negligence or willful misconduct of Seller, and excluding any Claims and Losses arising from the mere discovery by Buyer or any agent, employee, contractor, or invitee of Buyer of conditions on the Property, it being intended that the Buyer indemnity obligation will be covered by Buyer providing additional insurance coverage to Seller with respect to any such activities.

4.5 Buyer's Right to Terminate.

4.5.1 At any time prior to the Contingency Date, Buyer may, in Buyer's sole discretion, for any reason or no reason at all, terminate this Agreement by delivering to Seller and Escrow Holder written notice of such termination. If Buyer terminates this Agreement in accordance with this Section 4.5.1, Escrow Holder shall return the Deposit (less the Independent Consideration) to Buyer, less Buyer's share of any title and escrow cancellation fees of the Title Company, and no party shall have any further obligations hereunder (except in each case for the provisions hereof which survive termination hereof). If at any time prior to the Contingency Date, Buyer approves of the Due Diligence Matters and waives its right to terminate this Agreement as provided in this Section 4.5.1 by delivering to Seller and Escrow Holder written notice thereof, then, the Deposit shall become non-refundable except as provided in and subject to Section 2.2.3 hereof. Buyer's failure to approve the Property prior to the expiration of

the Contingency Date shall be deemed to be a rejection of the Property and Buyer's termination of this Agreement under this Section 4.5.1.

4.5.2 If Buyer has not terminated this Agreement prior to the Contingency Date in accordance with Section 4.5.1, but after the Contingency Date Buyer discovers or becomes aware of any information (from whatever source) which contradicts the representations and warranties of Seller under Section 5, or renders any of the representations and warranties of Seller under Section 5 untrue or incorrect in a material respect or if there is a change in applicable law materially affecting Buyer's intended use, or any adverse change to the condition of the Property (in any case, a "**Post Waiver Disclosure**"), then Buyer shall (i) promptly notify Seller thereof (unless Buyer became aware thereof through a written disclosure from Seller) and (ii) have the right to terminate this Agreement by providing Seller and Escrow Holder written notice thereof within seven (7) business days (but in no event later than the business day prior to the Closing Date) after the date Buyer first discovers or becomes aware of such Post Waiver Disclosure (which if disclosed by Seller, is the date Seller notifies Buyer of such Post Waiver Disclosure) provided that if such notice is received by Buyer within seven (7) business days of the Closing Date, the Closing Date shall be postponed to allow Buyer time to determine whether to terminate this Agreement as provided in this Section 4.5.2, and, if Buyer so elects to terminate, this Agreement shall so terminate, Escrow Holder shall return the Deposit and all interest accrued thereon to Buyer and no party shall have any further obligations hereunder (except in each case for the provisions hereof which survive termination hereof).

5. REPRESENTATIONS & WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the following matters are true and correct as of the Effective Date and as of the Closing (for purposes of this Section 5, "**to Seller's actual knowledge**" and similar phrases shall mean the actual (not imputed or constructive) knowledge of Kevin Kreitman, in his capacity as City Manager, without personal liability, and without duty of inquiry or investigation):

5.1 Organization of Seller. Seller is a municipal corporation under the laws of the State of Oregon.

5.2 Due Authorization, Execution and Delivery. Seller has full power and authority to enter into this Agreement, to execute and deliver documents and instruments required of Seller, and to perform its obligations hereunder; and no further consent of any other party is required to so empower or authorize Seller. This Agreement is, and all the documents executed by Seller at Closing, will (i) be duly authorized, executed, and delivered by Seller; (ii) not violate any provision of any charter, agreement or judicial order to which Seller is a party or to which Seller or the Property is subject; and (iii) be legal valid, and binding obligations of Seller, enforceable Seller in accordance with their respective terms.

5.3 Seller Due Diligence Deliverables. Seller has delivered or made available to Buyer all Seller Due Diligence Deliverables in accordance with Section 4.2. Seller has no actual knowledge of anything false or misleading in or omitted from any of the Seller Due Diligence Deliverables or any other materials which have been or will be delivered to Buyer prior to Closing. Such materials are the complete and correct copies or originals of such materials.

5.4 No Condemnation. Seller has not received notice of any condemnation and, to the Seller's actual knowledge, there are no such proceedings or regulations proposed, nor has Seller received notice of any special assessment proceedings or other matters affecting the use, occupancy or value of the Property.

5.5 No Proceedings. There are no proceedings or investigations at law or in equity before any governmental authority of any kind, pending or threatened or affecting Seller or the Property that (i) involve the validity or enforceability of this Agreement or any other instrument or document to be delivered by Seller pursuant hereto, or (ii) otherwise affect Seller or the Property or the title thereto.

5.6 Environmental. Except as expressly disclosed to Buyer in writing by Seller, including, but not limited to, within the Seller Due Diligence Deliverables, the Property has not been used for the disposal, storage or generation of Hazardous Material. Seller has not received any report, notice or other information, or otherwise been advised (i) of the presence or potential presence of Hazardous Materials on, under, released upon, or affecting the Property (including by migration from other property outside of the Property) or requiring the removal of any Hazardous Materials from the Property, (ii) of any violation of, or potential liability of any person or entity pursuant to any Environmental Law with respect to the Property, or (iii) of any administrative or judicial proceedings in connection with any of the foregoing. Neither Seller, nor Seller's employees, agents, representatives, contractors, licensees or lessees (and, to Seller's knowledge, no other person(s) at any time) have placed or stored or allowed to be placed or stored any Hazardous Material on the Property excepting soil amendments as disclosed in that certain Consent Decree and pesticides and fertilizers (a) in quantities no more than reasonably necessary to service the Property, (b) stored and used in accordance with good agricultural practices in above ground storage containers, and (c) stored and used in accordance with all labeled directions and Environmental Law. There are no storage tanks (above ground or underground) present on, under or about the Property, and none have been previously located thereon. As used herein (aa) "**Environmental Law**" means any and all federal, state or local laws, statutes, ordinances, orders, permits, licenses, approvals, authorizations or regulations pertaining to hazardous materials or substances, toxic waste or materials, health, industrial hygiene or the environment, including, but not limited to: CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976), and all common law principles applicable thereto (including, without limitation, nuisance and trespass), and (bb) "**Hazardous Material**" includes, but is not limited to (x) asbestos and (y) any substance, material or waste which is classified or regulated as being "toxic" or "hazardous," or a "pollutant" or which is similarly designated, classified or regulated, under any Environmental Law, or (z) any petroleum or hydrocarbon-derived substances.

5.7 Solvency. Seller is solvent and no proceedings under any bankruptcy or insolvency laws have been commenced by or against Seller; no attachments, execution proceedings or general assignments for the benefit of creditors have been made by Seller; and no trustee or receiver of Seller's property has been appointed.

5.8 No Violations. Except as expressly disclosed to Buyer in writing by Seller, including, but not limited to, within the Seller Due Diligence Deliverables, Seller has not received any notice (and has no actual knowledge) of any violations of Governmental Regulations (as defined below) relating to the Property. The conveyance of the Property to Buyer will not violate any Governmental Regulations. For the purpose of this Agreement, "**Governmental Regulations**" are defined as any laws, ordinances, rules, requirements, resolutions, policy statements and regulations of the Authorities (including, without limitation, zoning ordinances, entitlements, building codes and water laws and regulations) bearing on the sale or use of the Property. For the purposes of this Agreement, "**Authorities**" are defined as any governmental or quasi-governmental body, entity, or district (local, state or federal) having jurisdiction over the applicable subject matter. Purchase Rights. Seller is not a party to and has not entered into any executory contracts for the sale of the Property, nor do there exist any rights of first refusals or options to purchase the Property.

5.9 Unrecorded Agreements. Except as disclosed in the Seller Due Diligence Deliverables, there are no unrecorded leases, easements, unrecorded mechanics' lien claims, unrecorded taxes and assessments, claims of encroachment or prescriptive easements affecting the Property.

5.10 No Notice. Except as may be disclosed to Buyer in writing by Seller, including, but not limited to, within the Seller Due Diligence Deliverables, Seller has received no notice (and has no actual knowledge) of any matter that would directly and materially restrict the use of the Land for purposes of constructing and operating Buyer's intended approximately +/-600,000 square feet manufacturing facility

on the Land, including, without limitation (i) any judicial or administrative action or a violation of Governmental Regulations, or (ii) any action or claim (written or oral) by any third parties.

5.11 Agreements. Except as may be disclosed to Buyer in writing by Seller, including, but not limited to, within the Seller Due Diligence Deliverables, there are no leases or other contracts or agreements, whether written or oral, binding on the Property that shall survive Close of Escrow, and as of Close of Escrow, there will be no contracts made by Seller (or otherwise actually known to Seller) with respect to the Property or for the Improvements to the Property that have not been fully performed or paid for, as the case may be.

5.12 As-Is Sale. EXCEPT AS EXPRESSLY SET FORTH SECTION 5 OR SECTION 8.1 THIS AGREEMENT OR IN ANY INSTRUMENT TO BE DELIVERED TO OR FOR THE BENEFIT OF BUYER PURSUANT TO THIS AGREEMENT, SELLER IS MAKING NO REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE INCLUDING ANY WARRANTIES WITH REGARD TO THE CONDITION OF THE PROPERTY OR ITS FITNESS FOR ANY INTENDED USE. NOTWITHSTANDING ANY TERM OR PROVISION OF THIS SECTION 5.12 AND/OR THIS AGREEMENT, THE “AS-IS, WHERE-IS” NATURE OF THE SALE OF THE LAND AND THE PROPERTY AND/OR THE FOREGOING SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF ANY RIGHTS OR REMEDIES OF BUYER UNDER, OR WITH RESPECT TO, OR ARISING UNDER ANY ENVIRONMENTAL LAWS AND/OR HAZARDOUS MATERIALS WITH RESPECT TO SELLER’S PREDECESSORS IN TITLE TO THE LAND.

Subject to Section 17.5, Seller shall indemnify, reimburse, defend, and hold Buyer harmless for, from and against any Losses, to the extent incurred by Buyer by reason of any breach or inaccuracy of Seller’s representations and warranties contained in this Section 5. Notwithstanding any term or provision contained herein, all representations, warranties and agreements under this Section 5 shall survive the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed, for a period of one (1) year following the Closing Date.

6. REPRESENTATIONS, WARRANTIES & COVENANTS OF BUYER.

Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing:

6.1 Organization of Buyer. Buyer is a limited liability company duly formed and validly existing under the laws of the State of Delaware and Buyer is duly qualified to enter into this transaction.

6.2 Due Authorization, Execution and Delivery. This Agreement is, and all the documents executed by Buyer at Closing, will (i) be duly authorized, executed, and delivered by Buyer; (ii) not violate any provision of any agreement or judicial order to which Buyer is a party or to which it is subject; and (iii) be legal valid, and binding obligations of Seller, enforceable Buyer in accordance with their respective terms.

6.3 No Financing Contingency. No financing for this transaction is being provided or shall be provided by Seller to Buyer or shall be assumed by Buyer. Financing, from whatever source, shall not be a condition or contingency to Closing.

6.4 OFAC. Buyer is not a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Assets Control (“OFAC”) of the US Department of the Treasury (including those named on OFAC’s Specially Designed and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking

Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other applicable laws.

Subject to Section 17.5, Buyer shall indemnify, reimburse, defend, and hold Seller harmless for, from and against any Losses to the extent incurred by Seller by reason of any breach or inaccuracy of Buyer's representations and warranties contained in this Section 6. Notwithstanding any term or provision contained herein, all representations, warranties and agreements under this Section 6 shall survive the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed for a period of one (1) year following the Closing Date.

7. CONDITIONS PRECEDENT TO CLOSING.

7.1 Buyer's Conditions Precedent. The following are conditions precedent to Buyer's obligation to consummate the purchase and sale transaction contemplated by this Agreement, which must be satisfied (if not waived) on or before the Closing Date (the "**Buyer's Conditions Precedent**"):

7.1.1 There shall have been no material inaccuracy or breach of any of Seller's representations, warranties, agreements, or covenants set forth in this Agreement.

7.1.2 This Agreement shall not have been terminated by Buyer or Seller under the terms hereof.

7.1.3 Seller shall have delivered to the Escrow Holder the items described in Section 9.1.

7.1.4 Title Company shall be irrevocably committed to issue the Title Policy to Buyer or Buyer's designee in accordance with this Agreement.

7.1.5 Buyer shall have obtained to Buyer's satisfaction, in its sole discretion, any and all governmental approvals, permits and/or other required entitlements (inclusive, without limitation of air quality permits, wetlands permits, and land use development permits), and business and economic incentives necessary for Buyer's Project, including, without limitation those listed on Exhibit C to this Agreement, and an expedited permit process from the City of Millersburg, County of Linn, State of Oregon, which shall be in final, unappealable form and include no conditions that make, in Buyer's sole discretion, the construction or operation of the Project on the Land infeasible or not commercially economically viable ("**Required Project Entitlements**"). Seller shall promptly and fully cooperate with and assist Buyer in pursuing all Required Project Entitlements to the extent Seller's cooperation and/or assistance is requested by Buyer subject to 8.1.1. Nothing in this Section 7.1.5 or otherwise in this Agreement shall be construed to obligate Seller to approve any permit request, land use request, or other application in any manner inconsistent with local or state law.

7.1.6 Seller shall, at its sole expense, shall have received all governmental approvals, permits, and/or other entitlements required under applicable laws for the construction and installation of the Public Infrastructure and Utilities Improvements listed on Exhibit D to this Agreement (the "**Public Infrastructure and Utilities Improvements**"), which shall be in final, unappealable form, and which shall impose no liens, assessments, restrictions, or conditions on the Property (the "**Public Infrastructure and Utilities Improvements Approvals**").

7.1.7 Buyer and Seller shall have agreed upon final forms of the Development Agreement and Escrow Holdback Agreement (as defined below in Section 8.3) on or before the Contingency Date.

7.1.8 Seller shall have obtained final governmental approvals and otherwise completed the Land Use Actions, which shall be in final, unappealable form, and which shall impose no liens, assessments, restrictions, or conditions on the Property or the Expansion Option Area.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer expressly and in writing. At all times prior to the termination of this Agreement, Buyer may waive any of these conditions in its sole discretion and proceed with the Closing. In the event of a failed condition described in Sections 7.1.1 or 7.1.3 hereof, or Seller's failure or refusal to consummate the Closing when required by the terms and provisions contained herein within the time for performance as specified herein (any of the foregoing being a "**Seller Default**"), then Buyer shall have the rights set forth in Section 14.1 hereof. In the event of a failure of any conditions precedent of this Section 7.1 other than 7.1.1, 7.1.3, 7.1.6, 7.1.7, or 7.1.8, Buyer shall be entitled to terminate this Agreement by delivering written notice to Seller and the Deposit shall be released to Seller and neither Party shall have any further obligation under this Agreement except for any obligations set forth in this Agreement, which by their terms, expressly survive termination of this Agreement. In the event of a failure of the condition in Section 7.1.6, 7.1.7, or 7.1.8, Buyer shall be entitled to terminate this Agreement, but the Deposit shall be released to Buyer.

7.2 Seller's Conditions Precedent. The following are conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein, which must be satisfied (if not waived) on or before the Closing Date (the "**Seller's Conditions Precedent**"):

7.2.1 Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, the balance of the Purchase Price and any other funds due from Buyer in accordance with this Agreement in all cash or other immediately available funds.

7.2.2 This Agreement shall not have been terminated by Buyer or Seller under the terms hereof.

7.2.3 There shall have been no material inaccuracy or breach of any of Buyer's representations, warranties or covenants set forth in this Agreement.

7.2.4 Buyer shall have delivered to Escrow Holder the items described in Section 9.2.

7.2.5 Buyer and Seller shall have agreed upon final forms of the Development Agreement and Escrow Holdback Agreement (as defined below in Section 8.3) on or before the Contingency Date.

7.2.6 Seller shall have obtained final governmental approvals and otherwise completed the Land Use Actions, which shall be in final, unappealable form.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller expressly and in writing. At all times prior to the termination of this Agreement Seller may waive any of these conditions in its sole discretion and proceed to the Closing. In the event of a failure of a condition described in Sections 7.2.1, 7.2.3, and/or 7.2.4, then Seller shall retain the Deposit as liquidated damages under Section 14.2 hereof. In the event of a failure of the condition described in Section 7.2.5 or 7.2.6 (other than due to Seller Default), Seller may terminate this Agreement, but the Deposit shall be returned to Buyer.

8. COVENANTS.

8.1 Seller Covenants. From and after the Effective Date and until the Closing, or earlier termination of this Agreement as permitted under this Agreement, Seller shall not cause any lien or other

encumbrances to attach to the Property, other than the lien for taxes and assessments for the current tax year not yet due and payable.

8.1.1 Seller shall not, without the prior written consent of Buyer, which may be withheld in Buyer's sole discretion, (i) lease, encumber or consent to any sublease or encumbrance of any portion of the Property that would be binding upon Buyer and/or the Property after Closing, (ii) enter into any other agreement (oral or written) that would be binding upon Buyer and/or the Property after Closing, or (iii) amend any existing lease or agreement (oral or written) that would be binding upon Buyer and/or the Property after Closing.

8.1.2 Seller agrees to provide Buyer, within two (2) business days of receipt, but in all events before the Closing, notice of any event or circumstance that would cause any of Seller's representations or warranties under Section 5 hereof to be inaccurate or untrue (and during such time period, Seller shall provide Buyer copies of any and all information regarding the same).

8.1.3 Seller shall not enter into any agreements or engage in discussions with any third parties with respect to any potential agreements regarding any disposition of the Property other than this Agreement nor dispose of, transfer or convey any of the Property, except that Seller may enter into one or more back-up agreements with respect to the foregoing that are expressly wholly subordinate to this Agreement and are expressly contingent upon this Agreement no longer being in force or effect; any other agreements of the type described above shall be null and void ab initio.

8.1.4 Seller shall, to fullest extent not prohibited by applicable laws, promptly and fully cooperate with and assist Buyer in pursuing all Required Project Entitlements to the extent Seller's cooperation and/or assistance is requested by Buyer.

8.1.5 Seller will, to fullest extent not prohibited by applicable laws, assist Buyer with planning for delivery of utilities to the Property in accordance with Buyer's required utility needs and timelines, including utility infrastructure, and will use its best efforts to obtain "will serve" letters from all relevant utilities during the Due Diligence Period.

8.1.6 Seller will, at its sole cost, diligently pursue the Public Infrastructure and Utilities Improvements Approvals and the Land Use Actions.

8.1.7 Seller will, at its sole cost, diligently pursue all of the funds, or legally binding commitments from suitable funding sources to provide the funds, required to pay the cost of completion of the Public Infrastructure and Utilities Improvements in accordance with the Development Agreement and shall demonstrate such funding to Buyer's satisfaction by providing reasonable documentation evidencing same. Provided, however, nothing in this Agreement shall be construed to require Seller to appropriate any such moneys prior to Closing.

8.2 Buyer Covenants. From and after the Effective Date and until the Closing, or earlier termination of this Agreement as permitted under this Agreement:

8.2.1 Buyer agrees to cooperate with Seller in applications with the State of Oregon for Special Public Works Funds (SPWF) and Immediate Opportunity Funds (IOF) for the construction of Public Infrastructure and Utilities Improvements.

8.3 Mutual Covenants – Development Agreement and Holdback Agreement. From and after the Effective Date, the Parties shall endeavor in good faith to negotiate a final, mutually agreeable form of development agreement ("**Development Agreement**") and escrow holdback agreement ("**Escrow Holdback Agreement**"), within sixty (60) days after the Effective Date. In the event the Parties have been unable to agree upon final forms of Development Agreement and Holdback Agreement within

ninety (90) days after the Effective Date, then within ten (10) business days after the 90th day after the Effective Date, Seller may terminate this Agreement by delivering written notice to Buyer, in which event this Agreement will be terminated, the Deposit shall be returned to Buyer, and neither Party shall have any further obligation under this Agreement except for any obligations that expressly survive termination of this Agreement. Seller's failure to timely terminate this Agreement in accordance with the preceding sentence will be deemed Seller's election to continue to negotiate the Development Agreement and Holdback Agreement in good faith in accordance with this Section. Nothing in this Section shall affect Buyer's right to terminate this Agreement pursuant to Section 4.5.1. Without limitation, the Development Agreement shall be in recordable form and shall bind the successors and assigns of the Parties and be appurtenant to the Property and run with the land and shall establish and include terms and conditions with respect to Buyer's obligations with respect to construction of Buyer's proposed facility and related infrastructure and utilities improvements to be constructed by Buyer, Seller's obligations with respect to construction of the Public Infrastructure and Utilities Improvements, and shall include remedies for non-performance or delayed performance, which shall include recourse to the Escrow Holdback Agreement in the case of non-performance or delayed performance by Seller, force majeure delays, and other reasonable provisions relating to the foregoing. The Escrow Holdback Agreement shall set forth the terms and conditions under which Four Million Eight Hundred Thousand (\$4,800,000) (the "**Holdback Amount**") of the Purchase Price delivered by Buyer at Closing shall be held in Escrow as security for Seller's performance obligations under the Development Agreement, including how the Holdback Amount shall be disbursed to Buyer or released to Seller according to the terms and conditions of the Development Agreement.

9. CLOSING DELIVERIES.

9.1 Seller's Closing Deliveries. On or before one (1) business day prior to the Closing (unless another date is provided herein), Seller shall deliver or cause to be delivered to Escrow Holder the following (collectively, "**Seller's Closing Documents**"), each in a form satisfactory to Buyer: (i) a statutory bargain and sale deed (the "**Deed**") conveying the fee interest in and to the Property to Buyer free and clear of all claims, liens and encumbrances except Permitted Exceptions; (ii) Seller's ALTA Affidavit and related documentation referenced in Section 3.4, (iii) a general assignment transferring all Property not included in the Deed to Buyer, in form and substance reasonably satisfactory to Buyer; (iv) Seller's duly executed counterpart of the Development Agreement ; (v) Seller's duly executed counterpart of the Expansion Option Agreement, if applicable (as defined in Section 17.6); (vi) Seller's duly executed counterpart of the Holdback Agreement ; and (vii) any other documents, instruments or agreements reasonably necessary to effectuate the transfer of the Property to Buyer or otherwise delivered by Seller at or in connection with Closing.

9.2 Buyer's Closing Deliveries. Buyer shall deliver to Escrow Holder the following: (i) the balance of the Purchase Price, and such other sums as Escrow Holder may require to pay Buyer's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Sections 10 and 12 herein, in immediately available funds (iii) Buyer's duly executed counterpart of the Development Agreement; (iv) Buyer's duly executed counterpart of the Expansion Option Agreement, if applicable (as defined in Section 17.6); (v) Buyer's duly executed counterpart of the Development Agreement ; Buyer's duly executed counterpart of the Holdback Agreement ; (viii) any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement; and (v) Buyer's Waiver of Contingencies (as provided in Exhibit E).

9.3 Recorded Documents. The respective parties shall deliver originals of all of the documents described in this Section 9 which are to be recorded and to which such party is a signatory and such originals shall be duly notarized and acknowledged.

10. PRORATIONS, ADJUSTMENTS & CREDITS.

10.1 General Prorations. The following will be prorated and adjusted between Seller and Buyer as of 12:01 a.m. of the day of the Closing, except as otherwise specified: (i) real estate, taxes and assessments, reclamation district fees, bonds, assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property; and (ii) utility charges, if any, and such other items that are customarily prorated in transactions of this nature.

10.2 Calculating Prorations. For purposes of calculating prorations, Buyer will be deemed to be in title to the Property the entire day upon which the Closing occurs. All prorations will be made on the basis of the actual number of days of the month which have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. The calculation of the amount of such prorations shall be performed initially by Title Company and approved by Seller and Buyer, collectively, at Closing but will be subject to adjustment in cash after the Closing outside of escrow as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Buyer shall cooperate and use their commercially reasonable efforts to make such adjustments no later than sixty (60) days after the Closing (except with respect to property taxes, which will be adjusted within sixty (60) days after the tax bills for the applicable period are received). Except as set forth in this Section 10, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Buyer. The provisions of this Section 10 will survive the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed.

11. CLOSING. The purchase and sale contemplated herein will close (the “**Closing**”) on the earlier to occur of (a) ten (10) business days after Buyer’s delivery to Seller of written notice of Buyer’s intent to close, provided that all Conditions Precedent to Closing set forth in Section 7 have been satisfied or waived in accordance with this Agreement; and (b) April 30, 2024 (the “**Closing Date**”). As used herein, the term “**Closing**” means the date and time that the Deed is recorded in the Official Records of Linn County, Oregon (the “**Official Records**”).

12. CLOSING COSTS.

12.1 Seller’s Costs. Seller shall pay: (i) fifty percent (50%) of the fees and charges of Escrow Holder for acting as escrow holder under this Agreement, (ii) all county, city and local documentary transfer, sales, excise or similar taxes due in connection with the recordation of the Deed, if any, (iii) the costs of providing standard ALTA coverage for the Buyer’s Title Policy, (iv) all recording fees required to clear Seller’s title as contemplated herein, and (v) any other amounts which this Agreement specifically sets forth as a cost or expense of Seller at Closing.

12.2 Buyer’s Costs. Buyer shall pay: (i) fifty percent (50%) of the fees and charges of Escrow Holder for acting as escrow holder under this Agreement, (ii) the county’s recording fees for the Deed, (iii) any title insurance premium upcharge payable in connection with Buyer obtaining an ALTA extended coverage for the Buyer’s Title Policy and the cost of Buyer’s final survey and any title endorsements, and (iv) any other amounts which this Agreement specifically sets forth as a cost or expense of Buyer at Closing.

12.3 Other Costs. Each party shall bear the expense of its own counsel, consultants and contractors. Unless otherwise specified herein, if the sale of the Property does not occur because of a Seller Default, Seller shall pay all escrow cancellation and title fees. If the sale of the Property contemplated hereunder does not occur because of the failure of a Seller’s Condition Precedent or a Buyer’s Condition Precedent or by termination as a matter of right for failure of any contingency, in each

case other than due to default, Seller and Buyer shall each pay one-half of the escrow cancellation and title fees.

13. RISK OF LOSS. Risk of loss of the Property, including by damage or condemnation shall be borne by Seller through Closing. In the event of damage to or the loss or destruction of all or a part of the Property prior to the Closing, at Buyer's sole option, and upon Buyer's written notice to Seller within thirty (30) days of Buyer's receipt of notification of such loss, Buyer may either (i) terminate this Agreement and both parties shall be relieved of their obligations hereunder (except for any such obligations that by their terms survive the termination of this Agreement), or (ii) elect to proceed with the transaction, in which event Buyer shall be entitled to (and Seller shall cause the same to be assigned and delivered to Buyer) all claims of Seller against third parties in connection with such loss or damage, including any insurance proceeds or condemnation awards payable to Seller with respect to such loss.

14. DEFAULT.

14.1 On Seller Default. If the purchase and sale is not consummated as provided herein because of a Seller Default, then, Buyer may, in addition to any and all other remedies available under this Agreement or applicable law, (i) terminate this by written notice to Seller and receive the return of the Deposit, in which event, no party shall have any further obligations or rights under this Agreement (except those which specifically survive termination pursuant to the terms hereof), and Seller shall reimburse Buyer for its out of pocket legal and due diligence costs, within thirty (30) days of Buyer's submission to Seller of written invoices documenting such costs in a total amount not to exceed \$200,000, upon the satisfaction of which both parties shall be relieved from further liability hereunder, except for any obligations surviving under the terms of this Agreement or (ii) commence an action for specific. Notwithstanding the foregoing, if the remedy of specific performance is not available to Buyer due to Seller's breach or default of any covenant under this Agreement, then, in lieu of or in addition to the remedies set forth in the foregoing clauses (i) and (ii), Buyer be entitled to all remedies available to Buyer at law or in equity, which shall be cumulative, not exclusive. The provisions of this Section 14.1 shall survive the Closing or earlier termination of this Agreement.

14.2 Liquidated Damages. IF BUYER DEFAULTS IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY ON THE CLOSING DATE, SELLER SHALL AS SELLER'S SOLE REMEDY WITH RESPECT TO SUCH BUYER DEFAULT, RETAIN THE DEPOSIT AS FULL, AGREED AND LIQUIDATED DAMAGES. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN THE EVENT OF A DEFAULT BY BUYER IN ITS OBLIGATION TO CLOSE THE PURCHASE OF THE PROPERTY ON THE CLOSING DATE, SELLER'S ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SUCH AMOUNT IS NOT UNREASONABLE UNDER THE CIRCUMSTANCES EXISTING AT THE TIME THIS AGREEMENT WAS MADE.

SELLER'S INITIALS: _____

BUYER'S INITIALS: _____

14.3 The provisions of this Section 14 shall survive the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed, and shall survive any termination of this Agreement.

15. BROKER. Each party represents and warrants to the other that the representing party has not engaged the services of any other real estate broker, salesperson, agent or finder, nor done any other act nor made any statement, promise or undertaking which would result in the imposition of liability for the payment of any other real estate brokerage commission, finder's fee or otherwise in connection with the transaction described herein, other than engagement by Buyer of Jones Lang LaSalle, as Buyer's real estate broker ("**Broker**"). Seller and Buyer shall indemnify and hold each other harmless from and

against any and all claims, costs, expenses or liabilities for any compensation, commissions and charges claimed by any other broker or agent with respect to the purchase and sale of the Property based on alleged dealings with the indemnifying party. At Closing, Seller agrees to pay the brokerage commission due to Broker in connection with the transaction contemplated by this Agreement in the amount of five percent of the Purchase Price and in accordance with the terms of a separate written agreement entered into between Seller (or Seller's agent) and Broker.

16. ESCROW.

16.1 Delivery of Executed Agreement. Within one (1) business day after the Effective Date, Buyer and Seller each shall deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with Escrow Holder.

16.2 Escrow Instructions. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Holder by written agreement, constitutes the escrow instructions. If any requirements relating to the duties or obligations of Escrow Holder hereunder are not acceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Buyer and Seller mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer.

16.3 Deposits into Escrow. Seller shall make its deposits into escrow in accordance with Section 9.1. Buyer shall make its deposits into escrow in accordance with Section 9.2.

16.4 Close of Escrow. Escrow Holder is authorized to close the escrow only if and when: (A) Escrow Holder has received and is ready to file, record and deliver all items to be delivered by Seller and Buyer pursuant to Sections 9.1 and 9.2, (B) Title Company can and will issue the Title Policy with all Buyer requested endorsements concurrently with the Closing, and (C) all conditions in Sections 7.1 and 7.2 have been satisfied or duly waived by the party benefited thereby. Provided that Escrow Holder has not received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Buyer and Seller have deposited into escrow the funds and items required by this Agreement, Escrow Holder shall, upon authorization by Buyer and Seller to close, take the following actions and make the following deliveries, in the stated order.

16.4.1 Date Documents. Date all undated documents delivered to Escrow Holder pursuant to Sections 9.1 and 9.2 as of the Closing.

16.4.2 For Recording and Filing: Record, in the Official Records of Linn County, an original of the Deed.

16.4.3 Costs and Prorations. Pay, or cause to be paid, all Closing costs, prorations, and adjustments in accordance with each party's approved closing statement.

16.4.4 To Buyer: Deliver to Buyer, (i) a conformed copy of the Deed, (ii) the signed copy of the Certificate of Non-Foreign Status; (iii) any funds deposited by Buyer, in excess of the amount required to be paid hereunder, (iv) the Title Policy issued by Title Company to Buyer with all requested endorsements; and (v) copies of all other closing documents.

16.4.5 To Seller: Deliver to Seller, (i) the Purchase Price, minus the Closing costs, prorations and adjustments to be paid by Seller pursuant to Sections 10 and 12, respectively, (ii) a conformed copy of the Deed, and (iii) copies of all other closing documents.

16.5 Real Estate Reporting Person. Title Company is designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation

1.6045-4 and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Title Company shall file a Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

17. MISCELLANEOUS.

17.1 Authority. Each individual and entity executing this Agreement represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

17.2 Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other must be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by email or telecopy (with any email confirmed by no bounce back message and any telecopy confirmed), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Buyer:

Northwest RE, LLC
Attn: Russell Benjamin Hedman
Email: russell.hedman@hoganlovells.com

With a Copy To:

Stoel Rives LLP
Attn: Chris Criglow
760 SW Ninth Ave., Suite 3000
Portland, OR 97205
Email: chris.criglow@stoel.com

Seller:

City of Millersburg
Attn: Kevin L. Kreitman
City Hall
4222 NE Old Salem Road
Albany, OR 97321
Email: kkreitman@cityofmillersburg.org

With a Copy To:

Saalfeld Griggs PC
Attn: Alan Sorem
250 Church St SE, Suite 200
Salem, OR 97301
Email: asorem@sglaw.com

Title Company:

Fidelity National Title
Corporate Headquarters
601 Riverside Avenue, Building 5
Jacksonville, FL 32204

Any party may change its address for notice by written notice given to the other in the manner provided in this section. Any such communication, notice or demand will be deemed to have been duly given or served on the date personally served, if by personal service, on the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. Mail, if mailed.

17.3 Prevailing Party; Attorneys' Fees. If any action is brought by either party against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party is entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action at trial, on any appeal, and on any petition for review or other proceedings, including, without limitation, any bankruptcy case or proceeding (and issues peculiar to bankruptcy) or arbitration, in addition to all other sums provided by law. For purposes of this Agreement, the term "**attorneys' fees**" or "**attorneys' fees**

and costs” means the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 16.3 shall survive (i) any termination of this Agreement, (ii) the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed, and (iii) the entry of any judgment, and will not merge, or be deemed to have merged, into any judgment.

17.4 Confidentiality.

17.4.1 Generally. Each party agrees that, except as otherwise set forth in this Agreement, and except as may be reasonably required for Buyer to conduct its due diligence (including, without limitation, interviews and discussions with neighbors and/or governmental officials and/or delivery of any such information to Buyer’s members, affiliates, lenders, attorneys, title companies, consultants, representatives, successors, assigns, and/or other agents), or as provided by law, including the Oregon Public Records Law, or unless compelled by an order of a court, it shall keep the contents of this Agreement and any information related to the transaction contemplated hereby confidential and further agrees to refrain from generating or participating in any publicity statement, press release, or other public notice regarding this transaction without the prior written consent of the other party unless required under applicable law or by a court order. The provisions of this Section 16.4 shall survive (i) any termination of this Agreement; and (ii) the Closing and delivery and/or recordation of the Deed, and shall not be merged with the Deed.

17.4.2 Identity and Project Disclosure. Within the later of thirty (30) days after the Effective Date or five (5) business days after the mutual execution and delivery by and between Buyer and Seller of a Satisfactory Non-Disclosure Agreement (as defined below), Buyer shall disclose to Seller (i) the name of Buyer’s parent company and (ii) a general description of Buyer’s planned facilities and operations to be constructed and carried out on the Land, including the anticipated number of jobs potentially to be created by the construction and operation of the project (“**Buyer’s Project**”). As used herein, “**Satisfactory Non-Disclosure Agreement**” means, without limitation, a non-disclosure agreement initially drafted by Buyer’s counsel that provides for disclosure by Buyer to Seller of the matters in clauses (i) and (ii) above in this subsection in a manner that is exempt from disclosure under the Oregon Public Records Law.

17.5 Pre-Closing Knowledge. If at any time after the execution of this Agreement, either Buyer or Seller obtains actual (not constructive) knowledge of any fact or information previously unknown to it, which causes a representation or warranty contained in this Agreement to become untrue in any material respect, said party shall promptly disclose such fact in writing to the other party hereto. If the party making the representation has taken no willful act or omission which is not permitted under this Agreement to cause the representation to become untrue, said party shall not be in default under this Agreement and the sole remedy of the other party shall be to either (i) terminate this Agreement by written notice within ten (10) days of the date on which the non-breaching party becomes aware of such fact (“**Notice Date**”), in which event Escrow Agent shall immediately deliver the Earnest Money to Buyer and this Agreement, without further action of the parties, shall then become null and void such that neither party shall have any further rights or obligations under this Agreement except for those rights and obligations which by their terms expressly survive any such termination, or (ii) elect to proceed to Closing, in which case such non-breaching party shall be deemed to have waived its rights with respect to any such breach of representation or warranty. In the event the non-breaching party fails to deliver such termination notice to the breaching party on or before the Notice Date, then the non-breaching party shall conclusively be deemed to have elected to proceed under clause (ii) of the preceding sentence. Notwithstanding anything to the contrary contained in this Agreement, if the party making the representation has intentionally caused such representation to become untrue in violation of the terms of

this Agreement, then such party shall be in default under the terms of this Agreement and the other party shall be entitled to pursue the remedies set forth in Section 14.1 or 14.2 hereof, as applicable.

17.6 1031 Exchange Cooperation. Buyer and Seller have advised each other that it may be their respective intention to acquire or dispose of the Property through a “qualified intermediary” (as that term is defined in Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations thereunder) in order to accomplish a “reverse like-kind exchange” or a standard 1031 exchange (in either case, the “Exchange”). Each party agrees that the other may assign this Agreement (and, in the case of the Seller, the Deposit and/or all funds hereunder) to a qualified intermediary and each party agrees to cooperate, at no material cost, with such Exchange; provided no such assignment shall release the assigning party from any obligations under this Agreement. If a party arranges a proposed exchange, such party will provide the other party a copy of any documents proposed to be executed or approved by the other party in connection with such exchange by not later than five (5) business days before Closing. The party attempting an exchange will use commercially reasonable efforts to arrange with its accommodator to provide the other party with a standard “Notice of Assignment” or similar instrument for the Cooperating Party’s approval and countersignature and shall use good faith efforts to keep any additional documentation involving the other party to a minimum. In no event shall the Exchange or any aspect thereof delay the Closing of the sale of the Property in accordance with the terms of this Agreement. Any Exchange will be structured by the initiating party at its sole cost and expense. In no event shall the cooperating party to the Exchange (i.e., the party not initiating the Exchange) by this Agreement or by its acquiescence to, or cooperation with, the Exchange (x) have its rights under this Agreement modified or diminished in any manner, (y) have represented or warranted as to the tax ramifications and/or effects of this transaction or the Exchange and/or whether or not the Exchange conforms to, or complies with, the Code and/or applicable law, or (z) be liable or responsible in any way for compliance with the Code and/or applicable law, rules or regulations and the initiating party to the Exchange agrees to indemnify, defend and hold the other party harmless from and against any and all liability and expense relating to the Exchange. The obligation of the parties under this Section 16.5 shall survive Close of Escrow and shall not merge with the Deed.

17.7 Expansion Option. For eighteen (18) months after the Closing Date under this Agreement, Buyer shall have an exclusive option to purchase the property described on Exhibit B to this Agreement pursuant to the terms of an option agreement to be negotiated by the parties during the Due Diligence Period, which shall be on the same terms and conditions as this Agreement except where context dictates that such terms are inapplicable or inappropriate with respect to the Expansion Area (“**Expansion Option Agreement**”). Notwithstanding any other provision of this Agreement, Buyer may elect not to pursue the Expansion Option Agreement during the Due Diligence Period.

17.8 General Provisions. The General Provisions set forth in the Addendum attached hereto are incorporated herein by this reference.

17.9 Choice of Law. Any and all claims relating to this Agreement shall be governed by the laws of the State of Oregon, without regard to principles of conflict of laws.

17.10 Forum Selection Clause. The sole and exclusive jurisdiction for any action, suit or litigation arising from or related to this Agreement shall be in the state or federal courts located in the State of Oregon.

17.11 Exhibit List

ADDENDUM	General Provisions
EXHIBIT A	Legal Description
EXHIBIT B	Legal Description of Expansion Option Area
EXHIBIT C	Required Project Entitlements
EXHIBIT D	Public Infrastructure and Utilities Improvements
EXHIBIT E	Waiver of Contingencies

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date set forth above.

BUYER:

Northwest RE, LLC

By: _____

Name: _____

Title: _____

SELLER:

City of Millersburg

By: _____

Name: Kevin Kreitman

Title: City Manager

ADDENDUM

GENERAL PROVISIONS

A. Applicable Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon.

B. Waivers. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder will be deemed a waiver of any other or subsequent breach.

C. Entire Agreement. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement, including, but not limited to, the Letter of Intent Agreement by and between the Parties..

D. Time Is Of The Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

E. Further Acts. The parties agree to execute such instructions to Escrow Holder and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

F. Inducements To Execute. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

G. Severability. If any term or provision of this Agreement shall be claimed by either party to be invalid, void or unenforceable, the parties shall negotiate in good faith for not less than ten (10) days to modify this Agreement so as to accomplish the original intent of the parties in an acceptable manner. If there is no agreement, either party may bring an action at law, in which the Court shall first determine whether this Agreement can and should be reformed and performed by the parties, or whether this Agreement should be declared void and unenforceable in its entirety, and in either event,

to what extent an award should be made to any party.

H. Section Headings. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement.

I. Assignments. Neither this Agreement nor any of the rights or obligations of Seller hereunder may be transferred or assigned by Seller without the prior written consent of the Buyer. Buyer may assign its rights hereunder without prior consent of Seller provided that such assignee agree in writing to be bound by the terms and conditions of this Agreement and the original named Buyer shall not be released from liability under this Agreement upon such assignment. Subject to the terms hereof, this Agreement is binding upon and inures to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

J. Interpretation. The Exhibits to this Agreement are incorporated as part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine and vice versa. The term “including” and words of similar import mean “including, without limitation.” This Agreement has been negotiated by both parties and must not be construed for or against either party. There are no third party beneficiaries of this Agreement.

K. Not a Joint Venture. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of seller and buyer with respect to the Property to be conveyed as contemplated hereby.

L. Not To Be Recorded. This Agreement shall not be recorded or filed in the public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a default under this Agreement.

M. Dates. If any of the dates specified in this Agreement falls on a Saturday, a Sunday, or a holiday, then the date of such action will be deemed to be extended to the next business day. If any date of significance hereunder falls upon a day other than a business day, or if participation or action by Title Company is required for a particular matter on a certain day and the offices or personnel of Title Company, or any governmental office or any wire service required for such performance, are not available or not able to perform the required function(s) on such day, and further subject to delay due to a force majeure event or condition, as defined herein, that prevent such action or performance, such date will be deemed moved forward to the next business day that each such officer and service is available and such force majeure event or condition no longer prevents or interferes with the performance of a party's obligations hereunder. As used above, "force majeure event or condition" includes an event or condition that is beyond the reasonable control of and not the fault of the party claiming delay due to force majeure, which may include acts of God and/or the elements, strikes, lockouts or other industrial disturbances, acts of the public enemy, terrorism, sabotage, wars, blockades, insurrections, riots, epidemics, pandemics, extreme weather, earthquakes, floods, fires, arrests, civil disturbances, quarantines, lockdowns, and/or the binding order, proclamation or pronouncement of any court or governmental authority.

N. Counterparts. This Agreement may be executed by facsimile or e-mail/pdf transmission and in any number of counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument.

O. Buyer Consent. Wherever this Agreement calls for Buyer's consent, approval or exercise of discretion such may be granted, withheld or conditioned or exercised in Buyer's sole discretion unless otherwise specifically provided in that applicable provision.

EXHIBIT A

Legal Description

The Land referred to herein below is situated Linn County, Oregon, and is described as follows:

[TO BE APPENDED PURSUANT TO SECTION 1.2 OF THIS AGREEMENT.]

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION OPTION AREA

[TO BE APPENDED PURSUANT TO SECTION 1.2 OF THIS AGREEMENT.]

EXHIBIT C
Required Project Entitlements

Land Use Entitlements

- Site Plan Review and possible Conditional Use Permit (CUP)

Permits – not all permits listed are typically required prior to construction

- Air Permit (State of Oregon)
- Industrial Stormwater Discharge Permit (State of Oregon)
- Wetlands Permits (Oregon Department of State Lands, US Army Corps of Engineers)
- Grading/Stormwater Permit (City of Millersburg)
- Private Construction of Public Infrastructure (PCPI) (City of Millersburg)
- Building Permit (Linn County)
- Construction Erosion Control Permit (1200-C) (State of Oregon)
- Industrial Wastewater Discharge Permit (City of Albany/Millersburg) – Typically issued near the end of construction, prior to beginning of operation

Incentives – to Buyer

- Business Expansion Program (BEP) – Requires additional information from Buyer
- Enterprise Zone (EZ) – Requires additional information from Buyer
- Regionally Significant Industrial Sites (RSIS) – Will require separate agreement with Seller upon closing of property

State Incentives – Payable to Seller which benefit Buyer

- Special Public Works Fund (SPWF) – State funding to Seller for required infrastructure, requires additional information from Buyer
- Immediate Opportunity Fund (IOF) – State funding to Seller for required infrastructure, requires additional information from Buyer

EXHIBIT D
Public Infrastructure and Utilities Improvements

To Be Constructed by Seller

Public Infrastructure and Utilities Improvements include construction of the extension of a public road (Transition Parkway) and associated stormwater facilities, sidewalks, and landscaping; extension of a public water main of a size to be mutually agreed upon with service lines extended to the edge of the right-of-way; any necessary gravity sanitary sewer lines within the Transition Parkway right-of-way; and a multi-use path/buffer, including landscaping, between the new Transition Parkway and existing Conser Road, as shown in the diagram attached to this Exhibit D below. The project will also include conveyance of existing offsite stormwater drainages across the buffer and right-of-way.

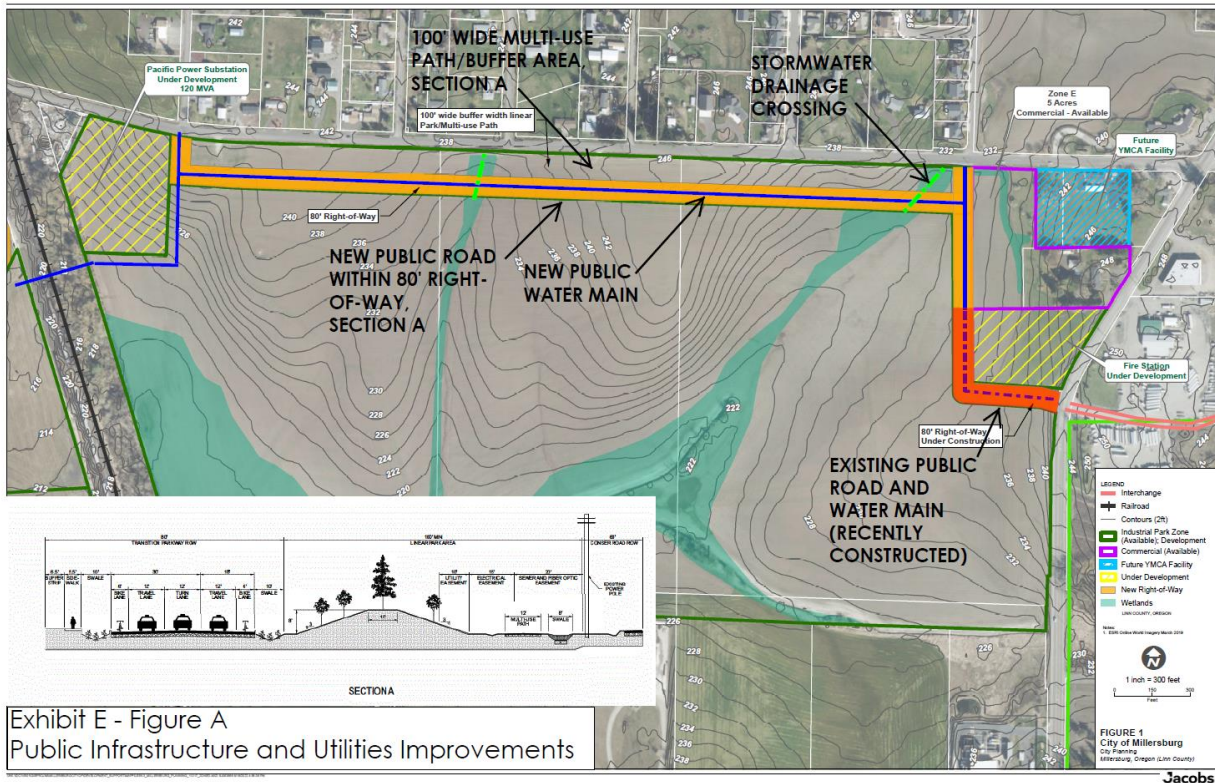


Exhibit E - Figure A
 Public Infrastructure and Utilities Improvements

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is entered into as of _____, 2022 (the “**Effective Date**”) by and between **The City of Millersburg**, an Oregon municipal corporation (“**Seller**”), and **Northwest RE, LLC**, a Delaware limited liability company, or its assignee (“**Buyer**”). Buyer and Seller are sometimes referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

1. **THE PROPERTY.**

1.1 Description of the Property. Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, on and subject to the terms and conditions provided in this Agreement, the following (collectively, the “**Property**”): (i) that certain parcel of land known as Parcel/ID #: 10S 03W 28 00100, ~~10S03W-10S03W~~ 28 00106, and 10S 03W 28 00101, ~~and 10 S 03W 29 00205~~ as legally described in Exhibit A, consisting of approximately 60 acres of undeveloped land as depicted in Exhibit A-1 (to be specifically delimited as provided below in Section 1.2 of this Agreement, the “**Land**”); (ii) all water rights appurtenant to the Land (“**Water Rights**”); (iii) all rights, privileges, easements and appurtenances to the Land (“**Appurtenances**”); and (iv) all rights in and to any oil, gas, natural gas, and other mineral rights, and, sand, gravel, aggregate and other natural resources on, of, or relating to, the Land (collectively, the “**Mineral Rights**”). The Property shall not include the water rights established under Oregon Water Rights Department Application File No. S-88194 and Permit No. S55033, which shall be retained by Seller (the “**Retained Water Rights**”), provided, however, that the Land shall not be subject to any easements or other encumbrances or charges relating to such Retained Water Rights, which shall not be Permitted Exceptions under this Agreement.

1.2 Delimitation of the Land. The Parties acknowledge that the portion of the Property that will contain the “**Land**” and the area to be the “**Expansion Option Area**” covered by the Expansion Option (as defined in Section 17.6 is currently situated on several parcels of land and that the Land to be conveyed under this Agreement and the Expansion Option Area, as a condition to exercise of the Expansion Option, will need to be a newly-created lawful units of land created by boundary line adjustment or partition in accordance with applicable laws and regulations. As soon as practicable after the Effective Date, Buyer will provide Seller with Buyer’s site plans and proposed boundaries for the parcel to be the “**Land**” under this Agreement and for the “**Expansion Option Area.**” Seller shall review and approve, or object to, if applicable in accordance with the following sentence, such plans within ten (10) days following receipt from Buyer. Seller shall not object to such plans and boundaries provided that they comply with applicable laws and regulations. No later than five (5) business days following Buyer’s delivery of the Contingency Clearance, Seller shall, at its cost and expense, apply for and pursue to completion the boundary line adjustment or partition action required to create the “**Land**” and “**Expansion Option Area**” in accordance with Buyer’s plans and boundaries (the “**Land Use Actions**”). Upon Seller’s completion of the Land Use Actions in accordance with this Agreement, the resulting legal descriptions of the Land and the Expansion Option Area shall be appended to this Agreement as Exhibits A and B, respectively.

2. **PURCHASE PRICE; DEPOSITS.**

2.1 Purchase Price.

2.1.1 Purchase Price; Payment. The purchase price for the Property shall be as follows (the “**Purchase Price**”):

EXHIBIT A-1

