

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "**Agreement**") is made and entered into on the 16 day of December, 2022, by and between Mobile Airport Authority, a public corporation organized under the laws of the State of Alabama (the "**Authority**"), and Thomas Christopher Curry (the "**Executive**").

PURPOSE

WHEREAS, the Authority owns and operates approximately 4,500 acres of land and over 6 million square feet of building space, including the Mobile Regional Airport, Mobile Aeroplex at Brookley, and the Mobile Downtown Airport;

WHEREAS, effective as of September 27, 2017 (the "**Effective Date**"), the Authority and Executive previously entered into that certain Employment Agreement (the "**Employment Agreement**");

WHEREAS, the Authority and Executive previously entered into that Amended and Restated Employment Agreement with an effective date of April 1, 2019 (the "**Amended and Restated Employment Agreement**"), which superseded and replaced the Employment Agreement in its entirety;

WHEREAS, the Authority and Executive desire to amend and restate the Amended and Restated Employment Agreement as of the date and year first above written and this Agreement shall supersede and replace the Amended and Restated Employment Agreement in its entirety;

WHEREAS, Executive has performed his duties to the satisfaction of the Authority and Authority desires to ensure the continued employment of Executive and Executive desires to remain employed by the Authority subject to the terms and conditions of this Agreement;

WHEREAS, Executive understands that his execution and delivery of this Agreement is a material inducement to the Authority's decision to continue the employment of Executive;

WHEREAS, Executive's duties and responsibilities under this Agreement will entail in-depth access to the Authority's confidential information, trade secrets, and customer relationships; and

WHEREAS, Executive and the Authority desire to enter into this Agreement to protect and safeguard the legitimate business interests of the Authority, and Executive acknowledges that the terms of employment, benefits, and opportunities offered to Executive under this Agreement provide consideration for the covenants set forth herein for that purpose.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

Section 1. Employment; Term; Responsibilities; Standard of Care.

1.1 Employment. The Authority will employ the Executive as its President pursuant to the terms of this Agreement.

1.2 Term. Subject to the terms of this Agreement, including without limitation, Section 3, the initial term of this Agreement is ten (10) years, commencing on the Effective Date, and ending on the tenth (10th) anniversary of the Effective Date, and shall automatically renew for successive one (1) year terms on each anniversary thereafter unless earlier terminated pursuant to the terms of this Agreement.

1.3 Responsibilities. In the Executive's capacity as President, he will have the duties and responsibilities that the Board of Directors of the Authority (the "Board of Directors") assigns to Executive from time-to-time consistent with the typical duties commensurate with this position. Executive will be responsible for the general and active day-to-day management of the business of the Authority under the direction of the Board of Directors, and will implement all orders and resolutions of the Board of Directors.

1.4 Standard of Care. During the Executive's employment with the Authority, the Executive shall devote the whole of his time during business hours for the benefit of the Authority. The Executive shall use his best efforts to promote the interests and welfare of the Authority in every way. The Executive shall observe all such directions and restrictions as the Board of Directors, from time-to-time, may confer or impose upon him. The Executive shall exercise and carry out all duties under this Agreement in a way which is appropriate to the Authority, as a public corporation, and in a manner that is consistent with the rules, policies, and procedures of the Authority, including, without limitation, the Authority's Employee Handbook and all policies of the Authority adopted by the Board of Directors from time-to-time, including, without limitation, the policies in Exhibit A, attached to this Agreement. The Executive may not engage in any other material business activity, whether or not such business activity is pursued for profit, without the prior written consent of the Board of Directors. The Executive may serve as a director or trustee of any other business corporation or charitable organization so long as such service does not in any way interfere with his duties to the Authority and is approved in advance by the Chairman of the Authority.

Section 2. Compensation and Benefits. As remuneration for all services to be rendered by the Executive to the Authority during his employment, the Authority will pay and provide to the Executive the following compensation, benefits, and allowances:

2.1 Annual Base Salary. The Authority will pay the Executive an annual base salary (the "Base Salary") of \$330,000.00. The Authority will pay the base salary to the Executive in approximately equal installments throughout the year, consistent with the Authority's normal payroll practices and subject to required withholding. The Base Salary will be prorated for any year of employment that is less than a full calendar year. The Base Salary shall be increased on each anniversary of the Effective Date hereof by at least three percent (3%), and Executive shall not be eligible for any other increase generally provided to Authority employees. Included in the Base Salary is \$5,735.16, paid to Executive in consideration of Executive's agreement during any term of this Agreement to waive, in writing or as otherwise required by the Authority, the Authority's offer of participation in its group health insurance plan. Consistent with Executive's agreement to waive such participation, Executive represents and warrants that Executive is enrolled in TRICARE, from which Executive receives the benefit of health insurance.

2.2 Automobile Allowance. The President will receive an automobile allowance not to exceed \$1,000 per month, inclusive of the costs for fuel, which will not be provided by the Authority in addition to such allowance.

2.3 Country Club Perquisites. The Authority shall reimburse the Executive monthly dues and fees (not to exceed \$8,000 per month) pertaining to the Executive's membership at the Country Club of Mobile. For the avoidance of doubt, such dues and fees shall not include expenses for

food, alcohol, or entertainment, unless such expenses are incurred on behalf of and for the benefit of the Authority.

2.3 Other Employee Benefits. The Executive may participate in all retirement and group benefit plans to which all employees of the Authority are eligible to participate, pursuant to the terms of such plans.

2.4 Vacation. The Executive will be eligible to accrue up to three (3) weeks of paid vacation during each year of employment, subject to the Authority's vacation policy as in effect from time to time. Notwithstanding any eligibility for vacation, the Executive will not be absent from the offices of the Authority on vacation for more than two (2) consecutive weeks without the advance consent of the Board of Directors.

2.5 Expense Reimbursement. The Authority shall reimburse the Executive for all reasonable and necessary business expenses, including, without limitation, reasonable expenses for travel, lodging and meals, incurred by the Executive in the performance of the Executive's duties under this Agreement, provided that such expenses are incurred and accounted for in accordance with the policies and procedures for expense reimbursement adopted by the Board of Directors from time-to-time, and upon presentation of appropriate invoices covering any expenses for which reimbursement is requested. Any credit card the Authority issues to the Executive shall be used only for reasonable and necessary business expenses incurred by the Executive in the performance of the Executive's duties under this Agreement and shall be subject to any policies and procedures for Authority credit card use adopted by the Board of Directors from time-to-time.

2.6 Deferred Compensation. Executive shall be eligible for certain retention benefits pursuant to the terms of a separate Retention Agreement.

2.7 Ratification Bonus. Upon Executive's ratification of this Agreement by signing and delivering same to the Chairman of the Authority, the Authority shall pay to Executive a ratification bonus in the amount of \$15,000.00, payable to Executive on the first practicable payroll date that occurs after the Authority's receipt of Executive's signed Agreement.

Section 3. Termination of Employment.

3.1 General. The Executive's employment is on an at-will basis, which means either the Executive or the Authority may terminate the employment relationship at any time for any reason, with or without cause, pursuant to the terms of this Agreement. The Executive's employment may be terminated in accordance with any of the provisions in this Section 3. The effective date of termination of the Executive's employment under this Section 3 will be referred to as the "Employment Termination Date." With the exception of the provisions that survive the termination of this Agreement as provided in Section 10.7, this Agreement will terminate on the Employment Termination Date.

3.2 Events of Termination.

(a) **Termination Due to Disability or Death.** The Authority may terminate the Executive's employment on account of Executive's disability (as hereinafter described), and the Executive's employment will terminate upon the Executive's death. The Executive will be deemed to suffer from a disability if, as a result of the Executive's incapacity due to physical or mental illness, the Executive is absent from the full-time performance of his duties with the Authority for sixty (60) days, whether or not consecutive, during any six (6) month period.

(b) **Termination by the Executive.** The Executive may terminate his employment at any time by delivering to the Board of Directors written notice of the Executive's intent to terminate, delivered at least thirty (30) calendar days prior to the effective date of such termination. The termination will become effective automatically upon the expiration of the thirty (30) day notice period.

(c) **Termination by the Authority Without Cause.** The Authority may terminate the Executive's employment at any time by delivering to the Executive written notice of the Authority's intent to terminate, delivered at least thirty (30) calendar days prior to the effective date of such termination. The termination will become effective automatically upon the expiration of the thirty (30) day notice period.

(d) **Termination by the Authority for Cause.** The Authority may terminate the Executive's employment for Cause. For purposes of this Agreement, "Cause" means any one or more of the following:

(i) The Executive's conviction of, plea of "guilty" or "no contest" to any crime constituting a felony in the jurisdiction in which it is committed, or any crime involving acts of death, fraud, embezzlement, dishonesty, moral turpitude or similar conduct, or to any offense that materially injures or is likely to materially injure the Authority;

(ii) Willful or grossly negligent violation of any policy of the Authority;

(iii) Malfeasance with respect to the Authority, including, without limitation, fraud, embezzlement or willful and grossly negligent misuse or diversion of the funds, assets or property of the Authority;

(iv) The Executive's (A) gross negligence in the performance of or material failure to perform the duties of the Executive's employment under Section 1.3 of this Agreement or any other duties reasonably assigned to the Executive or appropriate to or commensurate with his position, or (B) gross negligence in the performance of or material failure to perform, follow or comply with the reasonable and lawful written directives of the Board of Directors;

(v) The Executive's material breach of any provision of this Agreement or failure to perform any obligation under this Agreement and Executive fails to cure such breach and perform such obligation within fifteen (15) calendar days after written notice is delivered to the Executive of such breach or failure to perform; or

(vi) The Executive's failure to comply with the policies set forth in the Authority's Employee Handbook or policies adopted by the Board of Directors and continues to violate such after appropriate warning and opportunity to correct such failures.

3.3 Payments Upon Termination.

(a) **Payments Upon Termination Due to Disability or Death.**

(i) If, prior to the end of any term of this Agreement, the Executive's employment with the Authority terminates due to disability or death, the Authority will pay to the Executive or to his legal representative (A) any accrued but unpaid Base Salary; and (B) any amounts payable to the Executive under the terms of the Authority's benefits plans in which the Executive is a participant (the "Accrued Obligations:").

(ii) Item (A) of the preceding section will be paid within thirty (30) days following the Employment Termination Date, or, if later, within thirty (30) days following the date on which the Executive's legal representative is qualified and begins serving. Item (B) of the preceding section will be paid in accordance with the terms of the applicable benefit plan.

(b) **Payments Upon Termination by the Authority Without Cause.**

(i) If, prior to the end of any term of this Agreement, the Authority terminates Executive's employment without Cause, the Authority will pay to the Executive (A) the Accrued Obligations; and (B) a cash benefit equal to twelve (12) months of Executive's Base Salary, subject to the Executive's compliance with Sections 3.4, 4, 5, 6, or 7 and may be conditioned on his execution of a release of claims in favor of the Authority (the "Release") and such Release becoming effective within sixty (60) days following the Employment Termination Date (such 60-day period, the "Release Execution Period").

(ii) Item (A) of the preceding section will be paid in accordance with Section 3.3(a)(ii) above. Item (B) of the preceding section will be payable to the Executive in accordance with the Authority's customary payroll practices; provided, however, if the Release Execution Period begins in one taxable year and ends in another taxable year, payment shall not commence to be made until the second taxable year.

(c) **Forfeiture and Clawback in the Event of Breach.** If Executive breaches any provision of Sections 3.4, 4, 5, 6, or 7, in addition to any other remedies available at law or in equity, Executive shall forfeit any and all termination payments to which Executive would otherwise be entitled under the provisions of this Section 3.3. In addition, in the event of a breach by the Executive of Sections 3.4, 4, 5, 6, or 7 of this Agreement, the Executive shall repay immediately to the Authority any amounts previously paid to the Executive pursuant to Sections 3.3 hereof.

3.4 Business Records. Upon termination of his employment, the Executive agrees to promptly deliver to the Authority, all of the Authority's Business Records, as defined below, and all copies thereof and therefrom and confirms that the Authority's Business Records constitute the exclusive property of the Authority. The term "Business Records" includes, without limitation, all customer files, contract files, production records, maintenance records, reports and related data, memoranda, notes, records, drawings, manuals, correspondence, financial and accounting information, customer lists, statistical data and compilations, patents, copyrights, trademarks, trade names, inventions, formulae, methods, processes, agreements, contracts, manuals or any other documents relating to the business of the Authority.

Section 4. Confidentiality. As a part of Executive's duties under this Agreement, Executive will receive and have access to certain Confidential Information, as defined below, as a necessary function of Executive's employment. In return, Executive agrees to protect the confidentiality of the Authority's data or information, whether constituting a trade secret under any applicable statute or not, which is of value to the Authority and not generally known to persons or entities outside of the Authority, including, without limitation, the following: the existence and terms of this Agreement; information related to or about the Authority's financial and budgetary information and strategies; structural designs, specifications and layouts; equipment design, specification and layouts; processes, procedures and specifications; data processing or other computer programs; research and development projects; intellectual property; marketing and sales information and strategies; customer lists; vendor lists; information about customer preferences and buying patterns; information about prospective customers, vendors, or business opportunities; information about the Authority's costs, margins and the pricing structure used in sales to customers; information about the Authority's overall business strategy; trade secrets; know-how; and technological innovations (collectively the "Confidential Information"); provided, however, that Confidential Information shall not include any

information or material to the extent that such information or material (i) is filed with any governmental agency on a non-confidential basis; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by Executive; or (iii) is composed of or reflects the general knowledge or skill commonly known by others who have worked in the same industry.

4.1 Restrictions on Use/Disclosure. Except as otherwise provided in this Agreement, during Executive's employment with the Authority and after the termination of Executive's employment until the information in question is no longer confidential, Executive agrees to treat as confidential and not to disclose, and to use only for the advancement of the interests of the Authority, all Confidential Information Executive received, had access to, developed, or otherwise discovered while employed by the Authority. Executive will not disclose or use the Confidential Information for Executive's own benefit or for the benefit of any person or entity other than the Authority.

4.2 Defend Trade Secrets Exclusion. Pursuant to the federal Defend Trade Secrets Act of 2016, an individual will be immune from criminal or civil liability under any federal or state trade secret law for (a) the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) a disclosure that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

4.3 Disclosure Required by Law or Legal Process. Executive may disclose Confidential Information to the extent required by applicable law, or by legal, judicial, regulatory or administrative process, provided that, to the extent legally permissible and reasonably practicable, Executive shall provide the Authority with prompt written notice of such disclosure requirement and shall cooperate, at the Authority's expense, with the Authority to the extent it may seek to limit such disclosure.

Section 5. Non-Solicitation/Non-Piracy. Executive hereby agrees that during his employment with the Authority and for a period of twelve (12) months immediately following Executive's termination for any reason (the "Restricted Period"), Executive shall not, directly or indirectly, do any of the following:

(i) Solicit, contact, request, induce or attempt to influence any Customer, as defined below, to limit, curtail, cancel, or terminate any business it transacts with, products or services it receives from, or any business negotiations it is having with the Authority;

(ii) Solicit, contact, request, induce or attempt to influence any Customer, as defined below, to transact business with any business competitive with the Authority; or

(iii) Solicit, contact, request, induce or attempt to influence any supplier of the Authority to terminate any business relationship it has with the Authority or to otherwise curtail or not to do business with the Authority.

For the purposes of this Agreement, the term "Customer" shall mean any customer of the Authority to whom the Authority or any of its affiliates provided any product or service or with whom it transacted any business during any term of this Agreement.

5.1 Non-Solicitation of Employees. Executive further agrees that during his employment with the Authority and for the full duration of the Restricted Period, Executive will not,

directly or indirectly, hire, offer to hire, solicit, or entice away any officer or employee of the Authority, or in any manner persuade or attempt to persuade any officer or employee of the Authority to discontinue his relationship with the Authority during the Restricted Period.

Section 6. Non-Competition. Executive further agrees that during his employment with the Authority and for the full duration of the Restricted Period, Executive will not, directly or indirectly, whether individually or in partnership or association with any one or more persons or entities, or as a principal, partner, shareholder, agent, employee, consultant, or contractor, work or provide services in competition against the Authority in the Restricted Territory, as defined below, by doing any of the following:

- (i) Engage in, assist, supervise, or direct others in engaging in the business of commercial and industrial airport services (a "Competitive Business");
- (ii) Engage in employment or consulting work, other than the employment work under this Agreement, or as authorized by the Authority, that would inherently call on Executive in the fulfillment of Executive's duties and responsibilities to reveal, rely upon, or otherwise use Confidential Information; or
- (iii) Acquire any interest in any entity or business activity that owns or operates a Competitive Business in the Restricted Territory, as defined below, other than through an investment in securities listed on a national securities exchange in the United States, and then only so long as those securities do not represent more than five percent (5%) of the issued securities of any class of any one such equity and Executive does not participate in the management or operation of such entity.

For the purposes of this Agreement, "Restricted Territory" means:

- (A) The State of Alabama and any such additional territory within a three-hundred (300) mile radius of the Authority (and if this area is determined by a court to be overly broad, then (B) below);
- (B) The State of Alabama and any such additional territory within a three-hundred (300) mile radius of the Authority in which the Authority has conducted business and over which Executive had management, supervisory, or similar responsibilities, or in which Authority has customers about whom Executive has had Confidential Information (and if this area is determined by a court to be overly broad, then (C) below); and
- (C) The State of Alabama and any such additional territory within a three hundred (300) mile radius of the Authority in which the Authority has conducted business and over which Executive had management, supervisory, or similar responsibilities, at any time during the twelve (12) month period prior to the date of Executive's termination.

Section 7. Reasonableness of Restrictions. Executive agrees and acknowledges that the business of the Authority is highly competitive and the Authority has a valid business purpose in restricting employees who have had access to Confidential Information, or who have learned of the Customers and suppliers of the Authority's business, or who have built a rapport with such Customers and suppliers while working for the Authority, and to legitimately restrict such individuals from taking the Authority's Customers, suppliers, or otherwise using the Authority's Confidential Information against the Authority. Executive agrees that the covenants contained in Sections 4, 5,

and 6 of this Agreement are necessary for the protection of the Authority and its business, and that the limitations imposed by such covenants are reasonable with respect to time and scope, and in all other respects. Executive further agrees that violation of such covenants would immeasurably and irreparably damage the Authority and its affiliates, and by reason thereof Executive agrees that for violation of any of the provisions of this Agreement, the Authority shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction, to be issued by any court of competent jurisdiction enjoining and restraining Executive from committing any violation of this Agreement. In the event the Authority files suit to enforce Executive's obligations under Sections 4, 5, or 6, hereof, in addition to any damages available in law or in equity, the Authority shall be entitled to an award of its reasonable attorneys' fees and costs. Executive agrees that any forfeiture of the termination payments as provided for in Section 3.3(c) shall not prejudice the rights of the Authority to obtain equitable relief or any other remedy available to the Authority under this Agreement or applicable law.

Section 8. Cooperation in Legal Matters. Executive agrees that both during and after employment he shall, at the request of the Authority, render all assistance and perform all lawful acts that the Authority considers necessary or advisable in connection with any litigation involving the Authority or any director, officer, employee, agent, representative, consultant, Customer, or vender of the Authority. The Authority agrees to reimburse all of Executive's reasonable expenses both during and after employment – including, without limitation, the hiring of separate legal counsel if such becomes necessary.

Section 9. Assignment by President. This Agreement is personal and non-assignable by the President.

Section 10. Miscellaneous.

10.1 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, including without limitation, Executive's September 27, 2017 Employment Agreement and Executive's April 1, 2019 Amended and Restated Employment Agreement, all of which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the parties hereto.

10.2 Severability. If any provisions of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible, as aforesaid. The provisions of this Section shall be construed as an agreement independent of the other provisions of this Agreement. The existence of any claim or cause of action by the Executive against the Authority shall not constitute a defense to the enforcement by the Authority of the provisions of this Agreement.

10.3 Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Alabama applicable to agreements made and to be performed wholly within the State of Alabama. Any suit brought hereon shall be brought in the state or federal courts located in Mobile County, Alabama, and Executive hereby knowingly and voluntarily waives any right to a trial by jury on any claims arising from Executive's employment by the Authority.

10.4 Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment.

For purposes of Section 3 of this Agreement, "termination" (or any similar term) when used in reference to Executive's employment shall mean "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code, and Executive shall be considered to have terminated employment when, and only when, Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code.

Notwithstanding the foregoing, the Authority makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Authority be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

10.5 Waiver. No waiver by any party to this Agreement of any breach by any other party of any term, provision, or condition contained in this Agreement, and no failure by any party to insist upon the performance by any other party of any term, provision or condition contained in this Agreement, shall be deemed a waiver of such term, provision, or condition, or any subsequent breach of same, nor shall it be deemed a waiver of any other term, provision, or condition contained in this Agreement. Neither the failure nor any delay on the part of any party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege shall preclude any other or further exercise of the same or any other right, remedy, power or privilege. Any party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent or approval of any subsequent act. No waiver shall be effective unless it is in writing and is signed by the parties asserting such waiver.

10.6 Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement and any amendment hereto shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties to this Agreement.

10.7 Construction. This Agreement shall be construed and interpreted without regard to any presumption or other rule requiring construction against the party drafting the document or any provision contained in the document. It shall be construed neither for nor against any party, but shall be given reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

10.8 Survival. The provisions of Sections 3.3, 3.4, 4 through 8, inclusive, and 10 will survive the termination of this Agreement.

10.9 Captions; Construction. The captions and headings used in this Agreement are inserted only for convenience and in no way define, describe, extend, or limit the scope of the particular provisions to which they refer, or the meaning or intent of this Agreement. The words "herein,"

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“hereof,” “hereunder,” and other similar compounds of the word “here” as used in this Agreement shall refer to the entire Agreement and not to any particular provision or section.

[signature page follows]

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

MOBILE AIRPORT AUTHORITY

By: 
As its Chairman

EXECUTIVE

Thomas Christopher Curry

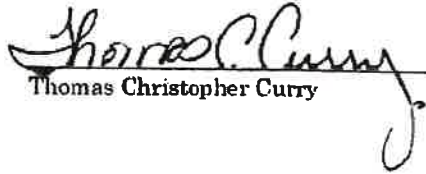
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

MOBILE AIRPORT AUTHORITY

By: _____
As its Chairman

EXECUTIVE



Thomas Christopher Curry

EXHIBIT A

As the Authority's President, the President shall, with due consideration for the best interests of the Authority:

1. Work cooperatively with staff of the Authority to promote the Authority's brand and its economic impact on the community and region.
2. Fulfill all responsibilities as President in a professional manner, including when engaging staff, tenants, vendors, prospects and the public.
3. Work with the Director of Human Resources of the Authority to create a positive and cooperative work environment, positively motivate staff of the Authority, increase positive emotional connections and facilitate feedback from staff of the Authority with respect to the work environment.
4. Refrain from making derogatory or degrading statements about staff of the Authority.
5. Not require staff of the Authority to provide personal services to tenants or vendors.
6. Communicate with the Board of Directors prior to any proposed tenant or vendor event to be hosted by the Authority so that such event may be approved (or rejected) by the Board of Directors, including any expenses to be incurred by the Authority with respect to any such events. Cooperate with staff of the Authority in coordinating such events.
7. Communicate all issues regarding staff performance to the Human Resources Director and not directly to any staff member.