

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of the 8 day of April, 2020 (the "Effective Date"), by and between Alabama State Port Authority, an agency of the State of Alabama (the "Authority"), and John Driscoll, an individual residing in the State of California ("Employee").

RECITALS:

WHEREAS, the Authority has offered to employ Employee as its Director, on the terms and conditions set forth herein;

WHEREAS, Employee wishes to accept the Authority's offer of employment as its Director, on the terms and conditions set forth herein;

WHEREAS, the Authority and Employee have reached this Agreement in arms-length negotiations and wish to memorialize the terms of Employee's employment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein including Employee's employment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment. The Authority employs Employee as its chief executive officer, with the title of Director; and Employee agrees to serve the Authority in such capacity, with such powers and duties as are provided for the Director of the Authority in Section 33-1-3 of the Code of Alabama, as the same may be amended from time to time, subject to the terms of this Agreement.

2. Duties and Responsibilities of the Employee. During his employment, Employee shall devote his services full time to the business and purposes of the Authority, and perform his role of chief executive officer with reasonable diligence and to the best of his ability and in conformity with the Authority's policies and procedures and the highest standards of ethical behavior. Employee shall report to, and function under the authority of, the board of directors of the Authority. Employee's specific duties, as provided in the Section 33-1-3 of the Code of Alabama, are as follows:

(1) Exercise the chief executive authority of the Authority, and exercise, consistent with Chapter 1 of Title 33 of the Code of Alabama (the "Chapter") and other applicable law, all the powers,



authority, and duties vested by the Chapter or other applicable law in the Authority.

(2) Appoint, with the advice and consent of the board of directors of the Authority, no more than nine (or such other number as is permitted by law) persons as executive level employees of the Authority. These persons shall be non-merit system employees and may replace current Merit System executive level employees who retire or otherwise leave the employment of the Authority. Employee shall fix the salaries of these non-merit system executive level employees giving due consideration to the salaries of comparable positions in other states and in private industries. These non-merit system executive level employees, though not participants in the classified service of the state of Alabama under the Merit System Act, shall be entitled to the other benefits, including, but not limited to, retirement, sick and annual leave, and insurance benefits afforded other state employees, except that the board of directors of the Authority may provide and fund an alternate benefit package for them.

(3) Employ, with the advice and consent of the board of directors of the Authority, all persons necessary to the efficient operation of the Authority, including a secretary-treasurer, fix their conditions of employment and tenure in office, and be responsible for the efficient discharge of their duties.

Employee shall have no financial interest in any harbor facilities or property that the Authority or its predecessors have acquired or may acquire or manage, nor shall Employee have any financial or personal interest in any business or enterprise of any sort which shall interfere or be inconsistent with his duties as Director. The Authority is governed by Sections 33-1-1 *et seq.* of the Code of Alabama, and the Employee's employment shall be subject to all applicable provision of such statutes.

3. Base Salary. Employee shall receive an annual salary of \$375,000, subject to normal withholdings and applicable deductions and payable in accordance with the Authority's customary payroll practices, for services rendered on behalf of the Authority. Employee will be eligible for an increase in base salary at the sole and absolute discretion of the Authority. The Authority will conduct an annual review of Employee's performance and consider the appropriateness of a compensation adjustment at such time.

Handwritten signature in black ink, appearing to be 'M. J. Geo'.

4. Other Benefits and Bonus Eligibility.

- (a) Benefits. Employee shall be entitled to participate in such benefit arrangements as the Authority may make available generally to its other non-merit system executive level employees, subject to any specific modifications to such arrangements contained herein. Currently, those benefits include the benefits and arrangements set forth in Exhibit A, captioned "AL State Port Authority Executive/Appointed benefit summary," attached hereto and incorporated herein by reference. Any item in Exhibit A that is subject to the approval or discretion of the Director shall, with respect to Employee, be subject to the approval or discretion of the board of directors of the Authority. In addition, Employee will be paid an automobile allowance of \$700 per month to assist the Employee in providing a late model vehicle suitable for Employee's transportation and transportation of customers and visitors. Employee shall also be eligible for mileage reimbursement for travel outside of Mobile and Baldwin Counties, as allowed under the Authority's applicable travel policy or policies. Such benefits are subject to change without notice, and they are subject to the terms of any applicable plan documents, eligibility requirements and/or Authority policies in effect from time to time.
- (b) Incentive Compensation. The Employee shall be eligible to receive incentive compensation pursuant to the Alabama State Port Authority Incentive Compensation Plan, as in effect from time to time. The current version of such plan is included in Exhibit A.
- (c) Relocation Expenses. Employee is required to move to Mobile or Baldwin County, Alabama to perform his duties under this Agreement. The Authority will reimburse Employee for up to \$40,000 of his reasonable and necessary expenses incurred in relocating. The Authority will reimburse Employee for up to \$4,500 per month for up to six (6) months for reasonable interim housing, including rent, utilities, parking and storage, until a permanent residence or long-term lease in Mobile or Baldwin County is obtained. The Authority will reimburse Employee for up to \$5,000 in travel expenses incurred for house-hunting travel between Oakland, California and Mobile. Reimbursement will be made based on the submission of expense reports and/or reimbursement requests supported by original receipts and other appropriate documentation. If Employee fails to report to work on or before June 15, 2020 (or such later date as may be agreed if the COVID-19 pandemic prevents Employee's arrival in Mobile by such time), or his employment terminates for cause or is terminated by Employee within twenty-four (24) months of his first day of work, Employee will repay to the Authority the amounts reimbursed for reasonable and necessary relocation



expenses (but not the amounts for interim housing or house-hunting travel expenses) immediately thereafter.

- (d) Sick and Annual Leave. Employee shall commence employment with 20 days of annual leave and 13 days of sick leave, and shall otherwise accrue annual and sick leave in accordance with Exhibit A and the Authority's policies and practices in effect from time to time; provided, however, that Employee will accrue annual leave at the rate of 20 days per year, until his years of service result in the accrual of more annual leave days pursuant to the Authority's then applicable annual leave policy, from which time he will accrue annual leave in accordance with such policy as in effect from time to time.
- (e) Deferred Compensation. Employee and the Authority are executing and delivering a separate Retention Agreement concurrently with the execution and delivery of this Agreement. The Retention Agreement is intended to provide a nonqualified deferred compensation benefit to Employee equal to 10% of Employee's base salary over four (4) years if Employee remains employed with the Authority for at least four (4) years.

5. Term: Termination of Employment.

- (a) The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of four (4) years from the date Employee commences work for the Authority, or until either party terminates this Agreement, with or without cause, subject to the terms of this Agreement. Employee's compensation and potential benefit eligibility shall begin when Employee is able to report to full-time work for the Authority, which shall be as soon as reasonably practicable for Employee and, in any event, not later than June 15, 2020. The parties acknowledge, however, that the current worldwide COVID-19 pandemic has led to some limitations and restriction on travel. If the COVID-19 situation makes it impossible or impracticable for Employee to commence employment in Mobile by June 15, 2020, then the Authority and the Employer shall discuss in good faith alternative arrangements. In any event the parties shall remain in regular contact regarding Employee's arrival schedule.
- (b) Termination for Cause by Authority. The Authority may terminate the employment of Employee hereunder for "Cause" effective as of the date that notice is given by the Authority to Employee that his employment is being terminated for Cause, unless the parties agree in writing to another

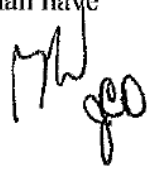


termination date. The term "Cause" as used herein means a termination resulting from:

- (i) Employee's willful failure to perform his duties other than any such failure resulting from incapacity due to physical or mental illness;
- (ii) an act of gross misconduct on the part of Employee, or an act that materially and adversely affects the Authority, its subsidiaries, or affiliates or their image or reputation;
- (iii) Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony or a misdemeanor involving moral turpitude;
- (iv) Employee's abuse of drugs or alcohol which interferes with Employee's duties under this Agreement;
- (v) Employee's unauthorized disclosure of Confidential Information, as defined below;
- (vi) Employee's failure to comply with the Authority's policies and procedures if such failure causes material and/or financial harm to the Authority, its subsidiaries, or affiliates;
- (vii) a material breach of this Agreement by Employee;
- (viii) conduct by Employee which constitutes sexual harassment or unlawful discrimination; or
- (ix) Employee's embezzlement, misappropriation or fraud, whether or not related to employment with the Authority.

In the event the Authority terminates Employee for Cause, the Authority shall pay Employee the amount of his accrued salary, if any due, pursuant to Section 4.

- (c) Termination Without Cause by Authority. The Authority may terminate Employee without Cause upon thirty (30) days' written notice; provided, however, that in such case the Authority agrees to pay Employee as severance an amount equal to six (6) months of Employee's then current annual base salary, subject to normal withholdings and applicable deductions. In addition, the Authority will pay Employee the amount of his accrued salary, if any, due pursuant to Section 4 of this Agreement. The Authority shall have



the option of terminating employment prior to the expiration of the 30-day notice period; provided, however, that the Authority must pay Employee his base salary through the end of the 30-day notice period.

- (d) Death or Disability. In the event of Employee's death or "Disability" during the term of this Agreement, this Agreement shall terminate automatically as of the date of said event, and shall not be considered a termination "for Cause" or "without Cause" for purposes of any rights and obligations which arise in the event of such terminations. In the event of Employee's death, any compensation due to him hereunder for the period preceding his death shall be paid by the Authority to the legal representatives, executor or administrator of his estate after the Authority receives appropriate directions. "Disability" for the purposes of this Agreement shall mean the Employee's inability, due to physical or mental incapacity, to perform the essential functions of his job for one-hundred and eighty (180) days out of any three hundred and sixty-five (365) day period or one hundred and twenty (120) consecutive days. Any question as to the existence of the Employee's Disability as to which the Employee and the Authority cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Employee and the Authority. If Employee and the Authority cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Authority and Employee shall be final and conclusive for all purposes of this Agreement. Nothing in this Agreement shall preclude Employee's participation in any long-term disability, life insurance, or other employee benefit plan maintained by the Authority for which Employee is otherwise eligible during his employment.
- (e) Termination by Employee. The Employee may terminate his employment upon ninety (90) days' written notice to the Authority. If Employee gives the Authority ninety (90) days' notice of termination, the Authority shall have the option of requiring Employee to terminate his Employment prior to the expiration of the 90-day notice period; provided, however, that the Authority must pay Employee his base salary through the end of the 90-day notice period.

6. Confidential Information. Employee expressly recognizes that: (i) the continued efficacy and profitability of the Authority's business is directly dependent upon his protection of the Authority's relationships and goodwill with its clients and others using the Authority's services; and (ii) in performing his duties for the Authority, he has and will necessarily be provided access to and will gain knowledge of the Authority's "Confidential Information" (defined below). To ensure the



continued secrecy of the Confidential Information, Employee shall not, either during or after his employment with the Authority, use for himself or disclose to or use for any other person or entity, directly or indirectly, any of the Authority's Confidential Information except as such disclosure or use is (a) expressly authorized by the Authority in writing, (b) required by enforceable court order, or (c) required in connection with the Employee's performance of his duties for the benefit of the Authority.

All Confidential Information and all files, reports, materials, records, documents, notes, memoranda, equipment and other items, and any originals or copies thereof, relating to the business of the Authority which the Employee is either provided, uses, or simply acquires during his employment with the Authority are and shall remain the exclusive property of the Authority. All such property shall be immediately returned to the Authority upon termination of Employee's employment with the Authority.

As used herein the term "Confidential Information" means any and all information relating directly or indirectly to the Authority that is not generally ascertainable from public or published information or trade sources including, but not limited to, all information concerning the Authority's financial condition, copyrighted materials, software customization and processes therefor, intellectual property, trade secrets, processes, contracts, forms, research, marketing, letters, presentation of sales materials, reports, lists, referrals or other information concerning clients or customers, fees, pricing, referral sources, services, customers, financial statements, proposal information and other financial data, customer statistical data, and cost and net gross margin information, which is or was disclosed to Employee or known by Employee as a consequence of his employment by the Authority.

7. Remedies. Employee acknowledges that the provisions of Section 6 are reasonable and necessary for the protection of the Authority, and that the Authority will be irrevocably damaged if such provisions are not specifically enforced. Accordingly, in the event of any breach or threatened breach of the provisions of Section 6, Employee agrees that the Authority shall be entitled to injunctive relief (without bond or other security being required) as well as any and all other applicable remedies at law and in equity. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. If a court of competent jurisdiction declares any of these provisions unenforceable for any reason, such court is hereby granted the express authority of the parties to this Agreement to reform such provisions and/or to grant the Authority any and all other relief, at law or in equity, reasonably necessary to protect the interests of the Authority. The Employee expressly covenants and agrees that he considers these provisions to be acceptable and reasonable.

8. Assistance with Litigation. While employed by the Authority and for a period of three (3) years after the last date for which Employee has received any compensation under this Agreement, Employee shall furnish such information and proper assistance as may be reasonably necessary in connection with any litigation or any other dispute in which the Authority is then or may



become involved. The Authority agrees to reimburse Employee for all expenses reasonably incurred in furnishing such assistance and which are approved in advance by the Authority. This provision is not intended to, and shall not, render Employee liable for the debts and obligations of the Authority and does not require the Employee to pay money to the Authority to contribute to the defense or obligations of the Authority.

9. Return of Property. Upon termination of Employee's employment for any reason, Employee shall provide or return to the Authority all Authority property and all Authority documents and materials belonging to the Authority and stored in any fashion, including but not limited to those which constitute or contain any Confidential Information, that are in the possession or control of Employee, whether they were provided to Employee by the Authority or any of its business associates or created by Employee in connection with his employment by the Authority, and delete and destroy all copies of such documents and materials not returned to the Authority that remain in Employee's possession or control, including those stored on any non-Authority devices, networks, storage locations, or media in Employee's possession or control.

10. Preservation of Business; Fiduciary Responsibility. Employee shall use his best efforts to preserve the business and organization of the Authority, to keep available to the Authority the services of its employees, and to preserve the business relations of the Authority. Employee shall not commit any act that might reasonably be expected to injure the business, goodwill or reputation of the Authority.

11. Income Tax. The Authority may withhold from any compensation and benefits payable under this Agreement all federal, state, or other taxes that are required to be withheld pursuant to any law or governmental regulation or ruling.

12. Effect of Prior Agreements. This Agreement contains the complete and final understanding and agreement of the parties hereto, and it supersedes any and all prior representations, promises or understandings, express or implied, between Employee and the Authority with respect to the subject matter hereof or any other terms of Employee's relationship with the Authority.

13. IRC Sections 457 and 409A. All payments to be made under the Agreement upon a termination of employment, if any, shall only be made upon a "separation from service" under Section 409A of the Internal Revenue Code. The Employer makes no representations that the payments and benefits provided under this Agreement do or do not comply with Section 457 or Section 409A of the Internal Revenue Code and in no event shall Employer 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 457 or Section 409A.

14. Notice. Any notice required or permitted shall be in writing and shall be deemed to be delivered (i) upon physical delivery (if hand-delivered); or (ii) three (3) business days after deposit



in the United States mail if mailed by certified or registered mail, return receipt requested, addressed as follows:

Authority: Alabama State Port Authority
250 N. Water Street
Mobile, AL 36602
Attn: Director

copy to: R. Preston Bolt, Esq.
Hand Arendall Harrison Sale LLC
Merchants Plaza
Third Floor
104 St. Francis Street
Mobile, Alabama 36602

Employee: John Driscoll



Notice given in any other manner shall be effective only when received by the addressee. The address for notice may be changed by notice given in accordance with this Section.

15. Survival of Certain Sections. Notwithstanding anything herein to the contrary, Sections 6, 7, 8, 9, 11 and 13 shall survive the termination of this Agreement.

16. Assignability; Attachment and Effect. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his beneficiaries, or legal representatives without the prior written consent of the Authority; provided, however, this Agreement shall not preclude Employee from designating a beneficiary to receive any benefit payable hereunder upon his death. Except as required by a law which cannot be waived, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be void and without effect. This Agreement shall be binding upon and inure to the benefit of the Authority, its successors and assigns.

17. Waiver, Severability and Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or

A handwritten signature in black ink, appearing to be 'M. J. Geo'.

condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

18. Legal Construction. In case any one or more of the provisions contained in this Agreement, is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and this Agreement shall be enforced to the maximum extent permitted by applicable law, and, moreover, the invalid, illegal or unenforceable provision shall be conformed to the law or determination to the full extent possible. The titles of the articles and sections of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any provision of this Agreement.

19. Governing Law. This agreement shall be subject to and governed by the laws of the State of Alabama without regard to its conflict of laws principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Alabama, county of Mobile. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

20. Attorney Fees. In the event either party is required to employ attorneys or other agents in the enforcement of its rights under the terms of this Agreement in the event of any breach or default by the other party hereunder, then such party shall be entitled to payment by the breaching or defaulting party of its reasonable costs of enforcement, including, without limitation, attorney's fees and expenses, incurred in connection therewith. If a dispute over a party's rights and obligations under this Agreement results in litigation, arbitration or other adversarial proceedings, then the prevailing party in such proceeding shall be entitled to be reimbursed by the nonprevailing party for its reasonable costs incurred in connection with such proceeding, including, a reasonable attorney's fee.


[Signature page follows]

A handwritten signature in black ink, appearing to be 'M. J. Geo', is located in the bottom right corner of the page.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed by its duly authorized representative, and Employee has hereunto set his hand and seal as of the date first written above.

ALABAMA STATE PORT AUTHORITY

By: _____


T. Bestor Ward, III
Chairman of the Board of Directors

4/13/2020

EMPLOYEE


John Driscoll

4/8/2020

As of April 1, 2020

EXHIBIT A

BENEFITS

AL State Port Authority
Appointed Staff Benefit Summary

Sick Leave: Four hours and twenty minutes sick leave is accrued per pay period (24 pay periods = 13 days per year). Employee may accrue a maximum of 150 days/1200hrs sick leave. Upon retirement with a minimum of ten years of service and age 60, or death at any age, 50% of accumulated sick leave, not to exceed 75 days, will be paid. No benefit is paid if terminated for cause or resignation.

Annual Leave: Employees accrue annual leave on the basis of 24 semi-monthly pay periods per year which escalates as follows:

Employee's Total Service with:	Accumulation per pay period	Annual Accumulation
Fewer than 5 years service	4hrs 20min	13 days
5 but less than 10 years	5hrs 25min	16 days 2 hours
10 but less than 15 years	6hrs 30min	19 days 4 hours
15 but less than 20 years	7hrs 35min	22 days 6 hours
20 but less than 25 years	8hrs 40min	26 days
25 years or more	9hrs 45min	29 days 2 hours

Up to 60 days (480 hours) may be rolled over into the next calendar year. A max of 60 days may be accumulated and paid upon separation or retirement (same as merit and appointed employees).

Health Insurance: Employee and dependent health insurance coverage is provided under the State Employees Health Insurance Plan which includes dental and prescription drug coverage. The plan is administered by Blue Cross/Blue Shield of AL. The employee's cost share may vary slightly as it is based on completion of the annual wellness screen, tobacco use or not, and if the spouse has other health insurance available for less than \$250 per month. With all discounts applied, the current employee cost share is approximately \$205 per month for family coverage, which is split between two monthly pay periods. The current cost share for a single employee is \$85 per month minus any of the \$85 in discounts available. Retiree coverage available with 10 years of service.

Holidays: 13 paid holidays per year. Any holiday worked is banked as a comp-day for 365 days or until the holiday occurs again whichever is sooner. (New Years Day, M.L. King/R.E. Lee birthday, Presidents Day, Mardi Gras Day, Conf Memorial Day, Nat'l Memorial Day, Jeff Davis birthday, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving & Christmas). Governor frequently adds the day after Thanksgiving and the day before or after Christmas.

As of April 1, 2020

Raises: Annual performance reviews with salary increases based on job performance may be granted at the discretion of the Director.

Retirement Plan: 401(a). Employer contributes the same percentage that it does for its Merit employees covered under the Retirement Systems of Alabama. The current employer contribution is 15.24% but varies slightly year to year based on the RSA annual actuarial study. The employee is required to make a minimum contribution of 7.5% of gross pay, which is tax deferred. This amount, at the employee's option, may be increased up to the maximum allowed under current IRS regulations for 401 plans (25% not to exceed \$57,000). MassMutual Retirement Services currently administer the program.

Life Insurance: Employer provides at no cost to the employee a \$25,000.00 term life policy to active employees with an additional \$25,000 Accidental Death clause.

Death benefit The Port Authority provides an additional pre-retirement death benefit equal to the previous fiscal year salary.

Incentive Compensation See attached

Employee Assistance Program Employer provides an EAP at no cost to the employee and includes dependents through the Alabama Division of Risk Management. This confidential service includes but is not limited to:

Marital/Family	Work-Related Problems
Parent-Child Conflict	Alcohol & drug Abuse
Interpersonal Relationships	Grief and Loss
Stress Related Problems	Childcare
Depression	Life transitions
ADD/ADHD	Eating Disorders



EXHIBIT A

Alabama State Port Authority Incentive Compensation Plan

Who: The Director and all non-merit system executive level employees of the Alabama State Port Authority (the "Authority"), those employees employed by the Authority pursuant to the State Merit System and Terminal Railway officers will all be eligible employees under the Incentive Compensation Plan hereinafter set forth (the "Plan").

What: All eligible employees will be entitled to additional compensation payments from the Authority of 6% of the amount of their respective base salary established as of the beginning of each fiscal year during which the Plan is in effect as an incentive for achieving the goals specified in the Plan.

How: Subject to the other terms hereof, by achieving the following goal:

- In the event that the line item in the Authority's budget adopted by its Board of Directors for the current fiscal year for "Earnings Before Depreciation and Bond Interest Expense" is met or exceeded, (excluding any impact of funds received as a qualified energy transfer port) each eligible employee shall have earned the right to be paid an incentive payment amount equal to 6% of the amount of their respective base salary established as of the beginning of such fiscal year.

When: Upon the issuance of the audited financial statements, all incentive payments due hereunder shall be paid no later than January 31.

Additional Terms of the Plan: Notwithstanding anything herein to the contrary, the Plan shall be governed by the following additional terms and conditions:

- The Plan shall become effective on the first day of the month after adoption of the Plan by the Authority's Board of Directors but will be subject to the approval of the annual renewal thereof by the Authority's Board of Directors prior to the beginning of any subsequent fiscal year.
- An eligible employee's right to be paid any earned incentive payment is conditioned upon their having met the minimum standards on their performance appraisal for the most recently completed fiscal year before deductions for any disciplinary actions.
- Eligible employees who retire during the Authority's fiscal year will be entitled to a prorated share of the incentive compensation they would be due if employed during the entirety of the fiscal year.
- Eligible employees who die during the Authority's fiscal year will be entitled to a full share of the incentive compensation they would be due if employed during its entirety.
- Eligible employees who resign or are terminated for any reason prior to the end of the Authority's fiscal year covered by the Plan will not be entitled to any incentive compensation for such period under the Plan.
- Eligible employees who commence employment during the Authority's fiscal year will be entitled to a prorated share of the incentive compensation.
- All incentive compensation due to be paid under the Plan shall be paid solely out of funds of the Authority.
- The Plan shall be deemed to complement the existing pay plan applicable to Merit System employees and shall not be construed to change, alter, diminish, or amend the state Merit System laws or regulations which shall continue to apply to all Merit System employees employed by the Authority.
- As in the past, payments under this plan shall not be included in calculation of retirement benefits.

Handwritten signature and initials in the bottom right corner of the page.

ASPA Health Insurance Dependent Costs and Discounts
Note: Subject to change to SEIB

To calculate your specific cost, determine which family charge applies (with or without spouse) and then deduct any applicable discounts up to max \$220 and take the percentage of that number that applies to your salary range

Less than \$10,000	Family	25% share w/no discounts
w/o spouse	\$ 320.00	\$ 80.00
w/spouse	\$ 455.00	\$ 113.75
\$10,000 - \$50,000		50% share w/no discounts
w/o spouse	\$ 320.00	\$ 160.00
w/spouse	\$ 455.00	\$ 227.50
\$50,000 - \$70,000		75% share w/no discounts
w/o spouse	\$ 320.00	\$ 240.00
w/spouse	\$ 455.00	\$ 341.25
Over \$70,000		100% share w/no discounts
w/o spouse	\$ 320.00	\$ 320.00
w/spouse	\$ 455.00	\$ 455.00
Discounts		
Non-tobacco usage		
employee		\$ 60.00
spouse		\$ 60.00
Wellness screen		
employee		\$ 25.00
spouse		\$ 25.00
Spousal Surcharge Waiver		
family w/spouse		\$ 50.00
Max discounts as of Mar 2016		\$ 220.00

Example: Employee earning under \$30,000	
Family with Spouse coverage	\$455.00
All discounts apply	(\$220.00)
Base family coverage	\$235.00
25% of base family coverage	\$58.75
Employee pays \$58.75 per month	

Single coverage max EE share \$85

Handwritten signature and initials in the bottom right corner of the page.



MEMORANDUM

Date: March 23, 2016

To: Merit and ASPA Appointed Employees

From: James K. Lyons, Director

As all of you must be aware now, the Authority is experiencing a severe downturn in business. This downturn started around the middle of last fiscal year and continues this year with us currently being substantially below what we had budgeted for FY 2016.

The leading cause of this downturn is a significant reduction in the utility coal market as well as the export metallurgical coal market. This represents roughly half of our business. It is very difficult for the other parts of our business to make up for the losses that we are experiencing in these areas.

We have taken numerous steps to reduce expenses but we must take other measures in order to stem the losses that we are experiencing at this time.

As a result we have made a decision to reduce the amount that the Authority pays towards dependent health coverage for our merit and appointed employees. The amount of the reduction will be based on the individual's salary in accordance with the schedule shown below based on current cost.

SALARY	PERCENTAGE EMPLOYEE PAYS	PERCENTAGE ASPA PAYS
Less than \$30,000	25%	75%
\$30,000 - \$60,000	50%	50%
\$60,000 - \$90,000	75%	25%
Over \$90,001	100%	0%

The amount that each employee pays will be split on each check with half being paid on each check beginning in May. For your ready reference a table is attached showing the various costs and discounts available.

I am sorry that this step is necessary and hope that business will improve and allow us to restore this benefit.

**ALABAMA STATE PORT AUTHORITY
SECTION 457(f) RETENTION AGREEMENT
FOR
JOHN DRISCOLL**

THIS AGREEMENT, is made and effective this 8 day of April, 2020 (the "Effective Date"), by and between **ALABAMA STATE PORT AUTHORITY**, a state agency organized and existing under the laws of the State of Alabama (the "Employer"), and **JOHN DRISCOLL**, an individual and resident of the State of California in the process of changing his residency to Alabama (the "Employee"), as follows:

WHEREAS, the Employer and the Employee are parties to that certain Employment Agreement dated April 8, 2020 (the "Employment Agreement")

WHEREAS, the Board of Directors of the Employer (or a duly authorized committee thereof) (the "Board") has approved and authorized the deferred compensation benefits that will be provided to the Employee pursuant to this Agreement;

WHEREAS, the Employer desires to encourage the Employee to remain employed by the Employer pursuant to the Employment Agreement until at least 12:01 a.m., Central Daylight Time, on the date that is the fourth anniversary of the date on which Employee started work for the Authority under the Employment Agreement (the "Vesting Date");

WHEREAS, in consideration of the Employee's continued service to the Employer, the Employer has agreed to provide the Employee with certain benefits as more particularly described herein;

WHEREAS, the benefits provided to the Employee pursuant to this Agreement are in addition to, and not in lieu of, any salary, compensation, bonus, or any other benefit to which Employee is entitled as a result of his employment by the Employer;

WHEREAS, the rights of the Employee to the retention benefits provided hereunder shall, at all times, be those of an unsecured creditor; and

WHEREAS, it is also intended that this Agreement be governed by and administered in accordance with Section 457(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and that the deferred compensation benefits provided herein shall be subject to a substantial risk of forfeiture for purposes of Section 457(f) of the Code and for purposes of Section 409A of the Code.

NOW THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, the Employer hereby establishes and adopts this Alabama State Port Authority Section 457(f) Retention Agreement for John Driscoll, as an unfunded arrangement to provide retention benefits to the Employee pursuant to this Agreement.

A handwritten signature in black ink, appearing to be 'J. Driscoll', is located in the bottom right corner of the document.

1. Purpose. This Agreement is intended to be an unfunded arrangement for tax purposes to encourage the Employee to remain employed by the Employer at least until the Vesting Date.

2. Retention Benefits. The Employer shall establish a special bookkeeping account in the name of the Employee and shall credit such account (the "Account") with Thirty-Seven Thousand Five Hundred Dollars (\$37,500) on the first anniversary of Effective Date and on each subsequent anniversary of the Effective Date, ending with the fourth anniversary of the Effective Date. Upon the Employee's termination of employment with the Employer for any reason whatsoever, there shall be no additional amounts credited to the Account.

3. Payment and Forfeiture of the Retention Benefits. (a) The Employee's right to payment of the retention benefits provided hereunder shall be subject to a substantial risk of forfeiture for purposes of Sections 457(f) and 409A of the Code. Accordingly, except as otherwise provided below in this Section 3, all rights of the Employee to the amounts credited to the Account and any right to receive payment of the retention benefits hereunder shall be contingent upon the Employee serving continuously as an employee of the Employer until the Vesting Date. Until such time as the foregoing condition is satisfied, any and all amounts which remain credited to the Account shall remain the property of the Employer subject to the claims of its creditors. In the event the Employee remains continuously employed by the Employer until the Vesting Date, then payment of the amounts credited to the Account shall be made to the Employee in a single, lump sum payment as soon as administratively feasible following the Vesting Date but not later than 30 days thereafter.

(b) In the event the Employee fails to remain continuously employed by the Employer until the Vesting Date, any and all amounts credited to the Account shall be forfeited and the Employee shall not be entitled to receive payment of any amount pursuant to this Agreement. Notwithstanding the foregoing, in the event the Employee's employment with the Employer terminates prior to the Vesting Date as a result of (a) the Employee's death, (b) the Employee's Disability (as defined in the Employment Agreement), or (iii) the Employee's involuntary termination of employment by the Employer for reasons other than for Cause (as defined in the Employment Agreement), then the Employee shall become immediately vested in amounts then credited to the Account, and payment of all the amounts then credited to the Account shall be made to the Employee (or the Employee's beneficiary(s) as the case may be) as soon as administratively feasible following such termination of employment but not later than 30 days thereafter.

4. Designation of Beneficiary. Upon the Employee's death, any payments otherwise due to the Employee pursuant to this Agreement shall be paid to the Employee's beneficiary(s) (as set forth in the Employee's Beneficiary Designation Form attached hereto as Exhibit "A") in one lump sum in accordance with Section 3 hereinabove. In the absence of a valid beneficiary designation by the Employee, any such payment shall be made to the Employee's estate.

5. Plan Administration.

(a) Administrator. This Agreement shall be administered by the Board or its duly authorized designee (the "Plan Administrator"). The Plan Administrator shall also be the named fiduciary with respect to this Agreement.

(b) Administrator's Powers and Duties. The Plan Administrator shall have the discretionary authority to construe and interpret the provisions of this Agreement and determine eligibility for benefits hereunder. The Plan Administrator shall have the powers and duties to: (i) adopt, amend, or revoke rules and regulations for the administration of this Agreement, provided they are not inconsistent with the provisions hereof, (ii) provide appropriate parties with such terms, reports, descriptions and statements as may be required by law, within the times prescribed by law and to make them available for examination by the Employee and his beneficiaries when required by law, (iii) take such other action as may reasonably be required to administer this Agreement in accordance with its terms or as may be provided for or required by law, (iv) withhold applicable taxes and file with the Internal Revenue Service appropriate information returns, with respect to distributions made hereunder, and (v) appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator.

6. Claims for Benefits.

(a) Submission of Claim. Claims for benefits under this Agreement shall be submitted to the Plan Administrator.

(b) Claims Procedure. Plan Administrator shall notify any person or entity that makes a claim for benefits under this Agreement (the "Claimant") in writing, within 90 days of Claimant's written application for benefits, of his or her eligibility or non-eligibility for benefits under this Agreement. If the Plan Administrator determines that the Claimant is not eligible for benefits or full benefits, the notice shall set forth (i) the specific reasons for such denial, (ii) a specific reference to the provisions of this Agreement on which the denial is based, (iii) any internal protocols the Plan Administrator relied upon in making its determination, (iv) the right to review any documents created or received by the Plan Administrator during the review process and documents relevant to the claim whether or not relied upon by the Plan Administrator, (v) a description of any additional information or material necessary for the Claimant to perfect his or her claim and a description of why it is needed, and (vi) an explanation of this Agreement's claims review procedure and other appropriate information as to the steps to be taken if the Claimant wishes to have the claim reviewed. If the Plan Administrator determines that there are special circumstances requiring additional time to make a decision, the Plan Administrator shall notify the Claimant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an addition 90 days.

(c) If the Claimant is determined by the Plan Administrator not to be eligible for benefits, or if the Claimant believes that he or she is entitled to greater or different benefits, the Claimant shall have the opportunity to have such claim reviewed by the Plan Administrator by filing a petition for review with the Plan Administrator within 60 days after receipt of the notice issued by the Plan Administrator. Said petition shall state the specific reasons that the Claimant believes entitle him or her to benefits or to greater or different benefits. Within 60 days after receipt by the Plan Administrator of the petition, the Plan Administrator shall afford the Claimant (and counsel, if any) an opportunity to present his or her position to the Plan

Administrator orally or in writing, and the Claimant (or counsel) shall have the right to review the pertinent documents. The Plan Administrator shall notify the Claimant of its decision in writing within such period, stating specifically the basis of its decision, written in a manner to be understood by the Claimant and the specific provisions of the Agreement on which the decision is based. If, because of the need for a hearing, the 60-day period is not sufficient, the decision may be deferred for up to another 60 days at the election of the Plan Administrator, but notice of this deferral shall be given to the Claimant.

7. Unsecured Promise. The Employee, his beneficiary(s), and any other person or persons having or claiming a right to payments under this Agreement shall rely solely on the unsecured promise of the Employer set forth herein, and nothing in this Agreement shall be construed to give the Employee, his beneficiary(s), or any other person or persons any right, title, interest, or claim in or to any specific assets, fund, reserve, account (including the Account), or property of any kind whatsoever owned by the Employer or in which it may have any right, title, or interest now or in the future; but the Employee shall have the right to enforce his claim against the Employer in the same manner as any unsecured creditor.

8. No Effect on Other Benefits. The retention benefits payable under this Agreement shall be independent of, and in addition to, any other benefits or compensation of any sort, payable to or on behalf of the Employee under or pursuant to any other arrangement sponsored by the Employer or any other agreement between the Employer and the Employee.

9. Forfeiture and Clawback in the Event of Breach. If Employee breaches any restrictive covenants, including but not limited to the provisions of Section 6, contained in the Employment Agreement, in addition to any other remedies available at law or in equity, Employee shall forfeit any and all retention benefits to which Employee would otherwise be entitled under this Agreement, and the Employee shall repay immediately any and all payments received hereunder to Employer.

10. No Contract of Employment. This Agreement shall not be deemed to constitute a contract of employment between the Employer and the Employee, or to be a consideration or an inducement for the employment of the Employee. Nothing set forth in this Agreement shall be deemed to give the Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge the Employee at any time regardless of the effect which such discharge shall or may have upon him under this Agreement.

11. Non-Assignability and Non-Alienation. In no event will the retention benefits under this Agreement be subject to the claims of creditors of the Employee or any person claiming by or through the Employee, and the retention benefits provided hereunder will not be subject to attachment, garnishment, or any other legal process. Neither the Employee nor any person claiming by or through him may assign, sell, borrow on, or otherwise encumber any of such Employee's beneficial interest under this Agreement nor shall any such interest be in any manner liable for or subject to the deeds, contracts, liabilities, engagements, or torts of the Employee or any person claiming by or through the Employee.

12. Applicable Law. Except to the extent preempted by federal law, the provisions of this Agreement shall be construed in accordance with the laws of the State of Alabama.

13. Facility of Payment. In making any distribution or payment to or for the benefit of any minor or incompetent person, the Employer in its sole discretion, may, but need not, direct such distribution to be made to a legal or natural guardian or other relative of such minor or court appointed committee of such incompetent, or to any adult with whom such minor or incompetent temporarily or permanently resides, and any such guardian, committee, relative or other person shall have full authority and discretion to expend such distribution or payment for the use and benefit of such minor or incompetent. The receipt of such guardian, committee, relative or other person shall be a complete discharge of the Employer without any responsibility on its part to see to the application thereof.

14. Severability. In the event that any provision of this Agreement shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, and this Agreement shall be construed and enforced as if such illegal and invalid provisions had never been set forth herein.

15. Tax Withholding. The Employer may withhold from any payment under this Agreement any federal, state or local taxes required by law to be withheld with respect to the payment and any sum the Employer may reasonably estimate as necessary to cover any taxes for which it may be liable and that may be applicable to the payment.

16. Administrative Expenses. All expenses incurred in the administration of this Agreement shall be paid by the Employer.

17. Headings. The headings and subheadings used in this Agreement are inserted for convenience of reference only and are not to be used in construing this Agreement or any provisions herein.

18. Section 409A of the Code. It is intended that the retention benefits provided for under this Agreement shall be exempt from the application of Section 409A of the Code under the short-term deferral exemption set forth in Treasury Regulation Section 1.409A-1(b)(4). Accordingly, the terms and conditions of this Agreement shall, at all times, be interpreted and administered in a manner such that the retention benefits provided hereunder remain exempt from the application of Section 409A of the Code under the short-term deferral exemption described above. Notwithstanding the foregoing, the Employer makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Employer be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

19. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring to this Agreement and signed by the parties hereto. In addition, any modification, amendment or waiver that would result in an impermissible acceleration or delay (under Section 409A of the Code or otherwise) in the payment of the retention benefits provided hereunder shall be automatically void, invalid and of no force and effect. Furthermore, any modification, amendment or waiver that would result in the retention benefits provided under this Agreement to become subject to Section 409A of the Code shall be automatically void, invalid and of no force and effect.

20. Advice of Counsel and Taxes. Employee acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. In addition, Employee acknowledges that he shall be solely responsible for the payment of any income and/or other taxes that may result from this Agreement, including but not limited to any interest, penalties and/or excise taxes that may be assessed against the Employee under the Code or any state or local statute, regulation, or rule.

[signature page follows]

A handwritten signature in black ink, consisting of a stylized, cursive name that appears to be 'M. J. [unclear]'.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

ATTEST:

ALABAMA STATE PORT AUTHORITY

By: [Signature]

By: [Signature]

Its: Secretary-Treasurer

Its: Chairman of the Board

WITNESS:

[Signature] 4/8/2020

[Signature] 4/8/2020
John Driscoll

**ALABAMA STATE PORT AUTHORITY
SECTION 457(f) RETENTION AGREEMENT
FOR JOHN DRISCOLL**

Exhibit "A"

Beneficiary Designation Form

1. PRIMARY BENEFICIARIES. I hereby designate the following as my Primary Beneficiaries:

NAME	ADDRESS	PERCENT
------	---------	---------

<div style="background-color: black; width: 100%; height: 100%; position: relative;"><div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border: 1px solid black; border-style: dashed;"></div></div>		
---	--	--

100%

2. CONTINGENT BENEFICIARIES. I hereby designate the following as my Contingent Beneficiaries:

NAME	ADDRESS	PERCENT
------	---------	---------

<div style="background-color: black; width: 100%; height: 100%; position: relative;"><div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border: 1px solid black; border-style: dashed;"></div></div>		
---	--	--

100%

3. EFFECT OF DEATH OF BENEFICIARIES. I hereby designate that:

(a) if some, but less than all, of my Primary Beneficiaries predecease me, any benefit which would have been paid to my deceased Primary Beneficiaries upon my death shall be paid to my surviving Primary Beneficiaries in equal shares;

(b) if all of my Primary Beneficiaries predecease me, but none of my Contingent Beneficiaries predecease me, any benefit which would have been paid to my Primary Beneficiaries upon my death shall be paid to my Contingent Beneficiaries in the percentages designated above;



(c) if all of my Primary Beneficiaries and some but less than all of my Contingent Beneficiaries predecease me, any benefit which would have been paid to my deceased Primary and Contingent Beneficiaries upon my death shall be paid to my surviving Contingent Beneficiaries in equal shares; and

(d) if all of my Primary Beneficiaries and all of my Contingent Beneficiaries predecease me, any benefit payable from the Agreement upon my death shall be paid to my estate.

4. REVOCATION OF PREVIOUS DESIGNATION. This Beneficiary Designation Form revokes any Designation of Beneficiary Form which I may have previously executed with respect to the Agreement.

5. REVOCATION OF THIS DESIGNATION. I hereby acknowledge that I may change this designation only by signing and delivering a new Beneficiary Designation Form to the Employer prior to my death.

WITNESS
[Signature] 4/8/2020
[Signature]
John Driscoll
4/8/2020
Date

ACKNOWLEDGEMENT OF EMPLOYER:
By: [Signature]
Its: Chairman of the Board

RESOLUTION NO. 2022-23
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
TO APPROVE A POLICY CONCERNING DIRECTOR COMPENSATION

WHEREAS, under Alabama law, the Board of Directors (the "Board") of the Alabama State Port Authority (the "Authority") is vested with the responsibility of appointing a Director as the chief executive officer of the Authority and fixing the terms and conditions of the Director's employment, including salary and other benefits; and

WHEREAS, the Authority entered into an Employment Agreement dated April 8, 2020 (the "Agreement") with John Driscoll, the Director and CEO of the Authority (the "Director"), which provides for an annual review of the Director's performance and consideration of the appropriateness of a compensation adjustment at that time; and

WHEREAS, the Board has not previously established a written policy with respect to the determination of any appropriate compensation adjustments; and

WHEREAS, the Board has determined that a written policy providing for the determination of the Director's compensation will avoid confusion concerning the manner in which such compensation is set and agreed upon and will further the interests of the public and the Board;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Alabama State Port Authority hereby adopts the Executive Selection and Compensation Policy, as set forth in Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the Board hereby instructs the staff of the Authority and legal counsel to the Authority to take such steps as shall be necessary and appropriate to support such Policy and to ensure that the members of the Board are advised of their role in the determination of the Director's compensation.

Done this 26th day of April, 2022, in Mobile, Alabama.

ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS

By _____


T. Bestor Ward, III
Its Chairman

ATTEST:

By _____

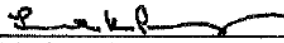

Linda K. Paaymans
Its Secretary-Treasurer

EXHIBIT A

ALABAMA STATE PORT AUTHORITY BOARD OF DIRECTORS Executive Selection and Compensation Policy

In accordance with the Alabama State Port Authority authorizing statute and bylaws, the Board of Directors is charged with appointing and establishing compensation for the Director. In carrying out its responsibilities the Board of Directors shall consider a broad market for executive talent to reflect the skills and experience required of its Director to execute the Authority's strategic planning and effective operations, including an understanding of supply chains, global economics, environmental and sustainability management, legal and regulatory management, public accountability, infrastructure development, as well as stakeholder, government and community engagement.

The Authority's compensation policy for the Director aligns individual executive performance with the Authority's long-term business strategy and supports the achievement of the following objectives:

- establish annual executive performance metrics aimed at accomplishing the Authority's annual business plan;
- establish annual total executive compensation aimed at attracting, motivating, and retaining a Director and Chief Executive Officer with the skills and experience necessary to achieve the Authority's business plan and longer-term business strategies.

Compensation shall be evaluated annually, giving due consideration to the salaries of comparable positions in other states and in private industry and to accomplishments of the Authority during the period under review within the context of the current economic environment.

An executive performance review for the Director shall be conducted annually by the Chairman of the Board, with such input as he or she shall deem appropriate. After such review the Chairman shall recommend to the Board any needed adjustments in compensation. Any change in compensation for the Director must be considered and approved by vote of the Board of Directors, upon recommendation of the Chairman and the Legal and Planning Committee.

Upon approval by the Board the Chief Financial Officer and Vice President of Human Resources shall cause any approved adjustments in compensation to be enacted within the Authority's payroll and/or business systems.

RESOLUTION NO. 2022-24
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
TO APPROVE AND RATIFY COMPENSATION ADJUSTMENT AND FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT OF THE DIRECTOR OF THE AUTHORITY

WHEREAS, the Alabama State Port Authority (the "Authority") entered into an Employment Agreement dated April 8, 2020 (the "Agreement") with John Driscoll, the Director and CEO of the Authority (the "Director"); and

WHEREAS, the Agreement provides for an annual review of the Director's performance and consideration of the appropriateness of a compensation adjustment at that time; and

WHEREAS, as part of his annual review at the end of his first year of employment the Chairman of the Board of Directors agreed to a four percent (4%) increase in the Director's base compensation, commencing in June of 2021; and

WHEREAS, the Agreement provides that the Director is eligible to participate in the Alabama State Port Authority Incentive Compensation Plan (the "Incentive Compensation Plan") but the Director recommended that he not participate in such Incentive Compensation Plan; and

WHEREAS, the adjustment to base compensation and the removal of the Director from participation in the Incentive Compensation Plan were implemented in 2021 but have not yet been ratified and approved by the Board of Directors of the Authority; and

WHEREAS, the Legal and Planning Committee has considered the adjustment to base compensation and an Amendment to the Agreement to remove the Director from participation in the Incentive Compensation Plan (the "Amendment") and has recommended that the Board of Directors approve and ratify the adjustment to base compensation, effective June 1, 2021, and the Amendment; and


WHEREAS, the Board of Directors has determined that the approval and ratification of the adjustment to base compensation and the Amendment are necessary and beneficial to the operations of the Authority;

NOW, THEREFORE, BE IT RESOLVED, as follows:

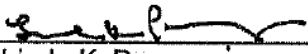
1. That pursuant to the recommendation of the Chairman and of the Legal and Planning Committee, the Board of Directors hereby authorizes and ratifies (a) an increase in the Director's base compensation of 4%, to \$390,000 per year, effective June 1, 2021, and (b) the Amendment and specifically authorizes the Chairman of the Board of Directors of the Authority to execute and deliver the Amendment on behalf of the Authority; and
2. That the Board of Directors hereby finds such increase in the Director's base compensation to be reasonable, after giving consideration to the salaries of comparable positions in other states and in private industry.

Done this 26th day of April, 2022, in Mobile, Alabama.

**ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS**

By 
T. Bestor Ward, III
Its Chairman

ATTEST:

By 
Linda K. Paaymans
Its Secretary-Treasurer

**RESOLUTION NO. 2022-31
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
ESTABLISHING THE DIRECTOR'S SALARY AND
OTHER BENEFITS OF EMPLOYMENT EFFECTIVE JULY 1, 2022**

WHEREAS, under Alabama law, the Board of Directors (the "Board") of the Alabama State Port Authority (the "Authority") is vested with the responsibility of appointing a Director as the chief executive officer of the Authority and fixing the terms and conditions of the Director's employment, including salary and other benefits; and

WHEREAS, the Board first appointed John Driscoll ("Driscoll") as Director effective June, 2020 and approved an employment agreement providing for an initial base compensation and for annual reviews and adjustments to such base compensation; and

WHEREAS, the Board previously ratified an annual adjustment setting Driscoll's annual salary as Director at \$390,000, effective June 1, 2021; and

WHEREAS, the Board also previously authorized an amendment to Driscoll's employment agreement to provide that he will not participate in the Authority's incentive compensation plan, effective September 1, 2021; and

WHEREAS, the Chairman and Legal and Planning Committee of the Board have recommended to the Board that effective July 1, 2022, Driscoll's annual salary as Director be increased by approximately 5.0% to \$410,000 and that the monthly car allowance to be paid to Driscoll as Director for any period of employment with the Authority shall be increased to \$1,000;

WHEREAS, the Chairman and Legal and Planning Committee of the Board has further recommended to the Board that effective July 1, 2022 Driscoll be paid additional compensation consisting of a bonus in the amount of \$41,000 (being 10% of his adjusted base compensation) and a one-time payment to offset the current inflationary environment in the amount of \$20,500 (being 5% of his adjusted base compensation);

WHEREAS, the Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry and wishes to adopt a resolution accepting and approving the recommendation of the Legal and Planning Committee as aforesaid;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Unless and until further action is taken by the Board, for all services rendered by Driscoll while employed by the Authority, the Authority shall pay him the following compensation:
 - a. Commencing July 1, 2022, total annual salary for services to be rendered shall be \$410,000 and shall be paid on a semi-monthly basis;
 - b. Commencing July 1, 2022, a monthly car allowance of \$1,000, plus mileage at standard rates for travel outside Mobile and Baldwin Counties;

- c. Effective and payable on July 1, 2022, additional compensation consisting of a bonus in the amount of \$41,000 (being 10% of his adjusted base compensation) and a one-time payment to offset the current inflationary environment in the amount of \$20,500 (being 5% of his adjusted base compensation); and
- d. Such other benefits of employment as are provided to merit system employees of the Authority, as modified by Driscoll's employment agreement, including, but not limited to, retirement benefits, sick and annual leave, and insurance benefits.

2. The Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry.

Done this 21st day of June, 2022, in Mobile, Alabama.


**ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS**

By _____


T. Bestor Ward, III
Its: Chairman

ATTEST:

By _____


Linda K. Paaymans
Its: Secretary-Treasurer

RESOLUTION NO. 2023-51
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
ESTABLISHING THE DIRECTOR'S SALARY AND
OTHER BENEFITS OF EMPLOYMENT EFFECTIVE JULY 1, 2023

WHEREAS, under Alabama law, the Board of Directors (the "Board") of the Alabama State Port Authority (the "Authority") is vested with the responsibility of appointing a Director as the chief executive officer of the Authority and fixing the terms and conditions of the Director's employment, including salary and other benefits; and

WHEREAS, the Board first appointed John Driscoll ("Driscoll") as Director effective June, 2020 and approved an employment agreement providing for an initial base compensation and for annual reviews and adjustments to such base compensation; and

WHEREAS, the Board previously ratified an annual adjustment setting Driscoll's annual salary as Director at \$410,000, effective July 1, 2022; and

WHEREAS, the Chairman and Legal and Planning Committee of the Board have recommended to the Board that effective July 1, 2023, Driscoll's annual salary as Director be increased by approximately 8.2% to \$443,620 and that the monthly car allowance to be paid to Driscoll as Director for any period of employment with the Authority shall be increased to \$1,200;

WHEREAS, such salary and monthly car allowance are in addition to the remainder of the Director's compensation package as provided in his employment agreement and to any year-end compensation adjustment as determined by the Board;

WHEREAS, the Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry and wishes to adopt a resolution accepting and approving the recommendation of the Legal and Planning Committee as aforesaid;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Unless and until further action is taken by the Board, for all services rendered by Driscoll while employed by the Authority, the Authority shall pay him the following compensation:

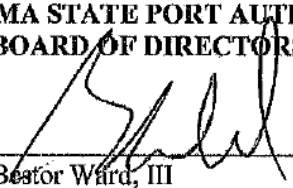
- a. Commencing July 1, 2023, total annual salary for services to be rendered shall be \$443,620 and shall be paid on a semi-monthly basis;
- b. Continuation of a monthly car allowance of \$1,000, plus mileage at standard rates for travel outside Mobile and Baldwin Counties; and
- d. Such other benefits of employment as are provided to merit system employees of the Authority, as modified by Driscoll's employment agreement, including, but not limited to, retirement benefits, sick and annual leave, and insurance benefits.

2. The Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry.

Done this 25th day of July, 2023, in Auburn, Alabama.

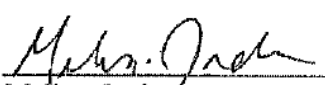
**ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS**

By _____


T. Bestor Ward, III
Its: Chairman

ATTEST:

By _____


Melissa Jordan
Its: Interim Secretary-Treasurer

8919229_1

**RESOLUTION NO. 2024-18
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
AUTHORIZING EMPLOYMENT CONTRACT**

WHEREAS, under Alabama law, the Board of Directors (the "Board") of the Alabama State Port Authority (the "Authority") is vested with the responsibility of appointing a Director as the chief executive officer of the Authority and fixing the terms and conditions of the Director's employment, including salary and other benefits; and

WHEREAS, the Board first appointed John Driscoll ("Driscoll") as Director effective June, 2020 and approved an employment agreement providing for an initial base compensation and for annual reviews and adjustments to such base compensation; and

WHEREAS, the Board has previously ratified annual adjustments to Driscoll's annual salary and compensation; and

WHEREAS, the Board has offered to continue Driscoll's employment and the Authority and Driscoll in arms-length negotiations have reached an agreement for employment; and

WHEREAS, in addition, the Board previously authorized and instructed the Director to lead the development of a "balanced scorecard" approach with respect to executive incentive compensation and for payment of incentive compensation to the Director in the amount of ten percent (10%) of his annual salary upon initiation and implementation of such approach; and

WHEREAS, upon recommendation of the Chairman of the Authority Board of Directors, the Legal and Planning Committee of the Board has recommended to the Board that effective June 1, 2024, the Authority enter into an employment agreement with Driscoll; and

WHEREAS, the Legal and Planning Committee has further recommended that compensation and benefits for Driscoll include an annual salary of \$443,620 and the other compensation and benefits described in the schedule attached as Exhibit A to this Resolution;

WHEREAS, the Board hereby finds that continued appointment of Driscoll as Director is in the best interest of the Authority and wishes to authorize an employment agreement under the terms described in such Exhibit A and such other terms and conditions as the Chairman shall determine to be necessary and appropriate;

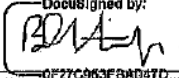
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. John Driscoll is hereby appointed to continue to serve as Director of the Authority in accordance with Section 33-1-3 of the Code of Alabama. The principal terms of employment shall be as set forth in the schedule attached as Exhibit A to this Resolution.
2. The Board hereby finds the salary and compensation described in Exhibit A to this Resolution to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry.
3. The Chairman of the Board of the Authority is authorized to execute and deliver on behalf of the Authority an employment agreement setting forth the terms as approved in this Resolution and such other terms and conditions as the Chairman shall determine to be necessary and appropriate.

4. The Board hereby finds that the Director has accomplished the charge given to him to develop a "balanced scorecard" approach to the Authority's executive incentive compensation plan and authorizes the payment of an amount equal to ten percent (10%) of the Director's current annual salary, which amount the Board hereby finds to be reasonable after giving due consideration to the compensation for persons in comparable positions in other states and in private industries.

Done this 28th day of February, 2024, in Montgomery, Alabama.

**ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS**

DocuSigned by:

By _____
Ben C. Stimpson, Jr.
Its Chairman

ATTEST:

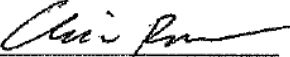
By 
Chris Ransom
Its Secretary-Treasurer

Exhibit A
to
**Resolution of the Board of Directors
of the Alabama State Port Authority**

Principal Terms of Employment

Annual Salary:	\$443,620, payable in accordance with the Authority's usual practices, subject to usual withholding for taxes and other deductions
Paid Time Off:	20 vacation days and 13 sick days, both subject to the Authority's usual practice
Car Allowance:	\$1,000 per month, plus mileage at standard rates for travel outside Mobile and Baldwin Counties
Other Benefits:	Consistent with benefit plans available to other employees, all of which are subject to the right of the Authority to change the benefits package at its sole discretion. Currently include the following: <ul style="list-style-type: none">• Participation in the ASPA 401(a) retirement plan and 457 deferred compensation plan• Death benefits of up to one-year salary plus the proceeds of a \$25,000 term policy• Health insurance from the State of Alabama Health plan as administered by Blue Cross Blue Shield of Alabama with some eligibility after retirement
Employment Contract:	Three years, subject to negotiation of remaining terms not covered by this summary
Annual Review:	To be conducted in conjunction with the Authority's fiscal year-end; to address performance and compensation adjustment, if any

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of the 1st day of June 2024 (the "Effective Date"), by and between the Alabama State Port Authority, an agency of the State of Alabama (the "Authority"), and John Driscoll, an individual residing in the State of Alabama ("Employee").

RECITALS:

WHEREAS, the Authority has employed Employee as its chief executive officer and Director pursuant to an Employment Agreement dated April 8, 2020, and has offered to continue his employment as such on the terms and conditions set forth herein;

WHEREAS, Employee wishes to accept the Authority's offer of continued employment as its chief executive officer and Director, on the terms and conditions set forth herein;

WHEREAS, the Authority and Employee have reached this Agreement in arms-length negotiations and wish to memorialize the terms of Employee's employment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein including Employee's employment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment. The Authority employs Employee as its chief executive officer, with the title of Director; and Employee agrees to serve the Authority in such capacity, with such powers and duties as are provided for the Director of the Authority in Section 33-1-3 of the Code of Alabama, as the same may be amended from time to time, subject to the terms of this Agreement.

2. Duties and Responsibilities of the Employee. During his employment, Employee shall devote his services full time to the business and purposes of the Authority and perform his role of chief executive officer with reasonable diligence and to the best of his ability and in conformity with the Authority's policies and procedures and the highest standards of ethical behavior. Employee shall report to, and function under the authority of, the board of directors of the Authority. Employee's specific duties, as provided in the Section 33-1-3 of the Code of Alabama, are as follows:

(1) Exercise the chief executive authority of the Authority, and exercise, consistent with Chapter 1 of Title 33 of the Code of Alabama (the "Chapter") and other applicable law, all the powers,

authority, and duties vested by the Chapter or other applicable law in the Authority.

(2) Appoint, with the advice and consent of the board of directors of the Authority, no more than eleven (or such other number as is permitted by law) persons as executive level employees of the Authority. These persons shall be non-merit system employees and may replace current Merit System executive level employees who retire or otherwise leave the employment of the Authority. Employee shall fix the salaries of these non-merit system executive level employees giving due consideration to the salaries of comparable positions in other states and in private industries. These non-merit system executive level employees, though not participants in the classified service of the state of Alabama under the Merit System Act, shall be entitled to the other benefits, including, but not limited to, retirement, sick and annual leave, and insurance benefits afforded other state employees, except that the board of directors of the Authority may provide and fund an alternate benefit package for them.

(3) Employ, with the advice and consent of the board of directors of the Authority, all persons necessary to the efficient operation of the Authority, including a secretary-treasurer, fix their conditions of employment and tenure in office, and be responsible for the efficient discharge of their duties.

Employee shall have no financial interest in any harbor facilities or property that the Authority or its predecessors have acquired or may acquire or manage, nor shall Employee have any financial or personal interest in any business or enterprise of any sort which shall interfere or be inconsistent with his duties as Director. The Authority is governed by Sections 33-1-1 *et seq.* of the Code of Alabama, and the Employee's employment shall be subject to all applicable provision of such statutes.

3. Base Salary. Employee shall receive an annual salary of \$443,620, subject to normal withholdings and applicable deductions and payable in accordance with the Authority's customary payroll practices, for services rendered on behalf of the Authority. Employee will be eligible for an increase in base salary at the sole and absolute discretion of the Authority. The Authority will conduct an annual review of Employee's performance, timed to coincide with the Authority's fiscal year-end. The Authority will consider the appropriateness of a compensation adjustment at such time, and any adjustment will be made thereafter at the time selected by the Authority.

4. Other Benefits and Incentive Compensation.

- (a) Benefits. Employee shall be entitled to participate in such benefit arrangements as the Authority may make available generally to its other non-merit system executive level employees, subject to any specific modifications to such arrangements for the Employee. Currently, those benefits include the benefits and arrangements set forth in Exhibit A, captioned "Benefit Summary - Director/CEO," attached hereto and incorporated herein by reference. Any item in Exhibit A that is subject to the approval or discretion of the Director shall, with respect to Employee, be subject to the approval or discretion of the board of directors of the Authority. In addition, Employee will be paid an automobile allowance of \$1,000 per month to assist the Employee in providing a late model vehicle suitable for Employee's transportation and transportation of customers and visitors. Employee shall also be eligible for mileage reimbursement for travel outside of Mobile and Baldwin Counties, as allowed under the Authority's applicable travel policy or policies. Such benefits are subject to change without notice, and they are subject to the terms of any applicable plan documents, eligibility requirements and/or Authority policies in effect from time to time.
- (b) Incentive Compensation. Employee is eligible for incentive compensation to be determined annually at the discretion of the Board of Directors of the Authority.
- (c) Sick and Annual Leave. Employee commenced employment with 20 days of annual leave and 13 days of sick leave, and has otherwise accrued annual and sick leave in accordance with Exhibit A and the Authority's policies and practices in effect from time to time; provided, however, that Employee has, and will continue to accrue annual leave at the rate of 20 days per year, until his years of service result in the accrual of more annual leave days pursuant to the Authority's then applicable annual leave policy, from which time he will accrue annual leave in accordance with such policy as in effect from time to time.
- (d) Deferred Compensation. Employee and the Authority are executing and delivering a separate Retention Agreement concurrently with the execution and delivery of this Agreement.

5. Term: Termination of Employment.

- (a) The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of four (4) years from the Effective Date, or

until either party terminates this Agreement, with or without cause, subject to the terms of this Agreement.

- (b) Termination for Cause by Authority. The Authority may terminate the employment of Employee hereunder for "Cause" effective as of the date that notice is given by the Authority to Employee that his employment is being terminated for Cause, unless the parties agree in writing to another termination date. The term "Cause" as used herein means a termination resulting from:
- (i) Employee's willful failure to perform his duties other than any such failure resulting from incapacity due to physical or mental illness;
 - (ii) an act of gross misconduct on the part of Employee, or an act that materially and adversely affects the Authority, its subsidiaries, or affiliates or their image or reputation;
 - (iii) Employee's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony or a misdemeanor involving moral turpitude;
 - (iv) Employee's abuse of drugs or alcohol which interferes with Employee's duties under this Agreement;
 - (v) Employee's unauthorized disclosure of Confidential Information, as defined below;
 - (vi) Employee's failure to comply with the Authority's policies and procedures if such failure causes material and/or financial harm to the Authority, its subsidiaries, or affiliates;
 - (vii) a material breach of this Agreement by Employee;
 - (viii) conduct by Employee which constitutes sexual harassment or unlawful discrimination; or
 - (ix) Employee's embezzlement, misappropriation or fraud, whether or not related to employment with the Authority.

In the event the Authority terminates Employee for Cause, the Authority shall pay Employee the amount of his accrued salary, if any due, pursuant to Section 4.

- (c) Termination Without Cause by Authority. The Authority may terminate Employee without Cause upon thirty (30) days' written notice; provided, however, that in such case the Authority agrees to pay Employee as severance an amount equal to six (6) months of Employee's then current annual base salary, subject to normal withholdings and applicable deductions. In addition, the Authority will pay Employee the amount of his accrued salary, if any, due pursuant to Section 4 of this Agreement. The Authority shall have the option of terminating employment prior to the expiration of the 30-day notice period; provided, however, that the Authority must pay Employee his base salary through the end of the 30-day notice period.
- (d) Death or Disability. In the event of Employee's death or "Disability" during the term of this Agreement, this Agreement shall terminate automatically as of the date of said event and shall not be considered a termination "for Cause" or "without Cause" for purposes of any rights and obligations which arise in the event of such terminations. In the event of Employee's death, any compensation due to him hereunder for the period preceding his death shall be paid by the Authority to the legal representatives, executor or administrator of his estate after the Authority receives appropriate directions. "Disability" for the purposes of this Agreement shall mean the Employee's inability, due to physical or mental incapacity, to perform the essential functions of his job for one-hundred and eighty (180) days out of any three hundred and sixty-five (365) day period or one hundred and twenty (120) consecutive days. Any question as to the existence of the Employee's Disability as to which the Employee and the Authority cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Employee and the Authority. If Employee and the Authority cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Authority and Employee shall be final and conclusive for all purposes of this Agreement. Nothing in this Agreement shall preclude Employee's participation in any long-term disability, life insurance, or other employee benefit plan maintained by the Authority for which Employee is otherwise eligible during his employment.
- (e) Termination by Employee. The Employee may terminate his employment upon ninety (90) days' written notice to the Authority. If Employee gives the Authority ninety (90) days' notice of termination, the Authority shall have the option of requiring Employee to terminate his Employment prior to the expiration of the 90-day notice period; provided, however, that the Authority must pay Employee his base salary through the end of the 90-day notice period.

6. Confidential Information. Employee expressly recognizes that: (i) the continued efficacy and profitability of the Authority's business is directly dependent upon his protection of the Authority's relationships and goodwill with its clients and others using the Authority's services; and (ii) in performing his duties for the Authority, he has and will necessarily be provided access to and will gain knowledge of the Authority's "Confidential Information" (defined below). To ensure the continued secrecy of the Confidential Information, Employee shall not, either during or after his employment with the Authority, use for himself or disclose to or use for any other person or entity, directly or indirectly, any of the Authority's Confidential Information except as such disclosure or use is (a) expressly authorized by the Authority in writing, (b) required by enforceable court order, or (c) required in connection with the Employee's performance of his duties for the benefit of the Authority.

All Confidential Information and all files, reports, materials, records, documents, notes, memoranda, equipment and other items, and any originals or copies thereof, relating to the business of the Authority which the Employee is either provided, uses, or simply acquires during his employment with the Authority are and shall remain the exclusive property of the Authority. All such property shall be immediately returned to the Authority upon termination of Employee's employment with the Authority.

As used herein the term "Confidential Information" means any and all information relating directly or indirectly to the Authority that is not generally ascertainable from public or published information or trade sources including, but not limited to, all information concerning the Authority's financial condition, copyrighted materials, software customization and processes therefor, intellectual property, trade secrets, processes, contracts, forms, research, marketing, letters, presentation of sales materials, reports, lists, referrals or other information concerning clients or customers, fees, pricing, referral sources, services, customers, financial statements, proposal information and other financial data, customer statistical data, and cost and net gross margin information, which is or was disclosed to Employee or known by Employee as a consequence of his employment by the Authority.

7. Remedies. Employee acknowledges that the provisions of Section 6 are reasonable and necessary for the protection of the Authority, and that the Authority will be irrevocably damaged if such provisions are not specifically enforced. Accordingly, in the event of any breach or threatened breach of the provisions of Section 6, Employee agrees that the Authority shall be entitled to injunctive relief (without bond or other security being required) as well as any and all other applicable remedies at law and in equity. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. If a court of competent jurisdiction declares any of these provisions unenforceable for any reason, such court is hereby granted the express authority of the parties to this Agreement to reform such provisions and/or to grant the Authority any and all other relief, at law or in equity, reasonably necessary to protect the interests of the Authority. The Employee expressly covenants and agrees that he considers these provisions to be acceptable and reasonable.

8. Assistance with Litigation. While employed by the Authority and for a period of three (3) years after the last date for which Employee has received any compensation under this Agreement, Employee shall furnish such information and proper assistance as may be reasonably necessary in connection with any litigation or any other dispute in which the Authority is then or may become involved. The Authority agrees to reimburse Employee for all expenses reasonably incurred in furnishing such assistance and which are approved in advance by the Authority. This provision is not intended to, and shall not, render Employee liable for the debts and obligations of the Authority and does not require the Employee to pay money to the Authority to contribute to the defense or obligations of the Authority.

9. Return of Property. Upon termination of Employee's employment for any reason, Employee shall provide or return to the Authority all Authority property and all Authority documents and materials belonging to the Authority and stored in any fashion, including but not limited to those which constitute or contain any Confidential Information, that are in the possession or control of Employee, whether they were provided to Employee by the Authority or any of its business associates or created by Employee in connection with his employment by the Authority, and delete and destroy all copies of such documents and materials not returned to the Authority that remain in Employee's possession or control, including those stored on any non-Authority devices, networks, storage locations, or media in Employee's possession or control.

10. Preservation of Business; Fiduciary Responsibility. Employee shall use his best efforts to preserve the business and organization of the Authority, to keep available to the Authority the services of its employees, and to preserve the business relations of the Authority. Employee shall not commit any act that might reasonably be expected to injure the business, goodwill or reputation of the Authority.

11. Non-Solicitation of Employees or Contractors. Employee shall not, during the Employee's employment with the Authority and for a period of twenty-four (24) months, to run consecutively, after the cessation of that employment, whether voluntary or involuntary, directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or assist any other person or entity in soliciting, hiring, or recruiting, any person who is then either an employee of the Authority or a contractor of the Authority that is uniquely essential to the management, organization or service of the Authority.

12. Non-disparagement. Except, with respect to derogatory statements, to the extent required in connection with the enforcement of this Agreement, or arising out of the scope of his employment and/or as protected or required by law, Employee will not at any time during the term of this Agreement or for a period of two (2) years after the termination of this Agreement for any reason, directly (or through any other person or entity) make any public or private statements (whether oral or in writing) which are derogatory or false to anyone about the Authority, its business, activities, operations, affairs, reputation, or prospects, or any of its officers, employees or directors. Except, with respect to derogatory statements, to the extent required in connection with the

enforcement of this Agreement, or required by law, during the employment period and for a period of two years thereafter, the Authority agrees not to make any derogatory or false public or private statements (whether oral or in writing) about Employee. Nothing herein shall prevent either party from testifying truthfully in any legal proceeding or investigation conducted by a government agency.

13. Income Tax. The Authority may withhold from any compensation and benefits payable under this Agreement all federal, state, or other taxes that are required to be withheld pursuant to any law or governmental regulation or ruling.


14. Effect of Prior Agreements. This Agreement contains the complete and final understanding and agreement of the parties hereto, and it supersedes any and all prior representations, promises or understandings, express or implied, between Employee and the Authority with respect to the subject matter hereof or any other terms of Employee's relationship with the Authority.

15. IRC Sections 457 and 409A. All payments to be made under the Agreement upon a termination of employment, if any, shall only be made upon a "separation from service" under Section 409A of the Internal Revenue Code. The Employer makes no representations that the payments and benefits provided under this Agreement do or do not comply with Section 457 or Section 409A of the Internal Revenue Code and in no event shall Employer 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 457 or Section 409A.

16. Notice. Any notice required or permitted shall be in writing and shall be deemed to be delivered (i) upon physical delivery (if hand-delivered); or (ii) three (3) business days after deposit in the United States mail if mailed by certified or registered mail, return receipt requested, addressed as follows:

Authority: Alabama State Port Authority
250 N. Water Street
Mobile, AL 36602
Attn: Director

copy to: R. Preston Bolt, Esq.
Haud Arendall Harrison Sale LLC
Merchants Plaza
Third Floor
104 St. Francis Street
Mobile, Alabama 36602

Employee: John Driscoll




Notice given in any other manner shall be effective only when received by the addressee. The address for notice may be changed by notice given in accordance with this Section.

17. Survival of Certain Sections. Notwithstanding anything herein to the contrary, Sections 6, 7, 8, 9, 13 and 15 shall survive the termination of this Agreement.

18. Assignability; Attachment and Effect. Neither this Agreement nor any right or interest hereunder shall be assignable by the Employee, his beneficiaries, or legal representatives without the prior written consent of the Authority; provided, however, this Agreement shall not preclude Employee from designating a beneficiary to receive any benefit payable hereunder upon his death. Except as required by a law which cannot be waived, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be void and without effect. This Agreement shall be binding upon and inure to the benefit of the Authority, its successors and assigns.

19. Waiver, Severability and Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

20. Legal Construction. In case any one or more of the provisions contained in this Agreement, is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof, and this Agreement shall be enforced to the maximum extent permitted by applicable law, and, moreover, the invalid, illegal or unenforceable provision shall be conformed to the law or determination to the full extent possible. The titles of the articles and sections of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any provision of this Agreement.

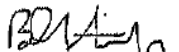
21. Governing Law. This agreement shall be subject to and governed by the laws of the State of Alabama without regard to its conflict of laws principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of Alabama, county of Mobile. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

22. Attorney Fees. In the event either party is required to employ attorneys or other agents in the enforcement of its rights under the terms of this Agreement in the event of any breach or default by the other party hereunder, then such party shall be entitled to payment by the breaching or defaulting party of its reasonable costs of enforcement, including, without limitation, attorney's fees and expenses, incurred in connection therewith. If a dispute over a party's rights and obligations under this Agreement results in litigation, arbitration or other adversarial proceedings, then the prevailing party in such proceeding shall be entitled to be reimbursed by the nonprevailing party for its reasonable costs incurred in connection with such proceeding, including, a reasonable attorney's fee.

[Signature page follows]

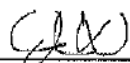
IN WITNESS WHEREOF, the Authority has caused this Agreement to be executed by its duly authorized representative, and Employee has hereunto set his hand and seal as of the date first written above.

ALABAMA STATE PORT AUTHORITY

By: 

Ben Stimpson
Chairman of the Board of Directors

EMPLOYEE



John Driscoll

EXHIBIT A

BENEFITS



Benefit Summary - Director / CEO

By statutory provision, the Board of Directors (Board) is authorized to appoint the Port Authority Director/Chief Executive Officer (CEO). The non-merit system executive level employee is not a participant in the classified service of the state under the Merit System Act. However, the position is entitled to, but not limited to, the retirement, sick and annual leave, holidays, and insurance benefits afforded other state employees, except that the Board of directors of the port authority may provide and fund an alternate benefit package.

Pay: The Board shall fix the salary of the position giving due consideration to the salaries of comparable positions in other states and in private industries. Like its merit and appointed executive level counterparts, the CEO is paid semi-monthly on the first (1st) and sixteenth (16th) of each month and always one (1) pay period in arrears.

As an example: An employee hired on January 1st would be paid for January 1st through the 15th on February 1st. January 16th through the 31st would be paid on February 16th and then semi-monthly throughout employment.

The CEO receives an annual performance review and at the Board's discretion may receive a performance-based salary increase.

Incentive Compensation: The Director is eligible for incentive compensation to be determined annually at the discretion of the Board of Directors of the Authority.

Retirement Plan: The CEO is a participant in The Alabama State Appointed Employees 401(a) plan managed by Empower Retirement Services. The plan includes an employer contribution (currently 16.00%) which varies slightly year to year based on actuarial studies by the Retirement Systems of Alabama for the merit employees. The mandatory minimum employee contribution of 7.5% is not subject to the actuarial changes. At the CEO's option, the contribution may be increased to the maximum annual employee cap or the maximum combined employee and employer contribution cap as set by the IRS. The 2024 limits for an employee is \$30,000 including the catchup, with a combined employee and employer cap of \$66,000.

In addition to the Port sponsored 401 plan, Director Driscoll is eligible and contributes to the extent allowed under IRS regulations to the Alabama Retire (457) Deferred Compensation Plan. There is no employer contribution to this plan which is open to all state employees.

P.O. Box 1588 • Mobile, AL 36633
Office: 251.441.7200 • Fax: 251.441.7216
ALports.com

Sick Leave: The CEO accrues up to 13 days (104 hrs) of sick leave per year at the rate of 4.33 hours per pay period. Unused sick leave may accrue to the maximum 1200 hours of which 50% is payable at retirement.

Annual Leave: During the first fifteen (15) years of employment, the CEO earns 20 days (160 hours) of annual leave (6.67 hours per pay period) and may roll over up to 480 hours at year end.

	Accumulation per pay period	Annual Accumulation
For the first 15 years	6.67hrs	160 hrs or 20 days
15 years but less than 20 years	7.58hrs	182 hrs or 22 days 6 hours
20 years but less than 25 years	8.66hrs	208 hrs or 26 days
25 years or more	9.75hrs	234 hrs or 29 days 2 hours

Unlike sick leave, the CEO may be paid for up to 480hours of accrued annual leave at retirement or separation (at full value).

Holidays: There are currently 13 paid state holidays per year. (New Year's Day, Dr. Martin Luther King's birthday, Presidents Day, Mardi Gras Day, Confederate Memorial Day, National Memorial Day, Jefferson Davis's birthday, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving & Christmas).

Additionally, the Governor normally grants state employees Juneteenth and the day after Thanksgiving as holidays. Holidays not taken may be banked for use later during the year.

Health and Dental Insurance: The CEO, merit, appointed, and non-railroad hourly employees and their dependents receive health insurance coverage through the State Employees Health Insurance Plan (SEHIP). Dental and prescription drug coverage is included. There is a minimal employee cost share that can be further reduced by use of several discounts available to the employee (i.e. an annual wellness screen, tobacco use or not, and a spousal waiver if the spouse has other health insurance available). As an example; the current employee cost share for family coverage, regardless of size, with all discounts in place is approximately \$254 per month (\$127 per pay period). Coverage begins on the first day of employment.

Pre-retirement death benefits: In the unfortunate event of pre-retirement death, there are two pre-retirement death benefits. The first is a payment from the Port Authority equal to the previous fiscal year's salary to the beneficiary or estate. The second is a small life insurance policy paid for by the Port Authority in the amount of \$25,000 with an additional \$25,000 accidental death benefit.

Please feel free to contact me at 251-441-7004 or Danny.Barnett@ALPorts.com with any questions or clarification.

P.O. Box 1588 · Mobile, AL 36633
 Office: 251.441.7200 · Fax: 251.441.7215
 ALports.com



Updated November 14, 2023 to capture CY 2024 rate changes

Memo to file:

This memo is presented to clarify the methodology put in place by the Director in 2016 regarding the SEIB employee health and dental cost share calculations for salaried employees (merit, appointed and certain TRR Mgrs).

Currently there are (3) unique employee gross premiums invoiced monthly by SEIB:

- Single coverage \$145mo
- Family w/o Spouse \$335mo
- Family w/Spouse \$500mo

Dental coverage, which had been included under the health plan for decades, became a separate policy due to the coverage caps. The Authority continues to pay the employee premium with a percentage of the family coverage borne by the employee.

The percentage of base coverage expense borne by the employee:

- 25% for anyone at less than \$30,000 annual
- 50% for anyone between \$30,001 & \$60,000
- 75% for anyone between \$60,001 & \$90,000
- 100% for anyone over \$90,001

To calculate the specific employee's cost share, determine which gross premium above applies, add \$9 for the family dental premium if applicable (\$24 Family minus \$15 EE = \$9) , deduct any discounts applied, multiply by the salary based percentage (25%, 50%, 75% or 100%).

The current monthly discounts available for the employee and spouse are as follows:

- Non-Tobacco use (employee) \$65
- Non-Tobacco use (spouse) \$65
- Annual Wellness (employee) \$50
- Annual Wellness (spouse) \$50
- Spousal Surcharge (waiver) \$25
- Possible discounts \$255

The following premium examples are with all possible 2024 employee and spouse discounts applied (wellness, non-tobacco, and spousal surcharge waiver).

P.O. Box 1588 • Mobile, AL 36683
Office: 251.441.7200 • Fax: 251.441.7216
ALports.com

Example #1 - Family without spouse < \$30k
Family w/o Spouse coverage \$335.00
Family dental..... \$ 24.00
Gross monthly premium.....\$359.00
Max discounts available..... (\$105.00)
Base coverage.....\$254.00
25% Employee cost share..... \$63.50mo / \$31.75sm

Example #2 - Family with the spouse < \$30k
Family w/spouse.....\$500.00
Family dental.....\$ 24.00
Gross monthly premium.....\$524.00
Max discounts available..... (\$255.00)
Base coverage \$269.00
Employee's 25% cost share.....\$67.25mo / \$33.63sm

Example # 3- Family without spouse \$30k-\$60k
Family w/o Spouse..... \$335.00
Family dental..... \$ 24.00
Gross monthly premium.....\$359.00
Max discounts available (\$105.00)
Base coverage.....\$254.00
Employee's 50% cost share..... \$127.00mo / \$63.50sm

Example #4 – Family with spouse \$30k-\$60k
Family w/spouse.....\$500.00
Family dental.....\$ 24.00
Gross monthly premium.....\$524.00
Max discounts available (\$255.00)
Base coverage \$269.00
Employee's 50% cost share.....\$134.50mo / \$67.25sm

Example #5 – Family w/o spouse \$60k-90k
Family w/o Spouse..... \$335.00
Family dental..... \$ 24.00
Gross monthly premium.....\$359.00
Max discounts available..... (\$105.00)
Base coverage.....\$254.00
Employee's 75% cost share.....\$190.50mo / \$95.25sm

Example #6 – Family w/spouse \$60k-90k
 Family w/spouse.....\$500.00
 Family dental.....\$ 24.00
 Gross monthly premium.....\$524.00
 Max discounts available..... (\$255.00)
 Base coverage \$269.00
 Employee's 75% cost share.....\$201.75mo / \$100.88sm

Examples below of an Employee's monthly premium at each salary tier with no discounts.

Base salary	Family Health	Family Dental	
< \$30,000			25% w/no discounts
w/o spouse	\$335	\$24	\$89.75mo / \$44.88sm
w/spouse	\$500	\$24	\$131.00mo / \$65.50sm
\$30,001 to \$60,000			50% w/no discounts
w/o spouse	\$335	\$24	\$179.50mo / \$89.75sm
w/spouse	\$500	\$24	\$262.00mo / \$131.00sm
\$60,001 to \$90,000			75% w/no discounts
w/o spouse	\$335	\$24	\$269.25mo / \$134.63sm
w/spouse	\$500	\$24	\$393.00mo / 196.50sm
Over \$90,001			100% w/no discounts
w/o spouse	\$335	\$24	\$359.00mo / \$179.50sm
w/spouse	\$500	\$24	\$524.00mo / \$262.00sm

**ALABAMA STATE PORT AUTHORITY
SECTION 457(f) RETENTION AGREEMENT
FOR
JOHN DRISCOLL**

THIS AGREEMENT, is made and effective this 1st day of June 2024 (the “Effective Date”), by and between the **ALABAMA STATE PORT AUTHORITY**, a state agency organized and existing under the laws of the State of Alabama (the “Employer”), and **JOHN DRISCOLL**, an individual and resident of the State of Alabama (the “Employee”), as follows:

WHEREAS, the Employer and the Employee are parties to that certain Employment Agreement dated June 1, 2024 (the “Employment Agreement”)

WHEREAS, the Board of Directors of the Employer (or a duly authorized committee thereof) (the “Board”) has approved and authorized the deferred compensation benefits that will be provided to the Employee pursuant to this Agreement;

WHEREAS, the Employer desires to encourage the Employee to remain employed by the Employer pursuant to the Employment Agreement until at least 12:01 a.m., Central Daylight Time, on the date that is the fourth anniversary of the Effective Date of the Employment Agreement, which will be June 1, 2028 (the “Vesting Date”);

WHEREAS, in consideration of the Employee’s continued service to the Employer, the Employer has agreed to provide the Employee with certain benefits as more particularly described herein;

WHEREAS, the benefits provided to the Employee pursuant to this Agreement are in addition to, and not in lieu of, any salary, compensation, bonus, or any other benefit to which Employee is entitled as a result of his employment by the Employer;

WHEREAS, the rights of the Employee to the retention benefits provided hereunder shall, at all times, be those of an unsecured creditor; and

WHEREAS, it is also intended that this Agreement be governed by and administered in accordance with Section 457(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and that the deferred compensation benefits provided herein shall be subject to a substantial risk of forfeiture for purposes of Section 457(f) of the Code and for purposes of Section 409A of the Code.

NOW THEREFORE, in consideration of the above premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, the Employer hereby establishes and adopts this Alabama State Port Authority Section 457(f) Retention Agreement for John Driscoll, as an unfunded arrangement to provide retention benefits to the Employee pursuant to this Agreement.

1. Purpose. This Agreement is intended to be an unfunded arrangement for tax purposes to encourage the Employee to remain employed by the Employer at least until the Vesting Date.

2. Retention Benefits. The Employer shall establish a special bookkeeping account in the name of the Employee and shall credit such account (the "Account") with Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750) on the first anniversary of Effective Date and on each subsequent anniversary of the Effective Date, ending with the fourth anniversary of the Effective Date. Upon the Employee's termination of employment with the Employer for any reason whatsoever, there shall be no additional amounts credited to the Account.

3. Payment and Forfeiture of the Retention Benefits. (a) The Employee's right to payment of the retention benefits provided hereunder shall be subject to a substantial risk of forfeiture for purposes of Sections 457(f) and 409A of the Code. Accordingly, except as otherwise provided below in this Section 3, all rights of the Employee to the amounts credited to the Account and any right to receive payment of the retention benefits hereunder shall be contingent upon the Employee serving continuously as an employee of the Employer until the Vesting Date. Until such time as the foregoing condition is satisfied, any and all amounts which remain credited to the Account shall remain the property of the Employer subject to the claims of its creditors. In the event the Employee remains continuously employed by the Employer until the Vesting Date, then payment of the amounts credited to the Account shall be made to the Employee in a single, lump sum payment as soon as administratively feasible following the Vesting Date but not later than 30 days thereafter.

(b) In the event the Employee fails to remain continuously employed by the Employer until the Vesting Date, any and all amounts credited to the Account shall be forfeited and the Employee shall not be entitled to receive payment of any amount pursuant to this Agreement. Notwithstanding the foregoing, in the event the Employee's employment with the Employer terminates prior to the Vesting Date as a result of (a) the Employee's death, (b) the Employee's Disability (as defined in the Employment Agreement), or (iii) the Employee's involuntary termination of employment by the Employer for reasons other than for Cause (as defined in the Employment Agreement), then the Employee shall become immediately vested in amounts then credited to the Account, and payment of all the amounts then credited to the Account shall be made to the Employee (or the Employee's beneficiary(s) as the case may be) as soon as administratively feasible following such termination of employment but not later than 30 days thereafter.

4. Designation of Beneficiary. Upon the Employee's death, any payments otherwise due to the Employee pursuant to this Agreement shall be paid to the Employee's beneficiary(s) (as set forth in the Employee's Beneficiary Designation Form attached hereto as Exhibit "A") in one lump sum in accordance with Section 3 hereinabove. In the absence of a valid beneficiary designation by the Employee, any such payment shall be made to the Employee's estate.

5. Plan Administration.

(a) Administrator. This Agreement shall be administered by the Board or its duly authorized designee, which initially shall be the Chief Financial Officer of the Employer (the "Plan Administrator"). The Plan Administrator shall also be the named fiduciary with respect to this Agreement.

(b) Administrator's Powers and Duties. The Plan Administrator shall have the discretionary authority to construe and interpret the provisions of this Agreement and determine eligibility for benefits hereunder. The Plan Administrator shall have the powers and duties to: (i) adopt, amend, or revoke rules and regulations for the administration of this Agreement, provided they are not inconsistent with the provisions hereof, (ii) provide appropriate parties with such terms, reports, descriptions and statements as may be required by law, within the times prescribed by law and to make them available for examination by the Employee and his beneficiaries when required by law, (iii) take such other action as may reasonably be required to administer this Agreement in accordance with its terms or as may be provided for or required by law, (iv) withhold applicable taxes and file with the Internal Revenue Service appropriate information returns, with respect to distributions made hereunder, and (v) appoint and retain such persons as may be necessary to carry out the functions of the Plan Administrator.

6. Claims for Benefits.

(a) Submission of Claim. Claims for benefits under this Agreement shall be submitted to the Plan Administrator.

(b) Claims Procedure. Plan Administrator shall notify any person or entity that makes a claim for benefits under this Agreement (the "Claimant") in writing, within 90 days of Claimant's written application for benefits, of his or her eligibility or non-eligibility for benefits under this Agreement. If the Plan Administrator determines that the Claimant is not eligible for benefits or full benefits, the notice shall set forth (i) the specific reasons for such denial, (ii) a specific reference to the provisions of this Agreement on which the denial is based, (iii) any internal protocols the Plan Administrator relied upon in making its determination, (iv) the right to review any documents created or received by the Plan Administrator during the review process and documents relevant to the claim whether or not relied upon by the Plan Administrator, (v) a description of any additional information or material necessary for the Claimant to perfect his or her claim and a description of why it is needed, and (vi) an explanation of this Agreement's claims review procedure and other appropriate information as to the steps to be taken if the Claimant wishes to have the claim reviewed. If the Plan Administrator determines that there are special circumstances requiring additional time to make a decision, the Plan Administrator shall notify the Claimant of the special circumstances and the date by which a decision is expected to be made, and may extend the time for up to an additional 90 days.

(c) If the Claimant is determined by the Plan Administrator not to be eligible for benefits, or if the Claimant believes that he or she is entitled to greater or different benefits, the Claimant shall have the opportunity to have such claim reviewed by the Plan Administrator by

filing a petition for review with the Plan Administrator within 60 days after receipt of the notice issued by the Plan Administrator. Said petition shall state the specific reasons that the Claimant believes entitle him or her to benefits or to greater or different benefits. Within 60 days after receipt by the Plan Administrator of the petition, the Plan Administrator shall afford the Claimant (and counsel, if any) an opportunity to present his or her position to the Plan Administrator orally or in writing, and the Claimant (or counsel) shall have the right to review the pertinent documents. The Plan Administrator shall notify the Claimant of its decision in writing within such period, stating specifically the basis of its decision, written in a manner to be understood by the Claimant and the specific provisions of the Agreement on which the decision is based. If, because of the need for a hearing, the 60-day period is not sufficient, the decision may be deferred for up to another 60 days at the election of the Plan Administrator, but notice of this deferral shall be given to the Claimant.

7. Unsecured Promise. The Employee, his or her beneficiary(s), and any other person or persons having or claiming a right to payments under this Agreement shall rely solely on the unsecured promise of the Employer set forth herein, and nothing in this Agreement shall be construed to give the Employee, his or her beneficiary(s), or any other person or persons any right, title, interest, or claim in or to any specific assets, fund, reserve, account (including the Account), or property of any kind whatsoever owned by the Employer or in which it may have any right, title, or interest now or in the future; but the Employee shall have the right to enforce his or her claim against the Employer in the same manner as any unsecured creditor.

8. No Effect on Other Benefits. The retention benefits payable under this Agreement shall be independent of, and in addition to, any other benefits or compensation of any sort, payable to or on behalf of the Employee under or pursuant to any other arrangement sponsored by the Employer or any other agreement between the Employer and the Employee.

9. Forfeiture and Clawback in the Event of Breach. If Employee breaches any restrictive covenants, including but not limited to the provisions of Section 6, contained in the Employment Agreement, in addition to any other remedies available at law or in equity, Employee shall forfeit any and all retention benefits to which Employee would otherwise be entitled under this Agreement, and the Employee shall repay immediately any and all payments received hereunder to Employer.

10. No Contract of Employment. This Agreement shall not be deemed to constitute a contract of employment between the Employer and the Employee, or to be a consideration or an inducement for the employment of the Employee. Nothing set forth in this Agreement shall be deemed to give the Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge the Employee at any time regardless of the effect which such discharge shall or may have upon him under this Agreement.

11. Non-Assignability and Non-Alienation. In no event will the retention benefits under this Agreement be subject to the claims of creditors of the Employee or any person claiming by or through the Employee, and the retention benefits provided hereunder will not be subject to attachment, garnishment, or any other legal process. Neither the Employee nor any person claiming by or through him may assign, sell, borrow on, or otherwise encumber any of such Employee's beneficial interest under this Agreement nor shall any such interest be in any manner liable for or

subject to the deeds, contracts, liabilities, engagements, or torts of the Employee or any person claiming by or through the Employee.

12. Applicable Law. Except to the extent preempted by federal law, the provisions of this Agreement shall be construed in accordance with the laws of the State of Alabama.

13. Facility of Payment. In making any distribution or payment to or for the benefit of any minor or incompetent person, the Employer in its sole discretion, may, but need not, direct such distribution to be made to a legal or natural guardian or other relative of such minor or court appointed committee of such incompetent, or to any adult with whom such minor or incompetent temporarily or permanently resides, and any such guardian, committee, relative or other person shall have full authority and discretion to expend such distribution or payment for the use and benefit of such minor or incompetent. The receipt of such guardian, committee, relative or other person shall be a complete discharge of the Employer without any responsibility on its part to see to the application thereof.

14. Severability. In the event that any provision of this Agreement shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, and this Agreement shall be construed and enforced as if such illegal and invalid provisions had never been set forth herein.

15. Tax Withholding. The Employer may withhold from any payment under this Agreement any federal, state or local taxes required by law to be withheld with respect to the payment and any sum the Employer may reasonably estimate as necessary to cover any taxes for which it may be liable and that may be applicable to the payment.

16. Administrative Expenses. All expenses incurred in the administration of this Agreement shall be paid by the Employer.

17. Headings. The headings and subheadings used in this Agreement are inserted for convenience of reference only and are not to be used in construing this Agreement or any provisions herein.

18. Section 409A of the Code. It is intended that the retention benefits provided for under this Agreement shall be exempt from the application of Section 409A of the Code under the short-term deferral exemption set forth in Treasury Regulation Section 1.409A-1(b)(4). Accordingly, the terms and conditions of this Agreement shall, at all times, be interpreted and administered in a manner such that the retention benefits provided hereunder remain exempt from the application of Section 409A of the Code under the short-term deferral exemption described above. Notwithstanding the foregoing, the Employer makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Employer be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

19. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring to this Agreement and signed by the parties hereto. In addition, any modification, amendment or waiver that would result in an impermissible acceleration or delay (under Section 409A of the Code or otherwise) in the

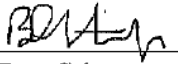
payment of the retention benefits provided hereunder shall be automatically void, invalid and of no force and effect. Furthermore, any modification, amendment or waiver that would result in the retention benefits provided under this Agreement to become subject to Section 409A of the Code shall be automatically void, invalid and of no force and effect.

20. **Advice of Counsel and Taxes.** Employee acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. In addition, Employee acknowledges that he shall be solely responsible for the payment of any income and/or other taxes that may result from this Agreement, including but not limited to any interest, penalties and/or excise taxes that may be assessed against the Employee under the Code or any state or local statute, regulation, or rule.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

ALABAMA STATE PORT AUTHORITY

By:  _____
Ben Stimpson
As its Chairman

 _____
John Driscoll

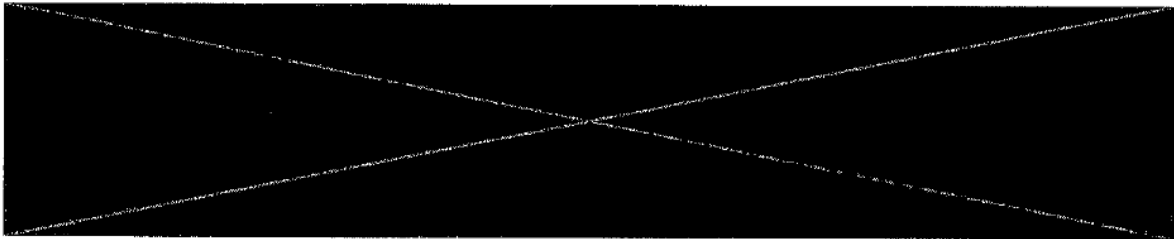
**ALABAMA STATE PORT AUTHORITY
SECTION 457(f) RETENTION AGREEMENT
FOR JOHN DRISCOLL**

Exhibit "A"

Beneficiary Designation Form

1. PRIMARY BENEFICIARIES. I hereby designate the following as my Primary Beneficiaries:

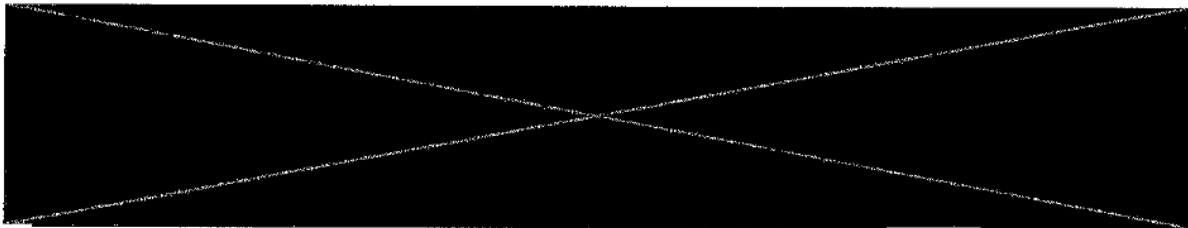
NAME	ADDRESS	PERCENT
------	---------	---------



100%

2. CONTINGENT BENEFICIARIES. I hereby designate the following as my Contingent Beneficiaries:

NAME	ADDRESS	PERCENT
------	---------	---------



100%

3. EFFECT OF DEATH OF BENEFICIARIES. I hereby designate that:

(a) if some, but less than all, of my Primary Beneficiaries predecease me, any benefit which would have been paid to my deceased Primary Beneficiaries upon my death shall be paid to my surviving Primary Beneficiaries in equal shares;

(b) if all of my Primary Beneficiaries predecease me, but none of my Contingent Beneficiaries predecease me, any benefit which would have been paid to my Primary Beneficiaries upon my death shall be paid to my Contingent Beneficiaries in the percentages designated above;

(c) if all of my Primary Beneficiaries and some but less than all of my Contingent Beneficiaries predecease me, any benefit which would have been paid to my deceased Primary and Contingent Beneficiaries upon my death shall be paid to my surviving Contingent Beneficiaries in equal shares; and

(d) if all of my Primary Beneficiaries and all of my Contingent Beneficiaries predecease me, any benefit payable from the Agreement upon my death shall be paid to my estate.

4. REVOCATION OF PREVIOUS DESIGNATION. This Beneficiary Designation Form revokes any Designation of Beneficiary Form which I may have previously executed with respect to the Agreement.

5. REVOCATION OF THIS DESIGNATION. I hereby acknowledge that I may change this designation only by signing and delivering a new Beneficiary Designation Form to the Employer prior to my death.

WITNESS:

John Driscoll

Date

ACKNOWLEDGEMENT OF EMPLOYER:

By: _____

Its: _____

**RESOLUTION NO. 2025-23
OF THE BOARD OF DIRECTORS OF THE ALABAMA STATE PORT AUTHORITY
ESTABLISHING THE DIRECTOR'S SALARY AND
OTHER BENEFITS OF EMPLOYMENT EFFECTIVE JUNE 1, 2025**

WHEREAS, under Alabama law, the Board of Directors (the "Board") of the Alabama State Port Authority (the "Authority") is vested with the responsibility of appointing a Director as the chief executive officer of the Authority and fixing the terms and conditions of the Director's employment, including salary and other benefits; and

WHEREAS, the Board first appointed John Driscoll ("Driscoll") as Director effective June, 2020 and approved an employment agreement providing for an initial base compensation and for annual reviews and adjustments to such base compensation; and

WHEREAS, the Board approved a second employment agreement, effective June 1, 2024 (the "Current Employment Agreement"), to continue Driscoll's employment for a period of four years at an initial base compensation of \$443,620 and providing for annual reviews and adjustments to such base compensation; and

WHEREAS, the Chairman and Legal Committee of the Board have recommended to the Board that effective June 1, 2025, Driscoll's annual salary as Director be increased by approximately 3.5% to \$459,147;

WHEREAS, such salary is in addition to the remainder of the Director's compensation package as provided in his employment agreement and to any incentive compensation adjustment as determined by the Board;

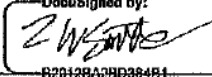
WHEREAS, the Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry and wishes to adopt a resolution accepting and approving the recommendation of the Legal Committee as aforesaid;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:


1. Unless and until further action is taken by the Board, for all services rendered by Driscoll while employed by the Authority, the Authority shall pay him the following compensation:
 - a. Commencing June 1, 2025, total annual salary for services to be rendered shall be \$459,147 and shall be paid on a semi-monthly basis;
 - b. Such other benefits of employment as are provided to merit system employees of the Authority, as modified and supplemented by Driscoll's employment agreement, including, but not limited to, retirement benefits, sick and annual leave, and insurance benefits.
2. The Board hereby finds such salary and compensation to be reasonable after giving due consideration to the salaries of comparable positions in other states and in private industry.

Done this 20th day of May, 2025 in Mobile, Alabama.

**ALABAMA STATE PORT AUTHORITY
BOARD OF DIRECTORS**

DocuSigned by:

By _____
B20128A29D38481...
Zeke Smith
Its: Chairman

ATTEST:

By 
Chris Ransom
Its: Secretary-Treasurer

11046877

Separation and Release of Claims Agreement

This Separation and Release of Claims Agreement (“Agreement”) is entered into by and between the Alabama State Port Authority, an agency of the State of Alabama (“Employer”), and John Driscoll, an individual resident of the State of Alabama (“Employee”), (collectively, the “Parties”) for the purpose of facilitating an amicable separation of Employee’s employment in accordance with the terms set forth in this Agreement.

WHEREAS Employee is employed as the Director and Chief Executive Officer of the Employer pursuant to an Employment Agreement dated June 1, 2024 (the “Employment Agreement”) and that certain Retention Agreement dated June 1, 2024 (the “Retention Agreement”);

WHEREAS, pursuant to Section 5(c) of the Employment Agreement, the Employer has the right to terminate the Employee without cause upon thirty (30) days’ written notice, subject to the Employee’s right in such circumstance to receive certain payments under the Employment Agreement and the Retention Agreement;

WHEREAS the Parties acknowledge and agree that the Chairman of the Board of Directors of the Employer has provided notice of his intent to recommend to the Board of Directors of the Employer that it terminate Employee’s employment under Section 5(c) of the Employment Agreement;

WHEREAS Employee wishes to resign from employment and retire in lieu of a Board vote on termination, which will provide financial and other benefits to Employee to which Employee would not be entitled upon termination;

WHEREAS Employer agrees to allow Employee to resign effective August 26, 2025, in exchange for the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. **Separation.** The Employee's last day of employment with Employer is August 26, 2025 (the “Separation Date”). Except as otherwise set forth in this Agreement, the Separation Date will be the employment termination date for Employee for all purposes, meaning Employee will no longer be entitled to any further compensation other than that which accrues to Employee prior to the Separation Date, except as set forth in Section 2 below, and the Employment Agreement and the Retention Agreement will be terminated effective upon the Separation Date; provided, however, that Sections 6 (Confidentiality), 7 (Remedies), 8 (Assistance with Litigation), 9 (Return of Property), 11 (Non-Solicitation of Employees or Contractors), 12 (Non-Disparagement), 13 (Income Tax), and 15 (IRC Sections 457 and 409A) of the Employment Agreement, and Sections 13 (Facility of Payment), 15 (Tax Withholding), 16 (Administrative Expenses), and 18 (Section 409A of the Code) of the Retention Agreement, shall survive the termination of the Employment Agreement and Retention Agreement and remain in effect.

2. **Separation Benefits.** Contingent upon and as consideration for Employee's timely execution and performance of his obligations under this Agreement, Employer agrees to provide the following benefits:

- (a) The sum of \$443,620, less applicable taxes and withholdings required by law, which represents an amount equal to twelve (12) months of Employee's current annual base salary, to be paid in regular installments for a period of eighteen (18) months in accordance with Employer's usual payroll practices beginning on the first pay period following the Separation Date; and
- (b) The sum of \$131,250, less applicable taxes and withholdings required by law, which represents the amount of three years of retention benefits credited under the Retention Agreement, to be paid in regular installments for a period of eighteen (18) months on the first pay period following the Separation Date; and
- (c) If the Employee timely and properly elects COBRA continuation coverage under Employer's group health plan, Employer will reimburse Employee for COBRA premiums until the earlier of: (i) the expiration of eighteen (18) months following the Separation Date; or (ii) the date the Employee becomes covered under a group health plan. Employer will issue Employee a Form 1099 for such amounts; and
- (d) Payment for Employee's accrued and unused vacation and sick leave to be paid on the first pay period following the Separation Date.

3. **Waiver and Full and Final Release of Claims.** In exchange for the consideration provided in this Agreement, Employee and his heirs, executors, administrators and assigns (collectively the "Releasers") forever waive, release and discharge Employer including Employer's parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all of their respective officers, directors, employees, and trustees, in their corporate and individual capacities (collectively, the "Releasees") from any and all claims, demands, causes of action, damages, obligations, judgments, rights, fees, damages, debts, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Employee has ever had against Employer by reason of any actual or alleged act, omission, transaction, practice, conduct, contract, occurrence or other matter up to and including the date of his execution of this Agreement, including, but not limited to any and all claims under existing contract, or under Federal, state or local law (statutory, common law, regulatory or otherwise) that may be legally waived and released.

4. **Return of Property.** Employee must return all Employer property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other Employer property in Employee's possession. Employee also agrees

to return any Employer Information stored electronically or otherwise on Employee's property including laptops, computers, mobile phones, or any electronic device.

5. **Non-Interference.** Employee agrees that following the Separation Date he will not communicate with current or former employees, officers, or directors, customers, vendors of Employer except to state that he voluntarily resigned effective August 26, 2025, or except as expressly requested and authorized by Employer's Chairman of the Board of Directors to assist Employer with business matters of which Employee has relevant knowledge or information.

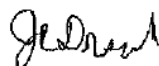
6. **Non-Disparagement.** Employee agrees that he will not make, publish, or communicate to any person or entity or in any public forum disparaging statements (including to current, former, or prospective Employer customers, contractors, vendors, or employees, or to any media representatives or any other person or entity) about Employer, and any of its officers, directors, or employees. Employer agrees that the members of the Board of Directors and senior executives will not make, publish, or communicate to any person or entity or in any public forum disparaging statements (including to current, former, or prospective Employer customers, contractors, vendors, or employees, or to any media representatives or any other person or entity) about Employee.

7. **Consequences of Breach.** Employee understands and acknowledges that strict adherence to the non-interference and non-disparagement terms of this Agreement is required, that such terms are material terms of this Agreement, and that Employer would not have agreed to this Agreement but for these promises of non-interference and non-disparagement. As such Employee understands and agrees that, in the event of a breach of these terms by Employee, Employer has the right to immediately cancel any remaining obligations under Section 2 of this Agreement. If Employee breaches any terms of this Agreement, to the extent authorized by Alabama law, Employee will be responsible for payment of all reasonable attorneys' fees and costs that Employer incurred enforcing the terms of this Agreement. In the event of a breach of this Agreement by Employer, Employee shall be entitled to pursue all remedies available at law or in equity and to the benefits set forth in Section 2.

7. **Mutual Communication Clause.** The Parties agree that any communication made regarding Employee's departure from the Employer shall state that Employee has retired based on family considerations and the separation was amicable and by mutual agreement. Neither Party shall make any disparaging or negative statements about the other in relation to the departure, and will, if asked, state that the Employee "retired based on family considerations" or an equivalent mutually agreed-upon phrasing.

8. **Knowing and Voluntary Acknowledgement.** Employee represents and agrees he has carefully read and fully understands all the provisions of this Agreement and that he is voluntarily entering into this Agreement.

9. Construction and Entire Agreement. The Parties agree this Agreement shall be governed by and is to be construed in accordance with the law of the State of Alabama without regard to its or any state's choice of law rules. This Agreement supersedes, terminates, and replaces all previous or contemporaneous written or oral communications or agreements relating to Employee's employment.



JOHN DRISCOLL

ALABAMA STATE PORT AUTHORITY

By:  _____

As its Chairman of the Board of Directors