

**AMENDMENT TO THE  
MOBILE AIRPORT AUTHORITY  
SECTION 457(f) RETENTION AGREEMENT FOR  
THOMAS CHRISTOPHER CURRY**

**THIS AMENDMENT** is made and effective this 26<sup>th</sup> day of April, 2024 (the “Effective Date”), by and between **MOBILE AIRPORT AUTHORITY**, a public corporation organized and existing under the laws of the State of Alabama (the “Employer”), and **THOMAS CHRISTOPHER CURRY**, an individual and resident of the State of Alabama (the “Employee”) (collectively, the “Parties”), as follows:

**WHEREAS**, the Parties entered into that certain Section 457(f) Retention Agreement, dated April 1, 2019, (the “Agreement”);

**WHEREAS**, the Agreement provides for \$375,000 in cash retention benefits (“the Retention Benefits”) to the Employee in the event he remains continuously employed by the Employer through April 1, 2024 subject to forfeiture and clawback if the Employee does not comply with certain covenants as described in Section 9 of the Agreement; and

**WHEREAS**, in accordance with Section 9 of the Agreement, the parties acknowledge and agree that the Retention Benefits should be reduced by \$50,000 and desire to amend the Agreement to reflect such reduction to the Retention Benefits.

**NOW THEREFORE**, in consideration of the above premises and the mutual covenants hereinafter set forth, faithfully to be kept by the parties hereto, the Parties do hereby agree as follows:

1. Section 2 of the Agreement shall be amended to add the following sentence to the end thereof:

“Effective as of April 1, 2024, the Account shall be reduced by an amount equal to \$50,000, such that the total amount payable in the form of Retention Benefits to the Employee pursuant to Section 3 shall not exceed \$325,000.”

2. The Employee hereby acknowledges and agrees that: (1) according to Section 9 of the Agreement, the Employee forfeited a portion of the Retention Benefits and such forfeiture was reasonable and proper and (2) the payment of the Retention Benefits received by the Employee remains subject to the terms and conditions of the Agreement, including but not limited to, the forfeiture and clawback provisions of Section 9 of the Agreement.

3. In exchange for payment of the amount set forth in Section 2 of the Agreement, as amended, the Employee, on his own behalf and on behalf of his heirs, beneficiaries, spouses, dependents, executors, successors and assigns, and anyone claiming by, through or under him, agrees to and does hereby irrevocably and unconditionally release, remise, hold harmless and forever discharge the Employer and its officers, directors, shareholders, agents, employees, servants, insurers, predecessors, affiliates, subsidiaries, contractors, supervisors, representatives, trustees, attorneys, employee benefit plans, successors and assigns, and any other person or entity acting by, through, under or in concert with any of them (collectively, the “Released Entities”), from any and all claims, causes of action, agreements, damages, demands, economic loss, fees, liabilities, obligations, responsibilities, taxes, fines, penalties, interest and expenses, including, but not limited to, attorneys’ fees and the costs of litigation, (collectively “Claims”) of any kind or nature whatsoever, whether at law or in equity, whether known or unknown, whether suspected or unsuspected, whether accrued or unaccrued, whether contingent or certain, which the Employee now has or which may arise out of,

relate to or accrue on account of the events, circumstances, or occurrences related to or in connection with the Agreement. The Employee represents that he will not file any lawsuit against the Released Entities based on any occurrence, action, or omission related to or in connection with the Agreement.

4. The Employee agrees that he will not make, post, or publish any disparaging, degrading, critical, or otherwise make negative comments or otherwise disparage the Employer or its officers, directors, employees, shareholders, agents or products other than in the good faith performance of the Employee's duties to the Employer while the Employee is employed by the Employer. Additionally, the Employer and Employee hereby knowingly and expressly disclaim the applicability of the Alabama Non-Disparagement Obligations Act (Ala. Code § 8-1-220, et seq.). Moreover, notwithstanding the foregoing, nothing in this Paragraph 4 is intended to or will be used or applied in any way to limit or interfere with Employee's rights to communicate or cooperate with, or provide information to, a governmental agency or entity such as the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, state or federal agencies with regulatory authority over the Employer, or other similar federal or state administrative agencies, as provided for, protected under or warranted by whistleblower or other provisions of applicable law or regulation. The Employee acknowledges that, if the Employee violates of any of the covenants contained in this Paragraph 4, then the Employee shall immediately repay to the Employer any and all Retention Benefits received hereunder. The Employee further acknowledges that any such violation would cause irreparable damage to the Employer in an amount that would be material but not readily ascertainable, and that any remedy at law (including the payment of damages) would be inadequate. Accordingly, the Employee agrees that the Employer shall also be entitled (without the necessity of showing economic loss or other actual damage) to injunctive relief (including temporary restraining orders, preliminary injunctions and/or permanent injunctions) in any court of competent jurisdiction for any actual or threatened breach of any covenant set forth in this Paragraph 4 in addition to any other legal or equitable remedies it may have. The preceding sentence shall not be construed as a waiver of the rights that the Employer may have for damages under the Agreement or otherwise.

5. The Employee agrees to keep the terms of this Amendment entirely confidential and will not disclose the terms of this Amendment to any person or entity except for his spouse, attorney(s), and accountant or financial advisor, and any court or government agency that compels such disclosure. The Employee also agrees that, before disclosing the terms of this Amendment to any person, he will obtain the agreement of that person to comply with the confidentiality provision of this Amendment.

6. This Amendment shall be deemed jointly prepared and shall not be construed against the party(ies) preparing it, but shall be construed as if it were prepared jointly by the Employee and the Employer, and any uncertainty or ambiguity, or both, shall not be interpreted against any person or entity.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

8. Employee acknowledges that, in executing this Amendment, 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 Amendment. In addition, Employee acknowledges that he shall be solely responsible for the payment of any income and/or other taxes that may result from the Agreement (which shall include this Amendment) and the receipt of the Retention Benefits thereunder, 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.

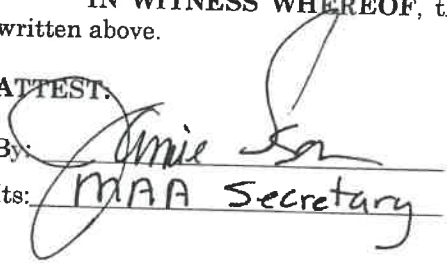
**[signature page follows]**

IN WITNESS WHEREOF, the Parties have signed this Amendment as of the date first written above.

ATTEST:

By:


Its:

  
MAA Secretary

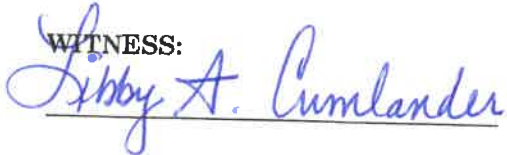
MOBILE AIRPORT AUTHORITY


By:

Its:

  
CHAR - GARC COMMITTEE  
PLAN ADMINISTRATOR

WITNESS:

  
Libby A. Cumlander

  
Thomas Christopher Curry