LINE OF CREDIT AGREEMENT

July __, 2026

By

BALDWIN COUNTY, ALABAMA

and

REGIONS BANK

Regarding

$10,000,000
General Obligation Warrant
(Federally Taxable Revolving Line of Credit)
Series 2026

This Line of Credit Agreement was prepared by Barry A. Staples and K. Elizabeth Campbell of Maynard Nexsen PC, 1901 Sixth Avenue North, Suite 1700, Birmingham, Alabama 35203.

LINE OF CREDIT AGREEMENT

This **LINE OF CREDIT AGREEMENT** (this "Agreement") is made by **BALDWIN COUNTY, ALABAMA**, a political subdivision under the laws of the State of Alabama (the "County"), and **REGIONS BANK,** a state banking corporation, as Warrantholder (the "Warrantholder").

Recitals

The County has requested the Warrantholder to make loans and line of credit facilities available to the County, as more particularly described herein, and the Warrantholder has agreed to make such loans and line of credit facilities so available to the County on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein, the County and the Warrantholder hereby agree as follows:

ARTICLE 1

Definitions

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(1) The terms defined in this Article have the meanings assigned to them in this Article. Singular terms shall include the plural as well as the singular and vice versa.

(2) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted GAAP.

(3) All references in this instrument to designated "articles", "sections" and other subdivisions are to the designated articles, sections and subdivisions of this instrument as originally executed.

(4) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision.

Advance means an advance of the proceeds of the Warrant.

Agreement means this Line of Credit Agreement as at any time amended, supplemented or restated.

Applicable Rate means a variable rate per annum equal to Term SOFR plus 62 basis points (0.62%), as determined on each Interest Rate Adjustment Date and as adjusted from time to time.

Business Day shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Alabama or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

Conforming Changes means, with respect to Term SOFR or any replacement index, any technical, administrative or operational changes to terms, matters or any conventions associated with Term SOFR or any Replacement Index, as applicable (including, any changes to the definition of Term SOFR, replacement index, Interest Period, timing and frequency of determining rates and making payments of interest, the definition of any business day, timing of borrowing requests or prepayment notices, conversion or continuation notices and the applicability and length of lookback periods or observation shifts, the applicability of breakage provisions, and any other technical, administrative or operational matters) as may be appropriate, in the discretion of the Warrantholder, to reflect the adoption and implementation of such applicable rate, and to permit the administration thereof by the Warrantholder in a manner substantially consistent with market practice (or, if the Warrantholder determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Warrantholder determines is reasonably necessary in connection with the administration of the Agreement and any other Financing Document).

County means Baldwin County, Alabama.

County Commission means the County Commission of Baldwin County, Alabama.

Default Rate shall mean the Applicable Rate plus three percent (3.0%).

Event of Default shall have the meaning assigned to that term in Article 6 of this Agreement.

Financing Documents means collectively each of the following documents as any of the same may at any time be amended, supplemented or restated:

(a) the following documents:

(i) the Warrant; and

(ii) this Agreement.

(b) all agreements, documents, guaranties, instruments, notes, notices and other writings now existing or hereafter incurred, contracted, or arising, which evidence, guarantee or provide security for the Obligations.

GAAP means generally accepted GAAP applied on a consistent basis, set forth in the Opinions of the GAAP County of the American Institute of Certified Public Accountants or in statements of the Financial Accounting Standards County and/or in such other statements by such other entity as the Warrantholder may approve, which are applicable in the circumstances as of the date in question, and the requirement that such principles be applied on a consistent basis shall mean that the GAAP observed in a current period are comparable in all material respects to those applied in the preceding period, subject to any change in the method of accounting permitted pursuant hereto. Unless otherwise indicated herein, all accounting terms will be defined according to GAAP.

Governing Law means, collectively:

(1) Section 11-81-51 of the Code of Alabama 1975;

(2) Chapter 28 of Title 11 of the Code of Alabama 1975; and

(2) The applicable provisions of the Constitution of Alabama of 2022, as amended, and the laws of the State of Alabama.

Governmental Purposes means, collectively, (i) those purposes further enumerated in Section 11-81-51 of the Code of Alabama 1975, including, without limitation, the payment of obligations arising from emergencies resulting from epidemics or floods or other forces of nature, and (ii) payment of the expenses of issuing the Warrant.

Indebtedness means (a) all indebtedness, whether or not represented by bonds, warrants, notes or other securities, for the repayment of borrowed money, (b) all leases, which, in accordance with generally accepted accounting principles, are to be capitalized, installment sale agreements and other similar obligations for the payment of the purchase price of property or assets purchased, (c) all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person or otherwise to assure a creditor against loss; (d) obligations secured by any Lien or other charge or encumbrance on property, whether or not the obligations have been assumed by or is a primary obligation of the County; (e) indebtedness and reimbursement obligations with respect to letters of credit issued for the account of the County and, without duplication, all drafts drawn thereunder; provided, however, that "Indebtedness" shall not include (i) trade payables and similar unsecured current obligations incurred in the ordinary course of business, (ii) deferred compensation payables, or (iii) any increase in the liabilities of the County as a result of unrealized losses on interest rate swap or hedge agreements.

Interest Period means each period commencing on the last day of the immediately preceding Interest Period and ending on the same day of the month that interest is due one month thereafter; provided (i) the first Interest Period shall commence on the date hereof and end on the first day thereafter that interest is due, (ii) any Interest Period that ends in a month for which there is no day which numerically corresponds to the last day of the immediately preceding Interest Period shall end on the last day of the month and (iii) any Interest Period that would otherwise extend past the maturity date of this Agreement shall end on the maturity date of this Agreement.

SIMFA Business Day means any day that is not (i) a Saturday, (ii) a Sunday, or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

SOFR means a rate per annum equal to the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

Term SOFR means with respect to any Interest Period the forward-looking term rate based on SOFR for a period comparable to the term of such Interest Period as published by the Term SOFR Administrator (or as published by such other comparable financial information reporting service used by Warrantholder, in its sole discretion, at the time such rate is determined) on the day that is two (2) SIFMA Business Days prior to the first day of such Interest Period (or if not so reported, then as determined by the Warrantholder from another recognized source, in Warrantholder's sole discretion), subject to any corrections published by the Term SOFR Administrator. In any event, Term SOFR will not be less than one percent (1.00%) per annum.

Term SOFR Administrator means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Term SOFR selected by the Warrantholder in its sole discretion).

<u>Lien</u> means any lien, mortgage, pledge, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

<u>Matters Contested in Good Faith</u> means matters (a) then being contested in good faith by appropriate proceedings diligently and continuously pursued, (b) the enforcement of which is effectively stayed during the period of the contest and (c) with respect to which the County obtains a payment bond of a corporate surety or establishes sufficient reserves.

<u>Maturity Date</u> means September 30, 2027.

<u>Person</u> shall include natural persons, sole proprietorships, corporations (which shall be deemed to include business trusts), limited liability companies and partnerships, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, governments (whether national, federal, state, county, city, municipal or otherwise) and any governmental instrumentality, division, agency, body or department.

<u>Prime Rate</u> shall mean the rate of interest announced from time to time by the Warrantholder as its commercial base or prime interest rate, with the understanding that the Warrantholder's base or prime interest rate is an interest rate established from time to time for lending purposes after taking into account such factors as the Warrantholder may in its sole discretion from time to time deem appropriate and is not necessarily the best or lowest rate offered by the Warrantholder.

<u>Warrant</u> means the County's General Obligation Warrant (Taxable Revolving Line of Credit), Series 2026, in principal amount of $10,000,000.

<u>Warrantholder</u> means Regions Bank and its successors and assigns.

ARTICLE 2

Findings and Representations

The County, upon evidence duly presented to and considered by it, does hereby find, determine and represent as follows:

(a) The County has the authority under the Constitution and the laws of the State of Alabama, including particularly the Governing Law, to issue the Warrant for the Governmental Purposes.

(b) It is necessary and desirable and in the public interest for the County to establish a line of credit and to issue the Warrant in evidence thereof to provide for the Governmental Purposes.

(c) The County is not in default with respect to any indebtedness of the County, and no such default is imminent.

(d) The total indebtedness of the County which will be outstanding upon the issuance of the Warrant and which will be chargeable against the limitation upon indebtedness for the County prescribed by Section 224 of the Constitution of Alabama of 2022, as amended, shall not exceed five percent (5.00%) of the assessed value of the taxable property in the County for the preceding fiscal year (ending September 30, 2025).

ARTICLE 3

Advances

Section 3.01 Conditions Precedent to Advances

The obligations of the Warrantholder to make an Advance on any date (including the dated date of this Agreement) are subject to the satisfaction of the conditions set forth below in this Section on and as of each date on which any such advance is to be made. Each request for an Advance hereunder shall constitute a representation and warranty by the County to the Warrantholder, as of the date of each such Advance, that the conditions in this Section have been satisfied.

(i) The County shall have paid all legal fees and expenses of Warrantholder's Counsel incurred in association with the issuance of the Warrant.

(ii) No Event of Default shall have occurred and be continuing and no event shall have occurred and be continuing which, upon notice or lapse of time, or both, would constitute an Event of Default.

(iii) The representations and warranties made by the County in this Agreement shall be true and correct.

(iv) The County shall have performed or observed all agreements, covenants, and conditions required by the Warrantholder to be performed or observed by the County.

(v) Any proceedings taken in connection with the performance and observance of the provisions of this Agreement shall be reasonably satisfactory to the Warrantholder.

(vi) The Chairman of the County Commission, the Director of Finance or the County Administrator shall certify to the Warrantholder, in a form acceptable to the Warrantholder, (i) that the conditions set forth herein have been satisfied with respect to the requested Advance, (ii) the amount of the requested Advance, and (iii) such other matters as the Warrantholder may reasonably request.

Section 3.02 Revolving Advances; Governmental Purposes

(a) Prior to the Maturity Date, and subject to and upon compliance with all applicable terms and conditions of this Agreement, and so long as no Event of Default shall have occurred and be continuing hereunder, the Warrantholder shall make Advances as requested by the Chairman of the governing body of the County, the Director of Finance, or the County Administrator. The aggregate amount of all Advances outstanding at one time hereunder shall not exceed $10,000,000. Except to the extent that funding of Advances is being administered through an automated cash management system mutually approved in writing by the County and the Warrantholder, each Advance shall be made upon not less than two Business Days' notice from the County to the Warrantholder.

(b) Advances may be repaid and re-advanced, so long as the total amount of Advances outstanding does not exceed $10,000,000.

(c) The proceeds of each Advance shall be applied by the County to provide for the Governmental Purposes.

ARTICLE 4

Authorization, Description and Form of Warrant

Section 4.01 Authorization and Description of Warrant; Warrant Fund

(a) The County shall borrow the amount of $10,000,000 in such amounts and at such times as shall be necessary for the Governmental Purposes, and the County shall issue therefor its General Obligation Warrant, Series 2026, in the following principal amount and of the following number, to the following financial institution to evidence a line of credit extended by such institution to the County for such purposes:

Warrant No.	Principal Amount	Institution
R-1	$10,000,000	Regions Bank

(b) The Warrant shall be dated the date of issuance; shall bear interest at the per annum rate or rates; shall be payable in installments of principal and interest in such amounts, at such times and in such manner; shall be subject to redemption prior to maturity; shall be subject to mandatory tender; and shall be registered and transferred; all as provided in the form of the Warrant attached hereto as ***Exhibit A***.

(c) The principal of and interest on the Warrant shall be payable in lawful money of the United States of America, at the principal office of the registered owner thereof, in Birmingham, Alabama, at par and without discount, exchange or deduction or charge therefor. The County hereby covenants and agrees to pay all bank charges for the Warrant.

(d) (i) The indebtedness evidenced and ordered paid by the Warrant shall be a general obligation of the County for the punctual payment of the principal of and interest on which the full faith, credit and taxing power of the County are hereby irrevocably pledged.

(ii) The Warrant is solely an obligation of the County and shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of the State of Alabama, or any other political subdivision thereof, or any other Person.

(e) There is hereby established a special fund designated the Warrant Fund (the "Warrant Fund") which shall be held and disbursed by the County. The County shall pay or cause to be paid into the Warrant Fund such sums as shall be sufficient to provide for the payment of the principal of and interest on the Warrant as it matures and comes due and shall use such funds deposited therein to make the payments of debt service on the Warrant as the same shall become due and payable.

(f) The Warrant shall be in substantially in the form attached hereto as ***Exhibit A***.

Section 4.02 Execution of Warrant by County

(a) On the date of delivery of the Warrant:

(1) The Chairman of the County Commission, each member of the County Commission, and the County Administrator are authorized and directed to execute, seal and attest the Warrant in the name and on behalf of the County; and

(2) The Chairman of the County Commission is authorized and directed to register the Warrant as a claim against the County and the Warrant Fund and to execute the Registration Certificate on the Warrant.

(b) Each Warrant bearing the signature of an officer or officers of the County on the date of execution thereof shall be a valid and binding obligation, notwithstanding that before the delivery and payment therefor, such officer or officers whose signatures appear thereon shall have ceased to be officers of the County.

Section 4.03 Issuance and Delivery of Warrant

Simultaneously with the execution and delivery of this Agreement, the County shall issue Warrant No. R-1 to Regions Bank. The Chairman of the County Commission and the County Administrator are hereby authorized and directed to effect delivery of the Warrant and in connection therewith deliver such closing papers containing such representations as are required to demonstrate the legality and validity of the Warrant, the absence of pending or threatened litigation with respect thereto, and the exemption of the interest on the Warrant from state income tax.

Section 4.04 Additional Terms Related to SOFR Rate

(a) If Warrantholder at any time or from time to time determines that (i) SOFR is unavailable, (ii) SOFR cannot be determined, (iii) SOFR does not adequately reflect the cost to Warrantholder of making, funding, or maintaining the Loan, (iv) the use of SOFR has become impracticable or unreliable, (e) SOFR is no longer representative of the underlying market or economic reality, or (v) it is no longer lawful for Warrantholder to lend at any rate based on SOFR (any such determination is hereafter called a "Trigger Event") then, Warrantholder may elect to designate a substitute interest rate index, which may be Term SOFR, Daily Simple SOFR, or an alternate index rate that has been selected by Warrantholder as the replacement for SOFR (the "Replacement Index"). If Warrantholder designates a Replacement Index, Warrantholder may also determine at such time or from time to time thereafter that a Margin adjustment is necessary to produce a comparable interest rate to the interest rate that would have applied based on the SOFR. Upon such determination, Warrantholder will designate the amount of such Margin adjustment (which may be a positive or a negative number) and adjust the Margin by that amount (and the result will be the "Adjusted Margin"). Warrantholder will provide notice to Borrower of the Replacement Index, any Margin adjustment, and the Adjusted Margin, as applicable. Commencing with the first interest rate change thereafter, the Replacement Index shall be deemed to be and shall become the operative interest rate index for purposes of this Agreement and any other loan documents, and this Agreement shall continue to bear interest on the unpaid principal amount through repayment thereof at the Replacement Index plus the Margin or the Adjusted Margin, as applicable (subject to (i) any interest rate floor set out in this Agreement and (ii) increase to or by any applicable default rate). In any event, the Replacement

Index will not be less than the greater of 1.00 percent (1.00%) per annum or any minimum index floor otherwise provided in this Agreement. The Replacement Index may not necessarily be the Warrantholder's most favorable lending rate or interest rate index. Any determination or designation made by Warrantholder under this paragraph shall be made in Warrantholder's sole and absolute discretion and shall be conclusive and binding absent manifest error.

(b) In connection with the implementation of a Replacement Index and, as applicable, the Adjusted Margin, Warrantholder will have the right from time to time, without any further action or consent of Borrower or any other party, to implement any technical, administrative, or operational changes that Warrantholder decides may be appropriate to reflect the adoption and implementation of such Replacement Index and, as applicable, the Adjusted Margin and to permit the administration thereof by Warrantholder in a manner substantially consistent with market practice (or, if Warrantholder determines that adoption of any portion of such market practice is not administratively feasible or if Warrantholder determines that no market practice for the administration of such Replacement Index and, as applicable, the Adjusted Margin exists, in such other manner of administration as Warrantholder decides is reasonably necessary in connection with the administration of the loan). Such technical, administrative, or operational changes may include, without limitation, changes to the determination of a business day or an interest period, the timing and frequency of determining rates and making and applying payments, implementation and length of any lookback period, and other technical, administrative, or operational matters.

(c) In the event of a prepayment of all or any part of the Warrant, the County shall reimburse the Warrantholder on demand for any resulting loss or expense determined in good faith to have been incurred by it (or by any existing or prospective participant) including (without limitation) any loss incurred in obtaining, liquidating or employing deposits from third parties, but excluding loss of margin for the period after any such payment, provided that the Warrantholder shall have delivered to the County a certificate as to the amount of such loss or expense, which certificate shall be conclusive in the absence of manifest error.

(d) Warrantholder does not warrant or accept responsibility for, and shall not have any duty to Borrower or liability for damages of any kind to Borrower with respect to the initiation of, continuation of, administration of, submission of, suspension of, calculation of or any other matter related to SOFR, any component thereof, or any markets underpinning the transaction data related to SOFR. Borrower acknowledges that any publication of SOFR for prior periods cannot be relied upon as an indicator of the future performance of SOFR. Because SOFR is based on data received from other sources, Warrantholder has no control over its calculation or publication and the methods of calculation, publication schedule, rate revision practices, or availability of SOFR, or any other matter related thereto. There can be no assurance that SOFR will not be discontinued or fundamentally altered in a manner adverse to any party. Warrantholder may select information sources or services, in its sole discretion, to ascertain SOFR and shall have no liability to the Borrower for damages of any kind for any error in the calculation of any such information sources or services.

ARTICLE 5

Covenants of the County; Role of Warrantholder

Section 5.01 Expenses of Issuance and Collection.

(a) The County hereby agrees to pay all expenses of issuance of the Warrant.

(b) The County covenants and agrees that, if the principal of and interest on the Warrant are not paid promptly as such principal and interest matures and comes due, it will pay to the registered owner of the Warrant or its registered assignees, all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorney's fee.

Section 5.02. Special Agreements of the County

Until the principal of and interest on the Warrant shall have been paid in full, or provision shall have been made for such payment, the County hereby covenants and agrees as follows:

(a) Visitation. The County shall permit (after having received reasonable advance written notice from the Warrantholder), any employees, agents or other representatives of the Warrantholder and any attorneys, accountants or other agents or representatives designated by the Warrantholder to (a) have access to and visit and inspect any of the accounting systems, books of account, financial records and property thereof, (b) examine and make abstracts from any such accounting systems, books and records, and (c) discuss the affairs, finances and accounts thereof with the officers, employees or agents of the County, all at such reasonable business times as the Warrantholder deems necessary or advisable to protect its interests; provided, however, that the foregoing shall not require the County to divulge confidential information.

(b) Reporting Requirements. The County shall furnish the Warrantholder each of the following:

> (1) Annual Financial Statements. As soon as available, and in any event within 420 days after the close of each fiscal year of the County, the complete, unqualified, financial statements of the County, including the balance sheet as of the end of such fiscal year and the related statements of operations and changes in net assets for such fiscal year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail, audited and prepared by an independent certified public accountant (satisfactory to the Warrantholder) in accordance with GAAP, consistently applied and fairly presenting the financial condition of the County, as of the end of such fiscal year, and stating that in making the examination necessary to such audit such independent certified public accountant shall have obtained no knowledge, except as specifically stated, of any Event of Default. If the financial statements of the County are not available within 420 days after the close of the fiscal year of the County, the County shall provide the Warrantholder with such unaudited financial information as the Warrantholder shall request and shall provide the Warrantholder the audited financial statements within 30 days of receipt.

(2) Other Information. Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the County, as the Warrantholder may from time to time reasonably request.

(d) Governmental Authorizations: Permits and Licenses. The County has, and shall preserve and maintain, all licenses, permits, approvals, registrations, contracts, consents, franchises, qualifications, accreditations and other authorizations necessary for the lawful conduct of its corporate purposes and operations, wherever now conducted and as planned to be conducted, pursuant to all applicable statutes, laws, ordinances, rules and regulations.

(e) Insurance. The County shall maintain insurance, to the extent commercially available at reasonable rates, on its property and with respect to itself, of such type and in such amounts or in excess of such amounts as are customarily carried by and insures against such risks as are customarily insured against by governmental entities of like size and character to the County.

(f) Availability Fee. The County shall pay to the Warrantholder an availability fee (the "Availability Fee") in an amount equal to (a) the Average Unused Warrant Portion multiplied by (b) the Availability Rate, as measured on each Availability Fee Determination Date. Anything contained in this Agreement to the contrary notwithstanding, for purposes of calculating the Availability Fee payable by the County pursuant to this paragraph, the following terms shall have the following meanings:

"Availability Fee Determination Date" shall mean January 31 and August 2 of each year.

"Availability Rate" shall mean, as of each Availability Fee Determination Date, a rate per annum equal to 0.05%.

"Average Unused Warrant Portion" shall mean the daily average Unused Warrant Portion as measured over the period between each Availability Fee Determination Date.

"Unused Warrant Portion" shall mean, as of any date, the amount equal to (i) $10,000,000, minus (ii) the outstanding principal amount actually advanced by the Warrantholder to the County under this Agreement as of such date.

As provided above, the Availability Fee shall be due and payable within 30 days of each Availability Fee Determination Date. The Availability Fee shall be computed based upon an Actual/360 Computation.

Section 5.03 Role of Warrantholder

(a) The County acknowledges that the Warrantholder and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Warrant and any related information, materials or communications provided by the Warrantholder: (a) the Warrantholder and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Warrantholder and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Warrant and any related information, materials or communications; (c) the Warrantholder and its representatives are acting for their own interests; and (d) the County has been informed that the County should discuss this transaction and any such other information, materials or communications with any and all internal and external advisors and experts that the County deems appropriate with respect to the execution and delivery of any transaction agreements and any related information, materials or communications.

(b) The County acknowledge and agree that the Warrantholder is purchasing the Warrant in evidence of a privately negotiated loan and in that connection the Warrant shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

Section 5.04 U.S. Patriot Act

The County hereby represents and warrants to the Warrantholder that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specifically Designated National and Blocked Person.

ARTICLE 6

Events of Defaults; Remedies

Section 6.01 Events of Default

The County agrees that the occurrence of any of the following events shall be an event of default (an "Event of Default") with respect to the Warrant whereupon the registered owner of the Warrant may exercise all remedies available at law or in equity consequent thereupon:

(i) failure to pay the principal of or interest on the Warrant on the date which any installment of principal of or interest on the Warrant shall become due and payable; or

(ii) the occurrence of any of the following: the appointment of a receiver, liquidator or trustee of the County or any of its property or assets; or a general assignment by the County for the benefit of the creditors thereof; or the commencement of proceedings by the County, or against the County and not dismissed or unstayed for a period of 60 days, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or any jurisdiction, now or hereafter in effect.

Section 6.02 Remedies

(a) If any Event of Default shall have occurred and be continuing, the Warrantholder may exercise any one or more of the following remedies:

(1) the Warrantholder may, at its option, terminate any remaining commitment to extend credit to the County, under this Agreement or otherwise; or

(2) it may, to the extent permitted by law, exercise its banker's lien or right of set-off with respect to the County; or

(3) it may proceed to protect its rights by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the County herein contained or in aid of the exercise of any power or remedy granted to the Warrantholder.

(b) The Warrantholder may proceed directly against the County hereunder without resorting to any other remedies which it may have and without proceeding against any other security held by the Warrantholder.

(c) The County covenants and agrees:

(1) the registered owner of the Warrant shall have all rights and remedies for the enforcement of the Warrant and this Agreement as may be provided by the applicable provisions of the Constitution of Alabama of 2022, as amended, and the laws of the state of Alabama; and

(2) the County Administrator of the County is subject to mandamus in the event such officer has money available for payment of principal of, premium (if any) and interest on the Warrant and does not, as required by this Agreement, deposit such money in the Warrant Fund, when and as required by this Agreement, and apply such monies (and investment earnings thereon), when and as required by this Agreement, to the payment of the principal of and interest on the Warrant as the same becomes due and payable in amounts sufficient for such purposes.

Section 6.03 Default Rate of Interest.

Upon and after the occurrence of an Event of Default, the Warrant shall bear interest at the Default Rate.

ARTICLE 7

Provisions of General Application

The County and the Warrantholder agree:

(a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.

(b) Binding Effect: This Agreement shall be enforceable by and binding upon the respective successors and assigns of the undersigned.

(c) Counterparts: This Agreement may be executed in several counterparts each of which shall constitute one and the same Agreement.

(d) Amendment: This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.

(e) Enforceability: If any provision herein shall be unenforceable, the parties agree the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

(f) Notices: Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the address set forth on the signature page or most recently provided in writing by each such party for such purpose.

(g) No Jury Trial: Each party hereto hereby (1) irrevocably waives, to the extent permitted by law, any right to trial by jury in any action or proceeding under, or related to, this Agreement and (2) agrees that no Person has represented (by expression or implication) that a party hereto would not seek to enforce such waiver in the event of litigation.

(h) No Joint Venture: This Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto.

(i) No Other Beneficiaries: This Agreement is solely for the benefit of the parties hereto, and the successors and assigns thereof. No other Person shall have any benefit, interest or rights under or by virtue of this Agreement.

(j) Final and Full Contract: This Agreement shall constitute the final and full contractual Agreement of the parties and shall supersede all prior or other Agreements (written or oral) by the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the County and the Warrantholder have each caused this Agreement to be executed in its name, under seal, by an officer or officers thereof duly authorized thereunto, all as of the day and year first above written.

BALDWIN COUNTY, ALABAMA

By: Baldwin County Commission

By: ______________________________

Name: ______________________________

Its: Chairman of the County Commission

Address:
101 South Lawrence Street
Montgomery, Alabama 36104

[SEAL]

Attest:

By: ______________________________

Name: ______________________________

Its: County Administrator

REGIONS BANK

By: ______________________________

Name: ______________________________

Its: ______________________________

Address:
1900 5th Avenue North, Suite 2400
Birmingham, AL 35203

EXHIBIT A

FORM OF WARRANT

The County shall transfer this Warrant only upon presentation and surrender hereof by the registered owner of this Warrant (set forth in the Warrant Register of the County therefor) in compliance with the within-referenced Agreement and applicable federal and state securities laws and subject to all rights and defenses of the County at law or in equity.

UNITED STATES OF AMERICA
STATE OF ALABAMA

BALDWIN COUNTY, ALABAMA
GENERAL OBLIGATION WARRANT
(TAXABLE REVOLVING LINE OF CREDIT)
SERIES 2026

Number:	Dated Date:	Original Principal Amount:	Interest Rate:	Maturity Date:
No. R-1	**July __, 2026**	**$10,000,000**	**Applicable Rate**	**September 30, 2027**

BALDWIN COUNTY ALABAMA, a political subdivision of the State of Alabama (the "County"), for value received, hereby acknowledges itself indebted to **REGIONS BANK**, or registered assigns (the "Warrantholder"), in the principal amount of **TEN MILLION DOLLARS**, or so much thereof as may be advanced hereunder, and hereby orders and directs the County Administrator to pay to the Warrantholder, solely from the Warrant Fund under the within-referenced Agreement the principal amount advanced of and interest on this Warrant as follows:

(a) on March 1, 2027, and on September 1, 2027, the interest accrued on the outstanding principal balance of this Warrant to each such date of payment; and

(b) on September 30, 2027, the entire outstanding principal balance of this Warrant plus interest accrued to such date of payment.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama and pursuant to that certain Line of Credit Agreement dated July __, 2026 between the County and the Warrantholder (the "Agreement").

Capitalized terms used herein without definition shall have the respective meanings assigned in the Agreement.

The principal amount advanced and outstanding hereunder from time to time, from the date advanced until payment in full, shall bear interest at a per annum rate of interest (computed on the basis of the actual number of days elapsed over a 360-day year) equal to the Applicable Rate. The Applicable Rate shall be determined on each Interest Rate Determination Date and the Applicable Rate as determined on any Interest Rate Determination Date shall become effective on each Interest Rate Adjustment Date and shall remain in effect until the then next succeeding Interest Rate Adjustment Date.

Upon an Event of Default, the Warrant shall bear a per annum rate of interest (computed on the basis of the actual number of days elapsed over a 360-day year) equal to the Default Rate.

The principal of and interest on this Warrant shall be payable at par, without discount, exchange, deduction or charge therefor, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, at the office of the Warrantholder in Birmingham, Alabama or at such other place as shall be designated by the Warrantholder to the County in writing; provided, however, the final payment of such principal and interest shall be made only upon presentation and surrender of this Warrant to the County.

The County may, on any date, pay in advance the entire unpaid principal balance of this Warrant or any lessor portion or portions thereof by paying to the Warrantholder the principal amount to be prepaid, plus interest accrued on such principal amount to the date of such prepayment, without premium or penalty.

This Warrant evidences a line of credit extended by the Warrantholder to the County. The proceeds of the loan evidenced hereby will be advanced by the Warrantholder to the County in installments as requested by the County (as to amount and date). Amounts borrowed may be repaid and re-borrowed. By reason of prepayments hereon there may be times when no indebtedness is owing hereunder; notwithstanding any such occurrence, this Warrant shall remain valid and shall be in full force and effect as to each principal advance made hereunder subsequent to each such occurrence. Each principal advance and each payment made on this Warrant shall be reflected by the notations made by the Warrantholder on its internal records (which may be kept by computer or by other means determined by the Warrantholder) and the Warrantholder is hereby authorized so to record thereon all such principal advances and payments. The unpaid principal amount of this Warrant reflected on the internal records of the Warrantholder (whether by computer or otherwise) shall be rebuttably presumptive evidence of the principal amount of this Warrant outstanding and unpaid. No failure of the Warrantholder so to record any advance or payment shall limit or otherwise affect the obligation of the County hereunder with respect to any advance, and no payment of the principal by the County shall be affected by the failure of the Warrantholder so to record the same.

This Warrant is issued pursuant to the Constitution and laws of the State of Alabama, including without limitation the Governing Law, and a resolution and order of the governing body of the County duly passed, held and conducted (the "Authorizing Proceedings").

The indebtedness evidenced by this Warrant is a general obligation of the County, and the full faith and credit of the County are hereby sacredly and irrevocably pledged to the punctual payment of the principal hereof and interest hereon. This Warrant is solely an obligation of the County and shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of the State of Alabama, or any other political subdivision thereof, or any other Person.

This Warrant is recorded and registered as to principal and interest in the name of the owner on the book of registration maintained for that purpose by the County. The person in whose name this Warrant is registered shall be deemed and regarded as the absolute owner hereof for all purposes and payment of the principal of and interest on this Warrant shall be made only to or upon the order of the registered owner hereof or his legal representative, and neither the County nor any agent of the County shall be affected by any notice to the contrary. Payment of principal of and interest on this Warrant shall be valid and effectual to satisfy and discharge the liability of the County upon this Warrant to the extent of the amounts so paid.

This Warrant may be transferred by the registered owner thereof only upon the registration books of the County therefor and only upon surrender of the Warrant to the County for cancellation with a written instrument of transfer acceptable to the County executed by the registered owner of the Warrant or the duly authorized attorney thereof, whereupon the officers of the County shall, upon this authorization and direction and without further action, approval or consent by the governing body of the County, execute and deliver to the transferee a new Warrant of like tenor and in a principal amount equal to the outstanding principal amount of the Warrant.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the state of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, and the adoption of the Authorizing Proceedings, have happened, do exist and have been performed as so required, and that the principal amount of this Warrant and all other indebtedness of the County are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the County has caused this Warrant to be executed in its name and on its behalf by the Chairman of the governing body of the County, has caused its corporate seal to be affixed hereto and the same attested by the County Administrator, and has caused this Warrant to be dated the Dated Date.

BALDWIN COUNTY, ALABAMA

By: Baldwin County Commission

____

Chairman

Attest:___________________________________

County Administrator

REGISTRATION OF OWNERSHIP

This Warrant is recorded and registered on the registry books of Baldwin County in the name of the last owner named below. The principal of and interest on this Warrant shall be payable only to or upon the order of such registered owner.

Date of Registration	In Whose Name Registered	Signature of County Commission Chairman
Dated Date	Regions Bank	

ENDORSEMENT BY COUNTY OF UNPAID PRINCIPAL AND ACCRUED INTEREST ON DATE OF TRANSFER

Date of Transfer	Principal Unpaid	Accrued Interest on Date of Transfer	Signature of County Commission Chairman