portions of the BCBC Project that are not accepted for maintenance by the County or the City.

(f) BCBC shall provide, in accordance with sound engineering and maintenance practices, perpetual maintenance for the Bridge, toll plaza and roadway adjacent to the toll plaza southward to State Highway 180, including without limitation, timely resurfacing in accordance with ALDOT standards, maintenance of shoulders, ditches, unimproved areas within rights-of-way, and other maintenance items as necessary.

(g) In the event the County or its assigns constructs a northern connector from the Foley-Beach Express to Interstate 10 via "the County Road 83 corridor", as approximately depicted in Exhibit "G" hereto, but which may include access to I-10 via the existing Wilcox Road (County Road 64) interchange, and a notice to proceed for such construction is issued by the County within three years from the date hereof, BCBC shall pay to the County the sum of five hundred thousand dollars ($500,000) on or before substantial completion of such connector. The County agrees to provide BCBC with a copy of any such notice to proceed promptly after issuing such notice, and to notify BCBC not later than sixty (60) days prior to anticipated final completion of such connector stating that such payment is due upon such final completion.

(h) Upon vacation and permanent closure of the portion of Brinks Willis Road referred to in Section 2(g) hereof by the County, BCBC shall construct at its own expense an acceleration lane for Brinks Willis Road onto the southbound lane of the Foley-Beach Express, as depicted in Exhibit "H-1" hereto. The County shall notify BCBC promptly

after such vacation and closure is complete.

(i) BCBC will, on or before final completion of the toll bridge and connector road to County Road 20, extend at its own expense Baldwin County Road 4 to tie in to the Foley-Beach Express at a convenient place north of the toll plaza, as depicted in Exhibit "I" hereto.

PROVIDED, that the obligations undertaken by BCBC hereunder are subject to the condition that BCBC shall have closed its anticipated issue of Senior and Subordinated Notes (the "BCBC Notes"). BCBC agrees to use its best efforts to obtain such financing.

2. The County hereby represents, warrants and agrees as follows:

(a) That the execution and delivery of this Agreement by the undersigned agent of the County has been duly authorized by the Baldwin County Commission.

(b) That the County has full power, right and authority to enter into and perform this Agreement.

(c) The County shall quit claim to the City and the City shall accept authority and control over: (i) all developed and undeveloped right of ways that intersect and are within the Foley Road and (ii) all portions of Woerner Road lying East of Highway 59 and West of the eastern right of way of the Foley-Beach Express as it intersects with Woerner Road.

(f) The County shall, to the extent permitted by applicable law, use its power of condemnation and/or eminent domain to acquire any parcels of or interest in real property in the County for which a right of way or other needed property interest (including, without limitation drainage easements, slope easements, and the like) cannot be obtained by the City to its satisfaction and which are considered by the City, in the exercise of its constitutional and legislative powers, to be necessary for the construction of the Foley Beach Express or the northern connection to the Foley-Beach Express which the City may choose to do in the future, or otherwise for the City's participation in the Foley-Beach Express and its Access Management Plan, and to assign permanent rights of way or other property rights to the City or its assigns with respect to such property. The City will reimburse the County for the cost of any such property or property rights required to be condemned or acquired by the County for the City, including without limitation attorneys' fees, expert fees, and other direct costs and expenses.

(g) The County shall use its best legal efforts to vacate and permanently close the Brinks Willis Road between the western right-of-way of the Foley Beach Express and Roscoe Road, as depicted in Exhibit "H-2" hereto.

(h) The County has authorized and approved the Supplement to Resolution 96-48, in substantially the form attached hereto as Exhibit "J".

(i) The County has received and administratively approved the engineering plans and specifications for the BCBC Project north of the toll plaza, as discussed in Section 1(c)(iii), above.

This is **EXHIBIT H-2**, consisting of 1 page, referred to in and part of **The "Foley-Beach Express" Agreement** dated June 1, 1999.

Initial:

BCBC _____

City _____

County _____

FOLEY - BEACH EXPRESS
ROSCOE ROAD
PORTION TO BE VACATED BY THE COUNTY
BRINKS-WILLIS RD.
PROPOSED TIE TO EXPRESSWAY
ACQD R.O.W.
300'
EXHIBIT "H"
EXHIBIT H