

REQUESTS FOR PROPOSALS

BALDWIN COUNTY, ALABAMA

October 20, 2020

Prospective Financial Institutions:

Baldwin County, Alabama, by and through the County Commission, its governing body (the "County"), is requesting proposals from interested financial institutions with respect to the direct placement and sale of the following revolving line of credit (the "Warrant"):

\$35,000,000
Baldwin County, Alabama
General Obligation Taxable Warrant
Series 2020-C

Prospective lenders may submit one or more responses for the Warrant at their option. The Warrant is described in greater detail in the Warrant Specifications attached hereto. In addition to the Warrant Specifications, the following general terms shall apply to the Warrant:

Revolving Line of Credit: The Series 2020-C Warrant shall evidence a revolving line of credit pursuant to which the County may borrow, pay, reborrow, and repay so long as the maximum principal outstanding at any one time does not exceed the maximum principal amount of the Warrant.

Dated Date: The Warrant shall be dated the date of delivery.

Security: The Warrant shall be a general obligation of the County to which its full faith and credit will be pledged. The County will not offer any physical collateral or special revenue pledge for the Warrant.

Interest Computation: Interest shall be computed on the basis of a 360 day year of 12 consecutive 30 day months.

No Offering or Disclosure Document/Audits Available: The County will not provide an Official Statement or other offering or disclosure document. The County's most recent audit is available to the public on the EMMA website (www.emma.msrb.org).

No Ratings/CUSIP: The County will not apply for a rating on the Warrant from any credit rating agency. The County will not obtain a CUSIP number for the Warrant, and the Warrant will not be payable through the Book-Entry System of the Depository Trust Company.

No Insurance/Credit Enhancement: The County will not apply for municipal bond insurance or any other form of supplemental credit enhancement for the Warrant.

No Federal Tax Exemption: Interest on the Warrant will be includable as gross income for federal income taxation purposes. However, interest on the Warrant is expected to be exempt from State of Alabama income taxation.

Not Bank-Qualified: The Warrant will not be “bank-qualified” for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

Assignment/Transfer: The selected lender may not assign or transfer the Warrant in violation of federal or state securities laws, and any participation or syndication of the Warrant must comply with the terms for such arrangements described hereafter under "Participation/Syndication."

Participation/Syndication: The selected lender may elect to participate or syndicate the Warrant in accordance with all applicable federal and state securities and banking laws; provided, however, that the County shall have no additional liability, responsibility, or obligation to any party other than the selected lender. The County shall not be required to provide any information, or make any payment, to any participant other than the selected lender.

Fees and Expenses: The County shall be responsible for paying the costs of bond counsel and other miscellaneous expenses of issuing the Warrant; however, all expenses incurred by the selected lender with respect to responding to or closing on the Warrant, including their counsel, shall be the sole expense of the selected lender. **All rates quoted must be inclusive of all fees, charges, and expenses, including origination fees, of the prospective lender.**

Paying Agent: The County will select the paying agent for the Warrant.

Investment Letter: The selected lender for the Warrant will be required to execute a customary investment letter to the effect that the Warrant is a restricted security, and that such lender is purchasing the Warrant for its own account and has been provided with, and is capable of (to its necessary satisfaction), assessing the credit of the County prior to deciding whether to purchase the Warrant. The County will include language, at the selected lender's request and approved by the County, to the effect that such lender is (i) purchasing the Warrant as a means to making a loan for purposes of applicable banking regulations, and (ii) not serving as the County's Municipal Advisor.

Legal Opinion: Bradley Arant Boult Cummings LLP will provide a customary opinion with respect to the validity, enforceability and authorization of the Warrant.

Warrant Form: The selected lender of the Warrant will receive a single registered warrant executed and delivered by the County.

Warrant Resolution: All terms and conditions for the Warrant will be contained in the resolution of the County authorizing the Warrant and will be drafted by Bond Counsel and be subject to the approval of the County.

Prohibited Covenants: No response may contain covenants requiring the County to (i) initiate or maintain a depository relationship, (ii) maintain a particular credit rating with any credit rating agency, (iii) grant to the selected lender better terms that may hereafter granted by the County to other subsequent creditors, or (iv) provide the selected lender with a minimum investment yield or return on the Warrant. The County may in its sole discretion reject any response with special conditions.

Prohibited Structures: No response may contain structures which employ (i) derivatives, i.e., interest rate exchange agreements or other mechanisms whereby the interest rate is synthetically fixed, (ii)

puts, whereby the selected lender may "put" the Warrant back to the County or otherwise require the County to purchase the Warrant from the selected lender upon the occurrence of any condition, or (iii) "make-whole provisions," designed to compensate the selected lender in the event of a redemption or payment of the Warrant prior to maturity.

Overdue Interest: In the event the County fails to timely pay any payment on the Warrant, principal on the Warrant will continue to bear interest at the current of rate interest for the Warrant. There shall be no interest on overdue payments of interest.

Remedies; Events of Default: The sole remedy of the selected lender and/or holder of the Warrant upon a default by the County shall be the right of mandamus. In no event shall the selected lender and/or holder have any rights of acceleration, rights to appointment of a receiver, or other rights or remedies upon a default by the County, nor shall a default result in any change in the interest rate on the Warrant. No events of default but for those described in the Warrant Resolution for the Warrant will be permitted.

No Additional Conditions: Prospective lenders may not condition responses on any additional terms or conditions, regardless of custom. No special rate covenants, default (or cross-default) provisions, acceleration provisions, or rights to receivers upon default may be proposed by any lender or made as a condition to a response for any reason whatsoever.

Financial Reporting: The County will post its audit for each fiscal year ending September 30 on the EMMA website each year as and when available. No event of default may be conditioned upon the obligation of the County to provide any financial reporting.

Response Form/All Responses Final: All responses must be unconditional and contained on the Response Form provided herein for the Warrant. ALL RESPONSES SHALL BE FINAL AS OF THE DATE SUBMITTED AND THE PROSPECTIVE LENDER AGREES THAT ANY RESPONSE MAY BE UNCONDITIONALLY ACCEPTED BY THE COUNTY ON SUCH DATE.

County's Right to Reject All Responses: The County may reject a response for any reason it so deems in its sole discretion. The County may also waive any irregularity in any response or accept any response for any reason it so deems in its sole discretion.

Deadline for Submitting Responses: Responses must be submitted electronically to the County's Municipal Advisor, Stifel, Nicolaus & Company, Incorporated, Montgomery, Alabama, 2660 Eastchase Lane, Suite 400, Montgomery, AL 36117, Attention: Reid Cavnar (cavnarr@stifel.com) (334) 834-5100, not later than 12:00 p.m. on October 27, 2020.

Questions: All questions related to the Warrant may be submitted electronically to the County's Municipal Advisor, Stifel, Nicolaus & Company, Incorporated, Montgomery, Alabama, 2660 Eastchase Lane, Suite 400, Montgomery, AL 36117, Attention: Reid Cavnar (cavnarr@stifel.com) (334) 834-5100.

Closing: The closing of the Warrant is subject to the approval and adoption by the County of the Warrant Resolution for the Warrant. Following the receipt of responses, the County expects to award and authorize the Warrant at its regular Commission meeting on November 3, 2020, and to close the transaction on November 5, 2020.

Closing Papers; Transcript. The lender will receive a transcript of the executed financing documents. The County will provide, as part of the transcript, customary closing and delivery papers including a Certificate of County Officers, Debt Certificate of the County, and a Receipt for Warrant to be signed by the lender.

Attached hereto are the Warrant Specifications and Response Form. Such documents may be amended by the County to complete the final pricing terms and as may otherwise be determined by the County in its sole discretion.