



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1. JAMES E. BALL  
2. JOE DAVIS, III  
3. BILLIE JO UNDERWOOD  
4. CHARLES F. GRUBER

July 21, 2020

Mr. Lee Lawson, President  
Baldwin County Economic Development Alliance, Inc.  
22251 Palmer Street  
Robertsdale, Alabama 36567

**RE: Amendment to Real Estate Lease - Office Space for Baldwin County Economic Development Alliance, Inc.**

Dear Mr. Lawson:

The Baldwin County Commission, during its regularly scheduled meeting held on July 21, 2020, took the following actions:

- 1) In accordance with, and respecting the parameters set forth by, Amendment No. 750 to the Constitution of Alabama 1901, adopted *Resolution #2020-101* of the Baldwin County Commission which will authorize the grant of a thing of value to the Baldwin County Economic Development Alliance, Inc. for the purpose of promoting the economic and industrial development of Baldwin County.
- 2) Approved the *Amendment to Real Estate Lease* between Baldwin County Commission and the Baldwin County Economic Development Alliance, Inc. (BCEDA) for the BCEDA to relocate its offices and utilize county-owned office space at the Fairhope Satellite Courthouse.

The term of the lease commencing on November 15, 2020, and terminating on November 14, 2023.

Enclosed are **fully executed copies** of the *Amendment to Real Estate Lease* and *Resolution #2020-101* for your file.

Mr. Lee Lawson  
July 21, 2020  
Page 2 of 2

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-8515 or Wayne Dyess at (251) 580-2550.

Sincerely,



BILLIE JO UNDERWOOD, Chairman  
Baldwin County Commission

BJU/mnm Item BA1

cc: Wayne Dyess  
Ron Cink  
Christie Davis  
Cian Harrison

ENCLOSURE(S)

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

**RESOLUTION #2020-101  
OF THE  
BALDWIN COUNTY COMMISSION**

**PURSUANT TO AMENDMENT NO. 750 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDING FOR A DETERMINATION BY THE BALDWIN COUNTY COMMISSION THAT THE GRANT OF A THING OF VALUE TO A CORPORATION WILL SERVE A VALID AND SUFFICIENT PUBLIC PURPOSE.**

WHEREAS, Amendment No. 750 to the Constitution of Alabama 1901 authorizes, among other things enumerated within said Amendment and for the promotion of local economic and industrial development, the Baldwin County Commission to lend its credit or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of Baldwin County; and

WHEREAS, further, Amendment No. 750 to the Constitution of Alabama 1901 provides that the authority provided by said Amendment be exercised only after the following has been accomplished:

- [1] The action proposed to be taken by the Baldwin County Commission is at a public meeting of the governing body of Baldwin County by resolution containing a determination by the Baldwin County Commission that the expenditure of public funds for such purpose will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and
- [2] At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county describing in reasonable detail: [i] the action proposed to be taken, [ii] a description of the public benefits sought to be achieved by such action and [iii] identifying each individual, firm, corporation, or other business entity to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value; and

WHEREAS, at this time, the Baldwin County Commission is considering authorizing and executing an Amendment to Real Estate Lease Agreement with the Baldwin County Economic Development Alliance, Inc. for said corporation to be granted, with no rent assessed during the term of the lease agreement, the use of approximately 3,246 square feet of office space at the Baldwin County Fairhope Satellite Courthouse (located at 1100 Fairhope Avenue, Fairhope, Alabama), which lease agreement would be a grant of a thing of value to a corporation for the purpose of promoting the economic and industrial development of Baldwin County; now therefore

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That pursuant to the authority provided by Amendment No. 750 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, authorizes an action, which would grant of a thing of value to a corporation for the purpose of promoting the economic and industrial development of Baldwin County as listed below, said action as follows:

- [1] Authorizing and executing an Amendment to Real Estate Lease Agreement between the Baldwin County Commission and Baldwin County Economic Development Alliance,



Inc. with no rent assessed to the Baldwin County Economic Development Alliance, Inc. during the term of the lease agreement.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 to the Constitution of Alabama 1901, the Baldwin County Commission, by this instrument, a resolution of the Baldwin County Commission, as adopted during the July 21, 2020, regular (public) meeting of the Baldwin County Commission provides a determination by said county governing body that the action, as above referenced, which involves the grant of a thing of value to a corporation, for the purpose of promoting the economic and industrial development of Baldwin County will serve a valid and sufficient public purpose, notwithstanding any respective incidental benefit accruing to any private entity or entities, said determination as follows:

- [1] As above recited, the authorized Amendment to Real Estate Lease Agreement, between the Baldwin County Commission and the **Baldwin County Economic Development Alliance, Inc.**, for the Baldwin County Economic Development Alliance, Inc. to be provided approximately 3,246 square feet, more or less, of office space at the Baldwin County Fairhope Satellite Courthouse (located at 1100 Fairhope Avenue, Fairhope, Alabama), with no rent assessed is due to the fact that the Baldwin County Economic Development Alliance, Inc. accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama, further, said corporation provides a program for economic development in Baldwin County, Alabama which recruits new economic development investment, further, said corporation seeks, discovers and endeavors to attract and promote new and expanded commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the Baldwin County Commission, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through the Baldwin County Economic Development Alliance, Inc.'s work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

FURTHER, BE IT RESOLVED, That, respecting Amendment No. 750 to the Constitution of Alabama 1901, the Baldwin County Commission, at least seven days prior to the July 21, 2020, regular (public) meeting of the Baldwin County Commission, provided notice, on Sunday, July 12, 2020, as published in the newspaper having the largest circulation in Baldwin County, Alabama, (Mobile Press Register newspaper) which described in reasonable detail: [i] the action proposed to be taken as identified by this instrument, [ii] a description of the public benefits sought to be achieved by such action identified by this instrument and [iii] identified the corporation to whom or for whose benefit Baldwin County proposes to lend its credit or grant public funds or thing of value as identified by this instrument, a copy of said notice attached to this instrument as *Exhibit "A."*

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 21<sup>st</sup> day of July, 2020.

  
\_\_\_\_\_  
Commissioner Billie Jo Underwood, Chairman

ATTEST:

  
\_\_\_\_\_  
Wayne Dyess, County Administrator

# NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on July 21, 2020, the adoption of *Resolution #2020-101 of the Baldwin County Commission* which will authorize the grant of a thing of value to a corporation for the purpose of promoting the economic and industrial development of Baldwin County.

The July 21, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building as located at 322 Courthouse Square in Bay Minette, Alabama.

*Resolution #2020-101 of the Baldwin County Commission* provides as follows:

- [1] Authorizing an Amendment to Real Estate Lease Agreement, between the Baldwin County Commission and the **Baldwin County Economic Development Alliance, Inc.**, for the Baldwin County Economic Development Alliance, Inc. to be provided approximately 3,246 square feet, more or less, of office space at the Baldwin County Fairhope Satellite Courthouse (located at 1100 Fairhope Avenue, Fairhope, Alabama), with no rent assessed due to the fact that the Baldwin County Economic Development Alliance, Inc. accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama, further, said corporation provides a program for economic development in Baldwin County, Alabama which recruits new economic development investment, further, said corporation seeks, discovers and endeavors to attract and promote new and expanded commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the Baldwin County Commission, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through the Baldwin County Economic Development Alliance, Inc.'s work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

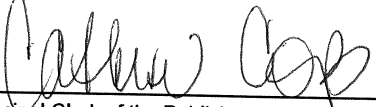
**If you have any questions regarding this Notice, please contact:**

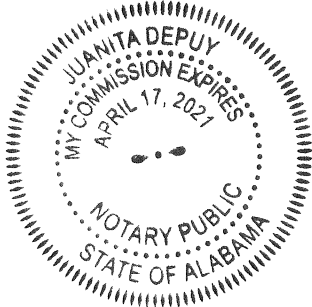
Wayne Dyess, County Administrator for the Baldwin County Commission, at (251) 580-2550 or [wayne.dyess@baldwincountyal.gov](mailto:wayne.dyess@baldwincountyal.gov).

State of Alabama,) ss  
County of Mobile)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

**Press Register 07/12/2020**

  
\_\_\_\_\_  
Principal Clerk of the Publisher



Sworn to and subscribed before me this 13th day of July 2020

  
\_\_\_\_\_  
Notary Public

NOTICE

In accordance with, and respecting the parameters set forth by, Amendment No. 750 to the Constitution of Alabama 1901, please be informed that the Baldwin County Commission will consider at its regular meeting on July 21, 2020, the adoption of Resolution #2020-101 of the Baldwin County Commission which will authorize the grant of a thing of value to a corporation for the purpose of promoting the economic and industrial development of Baldwin County.

Wayne Dyess, County Administrator for the Baldwin County Commission, at (251) 580-2550 or wayne.dyess@baldwincountyal.gov  
PRESS REGISTER  
July 12, 2020

The July 21, 2020, regular meeting of the Baldwin County Commission begins at 8:30 a.m. in the County Commission Chambers at the Baldwin County Administration Building as located at 322 Courthouse Square in Bay Minette, Alabama.

Resolution #2020-101 of the Baldwin County Commission provides as follows:

[1] Authorizing an Amendment to Real Estate Lease Agreement, between the Baldwin County Commission and the Baldwin County Economic Development Alliance, Inc., for the Baldwin County Economic Development Alliance, Inc. to be provided approximately 3,246 square feet, more or less, of office space at the Baldwin County Fairhope Satellite Courthouse (located at 1100 Fairhope Avenue, Fairhope, Alabama), with no rent assessed due to the fact that the Baldwin County Economic Development Alliance, Inc. accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama, further, said corporation provides a program for economic development in Baldwin County, Alabama which recruits new economic development investment, further, said corporation seeks, discovers and endeavors to attract and promote new and expanded commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the Baldwin County Commission, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through the Baldwin County Economic Development Alliance, Inc.'s work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama.

If you have any questions regarding this Notice, please contact:

STATE OF ALABAMA     )

COUNTY OF BALDWIN    )

**AMENDMENT TO REAL ESTATE LEASE**

THIS AMENDMENT TO LEASE (“Amendment”) is entered into this 21st day of July, 2020 (the “Effective Date”), between BALDWIN COUNTY, by and through THE BALDWIN COUNTY COMMISSION (“COUNTY”), and BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., an Alabama corporation (“TENANT”).

WHEREAS, COUNTY and TENANT entered into that certain real estate lease agreement (the “Original Lease”) pursuant to which COUNTY leased to TENANT approximately 1,930 square feet of office space situated in the Baldwin County Central Annex Building located at 22251 Palmer Street in Robertsdale, Baldwin County, Alabama (the “Robertsdale Location”) for a three (3) year term commencing on November 15, 2017 and expiring on November 14, 2020; and

WHEREAS, TENANT desires to relocate its operations from the Robertsdale Location to another location owned by COUNTY and the parties desire to amend certain provisions of the Original Lease including the location of the leased property.

NOW, THEREFORE, in consideration of the mutual premises and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1.     Term. The term of the Lease is hereby extended for another three (3) year term commencing on November 15, 2020, and expiring on November 14, 2023.

2.     Property & Location. The “Property & Location” section of the Original Lease, which is on page two (2) of the Original Lease, is hereby deleted in its entirety and amended to read as follows:

**Property  
and  
Location**

COUNTY hereby leases to TENANT, and TENANT leases from COUNTY, that certain approximately 3,246 square feet of office space situated in the Fairhope Satellite Courthouse located at 1100 Fairhope Avenue in Fairhope, Baldwin County, Alabama (the “Leased Property” and/or the “Fairhope Location”). The Leased Property shall be limited to the 3,246 square foot office suite located on the 2<sup>nd</sup> floor of the Fairhope Courthouse and TENANT shall have no right to occupy or operate in any other space within the Fairhope Satellite Courthouse. Notwithstanding anything to the contrary herein, nothing shall prevent the COUNTY from relocating the TENANT as the COUNTY deems appropriate.

Upon taking possession of the Leased Property, and in no event later than July 21, 2020, TENANT shall no longer have any



right to use or occupy the Robertsdale Location.

3. Computer, Telephone, and Communication. Commencing on the Effective Date of this Amendment, the COUNTY shall no longer provide any computer, telephone or communication support services to the TENANT. Therefore, the "Computer, Telephone and Communication" section of the Original Lease, which begins on page two (2) of the Original Lease, is hereby deleted in its entirety and amended to read as follows:

**Computer,** TENANT shall be responsible for any and all computer,  
**Telephone** telephone or communication support services it desires in  
**and** connection with the Leased Property, and all costs associated  
**Communication** therewith.

Any other provisions in the Original Lease related to the COUNTY's responsibility for computer, telephone or communication support services are also deleted.

4. No Rent Assessed. The "No Rent Assessed" section of the Original Lease, which is on page two (2) of the Original Lease, is hereby deleted in its entirety and amended to read as follows:

**No Rent** During the term of this Lease, the COUNTY shall not assess  
**Assessed** TENANT rent applicable to the Leased Property based on the following determination of the COUNTY: The COUNTY determines and finds that the TENANT accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama; further, TENANT provides a program for economic development in Baldwin County, Alabama which recruits new economic development investment; and further, TENANT seeks, discovers and endeavors to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the COUNTY, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through TENANT's work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama. This is a full-service lease inclusive of utilities, custodial and general building maintenance, excepting computer, telephone and communications needs of TENANT as provided herein.

5. Attorney Fees. COUNTY shall be entitled to recover from TENANT all costs, expenses and reasonable attorneys' fees incurred by COUNTY in seeking either enforcement of the Original Lease or this Amendment or damages for TENANT's breach or in defending any action brought by TENANT to challenge or construe the terms of the Original Lease or this Amendment.



6. Law, Venue and Jurisdiction. All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that any legal action brought to enforce the terms of this Agreement shall be brought and maintained in the Circuit Court of Baldwin County, Alabama.

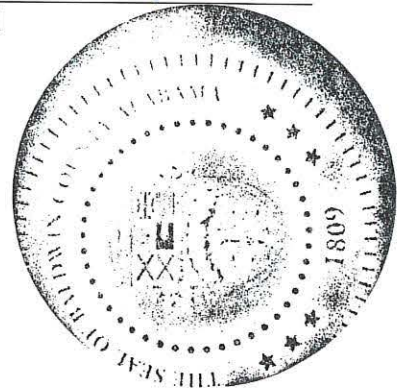
7. Effect of Amendment. As of the Effective Date, the Original Lease is hereby amended. Except as expressly modified by this Amendment, the Original Lease shall remain in full force and effect, and neither party shall, by virtue of this Amendment, be relieved of any obligation that has accrued under the Original Lease. In the event of any conflict between the provisions of the Original Lease and this Amendment, the parties agree that the provisions of this Amendment shall prevail and control.

IN WITNESS WHEREOF, COUNTY and TENANT have executed this Amendment as of the Effective Date.

**COUNTY:**

**Baldwin County, by and through the Baldwin County Commission**

*Billie Jo Underwood*  
Billie Jo Underwood  
Chairman



ATTEST:

*Wayne Dyess*  
Wayne Dyess  
County Administrator

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, *Miranda McCombs*, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officers and with full authority, executed the same voluntarily for and as the act of the Baldwin County Commission for the purposes set forth therein on the date below.

Given under my hand and seal this 21<sup>st</sup> day of July, 2020.

*Miranda M. Kinnon*  
Notary Public  
My Commission Expires: **February 25, 2023**

TENANT:

**Baldwin County Economic Development Alliance, Inc.**

By: Lee Lawson

Printed Name: Lee Lawson

Title: President + CEO

STATE OF ALABAMA  
COUNTY OF BALDWIN

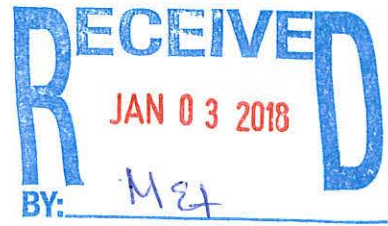
I, Karen Hart Glover, a Notary Public, in and for said County in said State, hereby certify that Lee Lawson whose name as President + CEO of Baldwin County Economic Development Alliance, Inc., is signed to the foregoing instrument and who is known to me, personally appeared and acknowledged before me on this day that, being informed of its contents, as such officer and with full authority, executed the same voluntarily for and as the act of said company for the purposes set forth therein on the date below.

Given under my hand and seal this 15<sup>th</sup> day of July, 2020.

Karen Hart Glover

Notary Public

My Commission Expires: 03/28/2022



STATE OF ALABAMA )  
BALDWIN COUNTY )

**REAL ESTATE LEASE**

**Parties**

This REAL ESTATE LEASE AGREEMENT is made by and between the Lessor, whose name is BALDWIN COUNTY, ALABAMA, by and through the BALDWIN COUNTY COMMISSION (hereinafter referred to as "COUNTY"), and Lessee, whose name is BALDWIN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., (hereinafter also referred to as "TENANT").

The TENANT is a nonprofit corporation the purpose of which is to promote the economic development of Baldwin County, Alabama, and is established with the specific purpose of implementing a program of economic development to promote and improve the quality of life for the citizens of Baldwin County, Alabama.

The COUNTY remains the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama.

The COUNTY and TENANT continue a cooperative relationship whereby they, collectively, work in the best interest of the citizens of Baldwin County, Alabama, to actively pursue economic development in Baldwin County, Alabama.

This REAL ESTATE LEASE AGREEMENT is a continuation of the aforesaid cooperative relationship between the COUNTY and TENANT to work in conjunction with one another to promote economic development in Baldwin County, Alabama, which continued relationship shall achieve the public benefit of accomplishing, among other things, the economic and industrial development of Baldwin County, Alabama.

**Term of Lease**

The term of this lease shall be for a period of **THREE (3) YEARS**, and the term shall commence on November 15, 2017, and expire at midnight on November 14, 2020, unless sooner terminated as provided herein. Either party may terminate this lease, with or without cause, by giving the other party at least thirty (30) days advance written notice of termination. The COUNTY reserves the right to reject any and all offers to renew the lease.

Notwithstanding anything written herein to the contrary, should the COUNTY sell the leased



premises, the COUNTY shall have the right to terminate this Lease without any further obligation to TENANT.

**Property & Location** This lease covers approximately 1,930 square feet of office space generally situated in the Baldwin County Central Annex Building located at 22251 Palmer Street in Robertsdale, Alabama, as determined by the COUNTY. Notwithstanding anything written herein, nothing shall prevent the COUNTY from relocating the TENANT as the COUNTY deems appropriate.

**No Rent Assessed** During the term of this lease, the COUNTY shall not assess TENANT rent applicable to the leased premises based on the following determination of the COUNTY: The COUNTY determines and finds that the TENANT accomplishes, among other things, work which promotes and benefits the economic and industrial development of Baldwin County, Alabama; further, TENANT provides a program for economic development in Baldwin County, Alabama, which recruits new economic development investment; and further, TENANT seeks, discovers and endeavors to attract and promote new and expanding commercial prospects within Baldwin County, Alabama, which, collectively and in the judgment of the COUNTY, is determined to benefit the economic well-being of the citizens of Baldwin County, Alabama, through TENANT's work to create new jobs and employment and economic improvements and expansion for the benefit of the citizens of Baldwin County, Alabama. This is a full service lease inclusive of utilities, custodial and general building maintenance as defined herein, excepting computer, telephone and communication needs of TENANT as provided hereinbelow.

**Computer, Telephone And Communication** The COUNTY shall provide certain computer, telephone and communication support services to the TENANT, and the COUNTY shall charge TENANT for said support services as provided for in **Attachment "A"** hereto, or any successor thereto as promulgated by the COUNTY. TENANT expressly agrees to pay, on a monthly basis, the COUNTY for computer, telephone and communication support services applicable to the leased premises

as provided for in **Attachment "A"** hereto or any successor thereto as promulgated by the COUNTY. The TENANT shall at all times comply with all applicable Federal, State, County, local and municipal laws, rules and regulations. The TENANT agrees to use the Internet service only for lawful purposes. The TENANT will be responsible for any and all liability that may arise out of content transmitted by TENANT or to any person, whether authorized or unauthorized, using the Internet service. The COUNTY reserves all rights at law and equity to proceed against anyone who uses the Internet service illegally or improperly, and the COUNTY reserves the right to discontinue this service, in its sole discretion, with or without cause, on ten (10) days written notice. It is expressly agreed to by the TENANT that should the COUNTY, at any time, revise, amend, alter or change the rate schedule for certain computer, telephone and communication support services as referenced by **Attachment "A"** hereto, and as further promulgated by the COUNTY, that **Attachment "A"** hereto shall be superseded and governed by the COUNTY's most recent rate schedule (which shall be the new **Attachment "A"**) and the TENANT agrees to pay, on a monthly basis, the COUNTY for certain computer, telephone and communication support services pursuant to any new rate schedule.

**Insurance**

The COUNTY shall maintain its own fire and casualty insurance on the building only, and the TENANT shall maintain its own fire and casualty insurance on the contents. The TENANT shall maintain its own comprehensive general liability insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability per each occurrence, which names the COUNTY as an additional insured with proof of said insurance attached hereto as **Attachment "B."** The COUNTY also shall maintain its own general liability insurance regarding the property.

**Miscellaneous**

(a) The Baldwin County Central Annex Building shall be a smoke-free facility. Any smoking on all COUNTY property shall be confined to areas designated by the COUNTY.

(b) Excepting service animals for those with disabilities, the Building shall be an animal-free facility.

(c) TENANT shall provide immediate (i.e. within 24-hours) notice to the COUNTY of any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the leased premises. At which time, the COUNTY shall make reasonable efforts to correct the issue. At no time shall the TENANT correct any disruption of, failure of, or damage to, without limitation, equipment, structures, utilities or any portion of the COUNTY property without express written authorization to do so from the COUNTY.

(d) There shall be no permanent changes, alterations, improvements, or additions to any portion of the leased property without prior written approval from the COUNTY unless expressly allowed herein. All improvements and additions to the leased premises shall adhere to the leased premises and become the property of the COUNTY, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the TENANT and may be removed by the TENANT two (2) weeks prior to the expiration of this lease.

(e) The failure of the COUNTY, to any extent, to furnish, or the interruption or termination of, the services required for herein, in whole or in part, resulting from causes beyond the reasonable control of the COUNTY, shall not render the COUNTY liable in any respect, nor be construed as an eviction (constructive or otherwise) of the TENANT, nor relieve TENANT of the obligation to fulfill any covenant in this Lease.

(f) The COUNTY may reasonably create and impose additional building rules which may be amended from time to time. The TENANT shall make reasonable efforts to ensure that its agents, employees, invitees and visitors comply with such rules, if any. Any rules imposed by the COUNTY shall be supplied to the TENANT prior to their effectiveness.

(g) The COUNTY reserves full authority over the property including, without limitation, the right to make changes, alterations or additions to the Property and/or leased premises. This right shall include all available legal rights possessed by the COUNTY in relation to COUNTY property and/or assets.



(h) In the event the leased premises shall be destroyed or damaged, in whole or in part, by fire, explosion or any other casualty, then the COUNTY may, if it so elects, rebuild and put the premises in good condition and fit for occupancy within a reasonable time after such casualty, or the COUNTY may terminate this lease by giving written notice of its intention to terminate. TENANT shall not be obligated to pay any rent from the time that such premises were rendered unfit for occupancy until such premises are again fit and ready for occupancy. If said premises be slightly injured, then the COUNTY agrees that the same shall be repaired with reasonable diligence, in which the rent accrued or accruing shall not cease or terminate. In the event that the building in which the leased premises are situated be destroyed or damaged from any cause to the extent, in the COUNTY's sole judgment that the repair and/or restoration of same would not be practical or economical, the COUNTY shall have an option to terminate this lease, whether the leased premises be injured or not. Notwithstanding anything in this lease to the contrary, a total or substantially total destruction of the building shall terminate this lease. COUNTY shall not be liable or responsible to TENANT for any inconvenience or loss due to making repairs or reconstruction as aforesaid, nor for any delays in repairing or rebuilding due to strikes, acts of God, governmental regulations or any other causes beyond its control. Nothing herein shall be deemed to waive or relieve TENANT from any liability for any loss or damage to COUNTY or COUNTY's property due to negligence or willful acts of TENANT, its agents, servants, employees, or invitees.

(i) COUNTY does not warrant any rights to light, view or air over adjoining property. Any diminution or shutting off of light, view or air by any structure which may be erected adjacent to said building shall in no wise affect this lease, or impose any liability on COUNTY.

(j) All sign painting, decoration, carpenter work or other labor required by the installation of special equipment shall be done only by persons duly authorized by the COUNTY and in compliance with the requirements of this lease.

(k) No waiver of any condition expressed in this lease shall be implied by any neglect of the COUNTY to declare a forfeiture on account of the violation of such condition, and no

express waiver shall affect any condition other than the one specified in such waiver, and that one only for the time and in the manner specifically stated.

(l) Any notice to be given under this lease by the COUNTY to the TENANT shall be considered as duly given, if made in writing and left at the leased premises. Any notice to be given under this lease by the TENANT to the COUNTY shall be considered as duly given, if made in writing and left at the office of the building superintendent of the COUNTY.

**Covenants of  
Tenant**

The TENANT shall:

a) not assign this Lease Agreement or sublet the demised premises, or any portion thereof, without written permission of the COUNTY, in its sole discretion.

(b) keep the leased premises clean, kept in good order the adequacy of which will be determined by the COUNTY including, without limitation, routine repairs and maintenance.

Routine repairs and maintenance shall include, without limitation, any maintenance and repairs that do not require a licensed professional, keeping the property clear of debris, keeping the property clear of garbage, and keeping the property free of vermin. A licensed professional shall include, without limitation, AL General Contractor's License, AL Plumbing and Gas Fitter's License, AL HVAC License, and AL Electrician's License. In the event of a dispute as to whether or not a repair or maintenance item is "routine" and the responsibility of the TENANT, then the COUNTY shall make the final determination.

(c) ensure that the COUNTY has, at all times, any necessary security codes, keys, etc., required to fully access all interior and exterior doors, areas throughout the property and facilities. This provision shall survive the termination or expiration of this Agreement.

(d) permit COUNTY and their agents to enter on the premises or any part thereof at any time for the purpose of, without limitation, inspecting, examining or exhibiting same or making repairs or alterations as may be necessary for safety or preservation thereof. This provision shall survive the termination or expiration of this Agreement.

(e) surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear

and accidents happening by fire or other casualties excepted. This provision shall survive the termination or expiration of this Agreement.

(f) in relation to their duties and use under this Agreement and their duties and use relating to the leased premises, at their sole cost and expense, comply with applicable Municipal, COUNTY, State and Federal ordinances and statutes now in force or which may hereafter be in force. Any such violations, or potential violations, relating to any TENANT duties or use of the leased premises shall be remedied immediately at the cost of TENANT. Failure to remedy such violations or potential violations shall constitute a material breach of this Agreement.

(g) conduct its business and to exercise reasonable efforts to control its agents, employees, invitees and visitors in such manner as not to create any damage, nuisance, or interfere with, annoy or disturb any other tenants or the COUNTY in the operation of the building. This provision shall survive the termination or expiration of this Agreement.

(h) immediately (within 24 hours) notify the COUNTY of any damage, nuisance, interference, annoyance, or disturbance. Notwithstanding any provision herein, the TENANT shall be responsible for all costs associated with any such damage, nuisance, interference, annoyance, or disturbance by, or due to, without limitation, any of its agents, employees, invitees or visitors. This provision shall survive the termination or expiration of this Agreement.

(i) shall not allow or permit any mechanic's or materialman's lien or any other lien(s) of whatsoever nature to be placed upon the leased premises or building. Nothing in this Lease shall be deemed or construed in any way as constituting the consent of the COUNTY, express or implied, to any person for the performance of any labor or the furnishing of any materials of all or part of the leased premises, nor as giving the TENANT any right, power or authority to contract for or permit the rendering of any services or furnishing thereof that would or might give rise to any mechanic's or materialman's lien or other liens against the leased premises. This provision shall survive the termination or expiration of this Agreement.



(j) shall in the event of a sale or assignment of the COUNTY'S interests in the property, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of power to sale, cooperate fully with COUNTY in such efforts. Notwithstanding, anything written herein to the contrary, should the COUNTY sale the leased premises, the COUNTY shall have the right to terminate this Lease without any further obligation to TENANT.

(k) the taking possession of said premises by TENANT shall be conclusive evidence as against the TENANT that the said premises were in good and satisfactory condition when possession of them was so taken, and the TENANT is obligated to restore any glass on the premises broken from any cause whatsoever, and to indemnify the COUNTY against all liability, damage or loss caused by the overflow or escape of water, steam or gas resulting from TENANT's negligence, or willful conduct or that of TENANT's agents, clerks, servants or visitors.

(l) TENANT will not use nor permit on said premises anything that will invalidate the policies of insurance now or hereafter carried on said building or that will increase the rate of insurance on said leased premises, or on the building of which said leased premises are a part, or use or permit on said leased premises anything that may be dangerous to life or limb or anything that will obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants or conflict with the laws relating to fires, or with the regulations of the fire department. The Tenant shall not maintain any dangerous or hazardous materials on the leased premises.

(m) TENANT shall not, without COUNTY's written consent, put up or operate any engine, boiler, machinery or stove in the leased premises, nor shall TENANT use or operate any appliances or apparatus that may cause annoyance to COUNTY or to any tenant of the building, nor shall TENANT carry on any machinery business in the leased premises or use or allow to be used therein oil burning fluid, camphene, kerosene or gasoline for heating, warming or lighting or other purposes, and except as otherwise approved by the COUNTY, incandescent electric lamps and electric appliances and those only that are satisfactory to COUNTY for illuminating said premises. TENANT shall not make or permit any loud or unusual noises in said premises.

(n) TENANT shall not conduct, nor permit to be conducted on said premises, any business which is contrary to any of the laws of the United States of America, the State of Alabama, or Baldwin County or the ordinances of the City of Robertsdale.

**Covenants of COUNTY**

The COUNTY covenants and agrees as follows:

(a) the COUNTY shall keep the leased premises, including the locks, keys and other fastenings, in good repair and tenable condition, which includes only those repairs requiring a licensed professional to perform including, without limitation, AL General Contractor License; AL Plumbing and Gas Fitter License; AL HVAC License; or AL Electricians License.

(b) the COUNTY shall make and maintain the demised premises in a condition that is accessible to and usable by the handicapped in accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and applicable federal regulations and standards.

(c) In the event that the COUNTY, during the term of this lease, shall be required by the City of Robertsdale, the order of decree of any court, or any other governmental authority, to repair, alter, remove, or reconstruct or improve any part of the leased premises or of the building of which said premises are a part, then such repairing, alteration, removal, reconstruction or improvement may be made by and at the expense of the COUNTY and shall not in any way affect the obligations or covenants of the TENANT herein contained, and the TENANT hereby waives all claim for damages or abatement of rent because of such repairing, alteration, removal, reconstruction or improvement.

(d) If TENANT shall move from said premises at any time prior to the termination of this lease, the COUNTY shall have the right to enter upon said premises for the purpose of decorating the same or making alterations or changes therein, without such entry in any manner affecting the obligation of the TENANT hereunder.

**Relationship**

Nothing contained in this Lease shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint

venture between the Parties hereto, it being understood that neither the provisions contained herein, nor acts of the Parties hereto, shall be deemed to create a relationship other than that of Landlord and TENANT.

**Severability**

If any term or provision of this Lease, or the application thereof to any person or circumstance, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Time of the Essence**

Except as may be otherwise provided for herein, time is of the essence in this Lease as to all acts of the TENANT and COUNTY.

**Transfers of the COUNTY**

The COUNTY shall have the right to transfer and assign, in whole or in part, all rights and obligations hereunder and in the buildings and leased premises referred to herein. In such event and upon such transfer, the COUNTY shall be relieved of all further obligations hereunder, and the TENANT agrees to look solely to the interest of the COUNTY'S successor in interest for the performance of such obligations; provided that, such transferee or assignee of the COUNTY'S interest and rights shall be bound by, and must agree to honor, all of the terms and provisions and conditions of the Lease.

**Subordination**

The TENANT'S rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed, upon the premises; provided that the TENANT'S tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

**Tenant's Remedy**

If at any time the COUNTY either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the TENANT shall give written notice of the nature of the default or identified problem. If the default is not cured or

the problem fixed, to the reasonable satisfaction of the TENANT, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon the Parties in writing, the TENANT may terminate the Lease.

**COUNTY's Remedy** If at any time the TENANT either defaults in any of its covenants or obligations, or does not correct any problem/violation under this Lease Agreement, the COUNTY shall give written notice of the nature of the default or identified problem. If the default is not cured or the problem fixed, to the reasonable satisfaction of the COUNTY, within 60 days of the date of receipt of the notice, or other period subsequently agreed upon by the Parties in writing, the COUNTY may cause the default or noticed problem to be corrected and the COUNTY may terminate the lease. The TENANT shall reimburse any related charges to the COUNTY upon receipt of invoice for the same.

**Holdover Term** If the TENANT remains in possession beyond any termination or applicable expiration of the Lease Agreement, or any extension or renewal hereof, such holding over shall be deemed a month-to-month tenancy at the same rental and terms as were in effect at the time such holding over takes place.

**Indemnification** To the fullest extent permitted by law, the TENANT shall defend, indemnify, and hold harmless the COUNTY from and against all claims, damages and losses, including death, and expenses, including, but not limited to attorneys' fees, arising out of, related to, or resulting from any and all acts or omissions of the TENANT, its employees, servants, invitees or its agents relating to this Lease Agreement and TENANT's activities or use of the leased premises. This provision shall survive the expiration of this Agreement.

**Failure to Strictly Enforce Performance** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute, and shall never be asserted by Provider as constituting, a default or be construed as a waiver or

relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**Drug-Free Workplace** In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Agreement, TENANT certifies that it is responsible for knowing, and will comply with, the standards of the Baldwin County Commission drug-free work place policy.

**Discrimination Clause** TENANT will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable federal and state laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex or disability, as defined in the above laws and regulations. TENANT shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

**Debarment and Suspension** The TENANT warrants and represents to the COUNTY that neither the TENANT nor any of the TENANT's trustees, officers, directors, agents, servants, and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Notices** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

TENANT:	Baldwin County Economic Development Alliance, Inc. P.O. Box 1340 Robertsdale, AL 36567
COUNTY:	Baldwin County Commission c/o Chairman



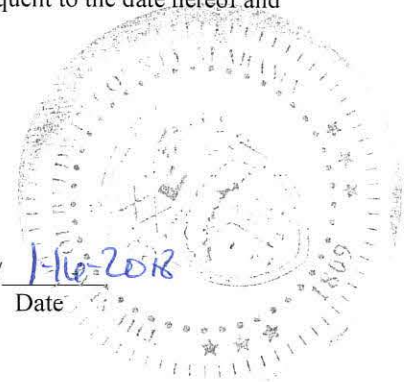
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

**Entire Understanding** This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof. Furthermore, the parties hereto expressly agree that the lease between the Baldwin County Economic Development Alliance, Inc. and Regions Bank, and its successor, the COUNTY, dated October 1, 2000, and any renewals or extensions thereof for lease of space at the Baldwin County Central Annex II Building, formerly known as the Regions Bank Building, is hereby terminated.

**Amendments** This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**LESSOR:**  
BALDWIN COUNTY, ALABAMA  
BALDWIN COUNTY COMMISSION

By: Charles F. Gruber / 1-16-2018  
~~T. Christopher Elliott, Chairman~~ / Date



ATTEST:

Ronald J. Cink / 1-16-2018  
Ronald J. Cink, County Administrator / Date

**LESSEE:**  
BALDWIN COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

By: Jason Padgett / 11/16/17  
Jason Padgett, Chairman / Date

**\*NOTARY PAGE TO FOLLOW\***

STATE OF ALABAMA )

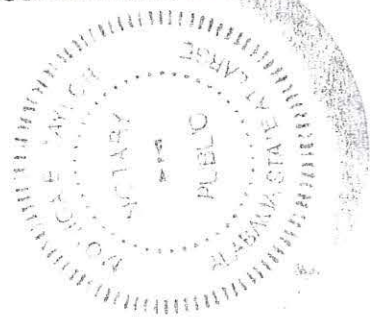
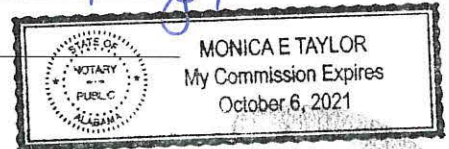
BALDWIN COUNTY )

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, ~~CHRISTOPHER ELLIOTT~~, whose name as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing Real Estate Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Real Estate Lease Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Charles F. Gruber

Given under my hand and seal this the 16<sup>th</sup> day of January, 2017.

Monica E. Taylor  
NOTARY PUBLIC  
My Commission Expires:



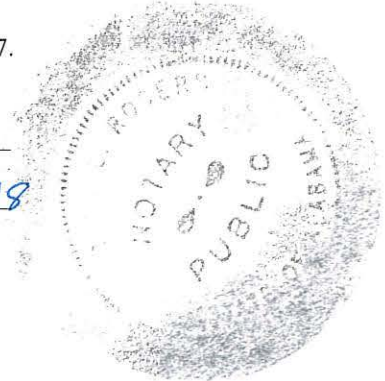
STATE OF ALABAMA )

BALDWIN COUNTY )

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, JASON PADGETT, whose name as Chairman of the Baldwin County Economic Development Alliance, Inc., a corporation, is signed to the foregoing Real Estate Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Real Estate Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Economic Development Alliance, Inc., on the day the same bears date.

Given under my hand and seal this the 16<sup>th</sup> day of November, 2017.

Tracy Rogers  
NOTARY PUBLIC  
My Commission Expires: 3-31-2018





**BALDWIN COUNTY COMMISSION**  
**Communications & Information Systems Department**  
**Rate Schedule for Computer Networking, Telecommunications, and Related Services**  
*(Effective Date December 6, 2011)*

**RECURRING CHARGES** *(These services are billed on a monthly basis):*

**Computer Networking Services**

Personal Computers w/full services	\$ 48.00 per personal computer
Personal Computers w/limited services	\$ 22.00 per personal computer
Printers (on network print server)	\$ 42.00 per printer
E-mail Fee	\$ 6.00 per E-mail account

**Telecommunications Services**

Basic Dial-tone/Extension	\$ 29.00 per telephone number
Add: Direct-dial (DID) Number	\$ 13.00 per DID number
Add: Voicemail	\$ 6.00 per voicemail account

**Other Network Services**

Devices on network w/Internet access only	\$ 10.00 per device
Network Security Camera	\$ 52.00 per camera
Enterprise Blackberry Account	\$ 6.00 per Blackberry
Managed Access Control/Door Lock	\$ 42.00 per door lock
Video Conferencing Device	\$ 48.00 per device
Standard Virtual Application Server Service (specifications currently defined by CIS)	\$90.00 per virtual server
Microsoft SQL Database Hosting Service (up to 10gb)	\$50.00 per database
Additional Disk Storage (allocated in 50gb blocks)	\$50.00 per 50gb block

**NON-RECURRING CHARGES** *(These charges are assessed and billed as they occur):*

**Standard Device Installation Rates.** A one-time charge for the installation of individual devices will be billed according to the following schedule:

• Personal Computer	\$ 150.00
• Printer	\$ 50.00
• Telephone	\$ 50.00
• Security Camera	\$ 100.00

- Installation charges for devices not listed above will be based on actual time and materials. A one-hour minimum charge will apply.
- Moves and changes of devices will be billed based on actual time and materials. A one-hour minimum charge will apply.
- To take advantage of economies of scale, charges for the installation of multiple devices within a single Agency, Office, or Department will be considered one project and will be billed according to actual time and materials. A one-hour minimum charge will apply.

**Standard Hourly Rates**

Minimum charges and/or multiple installations will be billed based upon the following Standard Hourly Rate Schedule for each billable hour:

• Technician & Operations Hourly Rate	\$ 50.00
• Programming & Analysis Hourly Rate	\$ 65.00

**Miscellaneous**

- Long distance charges will be billed at the prevailing County rate.
- Other costs specific to a Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.

**Attachment 1**  
**Rate Schedule for Computer Networking, Telecommunications, and Related Services**  
**ADDITIONAL INFORMATION**

**Recurring Charges**

In this application, recurring charges are defined as those charges for services rendered by the Communications & Information Services (CIS) Department (see Rate Schedule for Computer Networking, Telecommunications, and Related Services for a description of services) to external and/or internal customers on an on-going basis. Recurring charges will be billed each month, and shall continue until such time an agreement between CIS and the customer is reached to terminate service.

**Non-recurring Charges**

Non-recurring charges are defined as one-time charges that are usually applicable to installing, moving, or changing computer, network, or telephone-related devices.

**Computer Networking Services**

**Full Computer Networking Services** include connection on network; Internet access; full shared-folder services; access to County Intranet and Extranet; and use of SharePoint services for the subscribing Department/Agency. County furnishes required Microsoft client licenses for network access, server access, anti-virus, and software patches. The CIS Department will provide labor for basic computer hardware and basic desktop software troubleshooting.

**Limited Computer Networking Services** include connection on network, Internet access, basic shared-folder services, and access to County Extranet. The subscribing Department/Agency is responsible for all software licenses.

**Telecommunications Services**

Direct-dial numbers and voice mail are features that are added to the basic extension dial-tone service. Depending on the level of service desired, the following monthly recurring rate calculation(s) will apply:

Assumption I:	Basic dial-tone	\$29.00
Assumption II:	Direct-dial	
	Basic dial-tone	\$ 29.00
	Add: Direct-dial (DID)	<u>13.00</u>
	Total	\$ 42.00
Assumption III:	Direct-dial with Voice Mail	
	Basic dial-tone	\$ 29.00
	Add: Direct-dial (DID)	13.00
	Add: Voice Mail	<u>6.00</u>
	Total	\$ 48.00

**Long Distance Charges**

Long distance charges will be billed at the prevailing County rate.

**Other Charges**

Other costs and/or charges specific to an Agency, Office, or Department will be passed through to the respective end user, and may be subject to an additional administrative fee. An example would be Off Premises Extension (OPX) line charges.





STATE FARM FIRE AND CASUALTY COMPANY

3 Ravinia Drive  
Atlanta GA 30346-2117

M-09- 2379-FBA2

N F

POLICY NUMBER  
Office Policy



DATE DUE  
JUL 3 2017

PLEASE



001575 3125  
BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE  
PO BOX 1340  
ROBERTSDALE AL 36567-1340

Full payment by Date Due  
policy to JUL 3 2018

ST-1  
0101-1001

PREMIUM  
AMOUNT DUE

46  
46

Location: 22251 PALMER ST  
ROBERTSDALE AL 36567-3067

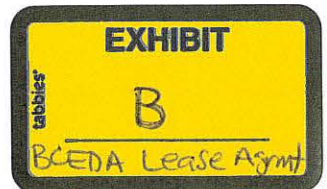
Important Message(s)

17

Agent J YOUNG INS AND FIN SVCS INC  
Telephone (251) 937-5565

See reverse for import  
Please keep this part for  
Prepared MAY 22

Please fold and tear here





de a check as payment, you authorize us either to use information from your check to make a one-time transfer from your account or to process the payment as a check transaction. When we use information to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same your payment, and you will not receive your check back from your financial institution.

3a)

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*For Office Use Only*

---



A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

**RENEWAL DECLARATIONS**

3 Flavinia Drive  
Atlanta GA 30346-2117

**Named Insured**

AT2 M-09-2379-FBA2 F N

001575 3125  
BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE  
PO BOX 1340  
ROBERTSDALE AL 36567-1340

<b>Policy Number</b>	
<b>Replaces Number</b>	
<b>Policy Period</b>	<b>Effective Date</b>
12 Months	JUL 3 2017
The policy period begins and ends at time at the premises location.	

**Agent and Mailing Address**  
J YOUNG INS AND FIN SVCS  
605 DOLIVE ST  
BAY MINETTE AL 36507-31  
PHONE: (251) 937-5565



0106-ST-1-1001

**Office Policy**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

Entity: Corporation

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 657.00

Discounts Applied:  
Renewal Year  
Years in Business  
Protective Devices  
Claim Record

Prepared  
MAY 22 2017  
CMP-4000

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Continued on Reverse Side of Page

009862 294 1

**RENEWAL DECLARATIONS (CONTINUED)**

for **BALDWIN COUNTY ECONOMIC**  
 er [REDACTED]

**PROPERTY SCHEDULE**

Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
22251 PALMER ST ROBERTSDALE AL 36567-3067	No Coverage	\$ 22,900	25%

As of the date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

**INFLATION COVERAGE INDEX(ES)**

Consumer Price Index: N/A  
 Producer Price Index: 243.8

**DEDUCTIBLES**

Per Occurrence Deductible: \$1,000

**Sublimits:**

Per Occurrence Sublimit:	\$250	Employee Dishonesty	\$250
Annual Aggregate Sublimit:	\$1,000		

Other sublimits may apply - refer to policy.



RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]



**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premise Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

0208-ST-1-1001

COVERAGE	II
Accounts Receivable	
On Premises	
Off Premises	
Arson Reward	
Back-Up Of Sewer Or Drain	
Collapse	
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage
Debris Removal	25% of co
Equipment Breakdown	
Fire Department Service Charge	
Fire Extinguisher Systems Recharge Expense	
Forgery Or Alteration	
Glass Expenses	
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	
Money And Securities (Off Premises)	
Money And Securities (On Premises)	
Money Orders And Counterfeit Money	
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	

Prepared  
MAY 22 2017  
CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

for **BALDWIN COUNTY ECONOMIC**  
 er [REDACTED]

Or Law - Equipment Coverage	Included
Property	\$5,000
Effects (applies only to those premises provided Coverage B - Business Property)	\$5,000
Property Off Premises	\$15,000
Clean Up And Removal	\$10,000
Period Of Property	30 Days
Others (applies only to those premises provided Coverage B - Business Property)	\$2,500
	\$2,500
Used Business Card Use	\$5,000
Books And Records	\$50,000
Items	\$15,000
Spillage, Other Liquids, Powder Or Molten Material Damage	Included

**EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

limits and corresponding limits shown below are the most we will pay regardless of the number of premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Property - Loss Of Income	\$5,000
Dishonesty	\$10,000
Interruption - Loss Of Income	\$10,000
Income And Extra Expense	Actual Loss Sustained - 12 Months





RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]



SECTION II - LIABILITY

COVERAGE

- Coverage L - Business Liability
- Coverage M - Medical Expenses (Any One Person)
- Damage To Premises Rented To You

AGGREGATE LIMITS

- Products/Completed Operations Aggregate
- General Aggregate

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

- CMP-4100 Businessowners Coverage Form
- FE-3650 \*Actual Cash Value Endorsement
- CMP-4201.1 \*Amendatory End
- FE-6999.2 \*Terrorism Insurance Cov Notice
- CMP-4819.1 Unauthorized Business Card Use
- CMP-4705 Loss of Income & Extra Expnse
- CMP-4710 Employee Dishonesty
- CMP-4709 Money and Securities
- CMP-4706 Back-Up of Sewer or Drain
- CMP-4704 Dependent Prop Loss of Income
- CMP-4703 Utility Interruption Loss Incom
- CMP-4713 Excl Testing Consulting E&O
- CMP-4860 AI Design Person Org

Prepared  
MAY 22 2017  
CMP-4000

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0308-ST-1-1001

RENEWAL DECLARATIONS (CONTINUED)

for BALDWIN COUNTY ECONOMIC  
er [REDACTED]

Loss Payable  
Inland Marine Attach Dec  
\* New Form Attached

OF ADDITIONAL INTERESTS

---

s: Addl Insured-Section II  
t #: CMP4860  
r: N/A

Interest Type: Loss Payee  
Endorsement #: CMP4875  
Loan Number: [REDACTED]

STATE COMMUNITY  
S OFFICERS AND  
S THE CHANCELLORS  
THE ALABAMA

E AL 36507

CIT TECHNOLOGY FINANCING  
SERVICES INC  
ATTN: ABIC-SPECIALTY SVS FL 5  
PO BOX 979220  
PO BOX 979220  
MIAMI FL 331979220

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issued by the State Farm Fire and Casualty Company.

Participating Policy

ed to participate in a distribution of the earnings of the company as determined by our Board of Directors In  
with the Company's Articles of Incorporation, as amended.

hereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and  
Bloomington, Illinois.

*Lynne M. Yourell*  
Secretary

*Michael F. Lipson*  
President



## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]



0406-ST-1-1001

### NOTICE TO POLICYHOLDER:

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the F policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage changes to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

### Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase coverage equal to the estimated replacement cost of your structure. Replacement cost estimates are available from independent and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information about your structure. We can accept the type of estimate you choose as long as it provides a reasonable estimate of your structure. State Farm<sup>®</sup> does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets underwriting requirements. We encourage you to periodically review your coverages and limits with your agent in the event of any changes or additions to your structure.

Prepared  
MAY 22 2017  
CMP-4000

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STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

**INLAND MARINE ATTACHING E**

M-09-2379-FBA2 F N

<b>Policy Number</b>	
<b>Replaces Number</b>	
<b>Policy Period</b>	<b>Effective Date</b>
12 Months	JUL 3 2017
The policy period begins and ends at the time at the premises location.	

**Named Insured**



BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE  
PO BOX 1340  
ROBERTSDALE AL 36567-1340

0508-ST-1-1001

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder compliance with the policy provisions or as required by law.

**Annual Policy Premium**                      Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

- FE-8260.1                      \*Amendatory Endorsement
- FE-8739                        Inland Marine Conditions
- FE-8743                        Inland Marine Computer Prop

\*New Form Attached

See Reverse for Schedule Page with Limits

Prepared  
MAY 22 2017  
FD-6007

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**ATTACHING INLAND MARINE SCHEDULE PAGE**

**LAND MARINE**

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COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
Loss of Income and Extra Expense	\$ 25,000		Included

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**OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY**

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# IMPORTANT NOTICE

Effective with this policy term, FE-3650 ACTUAL CASH VALUE ENDORSEMENT is added.

**This endorsement describes what the term "actual cash value" means where used. However, this endorsement does not change any replacement cost coverage that exists.**

This notice summarizes the changes being made to your policy. Please read the new policy carefully and note the following changes:

## POTENTIAL REDUCTION IN COVERAGE

Although not intended to change coverage, this change could potentially reduce or eliminate coverage depending on how it is interpreted and, in that regard, should be viewed as either an actual reduction in or elimination of coverage.

- This endorsement defines "actual cash value" to mean the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. All components of this estimated cost, such as materials, labor, overhead, and profit, are subject to depreciation. The depreciation deduction may include such considerations as age, condition, reduction in useful life, obsolescence, and any pre-loss damage including wear, tear, or deterioration.

Endorsement FE-3650 follows this notice. Please read it thoroughly and place it with your policy. If you have any questions about the information in this notice, please contact your State Farm® agent.

This notice is a general description of coverage and/or coverage changes and is not a contract. This message does not change, modify, or invalidate any of the provisions, terms, or conditions of your policy, or any other applicable endorsements.

## **FE-3650 ACTUAL CASH VALUE ENDORSEMENT**

The following is added to any provision which uses the term "actual cash value":

Actual cash value means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, the estimated cost includes, but is not limited to:

1. materials, including any tax;
2. labor, including any tax; and
3. overhead and profit;

which are subject to depreciation.

The depreciation deduction may include such considerations as:

1. age;
2. condition;
3. reduction in useful life;
4. obsolescence; and
5. any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

All other policy provisions apply.

FE-3650

0608-ST-1-1001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **1201.1 AMENDATORY ENDORSEMENT (Alabama)**

This endorsement modifies insurance provided under the following:

### **ESSOWNERS COVERAGE FORM**

Paragraph 1.d.(2) under Legal Action Against of **SECTION I – CONDITIONS** is replaced by the following:

The action is brought within the time limitations prescribed by Alabama law.

Paragraph 3. under **SECTION II – DEFINITIONS** is replaced by the following:

"Bodily injury":

- a. Means physical injury, sickness, or disease to a person. This includes required care, loss of services and death resulting therefrom;
- b. Does not include emotional distress, mental anguish, humiliation, mental distress, mental injury or any similar injury unless it arises out of actual physical injury to some person.

The following are added to **SECTION I AND SECTION II – COMMON POLICY CONDITIONS**:

#### **Cancellation**

The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If this policy insured more than one Named Insured:

(1) The first Named Insured may effect cancellation for the account of all insureds; and

(2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

#### **When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 30 days before the expiration date.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by Risk Insurance Program Reauthorization Act of 2015, this disclosure is part of your policy.

**FE-6999.2 POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE**

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on

January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; 80% beginning on January 1, 2020; terrorism losses exceeding the established deductible paid by the insurer providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a cap that limits U.S. Government reimbursement as well as insurers' liability for losses from certified acts of terrorism where the amount of such losses exceeds \$100 billion in any calendar year. If the aggregate insured losses exceed \$100 billion, the cap may be reduced.

There is no separate premium charge for insured losses caused by terrorism. Your insurance policy establishes the coverage for insured losses. This notice does not provide coverage beyond that described in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

FE-6999.2

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FE-8260.1 AMENDATORY ENDORSEMENT (Alabama)**

Paragraph 8.b. under Legal Action Against Us is replaced by the following:

**b.** The action is brought within the time limitations prescribed by Alabama law.

All other policy provisions apply.

FE-8260.1

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## Important Notice Regarding New Wind Mitigation Discount

State Farm® is introducing a premium discount for commercial properties that have qualifying wind loss mitigation features.

You may be eligible for the discount if your commercial building has been certified as meeting the requirements of the Hurricane or High Wind & Hail – Gold, Silver, or Bronze – FORTIFIED Commercial standards by the Insurance Institute for Business & Home Safety (IBHS). Some of the requirements included in these standards are:

- Secondary water intrusion barriers.
- Wind-resistive roofing and sheathing.
- Protected door and window openings.

For details, please review the IBHS certification requirements at: [www.disastersafety.org](http://www.disastersafety.org)

To receive the discount, you will need to submit the IBHS Certificate to your State Farm agent. You will be responsible for the cost associated with obtaining the certification.

If you have questions about this discount, please contact your State Farm agent.

583-4161 AL (C)

## Important Notice Regarding Your Policy

Because of a change in our audit requirements, we will no longer perform an annual audit on your policy. Your policy requirements will remain the same and will no longer change with each renewal.

If you have any questions about your policy, please contact your State Farm® agent.

553-3993



**ATTACHING INLAND MARINE SCHEDULE PAGE**

**ATTACHING INLAND MARINE**

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ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT
FE-8743	Inland Marine Computer Prop	\$ 25,000	\$ 500
	Loss of Income and Extra Expense	\$ 25,000	

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OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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SEP 19 2017  
FD-6007

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ured

COUNTY ECONOMIC  
ENT ALLIANCE  
340  
ALE AL 36567-1340

<b>Policy Number</b> [REDACTED]		
<b>Policy Period</b> 12 Months	<b>Effective Date</b> JUL 3 2017	<b>Expiration Date</b> JUL 3 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

**LAND MARINE**

If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and the succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in policy provisions or as required by law.

um Included

Amount is included in the Policy Premium shown on the Declarations.

of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that are shown below as well as those issued subsequent to the issuance of this policy.

**Endorsements**

- Amendatory Endorsement
- Inland Marine Conditions
- Inland Marine Computer Prop

chedule Page with Limits



DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]

FE-3650 Actual Cash Value Endorsement  
FD-6007 Inland Marine Attach Dec

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II  
Endorsement #: CMP4860  
Loan Number: N/A

FAULKNER STATE COMMUNITY  
COLLEGE, ITS OFFICERS AND  
EMPLOYEES THE CHANCELLORS  
OFFICE OF THE ALABAMA  
1900 US 31  
BAY MINETTE AL 36507

Interest Type: Loss Payee  
Endorsement #: CMP4875  
Loan Number: [REDACTED]

CIT TECHNOLOGY FINANCING  
SERVICES INC  
ATTN: ABIC-SPECIALTY SVS FL 5  
PO BOX 979220  
PO BOX 979220  
MIAMI FL 331979220

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its Secretary at Bloomington, Illinois.

*Lynne M. Yauell*  
Secretary

*Michael J. Flynn*  
President

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SEP 19 2017  
CMP-4000

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DECLARATIONS (CONTINUED)

BALDWIN COUNTY ECONOMIC  
[REDACTED]

**LIABILITY**

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<b>COVERAGE</b>	<b>LIMIT OF INSURANCE</b>
Business Liability	\$1,000,000
Medical Expenses (Any One Person)	\$5,000
Premises Rented To You	\$300,000
<b>AGGREGATE LIMITS</b>	
Related Operations Aggregate	\$2,000,000
Aggregate	\$2,000,000

Business Liability Coverage reduces the amount of insurance we provide during the applicable period. For more details, please refer to Section II - Liability in the Coverage Form and any attached endorsements.

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In addition to these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other endorsements that apply, including those shown below as well as those issued subsequent to the policy.

**ENDORSEMENTS**

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Businessowners Coverage Form  
Unauthorized Business Card Use  
Terrorism Insurance Coverage Notice  
Amendatory End  
Loss of Income & Extra Expense  
Employee Dishonesty  
Money and Securities  
Back-Up of Sewer or Drain  
Dependent Prop Loss of Income  
Utility Interruption Loss Income  
Exclusion Testing Consulting E&O  
All Design Person Organization  
Loss Payable

DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]

Ordinance Or Law - Equipment Coverage

Outdoor Property

Personal Effects (applies only to those premises provided Coverage B - Business  
Personal Property)

Personal Property Off Premises

Pollutant Clean Up And Removal

Preservation Of Property

Property Of Others (applies only to those premises provided Coverage B - Business  
Personal Property)

Signs

Unauthorized Business Card Use

Valuable Papers And Records  
On Premises  
Off Premises

Water Damage, Other Liquids, Powder Or Molten Material Damage

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY**

The coverages and corresponding limits shown below are the most we will pay regardless of the nu  
described premises shown in these Declarations.

COVERAGE	LI INS
Dependent Property - Loss Of Income	
Employee Dishonesty	
Utility Interruption - Loss Of Income	
Loss Of Income And Extra Expense	Actual Loss Sustained -

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SEP 19 2017  
CMP-4000

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DECLARATIONS (CONTINUED)

BALDWIN COUNTY ECONOMIC

EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

and corresponding limits shown below apply separately to each described premises shown in these policies unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, "None" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Available	\$50,000
	\$15,000
	\$5,000
Water Or Drain	\$15,000
	Included
Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Limit	25% of covered loss
Breakdown	Included
Flat Service Charge	\$5,000
Fire Alarm Systems Recharge Expense	\$5,000
Liability	\$10,000
Losses	Included
Percentage Of Construction And Demolition Costs (applies only when buildings are on replacement cost basis)	10%
Liabilities (Off Premises)	\$5,000
Liabilities (On Premises)	\$10,000
And Counterfeit Money	\$1,000
Uninsured Business Personal Property (applies only if this policy provides for Business Personal Property)	\$100,000
Uninsured Or Constructed Buildings (applies only if this policy provides for Buildings)	\$250,000

DECLARATIONS (CONTINUED)

Office Policy for BALDWIN COUNTY ECONOMIC  
Policy Number [REDACTED]

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance*	
		Coverage A - Buildings	Coverage B - Business Personal Property
001	22251 PALMER ST ROBERTSDALE AL 36567-3067	No Coverage	\$ 22,900

\* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 243.8

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Money and Securities \$250 Employee Dishonesty \$250  
Equipment Breakdown \$1,000

Other deductibles may apply - refer to policy.

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SEP 19 2017  
CMP-4000

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Continued on Next Page



File  
30346-2117

<b>Policy Number</b> [REDACTED]		
<b>Policy Period</b>	<b>Effective Date</b>	<b>Expiration Date</b>
12 Months	JUL 3 2017	JUL 3 2018
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-09-2379-FBA2 F N

000648 3123

Insured

COUNTY ECONOMIC  
ENT ALLIANCE  
340  
ALE AL 36567-1340

**Agent and Mailing Address**  
J YOUNG INS AND FIN SVCS INC  
605 DOLIVE ST  
BAY MINETTE AL 36507-3123  
PHONE: (251) 937-5565

If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and conditions of the succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in accordance with the policy provisions or as required by law.

Operations: Your policy is amended JUL 3 2017  
OPERATIONS EXPOSURE CHANGED

Premium \$ 134.00

End:

SS  
RES




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>   Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort, AL 36527	<b>CONTACT NAME:</b> Lad Drago <b>PHONE (A/C, No, Ext):</b> 251.626.1237 <b>E-MAIL ADDRESS:</b> lad@laddragoinsurance.com	<b>FAX (A/C, No):</b> 251.626.1260
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Baldwin County Economic Development Alliance, Inc. 1100 Fairhope Ave. Fairhope, AL 36532	<b>INSURER A:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
	<b>INSURER B:</b> State Farm Fire and Casualty Company	<b>NAIC #</b> 25143
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			██████████	07/03/2019	07/03/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Business Property \$ 24,600
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			██████████	04/16/2020	10/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 250,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			██████████	01/06/2020	01/06/2021	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / <input type="checkbox"/> N / A			██████████	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Non-Owned Auto Liability			██████████	12/30/2019	12/30/2020	Combined Single Limit \$ 1,000,000 Property Damage \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Baldwin County Commission  
 312 Courthouse Square  
 Bay Minette, AL 36507

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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