20201007000455240
10/07/2020 11:18:27 AM
ASSIGN 1/17

This instrument prepared by:

Lee M. Russell, Jr.
Capell & Howard, P.C.
150 South Perry Street
Montgomery, AL 36104

STATE OF ALABAMA

COUNTY OF SHELBY

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (Land at 802 8th Avenue, Calera, AL 35040)

This **ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT** (this "Agreement") is made effective as of 1st day of October, 2020 (the "Effective Date"), by and among **Community Development Institute Head Start**, a Colorado nonprofit corporation having a principal address of 10065 E. Harvard Avenue, Suite 700, Denver, CO 80231 ("CDI HS"), **Family Guidance Center of Alabama, Inc.**, an Alabama non-profit corporation, whose address is 2358 Fairlane Drive, Montgomery, Alabama, 36116 ("FGC"), and **Shelby County Board of Education**, an Alabama school district, having a principal address of 410 East College Street, Columbiana, AL 35051 ("Landlord").

RECITALS

A. Landlord, and CDI HS, as Tenant, entered into that certain Ground Lease Agreement dated April 27, 2018 (with a commencement date of March 1, 2018), as amended by that certain Amendment Agreement to Lease Agreement #1 dated February 11, 2019, attached hereto as **Exhibit 1** (collectively, the "Lease") for the land commonly known as **802 8th Avenue, Calera, AL 35040** and legally described on **Exhibit 2**, whereby CDI HS leased the Premises (as defined in the Lease) from Landlord. The Lease provides that CDI HS will locate modular units, and associated necessary improvements, on the Premises, for use in the operation of a Head Start program.

B. As acknowledged in the Lease, Landlord has no ownership or other interest in the modular units located on the Premises and the modular units are subject to a Federal Interest as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9801, et. seq. as amended; applicable Federal regulations, including 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States courts.

C. Section 14 of the Lease provides that CDI HS may assign all of its rights, duties and obligations under the Lease at any time to a Tenant selected to replace CDI HS as the Head Start/Early Head Start provider for the Head Start program, without Landlord's further consent and that upon such assignment, CDI HS shall have no further obligations or responsibilities under the Lease or relating to the Premises and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord.

D. ACF has selected FGC to replace CDI HS as the Head Start/Early Head Start provider which will operate a Head Start program serving the local community, and, as a result thereof, CDI HS desires

to assign all of its right, title and interest in and to the Lease to FGC and FGC desires to assume and acquire all such right, title and interest therein, and Landlord wishes to confirm its consent to such assignment and assumption as more fully set forth below.

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

AGREEMENT

1. **Status of Ground Lease**. Landlord and CDI HS hereby agree, and certify to FCG, that as of the Effective Date, the Lease represents the entire agreement between the parties as to the leasing of the Premises by Landlord to CDI HS; the Lease is in full force and effect; and the Lease has not been assigned, transferred, modified, supplemented or amended in any way, except as stated herein. Notwithstanding the foregoing, the Site Plan attached as an exhibit to the Lease, although accurate at execution, has changed as of the Effective Date of this Agreement. CDI HS hereby agrees to provide a revised Site Plan to the parties hereto upon its receipt thereof.

2. **Assignment**. Effective as of the Effective Date, CDI HS assigns, grants, transfers and sets over to FGC all of CDI HS's right, title and interest in, to and under the Lease and all right, title and interest of CDI HS in and to the Premises, and agrees that Landlord shall have no further obligations to CDI HS under the Lease. CDI HS and Landlord each acknowledge and agree that (a) there are no events of default under the Lease by either party; (b) that each party has fully performed and satisfied all obligations under or in connection with the Lease, or related to the leasing of the Premises thereunder, which accrued or became performable prior to the Effective Date, and (c) that CDI HS shall not have any further obligations, responsibilities, or liability for any of such obligations, except as provided herein.

3. **Assumption**. FGC fully assumes and agrees to perform all covenants to be performed by Tenant under the Lease which first arise or become performable on or after the Effective Date, and agrees to perform such covenants and be bound prospectively by the terms and conditions of the Lease, from and after the Effective Date, until the Lease is terminated or FGC no longer holds the leasehold estate created by the Lease.

4. **Prorations**. FGC shall make all payments owed to Landlord and third parties under the Lease after the Effective Date, and such payments shall not be prorated between CDI HS and FGC; provided, however, that CDI HS shall terminate all utilities presently in its name and pay the final bills with respect to such utilities.

5. **Consent and Confirmation of Release**. Landlord hereby consents to this assignment and assumption of the Lease. Landlord agrees that for all purposes of the Lease on and after the Effective Date, and until the date of any termination or reassignment of the Tenant's interest under the Lease, the term "Tenant" shall apply to FGC in all ways as if FGC was originally the Tenant thereunder. Landlord agrees that FGC is not obligated for any defaults, past due obligations or other obligations under the Lease, or relating to the leasing of the Premises thereunder, arising prior to the Effective Date. As provided in the Lease, upon the Effective Date, CDI HS shall have no further obligations or responsibilities under the Lease or relating to the Premises, and Landlord confirms and ratifies Landlord's release of CDI HS from any such further obligations or responsibilities and all claims, liabilities, and damages relating thereto.

6. **Insurance.** Landlord acknowledges and agrees that FGC has provided Landlord with evidence of the insurance required to be maintained under Section 9 of the Lease.

7. **Notices.** Any notice or other communication required or permitted to be given under the Lease to Tenant shall be given to FGC at the following address or at such other addresses as FGC shall provide by written notice to Landlord:

Family Guidance Center of Alabama, Inc.
2358 Fairlane Drive
Montgomery, AL 36116
Attn: Walter P. White

8. **Installation of New Modular Building**. There is currently a modular unit located on the Premises in the located marked as "EXISTING BUILDING" on the Site Plan attached as an exhibit to the Lease. CDI HS has transferred title to this existing modular unit to FGC effective as of September 30, 2020. The parties acknowledge and agree that CDI HS has acquired an additional modular building which is currently located on the Premises and that CDI HS will be installing such modular building on the Premises, which installation is estimated to be completed in the spring or summer of 2021. CDI HS shall continue to hold title to such new modular building until the installation thereof is substantially complete, at which time CDI HS shall transfer title to such modular building to FGC. Both Landlord and FGC grant CDI HS and its subcontractors the right to enter the Premises for the purpose of installing the new modular building. During such time as CDI HS is the owner of such new modular building, CDI HS shall maintain commercial general liability insurance against claims for death and bodily injury arising on or about the Premises, with a limit of not less than $1,000,000 per occurrence, $3,000,000 in the aggregate naming Landlord and FGC as additional insureds.

9. **Agreement to Extend Initial Term of Lease**. Applicable Federal regulations (see 45 CFR §1303.50) require that a grantee who receives Federal funds to purchase a modular unit located on land that is not owned by such grantee have a land lease of at least 15 years. Accordingly, Landlord and FGC agree that, upon completion of the installation of the new modular building by CDI HS, the initial term of the Lease will be extended until such date that is 15 years after the date that title has been transferred to FGC.

10. **No Brokers**. Each party represents and warrants to the others that the representing party has had no dealings with any real estate broker or agent in connection with this Agreement, and agrees to indemnify the other parties against any loss, claim, damage or expense, including reasonable attorneys' fees and costs, that may be incurred by such other parties in connection with any claim that is inconsistent with the representing party's representation in this paragraph.

11. **Recording**. The parties agree that they shall record this Assignment and Assumption of Lease Agreement in the real estate records of Shelby County, Alabama.

12. **General Provisions.**

(a) **Entire Agreement**. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters set forth herein, and there have been no additional oral or written representations or agreements.

(b) **Governing Law**. This Agreement shall be interpreted, enforced and governed by and under the laws of the State of Alabama, except to the extent that Federal law governs the rights and obligations of the parties and the Federal interest in the Premises.

(c) **Facilitation**. Each party hereto agrees to and shall execute and perform such other documents and acts as reasonably required in order to facilitate the terms of this Agreement, and the intent thereof, and to cooperate in good faith in order to effectuate the provisions of this Agreement.

(d) **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

(e) **Binding Effect**. This Agreement shall be binding upon and enforceable by the successors and permitted assigns of the parties. If any provision in this Agreement is found to be unenforceable, then such provision shall be given effect to the fullest possible extent and the remainder of this Agreement shall be construed accordingly.

(f) **Conflict.** To the extent of any conflict between the provisions of this Agreement and the Lease, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Lease Agreement effective as of the date set forth above.

CDI HS:

COMMUNITY DEVELOPMENT INSTITUTE HEAD START, a Colorado nonprofit corporation

By: Patricia Perry
Print Name: Patricia Perry
Its: Secretary

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

100 St. Paul St. Ste 160
Denver, CO 80206

I, the undersigned Notary Public in and for said State at Large, hereby certify that Patricia Perry, whose name as Secretary of Community Development Institute Head Start, a Colorado nonprofit corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation on the day the same bears date.

GIVEN under my hand and official seal on this the 25th day of September, 2020.

My commission expires: 05/27/2024

Notary Public

PORTER HAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204018511
MY COMMISSION EXPIRES 05/27/2024

FGC:

FAMILY GUIDANCE CENTER OF ALABAMA, INC., an Alabama nonprofit corporation,

By: Walter P. White
Print Name: Walter P. White
Its: Executive Director

STATE OF ALABAMA

COUNTY OF Montgomery

I, the undersigned Notary Public in and for said State at Large, hereby certify that Walter White, whose name as Executive Director of **Family Guidance Center of Alabama, Inc.,** an Alabama nonprofit corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation on the day the same bears date.

GIVEN under my hand and official seal on this the 5th day of ~~September~~ October, 2020.

[SEAL]

JOHN MARK SCOTT NOTARY PUBLIC STATE OF ALABAMA

John M. Scott
NOTARY PUBLIC
My commission expires: 10-18-21

Landlord:

SHELBY COUNTY BOARD OF EDUCATION, an Alabama school district

By: _____
Print Name: LEWIS BROOKS
Its: Superintendent

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned Notary Public in and for said State at Large, hereby certify that Lewis Brooks, whose name as Superintendent of **Shelby County Board of Education**, an Alabama school district, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, ____, as such officer and with full authority, executed the same voluntarily for and as the act of said school board on the day the same bears date.

GIVEN under my hand and official seal on this the 28th day of September, 2020.

[SEAL]

SHELLEY REEVES DAVIS NOTARY PUBLIC ALABAMA STATE AT LARGE

_____
NOTARY PUBLIC
My commission expires: 5/25/2022

[Landlord Signature Page to Assignment and Assumption of Lease Agreement]

Exhibit 1

Lease

STATE OF ALABAMA

COUNTY OF SHELBY

GROUND LEASE AGREEMENT

THIS LEASE is entered into by Shelby County Board of Education, ("Landlord") and Community Development Institute Head Start, a Colorado nonprofit corporation ("CDI HS"). The parties agree as follows:

CDI HS AS INTERIM MANAGER: Landlord and CDI HS acknowledge that CDI HS is operating a Head Start/Early Head Start program in the local community as an interim manager. This Lease is intended to allow CDI HS to lease land necessary for the placement of a modular building for the operation of the local Head Start/Early Head Start program, with the understanding that the obligations of CDI HS with respect to this Lease and the Premises (defined below) will end when CDI HS is no longer funded as the interim manager for the local Head Start/Early Head Start program.

1. **PREMISES.**

Landlord leases to CDI HS and CDI HS leases from Landlord, upon all of the terms and conditions hereof, the following described land, having an address of 802 8th Avenue, Calera, AL 35040 (the "Premises"), to wit:

A parcel of land lying in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:
Commencing at a Found 3" Concrete Post at the Intersection of the East R/W of 10th Street and the North R/W of 8th Ave., thence North 88°13'01" East, a distance of 357.42 feet to a set half inch rebar on the North right of way of 8th Avenue , the POINT OF BEGINNING of parcel herein described; thence leaving said right of way North 00°25'07" West, a distance of 285.01 feet to a set half inch rebar; thence North 79°33'25" East, a distance of 153.79 feet to a set half inch rebar; thence South 05°33'56" East, a distance of 310.25 feet to a set half inch rebar on said North R/W; thence along R/W South 88°41'27" West, a distance of 179.30 feet to the POINT OF BEGINNING. Containing 1.13 Acres, more or less.

2. **ALTERATIONS, ADDITIONS and IMPROVEMENTS**

CDI HS may, at its sole option and expense, make changes, additions, deletions, improvements, and alterations (collectively, "alterations") to the Premises. Landlord acknowledges that CDI HS will locate modular units, and associated necessary improvements, on the Premises for the operation of a Head Start program. Landlord further acknowledges that it will have no ownership or other interest in the modular units that will be located on the Premises and that the modular units will be subject to a Federal Interest as defined in and/or regulated by the Head Start Act, as amended, 42 U.S. C. §9801 et seq., 45 C.F. R. Parts 75 and 1303, and relevant decisions of the United States courts.

3. **TERM.**

a. The term of this Lease shall begin on March 1, 2018 which is the date the Agreement becomes effective, even if it is signed at a later date and shall continue, unless sooner terminated or extended as herein provided, until February 28, 2033.

b. Early Termination. Notwithstanding anything to the contrary contained herein, CDI HS shall have the right to terminate this Lease by giving Landlord 30 days' written notice at any time during the term of this

Lease. Upon such termination of this Lease, CDI HS shall have no further obligations or responsibilities under this Lease or relating to the Premises, and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord.

4. RENT. CDI HS agrees to pay, and Landlord agrees to accept, as monthly rent for the Premises, the sum of $0 Dollars per month, beginning March 1, 2018 and continuing on the same day of each consecutive month thereafter until the lease term expires or is earlier terminated as provided.

5. PROPERTY TAXES. Landlord shall be responsible for and shall pay when due all real estate taxes and special assessments which at any time during the term hereof may be assessed, levied, imposed upon or become due and payable with respect to the Premises.

6. COSTS AND UTILITIES.

a. Paid by CDI HS: In addition to the monthly rent set out in Paragraph 4, CDI HS shall be responsible for direct payment of the following costs:

All costs of improvement, maintenance, repairs, pest control, sewer, water, and garbage service, gas, electric, cable and telephone.

b. Paid by Landlord: Landlord shall not be responsible for any costs other than those costs specifically provided in this Lease.

7. DEPOSIT: Within ten (10) days of execution of this Lease, CDI HS shall pay a deposit to Landlord to secure CDI HS's performance of its obligations under the Lease: No Deposit Required.

8. USE OF PROPERTY. CDI HS shall use and occupy the Premises only for the purpose of providing Head Start/Early Head Start services, and directly related activities, and for no other purpose. Landlord makes no warranty as a term of this Lease that the Premises meets all federal, state and local standards applicable to the Head Start/Early Head Start activities taking place in the Premises.

9. INSURANCE.

a. CDI HS's Insurance. CDI HS shall, at its expense, at all times maintain:

1. Insurance with respect to CDI HS's alterations to the Premises, if any, equipment, machinery, and personal property against loss or damage by fire, lightning, windstorm, tornado, hail and other risks as are customarily covered by extended coverage; and

2. Commercial general liability insurance against claims for death and bodily injury arising on or about the Premises, with a limit of not less than $1,000,000 per occurrence, $3,000,000 in the aggregate, naming Landlord as an additional insured.

b. General. Within ten (10) days after the execution of this Lease, and prior to the expiration of each policy, CDI HS shall furnish to Landlord a certificate of insurance evidencing the coverage required hereunder and upon request shall furnish a copy of any policy required hereunder.

10. WAIVER OF SUBROGATION. Notwithstanding any other provision in this Lease to the contrary, CDI HS hereby agrees, for itself and its respective insurers, successors and assigns, that it will not, either directly or by way of subrogation or otherwise, assert against the Landlord any claim that the Landlord is liable or responsible for any loss or damage that is covered by property or liability insurance maintained by CDI HS,

provided that such loss or damage shall not have been caused by the fault or negligence of the Landlord, or of anyone for the Landlord may be responsible. Each party shall take all necessary action to confirm that such party's insurer(s) has agreed to the foregoing limitation on recoveries by subrogation or otherwise.

11. REPAIRS AND MAINTENANCE.
CDI HS shall, at its expense, perform all routine repairs and maintenance to the Premises.

12. DAMAGE OR DESTRUCTION OF PREMISES. In the event the Premises are damaged or destroyed by fire or other casualty to the extent that a substantial part of the Premises are rendered substantially untenantable, CDI HS may terminate this Lease by written notice to Landlord given within 30 days after such damage or destruction. If CDI HS does not give such notice to terminate, then CDI HS shall restore the Premises to a condition at least as good as exists on the date hereof, and rent shall abate hereunder from the date the Premises are rendered untenantable until the date the Premises are restored to tenantability.

13. DEFAULT:

a. By CDI HS: In the event CDI HS defaults in the performance of any obligation under this Lease, including abandonment of the Premises, Landlord shall provide CDI HS and Administration of Children and Families ("ACF") with written notice of the default. In the event that a default occurs under this lease, ACF or another party designated by ACF or ACF's designee for the Tenant may intervene to ensure the default is cured by CDI HS. If the default in performance by CDI HS for a rent payment due is not cured by CDI HS within fifteen (15) days after receipt of notice nor by the ACF or ACF's designee within sixty (60) days after receipt of written notice from Landlord, CDI HS shall vacate the Premises and return it to Landlord within the same sixty (60) day period. Subject to Paragraph 3(b) and the duty of Landlord to mitigate damages, Landlord shall retain the right to compensation for all amounts due and owed by CDI HS to Landlord under this Lease if Landlord re-takes possession of the Premises due to non-performance of this Lease by CDI HS.

In the event of a default under this lease, Landlord agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect possession of the premises until after ACF has been notified in accordance with Section 15 and one of the following events has occurred:

1. The responsible ACF official informs Landlord in writing that ACF has decided not to cure the default; or,
2. ACF fails to timely cure the default within the period of time set forth in this lease.

b. By Landlord: In the event that Landlord defaults in the performance of any obligation under this Lease, CDI HS shall provide Landlord with written notice of the default. In the event that the default is not cured within thirty (60) days, this Lease shall terminate, and CDI HS may vacate the Premises and shall have no further obligations under the Lease or relating to the Premises.

14. ASSIGNMENT.

a. Except as set forth in subparagraph (b) of this section, CDI HS shall not assign the Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

b. Landlord and CDI HS agree that, notwithstanding anything to the contrary contained in the Lease, CDI HS may assign all its rights, duties and obligations under the Lease at any time to a Tenant selected to replace CDI HS as the Head Start/Early Head Start provider for the Program, without Landlord's further consent. Upon such assignment, CDI HS shall have no further obligations or responsibilities under the Lease or relating to the

Premises and Landlord shall be deemed to have released CDI HS from any such further obligations or responsibilities without the need for further action on the part of Landlord. Any assignment shall require the assignee to agree in writing to accept and be bound by all of the terms and conditions of this Lease.

15. SUBSTITUTION OF NEW TENANT BY ACF. In addition to, but not in lieu of Section 14, the parties agree that ACF shall have the right to transfer the Lease to another interim or replacement tenant by designating at any time such tenant as an alternate tenant for the balance of the Lease. Any such substitution of tenants by ACF shall not constitute an event of default under the Lease, nor shall any substitution trigger termination of the Lease or any remedy under it.

16. NOTICE:

a. Notice under this Lease shall be given in writing, U.S. Mail, postage pre-paid and addressed as noted below, and shall be effective three (3) days after the date upon which notice is given:

If to Landlord:

Shelby County Board of Education
410 East College Street
P.O. Box 1910
Columbiana, AL 35051

If to CDI HS:

Kathi Boyer-Edwards
Site Manager
322 Columbia Ave.
Columbia, IL 62236

AND

NIC Project Director
CDI Head Start
10065 E. Harvard Avenue, Suite 700
Denver, CO 80231

b. In addition, Landlord shall send ACF a copy of all notices of default or notice that Landlord intends to exercise its remedies of cancellation or termination which are sent to Tenant on the day that Landlord so notifies Tenant. Landlord shall also notify ACF promptly of any intention to mortgage the Premises or that a lien or other Encumbrances affecting title has been attached to the Premises. Such notices shall be provided in the same manner as provided in Section 15(a) and shall be given to:

Administration for Children and Families
Regional Grants Management Officer
Atlanta Regional Office
61 Forsyth Street
Suite 4M60
Atlanta, GA 30303-8909

17. LANDLORD WARRANTIES. As of the date of execution of this Lease, Landlord represents and warrants to Tenant the following: 1) Landlord is the fee simple owner of and has access rights to the Premises; 2) Landlord has the right to make this Lease and perform the obligations herein; 3) Tenant's intended use and occupancy of the Premises complies with all zoning laws and ordinances affecting the Premises.

18. MISCELLANEOUS.

a. Severability; Amendment; Binding Effect; Etc. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. This Lease contains the entire agreement of the parties, and neither party is relying upon any representation not contained herein. This Lease may be amended only by an instrument in writing signed by the Landlord and CDI HS. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

b. Option to Renew. Landlord grants CDI HS the option, exercisable by written notice to Landlord at least 30 days prior to the expiration of the initial term of this Lease, to renew this Lease for an additional fifteen (15) year term immediately following the end of such initial term. All provisions of this Lease shall be applicable to any such renewal term, and CDI HS shall have the right to terminate this Lease on 30 days written notice to Landlord, at any time during such extended term, with or without cause, and, upon such termination, CDI HS shall have no further obligations to Landlord under the Lease or relating to the Premises.

c. Holding Over. If CDI HS holds over after the expiration of the term of this Lease, or any extended term, if applicable, without written agreement providing otherwise, then CDI HS shall be deemed to be a tenant from month to month, at a monthly rent equal to the last monthly rent payable under this Lease, and subject to all of the other provisions and conditions of this Lease.

d. Release of Information. Landlord hereby authorizes CDI HS to release information regarding (including without limitation, full reports and results) any and all environmental testing completed with regard to the Premises (including without limitation, lead, asbestos, and radon testing) as directed by the Department of Health and Human Services (DHHS)/the Office of Head Start (OHS).

e. Attorneys' Fees. In any action to enforce or contest any provision of this Lease, or to obtain a declaration of the rights or obligations of the parties hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred by such party in connection with such action.

f. Recording of Lease. The parties agree that either party may record this Ground Lease Agreement in the real estate records.

g. Surrender. Any improvements, alterations or fixtures not removed by CDI HS from the Premises within 15 days after the expiration or earlier termination of this Lease shall be deemed abandoned and shall become the property of Landlord, and CDI HS shall have no further responsibility for such improvements, alterations or fixtures.

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IN WITNESS WHEREOF, the undersigned have executed this Lease effective as of the date set forth above.

LANDLORD:

Shelby County Board of Education

By: Randy Sutton

Its: Superintendent

Taxpayer ID #: 63-6001081

CDI HS:

Community Development Institute Head Start, a Colorado Nonprofit Corporation

By: Kathi Bogue-Edwards

Its: Site Manager

Taxpayer ID #: 841548541

THE STATE OF ALABAMA

COUNTY SHELBY

I, a Notary Public, in and for said County in said State, hereby certify that Kathi Bogue-Edwards **whose name as** Site Manager **of the Community Development Institute Head Start, a Colorado nonprofit corporation, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.**

Given under my hand this the 27 **day of** April, **20** 18.

Misty Lynn Ragsdale

Notary Public

Print Name Misty Lynn Ragsdale

MISTY LYNN RAGSDALE NOTARY PUBLIC ALABAMA STATE AT LARGE

My commission expires:

My Commission Expires 8/21/2019

THE STATE OF ALABAMA

COUNTY SHELBY

I, a Notary Public, in and for said County in said State, hereby certify that Randy Fuller whose name as Superintendent of the Shelby Board of Education, a School District, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11 day of April, 2018.

Leigh F. Laatsch

Notary Public

Print Name Leigh F. Laatsch

My commission expires:

MY COMMISSION EXPIRES FEBRUARY 18, 2020

AMENDMENT AGREEMENT
to LEASE AGREEMENT # 1

This Amendment Agreement is entered into by and between Community Development Institute Head Start, a Colorado nonprofit corporation, (herein "CDI HS") and Shelby County Board of Education (herein "Landlord") who agree as follows:

A. Landlord and CDI HS previously entered into a lease agreement for property located at 802 8th Avenue, Calera, AL 35040, for the purpose of allowing CDI HS to lease or occupy certain real property for the purpose of operating a Head Start/Early Head Start program, or related activities.

B. The parties desire to amend the terms of their lease agreement as follows:

Section 1 shall be amended to include the attached Calera site plan.

C. All other terms and conditions agreed to in the original lease shall remain in full force and effect.

D. A copy of the agreement dated April 27, 2018, is attached to this Amendment Agreement, and made a part of this Amendment Agreement.

Dated this 11 day of February, 2019

Shelby County Board of Education

By: _____
Its: Superintendent

Community Development Institute Head Start, a Colorado nonprofit corporation

By: Gail Surles Digitally signed by Gail Surles Date: 2019.02.11 14:45:59 -06'00'
Title: _____

Calera Site Plan with Modular new location.

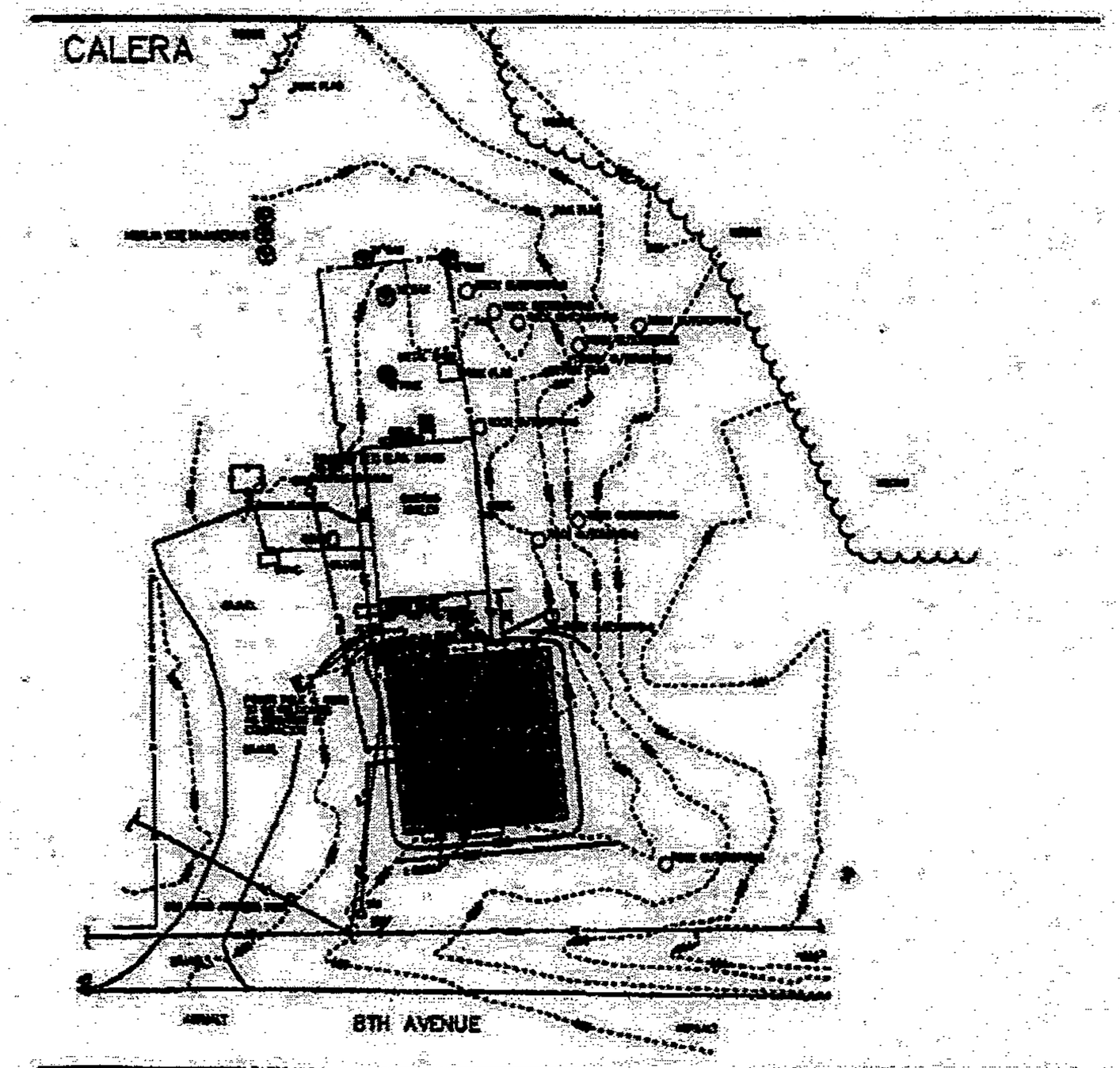

Exhibit 2

LEGAL DESCRIPTION

A parcel of land lying in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commencing at a found 8" concrete post at the intersection at the East ROW of 10th Street and the North ROW of 8th Avenue, thence North 88°13'01" East, a distance of 357.42 feet to a set half inch rebar on the North ROW of 8th Avenue, which is the POB of the parcel herein described; thence leaving said ROW North 00°25'07" West, a distance of 285.01 feet to a set half inch rebar; thence North 79°33'25" East, a distance of 153.79 feet to a set half inch rebar; thence South 05°33'56" East, a distance of 310.25 feet to a set half inch rebar on said North ROW; thence along said ROW South 88°41'73" West, a distance of 179.30 feet to the POB, containing 1.13 acres, more or less.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
10/07/2020 11:18:27 AM
$70.00 CHERRY
20201007000455240