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Shelby Cnty Judge of Probate, AL
01/06/2022 11:18:35 AM FILED/CERT

AMENDMENT TO GROUND LEASE AGREEMENT

Dated as of July 1, 2021

between


CITY OF COLUMBIANA, ALABAMA

And

**CULTURAL FACILITIES COOPERATIVE
DISTRICT OF THE CITY OF COLUMBIANA**

NOTICE TO JUDGE OF PROBATE: (1) THIS INSTRUMENT AMENDS THAT CERTAIN GROUND LEASE AGREEMENT DATED MAY 1, 2018 AND RECORDED AS INSTRUMENT NO. 20180808000284070 IN THE PROBATE RECORDS OF SHELBY COUNTY, ALABAMA; AND (2) PURSUANT TO SECTION 11-99B-14 OF THE CODE OF ALABAMA (1975), THIS INSTRUMENT IS ENTITLED TO BE FILED OF RECORD IN THE PROBATE RECORDS EXEMPT FROM THE PAYMENT OF ANY TAX OR FEE.

STATE OF ALABAMA
SHELBY COUNTY


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AMENDMENT TO GROUND LEASE AGREEMENT

This **AMENDMENT TO GROUND LEASE AGREEMENT** (the "Amendment") is dated as of July 1, 2021 and is entered into by and between **CULTURAL FACILITIES COOPERATIVE DISTRICT OF THE CITY OF COLUMBIANA** (the "District"), a public corporation organized under the laws of the State of Alabama, as tenant, and the **CITY OF COLUMBIANA** (the "City"), a municipal corporation organized under the laws of the State of Alabama, as landlord.

Recitals

This Amendment amend the Ground Lease Agreement dated May 1, 2018 (the "Original Lease"), between the District and the City, and recorded as Instrument No. 20180808000284070 in the Probate Records of Shelby County, Alabama.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Article 1

Amendment to Original Lease

Section 2(b) of the Original Lease is hereby deleted in its entirety and replaced with the following new Section 2(b):

"(b) This Lease Agreement shall automatically terminate when payment of all amounts relating to the District's Taxable Revenue Bonds (City of Columbiana Old Mill Square Project), Series 2021 shall have been made, but in no event later than May 31, 2048. Although the termination of this Lease Agreement shall be automatic without any act or notice of the City or the District, the City and the District hereby agree to execute and deliver whatever instrument that the other party reasonably requests to evidence such termination."

Article 2

Miscellaneous

Section 2.1 Confirmation of Original Lease

All the terms, covenants and conditions of the Original Lease, as supplemented by this Amendment, are hereby in all things confirmed and they shall remain in full force and effect.

Section 2.2 Binding Effect

This Amendment shall inure to the benefit of, and shall be binding upon, the District, the City and their respective successors and assigns.

Section 2.3 Severability

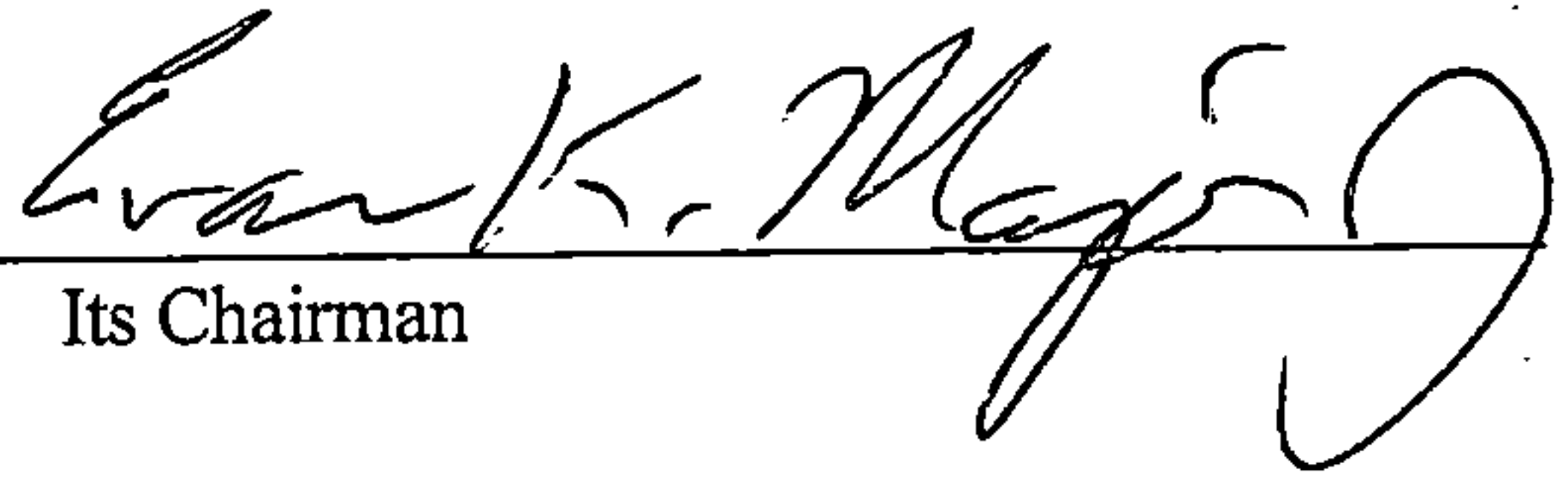
In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

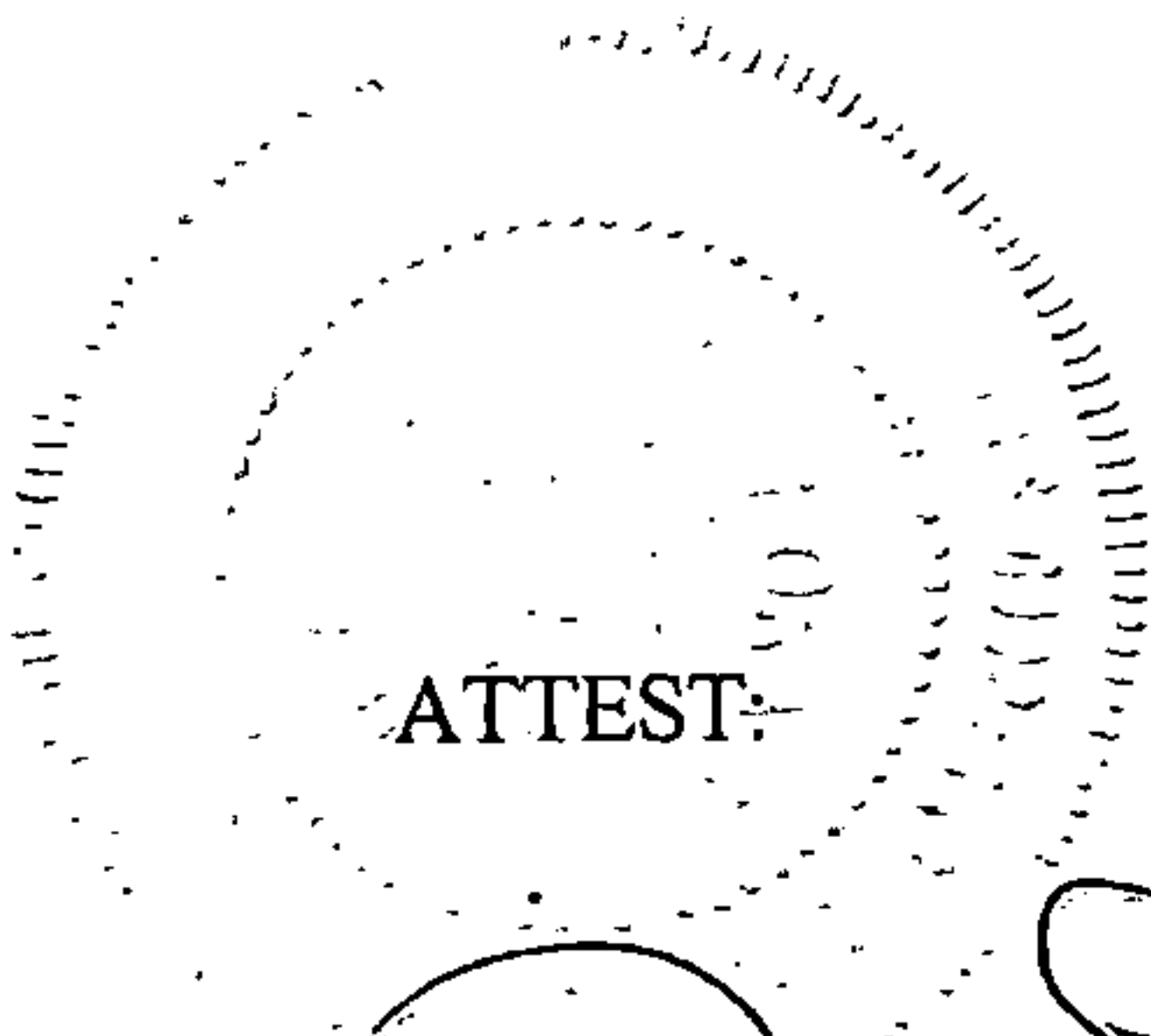
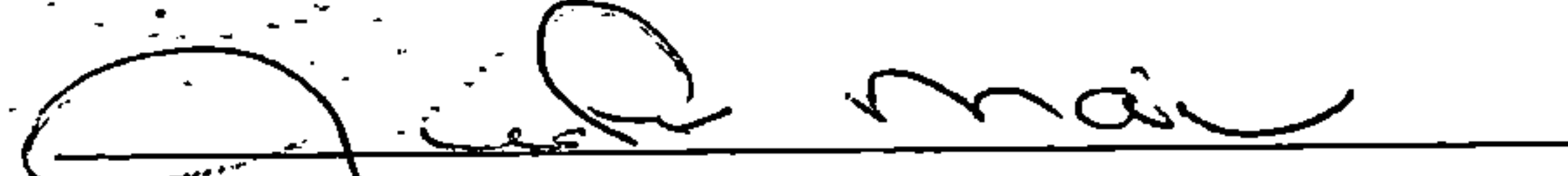


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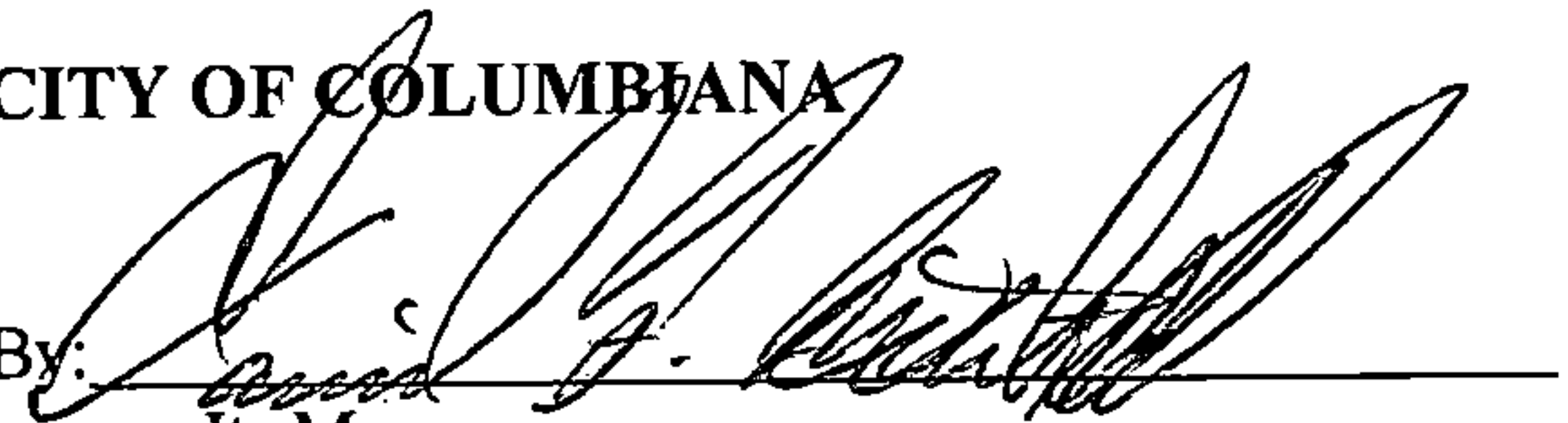
IN WITNESS WHEREOF, the District and the City have caused this Amendment to be executed in their respective names, have caused their respective seals to be hereunder affixed, and have caused this Amendment to be attested, all by their duly authorized officers, as of the date first set forth above.

**CULTURAL FACILITIES COOPERATIVE
DISTRICT OF THE CITY OF COLUMBIANA**

By: 
Its Chairman


ATTEST:

Its Secretary

[SEAL]

CITY OF COLUMBIANA
By: 
Its Mayor

ATTEST:

Its City Clerk

[SEAL]

This instrument was prepared by:
C. Bradley Cherry
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
Suite 1700
Birmingham, Alabama 35203

STATE OF ALABAMA
SHELBY COUNTY

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I, Brad Cherry, a Notary Public in and for said County in said State, do hereby certify that Evan Major, whose name as Chairman of **Cultural Facilities Cooperative District of the City of Columbiana**, a public corporation organized under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand this the 6th day of July, 2021.


Notary Public

NOTARIAL SEAL

My commission expires: _____

My Commission Expires: 2/22/2022

STATE OF ALABAMA
SHELBY COUNTY

I, Brad Cherry, a Notary Public in and for said County in said State, do hereby certify that David Mitchell, whose name as Mayor of the **City of Columbiana**, a municipal corporation organized under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand this the 6th day of July, 2021.


Notary Public

NOTARIAL SEAL

My commission expires: _____

My Commission Expires: 2/22/2022