
Prepared by, and after recording return to, Peter Marshall Jones, Jr. (MS Bar #106824), Bradley Arant Boult Cummings LLP, One Jackson Place, 188 E. Capitol Street, Suite 1000, Jackson, MS 39201, telephone: 601-592-9952

Assignor: Mississippi Action for Progress, Inc., 6360 I-55 North, Suite 400, Jackson, MS 39211, telephone: 601-923-4100

Assignee: Delta Health Alliance, Inc., 435 Stoneville Road, Stoneville, Mississippi 38776, telephone: 662-686-7004

Indexing instructions: Southwest ¼ of Section 14, Township 10 South, Range 5 East, Lee County, Mississippi

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”) is made effective as of the ___ day of _____, 2026 (the “Effective Date”), by and between Mississippi Action for Progress, Inc., a Mississippi non-profit corporation (“Assignor”), and Delta Health Alliance, Inc., a Mississippi non-profit corporation (“Assignee”).

RECITALS

WHEREAS, the City of Tupelo, Mississippi is the owner of certain real property located in Lee County, Mississippi and more particularly described on Exhibit A attached hereto (the “Property”) pursuant to that Warranty Deed recorded in Book 1857 at Page 459 in the office of the Chancery Clerk of Lee County, Mississippi; and

WHEREAS, the Property is commonly known as the Head Start Center Facility (the “Head Start Facility”) in the Haven Acres Community Center (the “Community Center”), located at 3288 Willie Moore Road, Tupelo, Mississippi 38801; and

WHEREAS, the City of Tupelo, the Boys & Girls Club of North Mississippi, the Haven Acres Neighborhood Association, Weed & Seed, the Lee County Board of Supervisors and Lift,

Inc. entered into a Memorandum of Understanding dated July 16, 2002 (the “MOU”), pertaining to the operation and maintenance of the Head Start Facility and the Community Center; and

WHEREAS, Lift, Inc. assigned its interest in the MOU to Community Development Institute Head Start as shown by the Notice of Assignment dated October 14, 2009 and recorded as Inst. No. 2009015098 in the office of the Chancery Clerk of Lee County, Mississippi; and

WHEREAS, Community Development Institute Head Start assigned its interest in the MOU to Assignor through that certain Assignment Agreement dated April 3, 2010 and recorded as Inst. No 2010007997 in the office of the Chancery Clerk of Lee County, Mississippi; and

WHEREAS, Assignor wishes to assign its interest in the MOU to Assignee through this Agreement.

AGREEMENT

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

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. **Assignment**. Assignor hereby assigns and sets over to Assignee all of its right, title and interest in and to the MOU. Assignee agrees to perform all obligations of Assignor under the MOU which first arise or become performable on or after the Effective Date, and Assignee agrees to be bound from and after the Effective Date and until the date of any termination or assignment of the MOU, by all the terms and conditions of the MOU. In no event shall Assignee have any liability with respect to any defaults or past due obligations or other obligations under the MOU which arose prior to the Effective Date or as a result of Assignor’s occupancy of the Community Center.
3. **Recording of Agreement**. The parties agree that this Agreement shall be recorded by Assignee in the land records in the office of the Chancery Clerk of Lee County, Mississippi.
4. **Miscellaneous**. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. A signature transmitted by facsimile or electronic transmission shall be effective between the parties. Except as expressly stated herein, the MOU shall remain in full force and effect in accordance with its terms.

[Remainder of page left intentionally blank; signature pages follow]

[Signature page – Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the dates of their respective signatures below, and effective as of the Effective Date.

ASSIGNOR:

MISSISSIPPI ACTION FOR PROGRESS, INC.,
a Mississippi non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on the ___ day of _____, 2026, within my jurisdiction, the within named _____, who acknowledged that he is _____ of Mississippi Action for Progress, Inc., a Mississippi non-profit corporation, and that for and on behalf of said non-profit corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said non-profit corporation so to do.

Notary Public

My commission expires:

(seal)

[Signature page – Assignment Agreement]

ASSIGNEE:

DELTA HEALTH ALLIANCE, INC.,
a Mississippi non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on the ____ day of _____, 2026, within my jurisdiction, the within named _____, who acknowledged that he is _____ of Delta Health Alliance, Inc., a Mississippi non-profit corporation, and that for and on behalf of said non-profit corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said non-profit corporation so to do.

Notary Public

My commission expires:

(seal)

EXHIBIT A

The Head Start Facility in the Haven Acres Community Center is located at 3288 Willie Moore Road, Tupelo, Mississippi, 38801 and identified as Parcel No. 106S-14-050-01; PPIN #7905. Such property is legally described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 14, Township 10 South, Range 5 East and run South 1007 feet to the Northwest corner of the Frierson lot for a Point of Beginning ; thence run South 89 degrees 11 minutes East along an old established line for 630.0 feet to an old iron pin at the Northeast corner of the Bryant Williams property; thence run North for 420.0 feet to an iron pin; thence run North 89 degrees 11 minutes West for 630.0 feet; thence run South for 420.0 feet to the Point of Beginning. All lying and begin in the Southwest Quarter of Section 14, Township 10 South, Range 5 East, Lee County, Tupelo, Mississippi.