

This Assignment and Assumption of Leases (this "Assignment") dated as of the 23rd day of March, 2022 is entered into by and between Michael Catanese ("Assignor"), and Frank Gattina, as ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Contract between Buyer and Seller dated January 23, 2022, (the "Purchase Agreement") with respect to that certain real property commonly known as 2722 Chandalar Place Drive, Pelham, Alabama 35124, further described in the attached Schedule "A" (the "Property");

WHEREAS, Michael Catanese is now the Lessor under the leases set forth in Schedule "B" attached hereto with respect to the Property;

WHEREAS, Frank Gattina as the Seller to the Purchase Agreement is also acting as Lender to the sales transaction and providing financing in the amount of \$350,000.00 to Michael Catanese.

WHEREAS, Assignor desires to assign its interest under the Leases to Assignee, and Assignee desires to accept the assignment thereof;

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby assigns to Assignee all of its right, title and interest under the Leases. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, arising as a result of Assignor's breach of the terms of the Leases on or prior to the date hereof.
2. Effective as of the date hereof, Assignee hereby assumes all of the Assignor's obligations under the Leases. Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, arising as a result of assignee's breach of the terms of the Leases after the date hereof.
3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.
4. All capitalized terms used herein, but not defined, shall have the meanings given to such terms in the Purchase Agreement.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

By:


Michael Catanese

ASSIGNEE:

By:


Frank Gattina

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that, Michael Catanese, who is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Assignment, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of April, 2022.


Notary Public

My commission expires: 4 30 24

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that, Frank Gattina, who is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of this Assignment, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29 day of April, 2022.


Notary Public

My commission expires: 4 30 24

Part of the NW 1/4 of the NE 1/4, Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said N/W 1/4 of NE 1/4 run in an Easterly direction along the South line of 1/4-1/4 Section for a distance of 432.76 feet to the Point of Beginning; thence continue along last mentioned course for a distance of 194.98 feet to an existing iron pin; thence turn an angle to the left of 89°58'40" and run in a Northerly directly for a distance of 153.51 feet to an existing iron pin; thence turn an angle to the left of 85°47'50.5" and run in a Westerly direction of 183.20 feet to an existing iron pin; thence turn an angle to the left of 90° and run in a Southerly direction for a distance of 167.46 feet more or less to the Point of Beginning; being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/29/2022 11:24:03 AM
\$31.00 CHERRY
20220329000126710

Schedule "B"

Allen S. Byrd

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of Dec 2020

BETWEEN:

Frank Gattina of Papa's & Bullman
Telephone: 205-586-0891 Fax: N/A
(the "Landlord")

OF THE FIRST PART

- AND -

Jeremy Scarpace of 2722 Chandalar Place Drive Pelham AL 35124
Telephone: (334) 595-1635
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 2722 Chandalar Place Drive Pelham Alabama 35124, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas