

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Agreement"), made and entered into as of Sept 10th, 2015 (the "Effective Date"), by and between Woerner AgriBusiness, LLC, an Alabama limited liability company (the "Tenant") and City of Foley Sports Tourism, an Alabama municipality (the "Subtenant").

WHEREAS, Tenant, as tenant, has entered into that certain Lease Agreement (the "Lease Agreement") with Woerner Gulf Beach Express, Inc. (the "Landlord"), for the use and occupation of Fields 331 and 335 containing 34.6 more or less acres and being a part of the property described on Exhibit "A" therein (the "Property"); and

WHEREAS, Subtenant has requested and Tenant has agreed to transfer, set-over and assign Tenant's rights and obligations under the Lease Agreement to Subtenant, and Subtenant has agreed to assume the same, pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises, and good and valuable other consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not defined herein shall have the meaning provided to them in the Lease Agreement.

2. **Sublease.** Tenant hereby sublets, transfers and sets-over to Subtenant all of Tenant's rights, title and interest in and to the Property under the Lease Agreement and Subtenant hereby accepts said sublease, transfer and conveyance of the Tenant's interest in the Property and obligations under the Lease Agreement, arising and accruing on or after the Effective Date, and agrees to be bound by all of the terms and conditions of the Lease Agreement, other than as provided for herein below. Provided, however, Tenant shall retain all of Tenant's rights in any advanced rent or security deposit paid by Tenant to Landlord.

3. **Term.** The term of this Agreement (the "Term") shall begin on November 1, 2015 and shall expire on April 1, 2016. Subtenant shall be entitled to the use and occupation of the Property throughout the Term; provided, however, that Subtenant may not enter onto the Property until Subtenant has delivered to Tenant the evidence of insurance required under Section 6 hereof.

4. **Rent.** Subtenant shall commence one rental payment of \$5,000.00 hereunder on November 1, 2015 (the "Rent Commencement Date"). Any payment of Rent hereunder or under the Lease Agreement that is not received by Tenant on or before the date that is five (5) days after the same is due and payable shall (i) be subject to a five percent (5%) late payment fee, which shall be due with the payment to which the late payment fee relates, to offset Tenant's expense in handling the late payment, and (ii) shall bear interest from due date until paid at the rate of twelve percent (12%) per annum.

5. **Alterations.** Subtenant accepts the Premises in their "as is" condition. Subtenant agrees to make no alterations, additions or improvements to the Property without Landlord's prior written consent, a copy of said consent shall be furnished to Tenant before the commencement of any work. The Subtenant's Work, as well as any other approved alterations and improvements or the removal thereof, shall be at Subtenant's sole cost and expense and must otherwise comply with the provisions of the Lease Agreement relating to alteration and improvements. For the duration of the contract/lease Woerner Turf will provide a grass surface sufficient for sports play.

6. **Insurance.** Throughout the Term and any extensions or renewals thereof, Subtenant, at its sole cost and expense, shall maintain in force all policies for the following insurance:

- 1) Commercial general liability insurance, including contractual liability insurance, with coverage in an amount of not less than \$500,000 for property damage loss from any one accident, \$1,000,000 for personal injuries from any one accident, and \$2,000,000 for injuries to any one person for any one accident. Such insurance shall be endorsed to provide that the insurance shall be primary to

and not contributory to any similar insurance carried by Tenant, and shall contain a severability of interest clause.

- 2) Insurance covering Subtenant's fixtures, equipment, signs and tenant improvements in or appurtenant to the Property to the full insurable value thereof against loss or damage by fire and by the perils ordinarily covered by an extended coverage endorsement insuring Subtenant and Tenant, as their respective interests shall appear.
- 3) Workers' compensation insurance providing statutory benefits to employees of Lessee in the State of Alabama with a waiver of subrogation in favor of Tenant and employer's liability insurance with limits of not less than \$100,000 per accident or disease and \$500,000 aggregate by disease.
- 4) Subtenant shall name the Tenant and the Landlord as an additional insureds under said policies. Subtenant shall require all contractors, subcontractors, or other materialmen or laborers conducting the Subtenant's Work or other approved alternations and improvements to be properly licensed and insured.

7. **Indemnity.** Subtenant hereby releases Tenant from, and agrees to defend, indemnify and hold Tenant harmless from and against, any and all losses, damages, claims or expenses, including reasonable attorneys' fees, arising from Subtenant's use of the Property, or from the conduct of Subtenant's business or from any activity, work or things done, permitted or suffered by the Subtenant, its agents, employees, contractors or invitees, in or about the Property or elsewhere, or from any negligence of Subtenant, the Landlord, or their agents, contractors, employees, or invitees. Furthermore, Subtenant shall indemnify, defend and hold Tenant harmless from and against any violation of the Lease Agreement caused by Subtenant, including default thereunder.

8. **Holding Over.** Should Subtenant hold over in possession after the expiration or termination of this Agreement without written permission of Tenant and Landlord, such continued possession shall not be construed as a renewal of this Agreement, but shall be construed as a tenancy at sufferance from month-to-month at twice the Base Rent of the last month of the Term.

9. **Default.** Subtenant shall be deemed in default of its obligations under this Agreement for any default provided for under the Lease Agreement, and Tenant shall have all remedies available to the Landlord under the Lease Agreement upon such default, including acceleration of Rent.

10. **Notices.** All notices permitted or required under this Agreement or the Lease Agreement shall be served in accordance with the terms of the Lease Agreement to the following addresses or such other address as may be designated by either party by written notice to the others:

To Tenant:	Woerner AgriBusiness, LLC 818 N. McKenzie St. Foley, AL 36535
To Landlord	Woerner Gulf Beach Express, Inc. 818 N. McKenzie St. Foley, AL 36535
To Subtenant	City of Foley, Foley Sports Tourism Complex 407 East Laurel Avenue Foley, AL 36535

11. **Attorneys' Fees.** If either party commences any legal proceedings against the other with respect to the enforcement or interpretation of the terms and conditions of this Agreement or the Lease Agreement, the non-prevailing

party shall pay to the other expenses incurred by in said proceedings, including reasonable attorneys' fees and cost through appellate and bankruptcy proceedings.


12. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

13. **Counterparts.** This Agreement may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date. Facsimile or other electronic signatures (including pdf) shall be treated as originals.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

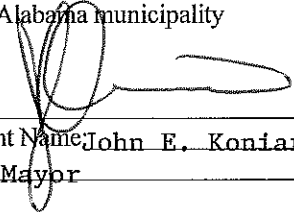
Signed, sealed and delivered

In our presence as witnesses:


Print Name: VICTORIA Southern
City Clerk


Print Name: Katy Taylor
As to Subtenant


City of Foley
Foley Sports Tourism Complex
an Alabama municipality


By: 
Print Name: John E. Koniar
Its: Mayor

"SUBTENANT"

Woerner AgriBusiness, LLC
an Alabama limited liability company


Print Name: William Duggar


Print Name: Rose Story
As to Tenant

By: 
Print Name: Allen E. Woerner
Its: Owner/Partner


"TENANT"

ACKNOWLEDGEMENT AND CONSENT OF LANDLORD:

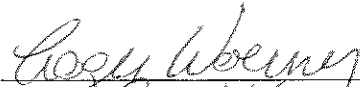
The undersigned is executing this Acknowledgement and Consent to evidences its consent to this Sublease Agreement.

Signed, sealed and delivered
In our presence as witnesses:


Print Name: William Duggar


Print Name: Rose Storch
As to Landlord

Woerner Gulf Beach Express, Inc.,
an Alabama corporation

By: 
Print Name: Roger Woerner
Its: Member/Manager

"LANDLORD"

EXHIBIT "A"

[PROPERTY DESCRIPTION]

Begin at the Southeast corner of Section 3, Township 8 south, Range 4 East in Baldwin County, Alabama. Thence run South $89^{\circ}42'37''$ West for 1103.03' to a point on the Eastern right of way of a proposed road right of way; Thence run along said Eastern right of way line North $00^{\circ}18'26''$ West 2604.25' to a point of curvature; Thence run along a curve to the right having a radius of 2191.83' and an arc length of 1350.59' to a point; Thence run North $34^{\circ}59'53''$ East for 1279.06' to a point on the East line of said Section 3; Thence run along said East line South $00^{\circ}09'03''$ West for 4915.30' to the point of beginning. Subject to a public right of way over and across the Southern portion thereof. Containing 108 acres.