

**STATE OF ALABAMA  
TUSCALOOSA COUNTY**

## **SUBLEASE AGREEMENT**

### **PARTIES:**

THIS SUBLEASE DATED 11/29/2018, IS EXECUTED BY AND BETWEEN Jefferson Fuel Source LLC whose address is P.O. Box 360952, Birmingham, AL 35236, (hereinafter referred to as the "Sublessor") and Cahaba Resources LLC (hereinafter referred to as the "Sublessee"). A copy of the original Lease is attached to this Sublease Agreement and is incorporated herein. The Sublessee agrees to comply with all the terms and conditions of the original Lease.

### **PREMISES:**

The Sublessor herein agrees to sublease to the Sublessee and the Sublessee herein agrees to sublease from the Sublessor for the balance of the lease term, and upon all of the conditions set forth herein, the property is located in Tuscaloosa County Alabama and is described in the Lease between Jefferson Fuel Source LLC and X-Ring Property Management, LLC. Said real property, including any land and any improvements thereon, shall hereafter be referred to as the "Premises."

### **EMERGENCY CONTACT INFORMATION:**

If during the sublease any issues or problems arise with the Premises, the Sublessee agrees to contact Jefferson Fuel Source at the telephone number: 205-222-1886.

***WHEREAS***, the Landlord, X-Ring Property Management, LLC, by the signing of this Sublease Agreement herein approves of the Sublessee's occupancy of the Premises subject to the terms and conditions set forth hereinafter. In consideration of the mutual promises and covenants exchanged between the Landlord and the Sublessor and the Sublessee herein, it is hereby agreed as follows:

### **TERM:**

The term of this sublease shall be for a period of three years, commencing on 11/29/2018, unless otherwise stipulated herein.

**DELAY IN COMMENCEMENT OF SUBLEASE:**

In the event that the Sublessor is not able to deliver possession of the Premises to the Sublessee on the aforementioned commencement date, the Sublessor shall not therefore be held liable, nor shall such failure affect the validity of this lease or obligations of the sublease hereunder or extend the term thereof, but in such case as a delay in commencement should occur, the Sublessee shall not be obligated to pay any rent until such time as the Sublessee takes possession of the Premises. However, in the event that the Sublessor does not deliver possession of said Premises to the Sublessee within sixty (60) days from the aforementioned commencement date, the Sublessee may at their sole discretion, by way of written notice to the Sublessor, may cancel the Sublease, and at which time the parties shall be discharged and released from any and all obligations associated with this Sublease.

**MONTHLY LEASE AMOUNT:**

The Sublessee shall pay to the Sublessor a monthly rental amount of [REDACTED] on the First day of each month for the duration of the term of this lease. Upon the signing of this Sublease Agreement, the Sublessee shall pay to the Sublessor the first month's rent in advance. All future monthly payments shall be sent, shall be mailed or hand delivered to the Sublessor at the aforementioned address in paragraph one (1) or to such other person or place as the Sublessor may designate in writing.

**USE OF PREMISES:**

The Sublessee shall have complete use and control of the Premises for the duration of the Sublease Agreement, until such time as the sublease expires, subject to the terms of the original Lease.

**CONDITION OF THE PREMISES:**

The Sublessee acknowledges that the Premises are in good repair and in safe and clean condition unless otherwise indicated below:

**WASTE, NUISANCE OR UNLAWFUL USE:**

The Sublessee shall not cause or allow waste on the Premises, or maintain or permit to be maintained a nuisance on the Premises, or use or permit the Premises to be used in an unlawful manner.

**ATTORNEY'S FEES:**

In the event that of a breach of this agreement or should legal recourse be deemed necessary by either party of this Sublease Agreement, the parties herein agree that the prevailing party shall have the right to recover as part of the judgment reasonable attorney's fees, filing fees and/or court cost.

**BINDING EFFECT:**

This Sublease Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators and assignees of the parties.

**GOVERNING LAW:**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Alabama.

The undersigned have read the foregoing Sublease prior to execution and hereby acknowledge receipt of a copy of this Sublease Agreement.

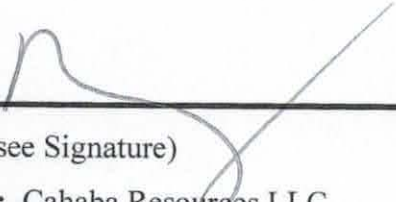


\_\_\_\_\_  
(Sublessor Signature)

11/29/18

\_\_\_\_\_  
(Dated)

**NAME:** Jefferson Fuel Source LLC  
**ADDRESS:** P.O. Box 360952  
**CITY, STATE, ZIP:** Birmingham, AL 35236  
**TELEPHONE:** 205 222-1886



\_\_\_\_\_  
(Sublessee Signature)

11/29/18

\_\_\_\_\_  
(Dated)

**NAME:** Cahaba Resources LLC  
**ADDRESS:** P.O. Box 122  
**CITY, STATE, ZIP:** VANCE, AL 35490  
**TELEPHONE:** 205 799-2523



\_\_\_\_\_  
(Surface Owner Signature)

11/29/18

\_\_\_\_\_  
(Dated)

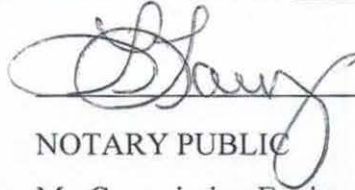
**NAME:** X-Ring Property Management, LLC  
**ADDRESS:** 7091 Forest Mill Drive  
**CITY, STATE, ZIP:** Cottdale, AL 35453  
**TELEPHONE:** 205 886-7165

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Randall E. Crawford, Barrett S. Fikes, Joseph R. Fortner, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this, the 29<sup>th</sup> day of November 2018.

  
NOTARY PUBLIC

My Commission Expires: March 22, 2022

