

TDSRS # 4
OLD CC ROAD

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF LIVINGSTON

This Lease Agreement is made and entered into between:

TROY G. WAGNER ^{Investments} having a permanent mailing address of 3806 Hwy 1036 Holden, LA 70744 and a tax identification number of 72-1131532, referred to herein as Lessor,

and

Livingston Parish, having as its mailing address P.O. B. 335 Livingston, LA. referred to herein as Lessee, and represented by Livingston Parish Council

WITNESSETH

1. For the consideration and upon the terms, conditions and stipulations hereinafter set forth, Lessor does by these presents hereby lease unto Lessee the following described land situated in Livingston Parish, Louisiana, to-wit: 5-10 acres, more or less, being a portion of 150 acres, belonging to Lessor, and located in the northeast of this Parish and State. The actual amount of property leased shall be determined by Lessee and shall include only that part of the Lessor's property deemed necessary for the use described in Paragraph 4, below. The leased amount shall exceed _____ acres, and shall be supplemented to this lease.
2. The term of this lease shall be for a period of 3 consecutive months from date of entry upon subject property by lessee for intended use of this contract. The initial term of this lease shall expire 12/17/08, which shall be _____ days from lessee's entry upon subject property. Lessor grants to Lessee the option to extend this lease from the end of its term for 3 additional terms of 3 months each, on the same terms and conditions as specified in the primary lease.

3. The additional consideration beyond improvements and other considerations for this lease shall be \$ 1000 Dollars per month per acre of land leased. Payment shall come due upon availability of funds.
4. This lease is granted to Lessee for the purpose of storage and reduction of vegetative storm debris, created in Livingston Parish by Hurricane Gustav, and for the storage equipment, machinery, and temporary offices/housing as necessary to accomplish the work, but does not include any other activities. "Vegetative Agency Disaster Recovery Manual (as revised January 2005) for burnable debris. Burnable debris does not include garbage, construction and demolition materials or any non-burnable debris.
5. In the event Lessee authorizes construction or placement of any improvements or other property on the land, said property shall be removed within sixty (6) days after the termination or expiration of the lease. All property of any type placed on the leased premises by lessee, its contractor and subcontractors, and their agents and assigns, shall remain the property of same, and lessor hereby waives any claims or liens it may have to such property.
6. Lessee and Authorized Persons shall have the right and assume the responsibility to establish rules and regulations as necessary to conduct operations upon said land in a safe, prudent and efficient manner. Accordingly, lessor grants unto lessee exclusive use of leased premises and any other ingress/egress to premises provided by lessor.
7. Lessee, its contractor and subcontractors, agents and assigns, shall have the rights of ingress and egress upon and over the subject land at any and all times for the exercise of the rights herein granted. This shall include the right to use existing roads over said lands and shall have the right to construct any additional roads or make any alterations to said existing roads, without the consent of Lessor. Lessor does not warrant the condition of any roads on said land, nor does Lessor agree to maintain any such roads in any particular condition.
8. Lessee expressly acknowledges its independent duty before use of the subject property to determine the adequacy thereof for its intended use before using same. Lessee agrees to promptly notify Lessor of any injury or damage to the leased premises. Should it be necessary for Lessee to cross over any property of the Lessor which is not subject of this lease in order to access the leased property, Lessor hereby provides the same rights of ingress and egress under the terms of this contract unto Lessee for that purpose, however the use of such additional property of Lessor shall not increase amount of consideration as originally set out above.

9. Lessee shall require that its contractor and subcontractors abide by and comply with any and all applicable local, state and federal laws and regulations pertaining to its operations on said land.

THUS DONE AND SIGNED on _____, 2008 at _____

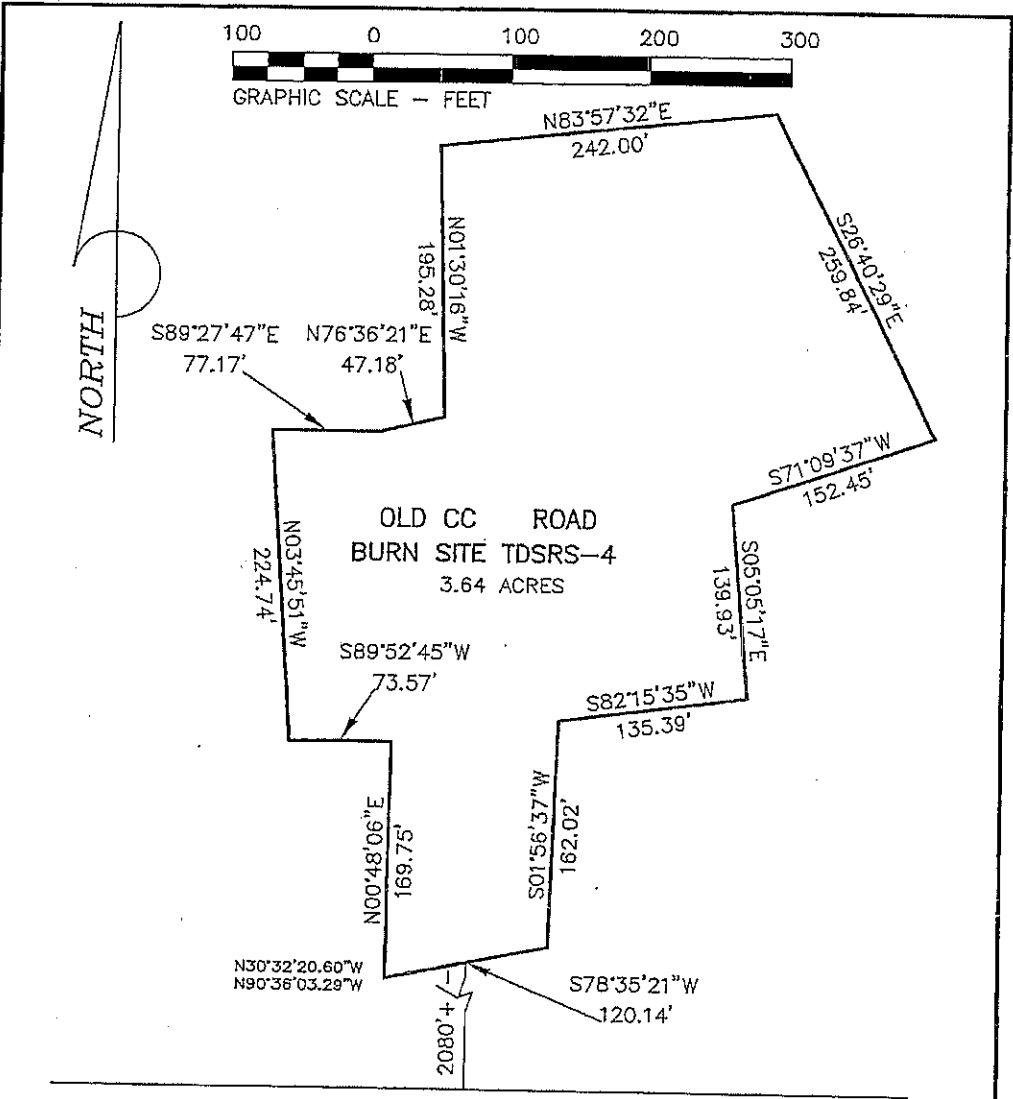
Troy Wagner
LESSOR

WITNESSES:

Jimmie McCoy
LESSEE

NOTARY PUBLIC

2090082



MAP SHOWING SURVEY
OF
OLD CC ROAD
BURN SITE TDSRS-4
LOCATED IN SECTION 10, T6S-R6E
GREENSBURG LAND DISTRICT
LIVINGSTON PARISH, LOUISIANA



THIS MAP REPRESENTS THE LIMITS OF USE FOR DEBRIS DISPOSAL AND DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY AS DEFINED BY LOUISIANA MINIMUM STANDARDS.

McLin & Associates, Inc.
 Engineering and Land Surveying
 28399 FROST ROAD LIVINGSTON, LA. 70764 (225)886-1444

Lester A. McLin, Jr.
 LESTER A. McLIN, JR.
 PROFESSIONAL LAND SURVEYOR
 REG. #4470

DATE: 8/19/09

W.O. # 2090082