STATE OF LOUISIANA

COMMERCIAL WATER BOTTOM LEASE

This contract of lease entered into by and between:

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

LEASE CONTRACT NO. _____

Name of Business/Person:	State of Louisiana, State Land Office
Address:	P. O. Box 44124 Baton Rouge, LA 70804
Name of Agent:	Charles R. St. Romain
Title of Agent:	Administrator, State Land Office

hereinafter referred to as "LESSOR", and

Name of Business/Person:

Address:

Agent: (if applicable)

hereinafter referred to as "LESSEE".

This lease will become binding on LESSOR only after execution by LESSOR and delivery to LESSEE. Deposit of LESSEE'S first rental payment into any account of LESSOR does not constitute acceptance of this lease by LESSOR.

AUTHORITY

By virtue of the provisions of L.R.S. 41:1701, et. seq. and upon the terms, conditions and considerations hereinafter set forth, LESSOR does hereby lease and let unto LESSEE, without any warranty of title whatsoever, the following described property owned by the State of Louisiana, and situated in the Parish of _____ to wit:

PROPERTY

hereinafter referred to as "the property".

TERM

The lease is granted for a term of FIVE (5) YEARS, commencing on_____, and ending on _____, with an option in favor of the LESSEE to renew for NINE (9) successive terms as provided for in the rules and regulations promulgated pursuant to La. R.S. 41:1701, et. seq. In no case shall said lease extend beyond a FIFTY (50) YEAR maximum period.

PURPOSE

It is understood and agreed that this lease is made and executed by LESSOR to LESSEE for the sole purpose of _____ _____ (hereinafter called SAID PROJECT) on "the property". The SAID PROJECT authorized by this lease shall be maintained in the location shown on the attached map in accordance with the plans and specifications attached hereto and made a part hereof.

RENTAL

1. The rental payment constituting the consideration of this lease is the price and sum of _____ _____ Dollars per annum.

2. The annual rental required for any renewal of this lease shall be that sum required by law or the rules and regulations promulgated pursuant to La. R.S. 41:1701, et. seq., and in effect on the date of renewal.

3. In the event of late payment and at LESSOR'S option, LESSEE may be granted up to an additional thirty (30) days to make payment. During this thirty (30) day period, any late rental payments tendered by LESSEE must include an additional late penalty payment equal to the annual rental. At LESSOR'S option, rental payments tendered more than thirty (30) days following the due date may be accepted. Acceptance of late payments does not alter the terms of this lease.

IMPROVEMENTS

LESSEE shall not make any additions, alterations or reconstructions of any nature whatsoever to "the property", including improvements, other than those provided for in the original plans and specifications attached hereto, without prior written permission of LESSOR.

CONDITIONS

1. This lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts, whether recorded or unrecorded, affecting "the property".

2. LESSEE shall comply with all federal, state and local rules, regulations and ordinances for sewer, sanitation, fire, safety and any other regulated activities and provide LESSOR with proof of compliance.

3. LESSEE agrees to use "the property" as a good and careful administrator. This includes maintaining "the property" in a neat, clean and orderly manner at all times. No hazardous waste materials shall be placed or stored by LESSEE on or under "the property".

4. Should an Attorney be employed to give special attention to the enforcement or protection of any claim of LESSOR arising from this lease, LESSEE shall pay as fees and compensation to such Attorney such sum as will constitute a reasonable fee including all court costs, together with all other costs, charges and expenses or reimbursement for actual costs occasioned by LESSOR.

5. The drainage, public navigation and marine life of the surrounding area shall not be impeded in any manner.

6. LESSEE acknowledges and understands that the lands and/or water bottoms depicted on the attached plat and specifications are the sole property of the State of Louisiana, and that no proprietary rights or title shall vest in LESSEE or be construed as transferred or abandoned by LESSOR by reason of this lease. LESSEE further understands and agrees that this lease shall not be construed to recognize or confirm title or rights with respect to riparian property relative to adverse claimants or as between riparian owners.

RESERVATIONS

LESSOR reserves the full use and enjoyment of "the property", both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to LESSEE. LESSOR'S reservation includes, but is not limited to the following rights:

1. LESSOR reserves all rights of whatever nature and kind in and to all minerals on or under "the property". These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulphur and other minerals, on or under "the property" or any other lands under the control of LESSOR.

2. LESSOR reserves all rights of whatever nature and kind in and to all other surface or subsurface uses of "the property". These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, mining, production and development of all sand, gravel or shell deposits; issuance of servitudes and rights-of-way; and issuance of permits and leases.

3. Nothing herein contained shall be construed as to prohibit or preclude the LESSOR herein from granting to other persons, associations or corporations the right to cross over or under the property herein described, provided that if such crossing should necessitate the alteration or relocation of the above SAID PROJECT of LESSEE, all costs thereof shall be at the expense of such subsequent grantee, subject to the following:

The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on the lands and/or water bottoms herein granted, and this lease is accepted under the express condition and with the distinct understanding that, if any work by the United States or the State of Louisiana or any department, agency, or political subdivision of either makes it necessary to alter or relocate SAID PROJECT, the entire costs of alteration or relocation shall be borne by the LESSEE, the responsibility on the part of the LESSEE being part of the consideration from which this lease is made.

LESSOR may exercise the rights reserved herein without LESSEE'S consent, so long as those rights granted do not prohibit LESSEE'S use of "the property". LESSEE hereby expressly agrees and declares that LESSOR shall not be liable to LESSEE for damages resulting from the exercise of any rights reserved herein.

ASSIGNMENT/SUBLEASE

This agreement shall be binding upon LESSOR and LESSEE, their respective successors and assigns. This lease may not be assigned, subleased or otherwise transferred in whole or in part without the prior written permission of LESSOR, provided, however, that such consent shall not be necessary in the event of a transfer of the lease resulting from a corporate merger, consolidation or change of name of LESSEE.

HOLD HARMLESS

LESSEE accepts "the property" in its present condition and LESSOR shall not be responsible for damage of any kind to any person or property arising out of or resulting from LESSEE'S use of "the property". LESSEE further agrees to indemnify and to hold LESSOR harmless against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incident thereto, arising wholly or in part from or in connection with the condition, use or existence of "the property" or any of the rights granted herein. LESSEE will, at LESSOR's request, appear and defend any suit arising from any such loss or liability at its own sole cost and expense and will pay any judgement that may be entered against LESSOR therein when said suit is finally determined for such loss or liability resulting from LESSEE's use of "the property".

LESSEE further acknowledges and understands that LESSEE'S acceptance of "the property" in its present condition and without any warranty of title whatsoever by LESSOR, that LESSOR will not be responsible to LESSEE for any loss or damage that LESSEE may suffer as a result of any claim, demand or cause of action that may be brought by third parties asserting riparian or reclamation rights to "the property" leased herein.

LIABILITY INSURANCE

LESSEE is required to maintain a minimum amount of liability insurance of at least One Half Million and 00/100 ($500,000) Dollars of liability insurance or a greater amount as established by LESSOR at all times this lease is in effect. LESSEE shall insure that the State of Louisiana is named as an additional insured and a certificate of insurance shall be submitted to LESSOR upon request to insure continued coverage.

TERMINATION/CANCELLATION

1. Should LESSEE at any time violate any of the conditions of this lease, or discontinue the use of "the property", payments or other expenses assumed under this lease, LESSOR shall have the option to immediately cancel this lease without putting LESSEE in default, LESSEE to remain responsible for all damages or losses suffered by LESSOR. In the event that a default or violation of any of the material conditions of this lease cannot be cured by LESSEE within thirty days (30) days after notice, LESSOR shall not cancel this lease if LESSEE has commenced a commercially reasonable course of action to cure said violation within thirty (30) days after receipt of notice to cure.

2. Should LESSEE at any time use "the property" or any portion thereof for any illegal or unlawful purpose, or should LESSEE commit, or permit or tolerate the commission of any act made punishable by fine or imprisonment under the laws of the United States or the State of Louisiana, or any ordinance of the Parish, the remedies set forth in the preceding paragraph shall be available to LESSOR immediately without necessity of giving any written notice or any other notice to LESSEE.

3. It is understood and agreed that should it be determined that "the property" covered by this lease is required for a public purpose by the State, LESSEE shall be so notified by writing and this lease shall be canceled and terminated and "the property" surrendered ninety (90) days from the date of receipt of said notice. A pro-rata share of the annual rental shall be repaid to LESSEE based on the ratio of the terminated period to the total annual rental period.

4. LESSEE may surrender this lease at any time, either during the original term or any extension of the original term by giving written notice to LESSOR. If LESSEE had previously recorded this lease in the parish conveyance records, then LESSEE shall file a written release in the parish conveyance records and shall provide LESSOR a certified copy thereof. Surrender of this lease shall not affect any existing obligations of the LESSEE or relieve the LESSEE of any obligations previously incurred.

5. Upon termination of this lease, LESSEE will ipso facto forfeit any right of recourse against LESSOR for return of all or part of the consideration paid.

6. In the event of cancellation or termination for any reason, LESSEE or its assigns hereby agree to remove at their sole risk, cost and expense, any or all constructions or obstacles and to restore "the property" to its original condition within ninety (90) days of lease termination, in default of which ownership of constructions shall transfer to LESSOR. In the event LESSEE fails to remove all constructions, from "the property" to within 90 days of lease termination, then LESSOR will acquire ownership of the constructions and owes nothing to LESSEE.

7. Should LESSOR allow or permit LESSEE to remain on "the property" after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

EFFECT OF LAW

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this lease shall be governed by the laws of the State of Louisiana.

THUS, DONE EXECUTED, AND SIGNED, at _____ Parish, Louisiana, in triplicate, on the___day of_____, 2006.

WITNESSETH:

_____

PRINTED NAME:

_____

PRNTED NAME:

LESSEE:

BY_____

PRINTED NAME:

WITNESSETH:

_____

PRINTED NAME:

_____

PRINTED NAME:

LESSOR:

BY:_____
CHARLES R. ST. ROMAIN
PUBLIC LANDS ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

_____
OFFICE OF THE ATTORNEY GENERAL

PRINTED NAME: