

**GROUND LEASE FOR SOLID WASTE DIGESTER
BETWEEN THE BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA, AND F.D.S. DISPOSAL, INC.**

This Ground Lease for Solid Waste Digester (the "Lease") is entered into this ____ day of April, 2011, between the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Lessor") and F.D.S. Disposal, Inc. ("Lessee"). Lessor and Lessee may be referred to from time to time in this Lease as "Parties".

WHEREAS, a Solid Waste Digester (the "Digester"), which Lessee has represented it owns, is currently located at Lessor's Solid Waste Facility in Lake Panasoffkee, Florida, and;

WHEREAS, Lessor and Lessee wish to outline terms for compensation to Lessor as a result of the continued presence and use of the Digester on Lessor's property.

NOW THEREFORE, the Parties hereto, being fully advised of the provisions contained herein, and having been duly advised by legal counsel, do hereby agree to the terms of this Lease, and in furtherance thereof state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate, and are incorporated herein, *in haec verba*.
2. Term: The term of this Lease shall be from day to day, commencing on May 1, 2011. The Parties acknowledge and agree that Lessor reserves the right to terminate this Lease at any time by providing written notice to Lessee of its intent to terminate this Lease. Notice of termination of this lease may be sent to Lessee via facsimile or electronic mail delivery at fdsd disposalinc.messer4@gmail.com .The Parties acknowledge and agree that Lessor shall not be required to provide Lessee with more than twenty-four (24) hours notice of its intent to terminate this Lease.
3. Rent: This Lease shall be executed by Lessee on or before May 1, 2011. Lessee shall pay Lessor One Thousand Dollars (\$1,000.00) upon the execution of this Lease ("Initial Payment"). Lessee shall pay Lessor an additional One Hundred Dollars (\$100.00) per day for each day this Lease is in full force and effect ("Regular Lease Payments"). Lessee shall remit the Initial Payment and all subsequent Regular Lease Payments directly to Lessor prior to 11:00 a.m. each day. Regular Lease Payments due on any Friday shall be in the amount of Three Hundred Dollars (\$300.00) to account for Regular Lease Payments due on Saturday and Sunday. In addition, Lessee shall pay any Regular Lease Payments in advance for any day the Lessor's office will be closed in observance of any local, state or federal holiday.
4. Failure to Remove Digester from Lessor's Property: The Digester shall become the property of Lessor if Lessee fails to remove the Digester from Lessor's property within twenty-four (24) hours of the termination of this Lease.
5. Hold Harmless: Lessee agrees to hold Lessor harmless for all any and all claims, actions, damages, causes of actions, injuries or liabilities arising from the operation of the Digester on Lessor's property during the term of this Lease, and agrees to defend Lessor, and pay all legal fees for such defense, for any litigation related to or arising from any such claim, action or cause of action associated with the operation of the Digester while on Lessor's property..
6. Jurisdiction and venue for any litigation between Lessor and Lessee to enforce any provision of this Lease shall only lie in the County or Circuit Court in and for Sumter County, Florida. The prevailing Party in any such action shall be entitled to recover any and all of its reasonable costs and attorney's fees associated with prosecuting, defending or appealing any such action.

GLORIA HAYWARD,
SUMTER COUNTY CLERK
OF CIRCUIT COURT

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

Honorable Don Burgess
Chairman

WITNESS

F.D.S. Disposal, Inc.

Randy Messer
General Manager