STATE OF NORTH CAROLINA

INSPECTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 21 July, 2009, by and between Bells Crossing LLC (hereinafter the "Owner") and Reliance Soil & Environmental Services (hereinafter the "Contractor")

WITNESSETH

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system" is installed, such system being designated a Type IV system under the rules for Sanitary Sewage collection, Treatment and Disposal found at 15A NC Admin. Code 18A 1900 et seq.; and

WHEREAS, 15A NC Admin Code 18A. 1961 requires a contract to be executed between the system owner and a management entity prior to the issuance of an Operation Permit and said system; and

WHEREAS, 15A NC Admin Code 18A. 1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity shall be in effect for as long as the system is in use; and

WHEREAS, the Contractor is a management entity of a type authorized by 15A NC Admin Code 18A.1961 to manage a Type IV system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Contractor as stipulated below:

1. The Contractor's Obligations. The Contractor shall perform the following services on the Owner's system located at Bells Crossing Amenities Center L193
   A. The Contractor shall inspect the system at least the frequency required in Table V (b) of 15A NC Admin. Code 18A.1961 (b) for a type IV system.
   B. The Contractor shall perform the maintenance procedures in accordance with the conditions of the Operation Permit.
   C. The Contractor shall report the results of its inspections to the local health department at the frequency specified in Table V (b) of 15A NC Admin. Code 18A.1961 (b) for a type IV system.
   D. If an inspection indicates the need for system repairs, the Contractor shall notify the local health department within 48 hours of the inspection.
   E. The Contractor shall notify the Owner of needed repairs that are outside of the scope of routine maintenance described in subparagraph (b) above. The Contractor shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment and therefore at the Contractor's normal charge for services and materials.
   F. The Contractor shall employ or shall contract with a certified operator(s) if required by Table V (b) of 15A NC Admin. Code 18A.1961 (b) for a type IV system.
   G. The Contractor shall respond to a request for a nonscheduled service or maintenance call within 24 hours after receipt of such request.
2. The Owner's Obligations.
   A. The Owner shall pay to the Contractor the sum of $ 375 per year for periodic inspections, routine maintenance procedures and periodic reports. The annual fee may be amended upon sixty (60) days advance notice to the Owner but may not be increased more than 20 percent per year. The owner shall pay to the Contractor his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Contractor and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1 ½ percent per month.