4. Assignment.

   a. Assignment by the Owner. The Owner shall notify the Contractor of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

   b. Assignment by the Contractor. The Contractor may assign its rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage a Type IV system upon 30 days written notice to the Owner and to the Local Health Department.

5. Use of Subcontractors. The Contractor may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Contractor's duties under this Agreement. The Contractor shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Representatives. The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative code shall include such rules as they may be amended in the future.

8. No Implied Waiver. The waiver by either party of the default or a breach by the party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provisions; and (b) shall not in any way affect the validity of this Agreement, or the right of either party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by a certified or registered mail, return receipt requested, postage prepaid to the party to be notified and addressed as follows:

To the Owner: Velco Development LLC
122 Hickory Hill RD
Mooresville NC 28117

To the Contractor: Brad Russell
142 Hidden Harbor Rd.
Mooresville NC 28117

To the Local Health Department: Iredell Co. Health Dept.
412 E. Center St.
Mooresville, NC 28115

The date of any notice shall be date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either party by notice the other party.