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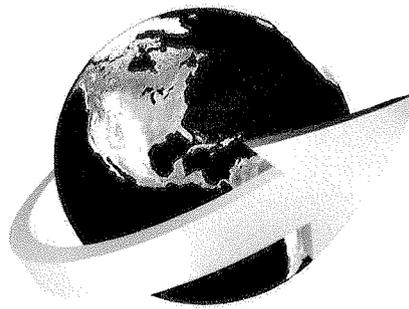
Permit Application

Scrap Tire Collection And Processing Facility

Prepared by:

**Metro Energy Corp.
11312 US 15 501, North
Suite 107-103
Chapel Hill, NC 27517**

January 15, 2010





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1.0 Application Requirements

The purpose of this Section is to demonstrate compliance with the requirements of 15A NCAC 13B .1110 SCRAP TIRE PROCESSING FACILITIES. Metro Energy Corp. (Metro Energy) will operate a .89 acre scrap tire collection, processing, and disposal facility in Chatham County, NC.

1.1 Name and Location of Facility – 15A NCAC 13B .1106(d) (1)

Metro Energy Corp.
3313 Bowers Store Road
Silk Hope, NC 27344
(919) 818-9476

1.2 Owner/Operator Information – 15A NCAC 13B .1106(d)(2) and (3)

The owner of the parcel is (will be):

Metro Energy Corp.
11312 15 501, North
Suite 107-103
Chapel Hill, NC 27517
(919) 818-9476

The sale and establishment of this processing site is contingent on the grant of a permit from NC DENR Division of Solid Waste Management. A copy of the real estate Agreement between seller and Metro Energy Corp. and Michael Tucker is enclosed as Appendix A, Attachment 1.

The operator of the facility is:

Michael Tucker
Metro Energy Corp.
3313 Bowers Store Road
Silk Hope, NC 27344
(919) 818-9476

1.3 Aerial Mapping 15A NCAC 13B .1106 (d) (4)

The .89 acre site is located in Chatham County and bounded by:

- On the east by state road Bowers Store Road.
- The properties across the street, to the east, are wooded.
- A large chicken farm next door to the south.
- 150' border of trees on a farm to the north and 200' of trees to the west.

Appendix A also contains:

1. Chatham County GIS site location map (Attachment 2) See the link at <http://www.chathamgis.com/mapguide/ChathamGISWeb/>
2. GPS coordinates for the property are: **79.3206809,35.773954,0**
3. Proposed scrap tire collection and processing facility layout (Attachment 3)
4. Aerial map showing ¼ mile radius around the property (Attachment 4).

1.4 Facility Operations – 15A NCAC 13B .1106(d)(5)

Whole scrap tires (passenger, car, truck, and off-road) arrive at the site in trailers and other commercial transport vehicles. Upon entering the site, all trucks will be emptied onto a Drop Off Zone. (Shown as “B” on the site layout plan.) Tires will be sorted by size/kind/type in the Sorting Area (“E”). Each tire will be counted and documented for recording and reporting purposes. A copy of this documentation will be given to the driver of the delivering vehicle.

Tires will be sorted into three primary types including:

1. Tires suitable for resale or recapping
2. Passenger vehicle tires
3. Tires from industrial and off-road equipment

Tires suitable for resale

Tires for resale and/or re-use will be stacked for review and resale in lockable containers until documented and transported to end user. (Shown as “H” on the site layout plan.)

Tires suitable for processing

Passenger and semi vehicle tires not culled for resale will be moved to the Pre-Processing Area (“F”) where they will be SIZED AND readied for processing.

A Feed Conveyor (“N”) will feed the pre-processed material into a shredder. Next, the shredded material is separated into recyclable steel, fiber, and rubber. The rubber is then classified by size and condition for sale as:

1. Crumb Rubber for manufacturing.
2. Tire Derived Fuel (TDF).
3. Rubber for use as ground cover.
4. Rubber for use as artificial mulch.
5. Rubber for civil engineering.

Tires from industrial and off-road equipment

These tires will be cut into smaller pieces to process the same as passenger tires.

1.5 Source and Quantity of Tires Received, Stored, and Transported Off-site – 15A NCAC 13B .1106(d)(6)

Metro Energy expects to receive less than 4,500 tires per month. Tires will be picked up from Metro Energy customers and transported by Metro Energy trucks, commercial contractors, and other persons licensed or authorized to transport tires. The trucks and/or containers carrying the tires will be recorded and documented to meet all state and county reporting requirements.

The number of whole tires on site will not exceed 4,500 at any time. No tires kept for resale will be stored more than 30 days from receipt.

Any whole tires or tire scraps not suitable for recycling will be disposed of in accordance with all state and county waste regulations and statutes.

1.6 Plans for Disposition of All Tires Collected – 15A NCAC 13B .1106(d)(7)

1. Crumb Rubber for manufacturing.
2. Tire Derived Fuel (TDF)
3. Rubber for use as ground cover.
4. Rubber for use as artificial mulch.
5. Rubber for civil engineering.
6. Recycled steel for manufacturing.
7. And other uses authorized by statute.

1.7 Projected Date to Begin Operations – 15A NCAC 13B .1106(d)(8)

February 16, 2010.

1.8 Disposal of Waste Resulting from Operations – 15A NCAC 13B .1106(d)(9)

Residual waste incidental to scrap tire collection and processing (including trash, office, and administration waste) will be collected in containers and brought to the Chatham County landfill site at 720 County Landfill Road, Pittsboro, NC 27312.

1.9 Description of Compliance Rule .1106(c) – 15A NCAC 13B .1106(d)(10)

Refer to Section 2.0

1.10 Compliance with Local Zoning – 15A NCAC 13B .1106(d)(11)

The site is unzoned by Chatham County and is in compliance with all requirements of the Unified Development Ordinance. A letter from the Chatham County zoning office is included as Appendix B, Attachment 6.

1.11 Fire Protection – 15A NCAC 13B .1106(d)(12)

The Silk Hope Volunteer Fire Dept at 8110 Silk Hope Gum Springs Road provides fire protection services to this site. A letter from the fire chief will be provided by the time a conditional permit is granted and added to Appendix B, Attachment 7.

1.12 Operational Requirements Per Rule – 15A NCAC 13B .1106(d)(13)

Refer to Section 3.0.

1.13 Financial Assurance – 15A NCAC 13B .1106(d)(14)

In accordance with 15A NCAC 13B .1111, Metro Energy will maintain financial responsibility and assurance in the form of a letter of credit to ensure closure of the site in accordance with NCDENR Solid Waste Management regulations and to cover property damage and/or bodily injury to third parties that may result from fire or other public health hazard occurring at the site. Metro Energy has prepared an estimate for \$6,750 to ensure closure and \$12,500 for bodily injury for a limit of 4,500 tires. Metro Energy is prepared to submit a copy of the letter of credit and copy of the face sheet for general liability insurance within 30 days of issuance of the Solid Waste permit. The state of NC will be listed as second insured.

2.0 Siting and Design Criteria – 15A NCAC 13B .1106(d)(14)

The purpose of this section is to demonstrate compliance with Siting and Design requirements per 15A NCAC 13B .1106(c).

2.1 Proximity to 100-year Flood Plan – 15A NCAC 13B .1106(c)(1)

The scrap tire collection and processing operation area is located outside the 100-year floodplain as shown on Chatham County GIS in Appendix A, Attachment 5.

2.2 Buffer from Property Lines – 15A NCAC 13B .1106(c)(2)

This rule is not applicable because tires will be stored in containers. No temporary pile will come within 50 feet of property lines.

2.3 Compliance with Zoning Ordinance – 15A NCAC 13B .1106(c)(3)

The site is not zoned by Chatham County and complies with all requirements of the Unified Development Ordinance.

2.4 Access Road – 15A NCAC 13B .1106(c)(4)

Access to this site is from state-maintained Bowers Store Road that accommodates tractor trailers, dump trucks, and other heavy equipment on a daily basis. Turning radii exercised by tractor trailers are greater than those required for single or tandem-axle fire department pump, rescue, and HAZMAT trucks.

2.5 Drainage – 15A NCAC 13B .1106(c)(5)

The surface topography on the site has a downward slope of about two feet from the northern boundary to the southeastern corner. A 3 foot earthen berm will be installed running along the southern boundary preventing any surface runoff from running off the property. There is sufficient vegetative buffer between the collection and processing areas and the parcel boundaries to filter any sediment that might become suspended in the runoff.

2.6 Sediment and Pollution Control Law – 15A NCAC 13B .1106(c)(6)

Currently, the scrap tire collection and processing operations cover less than one acre of land. No plans are anticipated for the scrap tire collection or processing operations to disturb more than one acre of land.

2.7 Visual Screening – 15A NCAC 13B .1106(c)(7)

The proposed site is excluded from the visual screening requirements of NC General Statute 136-144 because the site is unzoned and storage containers will be used.

2.8 Control of Access – 15A NCAC 13B .1106(c)(8)

Access to the site will be controlled by a fence with a locking gate. The gate will not be opened unless an attendant or tire processing operations crew is present. Normal hours of operation for receiving tires are 7:00AM – 5:00PM Monday through Friday. The gate will be locked after operating hours.

2.9 Liquid Runoff from Tire Fire – 15A NCAC 13B .1106(c)(9)

In case of a fire in the scrap tire collection and processing operation area, liquid runoff from the fire would be captured within property boundaries.

2.10 Provider of Fire Protection Services – 15A NCAC 13B .1106(c)(10)

The Silk Hope Volunteer Fire Dept. at 8110 Silk Hope Gum Springs Road provides fire protection services at the site 4.5 miles away. The required letter is included in Appendix B, Attachment 7.

3.0 Operational Requirements

The purpose of this section is to demonstrate compliance with operational requirements per 15A NCAC 13B .1106(c).

3.1 Indoor Storage of Scrap Tires – 15A NCAC 13B .1107(1)

Metro Energy will not store scrap tires indoors other than temporary, lockable storage in enclosed trailers not to exceed 30 days before being transported to an end user.

3.2 Outdoor Storage of Scrap Tires – 15A NCAC 13B .1107(2)(a)

Whole scrap tires will be placed in an outdoor scrap tire pile in the Drop Off Zone having dimensions no greater than 50' in length, 20' wide, and 10' high.

3.3 Fire Lane – 15A NCAC 13B .1107(2)(b)

A 50-foot wide fire lane will be maintained around the perimeter of the site, any pile of whole scrap tires, and processed materials.

3.4 Vector Control – 15A NCAC 13B .1107(2)(c)

Whole scrap tires received at the site will be unloaded, sorted, and processed at the time of arrival eliminating any vector breeding. Whole tires kept for resale will be stored in enclosed and locked containers. Because of the location of the scrap tires collection relative to property lines and methodology for processing operations, no public health issue is anticipated.

3.5 Signs – 15A NCAC 13B .1107(2)(d)

A sign will be posted at the entrance of the site stating the hours of operation (7:00AM to 5:00PM Monday through Friday). A gate at the entrance will not be open unless an attendant or tire processing operations are present.

3.6 Fire Safety – 15A NCAC 13B .1107(2)(e)

Open flame, torches, or use of highly flammable materials are prohibited within 50 feet of all whole and processed scrap tire piles.

3.7 Fire Safety Survey – 15A NCAC 13B .1107(2)(f)

A fire safety survey shall be conducted annually by local fire protection authorities or other persons as approved by the Division.

3.8 Communications Equipment – 15A NCAC 13B .1107(2)(g)

Telephone communications equipment for contacting the local fire protection authority is available via cell phones.

3.9 Grass, Underbrush, and Vegetation – 15A NCAC 13B .1107(2)(h)

The property will be kept free of grass, underbrush, vegetation, and other potentially flammable vegetation.

3.10 Emergency Preparedness Manual – 15A NCAC 13B .1107(2)(i)

The operator of the scrap tire collection and processing operations site shall prepare and keep an Emergency Preparedness Plan at the site. The manual shall be updated at least annually, upon changes in operations at the site, or as required by the Department. The manual shall contain the following elements:

1. A list of names and numbers of persons to be contacted in the event of fire or other emergency.
2. A list of the emergency response equipment at the scrap tire collection site, its location, and how it should be used in the event of a fire or other emergency.
3. A description of the procedures to be followed in the event of a fire, including procedures to contain and dispose of the oily material generated by the combustion of large numbers of tires, and
4. A list of all hazardous materials stored on site, their locations, and information regarding precautions which should be taken with these materials.

The Emergency Preparedness Manual will be posted in the office.

3.11 Notify Division in the Event of Fire or Other Emergency – 15A NCAC 13B .1107(2)(j)

The operator of the scrap tire collection site shall immediately notify the Division in the event of a fire or other emergency if that emergency has potential for effects off site. Within two weeks of any emergency involving potential off site impact, the operator of the site shall submit to the Division a written report describing the cause(s) of the emergency, actions taken to deal with the emergency, results of the actions taken, and an analysis of the success or failure of those actions.

3.12 Copy of Permits – 15A NCAC 13B .1107(2)(k)

Metro Energy will maintain a copy of the scrap tire collection and processing site permits, records of the quantity of scrap tires received, processed, and shipped from the site, and records of the quantity of scrap tires disposed of in the office.

3.13 Scrap Tire Storage Limits – 15A NCAC 13B .1107(2)(I)

Storage limits for collection sites permitted in association with processing facilities shall be determined by Rule .1110(a) of this Section. Rule .1110(a) of this Section states: “. . .the storage limit shall be determined by multiplying the daily throughput of the processing equipment used by 30. A scrap tire processing facility shall not accept any scrap tires for processing above the number that can be processed daily if it has reached its storage limit. At least 75% of both the scrap tires and processed tires that are delivered to or maintained on the site of the scrap tire processing facility site shall be processed and removed for recycling or disposal at a permitted solid waste management facility within one year of their receipt.”

The processing equipment Metro Energy Corp. will use is capable of processing 15 tires per hour. Assuming one ton = 100 tires, daily throughput would be 15 tires per hour X 10 hours = 150 tires per day X 30 = 4500 tires per month. The maximum number of tires allowed to be stored at the site on the ground would be 4,500.

Metro Energy expects to ship 95% of the tires received as saleable products. (e.g. TDF, ABS rubber, rubber mulch, etc.). The other 5% is expected to be trash/junk and disposed of at Solid Waste management facilities. It is the goal of Metro Energy to increase the percentage of useable product and decrease the percentage of trash/junk.

3.14 Processed Tire Storage Limits – 15A NCAC 13B .1107(3)

Above ground piles of compacted, processed tires will not exceed 100 cubic yards in size. Temperature will be monitored and may not exceed 300 degrees Fahrenheit. Temperature control measures will be instituted to ensure pile temperatures do not exceed 300 degrees Fahrenheit.

Any residuals from this site will be managed so as to be contained on site and disposed of in a permitted solid waste management facility or properly recycled.

3.15 Records – 15A NCAC 13B .1110(c)

Metro Energy will record and maintain records as required for three years. These records will be available for inspection by Division personnel during normal business hours. Metro Energy will maintain the following records in the office for a minimum of three years for all scrap tires, processed tires, and tires received, stored, or shipped to or from the facility:

- The name of the hauler, the hauler or merchant identification number of the tire hauler who accepted the scrap or processed tires for transport, the quantity of scrap or processed tires shipped with that hauler, designation of scrap or processed tires (name and address of facility), and documentation of receipt of tires by the receiving facility.

- The name of the hauler, the hauler or merchant identification number of the scrap tire hauler who delivered the scrap or processed tires to the facility, the quantity of scrap or processed tires received from that hauler and where the tires originated (name and address of facility).
- Completed certification forms as required by G.S. 130A-309.58(f) except for quantities of five tires or less brought for processing by someone other than a tire collector, tire processor, or tire hauler.

3.16 Annual Report – 15A NCAC 13B .1110(d)

Metro Energy will submit a report to NCDENR Division of Waste Management by March 1 of each year summarizing the information collected in Section 4.2(c) in the previous calendar year. The report will be submitted to the Division providing the following information:

- The facility name, address, and permit number, if any;
- The year covered by the report;
- The total quantity and type of scrap tires or processed tires received at the facility during the year covered by the report;
- The total quantity and type of scrap tires or processed tires shipped from the facility during the year covered by the report;
- The quantity of scrap tires or processed tires shipped to each receiving facility identified by name and address;
- The total quantity and type of scrap tires or processed tires located at the facility on the first day of the calendar year.

Appendix A

Attachment 1

Real Estate Agreement

Carolina Southern Realty
P.O. Box 1814
250 East St.
Pittsboro, NC 27312
Phone: 919-842-2887 Fax: 919-842-6804
donna@carolinasouthernrealty.com

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (form 2G) for guidance in completing this form]

Metro Energy Corp

, as Buyer, hereby offers to purchase and
Robert Roberson

, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the terms and conditions set forth herein. This offer shall become a binding contract on the date that: (i) the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (ii) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. Such date shall be referred to herein as the "Effective Date."

1. **REAL PROPERTY:** Located in Chatham County, State of North Carolina, being known

as and more particularly described as:

Address: Street 3313 Bowers Store Road

City: Siler City Zip 27344

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description:

G3-21 0000010000

Subdivision Name: n/a

Plat Reference: Lot n/a, Block or Section n/a as shown on Plat Book or Slide
n/a at Page(s) n/a (Property acquired by Seller in Deed Book 1005 at Page
0515).

NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **FIXTURES:** The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property, EXCEPT any such items leased by the Seller and the following items:

n/a

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price:

n/a



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

Buyer initials MRB

Seller initials [Signature]

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STANDARD FORM 2-T
Revised 7/2008
© 7/2009

PREPARED BY: Donna Eason, 1/2/2009 3:43:14 P.M.
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4. **PURCHASE PRICE:** The purchase price is \$ 18,500.00 ~~15,000.00~~ *MST* and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:

(a) \$ 500.00, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check certified check other: n/a to be deposited and held in escrow by ReMax Capital Realty Trust Account ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

- (b) \$ 0.00, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
- (c) \$ 0.00, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 27. (NOTE: If Alternative 2 applies, then do not insert \$0, N/A, or leave blank.)
- (d) \$ 0.00, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
- (e) \$ 0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
- (f) \$ 18,000 ~~14,500.00~~ *MST*, BALANCE of the purchase price in cash at Closing.

5. **LOAN CONDITION:** *MST*

(a) Loan. Buyer's performance is contingent upon Buyer's ability to obtain a FHA VA (attach FHA/VA Financing Addendum) Conventional Other: n/a loan at a Fixed Rate Adjustable Rate in the principal amount of n/a (plus any financed VA Funding Fee or FHA MIP) for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % and with loan origination fee not to exceed n/a % of the loan amount ("Loan").

(b) **Loan Obligations:** The Buyer agrees to:

- (i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within n/a days after the Effective Date;
- (ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of

application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

- (iii) Pursue qualification for and approval of the Loan diligently and in good faith;
- (iv) Continually and promptly provide requested documentation to lender.

(c) **Buyer's Right to Terminate:** If Buyer has complied with Buyer's Loan Obligations in subsection (b) above, then within n/a days after the Effective Date (or any agreed-upon written extension of this deadline) *TIME BEING OF THE ESSENCE*, Buyer shall have the right to terminate this contract by delivering to Seller written notice of termination if Buyer, in Buyer's sole discretion, is not satisfied that the Loan will be approved and funded. If Buyer has timely delivered such notice, this contract shall be terminated and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller. If Buyer provides Seller reasonable third-party documentation confirming Buyer's inability to obtain the Loan, then the Earnest Money shall serve as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (WARNING: Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. **FLOOD HAZARD DISCLOSURE/CONDITION** (Choose ONE of the following alternatives):

- To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
- To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

7. **OTHER CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for commercial purposes.
- (b) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer, even if the Loan Condition has been waived as provided in paragraph 5.
If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before 30 days after contract acceptance
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by **GENERAL WARRANTY DEED** unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

8. **SPECIAL ASSESSMENTS: NOTE:** For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the

MJT

[Signature]

purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of such assessments, if any):

n/a

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are \$ 0.00 per n/a. Unless otherwise agreed, Buyer shall pay any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association.

10. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing \$0.00 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. **HOME WARRANTY:** If a home warranty is to be provided, select one of the following: Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from n/a at a cost of \$ n/a and will pay for it at Closing.

12. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

13. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

14. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

15. **PROPERTY DISCLOSURE:**

- Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to **WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST:** (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

Page 4 of 9

Buyer initials MJT

Seller initials [Signature]

PREPARED BY: Donna Jones, 16/1840 J-43-11 P.M.
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Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)
n/a

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

16. PROPERTY INSPECTION/ INVESTIGATION (Choose ONLY ONE of the following Alternatives):

ALTERNATIVE 1:

(a) Property Condition: As to all permanent improvements except:

n/a

it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination.

(b) Inspections/Repair Negotiations: Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buyer deems appropriate. Only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above ("Necessary Repairs") are included in repair negotiations under this contract. All inspections, including but not limited to any additional inspections recommended by Buyer's inspector(s), shall be completed and written notice of Necessary Repairs shall be given to Seller on or before n/a

(the "Repair Notice Date"). Seller shall have the option of completing Necessary

Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response within 0 days of Buyer's notice, **TIME BEING OF THE ESSENCE**. Seller's failure to provide said notice as required shall constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buyer shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and as described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shall deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, or Seller's failure to respond, **TIME BEING OF THE ESSENCE**. Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreement to make repairs to the extent and as described in the Seller's response. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) Wood-Destroying Insects: Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except n/a

, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but

Page 5 of 9

Buyer initials

MJT

Seller initials



PREPARED BY: Donna Ryan, 150218 3:43:18 P.M.
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STANDARD FORM 2-T

Revised 7/2006

© 7/2009

fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of total cost of Necessary Repairs equals or exceeds \$ r/w . This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, **TIME BEING OF THE ESSENCE**, in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

■ **ALTERNATIVE 2: (This Alternative applies ONLY if Alternative 2 is checked, AND Buyer has paid the Option Fee.)**

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____, **TIME BEING OF THE ESSENCE** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections/investigations of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) **Exercise of Option:** If Buyer delivers the Termination Notice prior to the Option Termination Date, **TIME BEING OF THE ESSENCE**, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 above. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the NC Home Inspector Licensure Board or applicable to any other NC licensed professional performing the inspection that reveal Necessary Repairs as defined under Alternative 1 of paragraph 16. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before **45 days from acceptance** (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date, at a place designated by Buyer. The deed is to be made to Metro Energy Corp

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good

faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the Closing Date or last agreed-upon extension of the Closing Date, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party for such breach.

19. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: a Buyer Possession Before Closing Agreement is attached. OR, a Seller Possession After Closing Agreement is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

20. **OTHER PROVISIONS AND CONDITIONS:**(CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.) (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Owner's Association Disclosure And Addendum (Form 2A12-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> Insurance Availability/Affordability Addendum
(Form 370-T)(NC Association of REALTORS form only) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | |
| <input checked="" type="checkbox"/> OTHER: <i>see below</i> | |

1. **Contingent on buyer's satisfaction of condition and location of septic and well within 45 days of acceptance.**

21. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

22. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

23. **TAX DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 16 of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

24. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

25. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

27. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Address" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Offer to Purchase and Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer. This contract may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to be performed or made.

Buyer has has not made an on-site personal examination of the Property prior to the making of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer Metro Energy Corp
Michael G. Tucker (SEAL) Date Jan. 5, 2010

By:
Seller [Signature] (SEAL) Date Jan 12 2010
Robert Roberson

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address:

11312 US 16 501, North Suite 107-103 Chapel Hill, NC 27617

Buyer Fax # _____

Buyer E-mail Address: _____

SELLER NOTICE ADDRESS:

Mailing Address:

P.O. Box 27705, Raleigh NC 27611

Seller Fax # 919 888-1920 Seller E-mail Address: ROBERTROBERSON@DAVIDLIIEN.COM

838

SELLING AGENT NOTICE ADDRESS:

Individual Selling Agent: Donna Rezen

License #: 114414

Buyer initials _____ Seller initials _____

PREPARED BY: Donna Rezen, 1/27/10 3:43:12 P.M.
Realtor, Inc. 61, 02009, RealtorGo Software Registered to: Office Manager, Carolina Southern Realty

Firm Name: Carolina Southern Realty

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Mailing Address:

P.O. Box 1814 250 East St., Pittsboro, NC, 27312

Selling Agent Fax#: 919-542-6804 Selling Agent Phone #: 919-542-2667

Selling Agent E-mail Address: donna@carolinasouthernrealty.com

LISTING AGENT NOTICE ADDRESS:

Individual Listing Agent: Lornie West

License #: 248825

Firm Name: ReMax Capital Realty

Acting as Seller's (sub)Agent Dual Agent

Mailing Address:

110 E. RALEIGH ST. SILVER CITY, NC 27344

Listing Agent Fax#: 919-742-1056 Listing Agent Phone #: 919-619-0047

Listing Agent E-mail Address: golorniewest@yahoo.com

ESCROW ACKNOWLEDGMENT

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 01/12/10

Firm:

REMAX Capital

By:

Lornie West

(Signature)

Appendix A

Attachment 2

Chatham County GIS site location map



CHATHAM COUNTY, NC

Property Map

Disclaimer:
The data provided on this map are prepared for the inventory of real property found within Chatham County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.



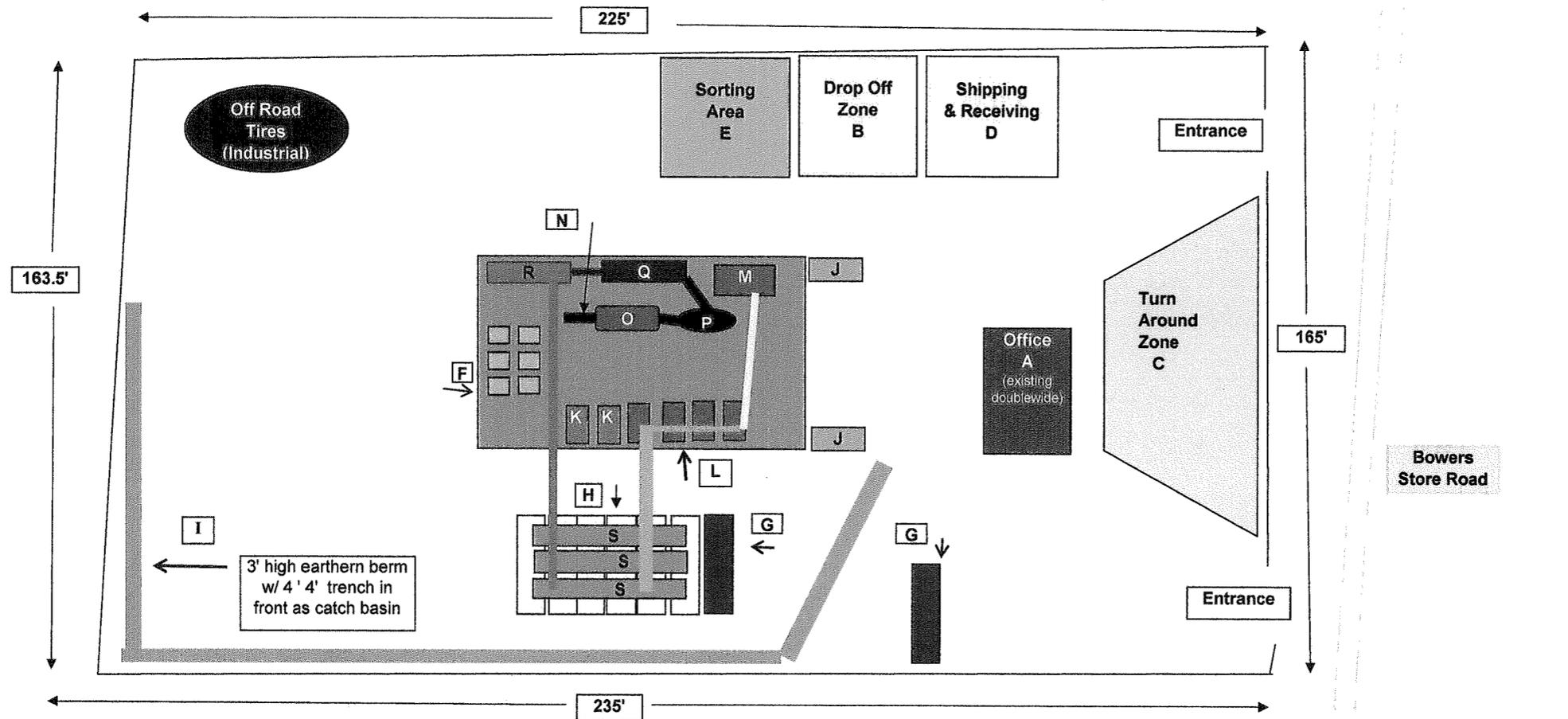
One Inch = 59 Feet



Appendix A

Attachment 3

Facilities Site Layout



- | | | | |
|---|--|---|--|
| <ul style="list-style-type: none"> ■ A. Office □ B. Drop Off Zone ■ C. Turn Around Zone □ D. Shipping & Receiving ■ E. Sorting Area ■ F. Pre-Processing Area ■ G. 40' Lockable Storage Containers <ul style="list-style-type: none"> 1. Gloves, Packing materials, small tools 2. Larger tools, additional locked storage | <ul style="list-style-type: none"> □ H. 40' Storage Containers <ul style="list-style-type: none"> 1. Used - Semi's 2. Casings - Semi's 3. Passenger Tires (R16's) 4. Passenger Tires (R16's) 5. Passenger Tires (R15's) 6. R13's, R14's, Odds & Ends | <ul style="list-style-type: none"> ■ I. 3' Earthen Berm ■ J. 20' Junk Roll-Offs ■ K. Metal Collection in 20' Roll-Offs ■ L. 20' Roll-Offs (open top) <ul style="list-style-type: none"> 1. Crumb Rubber 2. Tire Derived Fuel (TDF) 3. ABS 4. Wood Chips ■ M. Power Unit ■ N. Feed Conveyor | <ul style="list-style-type: none"> ■ O. Shredder ■ P. Rubber, Fiber, and Water ■ Q. Settling Tank ■ R. 50' X 10' Settling Tank ■ S. Water-fill Troughs & Valves |
|---|--|---|--|

Appendix A

Attachment 4

Aerial map showing $\frac{1}{4}$ mile radius

Appendix A

Attachment 5

Aerial GIS map showing distance from floodplain



CHATHAM COUNTY, NC

Property Map

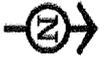


Disclaimer:
 This data provided on this map are prepared for the inventory of real property found within Chatham County, NC and are compiled from recorded plats, deeds, and other public records and data. This data is for informational purposes only and should not be substituted for a true title search, property appraisal, survey, or for zoning verification.

Parcel Number: 10557
 Map Number: 9703-46-8797.000
 Owner Name: ROBERSON ROBERT
 Owner Address: PO BOX 27705
 Owner City: RALEIGH
 Owner State: NC
 Owner Zip: 27611
 Description: G3-21

Deed Book: 1005
 Deed Page: 0515
 Plat Book:
 Plat Page:
 Deed Acres: 1
 Physical Address: 3313 BOWERS STORE RD
 Improvement Value: 14276
 Land Value: 28350
 Fire District: 109
 Township Code: 7

One Inch = 1320 Feet



Appendix B

Attachment 6

Chatham County zoning status letter

Sustainable Communities Development
Department
Planning Division
Post Office Box 54
80-A East Street - Dunlap Building
Pittsboro, NC 27312-0054



Phone: 919-542-8204
Fax: 919-542-2698
www.chathamnc.org/planning

January 14, 2010

Mr. Michael Tucker
11312 US 15-501 N
Suite 107-103
Chapel Hill, NC 27517

RE: Zoning Letter for Parcel No. 10557
3313 Bowers Store Rd.

Dear Mr. Tucker,

The property identified above is located within an unzoned portion of Chatham County. The Planning Division does not regulate the "use" that is made of the property.

It is a one (1) acre tract in the WSIV-PA Watershed that allows up to 36% impervious surface for non-residential development. This would include all structures with roofs, gravel, asphalt, stoned, and concrete areas.

If you have any further questions please feel free to contact my office at 919-542-8285 or email at angela.birchett@chathamnc.org.

Respectfully,

Angela Birchett, CZO
Zoning Administrator

Cc: file

Appendix B

Attachment 7

Fire Department jurisdiction letter



Silk Hope Fire Department Inc.
8110 Silk Hope – Gum Springs Road, Siler City, NC 27344

January 16, 2010

Michael Tucker

Metro Energy Corp.

11312 US 15 501 North

Suite 107-103

Chapel Hill, NC 27517

Dear Mr. Tucker,

This letter is in response to your request to acknowledge that the Silk Hope Volunteer Fire Department, Inc. provides fire protection to the property located at 3313 Bowers Store Road, Siler City, NC. Our Station 7, located at 8110 Silk Hope-Gum Springs Road, is 4.5 miles from this property.

The Silk Hope Volunteer Fire Department, Inc. currently has an ISO rating of six (6), which it obtained in 1991. We just went through another ISO inspection in August 2009, and maintained the six (6) rating which is effective in February 2010.

If you need further information pertaining to this matter, please do not hesitate to contact me at (919) 742-5874.

Respectfully,

Mark Gaines

Chief