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February 4, 2009

Honorable Eddie Roberson, Chairman
C/o Sharla Dillon, Docket and Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

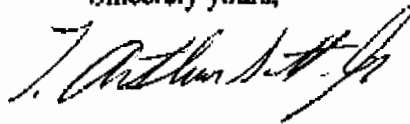
**Re: In Re: Petition for Approval to Transfer HC Sewage Treatment
LLC's Authority to Provide Wastewater Utility Services to
Greeneville Oil and Petroleum, Inc., TRA Docket No. 08-00222**

Dear Chairman Roberson:

Enclosed please find original and four (4) copies of the Response of HC Sewage Treatment, LLC to Notice of Status Conference. The Response is also being filed by facsimile transmission (615-741-5015) pursuant to Rule 1220-1-1-.03 (7).

If you have questions or require additional information, please let me know.

Sincerely yours,



Enclosures

cc: Mr. Jack Strickland (w/ enclosure)
Ms. Joy Strickland (w/ enclosure)

STATE OF TENNESSEE**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

In Re:)
)
Petition for Approval to Transfer)
HC Sewage Treatment LLC's Authority) Docket No. 08-00222
To Provide Wastewater Utility Services to)
Greeneville Oil and Petroleum, Inc.)

**RESPONSE OF HC SEWAGE TREATMENT, LLC
TO NOTICE OF STATUS CONFERENCE**

Comes the respondent, HC Sewage Treatment, LLC ("HCS"), and, in response to the Notice of Status Conference, would show to the Tennessee Regulatory Authority ("TRA") as follows:

1. HCS continues to hold the Certificate of Convenience and Necessity to provide wastewater services in the area Greeneville Sewage, LLC ("Greeneville") seeks authority.
2. By letter of counsel to HCS dated September 23, 2008, HCS notified the TRA that it was insolvent and asked the TRA to appoint a receiver.
3. On or about October 10, 2008, Greeneville Oil and Petroleum, Inc. ("GOP") assumed the operations of the wastewater treatment plant (the "Plant") in the area that is the subject of this proceeding and, to the best knowledge of HCS continues to operate the Plant.

4. Counsel for GOP by letter of November 3, 2008 demanded information from HCS.

5. By letter of November 25, 2008, after more than a month of no action by GOP to transfer the Certificate of Convenience and Necessity and discharge permit, counsel to HCS denied the demand for information and withdrew the offer to transfer the property of HCS without consideration, subject to reconsideration following a good faith effort by GOP to transfer the permit and obtain a certificate from the TRA.

6. This proceeding was filed December 5, 2008.

7. At the request of counsel for GOP, Jack Strickland as president of Hampton Carter Commercial Center executed a Notice of Intent to Transfer Ownership of NPDES Permit Number TN0075094 to GOP, but notified counsel for GOP that it would not be transmitted until more progress was made on a transfer agreement.

8. On January 9, 2009, Counsel for GOP presented counsel for HCS an Asset Purchase Agreement that required personal guaranties and indemnities from Jack and Joy Strickland, which were rejected.

9. Jack and Joy Strickland have not agreed to assume additional personal liability as a condition to transfer of the operating assets of HCS.

10. The requirements for HCS to transfer the operating assets to Greeneville are (i) the responsibility for liabilities incurred from October 10, 2008 until the CCN is transferred to Greeneville must be accepted by GOP as the operator, (ii) the transfer of the permit (NPDES permit number TN0075094) to Greeneville is approved by the Department of Environment and Conservation and (ii) Greeneville and GOP agree to the release of HCS, its members, employees and agents, from any claim by GOP or

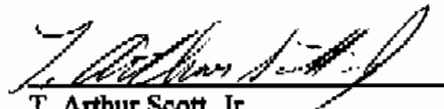
Greeneville for amounts claimed to be owed to them by HCS, its members, employees or agents. A proposed Asset Purchase Agreement is attached as Exhibit A.

11. In the event that GOP and Greeneville are unwilling to accept the transfer of the operating assets of HCS under these requirements, then HCS again asks the TRA to appoint a receiver or other operator for the Plant.

12. HCS does not consent under any other scenario to the transfer of the Plant to Greeneville or GOP without consideration.

13. HCS does not consent to the release of the proceeds from the letter of credit to Greeneville or GOP without a transfer meeting the above requirements.

Respectfully submitted,



T. Arthur Scott, Jr.
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Kingsport, TN 37664
423-288-7883 (phone)
888-224-1737 (fax)

Attorney for HC Sewage Treatment, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy has been forwarded via U.S. Mail to the following on this the 4th day of February, 2009:

Mr. Daniel Morrison
Ms. Cheryl Morrison
Pizza Plus
P.O. Box 629
Blountville, TN 37617

Timothy Phillips
Office of the Attorney General, Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207

Melvin J. Malone
Sarah Lodge Tally
Miller & Martin, PLLC
150 Fourth Avenue North
1200 One Nashville Place
Nashville, TN 37219-2433


T. Arthur Scott, Jr.

Exhibit A**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2009 (the "Effective Date"), by and between HC Sewage Treatment, L.L.C. ("Seller") and Greeneville Sewage, LLC ("Buyer").

W I T N E S S E T H:

WHEREAS, Seller is Tennessee limited liability company that owns certain real property located at _____, Hampton, Tennessee (the "Property"); and,

WHEREAS, Seller operated a waste water treatment facility at the Property (the "Business") until October 9, 2008; and,

WHEREAS, Greeneville Oil and Petroleum, Inc., the sole member of Buyer, has operated the Business and had possession of the Property since October 9, 2008; and,

WHEREAS, Buyer desires to acquire the Property from Seller along with certain assets of Seller related to the Business, on the terms and conditions set forth herein; and,

WHEREAS, Seller desires to assign, sell, transfer, and convey to Buyer such assets of Seller on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the purchase price to be paid, the mutual covenants and promises contained herein, and other good and valuable consideration the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
SALE AND PURCHASE OF ASSETS

1.1 **Assets Being Sold and Purchased.** Buyer hereby agrees to purchase from Seller, and Seller hereby agrees to sell, transfer, assign and convey to Buyer on the Closing Date all of Seller's right, title and interest in and to the Property and the Business (collectively, the "Assets"):

(a) **FF&E.** All tangible assets located on the Property and used in the Business consisting generally of equipment, fixtures, machinery and equipment.

(b) **Personal Property.** All other personal property located on the Property, including but not limited to all decorations, signs and other personalty (the "Personal Property").

(c) **Tradenames and Goodwill.** Seller's rights to any and all proprietary rights associated with the Business, including any tradenames and trademarks used in connection with the Business (the "Intellectual Property") and all goodwill associated with the Business.

(d) Rights. All franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies that are by law transferable, including, without limitation, the Certificate of Public Convenience and Necessity of HC Sewage Treatment, LLC granted by the Tennessee Regulatory Authority (the "CCN") and the National Pollutant Discharge Elimination System Permit issued by the Tennessee Department of Environment and Conservation (the "NPDES Permit").

(e) Contracts. Seller's rights and obligations under and pursuant to the contracts and other agreements relating to the operation of the Business, if any, (the "Contracts"); provided that Buyer is not assuming any liabilities or obligations relating to the Contracts prior to October 10, 2008.

(f) Real Property. The Property, consisting of _____ () acres, more or less, being legally described in Exhibit 1.1(f) attached hereto, together with all improvements thereon and all rights, privileges, appurtenances, hereditaments and easements, if any, appurtenant thereto, including, without limitation, the rights, privileges, appurtenances, hereditaments and easements described on Exhibit 1.1(f) and any other rights, privileges, appurtenances, hereditaments or easements benefitting the Property.

(g) Records. Seller has given Buyer access to records filed with the Tennessee Regulatory Authority (the "Records").

1.2 Assets Not Being Sold and Purchased. No assets of Seller other than the Assets described in Section 1.1 shall be sold, assigned, transferred or conveyed to Buyer by Seller.

1.3 Consideration for Purchase of Assets. As consideration for the purchase of the Assets and the covenants and agreements contained herein, Buyer agrees to pay to Seller a cash price of One and No/100 Dollars (\$1.00) (the "Purchase Price"). At Closing, Buyer shall deliver the Purchase Price to the Seller in immediately available funds. As further consideration for the purchase of Assets and the covenants and agreements contained herein, Buyer and Greeneville Oil and Petroleum, Inc. shall deliver a release to Seller, its members, officers and agents from any liability for services provided or to have been provided during the term of operation of the Business prior to October 10, 2008, including specifically any liability for charges for such services claimed to be in excess of the filed tariff.

1.4 Allocation of Consideration. Prior to Closing, the consideration for the acquisition of the Assets pursuant to this Agreement shall be allocated among the Assets in accordance with fair market value as determined by Buyer.

1.5 Assumption of Liabilities. Buyer and Greeneville Oil and Petroleum, Inc. hereby agree to accept, assume, pay and perform only the liabilities and obligations of the Seller (if any) and Jack Strickland of Hampton Carter Commercial Center to the extent that such liabilities relate to periods after October 9, 2008 and first become due after October 9, 2008 (the "Assumed Liabilities"). The assignment and assumption of the Assumed Liabilities shall take place contemporaneously with the conveyance of the Assets by the Seller to Buyer. Buyer is not assuming, and shall not be deemed to have assumed, any obligations or liabilities of Seller other

than the Assumed Liabilities. No assumption by Buyer of any of the Assumed Liabilities shall relieve or be deemed to relieve the Seller from any obligation or liability under this Agreement with respect to any representations or warranties made to Buyer by Seller. Buyer does not assume, or in any way become liable or responsible for, any other liabilities, obligations or indebtedness of Seller, whether due or to become due, absolute or contingent, direct or indirect, asserted or unasserted, known or unknown, choate or inchoate.

ARTICLE II CERTAIN COVENANTS AND AGREEMENTS

2.1 Protection Against Transferee Liability. The parties agree that, except for the Assumed Liabilities, Buyer will not by virtue of the transactions that are the subject hereof assume any liabilities or obligations of Seller whatsoever and, accordingly, Seller agrees to take all reasonable actions that Buyer may request so as to fully protect Buyer from and against any and all transferee liability arising out of the transactions that are the subject of this Agreement.

2.2 Risk of Loss. Because the transfer of the Assets is for nominal consideration and because Greeneville Oil and Petroleum, Inc. has had possession of the Assets since October 9, 2008, the risk of loss or damage to the Property prior the Closing Date by fire or other casualty, act of God, or any other event shall be upon Buyer, subject, however, to the assignment of insurance proceeds, if any. If all or a part of the Property is materially damaged, as aforesaid, prior to the Closing Date, Closing hereunder shall be consummated as herein provided, without reduction of the Purchase Price, but all insurance proceeds payable as a result of such damage or casualty, if any, shall be assigned to Buyer, and all causes of action of Seller arising out of said damage shall be assigned to Buyer.

2.3 Condemnation. In the event of condemnation or receipt of notice of condemnation or taking of any material part of the Property by governmental authority prior to the Closing Date, Buyer, at its option, shall have the right to terminate this Agreement, at which time all parties shall be relieved of all right and responsibilities in this Agreement, at law and in equity. If Buyer does not elect to terminate this Agreement, as aforesaid, then Closing hereunder shall be consummated as herein provided and without reduction of the Purchase Price, but all condemnation awards or payments shall be assigned to Buyer.

2.4 Real Estate Commission. Seller and Buyer represent and warrant to each other that neither Seller nor Buyer has dealt with, consulted or engaged any real estate broker or agent. Each party agrees to indemnify and hold the other party harmless from any liability claim or demand, cost or expense, including reasonable attorneys' fees the Indemnitee may suffer or incur by reason of the claims of any real estate broker or agent other than as provided in this Section 2.4 who may claim to have dealt with, consulted or been engaged by the Indemnitor in connection with this transaction. Notwithstanding anything contained herein to the contrary, this indemnity shall survive Closing or termination of this Agreement.

2.5 Employees. Seller represents and warrants that it does not have and never has had

employees.

2.6 Operation of Business. Greeneville Oil and Petroleum, Inc. has operated the Business since October 9, 2008 and shall continue the proper and business like operation of the Business pending Closing. Seller shall not engage in any practice, take any action, or enter into any transaction outside the ordinary course of business. Prior to the Closing Date, Seller may not dissipate or sell any of the Assets, except in the ordinary course of business.

2.7 Regulatory Approval. The parties shall work cooperatively to obtain the approval from the Tennessee Regulatory Authority of the transactions contemplated hereby, including, without limitation, the transfer of the CCN and to obtain the approval from the Tennessee Department of Environment and Conservation of the transactions contemplated hereby, including, without limitation, the transfer of the NPDES Permit.

ARTICLE III DUE DILIGENCE

3.1 Due Diligence Period. All due diligence, as set forth in this Agreement, must be completed by Buyer within thirty (30) days after the Effective Date (the "Due Diligence Period").

3.2 Title Insurance. Buyer may, at Buyer's expense, obtain a commitment for owner's title insurance on Standard ALTA Policy Form B-1992 (the "Title Commitment"). The Title Commitment and the title policy shall be issued by a title company satisfactory to Buyer and shall be provided by Buyer's attorney. The Title Commitment shall indicate that title is owned by Seller, free and clear of all liens and encumbrances except for the matters agreed to by Buyer prior to the expiration of the Due Diligence Period (the "Permitted Exceptions"). At the Closing, the title company shall insure that Buyer is be vested with good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. Buyer may, at Buyer's expense, obtain a formal title insurance policy.

3.3 Survey. Buyer may, at Buyer's expense, obtain an as-built, ALTA survey of the Property certified by a licensed surveyor as of a date that follows the Closing Date (the "Survey"). The legal description on the Survey shall replace the legal description of the Property and shall be conveyed to Buyer at Closing.

3.4 Title and Survey Review. If the Title Commitment or Survey shows matters that are not satisfactory to Buyer, Buyer shall give Seller written notice thereof within fifteen (15) days following the last to be received by Buyer of the Title Commitment or Survey, and shall state in writing its objection to the same. Failure to give such notice within said fifteen (15) day period shall constitute approval of the Title Commitment and the Survey. Within ten (10) days after receipt of such objections, Seller shall have the right, but shall not be obligated, to cure any objections. If Seller shall fail within such ten (10) day period to cure or commit to cure such objections, then Buyer may elect, by written notice to Seller, either to (i) terminate this Agreement or (ii) waive all title defects that Seller is unwilling to cure and proceed with Closing hereunder as if said title defects did not exist. Closing may be extended for up to thirty (30) days

in order for Seller to cure any title or survey defect that it has committed to cure. Seller covenants that, to the extent it is within Seller's control, Seller will not voluntarily create or cause or permit a lien or encumbrance to attach to or on the Property between the date hereof and Closing.

3.5 Environmental Assessment. Buyer may, at Buyer's expense, obtain a written Phase I Environmental Assessment ("Assessment") of the Property that shall include a detailed physical inspection of the Property. The Assessment should disclose any site characteristics that indicate the possible or actual presence of above or below grade site contamination of soils or ground water, and an investigation of any chemical use, storage, disposal or treatment on the Property. The Assessment should also include a complete documentary review of the Property, including, but not limited to, a 50-year chain of title, all applicable permits, environmental spill or upset records and filings from all state and local agencies, aerial photographs, interviews, and any other reasonably obtainable federal, state or local government records. In the Buyer's discretion, the Assessment shall be conducted by an environmental professional, acceptable to Buyer, having experience in the preparation and filing of such assessment, and who is qualified to perform Phase I Environmental Assessments. If the Assessment discloses any known or suspected environmental contamination, then Buyer may elect, by written notice to Seller, either to (i) terminate this Agreement or (ii) waive all environmental issues and proceed with Closing hereunder as if said environmental issues did not exist.

3.6 Other Tests. During the Due Diligence Period, Buyer shall conduct, or cause to be conducted, such tests and examination of the Property, including feasibility tests, soil and drainage tests and examinations, as it may desire. In conducting such tests, Buyer agrees that neither it, nor its engineers or consultants, shall unreasonably interfere with the operation of the Property. Unless Buyer notifies Seller in writing on or before the expiration of the Due Diligence Period that such tests have disclosed matters that are unsatisfactory to Buyer, this contingency shall be deemed to have been waived. In the event Buyer shall notify Seller that such tests have disclosed matters that are unsatisfactory to Buyer, then Buyer may elect, by written notice to Seller, either to (i) terminate this Agreement or (ii) waive all such matters and proceed with Closing hereunder as if such matters did not exist.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee. Seller has full power to carry on its business as now conducted and to own, lease and use the Assets as now owned, leased or operated.

(b) Authority. Seller has the full power, right, legal capacity, and authority to enter into, and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly and properly authorized by all required

action in accordance with applicable law and with the Operating Agreement of Seller, and this Agreement constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Agreement by Seller do not require the consent, approval or waiver of rights by any party, which consent, approval, or waiver has not been obtained.

(c) Seller's Title. Seller holds good, valid and marketable title to all of the Assets free and clear of any liens, mortgages, charges and encumbrances of every kind, nature and description.

(d) Transaction Not a Breach. The execution, delivery, and performance of this Agreement do not conflict with or result in a breach of the terms, conditions or provisions of the Seller's Operating Agreement or any contract, agreement, mortgage, trust deed, note, bond indenture or other instrument or obligation of any nature to which Seller is a party or by which Seller is bound or by which Seller, the Business or the Assets may be affected, and the execution, delivery, and performance of this Agreement do not contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval, consent or permission of any governmental or regulatory body or authority; and Seller has received no notice that is inconsistent with the foregoing.

(e) Compliance with Applicable Laws. To the best of Seller's knowledge, Seller has complied with all laws, rules, regulations, writs, injunctions, decrees, and orders applicable to it or to the operation of the Business, and has received no notice of any alleged violation of any such law, rule, regulation, writ, injunction decree or order that has not been remedied to the satisfaction of the person issuing such notice. To the best of Seller's knowledge, the Property and the Business are in full compliance with all building, zoning and insurance laws and regulations.

(f) Litigation. There is no suit, action, arbitration proceeding or investigation pending or, to the knowledge of Seller or Seller's officers, threatened against Seller or to which Seller is otherwise a party, which may materially and adversely affect the Business or the Assets, before any court, or before any governmental department, commission, board, agency or instrumentality, or any other dispute resolution tribunal or organization; nor, to Seller's knowledge, is there any basis for any such action, proceeding or investigation.

(g) FF&E. None of the furniture, fixtures and equipment are held under any lease, security agreement, conditional sales contract, or other title retention or security arrangement, or are other than in the possession and under the control of the Seller. As a result of the consummation of this Agreement or the conveyances contemplated hereby, no security agreement, lease, or conditional sales contract will be in default, nor will any obligations be accelerated thereunder.

(h) Contracts. All contracts relating to the Business have been terminated.

(i) Taxes. Seller has duly and timely filed, or shall file prior to the Closing Date, all state and local sales and use tax returns, franchise and excise tax returns, and all other

tax returns required to be filed on or before the Closing Date, and Seller shall have paid in full the tax liability shown on said returns at or before Closing; that at the Closing Date no unpaid deficiencies will be in existence that have been asserted against Seller by an official or agency as a result of the filing of said returns; and that, to the knowledge of Seller, there is not now pending any examination with respect to any of said returns. Seller shall timely pay all taxes that will be payable as shown on any return required to be filed after the Closing Date that relates to a period prior to the Closing Date.

(j) Operations. Buyer shall operate the Business through the Closing Date in the ordinary course of business. Seller shall not make any contract or commitment with respect to the Assets that cannot be terminated at or before Closing or upon thirty (30) days notice.

(k) Financial Statements. Seller has given Buyer access to official filings with the Tennessee Regulatory Authority, but has not provided financial statements otherwise. Seller, at and as of the Closing Date, will be deemed to warrant and represent that the last filings with the Tennessee Regulatory Authority in connection with its rate case in 2008 are true and correct to the best of the knowledge of Seller and its officers, but not otherwise.

(l) Intellectual Property. Seller has not interfered with, infringed upon, misappropriated, or violated any intellectual property rights of any third parties in any material respect relating to the Intellectual Property, and Seller has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation, including any claim that the Seller must license or refrain from using the Intellectual Property.

(m) Environmental. Neither Seller nor, to the best knowledge of Seller, any other party has ever caused or permitted any "Hazardous Materials" (as hereinafter defined) to be placed, held, located or disposed of on, under or at the Property or any part thereof, and neither the Property nor any part thereof has ever been used as a dump or storage site (whether permanent or temporary) for any Hazardous Materials. As used herein, the term "Hazardous Materials" includes any hazardous, toxic or dangerous waste, substance or material, defined as such in, or for the purposes of, the Comprehensive Environmental Response, Compensation and Liability Act (40 U.S.C. section 9601 et. seq., as amended) or any other "superfund" or "superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any substance or material, as presently in effect ("Environmental Laws"). To the best of Seller's knowledge, the Property does not contain asbestos or radon, or any other substance known or believed by generally accepted authorities to be harmful or injurious to human health or safety, nor does the Property contain any underground fuel storage tanks. To the best of Seller's knowledge, there have been no spills, leaks or accidents on the Property relating to such use of such Hazardous Materials on the Property. Seller (a) has complied with all Environmental Laws in all material respects, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any such failure to comply, (b) has obtained and been in substantial compliance with all of the terms and conditions of all material permits, licenses, and other authorizations that are required under the Environmental Laws, and (c) has complied in all material respects with all other limitations,

restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables that are contained in the Environmental Laws.

(n) Condemnation. There is no condemnation, eminent domain or similar proceedings of any nature whatsoever pending, or to the best knowledge of the Seller threatened, affecting the Property, or any portion thereof, nor are any such proceeding contemplated.

(o) Known Defects. To the best of the Seller's knowledge, there are no known defects on the Property; provided, however, Seller has disclosed to Buyer that the Business has been operated by an independent contractor who has now been retained by Buyer and is more aware of the operations of the Business and its condition than are Seller and its officers and members

(p) Liabilities. Except as set forth on Exhibit 4.1(p), Seller has no outstanding liabilities nor are there any liabilities or other amounts that have accrued and that shall come due after the Closing.

(q) No Misrepresentation. None of the information contained in the representations and warranties of Seller set forth in this Agreement or in any of the certificates, Exhibits, lists, schedules, documents or other instruments delivered, or to be delivered, to Buyer, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading. Such representations and warranties are and shall be true as of the Closing Date and the date hereof. All Exhibits are and shall be true as of the Closing Date.

ARTICLE V BUYER'S REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Tennessee. Buyer has full corporate power to carry on its business as now conducted.

(b) Authority. Buyer has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery, and performance by Buyer of this Agreement have been duly and properly authorized by corporate action in accordance with applicable law and with the Articles of Organization and Operating Agreement of Buyer, and this Agreement constitutes the valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) Transaction Not a Breach. The execution, delivery, and performance of this Agreement do not conflict with or result in a breach of the terms, conditions or provisions of the Buyer's Articles of Organization and Operating Agreement or any contract, agreement, mortgage, trust deed, note, bond indenture or other instrument or obligation of any nature to

which Buyer is a party or by which Buyer is bound, and the execution, delivery, and performance of this Agreement do not contravene or violate any statute or any judicial or governmental regulation, order, injunction, judgment or decree or require the approval, consent or permission of any governmental or regulatory body or authority; and Buyer has received no notice that is inconsistent with the foregoing.

ARTICLE VI **THE CLOSING**

6.1 **Time and Place.** The Closing of the transactions as contemplated by this Agreement (the "Closing") shall take place at such place as is mutually agreed upon between the parties within thirty (30) days after the expiration of the Due Diligence Period or such earlier date as may be mutually agreed upon by the parties (the "Closing Date").

6.2 **Seller's Obligations.** At the Closing, Seller shall deliver to Buyer and its counsel and in form satisfactory to Buyer and its counsel:

(a) A Bill of Sale conveying, assigning and transferring the FF&E, the Personal Property and all the other Assets that are not real property;

(b) A Special Warranty Deed conveying, assigning and transferring title to the Property to Buyer and warranting that Seller has taken no action to impose a lien or encumbrance upon the Property;

(c) An Assignment and Assumption Agreement, assigning Seller's rights and obligations under the Contracts;

6.3 **Buyer's Obligations.** At the Closing, Buyer shall deliver to Seller, in form satisfactory to Seller and its counsel:

(a) The Purchase Price as provided in Section 1.3;

(b) An Assignment and Assumption Agreement, assuming Seller's obligations under the Contracts;

(c) The release described in 1.3, above.

(d) Such other documents or instruments as the Seller's counsel may reasonably determine to be necessary or appropriate to complete the transactions contemplated by this Agreement.

6.4 Closing Costs. Buyer shall pay the cost of the Title Commitment, any title search fees and any costs associated with transferring any warranties to Buyer. Buyer shall pay the cost of the title premium for the owner's policy of title insurance. Buyer shall pay the cost of the Survey, the recording fees, transfer taxes and any environmental site assessment or other assessments or tests related to this transaction. Buyer shall also pay the cost of any inspection reports obtained by Buyer. Each party shall pay his own attorney's fees in connection with this transaction.

6.6 Prorations. Seller shall be responsible for real and personal property ad valorem taxes for 2008. Buyer shall be responsible for all such taxes after 2008. Any back taxes assessed for any year prior to the year in which Closing occurs shall be paid in full by Seller at Closing, including all delinquent and/or interest charges.

ARTICLE VII CLOSING CONTINGENCIES

7.1 Contingencies to Seller's Obligation to Close: The Seller shall be under no obligation to close this transaction unless the following conditions shall have been satisfied or waived by the Seller in writing, at or prior to the time of Closing:

(a) At the Closing, the Buyer shall have fulfilled its obligations under the terms of this Agreement and shall have tendered the Purchase Price, the release, the Assignment and Assumption Agreement and the related documents and instruments necessary to consummate the transactions contemplated by this Agreement;

(b) The Buyer has complied with all state and/or local laws governing the transfer of the Assets;

(c) As of the Closing, all of the representations and warranties of the Buyer shall remain true and correct;

7.2 Contingencies to Buyer's Obligation to Close: The Buyer shall be under no obligation to close this transaction unless the following conditions shall have been satisfied or waived by the Buyer in writing, at or prior to the time of Closing:

(a) At the Closing, the Seller shall have fulfilled its obligations under the terms of this Agreement and shall have tendered the executed Special Warranty Deed, the Bill of Sale, the Assignment and Assumption Agreement and the related documents and instruments necessary to consummate the transactions contemplated by this Agreement, free and clear of any and all liens and encumbrances, except the Permitted Exceptions;

(b) The Seller has complied with all state and/or local laws governing the transfer of the Assets;

(c) The Seller discharges any and all liens and encumbrances against the Property;

(d) All requisite consents and approvals of any third party or entity that may be required to close the transaction, including without limitation, approval by the Tennessee Regulatory Authority of the transaction and the transfer of the CCN and approval by the Tennessee Department of Environment and Conservation of the transaction and the transfer of the NPDES Permit shall have been obtained;

(e) The Tennessee Regulatory Authority shall have paid over to the Buyer the \$20,000.00 obtained by the Tennessee Regulatory Authority from drawing on the letter of credit previously established with the Tennessee Regulatory Authority as contemplated by that certain Order Requiring First Bank & Trust Company to Release Funds Secured by HC Sewage Treatment, LLC's Letter of Credit dated October 29, 2008 in Docket No. 08-00183;

(f) The Buyer shall be satisfied with all due diligence as provided in Article III;

(g) As of the Closing, all of Seller's representations and warranties shall remain true and correct;

(h) The delivery to Buyer of a copy of the Articles of Organization of the Seller, certified by the Secretary of State of Tennessee, a copy of the Operating Agreement of the Seller, certified by the secretary of Seller, a copy of the resolutions of the members, governors (if any), directors (if any), managers (if any) and officers of the Seller authorizing and approving this Agreement and the transactions contemplated thereby certified by the secretary of Seller, and a Certificate of Existence dated not more than fifteen days prior to the Closing Date as to Seller from the Secretary of State of Tennessee reflecting that Seller is duly organized, validly in existence and in good standing.

(j) The delivery of such other documents or instruments as the Buyer's counsel may reasonably determine to be necessary or appropriate to complete the transactions contemplated by this Agreement.

7.3 Termination of Agreement. In the event that the Contingencies to Seller's Obligation to Close are not satisfied or waived by the Seller prior to the time of Closing, Seller shall have the right to terminate this Agreement. In the event that the Contingencies to Buyer's Obligation to Close are not satisfied or waived by the Buyer prior to the time of Closing, Buyer shall have the right to terminate this Agreement. In the event of any such termination, this Agreement shall terminate and neither party hereto shall have any further obligation or liability of any nature or amount whatsoever to the other party hereunder except as to any provision of this Agreement that by its terms is intended to survive the termination of this Agreement.

ARTICLE VIII
DEFAULT

8.1 **Default by Buyer.** In the event that Buyer fails to perform under this Agreement, including the failure to consummate the purchase of the Assets under the terms stated in this Agreement, Seller, after providing written notice to Buyer and a 3-business day period to cure, shall have the following exclusive remedy: Seller may terminate this Agreement.

8.2 **Default by Seller.** If Seller fails to perform under this Agreement, Buyer, after providing written notice to Seller and a 3-business day period to cure shall have the right (i) to terminate this Agreement and pursue any remedies available to it, or (ii) to require specific performance on the part of Seller.

ARTICLE IX
MISCELLANEOUS

9.1 **Costs.** If any legal or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall be responsible for their own attorneys fees and costs.

9.2 **Notices.** Any notices required to be given hereunder by any party shall in every case be in writing and shall be deemed properly served if (i) telexed or sent by facsimile transmission), (ii) delivered personally, (iii) sent by airmail, registered or certified mail, in all such cases with first class postage pre-paid, return receipt requested, or (iv) delivered by a nationally recognized overnight courier service, to the parties at the addresses as set forth below or at such other addresses as may be furnished in writing.

If to Seller: HC Sewage Treatment, L.L.C.
4718 Lake Park Drive, Suite 3
Johnson City, TN 37615
Attention: Joy Strickland

With a copy to:
T. Arthur Scott, Jr.
Attorney at Law
130 Nevermore Lane
Kingsport, TN 37664

If to Buyer: Greeneville Sewage, LLC
860 West Andrew Johnson Hwy
Greeneville, TN 37745
Attention: Allen Johnson

Date of service of such notice shall be (i) the date such notice is sent if served by telex, facsimile transmission or personally delivered, (ii) four (4) days after the date of mailing if sent by airmail, certified mail or registered mail or (iii) two days if sent by overnight courier.

9.3 Reasonable Efforts. Subject to the terms and conditions herein provided, each party hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. The parties shall execute such additional documents and do such other acts as may be reasonably required to carry out the intent of this Agreement.

9.4 Survival. All representations, warranties, covenants, and agreements of the parties contained in this Agreement, or any exhibit, schedule, instrument, certificate, opinion or other writing provided for in it, shall survive the Closing.

9.5 Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

9.6 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs and personal representatives.

9.7 Counterparts. This Agreement may be executed in more than one counterpart, and each counterpart shall be deemed an original.

9.8 Expenses. Each party shall pay all of their own costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement.

9.9 Governing Law and Jurisdiction. The terms and provisions of this Agreement shall be construed and governed in accordance with the laws of the State of Tennessee without regard to principles of choice of law. The parties agree that jurisdiction and venue in any action brought by any party pursuant to this Agreement shall properly (but not exclusively) lie in any federal or state court located in Carter County, Tennessee. By execution and delivery of this Agreement, each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action. The parties irrevocably agree that venue will be proper in such court, and hereby waive any objection that such court is an improper or inconvenient forum for the resolution of such action. The parties further agree that mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without necessity for service by any other means provided by statute or rule of court. Notwithstanding the foregoing, any dispute within the jurisdiction of the Tennessee Regulatory Authority shall be brought before the Tennessee Regulatory Authority.

9.10 Headings. The subject headings of Articles and Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

9.11 Assignment. This Agreement may be assigned or encumbered by the Buyer without the consent of the Seller. This Agreement not be assigned or encumbered by the Seller without the express written consent of the Buyer.

9.12 Waiver; Modification. Failure by Seller or Buyer to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof, except as provided herein.

9.13 Time of the Essence. Time is of the essence with respect to the performance of each of the covenants and agreement under this Agreement.

9.14 Press Releases and Public Announcements. Seller shall not issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written consent of Buyer.

9.15 Entire Agreement. This Agreement and all the Exhibits attached to the Agreement set forth the entire understanding of the parties with respect to the subject matter hereof and supersede any and all previous understandings or agreements between the parties, whether written or oral, with respect to the subject matter hereof. This Agreement and all Exhibits hereto may be modified only by instruments signed by both of the parties hereto. All Exhibits attached hereto are made a part hereof and incorporated herein by reference.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized officers as of the date indicated above.

BUYER:

GREENEVILLE SEWAGE, LLC

By: _____

Title: _____

SELLER:

HC SEWAGE TREATMENT, L.L.C.

By: _____

Title: _____

Greeneville Oil and Petroleum, Inc. joins in this Agreement solely for the purposes of (i) its responsibility for operations of the Plant from October 10, 2008 to the time Greeneville Sewage, LLC receives a Certificate from the TRA and (ii) delivering the release called for in Section 1.3

GREENEVILLE OIL AND PETROLEUM, INC.

By: _____

Title: _____

Jack Strickland joins in this Agreement solely for the purpose of agreeing to transfer Permit Number TN0075094.

Jack Strickland