



849 Aviation Parkway
Smyrna, TN. 37167

This Letter of Understanding (LOU) outlines the fundamental terms of agreement and intentions between Adenus Solutions Group, LLC (ASG), Tennessee Wastewater Systems, Inc. (TWS), and Turnberry Homes LLC (THL), Developer. Signatures represent acceptance of the terms of this LOU, pending final contract.

Questions and comments should be directed to Keith Townsend at:
(615) 522-7865, or keith.townsend@adenus.com

Dated: March 12, 2014

The fundamental terms of agreement and intention between ASG, TWS, and THL are as follows:

1. THL is a developer in Williamson County, TN, and desires to develop a residential subdivision on approximately **171.16+/-** acres of property, located on Clovercroft Road (Currently, the **Helen S. Williams Property**, being **Map 59, Parcel 92.00**, in Williamson County, TN). This property will accommodate approximately **86** lots. This lot count will be used for this Letter of Understanding.
2. TWS is willing to pursue this subject property as a service territory under its current Certificate of Convenience and Necessity (CCN), and has made a petition to the Tennessee Regulatory Authority (TRA) for this site. All items following are contingent upon TWS being granted an amendment to its CCN of the property as a utility service territory.
3. THL has been informed that ASG and TWS share common ownership, and that THL is not "required" to use ASG as its sewer treatment and disposal system construction Contractor. Nor, is THL "required" to use ASG as the design engineering firm for its project. Design and construction may be "put-out" to bid by THL. Additionally, THL agrees to:
 - Require its design engineer to design to the specifications of TWS, and to provide a copy of design plans to TWS for review prior to submitting plans to the Tennessee Department of Environment and Conservation for review and approval.
 - Require its construction Contractor to construct the treatment and disposal system in accordance with approved plans, and submit to final construction inspection of TWS's engineer, prior to TWS accepting the system.
4. THL agrees to pursue all necessary permits for TWS to operate the wastewater treatment and disposal system.

5. ASG is willing to pursue all necessary permits for THL for a lump sum fee of \$4000.00, and has submitted a Professional Services Agreement (PSA) for these services.
6. THL understands that a Design Development Report (DDR) and a Detailed Soils Investigation Report (DSIR) must be performed in order to develop property using a drip irrigation system for the disposal of treated wastewater in Williamson County, TN. ASG is willing to perform the DDR/DSIR for a lump sum cost of \$30,000.00. The DDR/DSIR will be billed directly to THL as follows, and will be handled with a PSA:
 - 50% of the cost of the DDR/DSIR prior to commencing the work.
 - Remaining 50% of the fee after approval from County Engineer

**The \$4000.00 fee to pursue the permits for THL, in item #5, is included in this fee and would eliminate the need for that PSA if ASG performs the DDR/DSIR.

7. THL agrees to provide the following for the DDR/DSIR, and for engineering and construction of the treatment, disposal, and sewer collection system:
 - Approximately One (1) acre of good soil per 13 homes proposed for disposal/recycling (86 lots / 13 = 6.62 acres minimum, plus buffers).
 - Adequate land for construction of the designed Recirculating Gravel filter (and the Reserve RGF).
 - Adequate land for the construction of the storage pond required by Williamson County regulations.
 - 7 original copies of an Extra High Intensity soil map (50' grid) by Certified Soil Scientist of the drip field areas (required for permit application, DDR/DSIR, and final design plans).
 - Topography map of the entire proposed drip field areas @ a 2' contour interval (required for permit application).
 - Topography map of the entire proposed property @ a 2' contour interval (required for DDR/DSIR and for final design plans).
 - Overall site plan of the proposed project with building envelopes (Sketch plat required for permit application and for DDR/DSIR – Preliminary plat required for final design plans).
 - Lay sewer collection lines per requirements of TWS plans and specifications, to include any required pump stations, force mains, and residential service taps.
 - Single phase, 200 amp, underground electrical service to the treatment facility building.
 - Construct gravel access drive to the treatment facility construction site, capable of accommodating 45+ gravel/media trucks, to include any temporary or permanent bridges for creek crossings, and any

associated Aquatic Resource Alteration Permits and Storm Water Pollution Prevention Plans.

- Maintain (mow) the area of grid staking until construction has begun. Wooded areas will be cleared by ASG, if ASG is construction contractor.
- Dedicate easements as dictated by the final design plans for access to the collection, treatment and recycling system, and for the residential services.

Timing is critical for the DDR/DSIR. The 2-foot interval topographic survey, preliminary subdivision layout, soil mapping, and the signed Professional Services Agreement with first payment must be in my possession a minimum of 21 days prior to the required submittal date for Planning Commission consideration in Williamson County. This would constitute notice to proceed.

8. ASG is willing to design the entire treatment, disposal, and collection system and construct the treatment and disposal system for the per lot price of \$6250.00 (86 lots * \$6250.00 = \$537,500.00). Payment will be due in 1/3 increments as follows:
 - 1/3 of fees will be due 10 days prior to the start of construction
 - 1/3 of fees will be due at 50% completion of construction
 - 1/3 of fees will be due within 15 days of completion of construction, and approval and acceptance of the system by TWS.
9. TWS will assume ownership of the treatment, disposal, and collection system once inspections are approved and accepted by TWS engineer. THL will be required to enter into a Sewer Service Agreement with TWS at the time TWS accepts the system. THL will be required to pay TWS a \$1200.00 per lot development fee for all lots presented to TWS for final plat signing. The \$1200.00 per lot fee will be due at the time TWS is requested to sign the final plat for recording (Ex. 15 lots presented for final plat * \$1200.00 per lot = \$18,000.00 due by THL to TWS at plat signing).
10. THL agrees to post any bond amounts required by the County, etc., prior to final plat being signed by TWS. All bonding costs and security for bonds required by Williamson County for the sewer system during the construction of the subdivision are the responsibility of the developer.
11. Any landscaping, plant units, etc., required by Williamson County to meet the screening (opacity) requirement, are the sole responsibility of THL.

12. Cost of tankage, components, etc, for each individual residence site and installation of sewer collection main lines and lot services is outside the scope of this agreement.
13. THL agrees that ASG and TWS have submitted "preliminary" contracts as an example of what will be expected of THL in the performance of this project. THL agrees that changes made to TDEC regulations, or to Williamson County regulations after the date of this understanding are beyond the control of ASG and TWS, and may cause a change to the proposed costs. Assuming that no regulation changes occur, the costs and fees presented in this understanding shall be valid for a period of not more than one (1) year from the date at the beginning of this understanding, regardless of the date the parties sign. Any contracts, or agreements, between the parties that are not signed within this one-year time limit may be revised to reflect costs in effect at that time.
14. Signature acknowledges and accepts the aforementioned terms of agreement and intention.

Tennessee Wastewater Systems, Inc.
Utility Provider
Charles Hyatt



Title: President

Date: 3.13.14

Turnberry Homes, LLC
Developer
Nicky Wells



Title: President, Land Development

Date: 03.13.14

Adenus Solutions Group, LLC
Keith Townsend



Title: Project Manager

Date: March 13, 2014

DESIGN / BUILD AGREEMENT

THIS DESIGN / BUILD AGREEMENT (this "Agreement") is made and entered into as of this **27th day of April, 2015** (the "Effective Date"), by and between **Turnberry Homes, LLC** a Limited Liability Company ("Developer"), and **Adenus Solutions Group**, a Limited Liability Company in the State of Tennessee ("Contractor").

RECITALS:

WHEREAS, Developer is the owner of a certain tract of real property (the "Property") consisting of approximately 171.16 acres +/- of unimproved land, located at **9742 Clovercroft Road, Tax Map 59, Parcel 92.00**, in Williamson County, Tennessee, which Property is more particularly identified on the Legal Description attached to this Agreement as Exhibit A, and depicted on the Site Map attached to this Agreement as Exhibit B;

WHEREAS, Developer desires and intends: (i) to develop one (1) certain alternate wastewater sewer collection, treatment, and disposal system (the "System") on the Property (collectively referred to as the "**Project**"), the location, configuration, scope, size and description of which System and Project are more particularly detailed and set forth on the Plans and Specifications attached to this Agreement as Exhibit C; and (ii) to engage Contractor to provide to Developer certain design, engineering, construction, and development services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

WHEREAS, (i) Contractor desires and intends to provide the Services for the consideration and upon and subject to the terms, provisions and conditions set forth in this Agreement, and (ii) Developer and Contractor each desire and intend to set forth their understandings and agreements with respect to the foregoing in this Agreement;

AGREEMENT:

NOW, THEREFORE, for and in consideration of the foregoing, the terms, provisions and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and CONTRACTOR hereby agree as follows:

1) **SERVICES**. CONTRACTOR agrees to perform, provide or cause to be performed or provided the permitting, engineering and design, construction, and coordination of the Project as follows:

- a) **Permitting:** Coordinate and receive permits from the State of Tennessee ("State") and Williamson County (County).
- b) **Engineering and Design:** Design the System and receive approval for the System from the State and Tennessee Wastewater Systems Inc., as per the Utility specifications.

- c) **Construction Services:** Construct the System per approved plans from the State.

Work: CONTRACTOR shall furnish all labor, supervision, materials, equipment, tools, scaffolding, machinery, transportation, and supplies necessary to complete the installations and improvements (all of the foregoing, the "Work") shown and/or described in (i) those certain plans, dated as of **November 17, 2014**, and drafted by **Adenus Solutions Group**, and attached hereto as Exhibit C, and (ii) those certain specifications, dated as of **August 6, 2007**, entitled "**Adenus Utilities Group, LLC, Specifications, Version 1.5**," and attached hereto as Exhibit D. The Work shall be performed in accordance with such plans and specifications in a good and workmanlike manner, shall be of the best quality, and shall meet all industry standards, and all material and equipment used in the Work shall be new and the best of their respective kinds, except as otherwise expressly specified or agreed in writing. . CONTRACTOR warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by CONTRACTOR, for a period of one (1) year from installation. CONTRACTOR warrants that for equipment furnished and/or installed but not manufactured by CONTRACTOR, CONTRACTOR will extend the same warranty terms and conditions which CONTRACTOR receives from the manufacturer of said equipment. For equipment installed by CONTRACTOR, if Owner provides written notice to CONTRACTOR of any such defect within thirty (30) days after the appearance or discovery of such defect, CONTRACTOR shall, at its option, repair or replace the defective equipment. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND MAY BE PASSED THROUGH TO THE UTILITY.

- d) **Acceptance:** Guarantee system acceptance by Tennessee Wastewater Systems, Inc.

- e) **General Coordination:** As required and mutually agreed.

- f) **No Liens** CONTRACTOR shall complete the Work in accordance with the Plans and Specifications and the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and CONTRACTOR shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work, CONTRACTOR shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Developer.

2) COMPENSATION.

a) **Payment for Services.** Developer and CONTRACTOR agree that CONTRACTOR will be paid for providing the Services as indicated immediately below in this Section 2

i) N/A Cost Plus in accordance with the Rate Schedule attached to this Agreement as Exhibit E, including applicable reimbursables.

ii) Estimated Fee \$ N/A , not to exceed Maximum Fee \$ N/A .

iii) Lump Sum \$ 537,500.00.

iv) Percentage of Construction Cost N/A %, Estimated Fee \$ N/A .

v) X Other (specify) Phase payments per schedule outlined below.

b) **Schedule of Payment.** Developer will pay Contractor according to the following schedule:

a. \$179,166.66, due 10 days prior to the start of construction of the treatment facility expansion (25,800 GPD expansion facility required and approximately 50,000 LF of drip piping).

b. \$179,166.66 due at 50% complete (majority of RSF for 25,800 GPD capacity constructed, and drip irrigation connection piping for expansion installed. Drip irrigation piping, RSF completion, RSF control building connections, and fencing remain.)

c. \$179,166.68 due within 15 days of approval and acceptance of the Work by Tennessee Wastewater Systems, Inc.

3) **DEVELOPER RESPONSIBILITY.** Developer agrees that the following are specifically the financial responsibilities and obligations of Developer and agrees to perform the following as specified by CONTRACTOR:

a) **Site Assessment.** Developer will provide CONTRACTOR with the following prior to any of the Services being rendered:

i) 2' Interval Topographic Survey prepared by Registered Surveyor in the State of Tennessee, Extra High Intensity Soils Map prepared by a Certified Soil Scientist in the State of Tennessee, Boundary Survey and Preliminary Plat of the above-mentioned project, and any other relative site assessment information as required.

ii) X Other (specify) ASG stipulates Site Assessment information has been provided.

- b) **Site Condition.** Developer is responsible to stake the boundaries of "construction activity" and areas that are soil mapped for the System and maintain the grid staking references until construction activity has begun. Developer must provide a clean (mowed, cleared, etc.) area for construction activity, as determined by CONTRACTOR. CONTRACTOR will clear RSF footprint and wooded drip areas.
 - c) **Access Drive.** Developer is responsible for properly constructing and maintaining an all-weather access drive, to include any permanent or temporary bridges or creek crossings, for construction activities on the Property and with respect to the Project that is capable of accommodating 75+ triple axle dump trucks trips. This access drive must be constructed and passable for the intended purpose prior to the CONTRACTOR starting the Work. This access drive is to be maintained by Developer until such time that Tennessee Wastewater Systems, Inc. accepts the system.
 - d) **Electrical Service.** Developer is responsible for providing Single Phase, 220V service (200 amp service) to the Project, as designated on the Site Map and/or on the site plan to be prepared by CONTRACTOR, which electrical service shall be underground.
 - e) **Amenities.** Developer is financially responsible for any upgrades/amenities that are not specified as general construction activity according to the treatment site plan to be prepared by CONTRACTOR (e.g., Vinyl fencing, landscaping, custom brick/block work, etc.). Contractor will install four (4) foot four plank fence around primary drip field disposal areas. Any landscape units required by the County for screening opacity will be at the cost and expense of the Developer.
 - f) **Collection System.** Developer is responsible for the installation of any and all aspects of the sewer collection system, to include the installation of any required Pump Stations, including excavation, plumbing, electrical service, setting any required meters and control panels, and finished grading. Developer agrees to install the force main from the development, installed by the Developer, to the inlet of the Treatment Facility. All work shall be in strict accordance with the specifications of Tennessee Wastewater.
- 4) **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.** Developer represents, warrants and covenants to, for and with CONTRACTOR as follows:
- a) Developer is a Limited Liability Company duly organized and validly existing under the laws of the State of Tennessee and is authorized to do business in the State of Tennessee and is legally entitled to own and lease its properties and to carry on its business as and in the places where such properties (including the Property) are now owned or operated;

- b) Developer is the equitable owner of the Property, which has not been conveyed, either a fee simple interest or leasehold interest, in whole or in part, to any other party, all contingent upon closing of the Property by the Developer;
 - c) Developer has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which Developer may be subject, any contract, agreement or instrument to which Developer is a party or by which Developer is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Developer;
 - d) Developer shall cooperate with CONTRACTOR in Contractor's performance of its obligations under this Agreement;
 - e) Developer shall deliver to CONTRACTOR copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Developer;
 - f) Developer shall pay compensation to CONTRACTOR at the times and in the manner set forth above; and
 - g) Developer shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.
- 5) **DEFAULT OF DEVELOPER or CONTRACTOR.** Any one or more of the following events shall constitute an "Event of Default" by Developer or Contractor:
- a) If Developer or Contractor fails to comply with or perform in any material respect any of the terms and provisions on its part to be complied with or to be performed under this Agreement;
 - b) If any one or more of the representations, warranties and/or covenants set forth above shall become untrue or be breached; and/or
 - c) If Developer or Contractor commits a fraud, makes a material misrepresentation, or commits an action involving gross negligence or willful misconduct in connection with its duties or obligations under this Agreement.
- 6) **REMEDIES IN EVENT OF DEFAULT.** Upon the occurrence of an Event of Default which remains uncured by Developer for a period of more than five (5) days, CONTRACTOR shall have the following rights:

- a) To terminate this Agreement immediately upon written notice to Developer and to receive immediate payment for all Services performed as of such date (including all reimbursables and incurred expenses [including with respect to ordered materials]);
 - b) To sue for monetary damages and/or injunctive relief; and/or
 - c) To pursue any other remedy available at law or in equity.
- 7) **REUSE OF DOCUMENTS.** All documents including any drawings and/or specifications prepared by CONTRACTOR relative to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Developer or others on extensions of the Project or on any other project, and there shall be no reuse of any kind whatsoever without the prior written consent of CONTRACTOR (which consent may be withheld by CONTRACTOR in its sole and absolute discretion). Any reuse without written consent by CONTRACTOR will be at Developer's sole risk and without liability or legal exposure to CONTRACTOR; and Developer shall indemnify and hold harmless CONTRACTOR from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle CONTRACTOR to further compensation at rates to be agreed upon by CONTRACTOR, and any breach of this section by Developer will entitle CONTRACTOR to pursue its legal and equitable remedies against Developer for such breach. The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.
- 8) **ACCESS TO THE SITE/JOBSITE SAFETY.** Unless otherwise stated, CONTRACTOR will have reasonable access to the Property for activities necessary for the performance of the Services. Developer understands and agrees that CONTRACTOR is not responsible, in any way, for the means, methods, sequence, procedures, techniques, or jobsite safety of any activity (construction or otherwise) other than the Services.
- 9) **INDEMNIFICATION.**
- a) Each party agrees to indemnify and hold harmless the other from, against and/or with respect to:
 - i) Any loss, expense, liability, damage, or deficiency resulting from any material misrepresentation, breach of warranty, or nonfulfillment of any covenant or agreement on the part of such party made or given in or with respect to this Agreement, or from any material misrepresentation in or omission from any certificate, schedule, exhibit or other document or instrument furnished or to be furnished to the other in connection with the transactions provided for in this Agreement, or from any gross negligence or willful misconduct of the other party; and/or
 - ii) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.

- b) In addition to the above, Developer shall indemnify and hold CONTRACTOR harmless of, from, against and in respect of:
- i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by CONTRACTOR as a result of or arising out of Developer's ownership of the Property;
 - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by CONTRACTOR as a result of or with respect to any lawsuit or cause of action against or involving the Property;
 - iii) Any and all liabilities, whether disputed or not, suffered or incurred by CONTRACTOR as a result of or arising out of Developer's ownership of the Property; and/or
 - iv) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.
- c) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

10) **ENVIRONMENTAL INDEMNITY.** In addition to the above, Developer represents, warrants and covenants to, for and with CONTRACTOR that there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto, (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property, (iii) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to the best knowledge of Developer no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated. To the extent that Developer breaches any of the aforementioned representations and CONTRACTOR is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that CONTRACTOR is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable

period of time following receipt of notice thereof from CONTRACTOR, Developer shall indemnify CONTRACTOR and hold CONTRACTOR harmless from all liabilities, damages and costs incurred by CONTRACTOR with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against CONTRACTOR. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing.

11)INSURANCE. CONTRACTOR shall secure and maintain such insurance as will protect CONTRACTOR from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer shall maintain at all times during the Project, and keep in force for the mutual benefit of Developer and CONTRACTOR, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit, and such insurance shall name CONTRACTOR as an additional insured.

12)DISPUTES RESOLUTION. It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if a delay in initiating arbitration or the right to file a lawsuit would prejudice its rights.

13)MATERIALS. If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of CONTRACTOR, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer shall have the right, in its sole discretion, either to terminate this Agreement or allow CONTRACTOR to proceed with the Services; provided, that if Developer elects to allow CONTRACTOR to proceed with the Services, CONTRACTOR (i) shall be excused from furnishing said materials or equipment, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

14)MISCELLANEOUS.

a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.

b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

- c) **Notices.** Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

If to Developer:

Turnberry Homes, LLC.
210 Jamestown Park Drive
Suite 102
Brentwood, TN 37027

If to CONTRACTOR:

Adenus Solutions Group, LLC
849 Aviation Parkway
Smyrna, TN 37167

Any such notice shall be deemed received when sent, if sent by overnight courier or by facsimile, or three (3) days after posting if sent by any other method. Any party may change its address for the purpose of notice by giving written notice in accordance with the provisions of this section.

- d) **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including a reasonable attorney's fee.
- e) **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) **Waivers.** Waiver by either party of any right for any default of the other party, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.
- g) **Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenant or condition to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by Laws.
- h) **Survival of Representations and Warranties.** All warranties, representations, covenants, indemnities, and other agreements made in this Agreement shall survive completion of the Project and/or expiration or termination of this Agreement.

- i) **Time.** Time is of the essence with respect to every provision of this Agreement.
- j) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.
- k) **Exhibits.** THE EXHIBITS TO THIS AGREEMENT ARE AN INTEGRAL PART HEREOF AND BY THIS REFERENCE ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

DEVELOPER:

Turnberry Homes, LLC.

By:  04.28.15
Name: Nicky Wells
Title: VP, Land Development

CONTRACTOR:

ADENUS SOLUTIONS GROUP,
a Limited Liability Company

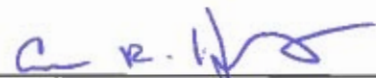
By: 
Name: Charles R. Hyatt
Title: President

Exhibit A

Legal Description - Property

[See Attached]

Exhibit B

Site Map

[See Attached]

Exhibit C

Project Description - Plans

[See Attached]

Exhibit D

Specifications

[See Attached]