

Danville-Pittsylvania Regional Industrial Facility Authority

CITY OF DANVILLE, VIRGINIA
COUNTY OF PITTSYLVANIA, VIRGINIA

SPECIAL MEETING AGENDA

MONDAY, NOVEMBER 22, 2010

12:00 NOON

DAN RIVER BUSINESS DEVELOPMENT CENTER CONFERENCE ROOM
300 RINGGOLD INDUSTRIAL PARKWAY

COUNTY OF PITTSYLVANIA MEMBERS

COY E. HARVILLE, VICE CHAIRMAN
HENRY A. "HANK" DAVIS, JR.
FRED M. INGRAM, ALTERNATE

CITY OF DANVILLE MEMBERS

SHERMAN M. SAUNDERS, CHAIRMAN
T. DAVID LUTHER
FRED O. SHANKS, III, ALTERNATE

STAFF

JOSEPH C. KING, CITY MANAGER, DANVILLE
WILLIAM D. SLEEPER, PITTSYLVANIA COUNTY ADMINISTRATOR
CLEMENT & WHEATLEY, ATTORNEY FOR AUTHORITY
ANNETTE Y. CRANE, AUTHORITY SECRETARY
BARBARA A. DAMERON, AUTHORITY TREASURER

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY

NOVEMBER 22, 2010

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1. MEETING CALLED TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT PERIOD

CITIZENS WHO DESIRE TO SPEAK ON AN AGENDA ITEM WILL BE HEARD AT THIS TIME. PLEASE NOTE THE PUBLIC COMMENT PERIOD INCLUDES A THREE-MINUTE TIME RESTRICTION FOR COMMENTS.

4. CONSIDERATION OF A PROPOSED RESOLUTION APPROVING (I) A CERTAIN PROPOSED PERFORMANCE GRANT AGREEMENT WITH THE CITY OF DANVILLE (THE "CITY"), VIRGINIA; THE COUNTY OF PITTSYLVANIA (THE "COUNTY"), VIRGINIA; AND UNITED STATES GREEN ENERGY CORPORATION ("USGE"), A NEVADA CORPORATION, WHICH INCLUDES, AMONG OTHER THINGS, THE CONVEYANCE BY THE AUTHORITY TO USGE OF NEW LOT 1, LOCATED AT THE CANE CREEK CENTRE, IN PITTSYLVANIA COUNTY, VIRGINIA, CONTAINING 59.118 ACRES, BEING A PORTION OF THE AUTHORITY'S 142.79± ACRE TRACT, GPIN 2347-38-9745, AS PART OF AN INCENTIVE PACKAGE TO BE OFFERED BY THE CITY AND THE COUNTY, IN EXCHANGE FOR USGE LOCATING AND CONSTRUCTING ITS MANUFACTURING FACILITY AT THE CANE CREEK CENTRE, MAKING NEW TOTAL TAXABLE CAPITAL INVESTMENTS OF AT LEAST \$30,000,000, AND CREATING 372 NEW FULL-TIME JOBS WITH BENEFITS DURING THE PERFORMANCE PERIOD (AS DEFINED IN SUCH RESOLUTION); (II) THE CANCELLATION OF A CERTAIN PERFORMANCE GRANT AGREEMENT WITH USGE, THE CITY AND THE COUNTY WHICH THE AUTHORITY APPROVED ON SEPTEMBER 13, 2010, BUT WHICH HAD NOT BEEN FULLY EXECUTED BY THE OTHER PARTIES; AND (III) OTHER MATTERS RELATED OR INCIDENT THERETO.

5. COMMUNICATIONS FROM:

HENRY A. "HANK" DAVIS, JR.
COY E. HARVILLE
FRED M. INGRAM
T. DAVID LUTHER
SHERMAN M. SAUNDERS
FRED O. SHANKS, III
STAFF

6. ADJOURN

AGENDA
ITEM NUMBER 4

**RESOLUTION OF THE DANVILLE-PITTSYLVANIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY**

WHEREAS, the Danville-Pittsylvania Regional Industrial Facility Authority (the “**Authority**”) is a political subdivision of the Commonwealth of Virginia duly created pursuant to the Virginia Regional Industrial Facilities Act, as amended; and

WHEREAS, as permitted by Sections 2.2-3711(A)(3) and 2.2-3711(A)(7) of the Code of Virginia, 1950, as amended, the Authority, at its regular meeting on November 10, 2010, discussed or considered the disposition of an interest in the Cane Creek Centre, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority and/or discussed with legal counsel specific matters requiring the provision of legal advice by such counsel concerning the Authority's property and related interests located in the Cane Creek Centre (the “**Project**”); and

WHEREAS, the Board of Directors has determined that it is in the best interests of the Authority and of the citizens of Danville and Pittsylvania County for the Authority (i) to revise the incentive previously offered by way of Performance Grant Agreement (“**September 2010 Performance Grant Agreement**”) with United States Green Energy Corporation (“**USGE**”), a Nevada corporation, approved by the Authority on September 13, 2010, and in lieu of the \$125,000 reimbursement for USGE’s acquisition and upfit of a facility located at 500 Cane Creek Centre, to convey that certain real property located at the Cane Creek Centre, in Pittsylvania County, Virginia, known as New Lot 1, containing 59.118 acres (“**New Lot 1**”), as shown on “Plat of Survey Showing 'Cane Creek Centre' New Lot 1 for: Danville-Pittsylvania Regional Industrial Facility Authority”, dated November 15, 2010 (the “**Plat**”), to USGE, on the terms as set forth herein, and (ii) for the Authority to continue to work with USGE with the objective to bring the Project to completion (a copy of the Plat is attached hereto as “**Exhibit A**”);

NOW, THEREFORE, BE IT RESOLVED BY THE DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, THAT:

1. The Authority hereby approves the conveyance to USGE or its designated affiliate (“**Grantee**”), of fee simple title to New Lot 1, conditioned and contingent upon satisfaction of the following:

- a. New Lot 1 shall be properly surveyed and platted for subdivision at the joint cost and expense of the Authority and USGE;
- b. The subdivision creating New Lot 1 shall comply with all local subdivision and related requirements and shall be approved by the subdivision agent;
- c. The deed of conveyance for New Lot 1 shall reserve in the Authority an easement and right-of-way for a rail spur or spurs to reach and service other lots and future development, such rail easement and right-of-way to be located on and over New

Lot 1 as set forth in the Plat, but as may be adjusted by the Chairman or Vice Chairman of the Authority in consultation with USGE;

- d. USGE, the City and the County, along with RIFA, execute a Performance Grant Agreement ("**New Performance Grant Agreement**"), whose terms shall be substantially in the form set forth in the Performance Grant Agreement, attached hereto as **Schedule 1(d)** and incorporated herein by this reference, to replace the September 2010 Performance Grant Agreement;
- e. The deed of conveyance for New Lot 1 shall contain a provision that should Grantee not construct the manufacturing facility (the "**Facility**") as contemplated in the New Performance Grant Agreement and commence operations in the Facility within eighteen (18) months after the date of such deed, Grantee shall forfeit any and all ownership and other rights in New Lot 1 by automatic reversion of title of New Lot 1 to the Authority, as grantor, free and clear of all liens and encumbrances created subsequent to the conveyance of New Lot 1 by the Authority to Grantee; and
- f. The deed of conveyance for New Lot 1 shall further be made subject to the provisions of any and all existing Declaration of Covenants by the Authority to which the Property is subject at or before the conveyance of New Lot 1 and which Grantee will agree to abide by performance or other written agreement.

2. The Authority further hereby approves the cancellation of the September 2010 Performance Grant Agreement, and the replacement of the same with the New Performance Grant Agreement, together with such amendments, deletions or additions thereto as may be approved by the Chairman, the Vice Chairman of the Authority or both, and hereby authorizes the Chairman and the Vice Chairman, either of whom may act independently of the other, to execute and deliver such New Performance Grant Agreement on behalf of the Authority, the execution of such New Performance Grant Agreement by the Chairman or Vice Chairman, as the case may be, to conclusively establish his approval of any amendments, deletions or additions thereto.

3. The Authority hereby authorizes and directs staff and other agents and representatives working on behalf of the Authority to take such actions and to do all such things as are contemplated by the foregoing conveyance and agreement, or as they in their discretion deem necessary or appropriate in order to carry out the intent and purposes of this Resolution.

4. The Authority hereby approves, ratifies and confirms any and all actions previously taken by the Authority, its agents and representatives, in respect the matters contemplated therein.

5. This Resolution shall take effect immediately upon its adoption.

CERTIFICATE

I, the undersigned Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Danville-Pittsylvania Regional Industrial Facility Authority at a special meeting duly called and held on November 22, 2010, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as Secretary of the Danville-Pittsylvania Regional Industrial Facility Authority this ____ day of November 2010.

ANNETTE Y. CRANE
Secretary of the Danville-Pittsylvania Regional
Industrial Facility Authority

Exhibit A
(Plat of New Lot 1)

Schedule 1(d)
(New Performance Grant Agreement)

PERFORMANCE GRANT AGREEMENT

THIS PERFORMANCE GRANT AGREEMENT (this "**Agreement**") is made as of the _____ day of _____ 2010, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); **CITY OF DANVILLE, VIRGINIA**, a municipal subdivision of the Commonwealth of Virginia (the "**City**"); and **UNITED STATES GREEN ENERGY CORPORATION**, a Nevada corporation authorized to transact business in Virginia (the "**Company**").

WHEREAS, RIFA, the County, and the City, in order to stimulate economic growth and development of the community by creating jobs and new infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity; and

WHEREAS, the Company has agreed to locate and construct its manufacturing facility (the "**Facility**") on that certain real property owned by RIFA and located at the Cane Creek Centre, in Pittsylvania County, Virginia, known as New Lot 1, containing 59.118 acres ("**New Lot 1**"), as shown on "Plat of Survey Showing 'Cane Creek Centre' New Lot 1 for: Danville-Pittsylvania Regional Industrial Facility Authority", dated November 15, 2010 (the "**Plat**"), attached hereto as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the Company has agreed to make new total taxable capital investments to include building purchase, building improvements and renovations, as well as machinery and equipment of at least Thirty Million Dollars (\$30,000,000) between January 1, 2011 and January 1, 2014 (the "**Performance Period**"); and

WHEREAS, the Company has agreed to create three hundred seventy-two (372) new full time jobs with benefits within the Performance Period; and

WHEREAS, each of RIFA, the County, and the City is willing to provide those certain incentives set forth herein to the Company provided that the Company satisfies certain criteria relating to employment projections and capital investment as described herein; and

WHEREAS, the Company shall be responsible for repayment of all or a portion of any funds or assets granted respectively by RIFA, the County and/or the City if such performance criteria are not met and satisfied, as further described herein; and

WHEREAS, RIFA, the County, and the City find that the provisions of this Agreement, and the commitments of the Company herein, will promote the expansion of industry by inducing industrial development within Cane Creek Centre, and that such development will promote the safety, health, welfare, convenience, and prosperity of the citizens of Danville and of Pittsylvania County.

NOW, THEREFORE, RIFA, the County, the City and the Company agree as follows:

1. Facility Operation: The Company agrees to locate and construct the Facility on New Lot 1 and to maintain its operations at the Facility without cease for at least sixty (60) months from the date of the last incentive installment hereunder.

2. Capital Expenditures: The Company agrees to make new total taxable capital investments to include building construction, improvements and renovations, as well as machinery and equipment, of at least Thirty Million Dollars (\$30,000,000) within the Performance Period, and to maintain such capital investments at the Facility through a period ending sixty (60) months from the date of the last incentive installment hereunder.

3. Job Requirements: The Company agrees to create and fill three hundred seventy-two (372) new full-time jobs with benefits within the Performance Period. For purposes of this Agreement, "**full-time jobs**" shall mean jobs which would ordinarily be scheduled to work a minimum of thirty-five (35) hours per week on a year-round basis, normal vacation and holiday excepted, and include a health benefits package.

4. Funds Extended to the Company: RIFA, the County, and the City have developed an incentive package, as follows, for the express purpose of inducing the Company to locate, to construct and to maintain the Facility on New Lot 1 in Cane Creek Centre and to employ a significant number of persons at the Facility. After transfer of New Lot 1 by RIFA to the Company as set forth in subparagraph 4(a) below, the County and the City will extend additional financial support and incentives to the Company (collectively referred to hereinafter as the "**Incentive Package**"). It is expressly understood that if all of the grant terms of these incentives are satisfied in accordance with this Agreement, then the Incentive Package shall be irrevocably deemed non-refundable. The following are the components of the Incentive Package:

- a. RIFA shall deliver to the Company a special warranty deed (the "**Deed**") conveying New Lot 1, free and clear of all monetary liens and any mechanics' liens as of the date of settlement. Except for the expense of preparing the Deed and the recordation tax applicable to grantors, the Company shall pay all other expenses incurred in connection with the conveyance of New Lot 1, including without limitation any pre-paid items, title examination, insurance premiums, recording costs, loan document preparation costs, and fees of the Company's attorney; however, the cost for preparing the Plat shall be divided equally between the Company and RIFA. All taxes and assessments, if any, shall be prorated as of the date of settlement. The Company agrees to accept New Lot 1 "**AS IS**" and "**WITH ALL FAULTS**". The Deed shall contain a provision that should the grantee not construct the Facility and commence operations in the Facility within eighteen (18) months after the date of the Deed, as evidenced by the last to occur of the following: (i) the issuance of a permanent certificate of occupancy, (ii) the Facility being opened for business and (iii) the payment of wages to the Company's new employees hired after the date of the Deed for work rendered at the Facility, the grantee shall forfeit any and all ownership and other rights in New Lot 1 by automatic reversion of title of New Lot 1 to RIFA, as grantor, free and clear of all liens and encumbrances created subsequent to the

conveyance of New Lot 1 by RIFA to the grantee. Moreover, the Deed shall further be made subject to (i) the provisions of any and all existing Declaration of Covenants by RIFA to which New Lot 1 is subject at or before the conveyance of New Lot 1 and which the Company, or its designated affiliate, shall agree to abide by written agreement; (ii) all easements set forth on the Plat; and (iii) all matters of record affecting New Lot 1.

- b. The County and the City shall pay grant funds to the Company up to a maximum of Four Hundred Thousand Dollars (\$400,000), payable in five (5) annual installments of Eighty Thousand Dollars (\$80,000) each. The Company shall be eligible for the first installment in July 2011 upon the Company constructing the Facility and commencing operations in the Facility, as evidenced by the last to occur of the following: (i) the issuance of a permanent certificate of occupancy, (ii) the Facility being opened for business and (iii) the payment of wages to the Company's new employees hired after the date of the Deed for work rendered at the Facility. The succeeding four (4) payments, after the initial Eighty Thousand Dollar (\$80,000) installment payment, shall be made annually beginning in July 2012, and concluding in July 2015, conditioned and contingent upon the Company demonstrating to the sole satisfaction of the County and the City that the Company is making progress on and/or maintaining the job creation and capital investment milestones hereunder and that the Company has paid and is current on all taxes owed to the County, including but not limited to Real Property, Personal Property, Business Personal Property, and Business License taxes (collectively referred to herein as "**Taxes**").
- c. The City will also provide as its portion of the local enterprise zone a new job creation grant based on the wage level and the quality of jobs as outlined in the table below. Based on the job description and wage projections provided by the Company, attached to this Agreement as **Schedule 4(c)** and made a part hereof, the City will provide a job grant totaling up to One Hundred Thousand Dollars (\$100,000) (the "**City Job Grant**") for new jobs created and filled during the Performance Period. The Company will be eligible for the first installment payment of the City Job Grant in July 2011, and annually thereafter in July until the earlier of July 2014, or the maximum amount of the City Job Grant has been paid to the Company. The amount of the City Job Grant installment payments for July 2011 and July 2014 will be based on the number and wage level of net new jobs created and filled by the Company in the six (6) month period immediately preceding June 30th in the respective year, and the amount of each annual installment payments of the City Job Grant for July 2012 and July 2013 will be based on the number and wage level of net new jobs created and filled by the Company in the twelve (12) month period immediately preceding June 30th in the respective year, each of which will be calculated in accordance with the following table:

Local Enterprise Zone City Job Grant	
<\$9.00 per hour (<\$18,720 annualized)	\$0 per new job
\$9.00 - \$11.99 per hour (\$18,720 - \$24,939.20 annualized)	\$100 per new job
\$12.00 - \$14.99 per hour (\$24,960 - \$31,179.20 annualized)	\$150 per new job
\$15.00 - \$19.99 per hour (\$31,200 - \$41,579.20 annualized)	\$250 per new job
\$20.00 - \$39.99 per hour (\$41,600 - \$83,179.20 annualized)	\$350 per new job
>\$40.00 per hour	\$500 per new job

The Company must annually submit a job profile of employment and wages in a form reasonably acceptable to the City prior to any annual installment payment of the City Job Grant. Additionally, the obligation of the City to make any installment payments of the City Job Grant hereunder is conditioned and contingent upon the Company being current on all Taxes owed to the County.

- d. During the Performance Period, the County will grant a fifty percent (50%) partial rebate of machinery and tool taxes assessed on all net new investments for the installation year. This rebate is available to the Company for each year that there is an increase in machinery and tool taxes over the previous year as a result of net new investment by the Company during that year. The obligation of the County to honor and make this partial rebate is conditioned and contingent upon the Company being current on all Taxes owed to the County.
- e. The County will waive permit fees associated with the planning, design, construction, and upfit of the Facility and will reimburse the Company for its tap fees incurred in connecting the Facility to water, gas and/or sewer.

All funds paid as part of the Incentive Package must be used for the direct benefit of the Company in the preparation, construction and improvements or operation of the Facility by the Company, except that an amount not to exceed Six Thousand Dollars (\$6,000) of the City Job Grant shall be used to pay for office space occupied by the Company at the Dan River Business Development Center.

5. Grant Termination if Terms are not Satisfied: If the Company fails to satisfy all of the terms of this Agreement, then all grant funds or incentive payments not previously paid to the Company shall be forfeited by the Company. Also, if the Company fails to satisfy the terms of this Agreement, then the Company shall be required to repay any and all grant funds or incentive payments previously received by the Company hereunder, including but not limited to funds paid by RIFA, the County, and/or the City. The repayment by the Company of grant funds or incentive payments hereunder must be made not later than thirty (30) days after the date on which the Company is notified that the Company has not satisfied the terms of this Agreement.

6. Jobs Report: The Company agrees to report to the County and the City by July 1, 2011, and every six (6) months thereafter, the number of new full-time jobs and wage levels created and retained by the Company at the Facility. The Company further agrees that each of the Pittsylvania County's Economic Development Director and the City of Danville's Economic Development Director, or their respective designees, are authorized to verify any and all job creation numbers through the Virginia Employment Commission.

7. Taxable Capital Expenditures and Real Property Improvement Report: The Company also agrees to provide a certificate to the City and the County annually, beginning January 1, 2012, verifying the Company's progress in investment, and maintenance of the investment, toward the milestone of at least Thirty Million Dollars (\$30,000,000). The Company further agrees that the Pittsylvania County and the City of Danville's Economic Development Directors or designees are authorized to verify all taxable capital equipment expenditures and related information through the appropriate office of the Commissioner of Revenue.

8. Audit and Guideline Requirements: The Company agrees to allow the County and the City reasonable access to all records pertaining to the Company's employment and investment at the Facility and to cooperate with the County and the City in any audit of such records by furnishing all information necessary to verify the Company's performance under this Agreement. In return, the County and the City agree to maintain the confidentiality of any and all sensitive information, including, but not limited to, personal payroll earnings or similar information that the County or the City may receive or access.

9. Governing Law; Interpretation: This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie either in the City of Danville, Virginia, or in Pittsylvania County, Virginia. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

10. Notice: Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand-delivery, telecopier, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY
AUTHORITY
Attention: Chairman
c/o Director, Finance Department
City of Danville
427 Patton Street
Danville, Virginia 24541
Telecopier: 434-799-5041

COUNTY OF PITTSYLVANIA, VIRGINIA
Attention: County Administrator
21 North Main Street
Chatham, Virginia 24531
Telecopier: 434-432-7714

CITY OF DANVILLE, VIRGINIA
Attention: City Manager
427 Patton Street
Danville, Virginia 24541
Telecopier: 434-799-6549

UNITED STATES GREEN ENERGY CORPORATION
Attention: _____

Telecopier: _____ - _____ - _____

Any party may change the address or telecopier number to which notices hereunder are to be sent by giving written notice of such change in the manner provided herein, and notice given hereunder shall be deemed given on the date of hand-delivery, transmission by telecopier, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a private courier service properly addressed with all charges prepaid as appropriate.

11. Entire Agreement: This Agreement contains the entire agreement and understanding of the parties to this Agreement with respect to the provisions contemplated herein; and this Agreement supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.

12. Headings: The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

14. Amendment; Modification; and Supplement: The parties to this Agreement may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplements are reduced to writing and signed by the parties to this Agreement or their successors in interest.

15. Execution: This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original.

16. Due Authorization: The Company represents, warrants and agrees that the execution and performance of this Agreement have been duly approved by all necessary

corporate action and are not in violation of any other agreement such party has with any third parties; and that this Agreement is a valid binding, legal obligation of each party, enforceable in accordance with its terms.

17. Non-waiver: No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

WITNESS the following signature and seal to this **PERFORMANCE GRANT AGREEMENT**:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
Title: _____

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, in his capacity as _____ of Danville-Pittsylvania Regional Industrial Facility Authority, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS the following signature and seal to this **PERFORMANCE GRANT AGREEMENT**:

CITY OF DANVILLE, VIRGINIA, a municipal subdivision of the Commonwealth of Virginia

By: _____
Joseph C. King, City Manager

ATTEST:

City Clerk

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Joseph C. King, in his capacity as City Manager of the City of Danville, Virginia, a municipal subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS the following signature and seal to this **PERFORMANCE GRANT AGREEMENT**:

PITTSYLVANIA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
William D. Sleeper, County Administrator

ATTEST:

County Clerk

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by William D. Sleeper, in his capacity as County Administrator of Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS the following signature and seal to this **PERFORMANCE GRANT AGREEMENT**:

UNITED STATES GREEN ENERGY CORPORATION, a Nevada corporation authorized to transact business in Virginia

By: _____
Name: _____
Title: _____

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, in his/her capacity as _____ of United States Green Energy Corporation, a Nevada corporation, on behalf of said corporation.

My commission expires: _____.

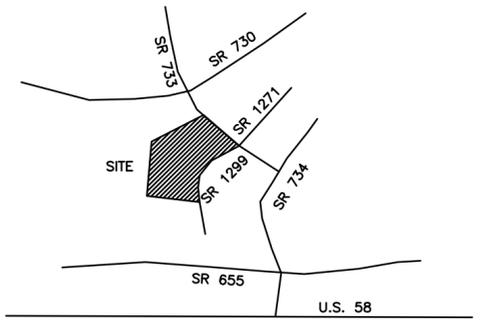
(if in Va.)

Notary Public
Registration No. _____

EXHIBIT A
(Plat of New Lot 1)

Schedule 4(c)
(Job Description and Wage Projections)

Per Job	2011	2012	2013
\$100 (\$18,720 - \$24,939.20 annualized)	0	0	0
\$150 (\$24,960 - \$31,179.20 annualized)	90	140	224
\$250 (\$31,200 - \$41,579.20 annualized)	49	89	111
\$350 (\$41,600 - \$83,179.20 annualized)	5	15	31
\$500 (>\$83,179.20)	6	6	6
Column Total	150	250	372



LOCATION MAP N.T.S.

LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- ▲ COMPUTED POINT
- UP UTILITY POLE
- GPIN GEOGRAPHIC PARCEL ID NUMBER
- R/W RIGHT OF WAY
- E OVERHEAD ELECTRIC LINES

LINE	BEARING	DISTANCE
L1	S 47°59'14" E	170.99'
L2	S 51°16'55" E	218.43'
L3	S 48°17'17" E	117.25'
L4	S 45°54'57" E	210.20'
L5	S 50°15'22" E	96.13'
L6	S 53°32'56" E	118.14'
L7	S 55°30'54" E	219.68'
L8	S 46°59'28" E	102.21'
L9	S 47°00'02" E	95.79'
L10	S 48°48'57" E	100.35'
L11	S 04°34'40" W	31.77'
L12	S 49°34'40" W	10.32'
L13	S 83°40'12" W	25.19'
L14	N 64°37'42" W	72.20'
L15	N 63°13'50" W	50.00'
L16	N 63°13'50" W	11.97'
L17	N 63°13'50" W	7.09'
L18	N 88°16'02" W	29.32'
L19	N 88°16'02" W	25.20'
L20	N 88°16'02" W	18.51'
L21	N 78°54'39" W	74.88'

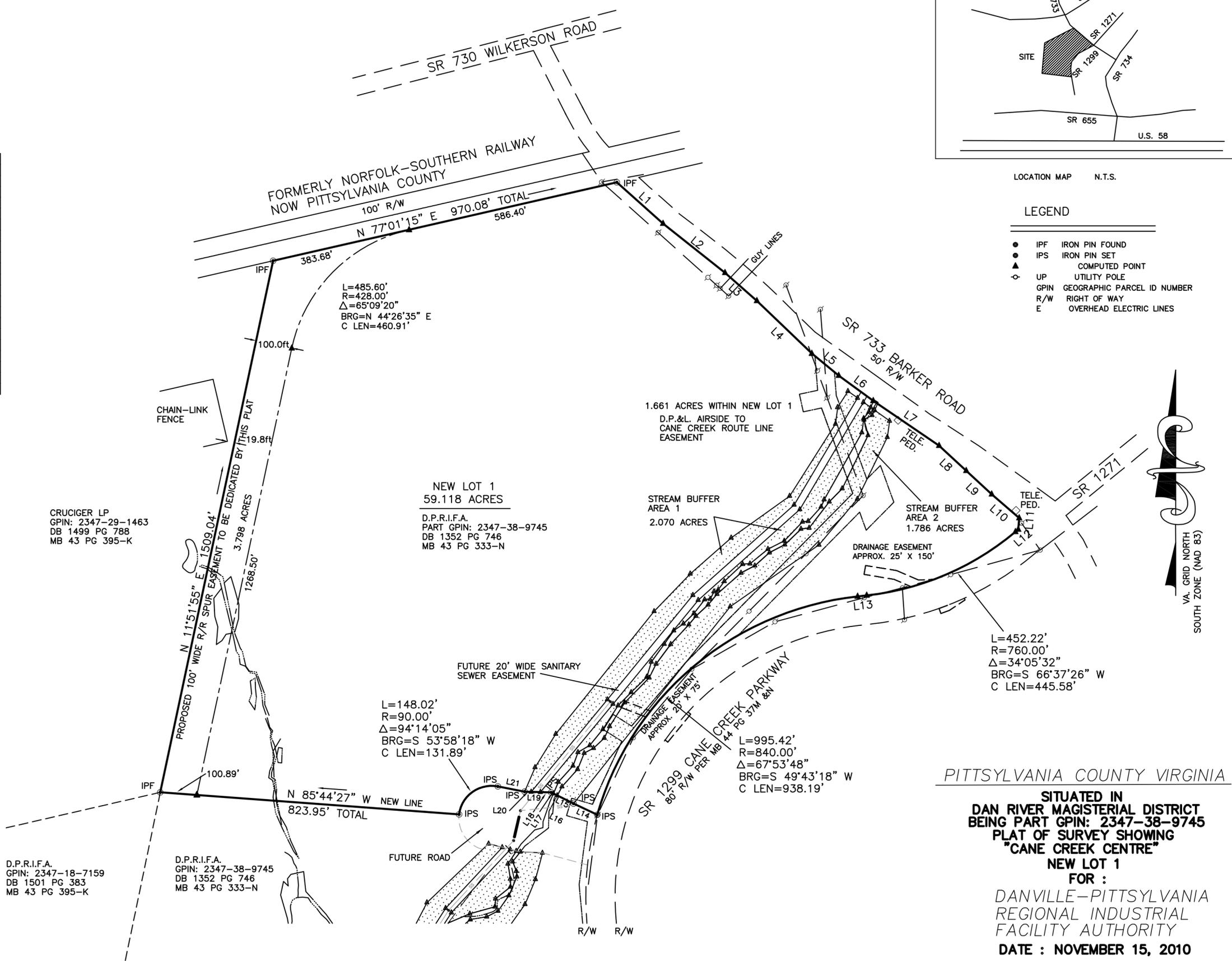
AREA SUMMARY

NEW LOT 1 59.118 ACRES
 D.P.&L. EASE. 1.661 ACRES
 S.B. AREA 1 2.070 ACRES
 S.B. AREA 2 1.786 ACRES
 R/R EASE. 3.798 ACRES

TOTAL LESS EASEMENTS 49.803 ACRES

CRUCIGER LP
 GPIN: 2347-29-1463
 DB 1499 PG 788
 MB 43 PG 395-K

NEW LOT 1
 59.118 ACRES
 D.P.R.I.F.A.
 PART GPIN: 2347-38-9745
 DB 1352 PG 746
 MB 43 PG 333-N



D.P.R.I.F.A.
 GPIN: 2347-18-7159
 DB 1501 PG 383
 MB 43 PG 395-K

D.P.R.I.F.A.
 GPIN: 2347-38-9745
 DB 1352 PG 746
 MB 43 PG 333-N

PITTSYLVANIA COUNTY VIRGINIA

SITUATED IN
 DAN RIVER MAGISTERIAL DISTRICT
 BEING PART GPIN: 2347-38-9745
 PART OF SURVEY SHOWING
 "CANE CREEK CENTRE"
 NEW LOT 1

FOR :
 DANVILLE-PITTSYLVANIA
 REGIONAL INDUSTRIAL
 FACILITY AUTHORITY

DATE : NOVEMBER 15, 2010
 SCALE : 1" = 200'



FILE: 10055

NOTES:
 LINES 14-21 & FUTURE ROAD ARC ARE NEW.
 FOR DESCRIPTION OF D.P.&L. AIRSIDE TO CANE CREEK TRANSMISSION ROUTE LINE EASEMENT SEE SUBDIVISION PLAT SHOWING CANE CREEK CENTRE FOR DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY BY DEWBERRY DATE: JULY 18, 2008 SHEETS 2 & 6 OF 7 FILE # V3103B
 FOR DESCRIPTION OF CONSERVATION EASEMENTS SEE CONSERVATION EASEMENTS FOR PITTSYLVANIA COUNTY CITY OF DANVILLE CANE CREEK CENTRE BY DEWBERRY DATED: NOVEMBER 10, 2006 REVISED: APRIL 13, 2007 SHEETS 2 & 9 OF 12 FILE# V2971B

THIS PROPERTY IS NOT LOCATED WITHIN A F.E.M.A. DEFINED FLOOD HAZARD ZONE AS OF 8-09-2001.
 THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-OF-WAY OF RECORD PRIOR TO THE DATE OF THIS PLAT, WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.
 THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
 THIS BOUNDARY SURVEY IS BASED ON A CURRENT FIELD SURVEY.

CRANE SURVEYING PLLC
 113 TALBOTT DRIVE
 DANVILLE, VA 24540 (434)836-5598 (434)836-4183(F)