

STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

FORM UCC-1 ALA.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to: Maynard, Cooper & Gale, P.C. 1901 6th Avenue North, Suite 2400 Birmingham, AL 35203-2602 Attention: Jennifer R. Smith Pre-paid Acct. #	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
2. Name and Address of Debtor (Last Name First if a Person) Double Oak Water Reclamation, LLC 850 Shades Creek Parkway Birmingham, Alabama 35209 Social Security/Tax ID #	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> # 2001-38211 09/05/2001-38211 11:11 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 074 CH 26.00 </div>
2A. Name and Address of Debtor (if any) (Last Name First if a Person) Social Security/Tax ID #	
<input type="checkbox"/> Additional debtors on attached UCC-E	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank 15 South 20 th Street, Suite 201 Birmingham, Alabama 35223 Social Security/Tax ID #	4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E	

5. The Financing Statement Covers the Following Types (or items) of Property: All types (or items) of property described on <u>Schedule I and Schedule II</u> attached hereto and made a part hereof. Some of the property described in <u>Schedule I</u> is now, or may in the future become, affixed to the Land described on <u>Exhibit A</u> attached hereto and made a part hereof. The Debtor is a record owner of said Land. * This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.	5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered <div style="border: 1px solid black; padding: 5px;"> 5 0 0 </div>
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Check X if covered ☒ Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor. <input type="checkbox"/> as to which the filing has lapsed.	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>N/A</u>
	8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signatures of Secured Party(ies)
 (Required only if filed without debtor's Signature - see Box 6)

See attached signature page Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business	Type Name of Individual or Business

DEBTOR: DOUBLE OAK WATER RECLAMATION, LLC

SIGNATURE PAGE FOR UCC-1 FINANCING STATEMENT

DOUBLE OAK WATER RECLAMATION, LLC, an
Alabama limited liability company

By: South Edge, Inc., an Alabama corporation
Its: Manager

By: Michael D. Fuller
Name: Michael D. Fuller
Its: President

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located, including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm

systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof, including but not limited to that certain Agreement for Installation of Sanitary Sewer Facilities on County Highway Rights of Way between the Borrower and Shelby County, Alabama executed by the Borrower on April 15, 1998 and Shelby County, Alabama on April 4, 1998, which is expressly transferable to mortgagees or lenders; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered

by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Construction Documents**. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(j) **Supplemental Documents**. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

(k) **Proceeds**. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(l) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

(m) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(n) **Borrower** means the debtor(s) described in this financing statement.

(o) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(p) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts

pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(q) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(r) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(s) **Lender** means the secured party described in this financing statement.

(t) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(u) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: Double Oak Mountain Reclamation Facility.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

SCHEDULE II
TO FINANCING STATEMENT

The Property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts and General Intangibles of the Borrower;
- (c) all Contracts of the Borrower, including all renewals, extensions, and modifications thereof and substitutions thereto, all guaranties of performance of obligations to the Borrower thereunder, and all of the Borrower's right to (1) modify or amend the Contracts; (2) terminate the Contracts; and (3) waive or release the performance or observance of the obligations of any Account Debtor under the Contracts, or any guaranty or security therefor;
- (d) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (e) all moneys of the Borrower, the Debt Service Reserve Account, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (f) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;
- (g) all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property; and
- (h) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing paragraphs.

DEBTOR: DOUBLE OAK WATER RECLAMATION, LLC

Definitions

As used in this Schedule II the following terms shall have the respective meanings assigned to them as follows:

Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower and any other person obligated to the Borrower on an Account.

Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper and whether or not earned by performance, including a right to payment for goods sold or leased or for services rendered by the Borrower and a right to any amount payable under a Contract.

Borrower means the debtor(s) described in this Financing Statement.

Contracts means all Leases, Reservation Contracts, documents, instruments and chattel paper of the Borrower, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created, including those (if any) described in Part 1 of Exhibit B.

Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender including the Collateral Reserve Account described in Section 4.8 of the Credit Agreement and the Debt Service Reserve Account described in Section 4.9 of the Credit Agreement.

Equipment means all of the Borrower's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements and all other goods and tangible personal property of every kind and nature (other than Inventory and Fixtures), and all improvements, additions, accessions and appurtenances thereto.

Fixtures means all goods of the Borrower that become so related to particular real estate that an interest in them arises under real estate law, including any such goods affixed to the real estate described in Exhibit A.

General Intangibles means all choses in action, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service

transferable to mortgagees or lenders, permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts, including those (if any) described in Part 2 of Exhibit B.

Inventory means all goods, merchandise and other personal property held by the Borrower for sale or lease or furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties.

Leases means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, including those (if any) described in Part 3 of Exhibit B, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, including those (if any) described in Part 4 of Exhibit B, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement.

Lender means the secured party described in this Financing Statement.

Reservation Contracts means those certain Sewer Service Agreements executed between the Borrower and the Users of the Project, as described in the Credit Agreement, whether entered into now or in the future.

Tangible Property means all Equipment, Fixtures Inventory and other tangible personal property of the Borrower.

Exhibit A
(Legal Description)

PARCEL I:

Lot 6, according to the map and survey of The Shoppes at The Corners, Phase 2, as recorded in Map Book 26 Page 89 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II: IRRIGATION POND PARCEL:

A parcel of land situated in the South 1/2 of the SE 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Southwest corner of the SW 1/4 of the SE 1/4 of said Section 20; thence run in an Easterly direction along the South line of said Section, North 88 deg. 42 min. 32 sec. East a distance of 1125.24 feet to a point; thence turn an angle to the left and run in a Northwesternly direction on a bearing of North 38 deg. 29 min. 36 sec. West a distance of 75.33 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction on the last described course, in a Northwesternly direction on a bearing of North 38 deg. 29 min. 36 sec. West a distance of 578.68 feet to a point; thence turn an angle to the right and run in a Northeastly direction on a bearing of North 51 deg. 30 min. 24 sec. East a distance of 98.97 feet to a point; thence turn an angle to the right and run in a Northeastly direction on a bearing of North 68 deg. 09 min. 46 sec. East a distance of 301.28 feet to a point; thence turn an angle to the left and run in a Northeastly direction on a bearing of North 19 deg. 58 min. 23 sec. East a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeastly direction on a bearing of South 63 deg. 38 min. 51 sec. East a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeastly direction on a bearing of South 15 deg. 26 min. 02 sec. East a distance of 182.97 feet to a point; thence turn an angle to the left and run in a Southeastly direction on a bearing of South 54 deg. 46 min. 57 sec. East a distance of 300.00 feet to a point, said point being on the Westerly right of way of Old Highway 280; thence turn an angle to the right and run along said right of way in a Southwesterly direction on a bearing of South 28 deg. 22 min. 12 sec. West a distance of 472.94 feet to a point; thence turn an angle to the right and run in a westerly direction on a line that is 60 feet North of and parallel to the south line of said Section 20, on a bearing of South 88 deg. 42 min. 32 sec. West a distance of 437.41 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama

PARCEL III: AUGMENTATION POND PARCEL

A parcel of land situated in the SW 1/4 of the NW 1/4, the SE 1/4 of the NW 1/4, and the NW 1/4 of the SW 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows:

Commence at the Southwest corner of said SW 1/4 of NW 1/4, thence run in an Easterly direction along the South line of said 1/4-1/4 section on a bearing of North 89 deg. 16 min. 06 sec. East a distance of 30.00 feet to a point, said point being the point of beginning of parcel herein described; thence turn an angle to the left and run in a Northerly direction on a bearing of North 00 deg. 16 min. 28 sec. West, a distance of 339.13 feet to a point; thence turn an angle to the right and run in a Northeastly direction on a bearing of North 72 deg. 56 min. 54 sec. East, a distance of 650.10 feet to a point; thence turn an angle to the left and run in a Northeastly direction on a bearing of North 58 deg. 45 min. 14 sec. East, a distance of 443.83 feet to a point; thence turn an angle to the left and run in a Northeastly direction on a bearing of North 41 deg. 12 min. 28 sec. East a distance of 96.63 feet to a point; thence turn an angle to the right and run in a Northeastly direction on a bearing of North 48 deg. 30 min. 28 sec. East a distance of 435.59 feet to a point; thence turn an angle to the right and run in a Northeastly direction on a bearing of North 67 deg. 52 min. 15 sec. East a distance of 160.10 feet to a point; thence turn an angle to the left and run in a Northeastly direction on a bearing of North 43 deg. 48 min. 37 sec. East a distance of 134.85 feet to a point; thence turn an angle to the right and run in a Southeastly direction on a bearing of South 08 deg. 12 min. 17 sec. East a distance of 97.89 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 27 deg. 36 min. 49 sec. West, a distance of 58.90 feet to a point; thence turn an angle to the left and run in a southeasterly direction on a bearing of South 06 deg. 57 min. 28 sec. East a distance of 369.08 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 14 deg. 07 min. 31 sec. West a distance of 455.62 feet to a point; thence turn angle to the right and run in a Northwesternly direction on a bearing of North 85 deg. 54 min. 49 sec. West, a distance of 323.17 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 66 deg. 30 min. 58 Sec. West a distance of 1338.77 feet to a point; thence turn an angle to the right and run in a Northwesternly direction on a bearing of North 00 deg. 16 min. 28 sec. West, a distance of 188.86 feet to the point of beginning; being situated in Shelby County, Alabama., together with those certain easement rights for access, ingress, egress and utilities granted in that certain Declaration of Easement dated August 31, 2001 recorded in Book ____, Page ____ in the public records of Shelby County, Alabama.

Exhibit A
(Legal Description)

Parcel IV:

A parcel of land situated in the SW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the SW 1/4 of the NE 1/4 of said Section 29, and run in a westerly direction, along the North line of said quarter-quarter section, a distance of 396.50 feet to a point on the westerly right of way line of the Florida Short Route Highway (Shelby County Highway No. 280) for a POINT OF BEGINNING; thence continue in the same direction as the last described course, in a westerly direction, along said quarter-quarter line a distance of 390.81 feet to a found rebar iron; thence turn an interior angle of 154 deg. 32 min. 36 sec. and run to the left in a southwesterly direction a distance of 602.86 feet to a point on the West line of said quarter-quarter section; thence turn an interior angle of 116 deg. 34 min. 23 sec. and run to the left in a southerly direction, along said West quarter-quarter line a distance of 1048.93 feet to the Southwest corner of said quarter-quarter section; thence turn an interior angle of 89 deg. 09 min. 48 sec. and run to the left in an easterly direction, along the South line of said quarter-quarter section a distance of 70.00 feet to a point; thence turn an interior angle of 146 deg. 15 min. 54 sec. and run to the left, in a northeasterly direction a distance of 686.04 feet to a point, said point being on the top or crest of the mountain; thence turn an interior angle of 179 deg. 21 min. 23 sec. and run to the left, in a northeasterly direction, along said top or crest of mountain a distance of 651.75 feet to a point; thence turn an interior angle of 191 deg. 02 min. 30 sec. and run to the right, in a northeasterly direction, along the top or crest of said mountain a distance of 138.07 feet to a point, said point being on the southwesterly right of way line of said Florida Short Route Highway (County Highway 280); thence turn an interior angle of 65 deg. 38 min. 06 sec. and run to the left, in a northwesterly direction, along said right of way a distance of 245.90 feet to a point; thence turn an interior angle of 270 deg. 00 min. 00 sec. and run to the right in a northeasterly direction, along said right of way a distance of 20.00 feet to a point and the beginning of a curve to the right; thence turn an interior angle of 90 deg. 00 min. 00 sec. to tangent and run to the left, along said right of way and along the arc of said curve having a radius of 612.96 feet and a central angle of 35 deg. 56 min. 58 sec., an arc distance of 384.59 feet to the point of beginning; being situated in Shelby County, Alabama.

EXHIBIT B
TO UCC FINANCING STATEMENT

Part 1 (Contracts):

1. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Birch Creek Development Company, Inc. dated August 14, 2000.
2. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Kimbrell, L.L.C. dated April 17, 2000.
3. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and MASI, LLP dated May 30, 2000.
4. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Cahaba Valley Fire & Emergency Medical Rescue District dated July 27, 2000.
5. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Richard W. Benson dated November 30, 2000.
6. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Clayton T. Sweeney, as Trustee dated November 22, 2000.
7. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Benson Custom Homes dated January 11, 2000.
8. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Benson Custom Homes dated March 2, 2000.
9. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Bill Knowles, Sr. dated March 13, 2000.
10. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Foothills Partners, L.L.C. dated July 18, 2000.
11. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Villas Belvedere, LLC dated January 24, 2001.
12. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Y. Oyama dated July 18, 2000.
13. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Benson Custom Homes dated July 12, 2000.

14. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Reamer Development Corporation dated October 12, 1999.
15. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and McDonald's, Inc. dated January 8, 2001.
16. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Benson Custom Homes dated July 12, 2000.
17. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Benson Custom Homes dated July 12, 2000.
18. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and North Shelby Baptist Church of Alabama, Inc. dated November 29, 2000.
19. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and 280 Properties, L.L.C. dated September 11, 1998 as amended November 15, 1999.
20. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Chesser Plantation, LLC dated May 25, 2001.
21. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and KOO, LLC dated November 22, 2000.
22. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Birch Creek Development Company, Inc. dated September 7, 1999.
23. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Frontier National Bank dated January 27, 2000.
24. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Birmingham Realty Company dated August 28, 1998 as amended August 23, 1999.
25. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Bowden Oil of Sylacauga dated February 15, 2000.
26. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Greensprings Associates, Inc. dated April 6, 1999.
27. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Kentucky Fried Chicken dated September 26, 1999.
28. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Gail Owen, Douglas Joseph and Anthony Joseph dated September 29, 1999.

29. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Ken Underwood dated December 1, 1999.
30. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Higginbotham Oil Company dated May 26, 1999.
31. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and Gail Owen, Douglas Joseph and Anthony Joseph dated September 29, 1999.
32. Sewer Service Agreement between Double Oak Water Reclamation, L.L.C. and EBSCO Development Company, Inc. dated June 22, 1999.
33. Operations Management Contract dated as of June 17, 1998 by and between Double Oak Water Reclamation, L.L.C. and NOVUS-Double Oak, L.L.C.
34. Engineer-Procure-Construct ("EPC") Contract by and between Double Oak Water Reclamation, LLC and US Filter Wastewater Group.

Part 2 (General Intangibles):

1. Agreement for Installation of Sanitary Sewer Facilities on County Rights of Way between the Borrower and Shelby County, Alabama executed by the Borrower on April 15, 1998 and Shelby County, Alabama on April 4, 1998, which is expressly transferable to mortgagees or lenders.

Part 3 (Leases in which Borrower is the Lessor):

None

Part 4 (Leases in which Borrower is the Lessee):

None

Inst # 2001-38211

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08/05/2001-38211
11:11 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 CH 26.00