

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER [optional]                                                                                                |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)                                                                                                 |
| Haskell Slaughter Young & Rediker, LLC<br>2001 Park Place North<br>1400 Park Place Tower<br>Birmingham, AL 35203<br>Attention: Gwen L. Windle |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

|                                   |                                   |                                  |                                 |         |
|-----------------------------------|-----------------------------------|----------------------------------|---------------------------------|---------|
| 1a. ORGANIZATION'S NAME           | Double Oak Water Reclamation, LLC |                                  |                                 |         |
| OR 1b. INDIVIDUAL'S LAST NAME     | FIRST NAME                        | MIDDLE NAME                      | SUFFIX                          |         |
| 1c. MAILING ADDRESS               | CITY                              | STATE                            | POSTAL CODE                     | COUNTRY |
| 850 Shades Creek Parkway          | Birmingham                        | AL                               | 35209                           | U.S.    |
| ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION          | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any |         |
|                                   |                                   |                                  | <input type="checkbox"/> NONE   |         |

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

|                                   |                          |                                  |                                 |         |
|-----------------------------------|--------------------------|----------------------------------|---------------------------------|---------|
| 2a. ORGANIZATION'S NAME           |                          |                                  |                                 |         |
| OR 2b. INDIVIDUAL'S LAST NAME     | FIRST NAME               | MIDDLE NAME                      | SUFFIX                          |         |
| 2c. MAILING ADDRESS               | CITY                     | STATE                            | POSTAL CODE                     | COUNTRY |
|                                   |                          |                                  |                                 |         |
| ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any |         |
|                                   |                          |                                  | <input type="checkbox"/> NONE   |         |

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

|                               |                  |             |             |         |
|-------------------------------|------------------|-------------|-------------|---------|
| 3a. ORGANIZATION'S NAME       | ServisFirst Bank |             |             |         |
| OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME       | MIDDLE NAME | SUFFIX      |         |
| 3c. MAILING ADDRESS           | CITY             | STATE       | POSTAL CODE | COUNTRY |
| P.O. Box 1508                 | Birmingham       | AL          | 35201-1508  | U.S.    |

4. This FINANCING STATEMENT covers the following collateral:

All personal property of Debtor, intangible or tangible, including, without limitation, the property described on Schedule I and Schedule II attached hereto and made a part hereof.

Some of the property described on Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A 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.

|                                                                                                                                            |                                          |                                                                               |                                        |                                       |                                   |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------|---------------------------------------|-----------------------------------|-----------------------------------------|
| 5. ALTERNATIVE DESIGNATION [if applicable]:                                                                                                | <input type="checkbox"/> LESSEE/LESSOR   | <input type="checkbox"/> CONSIGNEE/CONSIGNOR                                  | <input type="checkbox"/> BAILEE/BAILOR | <input type="checkbox"/> SELLER/BUYER | <input type="checkbox"/> AG. LIEN | <input type="checkbox"/> NON-UCC FILING |
| 6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum | <input type="checkbox"/> (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] |                                        | <input type="checkbox"/> All Debtors  | <input type="checkbox"/> Debtor 1 | <input type="checkbox"/> Debtor 2       |
| 8. OPTIONAL FILER REFERENCE DATA                                                                                                           |                                          |                                                                               |                                        |                                       |                                   |                                         |

## SCHEDULE I TO FINANCING STATEMENT

The Property covered by this financing statement includes all the Double Oak Water Reclamation LLC's (the "Borrower") 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

1. The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.
2. All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this financing statement, whether or not attached or affixed to the Land.
3. All appurtenances to the Land and all rights of the Borrower in and to any streets, roads, public places, easements or rights of way relating to the Land or the sewer system located thereon, including, without limitation, all rights of the Borrower to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions and related rights pertaining to any sewer and septic system on the Land, including, without limitation, all rights to place infrastructure in county or other rights of way.
4. All the rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Borrower under all present and future leases and subleases affecting the Land and the Improvements.
5. All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

6. All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by the Borrower for the purpose of being used for or in connection with the Improvements, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances.
7. All furniture, machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired by the Borrower located on or used in connection with the Land and the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all furniture (including desks, tables, chairs, sofas, shelves, lockers and cabinets), office furnishings, appointments and supplies, office machines, equipment, appliances and apparatus, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking, washing and cleaning equipment and appliances, floor and window coverings and treatments (including rugs, carpets, draperies, shades, curtains and awnings), building maintenance equipment, appliances and apparatus, tools, implements and instruments, and machinery, equipment and apparatus used or useful in the manufacture, fabrication, production, processing, assembly, handling, conversion, treatment, storage and distribution of goods, raw materials, products, merchandise, articles, stock, wares and commodities.
8. All general intangibles relating to the development or use of the Land, including, without limitation, all governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land; and
9. All shares of stock or other evidence of ownership of any part of the Land that is owned by the Borrower in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land.

## **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:

(i) all personal and fixture property of every kind and nature, whether tangible or intangible; including without limitation all goods (including Inventory, Equipment and any accessions thereto);

(ii) all Accounts and General Intangibles of the Borrower;

(iii) all Contracts of the Borrower, including those contracts set forth on Exhibit B attached hereto, 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;

(iv) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;

(v) all moneys of the Borrower, 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;

(vi) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;

(vii) 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;

(viii) 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 granting clauses; and

(ix) instruments (including promissory notes), documents, chattel paper (whether tangible or electronic), letter-of-credit rights (whether or not the letter of

credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations and insurance claims and proceeds.

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

1. 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.
2. 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.
3. Collateral Reserve Account is defined in Section 13.2 of the Security Agreement.
4. Contracts means all contracts, agreements to use right of way, the Agreement for Installation of Sanitary Sewer Facilities in County Highway Right-of-Way between the Borrower and Shelby County executed in April of 1998, Reservation Contracts, Leases, requisitions, purchase orders, documents, management agreements, 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 hereof, or secure any Accounts, or in connection with which Accounts exist or may be created.
5. 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 13.2 of the Security Agreement.
6. 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 of every kind and nature (other than Inventory and Fixtures).
7. 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.
8. General Intangibles means all payment intangibles, 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 marks, logos, copyrights, copyright applications, registrations, software, licenses, 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.

9. 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.
10. Leases means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, 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, 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.
11. Reservation Contracts means those certain Sewer Service Agreements executed between the Borrower and the Users of the Project, whether entered into now or in the future, including without limitation those listed on Exhibit B hereto.
12. Sewer Service Agreements means agreements with Users similar in substance to the form provided to Lender.
13. Users means all persons who enter into a Reservation Contract, or any other contract for the use of the Project to treat sewage or otherwise use the Project for the treatment of sewage originating from such persons' property.

**EXHIBIT A  
TO SCHEDULE I and II  
OF FINANCING STATEMENT**

**(Legal Description of Land)**

STATE OF ALABAMA  
SHELBY COUNTY

**PARCEL I: 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 SW 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 N 89°16'06" E, 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 N 00°16'28" W, a distance of 339.13 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 72°56'54" E, a distance of 650.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 58°45'14" E, a distance of 443.83 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 41°12'26" E, a distance of 96.63 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 48°30'28" E, a distance of 435.59 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 67°52'15" E, a distance of 160.10 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 43°48'37" E, a distance of 134.85 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 08°12'17" E, 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 S 27°36'49" W, 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 S 06°57'28" E, 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 S 14°07'31" W, a distance of 455.62 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 85°54'49" W, 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 S 66°30'58" W, a distance of 1338.77 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of N 00°16'28" W, a distance of 188.86 feet the POINT OF BEGINNING. Said parcel containing 21.44 acres, more or less.

**PARCEL II: HOLDING POND LEGAL:**

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

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 20; thence run in an Easterly direction along the South line of said Section N88°42'32"E a distance of 1125.24 to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of N38°29'36"W a distance of 75.33 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in the same direction of the last described course, in a Northwesterly direction, on a bearing of N 38°29'36" W a distance of 578.68 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 51°30'24" E a distance of 98.97 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of N 68°09'46" E a distance of 301.28 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of N 19°58'23" E a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 63°38'51" E a distance of 300.00 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of S 15°26'02" E a distance of 182.97 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of S 54°46'57" E a distance of 300.00 feet to a point, said point being on the Westerly right-of-way of Old Hwy. 280; thence turn an angle to the right and run along said right-of-way in a Southwesterly direction on a bearing of S 28°22'12" W 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 S 88°42'32" W a distance of 437.41 feet to the POINT OF BEGINNING; said parcel contains 12.130 acres, more or less.

**PARCEL III**

A parcel of land situated in the Southwest quarter of the Northeast quarter 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 Southwest quarter of the Northeast quarter 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 #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°32'36" 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°34'23" 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°09'48" 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°15'54" 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  $179^{\circ}21'23''$  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  $191^{\circ}02'30''$  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 (Co. Hwy. 280); thence turn an interior angle of  $65^{\circ}38'06''$  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  $270^{\circ}00'00''$  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  $90^{\circ}00'00''$  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  $36^{\circ}56'58''$ , an arc distance of 384.59 feet to the point of beginning. Said parcel contains 23.10 acres, more or less.

Together with an easement granted to Double Oak Water Reclamation, LLC from The Narrows Residential Owners' Association, Inc., as set out in Instrument #2002/04226 in the Probate Office of Shelby County, Alabama.

**EXHIBIT B  
TO SCHEDULE II  
TO FINANCING STATEMENT  
  
CONTRACTS**

| SUBSCRIBER                                             | STATUS   | GPD RESERVED | COMMENTS |
|--------------------------------------------------------|----------|--------------|----------|
| GreenSprings Assoc.                                    | ASSIGNED | 1,200        |          |
| Higginbotham Oil Co.                                   | ASSIGNED | 1,400        |          |
| Kentucky Fried Chicken                                 | ASSIGNED | 1,375        |          |
| Ken Underwood                                          | ASSIGNED | 550          |          |
| Frontier National Bank (Childersburg)                  | ASSIGNED | 550          |          |
| Benson Custom Homes (Chelsea Mall)                     | ASSIGNED | 5,407        |          |
| Bowden Oil of Sylacauga                                | ASSIGNED | 2,000        |          |
| Benson Custom Homes (Selco Cleaners)                   | ASSIGNED | 550          |          |
| Bill F. Knowles, Sr.                                   | ASSIGNED | 275          |          |
| Oyama Karate School (Y. Oyama)                         | ASSIGNED | 275          |          |
| Chelsea Animal Hospital (Lot 3-B Benson Properties)    | ASSIGNED | 1,375        |          |
| Benson Properties (Lot 3-A)                            | ASSIGNED | 1,650        |          |
| Benson Properties (Lot 4-B)                            | ASSIGNED | 550          |          |
| North Shelby Baptist Church of Alabama, Inc.           | ASSIGNED | 5,000        |          |
| Eddleman Properties, LLC (Parcels A & E)               | ASSIGNED | 45,000       |          |
| Eddleman Properties, LLC (Parcel F)                    | ASSIGNED | 300,000      |          |
| B. Hulsey Company, LLC                                 | ASSIGNED | 1,375        |          |
| Hill Petroleum, Inc. - Amoco Service Station           | ASSIGNED | 550          |          |
| City of Chelsea - Town Hall Property                   | ASSIGNED | 1,000        |          |
| Eddleman-Thornton, LLC - Chelsea Park                  | ASSIGNED | 250,000      |          |
| Village at Highland Lakes                              | ASSIGNED | 225,000      |          |
| Billy Thomas                                           | ASSIGNED | 1,100        |          |
| Jeff Honea                                             | ASSIGNED | 3,325        |          |
| Chelsea Rentals                                        | PENDING  | 600          |          |
| Tacala, Inc. (Taco Bell - Chelsea)                     | ASSIGNED | 1,180        |          |
| Chelsea Properties, LLC (Lot 6 Shoppes at the Corners) | ASSIGNED | 4,000        |          |
| 280 Properties, LLC                                    | ASSIGNED | 40,000       |          |
| S.N.O. . Inc.                                          | ASSIGNED | (7,000)      |          |
| Total remaining gallons for 280 Properties, LLC        |          | 33,000       |          |

|                                                                      |          |                |                                          |
|----------------------------------------------------------------------|----------|----------------|------------------------------------------|
| Eddleman Properties, LLC and The Crest @ Greystone, Inc. (Parcel D)  | ASSIGNED | 150,000        |                                          |
| Thornton Construction                                                |          | (8,300)        |                                          |
| <i>Total remaining gallons for Parcel D - Chelsea Park</i>           |          | <i>141,700</i> |                                          |
| Chesser Plantation, LLC                                              | ASSIGNED | 120,000        |                                          |
| Eddleman – Thornton, LLC                                             | ASSIGNED | (32,500)       |                                          |
| Eddleman-Thornton Investment Properties, LLC                         | ASSIGNED | (7,500)        |                                          |
| Thornton Construction                                                | ASSIGNED | (17,825)       |                                          |
| <i>Total remaining gallons for Chesser Plantation, LLC</i>           |          | <i>62,175</i>  |                                          |
| Foothills Partners, LLC (David Acton)                                | ASSIGNED | 33,000         |                                          |
| ASI Stone Imports                                                    | ASSIGNED | (550)          |                                          |
| E. W. Howell Properties                                              | ASSIGNED | (5,000)        |                                          |
| City of Chelsea                                                      | ASSIGNED | (275)          |                                          |
| Foothills Homes, Inc.                                                | ASSIGNED | (15,950)       |                                          |
| Dance South                                                          | ASSIGNED | (275)          |                                          |
| Midgette's Pizza                                                     | ASSIGNED | (275)          |                                          |
| <i>Total remaining gallons for Foothills Partners</i>                |          | <i>10,675</i>  |                                          |
| Kennedy Realty (Villas Belvedere)                                    | ASSIGNED | 17,175         |                                          |
| Villas Belvedere, LLC                                                | ASSIGNED | 11,000         |                                          |
| D. R. Horton                                                         | ASSIGNED | (28,125)       |                                          |
| <i>Total remaining gallons for Villas Belvedere</i>                  |          | <i>50</i>      |                                          |
| D. R. Horton, Inc.                                                   | ASSIGNED | 22,275         |                                          |
| Birmingham Realty                                                    | ASSIGNED | 70,000         |                                          |
| McDonald's Corporation                                               | ASSIGNED | (2,520)        |                                          |
| <i>Total remaining gallons for Birmingham Realty</i>                 |          | <i>67,480</i>  |                                          |
| Birch Creek Development Co., Inc.                                    | ASSIGNED | 10,450         |                                          |
| Builders                                                             | ASSIGNED | (10,175)       |                                          |
| <i>Total remaining gallons for Birch Creek Development Co., Inc.</i> |          | <i>275</i>     |                                          |
| Reamer Development Corp. - Forest Lakes                              | ASSIGNED | 126,000        |                                          |
| American Homes & Land Corp.                                          | ASSIGNED | (102,575)      |                                          |
| <i>Total remaining gallons for Reamer Development Corp..</i>         |          | <i>23,425</i>  |                                          |
| EBSCO - Mt. Laurel                                                   | ASSIGNED | 200,000        |                                          |
| Town Builders - Town Management - Moss Rock Bldg Co                  | ASSIGNED | (46,671)       |                                          |
| Hilltop Montessori School                                            | ASSIGNED | (1,500)        |                                          |
| Cahaba Valley Fire Dept. - Mt. Laurel Fire Dept.                     | ASSIGNED | (275)          |                                          |
| EBSCO - Birch Creek                                                  | ASSIGNED | 35,000         | Transferred from Birch Creek Development |
| Shelby County Board of Education                                     | ASSIGNED | (11,000)       |                                          |

|                                                                    |          |          |                                 |
|--------------------------------------------------------------------|----------|----------|---------------------------------|
| <i>Total remaining gallons for EBSCO Development</i>               |          | 175,554  |                                 |
| Equine Partners                                                    | ASSIGNED | 133,970  |                                 |
| Kimbrell, L.L.C..                                                  | ASSIGNED | (10,000) |                                 |
| MASI, LLP                                                          | ASSIGNED | (4,425)  |                                 |
| MASI, LLP - Narrows Commercial Office Building                     | ASSIGNED | (550)    |                                 |
| MASI, LLP - Cahaba Valley Fire Dept. - Narrows Fire Dept.          | ASSIGNED | (275)    |                                 |
| MASI, LLP - Mason Equities, LLC - Lot 3D                           | ASSIGNED | (750)    |                                 |
| Narrows Residential Association - Narrows Swim Pavilion            | ASSIGNED | (150)    |                                 |
| Richard Benson                                                     | ASSIGNED | (6,000)  |                                 |
| KOO, LLC - The Narrows Residential Sector                          | ASSIGNED | (90,000) |                                 |
| Clayton T. Sweeney, as Trustee - Lot 1-C The Narrows, Comm. Sector | ASSIGNED | (10,000) |                                 |
| Narrows Properties, LLC - Lot 2E The Narrows Commercial Sector     | ASSIGNED | (6,000)  |                                 |
| K Underwood Prop, LLC - Lots 1-A1 & 1-A2, Narrows, Comm. Sector    | ASSIGNED | (1,550)  | 1,450 gpd reassigned to DOWR pe |
| Shelby Oncology                                                    | ASSIGNED | (500)    |                                 |
|                                                                    |          |          |                                 |
|                                                                    |          |          |                                 |
|                                                                    |          |          |                                 |
|                                                                    |          |          |                                 |