

**PARTIAL TERMINATION OF SEWER SERVICE AGREEMENT**

THIS PARTIAL TERMINATION OF SEWER SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 5<sup>TH</sup> day of May, 2011 by and between **DOUBLE OAK WATER RECLAMATION, LLC**, an Alabama limited liability company (the "Company"), and **FIRST COMMERCIAL BANK, A DIVISION OF SYNOVUS BANK** ("First Commercial").

**RECITALS:**

Chelsea Station, LLC, an Alabama limited liability company ("LLC"), and Company have heretofore entered into a Sewer Service Agreement dated as of June 1, 2006 (the "Original SSA") which was recorded as Instrument #20060816000399780 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").

The Original SSA provided that the Company would provide, subject to the terms of the Original SSA, sanitary sewer services to the real estate development commonly known as Chelsea Station situated in Shelby County, Alabama, which development is comprised of numerous single-family residential lots as more particularly reflected and shown on the subdivision plat recorded in Map Book 38, Page 109 in the Probate Office (the "Development").

In connection with the execution of the Original SSA for the Development, LLC paid the treatment reservation fees for twelve (12) lots in the Development, which lots (collectively the "12 Lots") are more particularly described as follows:

Lots 3, 4, 5, 5A, 5B, 6, 14, 26, 83, 84, 133 and 134, of Chelsea Station, as recorded in Map Book 38, Page 109 in the Office of the Judge of Probate of Shelby County, Alabama.

Pursuant to Mortgage Foreclosure Deed dated as November 4, 2009 and recorded as Instrument #20091116000426910 in the Probate Office, First Commercial acquired title to all lots in the Development which had not been previously sold by the LLC to third party purchasers, which lots as so acquired by First Commercial are more particularly described in the aforesaid mortgage foreclosure deed.

As a result of the foreclosure, the Company and First Commercial have agreed that the Original SSA shall be terminated as to all lots owned by First Commercial in the Development other than the 12 Lots.

The Company and First Commercial desire to set forth their understandings regarding the termination of the Original SSA.


NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Company and First Commercial do hereby agree that (a) except for the 12 Lots, the Original SSA is hereby

cancelled and terminated, shall be deemed null and void, is of no further force or effect and shall not be binding upon any portion of the Development other than the 12 Lots and (b) the Company and First Commercial acknowledge and agree that the Original SSA shall continue to be binding upon the 12 Lots.

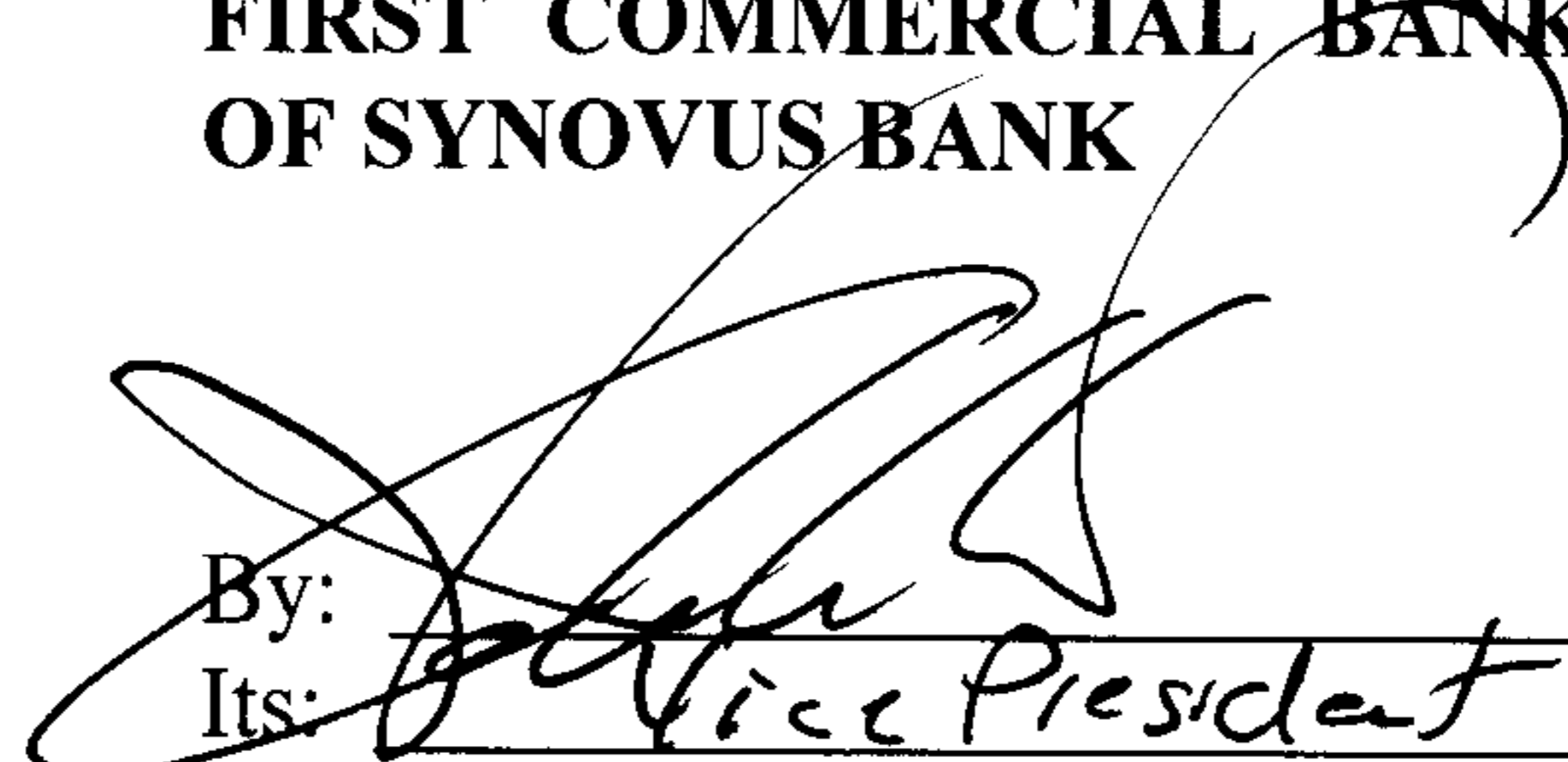
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

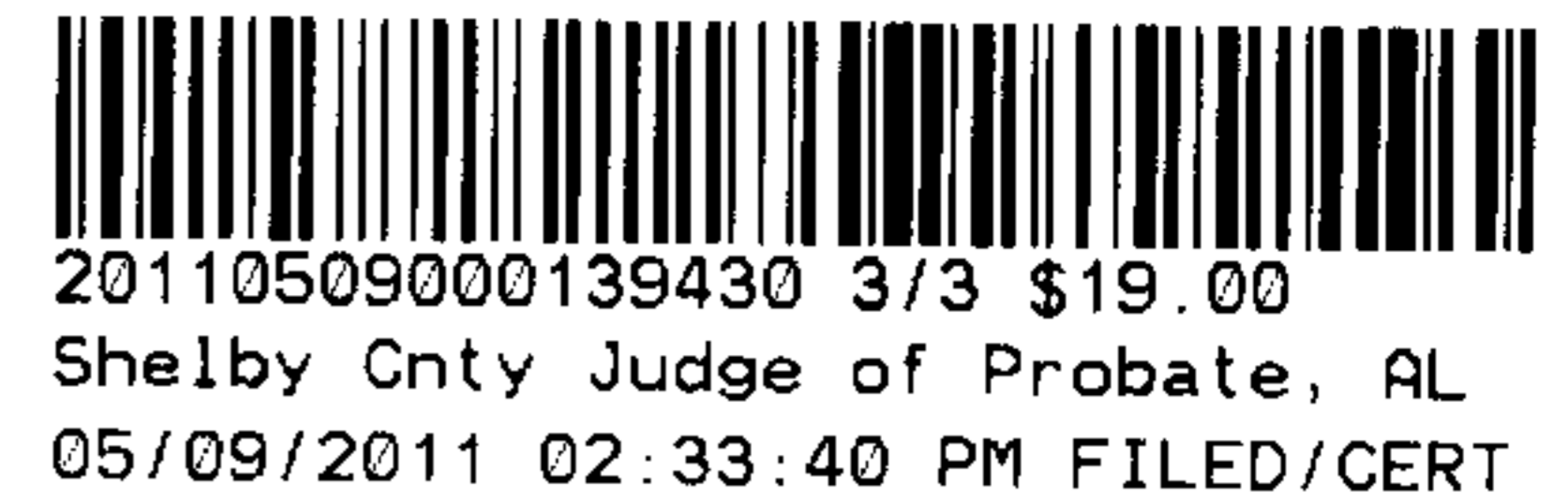
By: South Edge, Inc., Its Manager

By:   
William L. Thornton, III  
Its Vice - President

**FIRST COMMERCIAL BANK, A DIVISION  
OF SYNOVUS BANK**

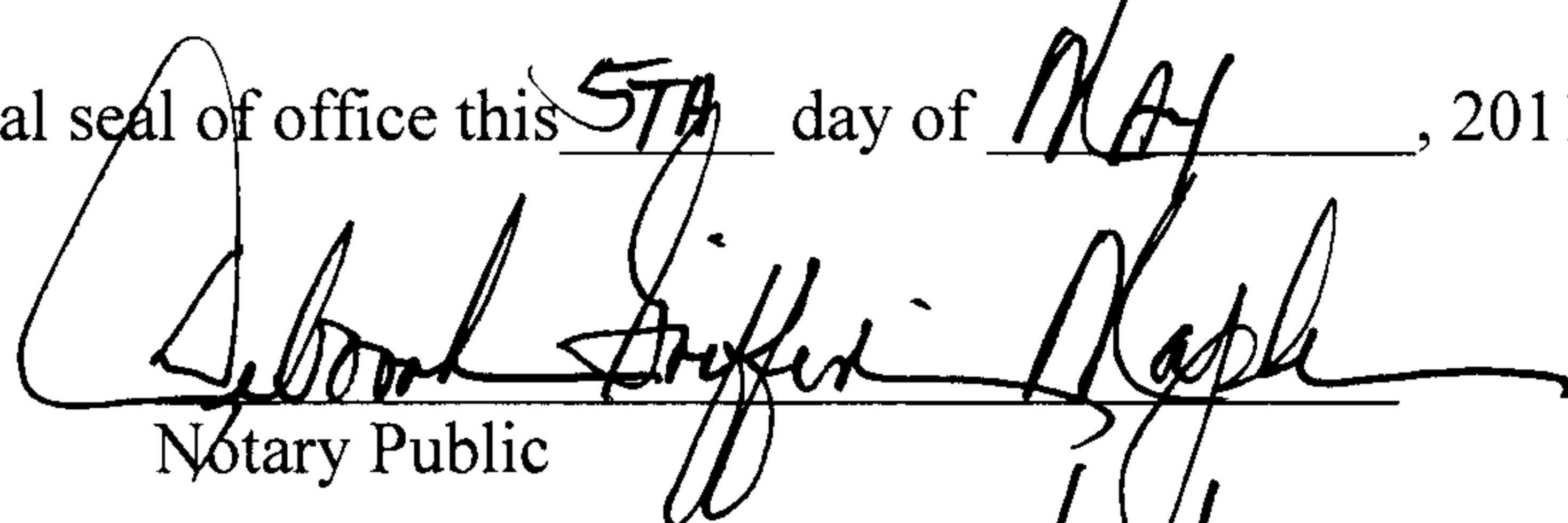
By:   
Its: Vice President

STATE OF ALABAMA                     )  
  :  
COUNTY OF JEFFERSON                )



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Vice-President of South Edge, Inc., an Alabama corporation, as Manager of DOUBLE OAK WATER RECLAMATION, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Manager as aforesaid on the day the same bears date.

Given under my hand and official seal of office this 5th day of MAY, 2011.

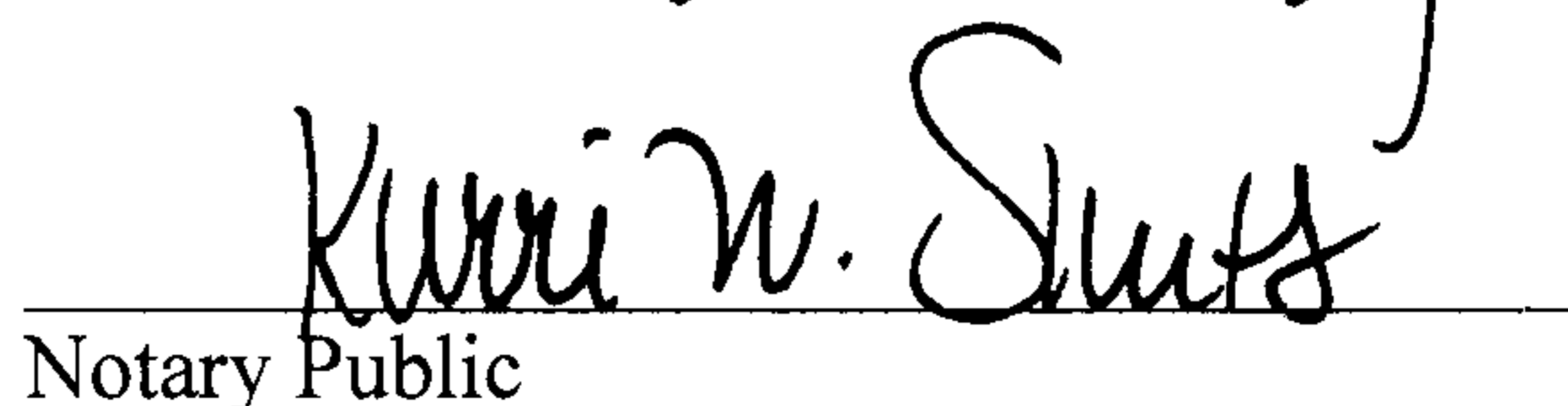
  
Notary Public

My Commission Expires: 10/16/2012

STATE OF ALABAMA                     )  
  :  
COUNTY OF JEFFERSON                )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James M. Carter, whose name as V.P. of **FIRST COMMERCIAL BANK**, a division of Synovus Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office this 5 day of May, 2011.

  
Notary Public

My commission expires: 1.29.13