

**IN THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

IN RE:)	
)	
PETITION OF TENNESSEE)	
WASTEWATER SYSTEMS, INC.,)	DOCKET NO. 15-00071
FOR APPROVAL OF LOANS)	
)	

**TENNESSEE WASTEWATER SYSTEMS, INC.'S RESPONSE TO THE REQUEST OF
THE CONSUMER PROTECTION AND ADVOCATE DIVISION OF THE ATTORNEY
GENERAL'S OFFICE FOR INTERROGATORIES AND PRODUCTION OF
DOCUMENTS**

FIRST DISCOVERY REQUESTS

In your Data Response filed September 3, 2015, you state at Answer 8 that the newly purchased trucks (i.e., two 2014 Ford F250 pickup trucks and two 2015 Chevrolet Silverado 2500 pickup trucks) "are replacing older trucks." The following questions pertain to that replacement.

1. Please state the number of trucks in the TWSI fleet prior to purchasing the new trucks and the total number of trucks in the TWSI fleet following this purchase.

RESPONSE: There were no trucks in the TWSI fleet prior to the purchase of the new trucks. There are now a total of three (3) trucks in the TWSI fleet.

2. What is the year, make, and model of each replaced truck?

RESPONSE: No TWSI trucks were replaced.

3. Did TWSI attempt to negotiate the price of the newly purchased trucks downwards from the dealers' sticker prices? If yes, please state the savings that resulted from these negotiations.

RESPONSE: Yes. See Exhibit 3.

4. What was the expected life of the replaced trucks and what is the expected life of the newly purchased trucks?

RESPONSE: Not applicable to replaced trucks. The expected life for the newly purchased trucks is five (5) years.

5. Please state what has happened to the replaced trucks, including the estimated resale values (with a supporting source) of each replaced truck and the resale value obtained for each truck, if any. If TWSI did receive any benefit, monetary or otherwise, for the trade or resale of the replaced trucks, please describe that benefit and how it was recorded on TWSI's books.

RESPONSE: Not applicable. TWSI did not own the trucks and has received or will receive no benefit from the disposition of the trucks.

6. Will the newly purchased trucks be used, are they currently being used, or have they been used to serve any of TWSI's affiliate companies? If yes, please explain the nature and extent of such use. For example, please state the estimated percentage of use that is attributable to regulated activities of TWSI.

RESPONSE: No. These trucks are for the exclusive use of TWSI.

7. What is TWSI's policy about personal use of its trucks by employees? If any TWSI employees or affiliated employees use the trucks for personal use, please explain the nature and extent of such use. For example, this may include an employee commuting to and from work in a TWSI truck.

RESPONSE: The employees are strategically assigned service areas based on where they live. To reduce travel time and carbon footprint they work from their home and use the trucks to make site inspections as necessary.

Per company policy, use of the trucks is for business purposes unless the employee is authorized to use the vehicle for personal use. Personal use, when authorized, is minimal because there is no commute to the office for the employee so the employee is using their personal vehicle for their own purposes and not company trucks.

8. Please provide the payment schedule for the loans secured by the newly purchased trucks.

RESPONSE: See Exhibit 8.

9. Do any entities or individuals serve as guarantors or sureties for loan from Wilson Bank and Trust for \$75,796.47 (i.e., the loan for the two 2014 Ford F250 pickup trucks)? If yes, please identify these entities and/or individuals and provide the respective guaranty and/or surety agreements.

RESPONSE: There are no entities or individuals serving as guarantors or sureties for the loan from Wilson Bank and Trust.

10. Please provide the respective guaranty agreements for the loan from First Bank for \$37,556.48, which is the loan for one 2015 Chevrolet Silverado referenced in your *Amended Petition*.

RESPONSE: Charles, Robert, and William Pickney are the guarantors. See Exhibit 10.

In your Data Response filed September 3, 2015, you state at Answer 8 that purchased excavators “are new equipment.” The following questions pertain to this new equipment.

11. If TWSI did not have excavators prior to this purchase, please explain how excavation work was conducted in the past and why it is now necessary for TWSI to own excavators. If TWSI did have excavators prior to this purchase, please state the size of the fleet prior to the purchase of the new equipment and explain why it is necessary for TWSI to expand its fleet at the current time.

RESPONSE: TWSI previously used the affiliated companies’ excavators to do the work. The excavators are now necessary as TWSI is moving away from its reliance on the affiliated companies and in order to do that must begin acquiring its own assets.

12. Will the excavators be used, are they currently being used, or have they been used to serve any of TWSI's affiliate companies? If yes, please explain the nature and extent of such use. For example, please state the estimated percentage of use that is attributable to regulated activities of TWSI.

RESPONSE: The excavators have not, are not, and will not be used to serve any of the affiliated companies.

13. Please provide the payment schedules for the purchased excavators.

RESPONSE: See Exhibit 13.

The following questions pertain to TWSI's purchase of land at the Dyers Hollow facility.

14. The promissory note for the land at the Dyers Hollow facility references an "attached Warranty Deed" to identify the parcel of land that is the security for this loan. *See Petition*, Exhibit D, ¶ 6. Please provide that warranty deed. If there is a deed of trust associated with this land transaction, please provide that deed of trust.

RESPONSE: See Exhibit 14.

15. Not including the promissory note at *Petition*, Exhibit D, do TWSI, any of your employees, or any of your affiliates have a relationship with the Lenders James A. Lyon and Lisa Polarek? If yes, please explain.

RESPONSE: No.

16. In your Data Response filed September 3, 2015, you state at Answer 7 that “a contract was executed between TWSI and the landowners to give TWSI an option to purchase the adjoining property with right of first refusal.” Please provide this contract.

RESPONSE: See Exhibit 16.

17. Does TWSI currently have plans to expand its drip field on the land at the Dyers Hollow facility? If yes, when will TWSI begin to expand its drip field and approximately how long will this expansion take?

RESPONSE: Yes. The drip is already installed.

18. Since TWSI purchased the land for the Dyers Hollow facility, has TWSI or another entity or individual used that land for any purpose, and do you anticipate that TWSI or another entity or individual will use that land for any purpose prior to the expansion of the drip field? If yes, please explain the nature and extent of such use.

RESPONSE: No. The drip is already installed.

19. How much will the total capacity at the Dyers Hollow facility increase once the new drip field is completed? How much of this capacity will TWSI customers use, and how much of this capacity will be used to fulfill Adenus Capacity’s

contractual obligations to Walmart Express under the Commercial Sewer Service Agreement?

RESPONSE: The drip field has been completed and total capacity is 0.0597 MGD.

20. How much money has Walmart Express paid to date under the Commercial Sewer Service Agreement? Please state the entity to which these payments were made and state whether this income was reported to the Tennessee Regulatory Authority.

RESPONSE: See Exhibit 20. The income was reported to the TRA.

21. Aside from the Commercial Sewer Service Agreement, are there any other agreements between TWSI and any entity or individual that pertain to this land? If yes, please provide such agreements.

RESPONSE: No.

22. Who negotiated the purchase of the land on behalf of TWSI?

RESPONSE: Bob Pickney.

23. Have any individuals and/or entities affiliated with TWSI ever owned the purchased land? If yes, please identify the individuals and/or entities, state the dates of their respective ownerships, and explain the way in which the property was ultimately transferred to TWSI.

RESPONSE: No.

The following are other general questions about TWSI's *Petition*.

24. For each loan, please provide the corresponding loan applications and financial statements provided to the lenders prior to executing the loan agreements. If there is not a directly corresponding loan application or financial statement for one of these loans, please provide the loan applications and financial statements filed most recently with the lenders prior to receiving these loans.

RESPONSE: There are no loan applications available. The financial statements are the same as filed annually with the TRA and previously filed in Docket 14-00136.

25. In your Data Response filed September 3, 2015, you state at Answer 2 that TWSI will seek to recover these loan expenses from customers in a forthcoming rate case or other proceeding. If a rate case, do you plan to include the newly purchased trucks, excavators, and land at the Dyers Hollow facility in your rate base? Please explain.

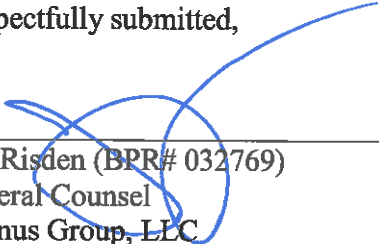
RESPONSE: Yes. Interest and depreciation are recoverable operational costs.

26. Are any of TWSI's affiliate companies and/or any individuals currently making payments on the loans at issue on behalf of TWSI? If yes, please identify each

affiliate company and/or individual that is making a payment on these loans and the respective, cumulative amounts of such payments.

RESPONSE: No.

Respectfully submitted,



Jeff Riden (BPR# 032769)
General Counsel
Adenus Group, LLC
849 Aviation Parkway
Smyrna, Tennessee 37179
(615) 220-7171

Dated: November 13, 2015.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Erin Merrick, Esq.
Assistant Attorney General
Office of the Attorney General
Consumer Advocate and Protection Division
P.O. Box 20207
Nashville, TN 37202
(615) 741-8722

This the 13th day of November, 2015.



Jeff Riden

③

Purchase Agreement

#1

Greg McDonald
Shelbyville Ford Chevy Buick
GMC
2008 N. Main Street
Shelbyville, TN 37160

TN Waste Water Systems, Inc. Charles Hyatt 851 Aviation Pkwy Smyrna, TN 37167 D: (615) 220-7182, C: (615) 408-5488 charles.hyatt@adenus.com	0 VIN: Stock #: Mileage: Color:
--	---

	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

	2,000.00	3,000.00	4,000.00
36	\$1,186 to \$1,176	\$1,134 to \$1,144	\$1,102 to \$1,112
48	\$916 to \$926	\$891 to \$901	\$866 to \$876
60	\$767 to \$777	\$746 to \$756	\$725 to \$735

Retail Price:	\$40,025.00
Sales Price:	\$38,644.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$41.50
Proc/Doc Fees:	\$499.00
Total Taxes:	\$2,989.44
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$4,000.00
Cash Down:	\$0.00

X Charles Hyatt
Customer Signature

7-30-14
Date

X _____
Manager Signature

Date

Disclaimer:

All Payments are based on Approved Credit. Not Binding until Accepted by Officer of the Company.

Window Sticker - 2014 F-SERIES SD

Page 1 of 1

#1

Print window sticker



Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

Vehicle Description

F-SERIES SD 2014 F250 4X4 CREW CAB PICKUP
6.2L EFI V-8 ENGINE
8 SPEED AUTOMATIC TRANS

VIN 1FT7W2B62EE B60272

Exterior
OXFORD WHITE
Interior
STEELCLOTH 40/20/40 SEAT

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- GRILLE - BLACK
- LOCKING REMOVABLE TAILGATE
- W/ LIFT ASSIST
- PICKUP BOX, TIE DOWN HOOKS
- SPARE TIRE & WHEEL LOCK
- TOW HOOKS

INTERIOR

- 60/40 FOLD-UP REAR BENCH SEAT
- AIR COND, MANUAL FRONT
- AM/FM STEREO W/ CLOCK
- BLACK VINYL FLOOR COVERING
- DAY/NIGHT REARVIEW MIRROR
- TILT/TELESCOPE STR COLUMN
- VINYL SUN VISORS

FUNCTIONAL

- FIXED INTERVAL WIPERS
- HILL START ASSIST
- MANUAL LOCKING HUBB
- MANUAL TELESOPING TT MIRRORS, MANUAL GLASS
- MANUAL WINDOWS / LOCKS
- MONO BEAM COIL SPRING FRT SUSPENSION W/ STAB BAR
- TRAILER SWAY CONTROL
- TRAILER TOW PKG

SAFETY/SECURITY

- 4-WHEEL ABS
- AIRBAGS - SAFETY CANOPY
- DRIVER/PASSENGER AIR BAGS
- KEYLESS
- REAR HIGH MOUNT STOP LAMP
- SECURILOCK PASS ANTI THEFT
- SCS POST CRASH ALERT SYS
- WARRANTY
- 5YR/50,000 BUMPER / BUMPER
- 5YR/50,000 POWERTRAIN
- 5YR/50,000 ROADSIDE ASSIST

Price Information

Optional Equipment

- 2014 MODEL YEAR
- OXFORD WHITE
- STEEL CLOTH
- PREFERRED EQUIPMENT PKG. \$800A
- XL TRIM
- TRAILER TOWING PACKAGE
- AIR CONDITIONING - CFC FREE
- 6.2L EFI V-8 ENGINE
- 8 SPEED AUTOMATIC TRANS
- LT295/70R17E OVL ALL TERRAIN
- 3.73 ELECTRONIC LOCKING AXLE

JOB #1 ORDER

- FX4 OFF-ROAD PACKAGE
- SKID PLATES
- 10000# GVWR PACKAGE
- SPARE TIRE AND WHEEL
- 12.5K TRAILER HITCH
- JACK
- CLOTH 40/20/40 SEAT
- AUX AUDIO INPUT JACK
- XL APPEARANCE PACKAGE
- CRUISE CONTROL
- AM/FM STEREO CD/CLK

465
390

BASE PRICE

\$36,430

295 TOTAL VEHICLE & OPTIONS 39,830
DESTINATION & DELIVERY 1,185

TOTAL MSRP \$40,025

315 Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".

945



Estimated Annual
Fuel Cost: \$

CITY MPG

HIGHWAY MPG

Vehicle Engine Information

NOT APPLICABLE TO THIS UNIT

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for price and additional details or see our website at www.Ford-ESP.com.

Am R. Pro
7-30-14

PURCHASE AGREEMENT

Greg McDonald
Shelbyville Ford Chevy Buick
GMC
2008 N. Main Street
Shelbyville, TN 37160

TN Waste Water Systems, Inc.
Charles Hyatt
851 Aviation Pkwy
Smyrna, TN 37167
D: (615) 220-7162, C: (615) 406-5468
charles.hyatt@adenus.com

0
VIN:
Stock #:
Mileage:
Color:

Retail Price:	\$39,545.00
Sales Price:	\$37,926.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$41.50
Proc/Doc Fees:	\$499.00
Total Taxes:	\$2,837.03
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$4,000.00
Cash Down:	\$0.00

x Charles Hyatt
Customer Signature

7-30-14
Date

x _____
Manager Signature

Date

Disclaimer:

All Payments are based on Approved Credit. Not Binding until Accepted by Officer of the Company.

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Window Sticker - 2014 F-SERIES SD

Page 1 of 1



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Vehicle Description

F-SERIES SD

2014 F250 4X4 CREW CAB PICKUP
6.2L EFI V-8 ENGINE
6 SPEED AUTOMATIC TRANS

VIN 1FT7W2B64EE B45241

Exterior
 OXFORD WHITE
Interior
 STEEL VINYL 40/20/40 SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE**EXTERIOR**

- . GRILLE - BLACK
- . LOCKING REMOVABLE TAILGATE
- . W/UP ASSIST
- . PICKUP BOX, TIE DOWN HOOKS
- . SPARE TIRE & WHEEL LOCK
- . TOW HOOKS

INTERIOR

- . 80/40 FOLD-UP REAR BENCH SEAT
- . AIR COND, MANUAL FRONT
- . AM/FM STEREO W/LOCK
- . BLACK VINYL FLOOR COVERING
- . DAY/NIGHT REARVIEW MIRROR
- . TILT/TELESCOPE STR COLUMN
- . VINYL SUN VISORS

FUNCTIONAL

- . FIXED INTERVAL WIPERS
- . HILL START ASSIST
- . MANUAL LOCKING HUBS
- . MANUAL TELESCOPING TT
- . MIRRORS, MANUAL GLASS
- . MANUAL WINDOWS / LOCKS
- . MONO BEAM COIL SPRING FRT
- . SUSPENSION W/STAB BAR
- . TRAILER SWAY CONTROL
- . TRAILER TOW PKG

SAFETY/SECURITY

- . 4-WHEEL ABS
- . AIRBAGS - SAFETY CANOPY
- . DRIVER/PASSENGER AIR BAGS
- . MYKEY
- . REAR HIGH MOUNT STOP LAMP
- . SECURILOCK PASS ANTI THEFT
- . 90S POST CRASH ALERT SYS
- WARRANTY**
- . 3YR/55,000 BUMPER / BUMPER
- . 5YR/60,000 POWERTRAIN
- . 6YR/60,000 ROADSIDE ASSIST

Price Information

Optional Equipment

- 2014 MODEL YEAR
- OXFORD WHITE
- STEEL VINYL
- PREFERRED EQUIPMENT PKG.800A
- .XL TRIM
- .TRAILER TOWING PACKAGE
- .AIR CONDITIONING - CFC FREE
- .6.2L EFI V-8 ENGINE
- .6 SPEED AUTOMATIC TRANS
- LT245/75R17E BSW ALL-TERRAIN
- 3.73 ELECTRONIC LOCKING AXLE
- JOB #1 ORDER
- .XL DECOR PACKAGE

- MOLDED BLACK CAB STEPS
- 1000M GVWR PACKAGE
- ELECTRONIC SHIFT ON THE FLY
- ENGINE BLOCK HEATER
- CALIFORNIA EMISSIONS SYSTEM
- SPARE TIRE AND WHEEL
- 12.5K TRAILER HITCH
- ROOF CLEARANCE LIGHTS
- JACK
- UPFITTER SWITCHES
- AUX AUDIO INPUT JACK
- .XL VALUE PACKAGE
- .CRUISE CONTROL
- .AM/FM STEREO CD/CLK

370

185

70

55

125

595

BASE PRICE**\$36,430**

TOTAL VEHICLE & OPTIONS
DESTINATION & DELIVERY

38,350

1,195

TOTAL MSRP**\$39,645**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual
 Fuel Cost: \$

CITY MPG

HIGHWAY MPG

Vehicle Engine Information**NOT APPLICABLE TO THIS UNIT**

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between _ and _ mpg in the city and between _ and _ mpg on the highway. For Comparison Shopping all vehicles classified as _ have been issued mileage ratings from _ to _ mpg city and _ to _ mpg highway.



Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at www.Ford-ESP.com.

Ken
 7-30-14

Ken
 Dill
 ke bannon

Ordered Price

Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Crew Cab 153.7"

WINDOW STICKER

2016 Chevrolet Silverado 2500HD 4WD Crew Cab 153.7" Work Truck Interior: - No color has been selected.
6.0L/364 CID Gas/Ethanol V8 Exterior 1: - No color has been selected.
* 6-Speed Automatic Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK25743	2016 Chevrolet Silverado 2500HD 4WD Crew Cab 153.7" Work Truck	\$39,695.00

OPTIONS

Z85	SUSPENSION PACKAGE, STANDARD	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI, E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QXT	TIRES, LT265/70R17E ALL-TERRAIN, BLACKWALL	\$200.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2R	DARK ASH WITH JET BLACK INTERIOR ACCENTS, CLOTH SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET MYLINK RADIO 7" DIAGONAL COLOR TOUCH S	\$200.00
PCR	WT FLEET CONVENIENCE PACKAGE	\$360.00
JL1	TRAILER BRAKE CONTROLLER, INTEGRATED	\$275.00
Z82	TRAILERING EQUIPMENT	\$280.00
DL8	MIRRORS, OUTSIDE HEATED POWER-ADJUSTABLE	INC
A91	REMOTE LOCKING TAILGATE	INC
—	BLUETOOTH FOR PHONE, PERSONAL CELL PHONE CONNECTIVITY TO VEHI	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 406.0, Data updated 9/29/2015
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Customer File:

October 08, 2015 10:53:13 AM

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Prepared By:
administrator

2016 Fleet/Non-Retail Chevrolet Silverado 2500HD 4WD Crew Cab 153.7"

WINDOW STICKER

AQQ	REMOTE KEYLESS ENTRY	INC
VQ3	FLEET PROCESSING OPTION	\$0.00
	SUBTOTAL	\$41,010.00
	Advert/Adjustments	\$0.00
	Destination Charge	\$1,195.00
	TOTAL PRICE	\$42,205.00

Est City: mpg

Est Highway: mpg

Est Highway Cruising Range: mi

List Price \$42,205.00
Before Tax \$34,024.66
With Tax & Tag \$36,762.06

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 406.0, Data updated 9/29/2015
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Customer File:

October 08, 2015 10:53:13 AM

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PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$75,796.47	08-04-2014	08-04-2018	70000080924	4 / 163	TAA1284	039	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.							

Borrower: TENNESSEE WASTEWATER SYSTEMS INC
881 AVIATION PKWY
SMYRNA, TN 37167-0000

Lender: WILSON BANK & TRUST
Main Office
623 West Main St
P.O. Box 768
Lebanon, TN 37088

Principal Amount: \$75,796.47

Date of Note: August 4, 2014

PROMISE TO PAY. TENNESSEE WASTEWATER SYSTEMS INC ("Borrower") promises to pay to WILSON BANK & TRUST ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy-five Thousand Seven Hundred Ninety-six & 47/100 Dollars (\$75,796.47), together with interest on the unpaid principal balance from August 4, 2014, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 4.950%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 47 payments of \$1,746.36 each payment and an irregular last payment estimated at \$1,746.26. Borrower's first payment is due September 4, 2014, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 4, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wilson Bank & Trust, Attn: Loan Servicing, P.O. Box 768 Lebanon, TN 37088.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 18.000%. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Tennessee.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Wilson County, State of Tennessee.



GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is October 14, 2015. The parties and their addresses are:

LENDER:

FIRSTBANK
615 Memorial Boulevard
Murfreesboro, TN 37129
Telephone: (615) 890-1111

BORROWER:

TENNESSEE WASTE WATER SYSTEMS, INC.
a Tennessee Corporation
849 Aviation Parkway
Smyrna, TN 37167-0000

GUARANTOR:

WILLIAM E PICKNEY
7640 River Road
Nashville, TN 37209-0000

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.
- D. Loan.** "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- E. Loan Documents.** "Loan Documents" refer to all the documents executed as a part of or in connection with the Loan.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 6226338, dated October 14, 2015, from Tennessee Waste Water Systems, Inc. (Borrower) to you, in the amount of \$37,556.48.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent

jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Attachment. You may attach or garnish my wages or earnings.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to an Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of Tennessee, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Tennessee, unless otherwise required by law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor

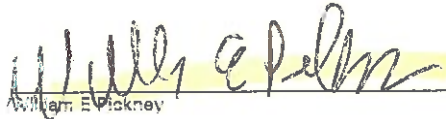
will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. WAIVER OF JURY TRIAL. All of the parties to this Guaranty knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Guaranty or any other documents relating to the Debt or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

22. SIGNATURES. By signing, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

 Date Nov 2 2015
William E. Pickney



GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is October 14, 2015. The parties and their addresses are:

LENDER:

FIRSTBANK
615 Memorial Boulevard
Murfreesboro, TN 37129
Telephone: (615) 890-1111

BORROWER:

TENNESSEE WASTE WATER SYSTEMS, INC.
a Tennessee Corporation
849 Aviation Parkway
Smyrna, TN 37167-0000

GUARANTOR:

ROBERT PICKNEY
307 Patton Drive
Mt Juliet, TN 37122-0000

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.
- D. Loan.** "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- E. Loan Documents.** "Loan Documents" refer to all the documents executed as a part of or in connection with the Loan.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 6226338, dated October 14, 2015, from Tennessee Waste Water Systems, Inc. (Borrower) to you, in the amount of \$37,556.48.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent

jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Attachment. You may attach or garnish my wages or earnings.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

13. WARRANTIES AND REPRESENTATIONS. I have the right and authority to enter into this Guaranty. The execution and delivery of this Guaranty will not violate any agreement governing me or to which I am a party.

In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of Tennessee, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Tennessee, unless otherwise required by law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

19. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Guarantor

will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. WAIVER OF JURY TRIAL. All of the parties to this Guaranty knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Guaranty or any other documents relating to the Debt or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

22. SIGNATURES. By signing, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:


Robert Pickney Date 12-21-15



GUARANTY

(Continuing Debt - Unlimited)

DATE AND PARTIES. The date of this Guaranty is October 14, 2015. The parties and their addresses are:

LENDER:

FIRSTBANK
615 Memorial Boulevard
Murfreesboro, TN 37129
Telephone: (615) 890-1111

BORROWER:

TENNESSEE WASTE WATER SYSTEMS, INC.
a Tennessee Corporation
849 Aviation Parkway
Smyrna, TN 37167-0000

GUARANTOR:

CHARLES L. PICKNEY JR.
4814 Timberdale Drive
Nashville, TN 37211-0000

1. DEFINITIONS. As used in this Guaranty, the terms have the following meanings:

- A. Pronouns.** The pronouns "I", "me" and "my" refer to all persons or entities signing this Guaranty, individually and together. "You" and "your" refer to the Lender.
- B. Note.** "Note" refers to the document that evidences the Borrower's indebtedness, and any extensions, renewals, modifications and substitutions of the Note.
- C. Property.** "Property" means any property, real, personal or intangible, that secures performance of the obligations of the Note, Debt, or this Guaranty.
- D. Loan.** "The Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- E. Loan Documents.** "Loan Documents" refer to all the documents executed as a part of or in connection with the Loan.

2. SPECIFIC AND FUTURE DEBT GUARANTY. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce you, at your option, to make loans or engage in any other transactions with the Borrower from time to time, I absolutely and unconditionally agree to all terms of and guaranty to you the payment and performance of each and every Debt, of every type, purpose and description that the Borrower either individually, among all or a portion of themselves, or with others, may now or at any time in the future owe you, including, but not limited to the following described Debt(s) including without limitation, all principal, accrued interest, attorneys' fees and collection costs, when allowed by law, that may become due from the Borrower to you in collecting and enforcing the Debt and all other agreements with respect to the Borrower.

A promissory note or other agreement, No. 6226338, dated October 14, 2015, from Tennessee Waste Water Systems, Inc. (Borrower) to you, in the amount of \$37,556.48.

In addition, Debt refers to debts, liabilities, and obligations of the Borrower (including, but not limited to, amounts agreed to be paid under the terms of any notes or agreements securing the payment of any debt, loan, liability or obligation, overdrafts, letters of credit, guaranties, advances for taxes, insurance, repairs and storage, and all extensions, renewals, refinancings and modifications of these debts) whether now existing or created or incurred in the future, due or to become due, or absolute or contingent, including obligations and duties arising from the terms of all documents prepared or submitted for the transaction such as applications, security agreements, disclosures, and the Note.

You may, without notice, apply this Guaranty to such Debt of the Borrower as you may select from time to time.

3. EXTENSIONS. I consent to all renewals, extensions, modifications and substitutions of the Debt which may be made by you upon such terms and conditions as you may see fit from time to time without further notice to me and without limitation as to the number of renewals, extensions, modifications or substitutions.

4. UNCONDITIONAL LIABILITY. I am unconditionally liable under this Guaranty, regardless of whether or not you pursue any of your remedies against the Borrower, against any other maker, surety, guarantor or endorser of the Debt or against any Property. You may sue me alone, or anyone else who is obligated on this Guaranty, or any number of us together, to collect the Debt. My liability is not conditioned on the signing of this Guaranty by any other person and further is not subject to any condition not expressly set forth in this Guaranty or any instrument executed in connection with the Debt. My obligation to pay according to the terms of this Guaranty shall not be affected by the illegality, invalidity or unenforceability of any notes or agreements evidencing the Debt, the violation of any applicable usury laws, forgery, or any other circumstances which make the indebtedness unenforceable against the Borrower. I will remain obligated to pay on this Guaranty even if any other person who is obligated to pay the Debt, including the Borrower, has such obligation discharged in bankruptcy, foreclosure, or otherwise discharged by law.

5. BANKRUPTCY. If a bankruptcy petition should at any time be filed by or against the Borrower, the maturity of the Debt, so far as my liability is concerned, shall be accelerated and the Debt shall be immediately payable by me. I acknowledge and agree that this Guaranty, and the Debt secured hereby, will remain in full force and effect at all times, notwithstanding any action or undertakings by, or against, you or against any Property, in connection with any obligation in any proceeding in the United States Bankruptcy Courts. Such action or undertaking includes, without limitation, valuation of Property, election of remedies or imposition of secured or unsecured claim status upon claims by you, pursuant to the United States Bankruptcy Code, as amended. In the event that any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent

jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then my obligation will remain as an obligation to you and will not be considered as having been extinguished.

6. REVOCATION. I agree that this is an absolute and unconditional Guaranty. I agree that this Guaranty will remain binding on me, whether or not there are any Debts outstanding, until you have actually received written notice of my revocation or written notice of my death or incompetence. Notice of revocation or notice of my death or incompetence will not affect my obligations under this Guaranty with respect to any Debts incurred by or for which you have made a commitment to Borrower before you actually receive such notice, and all renewals, extensions, refinancings, and modifications of such Debts. I agree that if any other person signing this Guaranty provides a notice of revocation to you, I will still be obligated under this Guaranty until I provide such a notice of revocation to you. If any other person signing this Guaranty dies or is declared incompetent, such fact will not affect my obligations under this Guaranty.

7. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan is void and ineffective as to the Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

8. PROPERTY. I agree that any Property may be assigned, exchanged, released in whole or in part or substituted without notice to me and without defeating, discharging or diminishing my liability. My obligation is absolute and your failure to perfect any security interest or any act or omission by you which impairs the Property will not relieve me or my liability under this Guaranty. You are under no duty to preserve or protect any Property until you are in actual or constructive possession. For purposes of this paragraph, you will only be in "actual" possession when you have physical, immediate and exclusive control over the Property and have accepted such control in writing. Further, you will only be deemed to be in "constructive" possession when you have both the power and intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. I fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Borrower, or any co-signer, endorser, surety or guarantor of this Guaranty or any Debt.

C. Death or Incompetency. I die or am declared legally incompetent.

D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Guaranty.

E. Other Documents. A default occurs under the terms of any other document relating to the Debt.

F. Other Agreements. I am in default on any other debt or agreement I have with you.

G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. I fail to satisfy or appeal any judgment against me.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. I change my name or assume an additional name without notifying you before making such a change.

K. Property Transfer. I transfer all or a substantial part of my money or property.

L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.

M. Insecurity. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Guaranty or that the prospect for payment or performance of the Debt is impaired for any reason.

10. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers. In addition, to the extent permitted by law, I consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to the Debt or this Guaranty.

(1) You may renew or extend payments on the Debt, regardless of the number of such renewals or extensions.

(2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

(3) You may release, substitute or impair any Property.

(4) You, or any institution participating in the Debt, may invoke your right of set-off.

(5) You may enter into any sales, repurchases or participations of the Debt to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that the Borrower is authorized to modify the terms of the Debt or any instrument securing, guarantying or relating to the Debt.

(7) You may undertake a valuation of any Property in connection with any proceedings under the United States Bankruptcy Code concerning the Borrower or me, regardless of any such valuation, or actual amounts received by you arising from the sale of such Property.

(8) I agree to consent to any waiver granted the Borrower, and agree that any delay or lack of diligence in the enforcement of the Debt, or any failure to file a claim or otherwise protect any of the Debt, in no way affects or impairs my liability.

(9) I agree to waive reliance on any anti-deficiency statutes, through subrogation or otherwise, and such statutes in no way affect or impair my liability. In addition, until the obligations of the Borrower to Lender have been paid in full, I waive any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any other right I may have to enforce any remedy which you now have or in the future may have against the Borrower or another guarantor or as to any Property.

Any Guarantor who is an "insider," as contemplated by the United States Bankruptcy Code, 11 U.S.C. 101, as amended, makes these waivers permanently. (An insider includes, among others, a director, officer, partner, or other person in control of the Borrower, a person or an entity that is a co-partner with the Borrower, an entity in which the Borrower is a general partner, director, officer or other person in control or a close relative of any of these other persons.) Any Guarantor who is not an insider makes these waivers until all Debt is fully repaid.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in the Debt instruments, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

11. REMEDIES. After the Borrower or I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Guaranty immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any documents relating to the Debt.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on default.

D. Payments Made on the Borrower's Behalf. Amounts advanced on the Borrower's behalf will be immediately due and may be added to the balance owing under the Debt.

E. Attachment. You may attach or garnish my wages or earnings.

F. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Guaranty against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Guaranty" means the total amount to which you are entitled to demand payment under the terms of this Guaranty at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay the Debt, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

G. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Guaranty or any other document relating to the Debt. To the extent permitted by law, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

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In addition, I represent and warrant that this Guaranty was entered into at the request of the Borrower, and that I am satisfied regarding the Borrower's financial condition and existing indebtedness, authority to borrow and the use and intended use of all Debt proceeds. I further represent and warrant that I have not relied on any representations or omissions from you or any information provided by you respecting the Borrower, the Borrower's financial condition and existing indebtedness, the Borrower's authority to borrow or the Borrower's use and intended use of all Debt proceeds.

14. RELIANCE. I acknowledge that you are relying on this Guaranty in extending credit to the Borrower, and I have signed this Guaranty to induce you to extend such credit. I represent and warrant to you that I have a direct and substantial economic interest in the Borrower and expect to derive substantial benefits from any loans and financial accommodations resulting in the creation of indebtedness guaranteed hereby. I agree to rely exclusively on the right to revoke this Guaranty prospectively as to future transactions in the manner as previously described in this Guaranty if at any time, in my opinion, the benefits then being received by me in connection with this Guaranty are not sufficient to warrant the continuance of this Guaranty. You may rely conclusively on a continuing warranty that I continue to be benefited by this Guaranty and you will have no duty to inquire into or confirm the receipt of any such benefits, and this Guaranty will be effective and enforceable by you without regard to the receipt, nature or value of any such benefits.

15. APPLICABLE LAW. This Guaranty is governed by the laws of Tennessee, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Tennessee, unless otherwise required by law.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Guaranty may not be amended or modified by oral agreement. No amendment or modification of this Guaranty is effective unless made in writing and executed by you and me. This Guaranty and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Guaranty is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. ASSIGNMENT. If you assign any of the Debts, you may assign all or any part of this Guaranty without notice to me or my consent, and this Guaranty will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Guaranty as to any of the Debts that are not assigned. This Guaranty shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Guaranty.

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will be deemed to be notice to all Guarantors. I will inform you in writing of any change in my name, address or other application information. I will provide you any correct and complete financial statements or other information you request. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Guaranty and to confirm your lien status on any Property. Time is of the essence.

20. CREDIT INFORMATION. I agree that from time to time you may obtain credit information about me from others, including other lenders and credit reporting agencies, and report to others (such as a credit reporting agency) your credit experience with me. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

21. WAIVER OF JURY TRIAL. All of the parties to this Guaranty knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Guaranty or any other documents relating to the Debt or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

22. SIGNATURES. By signing, I agree to the terms contained in this Guaranty. I also acknowledge receipt of a copy of this Guaranty.

GUARANTOR:

 Date 10-22-15
Charles L. Pickney Jr.

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
6224378	Tennessee Wastewater Systems, Inc.		07/09/15	FWH NMLS#1194942
NOTE AMOUNT	INDEX (w/margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$72,780.00	Not Applicable	4.750%	08/15/19	Commercial
Creditor Use Only				

PROMISSORY NOTE AND SECURITY AGREEMENT

(Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note and Security Agreement (Loan Agreement) is July 9, 2015. The parties and their addresses are:

LENDER:

FIRSTBANK
615 Memorial Boulevard
Memphis, TN 37129
Telephone: (615) 890-1111

BORROWER:

TENNESSEE WASTEWATER SYSTEMS, INC.
a Tennessee Corporation
849 Aviation Parkway
Smyrna, TN 37167-0000

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1. DEFINITIONS. As used in this Loan Agreement, the terms have the following meanings:

- A. Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorers, and sureties) who agrees to pay this Loan Agreement. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. Loan Agreement.** Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications and substitutions of this Loan Agreement.
- C. Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Loan Agreement.
- D. Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$72,780.00 (Principal) plus interest from July 9, 2015 on the unpaid Principal balance until this Loan Agreement matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of 4.750 percent (Interest Rate).

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Loan Agreement at 24.000 percent until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Loan Agreement will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Accrual.** Interest accrues using an Actual/360 days counting method.

4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Loan Agreement before the scheduled maturity date.

- Loan Origination.** A(n) Loan Origination fee of \$363.90 payable from separate funds on or before today's date.
- UCC Termination/Lien Release.** A(n) UCC Termination/Lien Release fee of \$15.00 payable from separate funds on or before today's date.
- UCC Recording.** A(n) UCC Recording fee of \$88.40 payable from separate funds on or before today's date.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Loan Agreement.

A. Late Charge. If a payment is more than 10 days late, I will be charged 5.000 percent of the Amount of Payment. I will pay this late charge promptly but only once for each late payment.

6. PURCHASE MONEY SECURITY INTEREST. This Loan creates a Purchase Money Security Interest to the extent you are making advances or giving value to me to acquire rights in or the use of collateral and I in fact use the value given for that purpose. Purchase Money Loan means any loan or advance used to acquire rights in or the use of any Property. The portion of the Property purchased with loan proceeds will remain subject to the Purchase Money Security Interest until the Secured Debts are paid in full. I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. Payments on any non-Purchase Money Loan also secured by this Loan will not be applied to the Purchase Money Loan. Payments on the Purchase Money Loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula. You may include the name of the seller on the check or draft for this Loan Agreement.

7. **PAYMENT.** I agree to pay this Loan Agreement on demand, but if no demand is made, I agree to pay this Loan Agreement in 47 payments. This Loan Agreement is amortized over 48 payments. I will make 46 payments of \$1,071.67 beginning on August 15, 2015, and on the 15th day of each month thereafter. A single "balloon payment" of the entire unpaid balance of Principal and Interest will be due June 15, 2018.

Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Loan Agreement will be applied first to default penalty interest, then to escrow, then to other charges, then to interest that is due, then to principal that is due, and finally to late charges that are due. If you and I agree to a different application of payments, we will describe our agreement on this Loan Agreement. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. **PREPAYMENT.** I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. **LOAN PURPOSE.** The purpose of this Loan is purchase two excavators for commercial use for Tennessee WasteWater Systems..

10. **SECURITY.** The Loan is secured by Property described in the SECURITY AGREEMENT section of this Loan Agreement.

11. **GUARANTY.** A Guaranty, dated July 8, 2015, from Charles L. Pickney Jr. (Guarantor) to you, guarantees the payment and performance of my debts as described in the Guaranty.

A Guaranty, dated July 8, 2015, from William E Pickney (Guarantor) to you, guarantees the payment and performance of my debts as described in the Guaranty.

A Guaranty, dated July 8, 2015, from Thomas R Pickney (Guarantor) to you, guarantees the payment and performance of my debts as described in the Guaranty.

A Guaranty, dated July 8, 2015, from Robert Pickney (Guarantor) to you, guarantees the payment and performance of my debts as described in the Guaranty.

12. **SECURITY AGREEMENT.**

A. **Secured Debts.** This Security Agreement will secure the following debts (Secured Debts), together with all extensions, renewals, refinancings, modifications and replacements of these debts:

(1) **Sums Advanced** under the terms of this Loan Agreement. All sums advanced and expenses incurred by you under the terms of this Loan Agreement.

(2) **All Debts.** All present and future debts of all Borrowers owing to you, even if this Security Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Agreement. Nothing in this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Security Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Security Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or conform to any limitations of Regulations Z and X that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

B. **Security Interest.** To secure the payment and performance of the Secured Debts, I grant you a security interest in all of the Property described in this Security Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Security Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

C. **Property Description.** The Property subject to this Security Agreement is described as follows:

(1) **Equipment.** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the Property, but such a list is not necessary for a valid security interest in my equipment. "Equipment" means goods other than inventory, farm products, or consumer goods. The term "Equipment" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

(2) **Specific Property.** Kubota Excavator W/Rubber tracks Model KX91R1AS2
SN 43134 Kubota Excavator W/Rubber tracks Model KX91R1AS2
SN 43008

D. **Duties Toward Property.**

(1) **Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

(2) **Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Security Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

(3) **Selling, Leasing or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission. Any disposition of the Property contrary to this Security Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

E. Authority To Perform. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement or any other security interest, you are authorized, without notice to me, to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- (1) pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- (2) pay any rents or other charges under any lease affecting the Property.
- (3) order and pay for the repair, maintenance and preservation of the Property.
- (4) file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- (5) place a note on any chattel paper indicating your interest in the Property.
- (6) take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- (7) handle any suits or other proceedings involving the Property in my name.
- (8) prepare, file, and sign my name to any necessary reports or accountings.
- (9) make an entry on my books and records showing the existence of this Agreement.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

F. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Tennessee. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

G. Perfection of Security Interest. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all actual costs of terminating your security interest.

13. DEFAULT. I understand that you may demand payment anytime at your discretion. For example, you may demand payment in full if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments.** I fail to make a payment in full when due.
- B. Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or any co-signer, endorser, surety or guarantor of this Loan Agreement or any other obligations I have with you.
- C. Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. New Organizations.** Without your written consent, I organize, merge into, or consolidate with an entity; acquire all or substantially all of the assets of another; materially change the legal structure, management, ownership or financial condition; or effect or enter into a domestication, conversion or interest exchange.
- E. Failure to Perform.** I fail to perform any condition or to keep any promise or covenant of this Loan Agreement.
- F. Other Documents.** A default occurs under the terms of any other Loan Document.
- G. Other Agreements.** I am in default on any other debt or agreement I have with you.
- H. Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- I. Judgment.** I fail to satisfy or appeal any judgment against me.
- J. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- K. Name Change.** I change my name or assume an additional name without notifying you before making such a change.
- L. Property Transfer.** I transfer all or a substantial part of my money or property.
- M. Property Value.** You determine in good faith that the value of the Property has declined or is impaired.
- N. Material Change.** Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- O. Insecurity.** You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Loan Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.

14. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

15. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Loan Agreement, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Loan Agreement.

- (1) You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Loan Agreement.
- (4) You, or any institution participating in this Loan Agreement, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Loan Agreement to any person in any amounts and I waive notice of such sales, repurchases or participations.

(6) I agree that any of us signing this Loan Agreement as a Borrower is authorized to modify the terms of this Loan Agreement or any instrument securing, guarantying or relating to this Loan Agreement.

(7) I agree that you may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modifications, substitutions or future advances.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Loan Agreement, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

C. Waiver of Claims. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

16. REMEDIES. After I default, you may at your option do any one or more of the following.

A. Acceleration. You may make all or any part of the amount owing by the terms of this Loan Agreement immediately due.

B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.

C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.

D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Loan Agreement, and accrue interest at the highest post-maturity interest rate.

E. Set-Off. You may use the right of set-off. This means you may set-off any amount due and payable under the terms of this Loan Agreement against any right I have to receive money from you.

My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Loan Agreement" means the total amount to which you are entitled to demand payment under the terms of this Loan Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Loan Agreement, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

F. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.

G. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Loan Agreement will be reasonable notice to me under the Tennessee Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Loan Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

H. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

I. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Loan Agreement or any other Loan Document. Expenses include, but are not limited to, reasonable and actual attorneys' fees, court costs, and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.

18. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

19. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Loan Agreement is in effect:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Loan Agreement and the obligation evidenced by this Loan Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my Property is subject.

C. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

D. Ownership of Property. To the extent this is a Purchase Money Security Interest, I will acquire ownership of the Property with the proceeds of the Purchase Money Loan. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

20. INSURANCE. I agree to obtain the insurance described in this Loan Agreement.

A. Property Insurance. I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Loan Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

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ROBERT PICKNEY
849 AVIATION PKWY
SMYRNA, TN 37167

WARRANTY DEED

The actual consideration or value, whichever is greater for this transfer is \$38,472.50

This instrument was prepared by Robert Pickney, BPR #032956.

FOR AND IN CONSIDERATION OF the sum of Ten dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, we

James A. Lyon and Lisa Polarek

Hereinafter called the Grantors, has bargained and sold, and by these presents do transfer and convey unto Tennessee Wastewater Systems, Inc., hereinafter called the GRANTEES, their assigns, a certain tract or parcel of land in Stewart County, State of Tennessee described as follows, to wit:

SITUATED in the 5th Civil District of Stewart County Tennessee and more fully described as:

A tract or parcel of land being bounded on the North by Wallace, on the East by Onsite Systems, Inc., on the West and on the South by Lyons and being more particularly described as follows:

Beginning at an iron pin found on the westerly boundary of the Onsite Systems Inc. property (RB. 4, PG. 155, R.O.S.C.T.), said pin being South 05 Degrees 53 Minutes 00 Seconds West a distance of 234 feet from a common corner of the Arnold Wallace and Onsite Systems Inc. properties.

Said pin being the POINT OF BEGINNING. Thence leaving the line of Onsite Systems Inc. and severing the land of J.C.Lyon, North 78 Degrees 42 Minutes 23 Seconds West a distance of 493.15 feet to a capped iron pin (#2459) set at a 16" Maple. Thence South 81 Degrees 15 Minutes 44 Seconds West, a distance of 549.75 feet to capped iron pin (#2459) set at a 12" Sycamore. Thence North 54 Degrees 31 Minutes 19 Seconds West, a distance of 198.02 feet to a capped iron pin (#2459) set at a post. Thence North 04 Degrees 18 Minutes 31 Seconds West, a distance of 47.13 feet to a capped iron pin (#2459). Thence North 47 Degrees 23 Minutes 48 Seconds West, a distance of 74.01 feet to a capped iron pin (#2459) set at a 12" Elm. Thence North 82 Degrees 33 Minutes 34 Seconds West, a distance of 121.50 feet to a capped iron pin (#2459) set at a t-post. Thence North 46 Degrees 15 Minutes 33 Seconds East, a distance of 220.16 feet to a capped iron pin (#2459) set at a t-post. Thence North 11 Degrees 29 Minutes 13 Seconds West, a distance of 56.39 feet to a capped iron pin (#2459) set at a t-post. Thence North 60 Degrees 42 Minutes 33 Seconds West, a distance of 418.29 feet to a capped iron pin (#2459) set at a t-post. Thence North 39 Degrees 07 Minutes 11 Seconds East, a distance of 294.70 feet to capped iron pin (#2459) at a 10" Elm. Thence North 45 Degrees 16 Minutes 23 Seconds East, a distance of 410.45 feet to an iron pin found at a corner of the Arnold Wallace property (RB. 140, PG. 39, R.O.S.C.T.). Thence, with the line of Wallace, South 84 Degrees 10 Minutes 36 Seconds East, a distance of 380.47 feet to an iron pin found. Said pin being a common corner to Onsite Systems Inc. (RB. 23, PG. 35, R.O.S.C.T.). Thence, with the line of Onsite Systems Inc., South 41 Degrees 39 Minutes 28 Seconds West, a distance of 641.68 feet to an iron pin. Thence South 52 Degrees 08 Minutes 00 Seconds East, a distance of 661.12 feet to an iron pin. Thence North 41 Degrees 52 Minutes 59 Seconds East, a distance

VERIFIED
BY Assessors Office

of 186.66 feet to an Iron pin. Thence South 52 Degrees 46 Minutes 52 Seconds East, a distance of 637.44 feet to the POINT OF BEGINNING. Said tract containing 13.99 acres or 609,725 sq. ft. more or less by a survey performed by K&A Land Surveying Inc., dated November 5, 2014.

Being a portion property conveyed to James A. Lyon and Usa Polarek by J.C Lyon and his wife as recorded in Register's office for Stewart County, Tennessee in Deed Book 66 Page 787 and revised deed as recorded in Deed Book 67 Page 653.

This conveyance is made subject to 2014 taxes, which will be paid by the Grantor.

This conveyance is made to any and all, recorded and unrecorded, zoning regulations, building restrictions and setback lines, easements and rights of way for public utilities.

This is unimproved property.

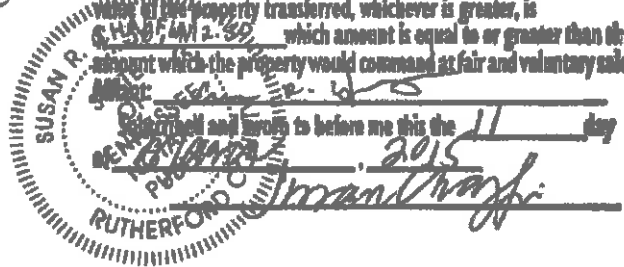
TO HAVE AND TO HOLD the said tract of parcel of land, with the appurtenances, estate title and interest thereto belonging to the said Grantees, their heirs and assigns forever; and we do covenant with the said GRANTEEES that we are lawfully seized and possessed of he said tract of land in fee simple, have good right to convey it and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representative, to warrant and forever defend the title to the said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever. Where used, the singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

Witness my hand this the 15th day of November, 2014

James A. Lyon
James A. Lyon

Lisa Polarek
Lisa Polarek

I, or we hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 142.35 which amount is equal to or greater than the amount which the property would command at fair and voluntary sale.



STATE OF TENNESSEE
COUNTY OF STEWART

Personally appeared before me, a Notary Public in and for said County and State, James A. Lyon and Lisa Polarek, the within named bargainer, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL this 15th day of Nov, 2014

Albert E. Hargis
Notary Public

My commission expires: 5-24-16

Send Tax bills to:

Tennessee Wastewater Systems, Inc.
849 Aviation Parkway
Smyrna TN 37167

map 55 parcel 26.00
P/O



Derek Earhart, Register
Stewart County Tennessee
Rec #: 37157 Instrument #: 44848
Rec'd: 10.00 Recorded
State: 142.35 3/16/2015 at 11:21 AM
Clerk: 1.00 in Record Book
Other: 2.00 180
Total: 155.35

Pgs 41-42

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Contract For Sale of Real Estate

This contract of sale ("this contract") is made this 28th day of March 2002, by and between J.C. Lyons and Naomi Lyons, ("seller"), and Onsite Capacity Development Company ("buyer").

Buyer herewith deposits with seller the sum of \$ 00.00 as earnest money, which sum will be applied to purchase price at closing. Seller, in consideration of the earnest money deposited, has this day sold, and does hereby agree to convey by a good and valid warranty deed, to Buyer the following described real property ("the property") located in the 5th Civil District of Stewart County, Tennessee, more particularly described as follows:

See Attached Exhibit A for description of property and easements:

Seller also agrees to make available pasture land as needed for the purpose of installing and operating an effluent drip irrigation system. It is anticipated that the drip system will be built 1 to 2 acre increments. Drip System will be designed and operated to maximize seller's beneficial use of drip system and effluent. Seller agrees to make available a minimum 50 acres of pastureland for at least five years. Seller may terminate use of pastureland after the initial 3 year period at any time by giving buyer a two-year notice. After notice Buyer would then have two years to find an alternative method of disposal and discontinue use of sellers property. (Buyer has a minimum of five years use of land)

1. Determination of Total Purchase Price and Payments

The parties acknowledge that their negotiations have contemplated that the tract contained in the legal description appearing in Exhibit A will be conveyed at closing, the contemplated selling price being \$4000.00 per acre. The total acreage is expected to be approx. 11.47 acres (\$45,880.00). Buyer will make full payment at closing.

2. The Date of Closing

The parties agree that the transaction contemplated by this contract shall close not later than the date, which is three (3) months from the date of their execution of this contract.

3. Place of Closing

Closing shall take place in any place selected by Seller in Stewart County, Tennessee.

4. Possession

Buyer shall have possession as of the date of closing.

5. Closing Costs

Pending closing, Buyer shall pay the costs of closing and the related recording fees.

6. Breach by Buyer

If Buyer breaches this contract, or if Buyer fails for any reason not the fault of Seller to complete the purchase of the property in accordance with the terms set forth herein, Buyer shall forfeit to Seller the earnest money deposited herewith and shall have no further liability to Seller.

7. Breach by Seller

If Seller breaches this contract, or if Seller fails for any reason not the fault of Buyer to complete the sale of the property in accordance with the terms set forth herein, Buyer may sue for specific performance of this contract or for damages, or both.

8. Legal Fees

If either party reasonably resorts to litigation to enforce such party's rights under this contract, the ultimately losing party shall pay the reasonable attorney's fees of the other.

9. Absence of Agents

Each party warrants to the other that no broker or agent has been engaged to procure the sale of the property as contemplated by this contract.

10. Entire Agreement: Seller's Warranties: Survival

It is expressly understood and agreed that this contract contains the entire agreement between the parties and that there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this contract, that the property is purchased "as is", and that Seller has the absolute right to convey the property free of any lien or encumbrance except for the lien of property taxes. The parties acknowledge and agree that all warranties, agreements, and representations made herein will survive the closing of the transaction contemplated by this contract.

11. Taxes

Taxes shall be prorated as of the time of closing. Seller will pay any back taxes.

12. Permitted Assignment By Buyer

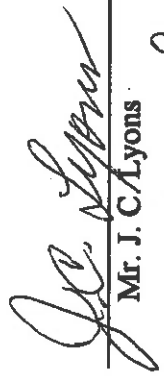
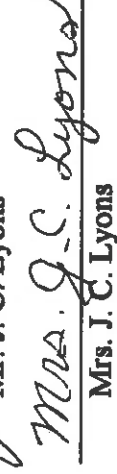
Seller hereby consents to Buyer's assignment of this contract provided, however, such assignment does not limit Buyer's liability hereunder.

13. Captions

The parties acknowledge that the caption headings used herein are for convenience of reference only and shall not be deemed to limit or modify any of the captioned text material.

Executed on this, the date first written above, the parties hereby specifically acknowledging that signatures reproduced on facsimile transmissions of this contract, if any, shall have the same legal efficacy as original signatures.

Seller:


Mr. J. C. Lyons

Mrs. J. C. Lyons

Buyer:

Onsite Capacity Development Company

By:


Mr. Robert Pickney
Managing Partner



TENNESSEE WASTEWATER SYSTEMS, INC. Account History

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From: 1/1/1900 Through: 12/31/2072

Customer Information

Account No. 2412
WALMART STORES EAST, LP #4306
C/O TAMMY SHELDON
P.O. BOX 967
MANDAN, ND 58554
United States of America

Location Information

Location No. TNCOM0032
934 HIGHWAY 79

Trans. Date	Trans. Type	Reference	Type / Reason	Amount	Balance
10/31/2015	Charge			\$103.29	\$103.29
10/9/2015	Payment		Check	(\$103.29)	\$0.00
9/30/2015	Charge			\$103.29	\$103.29
9/9/2015	Payment		Check	(\$103.63)	\$0.00
8/31/2015	Charge			\$103.63	\$103.63
8/10/2015	Payment		Check	(\$103.63)	\$0.00
7/31/2015	Charge			\$103.63	\$103.63
7/14/2015	Payment		Check	(\$103.63)	\$0.00
6/30/2015	Charge			\$103.63	\$103.63
6/9/2015	Payment		Check	(\$103.63)	\$0.00
5/31/2015	Charge			\$103.63	\$103.63
5/12/2015	Payment		Check	(\$103.63)	\$0.00
4/30/2015	Charge			\$103.63	\$103.63
4/10/2015	Payment		Check	(\$103.63)	\$0.00
3/31/2015	Charge			\$103.63	\$103.63
3/13/2015	Payment		Check	(\$103.63)	\$0.00
2/28/2015	Charge			\$103.63	\$103.63
2/12/2015	Payment		Check	(\$106.54)	\$0.00
1/31/2015	Charge			\$103.63	\$106.54
1/21/2015	Payment		Check	(\$58.17)	\$2.91
1/19/2015	Delinquency	Past Due: \$58.17 - 01/16/2015		\$2.91	\$61.08
1/6/2015	Adjustment	Effective 12/15/14		(\$45.46)	\$58.17
12/31/2014	Charge			\$103.63	\$103.63