

EMERALD POINTE UTILITY COMPANY 118 STATE DRIVE HOLLISTER MO 65672-4987 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	HAWTHORN BANK P O BOX 340 BRANSON, MO 65615 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u>21000255</u> Date <u>03/06/13</u> Maturity Date <u>03/06/18</u> Loan Amount \$ <u>1,000,000.00</u> Renewal Of _____
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of _____
 One million & no/100 _____ Dollars \$ 1,000,000.00

☒ **Single Advance:** I will receive all of this principal sum on MARCH 06, 2013. No additional advances are contemplated under this note.

☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____
 I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☐ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from MARCH 06, 2013 at the rate of 5.50 % per year until MARCH 06, 2018.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____.
 A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.
 The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 3 percentage points above the rate in effect at the time of default.

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of _____
5% OF THE PAYMENT DUE WITH A \$25.00 MINIMUM.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: REFER TO DISBURSEMENT AUTHORIZATION OR SETTLEMENT STATEMENT.

PAYMENTS: I agree to pay this note as follows:

☐ **Interest:** I agree to pay accrued interest _____


☐ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 6,925.07 and will be due APRIL 06, 2013. A payment of \$ 6,925.07 will be due _____ on the 6th day of each consecutive month thereafter. The final payment of the entire unpaid balance of principal and interest will be due MARCH 06, 2018.

☒ **Unpaid Interest:** If checked, then any accrued interest not paid when due (whether due by reason of a schedule of payments or due because of Lender's demand) will become part of the principal thereafter, and will bear interest at the interest rate in effect from time to time as provided for in this agreement.

ADDITIONAL TERMS:

*SEE ADDITIONAL TERMS ADDENDUM

 (page 1 of 3)

DEFINITIONS: As used on pages 1 and 3, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Missouri will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

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.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. You and I may provide in this agreement for accrued interest not paid when due to be added to principal. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below, or if we have agreed that accrued interest not paid when due may be added to principal.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, 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 are only as a representative. 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 this debt 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.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur:

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the property insured, if required;
- (3) I fail to pay, or keep any promise, on any debt or agreement I have with you;
- (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you;
- (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
- (9) I change my name or assume an additional name without first notifying you before making such a change;
- (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops;
- (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

COLLATERAL PROTECTION INSURANCE: If insurance on collateral is required by my agreement with you and I do not provide evidence of the required coverage, you may purchase insurance at my expense to protect your interests in my collateral. This insurance may, but need not, protect my interests. The coverage that you purchase may not pay any claim that I make or any claim that is made against me in connection with the collateral. I may later cancel any insurance purchased by you, but only after providing evidence that I have obtained insurance as required by our agreement. If you purchase insurance for the collateral, I will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges you may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to my total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance I may be able to obtain on my own.

If this loan is for consumer purposes the following statement regarding oral agreements applies.

☐ Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If this loan is for commercial purposes the following statement regarding oral agreements applies.

☒ Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
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	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	

☒ SECURITY: This note is separately secured by (describe separate document by type and date):
SEE 'ADDITIONAL TERMS' LOCATED ON PAGE 1

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for Lender

T. Gail Edenburg, A.V.P.

T GAIL EDENBURN
ASSISTANT VICE PRESIDENT

PURPOSE: The purpose of this loan is COMPLETE CNSTRCTION OF NEW SEWER LINE/PAYOFF EXISTING DEBT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2 AND 3). I have received a copy on today's date. EMERALD POINTE UTILITY COMPANY

Gary W. Snadon
GARY W. SNADON, PRESIDENT

Patsy A. Snadon
PATSY A. SNADON, SECRETARY

COMMERCIAL ADDITIONAL TERMS ADDENDUM

This addendum is made a part of the Universal Note Dated MARCH 06, 2013 ,
from (Borrower): EMERALD POINTE UTILITY COMPANY

to (Lender): HAWTHORN BANK

THIS NOTE IS FURTHER SECURED BY A FUTURE ADVANCE DEED OF TRUST DATED MARCH 3, 2010 ON PROPERTY LOCATED AT EMERALD POINTE SUBDIVISION PHASE XII, HOLLISTER, MO 65672 PLEDGED BY EMERALD POINTE, L.L.C.; AND ANY AND ALL OTHER DEEDS OF TRUST AND/OR SEPARATE SECURITY AGREEMENTS WHICH MAY APPLY TO THIS NOTE.

THIS NOTE IS FURTHER SECURED BY A DEED OF TRUST DATED MARCH 6, 2013 ON PROPERTY LOCATED AT EMERALD POINTE SUBDIVISION, HOLLISTER, MO 65672; AND ANY AND ALL OTHER DEEDS OF TRUST AND/OR SEPARATE SECURITY AGREEMENTS WHICH MAY APPLY TO THIS NOTE.

THIS NOTE IS FURTHER SECURED BY A SEPARATE SECURITY AGREEMENT DATED MARCH 6, 2013; AND ANY AND ALL OTHER SEPARATE SECURITY AGREEMENTS AND/OR DEEDS OF TRUST WHICH MAY APPLY TO THIS NOTE.

THIS NOTE IS FURTHER SECURED BY A STOCK PLEDGE AGREEMENT DATED MARCH 6, 2013 SIGNED BY GARY W SNADON AND PATSY S SNADON; AND ANY AND ALL OTHER STOCK PLEDGE AGREEMENTS WHICH MAY APPLY TO THIS NOTE.

THIS NOTE IS FURTHER SECURED BY A PLEDGE AND ASSIGNMENT AGREEMENT DATED MARCH 6, 2013; AND ANY AND ALL OTHER ASSIGNMENTS WHICH MAY APPLY TO THIS NOTE.


THIS NOTE IS FURTHER SECURED BY TWO GUARANTIES SIGNED BY GARY W SNADON AND PATSY S SNADON DATED MARCH 6, 2013; AND ANY AND ALL OTHER GUARANTIES WHICH MAY APPLY TO THIS NOTE.

THIS NOTE IS FURTHER SECURED BY A GUARANTY SIGNED BY EMERALD POINTE, L.L.C. DATED MARCH 6, 2013; AND ANY AND ALL OTHER GUARANTIES WHICH MAY APPLY TO THIS NOTE.

EMERALD POINTE UTILITY COMPANY



GARY W SNADON, PRESIDENT



PATSY A SNADON, SECRETARY