

APPENDIX B

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** (the "Agreement") is made and entered into on the 10th day of June, 2013 by and among **Missouri-American Water Company**, a Missouri corporation ("Buyer"), **Great Southern Bank**, a Missouri chartered bank ("Great Southern"), and **Tri States Utility, Inc.**, a Missouri corporation ("Tri States" and, together with Great Southern, "Sellers"). Hereinafter, Buyer, Tri States and Great Southern may each be referred to individually as a "Party" or together as the "Parties".

RECITALS:

A. Tri States currently owns and operates a **water** treatment facility and distribution system (collectively, the "System") in or near Branson, Missouri, and Great Southern currently owns the building and property located at 300 Terrace Road, Branson, Missouri 65616 (collectively, the "Building").

B. Tri States currently occupies the Building as its operational headquarters.

C. Tri States desires to sell to Buyer substantially all of the assets that constitute or are used in furtherance of the System; Great Southern desires to sell to Buyer all of Great Southern's right, title and interest in and to the Building; and Buyer desires to purchase the System and the Building, in each case pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the representations, warranties, and covenants contained herein, and in exchange for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1

Definitions and Related Matters

For purposes of this Agreement, the capitalized terms used herein shall have the meanings assigned to them herein or in the attached Exhibit 1 and, for purposes of this Agreement and all other documents executed in connection herewith, the rules of construction set forth in Exhibit 1 shall govern.

ARTICLE 2

Purchase and Sale of Assets; Closing

2.1 Transfer of Assets and Building. On and subject to the terms and conditions of this Agreement, at the Closing on the Closing Date and effective as of the Effective Time: (a) Buyer shall purchase, acquire and accept from Tri States, and Tri States shall sell, convey, transfer, assign and deliver to Buyer, free and clear of all Encumbrances, the Acquired Assets and (b) Buyer shall purchase, acquire and accept from Great Southern, and Great Southern shall sell, convey, transfer, assign and deliver to Buyer, free and clear of all Encumbrances, the Building. Notwithstanding anything to the contrary contained in this Section 2.1 or elsewhere in this Agreement, the Excluded Assets are not part of the sale and purchase contemplated hereunder, are excluded from the Acquired Assets, and shall remain the exclusive property of the appropriate Seller subsequent to the Closing.

2.2 Consideration.

(a) The consideration for the System, the Building, the Acquired Assets and the other rights of Buyer hereunder shall consist of the Purchase Price. Closing shall be handled by a title company mutually selected by the Parties. At Closing, Buyer shall pay the Purchase Price in immediately available funds to the title company for distribution from escrow in accordance with instructions to be provided by the Sellers.

Sellers shall deliver appropriate instructions to the title company for distribution of the Purchase Price at least five (5) Business Days prior to the Closing Date.

(b) Buyer shall deliver the Statement to Sellers at least six (6) Business Days prior to the Closing Date. Sellers shall provide Buyer and Buyer's representatives reasonable access, during normal business hours of Sellers, to all personnel, books and records of or related to the System, the Acquired Assets, the Building or the Business within either Seller's direction or control as reasonably requested by Buyer to assist it in its preparation of the Statement. Buyer shall deliver to Sellers a copy of the work papers prepared or used in connection with the Statement's preparation as reasonably requested by Sellers to assist in their review of the Statement, and Sellers shall have an opportunity, prior to the Closing Date, to review with representatives of Buyer and object to all or any part of the Statement, such review to be reasonable and in good faith. Buyer shall consider such objections, if any, in good faith but Buyer's reasonable, good faith determination with respect to the Adjustment Amount shall be final and binding for the purpose of calculating the Purchase Price.

(c) The Allocation shall reflect an allocation of \$2,100,000 and the Assumed Liabilities among the Acquired Assets and \$1,300,000 to the Building. The Allocation is reflected in more detail on Schedule 2.2(b), attached hereto and incorporated by reference.

2.3 Assumption of Liabilities; Excluded Liabilities; Contract Assumption and Rejection.

(a) Upon the terms and subject to the satisfaction or, if permissible, waiver, of the conditions of this Agreement, at the Closing on the Closing Date and as of the Effective Time, Buyer shall assume and discharge, when and as due, only the following Liabilities of Tri States, whether known or unknown, in each case, to the extent related to the System (collectively, the "Assumed Liabilities"): all Liabilities arising out of, resulting from or relating to the Assumed Contracts, but only to the extent such Liabilities (A) are to be performed after the Effective Time, (B) do not arise as a consequence of any breach or default prior to the Effective Time, and (C) are accompanied by a correlated duty of performance or payment on the part of the other party(s) thereto. As part of the Approval Order, Tri States shall obtain authority to assume and assign to Buyer under Section 365 of the Bankruptcy Code the Assumed Contracts. For purposes of this Agreement, the "Assumed Contracts" shall consist of those leases and contracts identified on Schedule 2.3(a).

(b) Notwithstanding anything in this Agreement to the contrary, except for the Assumed Liabilities, any and all Liabilities of either Seller (other than the Assumed Liabilities, the "Excluded Liabilities"), whether or not incurred in connection with the operation of the System, shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by the applicable Seller. Buyer shall reject, and shall not be required to assume, any executory contracts or unexpired leases in connection with this Agreement or the transactions contemplated hereby, except for the Assumed Contracts.

2.4 Closing. Unless this Agreement is first terminated pursuant to Article 9 hereof, and subject to the satisfaction or, if permissible, waiver of each of the conditions set forth in Article 6 hereof, the Closing will take place at the offices of Buyer or such other place or by such other means (e.g., e-mail/PDF or facsimile and overnight delivery of original execution documents) as is agreed to by the Parties at 10:00 A.M., Central time, on (a) the final day of the monthly billing period of Tri States in which all of the conditions set forth in Article 6 hereof shall have been satisfied or (to the extent permissible) waived (other than those conditions which, by their nature are to be satisfied or waived at Closing but subject to their satisfaction or waiver at Closing) or (b) such other date as the Parties hereto may agree upon in writing. In any event, the Closing shall be effective as of the Effective Time.

2.5 Closing Obligations.

In addition to any other documents to be delivered under other provisions of this Agreement, at Closing:

(a) The respective Seller shall deliver or cause to be delivered to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof, the following documents:

- (i) the Bill of Sale, duly executed by Tri States;
- (ii) the Intangible Assignments, duly executed by Tri States;
- (iii) the Assignment and Assumption Agreement, duly executed by Tri States;
- (iv) all Consents and approvals from Governmental Authorities, and third parties under Contracts, necessary to ensure that Buyer will continue to have the same full rights with respect to the Acquired Assets and the Building as Tri States and Great Southern, respectively, had immediately prior to the consummation of the Contemplated Transactions, including the written Consents, in form and substance reasonably acceptable to Buyer, of the Governmental Authorities and third parties set forth in Schedule 3.2(d);
- (v) a payoff letter for all outstanding indebtedness, if any, secured by the Building, and a release of all Encumbrances relating to the Building executed, in recordable form by the holder of or parties to each such Encumbrance (including without limitation any violations cited by the Missouri Department of Natural Resources or any other Governmental Authority with authority over the Building), if any, in each case in substance and form reasonably satisfactory to Buyer and its counsel;
- (vi) an affidavit, as provided in Section 1445(b)(2) of the Code, stating under penalties of perjury that neither Seller is a foreign person within the meaning of Section 1445(f)(3) of the Code;
- (vii) for each interest in the Building and any other Real Property and each easement and/or right-of-way affecting the Building or any other Acquired Asset, a recordable warranty deed, assignment, or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance reasonably satisfactory to Buyer and fully executed by Great Southern and/or Tri States, as appropriate;
- (viii) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance reasonably satisfactory to Buyer;
- (ix) a copy of each permit, license, easement, land-right and other necessary authority for the operation of the System, the Acquired Assets and the Building, in each case validly issued in the name of the appropriate Seller and in full force and effect;
- (x) the certificate contemplated by Section 6.1(c);
- (xi) a certificate of good standing issued by the Secretary of State of its state of organization with respect to each Seller, dated not earlier than ten (10) Business Days prior to Closing;
- (xii) a copy, certified by the Secretary of Tri States, to be true, complete and correct as of the Closing Date, of the articles of incorporation and bylaws or other governing documents of Tri States; and resolutions of the respective boards of directors and (to the extent required) shareholders (or other required representatives) of each Seller authorizing and approving the Contemplated Transactions and as to the

incumbency and signatures of the officers (or other required representatives) of such Seller executing this Agreement or any of the Transaction Documents on behalf of such Seller;

(xiii) to the extent such transfer is requested by Buyer, evidence satisfactory to Buyer of the transfer of all utilities with respect to the System or the Building from the appropriate Seller(s) to Buyer; and

(xiv) all other documents, instruments and writings required or reasonably requested by Buyer to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

(b) At or prior to the Closing, Buyer shall deliver the following:

(i) the Purchase Price, pursuant to Section 2.2(a);

(ii) to the Sellers, the Intangible Assignments, duly executed by Buyer;

(iii) to Tri States, the Assignment and Assumption Agreement, duly executed by Buyer; and

(iv) to the Sellers, all other documents, instruments and writings required or reasonably requested by Sellers to be delivered at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith.

ARTICLE 3 Representations and Warranties of Tri States

Tri States hereby makes the following representations and warranties to Buyer, each of which is true and correct on the date hereof, will be true and correct at Closing and shall survive the Closing and the Contemplated Transactions hereby to the extent set forth herein:

3.1 Organization of Tri States; Power and Authority. Tri States is a duly organized, validly existing corporation organized and in good standing under the Laws of the State of Missouri. Tri States has full power and authority to operate the Business and the System as they are now being conducted and to own, lease and operate the System and the Acquired Assets.

3.2 Enforcement; Authority; No Conflict

(a) This Agreement constitutes the legal, valid and binding obligation of Tri States, enforceable against Tri States in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Tri States has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents and to consummate the Contemplated Transactions. The board of directors and stockholders of Tri States have duly authorized the execution, delivery, and performance of this Agreement by Tri States and no other corporate proceeding on the part of Tri States is necessary to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been, and the Transaction Documents will be, duly executed and delivered by Tri States.

(c) Neither the execution, delivery or performance by Tri States of this Agreement or the Transaction Documents nor the consummation by it of the Contemplated Transactions will (i) contravene,

conflict with or result in a violation of any provisions of the charter or bylaws or other governing documents of Tri States, (ii) to Tri States' Knowledge, contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Laws or any Order to which Tri States or any of the Acquired Assets may be subject, (iii) to Tri States' Knowledge, contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Tri States or that otherwise relates to the System or any of the Acquired Assets, (iv) to Tri States' Knowledge, contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person under, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document to which Tri States is a party or by which any of the Acquired Assets are bound or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Acquired Assets.

(d) Except as set forth on Schedule 3.2(d), no filings or registrations with, notifications to, or authorizations, Consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Tri States in connection with the execution, delivery or performance by Tri States of this Agreement or the Transaction Documents or the consummation by Tri States of the Contemplated Transactions. Neither the Contemplated Transactions nor the Transaction Documents will result in the creation of any Encumbrance against any of the Acquired Assets.

3.3 Assets. At the Closing, Tri States will convey to Buyer clear, good, and marketable title to, or a valid leasehold interest in, all of the Acquired Assets, free and clear of all Encumbrances. None of the Acquired Assets are leased or on loan by Tri States to any third party. The Acquired Assets constitute all of the assets and property that, together with the rights granted or conveyed under the Transaction Documents, are necessary for the operation of the System, the Business and the Acquired Assets as conducted as of the date hereof. Upon the Closing, Buyer shall continue to be vested with good title or a valid leasehold interest in the System and all of the Acquired Assets. The Business constitutes all of the business conducted by any Person in connection with the System.

3.4 Real Property; Easements.

(a) Tri States owns and has good and marketable title to the Real Property (other than the Building, which is owned by Great Southern), free and clear of all options, leases, covenants, conditions, easements, agreements, claims, and other Encumbrances of every kind and there exists no restriction on the use or transfer of such property, in each case except as set forth on Schedule 3.4(b), which shall be prepared and agreed to by the Parties within 30 days of the execution of this Agreement. Set forth on Schedule 3.4(a) is a complete and accurate listing of all Real Property. Tri States is not the lessor or lessee of any real property other than the Building, and there are no outstanding options, rights of first refusal or rights of first offer to purchase any of the Real Property or any portion thereof or interest therein. Tri States has made available to Buyer copies of all title reports, surveys, title policies and appraisals relating to the Real Property.

(b) Neither Seller has received any notice of violation of any easements, covenants, restrictions or similar instruments. Set forth on Schedule 3.4(b) hereto is a true, correct and complete list of all Encumbrances relating to the Real Property or the Acquired Assets. All of such Encumbrances identified as "Surviving" are valid and will be transferred to Buyer and remain in full force as of the Closing. All of such Encumbrances identified as "Not Surviving" shall be terminated not later than the Closing Date, either through payment out of the proceeds of the Purchase Price paid to Sellers or through operation of the Approval Order.

(c) There is no unpaid property Tax, levy or assessment against the Real Property (except for Encumbrances relating to Taxes not yet due and payable), nor is there pending or threatened any condemnation Proceeding against the Real Property or any portion thereof.

3.5 Personal Property. Set forth on Schedule 3.5(a) is a complete and accurate listing of all Acquired Assets which are personal property. Except as set forth in Schedule 3.5(b): (i) no Acquired Asset which is personal property is in the possession of others (other than immaterial items temporarily in the possession of others for maintenance or repair), and (ii) neither Tri States nor any of its Affiliates holds any such property on consignment.

3.6 Subsidiaries. Tri States does not have any subsidiaries and does not directly or indirectly own or have any capital stock or other equity interest in any Person.

3.7 Tax Matters.

(a) Tri States has timely and properly filed all Tax Returns that it was required to file.

(b) None of the Acquired Assets or Assumed Liabilities (i) has been or could be treated as a partnership or corporation for United States federal income Tax purposes or (ii) is property that is required to be treated for Tax purposes as being owned by any other Person (other than those Acquired Assets that are leased).

(c) None of the Acquired Assets or Assumed Liabilities represent property or obligations of Tri States, including but not limited to uncashed checks to vendors, customers or employees, non-refunded overpayments or unclaimed subscription balances, that is escheatable to any Governmental Authority under any applicable escheatment Laws as of the date hereof or that may at any time after the date hereof become escheatable to any Governmental Authority under any applicable escheatment Law.

3.8 Contracts.

(a) Set forth on Schedule 3.8(a) is a complete and correct list of all Contracts related to the System to which Tri States is a party or is otherwise bound. Tri States has delivered or caused to be delivered to Buyer correct and complete copies of each such Contract (including any and all amendments), a description of the terms of each such Contract which is not in writing, if any, and all documents affecting the rights or obligations of any party thereto.

(b) None of the Assumed Contracts have been modified or amended except as disclosed on Schedule 3.8(b). Neither Tri States nor any of its Affiliates has received any written notice of any intention to terminate, repudiate or disclaim any Assumed Contract. Except as set forth on Schedule 3.8(b): (i) each Assumed Contract is valid and enforceable in accordance with its terms and is in full force and effect, and each Assumed Contract constitutes a legal, valid and binding obligation of the other parties thereto, enforceable against them in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity; (ii) no default and no event which, with the giving of notice, lapse of time, or both, would result in a default has occurred under any Assumed Contract; (iii) there are no setoffs, counterclaims or disputes existing or asserted with respect to any Assumed Contract, and Tri States has not made any agreement with any other party thereto for any deduction from or increase to any amount payable thereunder; (iv) there are no facts, events or occurrences which in any way impair the validity or enforcement of any Assumed Contract or tend to reduce or increase the amounts payable thereunder; (v) Tri States has not, directly or indirectly, by operation of Law or otherwise, transferred or assigned all or any part of its right, title or interest in and to any Assumed Contract to any other Person; and (vi) there are no Proceedings pending nor, to the Knowledge of Tri States, threatened against any party to any of the Assumed Contracts which

relate to the subject matter of the Assumed Contract. No Assumed Contract automatically terminates or allows termination by the other party thereto upon consummation of the Contemplated Transactions. At and after the Closing, Buyer shall have and be entitled to exercise all of its rights under each Assumed Contract, without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments that Tri States would otherwise be required to pay had Contemplated Transactions not occurred.

3.9 Environmental Matters. Tri States has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Tri States or its predecessors pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Tri States, its predecessors, or any other Person for whose conduct Tri States is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Tri States.

3.10 Permits. Set forth on Schedule 3.10 is a complete and correct list of all Permits used by Tri States in the continuing operation of the System. Such Permits constitute all those necessary for the continuing operation of the System and are all valid and subsisting and in full force and effect. No fact or circumstance exists which is reasonably likely to cause any such Permit to be revoked or materially altered subsequent to the execution of this Agreement and the Closing Date. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit.

3.11 Insurance. Tri States maintains and has maintained appropriate insurance necessary for the full protection of all of its assets, properties, operations, products and services and the System. All such policies are in full force and effect and Tri States will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the Contemplated Transactions. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and, to Tri States' Knowledge, no basis for any such Proceedings exists. Tri States is not in default with respect to any provisions contained in any such insurance policies and no insurance provider is in default with respect to such insurance policies. Set forth in Schedule 3.11 is a true and accurate list of all such insurance policies Tri States maintains, and the premiums therefor have been paid in full as they have become due and payable.

3.12 Absence of Certain Changes. There has not been any occurrence or event which, individually or in the aggregate, has had or is reasonably expected to have any Material Adverse Effect. Tri States has continually operated the System and the Business only in the Ordinary Course of Business. Without limitation of the foregoing, Tri States has not entered into, amended, terminated or received notice of termination of any Permit necessary for the continued operation of the System. In addition, Tri States has not taken any action in connection with the System or the Business which, if taken on or after the date hereof, would have required the prior written Consent of Buyer pursuant to Section 7.6 hereof.

3.13 Litigation and Proceedings. Except for the Chapter 11 Case, the State Court action, and the contemplated Proceeding Buyer will file with the MoPSC to obtain approval of Buyer's acquisition of the Acquired Assets and Business, there are no Proceedings, either pending or threatened, anticipated or contemplated, against Tri States or involving the operation of the System, any of the Acquired Assets, or any of Tri States' shareholders, directors, officers, agents or other personnel in their capacity as such, which could directly affect any of the Acquired Assets or the System. Tri States has not been charged with, nor is it under investigation with respect to, any charge which has not been resolved to its favor concerning any violation of any applicable Law with respect to any of the Acquired Assets or the System and there is no valid basis for any such charge or investigation. No judgment, Order, writ, injunction, decree, assessment or other command of any Governmental Authority affecting Tri States or any of the Acquired Assets or the System has been entered which is presently in effect. There is no Proceeding pending or, to Tri States' Knowledge, threatened which challenges the validity of this Agreement or the Contemplated Transactions or otherwise

seeks to prevent, directly or indirectly, the consummation of the Contemplated Transactions, nor is there any valid basis for any such Proceeding.

3.14 Compliance with Laws. Except as set forth in Schedule 3.14 neither Tri States nor any of its Affiliates has received any notice alleging any, and to Tri States' Knowledge there is no, default, breach or violation of any Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the System or the Business.

3.15 Financial Statements. Attached as Schedule 3.15 are the Financial Statements. The Financial Statements were derived from the books and records of Tri States, are true, correct and complete in all material respects and present fairly in all material respects the financial condition, operating results and cash flows of Tri States as of the dates and during the periods indicated therein (subject to normal year-end adjustments and the absence of footnotes).

3.16 Transactions with Related Parties. Except as set forth on Schedule 3.16, no director, officer, shareholder or Affiliate of Tri States has any financial interest, direct or indirect, in any supplier or customer of, or other business which has any transactions or other business relationship with, Tri States. Without limiting the generality of the foregoing, neither Tri States nor any of its Affiliates nor any executive officer of Tri States, any of its Affiliates or the Business owns, directly or indirectly, any interest in or is an owner, sole proprietor, member, stockholder, partner, director, officer, employee, consultant or agent of any Person which is a lessor, lessee, customer, licensee, or supplier of the Business and none of the employees of or servicing the Business owns, directly or indirectly, in whole or in part, any tangible property, patent, trademark, service mark, trade name, copyright, franchise, invention, Permit or license which was developed by or is used and necessary for the operation of the Business.

3.17 Customer Advances. Tri States has no unexpired Extension Deposit Agreements (or similar agreements) to which Tri States is a party and which contain unexpired obligations of Tri States to provide for the payment of periodic refunds to parties making advances for the construction of facilities for water service.

3.18 Brokers, Finders. Except as set forth in Schedule 3.18, no finder, broker, agent or other intermediary, acting on behalf of Tri States or any of its Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

ARTICLE 4 Representations and Warranties of Great Southern

Great Southern hereby makes the following representations and warranties to Buyer:

4.1 Organization of Great Southern; Power and Authority. Great Southern is a duly organized, validly existing entity organized and in good standing under the Laws of the State of Missouri. Great Southern has full power and authority to operate the Building as it is now being operated and to own, lease and operate the Building as it is now being operated.

4.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Great Southern, enforceable against Great Southern in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Great Southern has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents and to consummate the Contemplated

Transactions. The board of directors (or other required representatives) of Great Southern have duly authorized the execution, delivery, and performance of this Agreement by Great Southern and no other corporate proceeding on the part of Great Southern is necessary to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been, and the Transaction Documents will be, duly executed and delivered by Great Southern.

(c) Subject to obtaining all required Consents in the Chapter 11 Case, the State Court Action, and from the MoPSC, neither the execution, delivery or performance by Great Southern of this Agreement or the Transaction Documents nor the consummation by it of the Contemplated Transactions will (i) contravene, conflict with or result in a violation of any provisions of the charter or bylaws or other governing documents of Great Southern, (ii) contravene, conflict with or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transactions or to exercise any remedy or obtain any relief under any Laws or any Order to which Great Southern or the Building may be subject, (iii) contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Great Southern or that otherwise relates to the Building, (iv) contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person under, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease or other instrument or document to which Great Southern is a party or by which the Building is bound or (v) result in the imposition or creation of any Encumbrance upon or with respect to the Building.

(d) Except as set forth on Schedule 3.2(d), no filings or registrations with, notifications to, or authorizations, Consents or approvals of, a Governmental Authority or third party are required to be obtained or made by Great Southern in connection with the execution, delivery or performance by Great Southern of this Agreement or the Transaction Documents or the consummation by Great Southern of the Contemplated Transactions. Neither the Contemplated Transactions nor the Transaction Documents will result in the creation of any Encumbrance against the Building.

4.3 Assets. Great Southern owns and has good, and marketable title to the Building, free and clear of all Encumbrances, except as set forth on Schedule 4.3, which shall be prepared and agreed to by the Parties within 30 days of the execution of this Agreement. All of such Encumbrances identified as "surviving" are accepted by Buyer and will be transferred to Buyer and remain in full force as of the Closing. All of such Encumbrances identified as "Not Surviving" shall be terminated not later than the Closing Date, either through payment out of the proceeds of the Purchase Price paid to Sellers or through operation of the Approval Order. The Building is not leased or on loan by Great Southern to any third party, except for Tri States. At the Closing, Great Southern will convey to Buyer clear, good and marketable title to the Building.

4.4 Real Property; Easements.

(a) There are no outstanding options, rights of first refusal or rights of first offer to purchase the Building or any portion thereof or interest therein. Great Southern has made available to Buyer copies of all title reports, surveys, title policies and appraisals relating to the Building that are in Great Southern's possession or control.

(b) There is no unpaid property Tax, levy or assessment against the Building (except for Encumbrances relating to Taxes not yet due and payable), nor is there any pending, or to Great Southern's Knowledge threatened, condemnation Proceeding against the Building or any portion thereof.

ARTICLE 5
Representations and Warranties of Buyer

Buyer hereby makes the following representations and warranties to Sellers:

5.1 Organization. Buyer is a duly organized and validly existing corporation in good standing under the Laws of Missouri and has the power and authority to own, lease and operate its assets and properties. Buyer has full power and authority to execute this Agreement; to consummate the transactions contemplated herein; and, subject to the approval of the MoPSC, to own and operate the System following Closing.

5.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the rights of creditors generally and by general principles of equity. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.

(b) Neither the execution or delivery of this Agreement nor the consummation of the Contemplated Transactions shall result in: (i) a violation of or a conflict with any provision of the articles of incorporation or the bylaws of Buyer; (ii) a material breach of or default under any term, condition or provision of any Contract to which Buyer is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; or (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation.

5.3 Brokers, Finders. No finder, broker, agent or other intermediary, acting on behalf of Buyer or any of Buyer's Affiliates, is entitled to a commission, fee or other compensation in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

ARTICLE 6
Conditions Precedent to Closing

6.1 Conditions Precedent to the Obligations of Buyer. Buyer's obligations to consummate the Contemplated Transactions are subject to the satisfaction in full, unless expressly waived in writing by Buyer, of each of the following conditions:

(a) **Representations and Warranties.** Each of the representations and warranties of Tri States and Great Southern contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than Section 3.5 and representations and warranties qualified as to materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Tri States and Great Southern on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(b) **Covenants.** Each Seller shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any Transaction Document and required to be performed, observed or complied with by such Seller prior to or at the Closing;

(c) Certificates. Each Seller shall have delivered to Buyer a certificate, dated as of the Closing Date and executed by an officer or other duly authorized representative of such Seller, to the effect that the conditions set forth in Sections 6.1(a), (b) and (i) have been satisfied;

(d) Proceedings. No provision of any Law or Order shall be in effect, and no Proceeding by any Person shall be pending before any Governmental Authority, or before any arbitrator, which would: (i) prevent consummation of the Contemplated Transactions; (ii) have a likelihood of causing the Contemplated Transactions to be rescinded following consummation; (iii) adversely affect the right of Buyer to own any of the Acquired Assets or the Building; or (iv) adversely affect the System prospects or the value or condition of any of the Acquired Assets, the Building or the System;

(e) Closing Deliveries. Sellers shall have delivered or caused to be delivered to Buyer each of the items set forth in Section 2.5(a);

(f) Governmental and Third Party Approvals. (i) Buyer shall have obtained a certificate of convenience and necessity and all necessary regulatory approvals by the MoPSC, or any other applicable regulatory body, and all other applicable Consents and approvals from Governmental Authorities and other third parties which are required in connection with the Contemplated Transactions, each in form and substance (including without limitation with respect to the terms and conditions contained in any such approval) acceptable to Buyer in its sole and absolute discretion, and (ii) any waiting periods under existing Laws, and all extensions thereof, the passing of which is necessary to consummate the Contemplated Transactions, shall have expired;

(g) Approval Order. The sale of the Acquired Assets to Buyer shall have been authorized and approved by the Bankruptcy Court in the Approval Order, which shall be consistent with this Agreement in form and substance, or otherwise acceptable to Buyer, and shall be a Final Order, and shall have been entered by the Bankruptcy Court and such order shall not have been stayed, modified, reversed or amended in any manner adverse to Buyer;

(h) Due Diligence. Buyer shall have completed and be satisfied, in its sole and absolute discretion, with the results of its due diligence review of the Acquired Assets and the Building; and

(i) No Material Adverse Effect. Buyer shall have determined that there shall not have occurred any event or circumstance which, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

6.2 Conditions Precedent to Obligations of Sellers. Sellers' obligation to consummate the Contemplated Transactions is subject to the satisfaction in full, unless expressly waived in writing by Sellers, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement or in any Transaction Document shall have been true, correct and accurate in all material respects on and as of the date hereof and shall also be true, correct and accurate in all material respects (other than representations and warranties qualified as to materiality, which shall have been true, correct and accurate in all respects) on and as of the Closing Date with the same force and effect as though made by Buyer on and as of the Closing Date (except to the extent that any such representation or warranty is made solely as of the date hereof or as of another date earlier than the Closing Date, which shall be accurate as of such date);

(b) Covenants. Buyer shall have performed, observed and complied in all material respects with all of its obligations, covenants, undertakings and agreements contained in this Agreement or any

Transaction Document and required to be performed, observed or complied with by Buyer prior to or at the Closing;

(c) Proceedings. No provision of any Law or Order shall be in effect which would prevent consummation of the Contemplated Transactions;

(d) Approval Order. The Approval Order, in form and substance consistent with this Agreement, shall have been entered by the Bankruptcy Court and such order shall not have been stayed, modified, reversed or amended in any manner adverse to either Seller; and

(e) Closing Deliveries. Buyer shall have delivered or caused to be delivered to Sellers each of the items set forth in Section 2.5(b).

ARTICLE 7 Covenants and Special Agreements

7.1 Access to Information; Confidentiality

(a) Access. Between the date of this Agreement and the Closing Date, Buyer may, directly and through its representatives, make such confirmatory investigation of the System, the Building and the Acquired Assets as each deems necessary or advisable. In furtherance of the foregoing, Buyer and its representatives shall have reasonable access, upon reasonable notice during normal business hours, to all employees, properties, books, Contracts, customer lists, commitments and records of or relating to the Business, the Acquired Assets and/or the Building, and Sellers shall furnish and cause to be furnished to Buyer and its representatives such financial and operating data and other information as may from time to time be reasonably requested relating to the System and/or the Building, shall permit Buyer or its representatives to conduct such physical inspections and environmental audits of the Building and other Real Property as requested by Buyer and shall permit Buyer or its representatives to conduct interviews of employees of or servicing the Business. Sellers and the management, employees, accountants and attorneys of or servicing the Business or the Building shall cooperate fully with Buyer and its representatives in connection with such investigation.

(b) Confidentiality.

(i) Prior to Closing, each Party shall ensure that all Confidential Information which such Party or any of its respective officers, directors, employees, counsel, agents, or accountants may have obtained, or may hereafter obtain, from the other Party (or create using any such information) relating to the financial condition, results of operations, System, properties, assets, Liabilities or future prospects of the other Party, any Related Person of the other Party or any customer or supplier of such other Party or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the other Party; provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Contemplated Transactions and to its lenders and professionals for the purpose of obtaining financing of such transactions. This provision shall not impair Tri States' ability to file this Agreement with the Bankruptcy Court to the extent necessary or advisable for obtaining the Approval Order. Following Closing, each Seller shall ensure that all Confidential Information relating to the financial condition, results of operations, System, Acquired Assets, Building, other properties and assets, Liabilities or future prospects of the Buyer, any Related Person of the Buyer or any customer or supplier of the Buyer or any such Related Person shall not be published, disclosed or made accessible by any of them to any other Person at any time or used by any of them, in each case without the prior written Consent of the

Buyer, provided, however, that the restrictions of this sentence shall not apply (i) as may otherwise be required by Law, (ii) to the extent such Confidential Information shall have otherwise become publicly available, and (iii) as to Buyer, to disclosure by or on its behalf to regulatory authorities or other third parties whose Consent or approval may be required to consummate the Contemplated Transactions and to its lenders and professionals for the purpose of obtaining financing of such transactions.

(ii) In the event of termination of negotiations or failure of the Contemplated Transactions to close for any reason whatsoever, each Party promptly will destroy or deliver to the other Party and will not retain any documents, work papers and other material (and any reproductions thereof) obtained by each Party or on its behalf from such other Party or its subsidiaries as a result of this proposal or in connection therewith, whether so obtained before or after the execution hereof, and will not use any information so obtained and will cause any information so obtained to be kept confidential and not used in any way detrimental to such other Party.

7.2 Publicity; Announcements. Until after the Closing, no press release or other public statement concerning this Agreement or the transactions contemplated hereby shall be issued or made without the prior approval of the parties hereto, except as required by applicable law or to obtain any required Consent. After the Closing, no press release or other public statement concerning this Agreement or the transactions contemplated hereby shall be issued or made by either Seller without the prior approval of Buyer, except as required by applicable law.

7.3 Cooperation. Subject to the terms and conditions of this Agreement, the Parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under applicable Law to make effective the Contemplated Transactions as promptly as practicable. Prior to the Closing, the Parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth in Section 6.1(f). Without limiting the generality of the foregoing, promptly (and in any event within one (1) week) following the date hereof (or at such other time as Buyer and Sellers shall agree in writing), Sellers and Buyer shall make the regulatory filings which are required to be filed in connection with this Agreement and the transactions contemplated hereby. Any and all filing fees in respect of such filings shall be paid by Buyer. From and after the Closing, the Parties shall do such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby. On or after the Closing Date, the Parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments, and doing any and all such other things as may be reasonably required by the Parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Should Tri States, in its reasonable discretion, determine after the Closing that books, records or other materials constituting Acquired Assets are still in the possession of Tri States, Tri States shall promptly deliver them to Buyer at no cost to Buyer. Tri States hereby agrees to cooperate with Buyer to ensure a proper transition of all customers with respect to billing and customer service activities. Buyer shall take the lead in obtaining MoPSC approval with respect to its acquisition of the Acquired Assets and the Building. Within one (1) week following full execution of this Agreement, Buyer shall file a Proceeding with MoPSC seeking all required Consent for the Parties to consummate Buyer's acquisition of the Acquired Assets and the Building, and Buyer shall thereafter, diligently prosecute such Proceeding to completion, using Buyer's commercially reasonable efforts to obtain all required Consent from the MoPSC.

7.4 Exclusivity. Except as otherwise required by law, neither Seller will, or will permit its affiliates, officers, directors, employees or other agents or representatives to, at any time prior to the termination of this Agreement, directly or indirectly, (i) take any action to solicit, initiate or encourage the making of any Acquisition Proposal, or (ii) discuss or engage in negotiations concerning any Acquisition Proposal with, or further disclose any non-public information relating to either Seller to, any person or entity in connection with an Acquisition Proposal, in each case, other than Buyer and its representatives.

7.5 No Inconsistent Action. Prior to the Closing Date, no Party shall take any action, and each Party will use its commercially reasonable efforts to prevent the occurrence of any event (but excluding events which occur in the Ordinary Course of Business and events over which such Party has no control), which would result in any of its representations, warranties or covenants contained in this Agreement or in any Transaction Document not to be true and correct, or not to be performed as contemplated, at and as of the time immediately after the occurrence of such action or event. If at any time prior to the Closing Date, a Party obtains knowledge of any facts, circumstances or situation which constitutes a breach, or will with the passage of time or the giving of notice constitute a breach, of any representation, warranty or covenant of such Party under this Agreement or any Transaction Document or will result in the failure of any of the conditions contained in Article 6 to be satisfied, such Party shall give the other Party prompt written notice thereof; provided, however, that no such notice shall cure any breach of any representation, warranty or covenant contained herein or therein or will relieve any such Party of any obligations hereunder or thereunder unless specifically agreed to in writing by the other Party.

7.6 Conduct of Business. From the date hereof, Sellers shall comply with the terms and conditions of the Bankruptcy Code. Between the date of this Agreement and the Closing Date, each Seller shall carry on the operation of the System, the Business, the Building and the Acquired Assets in the Ordinary Course of Business and in compliance with Law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the System, the Building, the Business and the Acquired Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of either Seller, maintain supplies at a level which is sufficient to operate the System and the Building in accordance with past practice and maintain the Acquired Assets and the Building in substantially the condition currently existing, normal wear and tear excepted. By way of illustration and not limitation and except as otherwise required by law, neither Seller will, between the date hereof and the Closing Date, directly or indirectly do, or prepare to do, any of the following without the prior written Consent of Buyer (to the extent the following relate to the Building, in the case of Great Southern), (a) sell, lease, transfer or otherwise dispose of, or license, mortgage or otherwise encumber, or give a security interest in or subject to any Encumbrances, any of the Acquired Assets, (b) merge or consolidate Tri States with, or cause Tri States to acquire, or agree to merge or consolidate with or acquire (by merging or consolidating with, or by purchasing a substantial portion of the stock or assets of, or by any other manner), any business or corporation, partnership, joint venture, association or other business organization or division thereof or otherwise change the overall character of the Business in any material way, (c) enter into any Contract other than in the Ordinary Course of Business, (d) abandon, sell, license, transfer, convey, assign, fail to maintain or otherwise dispose of any item of the transferred intellectual property, (e) make any change in any of its present accounting methods and practices, (f) make any new Tax election, or change or revoke any existing Tax election, or settle or compromise any Tax liability or file any income Tax Return prior to the last day (including extensions) prescribed by Law, in the case of Tri States material to the Business, financial condition or results of operations of Tri States, and, in the case of Great Southern, material to the operations or financial condition of the Building, (g) engage in any transactions with any Related Person which would survive Closing, (h) pay, discharge, settle or satisfy any material claims or Liabilities (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the Ordinary Course of Business or in accordance with their terms, of Liabilities reflected or reserved against in the Financial Statements (or the notes thereto), or not required by GAAP to be so reflected or reserved, or incurred since December 31, 2012 in the Ordinary Course of Business, or required to obtain a release of satisfaction of any Encumbrance or Liability affecting the Acquired Assets or the Building; or waive any material benefits of, or agree to modify any material confidentiality, standstill, non-solicitation or similar agreement with respect to the Business to which either Seller or any of its Affiliates is a party, (i) engage in any activity with the purpose or intent of (A) accelerating the collection of accounts receivable or (B) delaying the payment of the accounts payable, (j) enter into commitments for new capital expenditures in excess of \$25,000 in the aggregate, (k) in the case of Tri States, (A) create or issue or grant an option or other right to subscribe, purchase or redeem any of its securities or other equity interests (other than with Buyer) and/or

(B) adopt a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or dissolution, merger, consolidation, restructuring, recapitalization or reorganization, (l) enter into, amend in any material respect, terminate, or take any action or omit to take any action which causes a breach or default by Tri States under, any Assumed Contract; or (m) enter into any agreement (conditional or otherwise) to do any of the foregoing.

7.7 No Transfer at Odds with Law. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to require the conveyance, assignment or transfer of the Building or any Acquired Asset or Assumed Liability that by operation of applicable Law cannot be conveyed, assigned, transferred or assumed. Each Party shall continue to use reasonable best efforts to obtain at the earliest practicable date all unobtained Consents or approvals required to be obtained by it in connection with the transfer of the Building or the Acquired Assets or Assumed Liabilities or performance of any Transaction Document. If and when any such Consents or approvals shall be obtained, then each Seller shall promptly, and hereby does, assign its rights thereunder to Buyer without payment of consideration and Buyer shall, and hereby does, without the payment of any consideration therefor, (i) assume such rights and/or obligations or (ii) perform (or agree to perform) under such Transaction Document, as applicable. Each Party shall execute such good and sufficient instruments as may be necessary to evidence such assignment and assumption. The entire beneficial interest in and to, and the risk of loss with respect to, the Building and the Acquired Assets and Assumed Liabilities shall, regardless of when legal title thereto shall be transferred to Buyer, pass to Buyer at Closing as of the Effective Time, and Sellers shall, without consideration therefor, pay, assign and remit to Buyer all monies, rights and other consideration received in respect of such performance. To the extent permitted by Law, Sellers shall exercise or exploit their rights in respect of the Building or such Acquired Assets and Assumed Liabilities only as directed by Buyer.

7.8 Release of Encumbrances. Each Seller promptly shall take such actions as shall reasonably be requested by Buyer to secure the release of all Encumbrances relating to the Building or the Acquired Assets, in each case in substance and form reasonably satisfactory to Buyer and its counsel.

7.9 Tax Covenants.

(a) Each Seller shall pay all Taxes of such Seller, the System, the Building and the Acquired Assets for any Tax year or period (or portion thereof) ending at or before the Closing. For the purposes of this Section 7.9(a), the portion of such personal property or similar ad valorem Tax that relates to the Tax period ending as of the Closing shall be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which is the number of days in the Tax period ending as of the Closing and the denominator of which is the number of days in the entire Tax period. For purpose of this Section 7.9(a), the portion of all other Taxes that relates to the Tax period ending as of the Closing shall be determined on the basis of an interim closing of the books.

(b) Each Party agrees to furnish or cause to be furnished to the other Party, upon request, as promptly as practical, such information (including reasonable access to books and records, Tax Returns and Tax filings) and assistance as is reasonably necessary for the filing of any Tax Return, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or Proceeding relating to any Tax matter. The Parties shall cooperate with each other in the conduct of any Tax audit or other Tax Proceedings and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 7.9(b).

7.10 Termination of Intercompany Obligations. As of or prior to the Closing, Tri States shall, and shall cause its Affiliates to, settle all intercompany accounts payable and accounts receivable between and among such Persons.

7.11 Bankruptcy Filings. Promptly (and in any event within five Business Days) following the date hereof, Tri States shall (i) withdraw its motion to dismiss any and all bankruptcy proceedings with respect to Tri States and (ii) file appropriate pleadings with the appropriate bankruptcy court to allow Buyer to purchase the Acquired Assets pursuant to Section 363 of the Bankruptcy Code, including without limitation a motion (the "Sale Motion") requesting the Approval Order pursuant to Section 363 of the Bankruptcy Code, the contents of which shall be approved by Buyer and Great Southern in their respective reasonable discretion. Tri States shall not file any pleadings with the Bankruptcy Court in connection with this Agreement or the transactions contemplated hereby without the prior written approval of both Buyer and Great Southern, including without limitation any Sale Motion or Approval Order with respect to this Agreement or the transactions contemplated hereby, and shall use best efforts to obtain approval for sale of the Acquired Assets to Buyer within 30 days of the date hereof (or within such other time period as shall be agreed in writing by Buyer and Tri States).

7.12 Approval Order.

(a) Prior to the Closing, and subject to the provisions of this Agreement, Sellers and Buyer shall use their reasonable best efforts to obtain entry of an approval order (the "Approval Order") by the Bankruptcy Court pursuant to Sections 363 and 365 of the Bankruptcy Code, which shall contain, among other provisions reasonably requested by Buyer, the following provisions (it being understood that certain of such provisions may be contained in either the findings of fact or conclusions of law to be made by the Bankruptcy Court as part of the Approval Order): (i) the transfers of the Acquired Assets by Tri States to Buyer (A) are or will be legal, valid and effective transfers of the Acquired Assets, (B) vest or will vest Buyer with all right, title and interest of Tri States in and to the Acquired Assets free and clear of all "Liens" and "Claims" (as defined in Section 101 of the Bankruptcy Code) pursuant to Section 363(f) of the Bankruptcy Code (other than Liens created by Buyer) whatsoever known or unknown, fixed, liquidated, contingent or otherwise, including, but not limited to, any of Tri States' creditors, vendors, suppliers, employees or lessors and any other person that is the holder of one of the Claims (collectively "Claimants") and that Buyer shall not be liable in any way (as successor entity or otherwise) for any Claims that any of the Claimants or any other third party may have against Tri States, the business of Tri States, and/or the the Acquired Assets and permanently enjoins and restrains the assertion and prosecution of any Claims by Claimants or any other third party against Buyer, Buyer's Affiliates, designees and/or assigns and the ownership, use and operation of the Acquired Assets; and (C) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the State of Missouri; (ii) all Persons are enjoined from taking any action against Buyer, Buyer's Affiliates (as they existed immediately prior to the Closing) or Tri States to recover any claim which such Person has solely against Tri States or any of Tri States' Affiliates (as they existed immediately following the Closing); (iii) the Bankruptcy Court retains exclusive jurisdiction to interpret, construe and enforce the provisions of this Agreement and the Approval Order in all respects, provided that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause (iii) or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court or Governmental Authority having competent jurisdiction with respect to any such matter; (iv) the provisions of the Approval Order are nonseverable and mutually dependent; (v) the transactions contemplated by this Agreement are undertaken by Buyer and Sellers at arm's length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code; (vi) a determination that not selling the Acquired Assets free and clear of Liens and Claims would impact adversely on Tri States' bankruptcy estate; (vii) a determination that a sale of the Acquired Assets other than one free and clear of Liens and Claims would be of substantially less benefit to the estate of Tri States; (viii) Tri States may assign and transfer to Buyer all of Tri States' right, title and interest (including common law rights) to all of their intangible property; (ix) provides for the retention of jurisdiction by the Bankruptcy Court to resolve any and all disputes that may arise under this Agreement as between Sellers and Buyer, and further to hear and determine any and all disputes between Sellers and/or Buyer, as the case may be, and any non-Seller's claims

arising under any agreements relating to Excluded Liabilities; and (x) provides for the waiver of so-called "bulk-sale" laws in all necessary jurisdictions; provided that notwithstanding any of the foregoing, nothing herein is intended to limit or otherwise constrain the jurisdiction of the MoPSC to approve any purchase of the Acquired Assets and the Business and/or the jurisdiction of a court of competent jurisdiction to hear and resolve any dispute regarding this Agreement related to the sale of the Building.

(b) If the Approval Order or any other orders of the Bankruptcy Court relating to this Agreement shall be appealed by any Person or Governmental Authority (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Sellers agree to take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and Buyer agrees to cooperate in such efforts. Each Party hereto agrees to use its reasonable best efforts to obtain an expedited resolution of such appeal, provided that nothing herein shall preclude the Parties hereto from consummating the transactions contemplated herein if the Approval Order shall have been entered and has not been stayed and Buyer has waived in writing the requirement that the Approval Order be a Final Order, in which event Buyer shall be able to assert the benefits of Section 363(m) of the Bankruptcy Code, as a consequence of which such appeal shall become moot.

(c) Sellers shall cooperate reasonably with Buyer and its representatives in connection with the Approval Order and the related bankruptcy proceedings. Such cooperation shall include, but not be limited to, consulting with Buyer at Buyer's reasonable request concerning the status of such proceedings and providing Buyer with copies of requested pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable in connection with any submission thereof to the Bankruptcy Court. Sellers further covenant and agree that the terms of any plan submitted by Sellers to the Bankruptcy Court for confirmation shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement and the rights of Buyer hereunder, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement including, without limitation, any transaction that is contemplated by or approved pursuant to the Approval Order.

ARTICLE 8 Indemnification

8.1 Survival of Representations and Warranties and Covenants. All of the representations and warranties made by either Seller in this Agreement, its Schedules, or any certificates or documents delivered hereunder shall survive the Closing Date and consummation of the Contemplated Transactions for a period of three (3) years; provided, however, that the representations and warranties contained in Sections 3.1, 3.2, 3.3, 3.5, 3.6, 3.7, 3.9, 3.18, 4.1, and 4.2 shall survive indefinitely.

8.2 Indemnification By Great Southern. Great Southern hereby agrees to fully pay, protect, defend, indemnify and hold harmless Buyer and its successors and assigns, from any and all Damages incurred by any of them arising out of, resulting from, relating to or caused by (i) any inaccuracy in or breach of any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Great Southern or (ii) transaction costs and expenses incurred by or on behalf of Great Southern in connection with this Agreement or the Contemplated Transactions.

8.3 Indemnification By Buyer. Buyer hereby agrees to fully pay, protect, defend, indemnify and hold harmless Sellers and their respective successors and assigns, from any and all Damages incurred by any of them arising out of, resulting from, relating to or caused by (i) any inaccuracy in or breach of any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other Transaction Document by, Buyer or (ii) transaction costs and expenses incurred by or on behalf of Buyer in connection with this Agreement or the Contemplated Transactions.

8.4 Notice of Claim. In the event that any Party seeks indemnification on behalf of an Indemnified Person, such Party seeking indemnification (the "Indemnified Party") shall give reasonably prompt written notice to the indemnifying Party (the "Indemnifying Party") specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; provided, however, that the right of a person or entity to be indemnified hereunder shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Subject to the terms hereof, the Indemnifying Party shall pay the amount of any valid claim not more than 10 days after the Indemnified Party provides notice to the Indemnifying Party of such amount.

8.5 Right to Contest Claims of Third Persons. If an Indemnified Party is entitled to indemnification hereunder because of a claim asserted by any Third Person, the Indemnified Party shall give the Indemnifying Party reasonably prompt notice thereof after such assertion is actually known to the Indemnified Party; provided, however, that the right of a Person to be indemnified hereunder in respect of claims made by a Third Person shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Buyer shall have the right, upon written notice to Sellers, to investigate, contest or settle the Third Person Claim. Each Seller may thereafter participate in (but not control) the defense of any such Third Person Claim with its own counsel at its own expense. If either Seller thereafter seeks to question the manner in which Buyer defended such Third Person Claim or the amount or nature of any such settlement, such Seller shall have the burden to prove by clear and convincing evidence that conduct of Buyer in the defense and/or settlement of such Third Person Claim constituted gross negligence or willful misconduct. The Parties shall make available to each other all relevant information in their possession relating to any such Third Person Claim and shall cooperate in the defense thereof, provided that Buyer shall control the defense thereof. Promptly (and in any event within 10 days) following the resolution of any Third Person Claim, the applicable Seller shall pay to Buyer any amount to which Buyer is entitled pursuant to this Article 8 with respect to such Third Person Claim.

8.6 Certain Indemnification Matters.

(a) Notwithstanding anything contained herein or elsewhere to the contrary, all "material" and "Material Adverse Effect" or similar materiality type qualifications contained in the representations and warranties set forth in this Agreement shall be ignored and not given any effect for purposes of the indemnification provisions hereof, including, without limitation, for purposes of determining whether or not a breach of a representation or warranty has occurred and/or determining the amount of any Damages.

(b) No information or knowledge acquired, or investigations conducted, by Buyer or its representatives, of either Seller, the Acquired Assets, the Building or the System or otherwise shall in any way limit, or constitute a waiver of, or a defense to, any claim for indemnification by any Indemnified Persons under this Agreement.

**ARTICLE 9
Termination**

9.1 Termination. This Agreement may be terminated at any time prior to the Closing only (a) by mutual written Consent of Sellers and Buyer, (b) by Sellers or Buyer upon written notice to the other, if the Closing shall not have occurred on or prior to July 31, 2013 (or, if the conditions set forth in each of Section 6.1(f) or 6.1(g) has not been satisfied on or prior to July 31, 2013, if the Closing shall not have occurred on or prior to August 31, 2013); provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any Party whose breach under this Agreement has caused or resulted in the failure of the Closing to occur on or before such date, (c) by Buyer, if Buyer is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there

has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of either Seller and such Seller has not cured such breach within ten (10) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (d) by Buyer, if, at any time before Closing, Buyer is not satisfied with the results of its due diligence review of the System and the Acquired Assets, (e) by either Seller if such Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of Buyer and Buyer has not cured such breach within five (5) Business Days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured), (f) by Sellers or Buyer upon written notice to the other, if any court of competent jurisdiction or other competent Governmental Entity shall have issued a statute, rule, regulation, Order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions, and such statute, rule, regulation, Order, decree or injunction or other action shall have become final and non-appealable, (g) by Buyer or Great Southern, if all regulatory approvals necessary to close the Contemplated Transactions have not been obtained within 270 days of the date hereof, (h) by Buyer if any Material Adverse Effect shall have occurred, (i) by Buyer if the Bankruptcy Court approves an offer from a Person other than Buyer, (j) by Buyer if the Bankruptcy Court has not approved the Approval Order (with only such modifications acceptable to the Buyer in its reasonable discretion) within 45 days after the Sale Motion is filed with the Bankruptcy Court, or (k) by Sellers or Buyer, at any time after the date which is 30 days following the date hereof, in the event that the Parties have not agreed on the content of each of Schedule 3.4(b), Schedule 4.3, Exhibit 2 and Exhibit 3 hereto.

9.2 Effect of Termination. The right of each Party to terminate this Agreement under Section 9.1 is in addition to any other rights such Party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement will terminate, except that the obligations set forth in Section 7.1(b) ("Confidentiality"), Section 7.2 ("Publicity; Announcements"), this Section 9.2 ("Effect of Termination") or Article 10 ("General Provisions") will survive; provided, however, that if this Agreement is terminated by a Party because of the breach of the Agreement by another Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired. In the event that the Building or the Acquired Assets (or any of them) shall be sold to any Person other than Buyer as part of or in connection with the bankruptcy procedures pertaining to the sale of the Building and the Acquired Assets, promptly (and in any event within 5 Business Days) following receipt of an invoice therefore, Tri States shall reimburse Buyer for its fees, costs and expenses, including reasonable attorneys' fees, related to this Agreement and the transactions contemplated hereby (including with respect to the letter of intent related hereto).

ARTICLE 10 General Provisions

10.1 Amendment and Modification. No amendment, modification or supplement of any provision of this Agreement will be effective unless the same is in writing and is signed by the Parties.

10.2 Assignments. Neither Seller may assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Buyer. Buyer may not assign its rights and obligations under this Agreement to any third party, without the prior written Consent of Sellers, but may assign its rights and obligations under this Agreement to any Related Person or successor in interest without the Consent of Sellers. Subject to this Section 10.2, all provisions of this Agreement are binding upon, inure

to the benefit of and are enforceable by or against the Parties hereto and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

10.3 Captions; Construction. Captions contained in this Agreement and any table of contents preceding this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

10.4 Counterparts; Facsimile. This Agreement may be executed by the Parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties hereto notwithstanding that all the Parties hereto are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by e-mail, facsimile machine or telecopier is to be treated as an original document.

10.5 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties hereto, whether oral or written, executed by the Parties pertaining to the subject matter hereof. All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

10.6 Governing Law. This Agreement and the rights and obligations of the Parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Missouri applicable to Contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

10.7 Legal Fees, Costs. Except as provided herein, all legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement and the Contemplated Transactions are to be paid by the Party incurring such costs and expenses.

10.8 Notices. All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person or by e-mail, (ii) three (3) Business Days after deposited in the United States mail, first class postage prepaid, or (iii) in the case of telegraph or overnight courier services, one (1) Business Day after delivery to the telegraph company or overnight courier service with payment provided, in each case addressed as follows:

(a) if to Tri States, (i) to Tri States Utility, Inc., c/o Lisa Baker, Cole & Associates, lbaker@colestl.com (but notice to this email address shall be effective only if a confirmation of reception has been transmitted), (A) 401 South 18th Street, Suite 200 St. Louis, MO 63103 if after July 4, 2013 or (B) 10777 Sunset Office Drive, Suite 10, St. Louis, MO 63127 if before July 5, 2013 and (ii) with a copy to David P. Eron, Eron Law, P.A., 229 E. William, Suite 100, Wichita, KS, 67202, david@eronlaw.net,

(b) if to Great Southern, (i) to Great Southern Bank, 1451 E. Battlefield Road, Springfield, MO 65804, Attn: Levi Paterson (LPaterson@greatsouthernbank.com) and (ii) with a copy to Sandberg, Phoenix & von Gontard, 600 Washington – 15th Floor, St. Louis, MO 63101, Attn: Anthony Soukenik (asoukenik@sandbergphoenix.com),

(c) if to Buyer, (i) to Missouri-American Water Company, 727 Craig Road, St. Louis, Missouri 63141, Attn: Frank Kartmann, President (frank.kartmann@amwater.com), (ii) with a copy to Missouri-American Water Company, 727 Craig Road, St. Louis, Missouri 63141, Attn: Divisional General Counsel

(martin.kerckhoff@amwater.com) and (iii) with a copy to Bryan Cave LLP, 211 N. Broadway, Suite 3600, St. Louis, Missouri 63102, Attn: Ryan S. Davis (rsdavis@bryancave.com),

or to such other address as any Party hereto may designate by notice to the other Parties in accordance with the terms of this Section.

10.9 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of this Agreement or of any other term hereof, which shall remain in full force and effect, for so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party.

10.10 Specific Performance and Injunctive Relief; Remedies. The Parties hereto recognize that if any or all of them fail to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at law may not provide adequate relief to the other Parties hereto. Therefore, in addition to any other remedy provided for in this Agreement or under applicable Law, any Party hereto may demand specific performance of this Agreement, and such Party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time when any of the other Parties hereto fail to comply with any of the provisions of this Agreement applicable to such Party. To the extent permitted by applicable Law, all Parties hereto hereby irrevocably waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to such Party's remedy of specific performance or injunctive relief. Except as otherwise provided herein, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies under Law. Nothing contained herein shall be construed as limiting the Parties' rights to redress for fraud.

10.11 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns (and those Persons entitled to recover under the indemnity provisions hereof), and no other Person (other than those Persons entitled to recover under the indemnity provisions hereof) has any right, title, priority or interest under this Agreement or the existence of this Agreement.

10.12 Waiver of Compliance; Consents. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived by the other Party only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits Consent by or on behalf of any Party hereto, such Consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.12.

10.13 Jurisdiction; Venue; Consent to Service of Process. Each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of (a) the St. Louis County Court in St. Louis, Missouri or, if such court will not accept jurisdiction, the Supreme Court of the State of Missouri or any court of competent civil jurisdiction sitting in St. Louis, Missouri and (b) the Bankruptcy Court. In any action, suit or other Proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other Proceeding is improper. Each of the Parties also hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. Each Party irrevocably consents to service of process in the manner provided for the giving of notices pursuant to Section 10.8. Nothing in this Section 10.13 shall affect the right of any Party to serve process in any other manner permitted under applicable Law.

10.14 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS.

10.15 DISSOLUTION OF TRI STATES. It is understood by all Parties that Tri States intends to dissolve at some point following the Closing. It is further understood that Tri States is presently insolvent. No representation, express or implied, is made concerning the capacity for Tri States to fulfill any of its obligations hereunder following the Closing Date, and the likelihood of Tri States' continuing insolvency and/or dissolution is a risk expressly acknowledged by Buyer and Great Southern. This Agreement shall not personally bind any shareholder, director, officer, employee, or agent of Tri States and/or Great Southern to the terms hereof or the representations made hereunder.

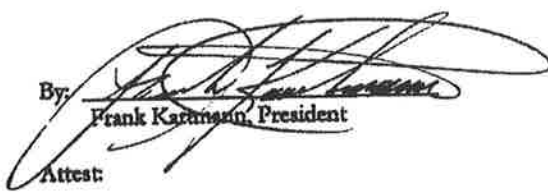
[Remainder of page intentionally left blank; signature page attached.]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first set forth above:

Missouri-American Water Company, a Missouri corporation

Great Southern Bank, a Missouri chartered bank


By:


Frank Karaman, President

By: _____

Attest:

Attest:


VICE PRESIDENT LEGAL
AND CORPORATE SECRETARY

Tri States Utility, Inc., a Missouri corporation

By: _____

Kevin Riggs, Acting President

Attest:

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first set forth above:

Missouri-American Water Company, a Missouri corporation

By: _____
Frank Kartmann, President

Attest:

Great Southern Bank, a Missouri chartered bank

Great Southern Bank
James H. Anderson, Manager

Attest:
James H. Anderson



Tri States Utility, Inc., a Missouri corporation

By: _____
Kevin Riggs, Acting President

Attest:

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first set forth above:

Missouri-American Water Company, a Missouri corporation

Great Southern Bank, a Missouri chartered bank


By: _____
Frank Kattmann, President

By: _____

Attest:

Attest:

Tri State Jelly, Inc., a Missouri corporation

By: 
Kevin Rigg, Acting President

Attest: 

Schedule 2.2(b)
Detailed allocation of purchase price

USOA Account	Item Number	Description	Price
316.000 Total		Supply Mains	\$ 80,000.00
325.000 Total		Electric Pumping Unit	\$ 28,000.00
328.000 Total		Other Pumping Equipment	\$ 15,000.00
	TOTAL	SOURCE OF SUPPLY & PUMPING PLANT	\$ 123,000.00
332.000 Total		Water Treatment Equipment	\$ 14,000.00
	TOTAL	WATER TREATMENT PLANT	\$ 14,000.00
341.000 Total		Structures & Improvements	\$ 1,000.00
342.000 Total		Distribution Reservoirs & Standpipes	\$ 248,000.00
343.000 Total		Transmission & Distribution Mains	\$ 580,000.00
345.000 Total		Services	\$ 87,000.00
346.000 Total		Meters	\$ 368,000.00
348.000 Total		Hydrants	\$ 14,000.00
349.000 Total		Other Transmission & Distribution	\$ 6,000.00
	TOTAL	TRANSMISSION & DISTRIBUTION PLANT	\$ 1,284,000.00
389.000		Land & Land Rights	\$ 500.00
390.000		Structures & Improvements	\$ 14,000.00
391.000 Total		Office Furniture & Equipment	\$ 58,000.00
392.000		Transportation Equipment (other than vehicles)	\$ 3,000.00
394.000 Total		Tools, Shop, Garage Equipment	\$ 20,000.00
396.000 Total		Power Operated Equipment	\$ 2,000.00
397.000 Total		Communication Equipment	\$ 9,500.00
399.000 Total		Other Tangible Plant	\$ 500.00
	TOTAL	GENERAL PLANT	\$ 107,500.00
392.000		John Deere 310SJ Wheel Loader Backhoe	\$ 42,000.00
392.000		2008 Ford F-150, VIN 1FTRX14W78FC11664	\$ 9,675.00
392.000		2008 Ford F-150, VIN 1FTRF12278KD94591	\$ 9,500.00
392.000		2002 Ford pickup, VIN 1FTRF17212NB78542	\$ 4,350.00
392.000		2006 Ford pickup, VIN 1FTNF21566ED96750	\$ 5,975.00
	TOTAL	SPECIFIC VEHICLES	\$ 71,500.00
		Tri States Real Property	\$ 500,000.00
		Building	\$ 1,300,000.00
GRAND TOTAL			\$ 3,400,000.00
		Assumed Contracts (consideration consists of cash identified in Adjustment Amount and obligations undertaken from Assumed Liabilities.)	N/A

Schedule 2.3(a)
List of Assumed Liabilities, Contracts, and Leases

1. **Security Deposits:** Buyer shall assume all obligations concerning customer security deposits paid to Tri States. Buyer shall retain the customer security deposits deposit account as specified in the Acquired Assets, the balance in said account to equal all unrefunded or unapplied security deposits.
2. **Ad Valorem Taxes:** Buyer shall assume the obligations to pay all ad valorem personal property and real estate taxes and assessments not yet due and payable as of the Closing. The pro rata share of such taxes and assessments shall reduce the amount payable to the applicable Seller and shall be specified in more detail on Exhibit 3 and/or the closing statement issued by the applicable title company handling the Closing.
3. **Printer Lease:** Buyer shall assume all rights and duties of Tri States under that certain lease dated September 8, 2012 between Tri States and Corporate Business Systems for the Kyocera 6530 printer.
4. **Payroll Liabilities:** Buyer shall assume the obligations of Tri States to pay all payroll and associated payroll taxes and liabilities not yet due and payable as of the Closing, which shall be limited to the liabilities accrued during the pay period in which the Closing Date occurs. The portion of such payroll, taxes, and liabilities accruing prior to the Closing Date shall reduce the amount payable to Tri States and shall be specified in more detail on Exhibit 3 and/or the closing statement issued by the applicable title company handling the Closing.
5. **Customer Contracts:** Buyer shall assume all rights and duties of Tri States concerning the provision of water to its customers. See attached spreadsheet.
6. **Building Lease:** Buyer shall assume all rights and duties of both Tri States and Great Southern concerning the lease of the Building by Great Southern to Tri States. Upon Closing, Buyer shall be both lessor and lessee and by doctrine of merger, the lease will be terminated.

Schedule 3.2(d)

List of required consents, approvals, filings, and notices.

1. Approval Order from the United States Bankruptcy Court for the District of Kansas in Case No. 13-20358.
2. Approval of the MoPSC for Buyer to acquire the System.
3. Approval of Corporate Business Systems for the assumption by Buyer of that certain lease dated September 8, 2012 for the Kyocera 6530 printer.

Schedule 3.4(a)
List of all Real Property

1. Tri States' Real Property

Tract 1: A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 3, Township 22 North, Range 22 West, Taney County, Missouri, described as follows: Commencing at the Northeast corner of said Southwest Quarter of the Northwest Quarter of Section 3; thence South 00 degrees 50'34" West along the East line of said Southwest Quarter of the Northwest Quarter 559.83 feet to an existing rebar; thence North 89 degrees 09'26" West, 220.46 feet to a set rebar, being the point of beginning; thence continuing North 89 degrees 09'26" West 100.00 feet to a set rebar; thence North 06 degrees 18'47" West, 42.66 feet to a set rebar on the Easterly R/W line of an Eighty (80) foot roadway; thence along said R/W line along a segment of a curve left, having a tangent bearing of North 58 degrees 57'52" East, a radius of 280.67 feet, a distance of 53.38 feet; thence along a segment of a curve left, having a tangent bearing of North 48 degrees 04'02" East, a radius of 575.89 feet, a distance of 46.65 feet, thence leave said R/W line South 14 degrees 43'44" East, 111.78 feet to the point of beginning. Together with ingress and egress over and across an Eighty (80) foot roadway to Highway 265 as now located.

Tract 2: A survey of a tract of land situated in part of the NW1/4 of the SE1/4, Section 10, Township 22 North, Range 22 West, Taney County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of the NW1/4 of the SE1/4 said Section 10, thence N 89 degrees 38'21" W, 75.00 feet to the Point of Beginning; thence continuing N 89 degrees 38'21" W, 125.00 feet to a set pin; thence S 25 degrees 37'52" W, 192.68 feet to a set pin; thence S 89 degrees 38'21" E, 125.00 feet to a set iron pin; thence N 25 degrees 37'52" E, 192.68 feet to the Point of Beginning.

Tract 3: A tract of land to be used for a 75 foot by 20 foot road easement, being 75 feet East and West and 20 feet North and South, and more particularly described as follows: Beginning at the NE corner of the NW1/4 of the SE1/4 of Section 10, Township 22, Range 22, Taney County, Missouri; thence N 89 degrees 38'21" W, to a point; thence S 25 degrees 37'52" W, 20 feet to a point; thence move East to the section line and thence North along the said section line to the point of beginning.

2. The Building

A PORTION OF TRACT SIX (6) OF TERRACE PARKWAY, A RECORDED SUBDIVISION IN TANEY COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 6; THENCE S 81°21'20" E, 211.70 FEET ALONG THE SOUTH LINE OF SAID TRACT 6 TO THE TRUE POINT OF BEGINNING; THENCE N 10°22'40" E, 205.35 FEET TO THE NORTHERLY LINE OF SAID TRACT 6; THENCE EASTERLY ALONG SAID NORTHERLY LINE 263.26 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 709.87 FEET, THROUGH A CENTRAL ANGLE OF 42°24'40"; THENCE S 32°02'00" E, 205.57 FEET TO THE SOUTHERLY LINE OF SAID TRACT 6; THENCE WESTERLY ALONG SAID SOUTHERLY LINE 389.53 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 914.87 FEET THROUGH A CENTRAL ANGLE OF 40°42'10"; THENCE N 81°21'20" W, 27.29 FEET ALONG SAID SOUTHERLY LINE TO THE TRUE POINT OF BEGINNING.

Schedule 3.4(b)

List of leases, covenants, other Encumbrances against the Acquired Assets

[To be completed within 30 days following execution of APA to which attached.]

Schedule 3.5(a)
Listing of all personal property

Unless identified as an Excluded Asset, all of the Acquired Assets other than real property, including but not limited to the personal property items described on the attached 2012 depreciation schedule, which is current through the date stated thereon, and has been redacted to eliminate items no longer in service. The attachment may include property that qualifies as real property. It does not include the following items, which are also items of personal property:

<u>Date</u>	<u>Category</u>	<u>Description</u>	<u>Cost</u>
11-07-2011	311.000	Radiant heater – well 4	\$236.55
02-10-2012	390.000	Chain link 10' – gas tank security	\$509.19
10-12-2012	391.000	Barcode scanner	\$395.00

Schedule 3.5(b):
List of personal property is in the possession of others

None.

Schedule 3.8(a)
List of all Contracts related to the System

1. **Customer Contracts:** See attached spreadsheet.
2. **City of Branson Sewer Collection Contract:** Sewer Billing Service Agreement dated November 26, 2012 by and between Tri States and the City of Branson.
3. **Printer Lease:** Lease dated September 8, 2012 between Tri States and Corporate Business Systems for the Kyocera 6530 printer.
4. **Postage Contract:** MailFinance Lease Agreement dated July 15, 2010 between Tri States, MailFinance, Inc., and Neopost USA, Inc. for the postage meter and related software.
5. **Credit Card Processing:** TransFirst merchant services credit card processing.
6. **Shop Lease:** Commercial Lease dated June 23, 2011, and extended on July 15, 2012, between Tri States and Furman Properties L.L.C. for the lease of real property located at 201 Silver Lane, Branson, MO 65616.
7. **Lawn Mowing Contract:** Oral contract with John Padgett, who receives \$80 a week for the lawn mowing.
8. **Cell Phone:** Contract with Verizon Wireless for the provision of cell phone services, account number 486118073-0001, which contract expires on October 25, 2013.
9. **Office Cleaning:** Oral contract with Crystal Cleaning for office cleaning. Billed weekly at \$130/week.
10. **IT Services:** Oral contract with Branson Computer for IT services. No set amount of services. Services billed at \$90/hour.
11. **Billing System/Website:** Softwater System provides the billing software for Tri States. The annual maintenance fee is \$1380 and it includes the support, software updates and website hosting. The fee has been paid for this year and there are six months remaining on the contract.
12. **Electric Utilities:** White River Valley Electric Cooperative for 258 Skyline Rd, Well 4 and 201 Silver Ln (Shop). Empire Electric for 300 Terrace Rd (Building) and 2690 N State Hwy 265, Well 5.
13. **Office Phone:** CenturyLink provides phone service for the office (417-334-4189), Well 4 (417-335-6523), Well 5 (417-337-7689). No long term contract.
14. **Long Distance:** MCI provides long distance services for the office. No long-term contract.
15. **Trash:** Waste Management
16. **Gas Utility:** Tri-Lakes Petroleum.

Schedule 3.8(b)
Exceptions to Contracts Representation

None.

Schedule 3.10
List of all Permits used by Tri States

<u>Permits</u>	<u>Expiration Date</u>
Merchant and/or Manufacturers License (Taney County)	12/31/2013
City of Branson Business License	4/30/2014
DNR Permit for Water Supply # 5024601	No Exp
Missouri Retail Sales License	No Exp
DNR DS3- Todd Baer	10/31/2013
DNR D - Todd Baer	4/31/2016
MoPSC Certificates of Convenience and Necessity: Case No. WO-92-257, dated June 23, 1992; Case No. WA-2004-0276, dated January 6, 2004; and Case No. WA-2006-0241 dated April 27, 2006.	No Exp

Schedule 3.11
List of all insurance policies

<u>Provider</u>	<u>Type</u>	<u>Policy</u>
Akers & Arney	Property/Liability	UPP 007000
Akers & Arney	Automobile/Garage	UPA 007000
Amtrust North America	Work Comp	MWC 1002719
Anthem	Health	Group # 00189785-0000

Schedule 3.14

List of notices to Tri States alleging a default, breach or violation of any Laws, Permits, Orders, ordinances, rules and regulations, whether civil or criminal, of any federal, state, local or foreign governmental authority applicable to the System or the Business

None

Schedule 3.15
Current Financial Statements

See attached 2010, 2011, 2012, and March 31, 2013 Financial Statements.

Schedule 3.16

List of insiders having business relationships with Tri States

1. Topeka Lease

J & J Equities, LLC is a Kansas limited liability company that owns 20,000 shares of common stock in Tri States Utility, Inc. J & J Equities, LLC is majority owned by John Brown. John Brown also holds a majority interest 3Bs, LLC. 3Bs LLC leased office space to Tri States located at 3512 SW Fairlawn, Topeka KS 66614.

2. Branson Lease

McB Investments, LLC is a Kansas limited liability company formerly owning 10,000 shares of common stock in Tri States Utility, Inc. Great Southern Bank foreclosed its security interest in this stock in March 2013 and currently holds this stock. Great Southern Bank has been leasing the Building to Tri States since it foreclosed its security interest in the Building. Prior to Great Southern Bank foreclosing its security interest in the Building, the Building was owned by J & J Developments, Inc., which leased the building to Tri States. J & J Developments, Inc. is majority owned by John Brown.

3. Sale of 2003 Ford Explorer

In June 2013, Tri States sold a 2003 Ford Explorer to Tom Kelley. Tom Kelley is the former vice-president of Tri States.

4. Employment of Cole & Associates

Employees of Cole & Associates currently serve as the officers for Tri States. Cole & Associates was previously appointed as the receiver for Tri States. They also have certain financial arrangements with Great Southern Bank.

5. Employment of Former Officers

John Brown is the former president of Tri States and Tom Kelley is the former vice-president of Tri States. Both men were employed as consultants by Great Southern Bank at the time of their resignation to assist with the sale and transition of the Acquired Assets.

6. Lawn Mowing Contract

John Padgett mows the Tri States lawn. He is related to Mary Padgett, a part-time employee at Tri States.

Schedule 3.18
List of finders, brokers, agents or other intermediaries

None.

Schedule 4.3

List of leases, covenants, other Encumbrances against the Building

[To be completed within 30 days following execution of APA to which attached.]

Schedule A
Additional excluded rights, properties and assets

None.

Schedule B
List of "Knowledge Parties"

1. **For Tri States, Inc.**
Kevin Riggs, Acting President
Lisa Baker, Acting Chief Financial Officer
Terry McCullough, Accountant

2. **For Great Southern Bank**
Levi A. Paterson
Kevin L. Baker

3. **For Missouri American Water Company**
Kevin Caveny
Timothy Luft
Frank Kartmann

EXHIBIT 1
Definitions

“Accounting Methodologies” shall mean those accounting methodologies set forth in Exhibit 2. Exhibit 2 shall be prepared and agreed upon by the Parties within 30 days of the execution of the Agreement. In the event of any conflict between GAAP and the Accounting Methodologies, the Accounting Methodologies shall prevail.

“Acquired Assets” means all right, title, and interest in and to all of the assets which are owned or held by Tri States as of the Effective Time that constitute the System or that are used in the operation thereof, including, with respect to the System, all of its (a) Real Property now used and required in the ongoing operation of the System, including the Building, (b) Tangible Personal Property, (c) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future interests therein under the Laws of all jurisdictions, (d) leases, subleases, easements, rights of way, and rights thereunder, (e) all rights of Tri States in and to any indentures, mortgages, instruments, Encumbrances, or guaranties secured for the operation of the System, (f) accounts, notes, and other receivables arising after the Effective Time, (g) claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (h) franchises, approvals, Permits, pending application for Permits and Permit renewals, exemptions from any Permits, licenses, Orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies in each case to the extent assignable or transferable to Buyer, (i) books, data, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, studies, reports, and other printed or written materials related to Tri States’ construction, maintenance, and operation of the System, (j) all of the intangible rights and property, if any, of Tri States utilized in the operation of the System, provided that Acquired Assets shall not include any Excluded Assets, (k) all rights of Tri States in and to the Assumed Contracts, (l) the deposit account containing all customer security deposits paid to Tri States, provided that the balance in such deposit account on the Closing Date shall be equal to the sum of all unrefunded or unapplied customer security deposits received by Tri States through the Closing Date and (m) all accounts receivable or work in progress of Tri States accrued prior to the Effective Time.

“Acquisition Proposal” means any offer or proposal for the acquisition of Tri States, Great Southern, the Building, the Acquired Assets or any portion thereof, whether by way of merger, consolidation or statutory share exchange or the acquisition of shares of capital stock, the acquisition of assets or similar transaction.

“Adjustment Amount” means the amount determined in the manner described on Exhibit 3. Exhibit 3 shall be prepared and agreed upon by the Parties within 30 days of the execution of the Agreement and shall include a reasonable valuation of the accounts receivable and work in progress of Tri States included in the Acquired Assets, valued at a discount rate that will be identified in Exhibit 3. The Adjustment Amount may be a positive or negative number.

“Affiliate” means, with respect to any Person, any Person which, directly or indirectly controls, is controlled by, or is under common control with, such Person.

“Allocation” means a reasonable and supportable allocation of the Purchase Price among the Acquired Assets and the Building in accordance with Code section 1060 and the Treasury regulations thereunder (and any similar provisions of state or local Law, as appropriate).

“Assignment and Assumption Agreement” means an assignment and assumption agreement for all of the Assumed Liabilities substantially in the form of Exhibit 4.

“Bankruptcy Code” means title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court, District of Kansas, having jurisdiction over Tri States and its assets in the Chapter 11 Case.

"Bill of Sale" means a bill of sale for all of the Acquired Assets that are Tangible Personal Property substantially in the form of Exhibit 5.

"Business" means the business of Tri States as the same is conducted by Tri States as of the date hereof and as the same shall be conducted by Tri States as of immediately prior to the Closing.

"Business Day(s)" means any day other than (i) Saturday or Sunday, or (ii) any other day on which governmental offices in the State of Missouri are permitted or required to be closed.

"Chapter 11 Case" means the bankruptcy case commenced by Tri States on or about February 20, 2013 under Chapter 11 of the Bankruptcy Code.

"Cleanup" means investigation, cleanup, removal, containment or other remediation or response actions.

"Closing" means the closing of the Contemplated Transactions.

"Closing Date" means the date on which the Closing actually occurs.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations and other guidance promulgated thereunder.

"Confidential Information" means (i) information not available to the general public concerning the System and financial affairs with respect to a Party hereto or its Affiliates, and (ii) analyses, compilations, forecasts, studies and other documents prepared on the basis of such information by the Parties or their agents, representatives, any Related Person, employees or consultants.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contemplated Transactions" means the transactions contemplated by this Agreement and the Transaction Documents.

"Contract" means any agreement, contract, obligation, legally binding commitment or undertaking (whether written or oral and whether express or implied).

"Damages" means any and all claims, losses and other liabilities, plus reasonable attorneys' fees and expenses, including court costs and expert witness fees and costs, incurred in connection with such claims, losses and other liabilities and/or enforcement of this Agreement.

"Effective Time" means 12:01 a.m. on the Closing Date.

"Encumbrance" means any charge, claim, community property interest, condition, easement, equitable interest, encumbrance, lien, mortgage, option, pledge, security interest, right of first refusal, right of way, servitude or restriction of any kind, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any repayment obligation under any grant, except for ad valorem taxes not yet due and payable and any condition, easement, right of way, servitude, or restriction that exists as of the date of execution of the Agreement, in each case to the extent identified as a "Surviving" Encumbrance on Schedule 3.4(b).

"Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply,

stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental Health and Safety Liabilities" means any cost, damages, expense, liability, obligation or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to (a) any environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products), (b) fines, penalties, judgments, awards, settlements, legal or administrative Proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law, (c) financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any Cleanup required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages, or (d) any other compliance, corrective, investigative or remedial measures required under Environmental Law or Occupational Safety and Health Law. The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, and the United States Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended.

"Environmental Law" means any Law relating to pollution or protection of human health, safety, the environment, natural resources or Law relating to releases or threatened releases of Hazardous Materials into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of Hazardous Materials.

"Excluded Assets" means, except as otherwise specifically provided in the Agreement or any exhibit or schedule thereto, (a) all cash, cash equivalents and short-term investments of Tri States, including all bank accounts, demand accounts, certificates of deposit, time deposits, marketable securities, negotiable instruments and the proceeds of accounts receivable paid prior to the Closing Date, other than deposits and funds included in the Acquired Assets, (b) all intercompany accounts receivable of Tri States and notes for those accounts receivable, including, but not limited to, receivables from John Brown, J & J Developments, Inc., J & J Equities, LLC, McB Investments, LLC, or Bentley Investments of Nevada, LLC, (c) all Contracts to which Tri States is a party, including the Contracts listed on Schedule 3.8, (d) all equity interests owned or held by Tri States, (e) all insurance policies of Tri States and rights thereunder, (f) all causes of action, judgments, claims, reimbursements and demands of whatever nature (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) in favor of Tri States to the extent related to any Excluded Asset, (g) all corporate minute books and stock Records of Tri States and personnel Records and other Records that Tri States is required by Law to retain in its possession, (h) all rights of Tri States under this Agreement and the Transaction Documents, (i) all causes of action arising under Chapter 5 of the Bankruptcy Code, (j) that certain Sewer Billing Service Agreement dated as of November 26, 2012 by and between Tri States and the City of Branson and (k) all rights, properties and assets set forth on Schedule A.

"Final Order" shall mean an order of the Bankruptcy Court, the operation or effect of which has not been stayed, and which is not subject to any pending appeal, request for leave to appeal or request for reconsideration and as to which the time for any such appeal, request for leave to appeal or request for reconsideration has expired.

"Financial Statements" means (i) the unaudited balance sheets of Tri States as of December 31, 2010, 2011 and 2012 and the related unaudited statements of income and cash flows for the twelve (12) month period ended December 31, 2010, 2011 and 2012, respectively, and (ii) the unaudited balance sheet of Tri States as of March 31, 2013 and the related compiled consolidated statements of income and cash flows for the three month period then ended.

"GAAP" means United States generally accepted accounting principles as in effect on the date hereof, applied on a consistent basis.

"Governmental Authority(ies)" means any (a) nation, state, county, city, village, district or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal), (d) multi-national organization or body or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature (including without limitation the Bankruptcy Court).

"Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use of Hazardous Materials in, on, under, about or from the Building or the System or any part thereof into the Environment, and any other act, system, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the System, or that may affect the value of the Building, the System or the Business.

"Hazardous Materials" means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials, but expressly excluding chlorine, fluoride, and any other chemicals and/or materials commonly used in the operation of ground water treatment and/or distribution facilities.

"Improvements" means all buildings, structures, fixtures, building systems and equipment, and all components thereof, including the roof, foundation, load-bearing walls, and other structural elements thereof, heating, ventilation, air conditioning, mechanical, electrical, plumbing, and other building systems, environmental control, remediation, and abatement systems, sewer, storm, and waste water systems, irrigation and other water distribution systems, parking facilities, fire protections, security, and surveillance systems, and telecommunications, computer, wiring, and cable installations, included in the Real Property.

"Indemnified Persons" means Buyer and Buyer's Affiliates and the past, present and future officers, directors, shareholders, partners, employees, agents, attorneys, representatives, successors and assigns of each of them in their capacities as such.

"Intangible Assignments" means the assignments of all of the Acquired Assets which are intangible personal property substantially in the form of Exhibit 6.

"Knowledge" means (i) the actual knowledge of a particular fact by any of the Persons listed on Schedule B (each, a "Knowledge Party"), and (ii) knowledge that would have been acquired by any Knowledge Party acting reasonably and diligently in the performance of such person's role with and duties to Tri States. The words "know," "knowing" and "known" shall be construed accordingly.

"Law(s)" means any law, rule, regulation or ordinance of any federal, foreign, state or local Governmental Authority or other provisions having the force or effect of law, including all judicial or administrative Orders and determinations, and all common law.

"Liability" or "Liabilities" means any liability, indebtedness or obligation of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of a Person.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, Liabilities (contingent or otherwise), operations or condition (financial or otherwise) of the System, the Building, the Business and the Acquired Assets, taken as a whole; provided, however, that "Material Adverse Effect" shall not include (i) any changes resulting from general business or economic conditions, including such conditions related to the industry in which the System is operated, which do not specifically relate to the System or the Building and which are not disproportionately adverse to the System than to other businesses being operated in the industries in which the System operates, or (ii) an action or ruling of MoPSC, its staff and/or the Office of General Counsel, other than a non-appealable denial of authority of Buyer to acquire the System, or (b) the ability of either Seller to consummate the Contemplated Transactions.

"MoPSC" means the Missouri Public Service Commission.

"Occupational Safety and Health Law" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

"Ordinary Course of Business" means, with respect to the System and the Business, only the ordinary course of commercial operations customarily engaged in by the System and the Business consistent with past practices, and specifically does not include (a) activity (i) involving the purchase or sale of the Building or the System or the Business or any product line or business unit thereof, or (ii) that requires approval by the board of directors or shareholders (or other governing persons or equity holders) of either Seller or any of either of their Affiliates, or (b) the incurrence of any Liability for any tort or any breach or violation of or default under any Contract or Law, except to the extent such Liability is released or otherwise satisfied or dismissed through the Chapter 11 Case, the State Court Action, and/or the Closing.

"Permit" means any approval, Consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, cooperative, estate, trust, association, organization, labor union or other entity or Governmental Authority.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase Price" means \$3,400,000, plus the Adjustment Amount.

"Real Property" means those parcels of real property and those easements or any right-of-way used in the operation of the System, including the Building, together with all fixtures, fittings, buildings, structures and other Improvements erected therein or thereon.

"Records" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Related Person" means: (a) with respect to a particular individual, (i) each other member of such individual's Family, (ii) any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family, (iii) any Person in which such individual or members of such

individual's Family hold (individually or in the aggregate) a Material Interest; and (iv) any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity) and (b) with respect to a specified Person other than an individual, (i) any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person, (ii) any Person that holds a Material Interest in such specified Person, (iii) each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity), (iv) any Person in which such specified Person holds a Material Interest, (v) any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity) and (vi) any Related Person of any individual described in clause (ii) or (iii). For purposes of this definition, (x) the "Family" of an individual includes (A) the individual, (B) the individual's spouse, (C) any other natural person who is related to the individual or the individual's spouse within the second degree, and (D) any other natural person who resides with such individual; and (y) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

"Release" means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping or other releasing into the Environment, whether intentional or unintentional, except for such activities as are Ordinary Course of Business for the Business, such activities not to include any unlawful activity.

"State Court Action" means the court proceeding on its note and to appoint a receiver filed by Great Southern against Tri States in the Missouri Circuit Court in Greene County, Missouri, and given Docket No. 1331-CC00 215.

"Statement" means a statement setting forth Buyer's determination and calculation, as of the Closing Date, of the Adjustment Amount, setting forth in reasonable detail the respective components and calculations thereof and prepared in good faith and in accordance with GAAP and the Accounting Methodologies.

"Tangible Personal Property" means all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies (including chemicals and spare parts), materials, vehicles and other items of tangible personal property of every kind owned or leased by Tri States (wherever located and whether or not carried on Tri States' books), together with any express or implied warranty by the manufacturers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto.

"Tax" or "Taxes" means all taxes, charges, withholdings, fees, duties, levies, or other like assessments including, without limitation, income, gross receipts, ad valorem, value added, excise, property, sales, employment, withholding, social security, Pension Benefit Guaranty Corporation premium, environmental (under Section 59A of the Code) occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, windfall profits, severance, customs, import, export, employment or similar taxes, charges, fees, levies or other assessments, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or any other basis, and shall include any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to, or incurred in connection with any such Tax or any contest or dispute thereof, and including any Liability for the Taxes of another Person under Treasury Regulation section 1.1502-6 (or any similar provisions of state, local, or foreign Law), as transferee or successor, by Contract or otherwise.

"Tax Return" or "Tax Returns" means any return, declaration, report, claim for refund, or information return or statement relating to, or required to be filed in connection with any Taxes, including any schedule or attachment thereto and including any amendment thereof.

"Third Person" means a claimant other than an indemnified person hereunder.

"Third Person Claim" means a claim alleged by a Third Person.

"Transaction Documents" means this Agreement, the Bill of Sale, the Intangible Assignments and all other documents, certificates, assignments and agreements executed and/or delivered in connection with this Agreement in order to consummate the Contemplated Transactions, as the same may be amended, restated, modified or otherwise replaced from time to time.

Rules of Construction

For purposes of this Agreement and the other documents executed in connection herewith, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive; (iv) the terms "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Schedules and Exhibits hereto) and not to any particular provision of this Agreement; (v) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations as well as all rules and regulations promulgated thereunder, unless the context otherwise requires; (vi) all references in this Agreement or in the Schedules to this Agreement to sections, schedules, exhibits and attachments shall refer to the corresponding sections, schedules, exhibits and attachments of or to this Agreement; and (vii) all references to any instruments or agreements, including references to any of the documents executed in connection herewith, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

Exhibit 2

Accounting Methodologies

[To be completed within 30 days following execution of APA to which attached.]

Exhibit 3

Adjustment Amount

[To be completed within 30 days following execution of APA to which attached.]

Exhibit 4

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of _____, 2013 by and between **Great Southern Bank**, a Missouri chartered bank ("Assignor"), and **Missouri-American Water Company**, a Missouri corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 10, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, (i) Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Building and a lease thereof by Tri States Utility, Inc. (the "Building Lease"), and (ii) Assignee has agreed to assume the Building Lease, as Lessor.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment and Assumption. Effective as of the Effective Time, Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, the Building Lease. Assignee hereby accepts the Assignment and assumes and agrees that to the extent the Building Lease does not terminate as of the Effective Time by reason of the Assignee contemporaneously assuming the tenant's interests under the Building Lease, Assignee shall either (i) observe and perform all of the duties, obligations, terms, provisions and covenants, and pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing Date, in connection with the Building Lease, or (ii) lawfully and fully terminate the Building Lease as of the Effective Time.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Building Lease, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer

Exhibit 4

and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. Counterparts. This Assignment and Assumption Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment and Assumption Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of Missouri, without reference to its choice of law rules.

[Remainder of page intentionally left blank; signature page attached.]

Exhibit 4

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

“Assignor”

GREAT SOUTHERN BANK

By: _____

Name:

Title:

“Assignee”

MISSOURI-AMERICAN WATER COMPANY

By: _____

Name:

Title:

Exhibit 4

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is made and entered into as of _____, 2013 by and between **Tri States Utility, Inc.**, a Missouri corporation ("Assignor"), and **Missouri-American Water Company**, a Missouri corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 10, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, (i) Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Acquired Assets, and (ii) Assignee has agreed to assume and discharge, when and as due, only the Assumed Liabilities, consisting solely of those liabilities described on Exhibit A hereto.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment and Assumption. Effective as of the Effective Time, Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, and all of Assignor's burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Closing Date, in connection with the Assumed Liabilities. Assignee hereby assumes no Excluded Liabilities nor any other liabilities other than the Assumed Liabilities.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more

effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

5. Counterparts. This Assignment and Assumption Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment and Assumption Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of Missouri, without reference to its choice of law rules.

[Remainder of page intentionally left blank; signature page attached.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

“Assignor”

TRI STATES UTILITY, INC.

By: _____

Name:

Title:

“Assignee”

MISSOURI-AMERICAN WATER COMPANY

By: _____

Name:

Title:

EXHIBIT A

ASSUMED LIABILITIES

All Liabilities arising out of, resulting from or relating to the Assumed Contracts as defined on Schedule 2.3(a) to the Purchase Agreement, but only to the extent such Liabilities (A) are to be performed after the Effective Time, (B) do not arise as a consequence of any breach or default prior to the Effective Time, and (C) are accompanied by a correlated duty of performance or payment on the part of the other party(s) thereto.

Exhibit 5

BILL OF SALE

1 Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement, dated as of June 10, 2013 (as amended, the "Purchase Agreement"), by and among Tri States Utility, Inc., a Missouri corporation ("Assignor"), and Missouri-American Water Company, a Missouri corporation ("Assignee"), Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, effective as of the Effective Time, all of Assignor's right, title and interest in and to all of the Acquired Assets that are Tangible Personal Property, including without limitation those assets listed on Exhibit A attached hereto, as well as any other assets listed on Exhibit A attached hereto (collectively with the Acquired Assets that are Tangible Personal Property, the "Transferred Assets").

2 Further Actions. Assignor covenants and agrees to take all steps reasonably necessary to establish the record of Assignee's title to the Transferred Assets and, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Transferred Assets, all at the sole cost and expense of the Assignor.

3 Power of Attorney. Without limiting Section 2 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Transferred Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Transferred Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Transferred Assets and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same.

Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Transferred Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

Exhibit 5

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

5 Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles.

[Remainder of page intentionally left blank; signature page attached.]

Exhibit 5

IN WITNESS WHEREOF, Assignor has executed this Bill of Sale as of _____, 2013.

TRI STATES UTILITY, INC.

By: _____

Name:

Title:

Exhibit 5

Exhibit A

Transferred Assets

all right, title, and interest in and to all of the assets which are owned or held by Tri States as of the Effective Time that constitute the System or that are used in the operation thereof, including, with respect to the System, all of its (a) Real Property now used and required in the ongoing operation of the System, including the Building, (b) Tangible Personal Property, (c) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future interests therein under the Laws of all jurisdictions, (d) leases, subleases, easements, rights of way, and rights thereunder, (e) all rights of Tri States in and to any indentures, mortgages, instruments, Encumbrances, or guaranties secured for the operation of the System, (f) accounts, notes, and other receivables arising after the Effective Time, (g) claims, deposits, prepayments, refunds, causes of action, rights of recovery, rights of set-off, and rights of recoupment (including any such item relating to the payment of Taxes), (h) franchises, approvals, Permits, pending application for Permits and Permit renewals, exemptions from any Permits, licenses, Orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies in each case to the extent assignable or transferable to Buyer, (i) books, data, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, studies, reports, and other printed or written materials related to Tri States' construction, maintenance, and operation of the System, (j) all of the intangible rights and property, if any, of Tri States utilized in the operation of the System, provided that Acquired Assets shall not include any Excluded Assets, (k) all rights of Tri States in and to the Assumed Contracts, (l) the deposit account containing all customer security deposits paid to Tri States, provided that the balance in such deposit account on the Closing Date shall be equal to the sum of all unrefunded or unapplied customer security deposits received by Tri States through the Closing Date and (m) all accounts receivable or work in progress of Tri States accrued prior to the Effective Time.

Please also see attached asset list.

Exhibit 6

INTANGIBLE ASSIGNMENT

THIS INTANGIBLE ASSIGNMENT (the "Assignment") is made as of this ____ day of _____, 2013 by and between **Tri States Utility, Inc.**, a Missouri corporation ("Assignor"), and **Missouri-American Water Company**, a Missouri corporation ("Assignee").

WHEREAS, Assignor desires to irrevocably grant, transfer and assign to Assignee, and Assignee desires to accept the grant, transfer and assignment of, any and all Acquired Assets which are intangible personal property, including without limitation those assets listed on Exhibit A attached hereto (collectively, "Intangibles").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts the grant, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intangibles, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made.

2. Assignor agrees to execute any and all applications, assignments or other instruments which Assignee deems desirable or necessary to protect Assignee's interests in the Intangibles.

3. From and after the date hereof, but subject to the terms and conditions hereof, Assignor and Assignee shall do such acts and execute such documents and instruments as may be reasonably required to make effective the transactions contemplated hereby.

4. Assignor hereby authorizes all appropriate governmental entities to record this Assignment, and to issue or transfer all said Intangibles to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles.

[Remainder of page intentionally left blank; signature page follows.]

Exhibit 6

EXHIBIT A

INTANGIBLES

[To come from Tri States.]