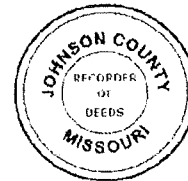




Recorded in Johnson County, Missouri

Date and Time: 10/20/2017 at 08:40:59 AM

Instr #: 401657 Book:3648 Page: 130



Instrument Type: DT
Page Count: 18
Recording Fee: \$75.00 S

Jan Jones
Jan Jones
Recorder of Deeds

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Title of Document: Future Advance Deed of Trust, Security Agreement and Fixture Filing

Date of Document: October 16, 2017

Grantor: ELM HILLS UTILITY OPERATING COMPANY, INC., a Missouri corporation

Grantor's Address: 500 Northwest Plaza Drive, Suite 500, St. Louis, Missouri 63074

Grantee: FRESH START VENTURE LLC, a Nevada limited liability company

Grantee's Address: P.O. Box 179173, St. Louis, Missouri 63117-9173

Legal Description: See Exhibit "A" attached hereto on page 13.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

**FUTURE ADVANCE DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST SECURES FUTURE ADVANCES AND ALSO SECURES ALL OTHER FUTURE OBLIGATIONS OF TRUSTOR TO BENEFICIARY WHICH ARE CONTRACTUAL IN NATURE. THE TOTAL PRINCIPAL AMOUNT OF THE OBLIGATIONS WHICH MAY BE SECURED HEREBY IS \$1,250,000.00. THIS DEED OF TRUST IS GOVERNED BY SECTION 443.055 R.S.MO.

THIS FUTURE ADVANCE DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (“Deed of Trust”) is made as of this _____ day of _____, 2017, between ELM HILLS UTILITY OPERATING COMPANY, INC., a Missouri corporation (“Trustor”), whose address is 500 Northwest Plaza Drive, Suite 500, St. Louis, Missouri 63074 (for recording and indexing purposes, “Grantor”); HB TRUSTEE, INC., a Missouri corporation, whose address is 190 Carondelet Plaza, Suite 600, St. Louis, Missouri 63105, Attn: David G. Richardson, Esq. (“Trustee”), and FRESH START VENTURE LLC, a Nevada limited liability company, and its successors and assigns, whose address is P.O. Box 179173, St. Louis, Missouri 63117-9173 (“Beneficiary”) (for recording and indexing purposes “Grantee”):

WHEREAS, the Trustor is indebted to the Beneficiary in the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$1,250,000.00) in lawful money of the United States, and has agreed to repay the same with interest thereon to the Beneficiary, or its order, in like lawful money according to the terms of a certain promissory note of even date herewith (the “Note”), executed and delivered therefor by the Trustor to Beneficiary.

NOW, THEREFORE, In consideration of said indebtedness and to secure:

1st. Payment of said indebtedness and/or any extension, modification, replacement or renewal thereof;

2nd. Payment of all other sums, with interest coming due and payable under the provisions hereof, to the Trustee or Beneficiary, which sums, with interest, the Trustor promises and agrees to pay;

3rd. Performance of all other conditions and obligations hereinafter mentioned.

Trustor does hereby irrevocably GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and WARRANT unto Trustee, IN TRUST FOREVER, WITH POWER OF SALE, all of the Trustor’s right, title and interest in that certain property situated in the Counties of Johnson and Pettis, State of Missouri, described as follows:

See Exhibit “A” attached hereto and incorporated herein.

TOGETHER WITH all interests which Trustor now has or may hereafter acquire in or to all: (1) easements, rights-of-way and rights appurtenant thereto or used in connection therewith or as a means of access thereto as well as all and singular the tenements, hereditaments

and appurtenances to the above described property belonging, or in anywise appertaining; (2) leases, rents, issues, profits and all other revenue thereof; (3) any franchise, license, water rights, ditch rights, party wall or easement, minerals, and all shares of or subscription rights to the stock of any ditch, water or irrigation company or water users' association which may in any manner now or hereafter entitle the Trustor to water; (4) buildings, improvements, heating, lighting, plumbing, cooking, ventilating, air conditioning and refrigerating equipment, motors, engines, pumping plants, pipes, machinery, sprinkler systems, ice boxes, storm and screen doors, screens, awnings, window shades, floor coverings, fixtures, apparatus, equipment and other property attached to or used in connection with the above-described property, all of which property, together with any and all replacements thereof, and all similar apparatus, equipment or articles placed in or upon the above-described property, shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this Deed of Trust (the "Real Property"); and

TOGETHER WITH all personal property now owned or hereafter acquired by Trustor including but not limited to all: (1) assets, goods, inventory, furniture, fixtures, equipment, accounts, license fees, room revenue, deposits, cash, general intangibles, payment intangibles, intellectual property, instruments, documents, notes, securities (both certificated and uncertificated), chattel paper, machinery, fittings, appliances, furnishings, tools, building materials, contracts, agreements, options, rights of first refusal, licenses, permits, certificates of occupancy and other governmental approvals, drawings, plans, specifications or similar items, awards, damages, payment and other compensation and any claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain, or damage, injury or destruction in any manner caused to the Property; (2) insurance policies required to be maintained by Trustor pursuant to this Deed of Trust and all right, title and interest of Trustor in and to any and all proceeds of insurance policies of every kind whatsoever, including title insurance (and all unearned premiums thereon), now or hereafter payable by reason of any damage or destruction of the Property (as hereafter defined); and (3) other items of personal property whether similar or dissimilar to the foregoing, and all substitutions, replacements, additions and accessions thereto, together with all cash and non-cash proceeds thereof (the "Personal Property") (the Real Property and the Personal Property may be collectively referred to herein as the "Property").

TO HAVE AND TO HOLD SAID PROPERTY UPON THE FOLLOWING EXPRESS TRUSTS, TO-WIT

1. COVENANTS OF TRUSTOR. Trustor promises and agrees, during continuance of these Trusts:

A Performance of Note and Other Loan Documents. To perform, observe and comply with all provisions hereof and the Note secured hereby (the Note and this Deed of Trust collectively referred to as the "Loan Documents"); to promptly pay to Beneficiary the principal with interest thereon and all other sums required to be paid by Trustor under the Note and all other sums required to be paid by Trustor pursuant to the terms of this Deed of Trust and the other Loan Documents in connection herewith promptly when due.

B Maintenance of Property. To keep and comply with all laws, ordinances, regulations, agreements, restrictive covenants, restrictive easement agreements, rules, orders and

directions of any legislative, executive, administrative or judicial body affecting the Property or its use; to pay when due all claims for labor performed and material furnished, and not permit any lien of mechanics or materialmen to attach to the Real Property. No lien provided for by the Statutes of the State of Missouri in favor of any one furnishing labor or materials in the erection or repair of any building and improvements, now or hereafter, on the Property, shall attach to the Real Property, building or improvements, except as subject and subordinate to the lien of this Deed of Trust, and any one dealing with the Property after the recording of this Deed of Trust is hereby charged with notice of and consent to this stipulation, and with a waiver of any lien except as subject and subordinate hereto.

C Defense of Claims. To promptly pay and settle or cause to be removed any claim and to appear in and defend any action or proceeding, which claim, action or proceeding purports to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and duties of Trustee hereunder; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary and/or Trustee may appear.

D Payment of Taxes, Liens and Fees. To pay: (a) at least thirty (30) days before delinquency, of all taxes and assessments affecting the Property, (including assessments on appurtenant water stock), and any costs or penalty thereon; (b) when due, of all encumbrances, charges and liens (including any debt secured by Deed of Trust) and/or interest thereon, which appear to be liens or charges upon the Property or any part thereof prior to this Deed of Trust; (c) of all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon demand.

E Payment of Advances. To repay without demand all sums advanced or expended by Trustee or Beneficiary under the terms hereof, with interest thereon from the date of advancement until repaid, at a rate of interest equal to the then applicable rate under the Note secured hereby, all of which advances and expenditures shall be secured by this Deed of Trust.

F Payment of Assessments Declared Due. To pay any and all taxes, levies, assessments or charges which may be hereafter or from time to time hereafter declared to be due and payable by the holder or holders of this Deed of Trust and the Note secured hereby by the laws of the State of Missouri or any political subdivision or part thereof.

G UCC Related Covenants. Trustor shall do any and all acts all in a timely and proper manner, requested by Beneficiary to protect and preserve the security interests granted hereunder pursuant to the Uniform Commercial Code ("UCC") as in effect from time to time in the state where the Personal Property is located except to the extent the UCC provides for the application of the law of another state in which event the UCC as in effect from time to time, in such state shall apply, in a form satisfactory to Beneficiary; and to do any and all acts as shall hereafter be reasonably requested by Beneficiary to effectuate the intent hereof and to render all of the Property available for the security and satisfaction of the indebtedness secured hereby and to enable Beneficiary to sell and/or convey the Property pursuant to the terms hereof.

2. FAILURE BY TRUSTOR TO ACT. Should Trustor fail or refuse to make any payment or do any act, which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Trustee and/or Beneficiary, each in his sole discretion, may, without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof and without being under any obligation to do so:

A Trustee and/or Beneficiary May Act. Make or do the same in such manner and to such extent as may be deemed necessary to protect the security of this Deed of Trust and make advancements of such sums of money for that purpose as may be deemed necessary or advisable.

B Trustee and/or Beneficiary May Defend. Commence, appear in or defend any action or proceeding affecting or purporting to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, power and duties of Trustee hereunder, whether brought by or against Trustor, Trustee or Beneficiary; or

C Trustee and/or Beneficiary May Contest or Compromise. Pay, purchase, contest or compromise any prior claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interests of Beneficiary or the rights, powers and duties of Trustee hereunder.

Provided, that neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts above mentioned, but, upon election of either or both so to do, employment of an attorney is authorized and payment of the fees of such attorney in a reasonable sum is hereby secured.

3. NO NOTICE BY TRUSTEE. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

4. RIGHTS CUMULATIVE. Every right and remedy provided in this Deed of Trust shall be cumulative of every other right and remedy of Beneficiary, whether herein or by law conferred, and may be enforced concurrently therewith. Beneficiary may at its election in the event of default hereunder foreclose the lien of this instrument in the manner provided by law for the foreclosure of realty mortgages. No acceptance of the performance of any obligations as to which Trustor shall be in default or waiver of performance of any obligation, shall be construed as a waiver of the same or any other default then, theretofore or thereafter existing.

5. POWER OF BENEFICIARY TO RELEASE OR CONSENT. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby, including such indebtedness as may be due at the time of or after full release of the lien of this Deed of Trust upon any remainder of the Property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of the Beneficiary or Trustee with respect to the remainder of the Property (other than any person or property specifically released by Beneficiary), Beneficiary or Trustee, (if so requested by Beneficiary, from time to time, without liability therefor), and without notice to Trustor, upon request of Beneficiary, may do any one or more of the following: (1) release any indebtedness; (2) extend the time or otherwise alter the terms of payment of such indebtedness; (3) accept additional

security; (4) substitute or release any Property securing such indebtedness; (5) release or reconvey all or any part of such Property; (6) consent to the making of any map or plat thereof; (7) join in granting any easement thereon; or (8) join in any extension agreement or any agreement subordinating or otherwise affecting the lien or charge hereof. Any release or reconveyance by Trustee shall be made without warranty. The recitals in any release or reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such release or reconveyance may be described as “the person or persons legally entitled thereto”.

6. FULL RELEASE OF DEED OF TRUST. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall acknowledge satisfaction or provide a Deed of Release to Trustor for recordation by and at the sole expense of Trustor.

7. DEFAULT. Should Trustor fail to make any payment or to do any act as provided in this Deed of Trust, the Note secured hereby, or any other loan document in connection herewith or fail to perform any obligation secured by this Deed of Trust or do any act Trustor agreed not to do, or should any of the representations and warranties made by Trustor be untrue in any material respect, or if (i) a petition is filed by Trustor, or any guarantor, co-maker or endorser of the Note seeking or acquiescing to any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency or an involuntary petition under such law is filed against Trustor and is still in effect 60 days from the date of such filing; or (ii) a receiver, trustee, master or liquidator is appointed with respect to the Property or the rents, issues, royalties, profits, income or other benefits therefrom; or (iii) the Trustor, or any guarantor, comaker or endorser of the Note is ‘insolvent’ (unable to pay its debts as they become due and/or if the fair market value of its assets does not exceed its aggregate liabilities), or (iv) Trustor makes an assignment for Trustor’s creditors; or (v) any significant portion of Trustor’s assets is attached, executed upon or judicially seized in any manner and such attachment, execution or seizure is not discharged within 10 days, Trustor shall be in default under this Deed of Trust (the foregoing items may be hereafter referred to as an “Event of Default”).

8. REMEDIES. Upon the occurrence of an Event of Default:

A Foreclosure. Beneficiary (but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, and without contesting the validity or amount of the same) shall have the right, at its option, to declare all sums secured hereby immediately due and payable and the Trustee, whether acting in person or by attorney-in-fact, appointed by instrument in writing, may proceed to sell the Property hereinbefore conveyed, or any part thereof, at public vendue or outcry, at the customary place in the counties where the Property is located, to the highest bidder for cash, first giving the notice required by the laws of Missouri in respect to exercising power of sale under mortgages and deeds of trust then in effect. Trustee may postpone and change the time and place of sale of all or any portion of the Property by public announcement at any time and place fixed by it in said notice of sale and from time to time and place to place thereafter, without any further posting or notice thereof, may postpone such sale in public announcement to the time and place fixed by such postponement, whether or not said place fixed by any postponement be in the same city or other place as fixed in said notice of sale. Trustee shall deliver to such purchaser its deed

conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; Second, all other items which, under the terms hereof, constitute indebtedness secured by this Deed of Trust additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, the remainder, if any, to the person or persons legally entitled thereto. Each time it shall become necessary to insert an advertisement for foreclosure and sale is not had, the Trustee shall be entitled to receive a fee for services and the amount of all advertising charges from the Trustor.

B Receivership. Beneficiary shall be entitled, ex parte, to the appointment of a receiver of the Property without consideration of the value of the Property as security for amounts due or the solvency of any person liable for the payment of such amounts.

C UCC Remedies. Beneficiary shall be entitled to the remedies of a grantee under the UCC (regardless of whether the UCC has been enacted in the jurisdiction where rights or remedies are asserted), the right to take possession of the Personal Property and enter the real estate on which the Personal Property or any part thereof may be situated and remove the same therefrom, the right to resell the Personal Property at any place Beneficiary elects and deliver a bill of sale therefor, the right to require Grantor to make the Personal Property available to Beneficiary at a place designated by Beneficiary and reasonably convenient to both parties, and without removal, the right to render the Personal Property unusable and to dispose of the Personal Property; provided that unless the Personal Property is perishable or threatens to decline speedily in value Beneficiary shall send Grantor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or any other intended disposition is to be made, by United States mail, postage prepaid, to the address set forth above, and Beneficiary may bid and purchase Personal Property at public or private sale.

D Legal and Equitable Remedies. Beneficiary may pursue every legal and equitable remedy available at law and at equity.

Trustor and all persons dealing with the Property through or under the Trustor and their successors and assigns, including, without limitation all subsequent purchasers of all or any portion of the Property and all persons holding or obtaining an interest in the Property which is junior and subordinate to this Deed of Trust, by taking and accepting their respective conveyances, encumbrances, deeds of trust, or liens do hereby acknowledge, covenant and agree with Beneficiary that (i) upon the occurrence of an Event of Default in the repayment of the indebtedness secured hereby, or in the event of any default under the terms of this Deed of Trust, or under any other deed of trust or security agreement securing the same indebtedness as is secured by this Deed of Trust, whether directly or by virtue of a cross-collateralization agreement or under any other loan document, the Beneficiary may proceed to seek foreclosure or any other relief available at law or in equity in any order which Beneficiary may determine, in Beneficiary's sole discretion, and Beneficiary may proceed against any Property or collateral

securing said indebtedness in any order which Beneficiary elects without regard to any matters which could or might be raised by any subsequent purchaser or by any junior lienor or encumbrancer under those certain equitable doctrines known as the doctrine of “marshalling of assets” and the doctrine of “inverse order of alienation”, (ii) they will not assert, and they do hereby waive any right to assert, the doctrine of marshalling of assets or any similar equitable doctrines, and (iii) they will not assert, and they do hereby waive any right to assert, the doctrine of inverse order of alienation or any similar equitable doctrines.

9. POSSESSION AFTER FORECLOSURE. Should the Trustor remain in possession of said Real Property after a foreclosure sale hereunder, then in that event the relation of landlord and tenant shall be created and shall exist between any purchaser at such foreclosure sale and the Trustor, from and after said foreclosure sale, and such relation of landlord and tenant shall be a tenancy at will of the purchaser at such foreclosure sale and, should such tenant refuse to surrender said Real Property upon demand, the purchaser shall thereupon be entitled to institute and maintain an action for possession of said Real Property, provided, however, that the purchaser at the sale may, at such purchaser’s option, either affirm or disaffirm, within a reasonable time after the sale, any leases placed on the Real Property after the date of this instrument and in effect at the time of foreclosure sale.

10. ASSIGNMENT OF RENTS, ISSUES AND PROFITS AND SALE CONTRACTS. Trustor hereby assigns to Beneficiary all of the interest of the Trustor in leases, rents, issues, profits or income from the Property described hereinabove, as well as all contracts for the sale of any portion of the Property and all earnest money, deposits, drawings, plans, or any tangible or intangible item in connection therewith, and agrees that upon or after default under this Deed of Trust or the Note secured hereby that Beneficiary may cause this assignment to be enforced, without regard to the adequacy of the security or the solvency of the Trustor, by any one or more of the following methods: (1) The appointment of a receiver; (2) The Beneficiary taking possession of said Property, or without the Beneficiary taking possession of said Property; (3) Collecting such monies directly from the parties obligated for payment; and/or (4) Injunction.

11. BANKRUPTCY OF TRUSTOR. In the event the Trustor files a voluntary petition in bankruptcy, makes an assignment for the benefit of any creditor, or is declared bankrupt or insolvent; or if a debtor’s or creditor’s petition affecting the Property, filed pursuant to the provisions of the bankruptcy act as amended, is approved; or if the Property or any part thereof is placed under the control or in the custody of any court, then and in either of said events, Beneficiary shall, at its option, have the same rights and remedies as if default were made in the payment of the Note secured hereby or any installment of principal and interest thereon, and Beneficiary and Trustee or either of them shall have the further right to appear in and defend and protect their or its rights and interest under any such action or proceeding, and Trustor agrees to pay upon demand all costs and expenses including reasonable attorney’s fees which may be advanced or incurred by the Beneficiary and Trustee or either of them, and all amounts so advanced or incurred by Beneficiary or Trustee or either of them shall be a lien on said Property and secured by this Deed of Trust.

12. SUCCESSOR TRUSTEES. Beneficiary may at any time, either orally or by instrument in writing, appoint a successor Trustee in lieu of the Trustee herein named or in lieu

of any successor Trustee, who shall thereupon become invested with all the title, power, authority and duties hereby conferred upon Trustee herein, the same as if said successor had been named original Trustee by this instrument.

13. DUE-ON-SALE OR ALIENATION. In the event that Trustor shall sell, convey, mortgage, encumber or alienate the herein described Property, or any part thereof, or any interest therein, the Note and obligations secured by this Deed of Trust, irrespective of the maturity dates expressed therein, at the option of the holder thereof, and without demand or notice, shall immediately become due and payable.

14. PARTIAL INVALIDITY. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

15. ACCEPTANCE OF TRUSTS. Trustee accepts these Trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

16. SUCCESSORS AND ASSIGNS. The terms Trustor and Beneficiary shall be deemed to include the heirs, representatives, successors and assigns of such parties.

17. WARRANTY OF TITLE. The Trustor covenants with Trustee and Beneficiary that Trustor is lawfully seized in fee of the Property; that said Property is free from all encumbrances and liens whatsoever; that Trustor has a good and legal right to sell, transfer and convey the same; and that Trustor will warrant and defend the title to the Property forever against the claims and demands of any person or persons whomsoever; and Trustor will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all and every such further assurances in law for the better assuring, conveying, assigning and transferring, all and singular, the Property hereby conveyed, assigned or transferred, or intended so to be, or which Trustor may be or hereafter become bound to convey, assign or transfer hereunder in such manner as the Trustee or Beneficiary may require.

18. ENVIRONMENTAL MATTERS. Trustor will not allow or permit any Regulated Substances (as hereinafter defined) to be brought, placed, spilled, discharged or otherwise exist on, in, under or about the Real Property which would violate or be in violation of any federal, state or local environmental law or regulation. The term "Regulated Substance" means those substances defined as being hazardous substances in 42 U.S.C. §§ 9601(14), and all other wastes and substances, now or hereafter defined as hazardous, toxic, dangerous, or otherwise regulated under any federal, state or local environmental law or regulation, including (but not limited to) explosives, radioactive materials, polychlorinated biphenyls (PCBs), petroleum products, asbestos and radon gas. Trustor agrees to indemnify, defend and hold harmless Trustee and Beneficiary to the fullest extent allowed by law, from and against all claims, demands, suits, losses, damages, violations of any Environmental Law, clean-up costs, fines, penalties and expenses (including attorneys' fees), of any nature, relating to the ownership or operation of the Real Property, or the presence of any Regulated Substance or investigation of any release or threat of release of any Regulated Substance, or any private or governmental suits or court or administrative orders or injunctions relating in any way to any Regulated Substances on, in, under or about the Real Property, or emanating therefrom.

19. DEED OF TRUST AS SECURITY AGREEMENT. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code of the State in which the Real Property is situated, and the Trustor, as debtor, hereby grants to the Beneficiary, as secured party, a security interest in all of Trustor's right, title and interest in and to all Personal Property, whether now owned or hereafter acquired by Trustor. The mailing addresses of Trustor (Debtor) and Beneficiary (Secured Party) appear at the beginning hereof. The Trustor shall execute, deliver, file and refile any financing statements, or continuation statements that the Beneficiary may reasonably require from time to time to perfect, preserve, continue, extend or maintain the lien of this Deed of Trust with respect to such Personal Property and will, on demand, pay any expenses incurred by Beneficiary in the preparation, execution and filing of any such documents. Without limiting the foregoing, Trustor hereby irrevocably authorizes the Beneficiary to file UCC financing statements and any amendments thereto or continuations thereof, and any other appropriate security documents or instruments and to give any notices necessary or desirable to perfect or confirm the lien of this Deed of Trust with respect to such Personal Property, in all cases without the signature of Trustor or to execute such items as attorney-in-fact for Trustor. This instrument shall be deemed a fixture financing statement under the Uniform Commercial Code of the State in which the Property is situated. Trustor represents and warrants that: (a) all Personal Property is located in the state in which the Real Estate is located; (b) Trustor's chief executive office or principal residence is Trustor's address set forth in the first paragraph of this Deed of Trust; (c) Trustor's state of organization, if applicable, is as set forth in the first paragraph of this Deed of Trust; and (d) Trustor's exact legal name is as set forth in the first paragraph of this Deed of Trust.

20. GOVERNING LAW. This Deed of Trust, the other Loan Documents and the rights and obligations of the parties hereunder and thereunder shall be governed by and construed and interpreted in accordance with the internal Laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflicts of law principles.

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

22. WAIVER OF JURY TRIAL. TRUSTOR AND BENEFICIARY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR EITHER OF THEM IN RESPECT OF THIS DEED OF TRUST OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. TRUSTOR

AND BENEFICIARY EACH HEREBY CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS DEED OF TRUST WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

23. VENUE AND JURISDICTION. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, TRUSTOR AND BENEFICIARY HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURT OF THE EASTERN DISTRICT OF MISSOURI AND THE STATE COURTS OF MISSOURI LOCATED IN ST. LOUIS COUNTY AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, AND AGREES THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN BENEFICIARY AND TRUSTOR OR THE CONDUCT OF ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING: (1) BENEFICIARY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST TRUSTOR OR ITS PROPERTY IN ANY COURTS OF ANY OTHER JURISDICTION BENEFICIARY DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE PROPERTY, OR OTHER SECURITY FOR THE LOAN OBLIGATIONS, AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

24. SERVICE OF PROCESS. TRUSTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO TRUSTOR AT ITS ADDRESS SET FORTH HEREIN, AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL; OR AT BENEFICIARY'S OPTION, BY SERVICE UPON CT CORPORATION, WHICH TRUSTOR IRREVOCABLY APPOINTS AS TRUSTOR'S AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS WITHIN THE STATE OF MISSOURI. BENEFICIARY SHALL PROMPTLY FORWARD BY REGISTERED MAIL ANY PROCESS SO SERVED UPON SAID AGENT TO TRUSTOR AT ITS ADDRESS SET FORTH HEREIN. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF BENEFICIARY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

WITNESS the hand of the Trustor, the day and year first above written.

TRUSTOR:

ELM HILLS UTILITY OPERATING COMPANY,
INC., a Missouri corporation

By: [Signature]
Name: Josiah M. Cox
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 16th day of October in the year 2017, before me,
James A. Beckemeier, a Notary Public in and for said state, personally appeared
Josiah M. Cox, President of Elm Hills Utility Operating Company, Inc., a Missouri corporation,
known to me to be the person who executed the within Future Advance Deed of Trust, Security
Agreement and Fixture Filing in behalf of said corporation and acknowledged to me that he
executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

[Signature] Notary Public
My commission expires: _____
NOTARY SEAL
#11385917
ST. LOUIS COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

EXHIBIT "A"
(Legal Description)

PARCEL 1:

(Furnell Tract)

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), IN TOWNSHIP FORTY-FIVE (45) NORTH, OF RANGE TWENTY-ONE (21) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, IN PETTIS COUNTY, MISSOURI, LYING NORTH OF ELM HILLS BOULEVARD, EXCEPT THE WEST SIX HUNDRED (600) FEET THEREOF.

PARCEL 2:

(Lagoon Tract)

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 16, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, 240 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 4°00' EAST, 200 FEET; THENCE NORTH 34°00' EAST 250 FEET; THENCE SOUTH 86°00' EAST 225 FEET; THENCE SOUTH 4°00' 726.51 FEET; THENCE NORTH 86°00' WEST 350 FEET; THENCE NORTH 4°00' EAST 310 FEET TO THE POINT OF BEGINNING; ALL BEING IN THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 45 NORTH OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN.

PARCEL 3: (EASEMENT PARCEL): A non-exclusive, perpetual easement over the real property described as follows:

(Golf Course, Clubhouse, and Well Tracts)

TRACT 1: THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21; ALL IN TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN PETTIS COUNTY, MISSOURI.

EXCEPT, BEGINNING AT A POINT IN THE WEST LINE OF THE GRAND AVENUE ROAD, 914.5 FEET SOUTH AND 1308.6 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, RUNNING THENCE WEST, 300.0 FEET, THENCE IN A SOUTHEASTERLY DIRECTION, 276.0 FEET; THENCE IN A NORTHEASTERLY DIRECTION, 263.0 FEET TO THE WEST LINE OF SAID GRAND AVENUE ROAD; THENCE NORTH ALONG THE WEST LINE OF SAID GRAND AVENUE ROAD, 234.5 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPT, BEGINNING AT A POINT IN THE WEST LINE OF THE GRAND AVENUE ROAD, 914.5 FEET SOUTH AND 1308.6 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; THENCE WEST, 270.0 FEET; THENCE NORTH, 150.0 FEET; THENCE

EAST, 270.0 FEET TO THE WEST LINE OF THE GRAND AVENUE ROAD, THENCE SOUTH ALONG THE WEST LINE OF SAID ROAD, 150.0 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPT, BEGINNING AT A POINT, 25.0 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 1300.0 FEET; THENCE SOUTHERLY 144.05 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 84.59 FEET, A DISTANCE OF 32.0 FEET; THENCE EASTERLY 1272.10 FEET; THENCE NORTHERLY, 150.0 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AS "ELM HILLS SUB-DIVISION", CONSISTING OF LOTS NUMBERED 1 THROUGH 13 INCLUSIVE AS RECORDED IN PLAT BOOK 3, PAGE 49 OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI.

ALSO EXCEPT, BEGINNING AT A POINT 25 FEET WEST AND 210.05 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE SOUTH $1^{\circ}43'20''$ EAST, 554.50 FEET; THENCE SOUTH $89^{\circ}31'40''$ WEST, 416.68 FEET; THENCE NORTH $0^{\circ}28'20''$ WEST, 424.94 FEET; THENCE SOUTH $89^{\circ}31'40''$ WEST, 600.00 FEET; THENCE NORTH $0^{\circ}28'20''$ WEST, 130.0 FEET; THENCE NORTH $89^{\circ}31'40''$ EAST, 1004.58 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AS "ELM HILLS 2ND SUB-DIVISION OF PETTIS COUNTY", CONSISTING OF LOTS NUMBERED 14 THROUGH 34 INCLUSIVE AS RECORDED IN PLAT BOOK 3, PAGE 54 OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI.

ALSO EXCEPT, BEGINNING AT A POINT IN THE WEST LINE OF THE PUBLIC ROAD, 279.0 FEET IN A NORTHERLY DIRECTION FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21; RUNNING THENCE NORTH $75^{\circ}15'$ WEST, 657.0 FEET; THENCE NORTH $18^{\circ}25'$ EAST, 1052.0 FEET; THENCE NORTH $78^{\circ}15'$ EAST, 300.0 FEET, MORE OR LESS, TO THE WEST LINE OF SAID PUBLIC ROAD; THENCE SOUTH ALONG THE WEST LINE OF SAID PUBLIC ROAD, 1216.0 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

ALSO EXCEPT, THE EAST 25 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE EAST 25 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21.

ALSO EXCEPT, THE WEST 600.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, EXCEPT THAT PART THEREOF LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF ELM HILLS BLVD.

ALSO EXCEPT, ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, LYING NORTH OF THE SOUTH RIGHT OF WAY LINE OF ELM HILLS BLVD.

ALSO EXCEPT, THAT PORTION THEREOF USED FOR THE RIGHT OF WAY OF ELM HILLS BLVD. AS SHOWN ON THE PLAT OF ELM HILLS SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 49 OF THE RECORDER'S OFFICE OF PETTIS COUNTY, MISSOURI.

ALSO EXCEPT, BEGINNING AT A POINT IN THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 600.0 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE CONTINUING NORTH 89°32'18" EAST ALONG SAID LINE, 315.89 FEET; THENCE NORTH 0°03'18" EAST, 353.02 FEET; THENCE NORTH 28°52'18" EAST, 339.38 FEET; THENCE NORTH 24°13'18" EAST, 139.72 FEET; THENCE NORTH 05°54'48" EAST, 105.79 FEET; THENCE NORTH 03°02'52" WEST, 395.43 FEET TO THE SOUTH LINE OF ELM HILLS BLVD., THENCE SOUTH 89°57'28" WEST ALONG SAID LINE, 314.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 118.24 FEET, AN ARC DISTANCE OF 106.28 FEET; THENCE SOUTH 38°27'28" WEST, 13.24 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 168.24 FEET, AN ARC DISTANCE OF 145.53 FEET TO A POINT 530.0 FEET EAST OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 65; THENCE SOUTH 0°40'42" EAST PARALLEL WITH SAID RIGHT-OF-WAY, 1161.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT, BEGINNING AT A POINT 1210 FEET EAST AND 50 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, THENCE SOUTH 280 FEET; THENCE WEST 40 FEET; THENCE NORTH 40 FEET; THENCE EAST 20 FEET; THENCE NORTH 240 FEET; THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT, BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 16, 240 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 4°00' EAST 200 FEET; THENCE NORTH 34°00' EAST 250 FEET; THENCE SOUTH 86°00' EAST 225 FEET; THENCE SOUTH 4°00' WEST 726.51 FEET; THENCE NORTH 86°00' WEST 350 FEET; THENCE NORTH 4°00' EAST 310 FEET TO THE POINT OF BEGINNING; BEING IN THE SOUTHWEST QUARTER OF SAID SECTION 16 AND THE NORTHWEST QUARTER OF SAID SECTION 21.

ALSO EXCEPT, BEGINNING AT A POINT IN THE WEST LINE OF THE GRAND AVENUE ROAD (PARK AVENUE), 914.5 FEET SOUTH AND 1308.6 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16, THENCE WEST 270.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID GRAND AVENUE ROAD (PARK AVENUE), 150.0 FEET TO A POINT ON THE SOUTH LINE OF VILLA PARK RESURVEY (ELM HILLS 2ND SUBDIVISION); THENCE WEST ALONG SAID SOUTH LINE, 146.68 FEET TO THE SOUTHWEST CORNER OF LOT 14 IN SAID VILLA PARK RESURVEY; THENCE SOUTH ALONG THE PROLONGATION OF THE WEST LINE OF SAID LOT 14, 149.98 FEET; THENCE EAST 152.43 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING TRACT OF LAND PREVIOUSLY CONVEYED TO SEDALIA SHRINE CLUB HOLDING CORPORATION IN WARRANTY DEED RECORDED JULY 27, 1992 IN BOOK 535 AT PAGE 501, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, "ELM HILLS 2ND SUB-DIVISION", ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 89°57'28" WEST, 478.15 FEET TO THE EAST LINE OF ELM HILLS MOBILE HOME PARK TRACT; THENCE NORTH 03°02'52" WEST ALONG SAID LINE 290.75 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ELM HILLS BLVD.; THENCE FOLLOWING SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89°57'28" EAST, 6.32 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 89.59 FEET, AN ARC DISTANCE OF 100.86 FEET; THENCE SOUTH 25°32'32" EAST, 27.25 FEET; THENCE SOUTH 64°27'28" WEST, 5.0 FEET, THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 144.59 FEET, AN ARC DISTANCE OF 162.77 FEET; THENCE NORTH 89°57'28" EAST, 268.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 0°02'32" EAST ALONG THE WEST LINE OF SAID LOT 14, 130.00 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN PETTIS COUNTY, MISSOURI; EXCEPT, BEGINNING AT A POINT 1210 FEET EAST AND 50 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 280 FEET; THENCE WEST 40 FEET; THENCE NORTH 40 FEET; THENCE EAST 20 FEET; THENCE NORTH 240 FEET; THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGINNING AT THE SOUTHWEST CORNER OF LOT 14, "ELM HILLS 2ND SUB-DIVISION", ACCORDING TO THE RECORDED PLAT THEREOF; THENCE SOUTH 89°57'28" WEST, 478.15 FEET TO THE EAST LINE OF ELM HILLS MOBILE HOME PARK TRACT; THENCE NORTH 03°02'52" WEST ALONG SAID LINE 290.75 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ELM HILLS BLVD.; THENCE FOLLOWING SAID SOUTH RIGHT-OF-WAY LINE, NORTH 89°57'28" EAST, 6.32 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 89.59 FEET, AN ARC DISTANCE OF 100.86 FEET; THENCE SOUTH 25°32'32" EAST, 27.25 FEET; THENCE SOUTH 64°27'28" WEST, 5.0 FEET, THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 144.59 FEET, AN ARC DISTANCE OF 162.77 FEET; THENCE NORTH 89°57'28" EAST, 268.83 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 0°02'32" EAST ALONG THE WEST LINE OF SAID LOT 14, 130.00 FEET TO THE POINT OF BEGINNING, ALL IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN PETTIS COUNTY, MISSOURI; EXCEPT, BEGINNING AT A POINT 1210 FEET EAST AND 50 FEET SOUTH OF THE NORTHWEST

CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 280 FEET; THENCE WEST 40 FEET; THENCE NORTH 40 FEET; THENCE EAST 20 FEET; THENCE NORTH 240 FEET; THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

TRACT 3: BEGINNING AT A POINT 1210 FEET EAST AND 50 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17, TOWNSHIP 45 NORTH, OF RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI; THENCE SOUTH 280 FEET; THENCE WEST 40 FEET; THENCE NORTH 40 FEET; THENCE EAST 20 FEET; THENCE NORTH 240 FEET THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

The above referenced Easement Parcel being for the purpose of construction, operation, and maintenance of wells, water lines, sewers, sewer lines, equipment and other appurtenances for the central water system and central sewer system, as described in Deed of Easement, recorded as Document # _____ of the Deed Records of Pettis County, Missouri.

PARCEL 4:

(State Park Village Tracts)

TRACT 1: LOT 17 IN STATE PARK VILLAGE SUBDIVISION-PHASE III, AS SHOWN BY THE PLAT FILED IN PLAT BOOK 10, AT PAGE 221, IN JOHNSON COUNTY, MISSOURI.

TRACT 2: LOT 53 IN STATE PARK VILLAGE SUBDIVISION PHASE V, AS SHOWN BY THE PLAT FILED IN PLAT BOOK 11, AT PAGE 227, IN JOHNSON COUNTY, MISSOURI.

TRACT 3: LOT 12 IN LAKE MICHAEL SUBDIVISION, REPLAT-I, AS SHOWN BY THE PLAT FILED IN PLAT BOOK 10, AT PAGES 93-94, JOHNSON COUNTY, MISSOURI.

PARCEL 5: (EASEMENT PARCEL): A non-exclusive, perpetual easement over the real property described as follows:

(Villa Park Tract)

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), AND THIRTEEN (13) OF VILLA PARK, A SUBDIVISION OF PETTIS COUNTY, MISSOURI.

AND

LOTS NUMBER FOURTEEN (14) THRU TWENTY-EIGHT (28) INCLUSIVE IN VILLA PARK, A SUB-DIVISION OF PETTIS COUNTY, MISSOURI.

AND

LOT NUMBER THIRTY FOUR (34) IN ELM HILLS 2ND SUBDIVISION OF PETTIS COUNTY, MISSOURI, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION NUMBER SIXTEEN (16) IN TOWNSHIP

NUMBER FORTY FIVE (45) NORTH OF RANGE NUMBER TWENTY ONE (21) WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN PETTIS COUNTY, MISSOURI.

AND

ALL OF LOT NUMBER THIRTY-THREE (33) ELM HILLS 2ND SUBDIVISION OF PETTIS COUNTY, MISSOURI.

The above referenced Easement Parcel being for the purpose of construction, operation, and maintenance of sewer and water lines, equipment and other appurtenances for the central sewer and water system, as described in Deed of Easement, recorded as Document # _____ of the Deed Records of Pettis County, Missouri.