

Period: Yr Pd to Yr Pd
Title: Security Deposit Status, Bank ID: 1, All Accounts
Format: Deposit Status, All Accounts

Moore Band Water, LLC

Page: 1
Date: 05/30/2017 8:09 AM

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C10559	7/13/2016	MB1060	Jane Busellato	P		-100.00	-100.00
C10573	9/14/2016	MB1091	Gene Steadman	P		-100.00	-100.00
C10574	9/14/2016	MB810A	Cody Williamson	P		-100.00	-100.00
C10586	10/12/2016	MB905B	Chris or Kimberly Robertson	P		-100.00	-100.00
						<hr/>	<hr/>
						-400.00	-400.00

Period: Yr Pd to Yr Pd
Title: Security Deposit Status, Bank ID: 1, All Accounts
Format: Deposit Status, All Accounts

Riverfork Water Company

Page: 1
Date: 05/30/2017 8:08 AM

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C10748	8/10/2011	RF020A	Brad Mauker	P		-100.00	-100.00
C11453	12/19/2016	RF035A	Gregory or Debra Pamranke	P		-100.00	-100.00
C11437	11/08/2016	RF050B	Charles or Sarah Cloud	P		-100.00	-100.00
C11523	4/18/2017	RF081A	Edward or Janicia Volce	P		-100.00	-100.00
C11124	11/19/2014	RF110C	Mike or Debbie Stubbs	P		-100.00	-100.00
C10769	10/24/2011	RF170C	Michelle Swofford	P		-100.00	-100.00
C10716	6/10/2011	RF185A	Rodney Dwyer	P		-100.00	-100.00
C10702	4/08/2011	RF190A	Dan or Janis Hall	P		-100.00	-100.00
C11538	5/17/2017	RF192A	Jeremy or LeAnne Crow	P		-100.00	-100.00
C11423	10/12/2016	RF233A	Alex or Mindy Hall	P		-100.00	-100.00
C11359	6/09/2016	RF260B	Brenna Beasley	P		-100.00	-100.00
C10737	7/08/2011	RF318D	Jackie or Heather Dean	P		-100.00	-100.00
C11158	2/20/2015	RF412C	Cody Ryan or Britni Hesson	P		-100.00	-100.00
C11054	4/17/2014	RF448E	Karen S Guskoskey	P		-100.00	-100.00
C11524	4/18/2017	RF465A	Jason J or Dana Ruyle	P		-100.00	-100.00
C11468	1/11/2017	RF512A	Jennifer or Larry Balcher	P		-100.00	-100.00
C11587	6/17/2017	RF515A	Derral Or Londa Reynolds*	P		-100.00	-100.00
C11469	1/11/2017	RF616A	Justin W or Sara Choate	P		-100.00	-100.00
C11470	1/11/2017	RF618	Adrienne or Thomas Phelps	P		-100.00	-100.00
C11438	11/09/2016	RF627	Aaron or Lindsay Wood	P		-100.00	-100.00
C11410	9/14/2016	RF635B	Nathan or Callie Maggard	P		-100.00	-100.00
						-2,100.00	-2,100.00

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C10003	12/27/2008	TC0000300	Joseph & Amber Watson	P		-85.00	-62.94
C12833	12/23/2014	TC0000300	Bonnie McCray	P		-100.00	-100.00
C10004	10/03/2009	TC0000360	Wes Pennington	P		-75.00	-75.00
C10005	10/03/2009	TC0000450	Barbara Lutz	P		-50.00	-50.00
C10006	10/29/2005	TC0000510	Rodger & Rhonda Shafer	P		-65.56	-65.56
C10007	9/15/2008	TC0000700	Daniel McKelvey	P		-50.00	-50.00
C11054	2/09/2012	TC000090A	Judy Messerschmitt	P		-100.00	-100.00
C13935	8/09/2016	TC000112B	Jennifer A Buttell-Kersey	P		-100.00	-100.00
C14093	11/09/2016	TC000115A	Caleb M Morlarity	P		100.00	100.00
C12880	1/16/2015	TC000150B	Patrick R Betz Jr	P		-100.00	-100.00
C13502	12/15/2015	TC000180A	Bruce Kruger	P		-100.00	-100.00
C13121	8/19/2015	TC000170A	Larry J Day	P		-100.00	-100.00
C13897	6/09/2016	TC000200G	William R Davis	P		-100.00	-100.00
C10011	8/28/2006	TC0002010	Tom & Marilyn Reigert	P		-65.00	-65.00
C13931	8/09/2016	TC000205B	Larry Day	P		-100.00	-100.00
C10012	9/04/2009	TC0002100	Fred Cooperrider	P		-65.00	-65.00
C10013	4/19/2004	TC0002160	Charles Malotte	P		-75.00	-75.00
C10014	9/30/2002	TC0002800	Jack Halle	P		-100.00	-100.00
C10016	3/09/2006	TC0003800	Sandra Floor	P		-50.54	-50.54
C13174	6/16/2015	TC000390A	Larry G or Sandra Hall	P		-100.00	-100.00
C10017	3/10/2008	TC0004000	Jane Scholesfield	P		-75.00	-75.00
C13834	3/09/2016	TC000410B	Matthew Balley	P		-100.00	-100.00
C14097	11/08/2016	TC000413E	Anna Barrett	P		-100.00	-100.00
C10019	12/11/2003	TC0004300	Herbert Jon Gramse	P		-100.00	-100.00
C10020	11/21/2005	TC0004400	Winford & Mita Hagan	P		-50.00	-50.00
C10021	8/11/2002	TC0004800	Tracy Cooke	P		-100.00	-100.00
C10389	1/19/2011	TC0004840	Kathy Jones	P		-100.00	-100.00
C12543	7/16/2014	TC000470A	Christine A Kelth or Ann Vakayl	P		-100.00	-100.00
C14900	2/23/2017	TC000480C	Tara J Qualls	P		-100.00	-100.00
C13175	6/18/2015	TC000490A	Willis E or Charlene Butcher	P		-100.00	-100.00
C12878	1/16/2015	TC000520B	Rheannon E Pijl	P		-100.00	-100.00
C13759	5/13/2016	TC000540B	Michael O Calvert	P		-100.00	-100.00
C13874	7/13/2016	TC000550A	Edward M Albro	P		-100.00	-100.00
C13390	10/16/2015	TC000590A	Melissa L Bland	P		-100.00	-100.00
C12283	3/14/2014	TC000640A	Scott D Puckett	P		-100.00	-100.00
C14044	10/12/2016	TC000680D	Rebecca L Kessler	P		-100.00	-100.00
C14340	3/15/2017	TC000690A	Michael or Victoria Gilchrist	P		-100.00	-100.00
C14429	4/18/2017	TC000705B	Kyle R Bruton	P		-100.00	-100.00
C13031	3/26/2015	TC000770B	Tinia N Collins	P		-100.00	-100.00
C12218	1/28/2014	TC000803A	Sharon Bath	P		-100.00	-18.42
C13351	9/28/2015	TC000804D	Amy Busey	P		-100.00	-100.00
C13836	8/09/2016	TC000881B	Kimberly or Vince Mennite	P		-100.00	-100.00
C14296	2/23/2017	TC000930A	Kilby F Compton or Marilyn Swartos	P		-100.00	-100.00
C14098	11/08/2016	TC000935B	Lawrence D Vanderpool	P		-100.00	-100.00
C13988	9/14/2016	TC000945A	Ricky F or Sandra Witt	P		-100.00	-100.00
C12441	5/20/2014	TC000950A	Christopher J Schoneman	P		-100.00	-1.30
C13696	2/12/2016	TC000950B	Alicia Wagner	P		-100.00	-100.00
C13864	7/13/2016	TC000970E	Lori Carter	P		-100.00	-100.00
C14099	11/08/2016	TC001070B	Chris or Sharee Thompson	P		-100.00	-100.00
C13658	1/14/2016	TC001084B	Kimberly J Balsbaugh	P		-100.00	-100.00
C13500	12/15/2015	TC001115E	Christopher N DeLuna	P		-100.00	-100.00
C13120	5/19/2015	TC001150B	Ronald G Coleman	P		-100.00	-100.00
C13810	8/09/2016	TC001200A	Kevin Welch or Maria Crevantes	P		100.00	-100.00
C13758	5/13/2016	TC001214A	Robert J Feren or Donna Storeim	P		-100.00	-100.00
C12216	1/28/2014	TC001230A	David L McGuire	P		-100.00	-100.00

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C14017	9/26/2016	TC0012330	Paul Hickson or Debra O'Connell	P		-100.00	-100.00
C10788	9/14/2011	TC001277A	Jeremy Joost	P		-100.00	-100.00
C12041	10/16/2013	TC001277C	Carl Happer	P		-100.00	-100.00
C13769	5/13/2016	TC001320B	Sabrina Simmons*	P		-100.00	-100.00
C10026	9/21/2010	TC0013750	Judy Messerschmitt	P		-100.00	-100.00
C12095	11/21/2013	TC001436B	Christopher J Zieser	P		-100.00	-100.00
C14424	4/19/2017	TC001447B	Latina Clough or Scott Johnson	P		-100.00	-100.00
C12773	11/18/2014	TC001448B	Richard L Hurdley	P		-100.00	-100.00
C13349	9/28/2015	TC001540B	Brian or Jessica Isaacs	P		-100.00	-100.00
C12765	11/18/2014	TC001545A	Gary L Isaacs	P		-100.00	-100.00
C14307	2/24/2017	TC001550B	Amy Jo Huiaina	P		-100.00	-100.00
C13595	2/12/2016	TC001556B	Terri D Cooper	P		-100.00	-100.00
C12685	9/23/2014	TC001556A	Tammie Moses	P		-100.00	-100.00
C13071	4/22/2015	TC0015502	Janet E Patrick	P		-100.00	-100.00
C14343	3/15/2017	TC0015610	John Pino or Selena Dupree	P		-100.00	-100.00
C14421	4/19/2017	TC001563A	Darren or Vanessa Deckard	P		-100.00	-100.00
C14339	3/15/2017	TC001564A	Gary or Juanita Duncan	P		-100.00	-100.00
C13867	7/13/2016	TC001610D	Carmen Mitchell	P		-100.00	-100.00
C13809	6/09/2016	TC001626F	Sherri M Edmonds	P		-100.00	-100.00
C12271	3/05/2014	TC001639A	Michael P or Tammy Vandergriff	P		-100.00	-100.00
C12727	10/27/2014	TC001639B	William E Kupchanko	P		-100.00	-100.00
C13680	4/09/2016	TC001640A	Atonya S or Chris Danton	P		-100.00	-100.00
C14214	1/11/2017	TC001655B	Robert D Schurman	P		-100.00	-100.00
C10639	5/10/2011	TC0016575	Mark Laatz	P		-100.00	-100.00
C12645	7/16/2014	TC001666A	Kathryn M Jones	P		-100.00	-100.00
C13962	8/25/2016	TC001666A	Robert D Curbow*	P		-100.00	-100.00
C13661	4/09/2016	TC001670A	Kevin G Clark	P		-100.00	-100.00
C14303	2/23/2017	TC0016800	Charles Burkholder	P		-100.00	-100.00
C13291	8/14/2015	TC001685B	Meranda L Appleberry	P		-100.00	-100.00
C13480	11/13/2015	TC001690A	Juanita G Brock	P		-100.00	-100.00
C13666	7/13/2016	TC001691B	Nichole Lee Twardoski	P		-100.00	-100.00
C13504	12/15/2015	TC001693B	Dora M Lemming	P		-100.00	-100.00
C13685	4/08/2016	TC001705A	Cheryl L Shofner	P		-100.00	-100.00
C12466	6/17/2014	TC001710A	Robert G Wilson	P		-100.00	-100.00
C14342	3/15/2017	TC001725F	Michelle A Manino	P		-100.00	-100.00
C13292	8/14/2015	TC001738C	David Lee or Tina Bell Sr	P		-100.00	-100.00
C13117	5/19/2015	TC001749E	Sarah R Plummer	P		-100.00	-100.00
C13350	9/28/2015	TC001750A	Jacqueline K Haack	P		-100.00	-100.00
C14358	3/21/2017	TC001763A	Kimarie or Darryl Banta***	P		-100.00	-100.00
C14207	2/23/2017	TC001980A	Darrell G Lee	P		-100.00	-100.00
C14347	3/16/2017	TC002001E	Dennis D Sears	P		-100.00	-100.00
C12631	12/23/2014	TC002009B	Mark or Laura Bush	P		-100.00	-100.00
C14467	5/17/2017	TC0020350	Walter Werner	P		-100.00	-100.00
C11898	7/15/2013	TC002040A	Henry W Brisson	P		-100.00	-100.00
C13452	11/13/2015	TC002046D	Samantha D Jackson	P		-100.00	-100.00
C13347	9/28/2015	TC002057A	Steven Young or Tamarra Bough	P		-100.00	-100.00
C13034	3/28/2015	TC002175A	Jerry L or Bobbette Gibbins	P		-100.00	-100.00
C14040	10/12/2016	TC002180A	Jamie R Jones	P		-100.00	-100.00
C14094	11/08/2016	TC002180B	Patricia Martinez or Jerry Gibbins	P		-100.00	-100.00
C14041	10/12/2016	TC002189A	Stephen or Pamela Jones	P		-100.00	-100.00
C14103	11/08/2016	TC002190C	Shawn M Davidson	P		-100.00	-100.00
C14216	1/11/2017	TC002191E	Robert D or Lisa White	P		-100.00	-100.00
C10654	7/11/2011	TC0021957	Nancy A or Henry Brisson Sr.	P		-100.00	-100.00
C12767	11/18/2014	TC002240A	Jeremy W Aleshire	P		-100.00	-100.00
C12666	9/23/2014	TC002255A	Jovoni R Curran	P		-100.00	-100.00
C14301	2/23/2017	TC002265A	Lynn or Heather Johnson	P		-100.00	-100.00

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C13176	6/16/2015	TC002280A	Kevin Brown or Julie Accola	P		-100.00	-100.00
C11896	7/15/2013	TC002282B	Charles D Pasquale	P		-100.00	-100.00
C14101	11/09/2016	TC002318B	Charlene L Phillips	P		-100.00	-100.00
C14213	1/11/2017	TC002320B	Jennifer Gould	P		-100.00	-100.00
C14482	5/17/2017	TC002339D	Misty M Borkenhagen	P		-100.00	-100.00
C13757	5/13/2016	TC002347A	Kevin L or Dina Hawkins	P		-100.00	-100.00
C14426	4/18/2017	TC002351B	Sherry Gooch	P		-100.00	-100.00
C13177	6/16/2015	TC002375B	Angela M Young	P		-100.00	-100.00
C14483	5/17/2017	TC0023760	Sherry Gooch	P		-100.00	-100.00
C13762	5/13/2016	TC002386A	Charles J Rice	P		-100.00	-100.00
C13363	10/08/2015	TC002390B	Christina Smith	P		-100.00	-100.00
C13781	5/13/2016	TC002407A	Josanne Roberts	P		-100.00	-100.00
C14042	10/12/2016	TC002839A	Jonathan M Kirkland	P		-100.00	-100.00
C14431	4/18/2017	TC002860B	Frank Yalkich	P		-100.00	-100.00
C12036	10/15/2013	TC0028756	Robert or Michele Kuhn	P		-100.00	-100.00
C13497	12/15/2015	TC002875A	Jon R or Pam Dux	P		-100.00	-100.00
C13179	6/16/2015	TC002876A	Catherine Maysonet	P		-100.00	-100.00
C13459	11/13/2015	TC002985A	Sean J or Candance McSheffrey	P		-100.00	-100.00
C14095	11/09/2016	TC002990D	Michelle A Sarson	P		-100.00	-100.00
C12491	6/18/2014	TC0029990	Dennis Huber	P		-100.00	-100.00
C12211	1/28/2014	TC0031059	Michael R Phroper	P		-100.00	-100.00
C14100	11/08/2016	TC003106D	Jerry or Teresa Vonschritz	P		-100.00	-100.00
C14486	5/17/2017	TC003106F	Billie Jo Hensley	P		-100.00	-100.00
C10739	8/19/2011	TC003120A	Robert or Shelly Barnes	P		-100.00	-21.61
C12544	7/16/2014	TC003160A	Beann Elrod	P		-100.00	-100.00
C14048	10/12/2016	TC003185A	Robert D McDaniel	P		-100.00	-100.00
C12361	4/17/2014	TC003194B	Thomas Pierce	P		-100.00	-100.00
C13224	7/09/2015	TC003195B	Cody or Daniel Minor	P		-100.00	-100.00
C14016	9/29/2016	TC0032110	Macheal or Marcus Glass	P		-100.00	-100.00
C14049	10/12/2016	TC003253B	Corbin D Riggs/Katrina Johnson	P		-100.00	-100.00
C14336	3/15/2017	TC003335A	Eric Puckett or Ronda/Leslie Shanks	P		-100.00	-100.00
C14211	1/11/2017	TC003359A	Tiffany D McClain	P		-100.00	-100.00
C14299	2/23/2017	TC003365C	Robert W Garrison III	P		-100.00	-100.00
C13597	2/12/2016	TC003368D	Sherry Lynne Gooch	P		-100.00	-6.66
C14430	4/18/2017	TC003368G	Adela Frances Owensby	P		-100.00	-100.00
C14346	3/16/2017	TC003375A	Gail Kelley	P		-100.00	-100.00
C13116	5/19/2015	TC003380A	John A Seward	P		-100.00	-100.00
C13533	12/31/2015	TC003520B	Kathryn A or Alisha Rollins	P		-100.00	-28.35
C14426	4/18/2017	TC003520C	Alisha K Rollins	P		-100.00	-100.00
C13669	4/09/2016	TC003575D	Kayla Dronet	P		-100.00	-100.00
C13009	3/20/2015	TC0035800	Bill & Laura Rankin	P		-100.00	-100.00
C14018	9/26/2016	TC003595A	Ramon or Carol Andes	P		-100.00	-100.00
C12616	8/29/2014	TC003603D	Cheryl R Kristek	P		-100.00	-100.00
C11617	5/17/2013	TC003676A	Robert Ross	P		-100.00	-100.00
C11892	7/12/2013	TC0037100	Tracy Boyd	P		-100.00	-100.00
C11951	8/09/2013	TC003735B	Sunday Tate	P		-100.00	-100.00
C13830	8/09/2016	TC0037415	Susan or John Brawley	P		-100.00	-100.00
C12774	11/18/2014	TC0038025	Sandra G Brown	P		-100.00	-100.00
C14336	3/15/2017	TC003830A	Randi M Wilson	P		-100.00	-100.00
C12734	10/31/2014	TC003850A	Xandria Brandenburg	P		-100.00	-100.00
C13030	3/26/2016	TC003880C	Kevin S Brown	P		-100.00	-100.00
C14047	10/12/2016	TC003890A	Sunny Miller	P		-100.00	-100.00
C13074	4/22/2015	TC003909A	Niko J Ngo	P		-100.00	-100.00
C12536	7/16/2014	TC003970B	Melanie R Farewell	P		-100.00	-100.00
C11675	2/20/2013	TC003980A	Richard Moss or Mike Cowar	P		-100.00	-100.00
C12034	10/15/2013	TC003985C	Michael A Parker	P		-100.00	-100.00

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C14481	5/17/2017	TC004010A	Peter C or Michael Molloy	P		-100.00	-100.00
C12835	12/23/2014	TC004027A	Betty Bourg	P		-100.00	-100.00
C13039	3/27/2015	TC004040A	Joe Seymour	P		-100.00	-100.00
C14304	2/23/2017	TC004050E	Robert D Mitchell	P		-100.00	-100.00
C14106	11/08/2016	TC004065A	WB1 Holdings, LLC	P		-100.00	-100.00
C14107	11/08/2016	TC004070A	WB1 Holdings, LLC	P		-100.00	-100.00
C14108	11/08/2016	TC004080A	WB1 Holdings, LLC	P		-100.00	-100.00
C14109	11/08/2016	TC004090A	WB1 Holdings, LLC	P		-100.00	-100.00
C14425	4/18/2017	TC004140A	Vanessa or Brian Mudgett	P		-100.00	-100.00
C13348	9/28/2015	TC004150A	Gabridle N Clemens	P		-100.00	-100.00
C11820	5/17/2013	TC004151C	Leann M Martin	P		-100.00	-100.00
C12945	2/20/2015	TC004180C	Jerry A Bell Sr	P		-100.00	-100.00
C12358	4/17/2014	TC004183A	Mark A Troxell	P		-100.00	-100.00
C14484	5/17/2017	TC004185D	Brandon Jordan or Shawna Adrlgh	P		-100.00	-100.00
C13310	8/25/2015	TC004260A	Ryan Gaines and Amila Weaver	P		-100.00	-100.00
C11949	8/09/2013	TC004280C	Stephen Boyd	P		-100.00	-100.00
C12442	5/20/2014	TC004320A	Tanya S Coleman	P		-100.00	-100.00
C12771	11/18/2014	TC004328C	Benjamin S Metcalf	P		-100.00	-100.00
C13313	8/25/2015	TC004380G	April S or Michael Burns	P		-100.00	-100.00
C14345	3/16/2017	TC004400A	Suzanne C or Martin Sargent	P		-100.00	-100.00
C12755	11/12/2014	TC004490A	Sam Fleming	P		-100.00	-100.00
C10256	11/29/2010	TC0044910	James Wilkerson	P		-100.00	-45.86
C12027	10/10/2013	TC004491A	William W Stagle	P		-100.00	-100.00
C13451	11/13/2015	TC004501A	Diana Kennedy	P		-100.00	-100.00
C14169	12/19/2016	TC004535A	Stephen B Mullen	P		-100.00	-100.00
C14104	11/08/2016	TC004540B	Steven D Wyatt	P		-100.00	-100.00
C12877	1/18/2015	TC004620B	Tracy D Clevenger	P		-100.00	-100.00
C13501	12/15/2015	TC004632A	Kendel G Goslee	P		-100.00	-100.00
C10783	8/13/2011	TC004680A	Patti Darby	P		-100.00	-100.00
C12876	1/16/2015	TC004710A	Stephanie Miller	P		-100.00	-100.00
C13934	8/09/2016	TC0047800	Russell Baer	P		-100.00	-100.00
C12042	10/16/2013	TC004784A	Joseph E Sepler	P		-100.00	-100.00
C14423	4/18/2017	TC004845F	April L Shaw	P		-100.00	-100.00
C12905	1/29/2015	TC004855A	Malena L McKnight	P		-100.00	-100.00
C13833	3/09/2016	TC004870B	Jessica R Luenemann	P		-100.00	-100.00
C10118	10/05/2010	TC0048900A	Crystal Faulkner	P		-100.00	-100.00
C13933	8/09/2016	TC004900D	Pamela F or Johnny Lloreda	P		-100.00	-100.00
C14337	3/15/2017	TC004900E	Ethan Hughey or Chelsie Cummings	P		-100.00	-100.00
C13037	3/26/2015	TC004910C	Jessica L Wall	P		-100.00	-100.00
C12494	6/18/2014	TC004930A	Karen P Thomas	P		-100.00	-100.00
C10027	9/27/2010	TC0049500	Owen Investments LLC	P		-100.00	-100.00
C12945	2/20/2015	TC004960A	Richard L Johnson	P		-100.00	-100.00
C10337	1/11/2011	TCA008200	Shela A Degasia	P		-100.00	-100.00
C10288	12/14/2010	TCA012650	Dan Huff	P		-100.00	-100.00
C10432	3/04/2011	TCA013300	Stepheri Cox	P		-100.00	-100.00
C10404	2/16/2011	TCA017260	Tracy or Leslie G Tucker	P		-100.00	-100.00
C10312	12/27/2010	TCA045770	Verniece Wyles	P		-100.00	-100.00
						-21,006.10	-20,306.23

Period: Yr Pd to Yr Pd
Title: Security Deposit Status, Bank ID: 1, All Accounts
Format: Deposit Status, All Accounts

Valley Woods Utility, LLC

Credit No	Date	Account No.	Company	Type	Class	Amount	Balance
C10183	9/14/2016	VW01000B	Tina L Mooneyham	P		-100.00	-100.00
C10218	4/18/2017	VW02500B	Jaffery R or Jolene Combs	P		-100.00	-100.00
C10201	12/19/2016	VW02560	Joshua H Tate	P		-100.00	-100.00
C10228	6/17/2017	VW02560A	Travis L or Charly Sullivan	P		-100.00	-100.00
						<hr/>	<hr/>
						-400.00	-300.00

Schedule 2.2(d)

Certain Excluded Assets

One John Deere Gator Utility Vehicle

Ozark International, Inc., deposit held by The Empire District Electric Company (\$2,100)

One Sharp MX-C300W Full Color MFP kept in Oklahoma and financed under lease

Exhibit A

Form of Assignment and Assumption Agreement

(see attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of the ___ day of _____, 20___ by and among Ozark International, Inc., a Missouri corporation ("Parent"), Bilyeu Ridge Water Company, LLC, a Missouri limited liability company ("Bilyeu"), Midland Water Company, Inc., a Missouri corporation ("Midland"), Moore Bend Water Utility, LLC, a Missouri limited liability company ("Moore Bend"), Riverfork Water Company, a Missouri corporation ("Riverfork"), Taney County Water, LLC, a Missouri limited liability company ("Taney"), Valley Woods Utility, LLC, a Missouri limited liability company ("Valley Woods") (each of Parent, Bilyeu, Midland, Moore Bend, Riverfork, Taney and Valley Woods, a "Seller" and collectively, the "Sellers"), Parent, as representative for each and all of the Sellers (the "Seller Representative"), and Liberty Utilities (Missouri Water) LLC, a Missouri limited liability company ("Buyer"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Sellers, Seller Representative and Buyer entered into that certain Asset Purchase Agreement dated as of July 7, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms of the Asset Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers, Seller Representative and Buyer agree as follows:

1. Each Seller hereby assigns, transfers, and delivers to Buyer all of its right, title and interest in and to the Assigned Contracts, Permits, Customer Deposits and Assumed Liabilities.
2. Buyer hereby accepts assignment of and assumes the Assigned Contracts, Permits, Customer Deposits and Assumed Liabilities, and subject to the Asset Purchase Agreement agrees to pay, perform and discharge all of the obligations, liabilities, commitments, requirements and duties of Sellers under and with respect to the Assigned Contracts, Permits, Customer Deposits and Assumed Liabilities arising and accruing from and after the Closing Date.
3. Sellers, Seller Representative and Buyer agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Agreement.
4. All obligations of Sellers under this Agreement shall be joint and several.
5. This Agreement is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This Agreement is not intended to, and does not, in any

manner enhance, diminish, or otherwise modify the rights and obligations of the Parties under the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

6. This Agreement may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

7. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of Sellers, Seller Representative and Buyer and their respective successors and permitted assigns.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers, Seller Representative and Buyer have caused this Assignment and Assumption Agreement to be signed by their respective duly authorized officers as of the date first above written.

SELLERS:

Ozark International, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

Bilyeu Ridge Water Company, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

Valley Woods Utility, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

Taney County Water, LLC.

By: _____
Name: Cheryl H. Brower
Title: Manager

Midland Water Company, Inc.

By: _____
Name: Cheryl H. Brower
Title: Manager

Riverfork Water Company

By: _____
Name: Cheryl H. Brower
Title: Manager

Moore Bend Water Utility, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

SELLER REPRESENTATIVE:

Ozark International, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

IN WITNESS WHEREOF, Sellers, Seller Representative and Buyer have caused this Assignment and Assumption Agreement to be signed by their respective duly authorized officers as of the date first above written.

BUYER:

Liberty Utilities (Missouri Water) LLC

By: _____
Name: David Swain
Title: President

Liberty Utilities (Missouri Water) LLC

By: _____
Name: Dale Harrington
Title: Secretary

Exhibit B
Form of Bill of Sale
(see attached)

BILL OF SALE

This Bill of Sale is made and entered into as of the ___ day of _____, 20___ by and among Ozark International, Inc., a Missouri corporation ("Parent"), Bilyeu Ridge Water Company, LLC, a Missouri limited liability company ("Bilyeu"), Midland Water Company, Inc., a Missouri corporation ("Midland"), Moore Bend Water Utility, LLC, a Missouri limited liability company ("Moore Bend"), Riverfork Water Company, a Missouri corporation ("Riverfork"), Taney County Water, LLC, a Missouri limited liability company ("Taney"), Valley Woods Utility, LLC, a Missouri limited liability company ("Valley Woods") (each of Parent, Bilyeu, Midland, Moore Bend, Riverfork, Taney and Valley Woods, a "Seller" and collectively, the "Sellers"), Parent, as representative for each and all of the Sellers (the "Seller Representative"), and Liberty Utilities (Missouri Water) LLC, a Missouri limited liability company ("Buyer"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Sellers, Seller Representative and Buyer entered into that certain Asset Purchase Agreement dated as of July 7, 2017 (the "Asset Purchase Agreement"); and

WHEREAS, the execution and delivery of this Bill of Sale is required to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms of the Asset Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers, Seller Representative and Buyer agree as follows:

1. Each Seller hereby sells, assigns, conveys, transfers, and delivers to Buyer all of its right, title, and interest in, to, and under the Purchased Assets,
2. Buyer hereby accepts the Purchased Assets sold, assigned, conveyed, transferred, and delivered from Sellers pursuant to this Bill of Sale.
3. Sellers, Seller Representative and Buyer agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed, acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Bill of Sale.
4. All obligations of Sellers under this Agreement shall be joint and several.
5. This Bill of Sale is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This Bill of Sale is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the Parties under the Asset Purchase Agreement. To the extent that any provision of this Bill of Sale conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

6. This Bill of Sale may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

7. This Bill of Sale and all of the provisions hereof will be binding upon and inure to the benefit of Sellers, Seller Representative and Buyer and their respective successors and permitted assigns.

8. This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Missouri.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers, Seller Representative and Buyer have caused this Bill of Sale to be signed by their respective duly authorized officers as of the date first above written.

SELLERS:

Ozark International, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

Bilyeu Ridge Water Company, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

Valley Woods Utility, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

Taney County Water, LLC.

By: _____
Name: Cheryl H. Brower
Title: Manager

Midland Water Company, Inc.

By: _____
Name: Cheryl H. Brower
Title: Manager

Riverfork Water Company

By: _____
Name: Cheryl H. Brower
Title: Manager

Moore Bend Water Utility, LLC

By: _____
Name: Cheryl H. Brower
Title: Manager

SELLER REPRESENTATIVE:

Ozark International, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

IN WITNESS WHEREOF, Sellers, Seller Representative and Buyer have caused this Bill of Sale to be signed by their respective duly authorized officers as of the date first above written.

BUYER:

Liberty Utilities (Missouri Water) LLC

By: _____

Name: David Swain

Title: President

Liberty Utilities (Missouri Water) LLC

By: _____

Name: Dale Harrington

Title: Secretary

Exhibit C

Form of Midland Water Well Site Purchase Agreement

(see attached)

REAL PROPERTY PURCHASE CONTRACT
dated as of July 7, 2017
(Nixa, Missouri)

Liberty Utilities (Missouri Water) LLC, a Missouri limited liability company, and/or its assigns ("**Buyer**") and **Brower Properties, Inc.**, a Missouri corporation ("**Seller**"), hereby agrees to purchase and sell, respectively, for the consideration and upon the terms hereinafter set forth, the following real property located in Christian County, Missouri, and legally described on Exhibit A and attached hereto and made a part hereof (the "**Real Property**"). Together with all easements, rights and appurtenances relating to the above-described Real Property, all buildings, improvements and fixtures now or hereafter located thereon (hereinafter, with the Real Property, collectively called the "**Premises**").

ARTICLE I - Purchase Price

1.01. The purchase price for the Premises shall be Two Thousand Five Hundred Dollars (\$2,500) (the "**Purchase Price**"), payable on the Closing Date (as hereinafter defined) by cash, check or wire transfer of immediately available federal funds, subject to adjustments and prorations as provided for herein.

ARTICLE II - Closing

2.01. Unless otherwise extended by the provisions of this Real Property Purchase Contract (this "**Contract**" or "**Agreement**"), the closing of this transaction (the "**Closing**") shall take place in escrow established with and administered by the office of Chicago Title Insurance Company (the "**Title Insurance Company**") issuing the title insurance commitment specified in Section 7.02(b) on the Closing Date under that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**") dated as of July 7, 2017, among Buyer and certain affiliates of Seller (the "**Closing Date**").

2.02. The "**Effective Date**" of this Contract shall be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Contract has been signed by a party hereto; provided, that the fully executed Contract is received by the other party hereto within three (3) business days of the Effective Date. If the fully executed Contract is not received by the other party within said three (3) business day period, then the Effective Date of this Contract shall be deemed to be the date the fully executed Contract is received by the other party.

ARTICLE III - Possession

3.01. Possession of the Premises shall be given to Buyer at Closing.

ARTICLE IV - Deed and Other Documents

4.01. Seller shall convey the Premises to Buyer by recordable special warranty deed (the "**Deed**"), conveying good and insurable title of record to the Real Property, in fee simple, free and clear of all liens and encumbrances, except the Permitted Exceptions (as defined in Section 7.02(b)).

4.02. Seller shall provide the Title Insurance Company, on or before the Closing Date, with a non-foreign certificate sufficient in form and substance reasonably satisfactory to Buyer, Seller and the Title Insurance Company.

4.03. All local, municipal, county, state and federal transfer and conveyance taxes and fees and all recording fees shall be paid by Buyer at Closing. Each party shall pay their respective attorney's fees. All other closing costs shall be paid by Buyer at the Closing.

4.04. Seller shall execute and deliver such other documents as may be reasonably required by the Title Insurance Company as a condition to the issuance of its policy of title insurance.

ARTICLE V – Taxes, Assessments and Utility Charges

5.01. Seller shall pay or credit against the Purchase Price all real property taxes and assessments, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes and assessments assessed against the Premises for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes and assessments shall be based on a 365-day year and on the tax bills for the current year of the Closing Date, if available, or, if not available, on the most recently available rate and valuation, and the amount so computed and adjusted shall be final. Seller shall pay or credit against the Purchase Price all utility charges and all charges for utility services furnished to the Premises by all public utilities and/or private utilities prior to the Closing Date.

ARTICLE VI - Risk of Loss

6.01. The risk of loss, damage or destruction to the Premises and any improvements thereon through fire, windstorm or other casualty shall be borne by Seller until the Closing. In the event of any casualty or condemnation event occurring prior to Closing, Seller shall provide written notice to Buyer, and Buyer shall have a period of 20 days after receipt of such notice to either terminate this Contract by written notice to Seller, or elect to proceed to closing, in which event Buyer shall receive an assignment of all insurance and condemnation awards and proceeds and a credit for any deductible amount.

ARTICLE VII - Conditions to Closing

7.01. Buyer shall have thirty (30) days following Buyer's receipt of the Title Commitment (and copies of the underlying instruments referenced therein) in which to satisfy itself as to the conditions referred to in Section 7.02 (said 30-day period shall hereinafter be referred to as the "**Inspection Period**"). In the event any of the below conditions have not been satisfied, in Buyer's sole and absolute discretion, within the Inspection Period, Buyer may terminate this Contract, by written notice to Seller. Such termination notice shall be delivered to Seller no later than on or before the expiration of the Inspection Period. Upon any such termination on or before 5:00 PM Central time on the date of the expiration of the Inspection Period, the parties shall have no obligations to or recourse against each other except those which expressly survive the termination of this Contract. Notwithstanding anything contained in this Contract to the contrary, the Buyer's obligation to consummate this transaction shall be subject to the satisfaction or waiver, as determined in Buyer's sole and absolute discretion, of the conditions to closing set forth in Article VII of the Asset Purchase Agreement.

7.02. Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions and covenants, in Buyer's sole and absolute discretion:

(a) Environmental Condition. Buyer, at Buyer's expense, may obtain a Phase I environmental inspection, Phase II environmental inspection (if applicable), soil borings, percolation tests, toxic or hazardous substance tests and other tests (collectively the "**Soil Tests**") showing that the Premises is satisfactory, in Buyer's commercially reasonable judgment. Any Soil Tests must be done in accordance with and subject to the provisions of Section 7.02 (c).

(b) Title Insurance. Within ten (10) days following the Effective Date, Buyer shall, at its sole cost and expense, have requested Title Insurance Company to provide Buyer with a satisfactory title insurance commitment (the "**Title Commitment**") for an ALTA comprehensive owner's title insurance policy with extended coverage (the "**Title Policy**"). Buyer shall pay at Closing the cost of an Owner's Policy of Title Insurance in the amount of the Purchase Price. Any endorsements shall be the responsibility of Buyer. If the Title Commitment or survey shows any exceptions to title which are not acceptable to Buyer, in its sole and absolute discretion, Buyer shall notify Seller, in writing, of Buyer's title objections prior to the expiration of the Inspection Period. In the event that Buyer elects to obtain a survey, Buyer shall do so at its sole cost and expense and the receipt and/or availability of the survey will not extend any of the time-periods set forth this Agreement, including this Section 7.02(b). In the event that Buyer does not so notify Seller of such title objections prior to the expiration of the Inspection Period, then those items contained in the Title Commitment shall be deemed permitted exceptions to the status of Seller's title (each a "**Permitted Exception**", collectively, the "**Permitted Exceptions**"); provided, however, that no deed of trust, mortgage, lease, judgment lien, tax lien (other than liens for non-delinquent real estate taxes), vendor's lien, mechanic's lien or other lien, whether voluntary or involuntary, shall constitute a Permitted Exception. With regard to any items that are not Permitted Exceptions and items to which Buyer does timely object within the Inspection Period (the "**Title Objections**"), Seller shall provide Buyer notice of Seller's election to either attempt to cure or not to cure the Title Objections within fifteen (15) days after the receipt of the Title Objections. If Seller does not provide notice to Buyer within said fifteen (15) day period, Seller shall be deemed to have elected not to cure any of the Title Objections. If Seller does not cure all of the Title Objections, then Buyer may, within five (5) business days after the earlier of Buyer's receipt of notice of Seller's election not to cure or the Title Objections or the expiration of fifteen (15) days after Seller's receipt of the Title Objections, either (a) terminate this Contract; or (b) waive the cure of such Title Objections, in which case such matters will be Permitted Exceptions.

If, at any time after date of the Title Commitment, any new title matters arise out of the acts of anyone other than Buyer, or Buyer discovers any title matters which were not disclosed by the Title Commitment (collectively, the "**New Matters**"), any of which affects the title to the Real Property or the right or power of Seller to perform its obligations under this Contract, Buyer shall have ten (10) days after receipt of notice of such additional exception(s) or updates to notify Seller of any objections (and if no such notice is given, then the same shall be deemed waived by Buyer and they shall be Permitted Exceptions). If Buyer timely provides Seller with such notice, the parties shall follow the same process as set forth above and the Closing Date may be extended by either party for up to thirty (30) days in order for Seller to attempt to cure any such exception.

Upon any proper termination in accordance with this Section, the parties shall have no further obligations to or recourse against each other with regard to the matters provided in this Contract, except those which expressly survive the termination hereunder.

(c) Buyer's Due Diligence Investigations; Physical Condition. Buyer shall have the opportunity and access to the Premises (subject to its execution of a License Agreement a copy of which is attached hereto as **Exhibit "C"**) during the Inspection Period to make such other legal, factual and other inquiries and investigations as Buyer deems necessary with respect to the Premises, including zoning, utilities and survey; provided, however, if Buyer desires to do any invasive testing at the Premises, including without limitation, soil analysis or core drilling (collectively, the "**Invasive Testing**"). In the event Buyer performs Invasive Testing on any portion of the Premises, Buyer shall, at Buyer's sole cost and expense, restore any such portion of the Premises to its condition prior to the Invasive Testing.

(d) Closing under the Asset Purchase Agreement. The closing under the Asset Purchase Agreement shall have occurred.

(e) Termination. If the conditions in Sections 7.02(a)-(c) of this Agreement have not been satisfied or complied with within the Inspection Period, then Buyer may terminate this Agreement, at any time on or before the expiration of the Inspection Period. This Agreement will terminate automatically in the event of termination of the Asset Purchase Agreement prior to closing under the Asset Purchase Agreement. Buyer and Seller covenant to act in good faith and use due diligence to satisfy all conditions for which they are responsible.

7.03 Buyer hereby agrees to defend, indemnify and hold Seller harmless from and against any and all claims, causes of actions, losses, liabilities, costs and expenses (including, without limitation reasonable attorneys' fees), of whatever nature and by whomever asserted, directly caused by Buyer's and/or its employees', agents' and contractors' physical access, physical inspection or testing, including, without limitation Invasive Testing, of the Premises except to the extent arising as a result of the negligence or willful misconduct of Seller, Seller's agents and employees and repair any and all damage caused to the Premises as a result of such investigations and inspections. The provisions of this subsection shall survive Closing and/or the termination of this Contract for one year.

ARTICLE VIII - Construction of Contract

8.01. Seller and Buyer hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Contract. Should any provision of this Contract require judicial interpretation, it is agreed that any court interpreting this Contract shall not apply a presumption that the terms hereof should be construed more strictly against one party than the other by reason of the rule that a document is to be more strictly construed against the party who prepared the document or the initial draft of the document. Both parties acknowledge that this Contract is the product of extensive negotiations between the parties and that both parties have contributed substantially to the final preparation of the terms and provisions of this Contract. Typewritten or handwritten provisions inserted in this Contract and initialed by both parties, and any amendment or addenda initialed or signed by both parties, shall control in the event of any conflict or inconsistency with any other provisions of this Contract, and handwritten provisions initialed by both parties shall control over typewritten provisions.

ARTICLE IX - Broker

9.01. Buyer and Seller represent that they have not dealt with any brokers who claim a commission.

ARTICLE X - Notices

10.01. All notices, demands, requests and other communications by either party to the other shall be in writing signed by the party serving the same and shall be deemed effective upon (a) actual delivery, if delivered by personal delivery, or (b) five business (5) days after deposit in United States registered or certified mail, postage prepaid, return receipt requested, or (c) one (1) day after deposit with an overnight courier service for next day delivery, with postage prepaid or (d) actual delivery if transmitted by facsimile or electronic mail transmission during normal business hours (8:00 a.m.-5:00 p.m.) for the recipient, provided, however, that the same notice is also deposited on the same day with an overnight courier for next day delivery, with postage prepaid. If the notice is intended for Seller, it shall be delivered to:

Brower Properties, Inc.
c/o/ Wieland & Condry, LLC
1548 East Primrose Street
Springfield, Missouri 65804
Attn: David L. Wieland

If the notice is intended for Buyer, it shall be delivered to:

Liberty Utilities (Missouri Water) LLC
345 Davis Road
Oakville, ON L6J 2X1
Attn: Chief General Counsel

with a copy to:

Husch Blackwell LLP
4801 Main, Ste. 1000
Kansas City, Missouri 64112
Attn: Michael J. Eason
Email: Michael.Eason@huschblackwell.com

Either party may change its notice address hereunder by written notice to the other party.

ARTICLE XI – Condition of Premises

11.01 Seller shall, within three (3) business days following the Effective Date, deliver to Buyer the following items pertaining to the Premises, to the extent in Seller's possession: any existing title policy, survey, site plan, REA/ECR encumbering the Property, tax bills, environmental reports, soil and engineering studies, design guidelines, architectural drawings, studies, construction drawings, and final plans and specifications.

11.02 Seller makes the following representations and warranties to Buyer with such representations and warranties are solely based on Seller's actual knowledge without investigation, which representations and warranties shall survive the Closing:

(a) There is no litigation pending against Seller or the Premises, and to Seller's actual knowledge, there is no litigation threatened, which would affect the sale of the Premises, including, without limitation, litigation pending or threatened against the Premises, and the Seller has received no official notice of any governmental proceedings, including without limitation, condemnation proceedings, that would impair Seller's ability to perform its obligations under the Contract, and to complete the Closing hereunder.

(b) There is no right, title, interest or claim by a third party to ownership, right of possession, option to purchase, right of first refusal, lease, adverse possession, encroachment, boundary dispute, or claim of equitable ownership, concerning the Premises. Other than matters shown in the Title Commitment, Seller is not a party to any agreements affecting the Premises, including without limitation, maintenance or other service, and license agreements, that shall be binding on Buyer at Closing. Seller shall not enter into any such agreements without prior disclosure to Buyer of the parties to and the terms and conditions of such agreements and Buyer's written consent thereof. All such agreements are terminable and Seller shall terminate effective as of the date of Closing any such agreements so that exclusive possession shall be delivered to Buyer at Closing.

(c) No hazardous material is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of by Seller (or its contractors) on, under, or at the Premises. To Seller's actual knowledge, neither the Premises nor any part of any improvements and equipment thereon contains any hazardous materials. Seller has not received any notice of any action or proceeding relating to any hazardous material or notice of any release or threatened release thereof on, under or at the Premises or any notice contrary to the prior sentences. To Seller's actual knowledge, no underground or above-ground storage tanks are or have been located on the Premises.

11.03 Seller agrees that during the period between the Effective Date and the Closing: (i) Seller will manage or cause the Premises to be managed in accordance with its past practices and in accordance with restrictive covenants and declarations which encumber the Premises; (ii) Seller will maintain Seller's existing insurance coverage with respect to the Premises from the date hereof through the date of Closing; (iii) Seller will not further encumber the Property in any manner; (iv) Seller shall not substantially modify the Premises without notice to Buyer; and (v) Seller shall notify Buyer promptly of any code violations, litigation, arbitration or administrative hearing concerning or affect any part of the Property.

11.04 The provisions of this Article 11 shall survive the Closing or earlier termination of this Contract.

ARTICLE XII - General Provisions

12.01. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

12.02. Buyer may not assign this Contract, or all or any part of its rights and obligations hereunder to one or more parties without the prior written consent of Seller which consent may not be unreasonably withheld, delayed, or conditioned; provided, however, that Buyer shall have the right, without Seller's consent, to assign this Contract to an entity owned or controlled by, controlling or under common control with Buyer.

12.03. This Contract (including the exhibits hereto, all of which are specifically incorporated herein) constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Premises or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part unless such agreement is in writing and signed by a duly authorized officer or duly authorized person on behalf of both parties.

12.04. The headings of the Articles hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

12.05. In the event of the bringing of any action or suit by either party against the other arising out of this Contract, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

12.06. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

12.07. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Contract are declared to be severable. It is the intention of the parties that, if any provision of this Contract is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which

would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

12.08. Time is of the essence hereunder.

12.09. This Contract shall be governed by and construed according to the laws of the State of Missouri.

12.10. If any date hereunder falls on a Saturday, Sunday or legal holiday, such date shall automatically be extended until the next following business day. For purpose of this Contract, Saturday is not a "business day."

12.11. The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

12.12. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Contract.

12.13. The provisions of this Contract are for the benefit of Buyer or Seller, and no other parties shall have any right or claim against Buyer or Seller by reason of this Contract or be entitled to benefit therefrom or to enforce any of the provisions thereof.

12.14. If Seller defaults hereunder, Buyer may upon providing written notice to Seller and granting Seller a right to cure the alleged default within 10 days of receipt of such notice (a) terminate this Contract by written notice delivered to Seller at or prior to the Closing; or (b) pursue an action for specific performance against Seller; provided that if an action for specific performance is unavailable due to Seller's intentional or willful conduct (such as conveying the Premises to another party), Buyer may pursue any rights or remedies available at law or in equity. Upon any default by Buyer, Seller shall give written notice to Buyer, and if such default is not cured within ten (10) calendar days, or if the default involves some act or omission which cannot be performed or complied with within said ten (10) day period and the cure thereof shall not be undertaken within said period and thereafter diligently pursued to completion, then at the expiration of such period the Buyer shall be in default under this Contract and the Seller may terminate this Contract by written notice delivered to Buyer at or prior to Closing.

ARTICLE XIII - Authority

13.01. By execution of this Contract, the undersigned, signing on behalf of Seller, hereby represents and warrants that (i) this Contract has been duly authorized and executed on behalf of Seller and constitutes a valid and binding agreement of Seller; (ii) Seller now has, and on the date of Closing will have, full right and authority to execute and deliver this Contract, and all documents and instruments required of it for the performance of this Contract; and (iii) Seller is now, and on the date of Closing will be, a valid corporation existing under and in conformity with the laws of the State of Missouri.

[Remainder of page intentionally left blank; Signature page to follow]

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

SELLER:

Brower Properties, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

BUYER:

Liberty Utilities (Missouri Water) LLC

By: _____
Name: David Swain
Title: President

Liberty Utilities (Missouri Water) LLC

By: _____
Name: Dale Harrington
Title: Secretary

EXHIBIT A

All of Lot forty-four (44) in Hidden Meadow Estates, a subdivision in Christian County Missouri, according to the recorded plat thereof.

Exhibit D
Form of Nixa Office Lease
(see attached)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this ___ day of _____, 201_ (the "Effective Date") by and between Landlord and Tenant, as identified and defined in Section 1 below.

1. **DEFINITIONS AND BASIC LEASE PROVISIONS.**

- A. **Landlord:** Brower Properties, Inc.
Landlord's Address: Brower Properties, Inc.
c/o/ Wieland & Condry, LLC
1548 East Primrose Street
Springfield, Missouri 65804
Attn: David L. Wieland

- B. **Tenant:** Liberty Utilities (Missouri Water) LLC ("Tenant")
Tenant's Address: Liberty Utilities (Missouri Water) LLC
602 S. Joplin Avenue
Joplin, MO 64801
Attention: President

- C. **The Premises:** That certain space located in the Building and generally depicted on Exhibit A attached hereto.

- F. **Permitted Use:** Any lawful use, including general office and warehouse use.

2. **ADDITIONAL DEFINITIONS.** In addition to those terms defined in Section 1 and other sections of this Lease, the following defined terms when used in this Lease have the meanings indicated:

- A. "Building" means that certain building located on the Property.

- B. "Laws" means any and all present or future federal, state or local laws, statutes, ordinances, rules, regulations or orders of any and all governmental or quasi-governmental authorities having jurisdiction.

- C. "Property" means that certain real property commonly referred to as 786 Crowley Boulevard, Nixa, Missouri, and legally described on Exhibit B attached hereto.

- D. "Rent" means the Base Rent and all other amounts required to be paid by Tenant under this Lease.

3. **TERM.**

- A. The term of this Lease shall commence on ***insert Closing Date under Asset Purchase Agreement*** (the "Commencement Date") and continuing until the date that is two

(2) years following the Commencement Date, or until such sooner date upon which the Lease is terminated pursuant to the terms hereof.

B. In the event Tenant remains in possession of the Premises after the expiration of the Lease Term, or any extensions hereof without the written consent of Landlord, this Lease shall continue on a month-to-month basis, terminable by either party upon thirty (30) days' prior written notice and Tenant shall be obligated to pay Base Rent at 125% and all other sums then payable hereunder prorated on a daily basis for each day that Landlord is kept out of possession of the Premises.

4. **DEMISE.** Landlord, in consideration for the rent and covenants herein contained, hereby leases to Tenant and Tenant hereby leases from Landlord the Premises together with the nonexclusive right to use Common Areas of the Complex. As used herein, "Complex" shall mean the Building and the appurtenant grounds, structures and parking facilities. "Common Areas" shall mean sidewalks, parking areas, driveways, landscaped areas, elevators, and those areas devoted to lobbies, entryways, corridors, elevator foyers, restrooms, mechanical rooms, janitorial closets, electrical and telephone closets, vending areas and other similar facilities (if any) provided for the nonexclusive common or joint use or benefit of Landlord, all tenants of the Complex and/or the public. Landlord warrants and represents that upon payment of Rent by Tenant and the observance and performance of all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises and all appurtenances thereto during the Term of this Lease.

5. **CONDITION OF PREMISES.** Landlord warrants that the Premises, including all fixtures, complies with all building, zoning, health or other applicable rules, regulations, or laws, whether federal, state or local, in effect as of the Commencement Date.

6. **BASE RENT.** Tenant covenants and agrees to pay Landlord for the Premises, commencing on first day of first calendar month following Commencement Date (the "Rent Commencement Date") and continuing throughout the Term of this Lease, "Base Rent" in the amount of \$1,400.00 per month. The Base Rent shall be payable in monthly installments on or before the first day of each and every month during such Term of this Lease at the Landlord's Address specified in Section 1(A), or at such other place as Landlord may designate in writing from time to time. If the Lease Term commences on a date other than the first day of a month or ends on a date other than the last day of a month, Base Rent for such month will be appropriately prorated.

7. **UTILITIES AND TAXES.**

A. **Utilities.** Landlord covenants and agrees at its own expense:

(a) To properly condition the air of the Premises from 8:00 A.M. to 6:00 P.M. on all business days (which shall include Monday through Friday of each week excluding legal holidays) and from 8:00 A.M. to 1:00 P.M. on Saturdays (excluding legal holidays) by heating or cooling the Premises to reasonable temperatures for normal occupancy and use by Tenant for the Permitted Use of the Premises as set out in Section 8 hereof; and it is agreed by the parties hereto the temperatures to be maintained shall be such that Tenant shall be able to carry out the Permitted Use of the Premises and use all necessary equipment for such use.

(b) To provide water for lavatory and drinking purposes for the Tenant's use in places designated by Landlord and located within the Building and/or Premises.

(c) To provide HVAC at such other times as Tenant may request upon reasonable notice, for which Tenant shall pay reasonable charges as additional rent.

(d) Landlord shall pay for normal electricity service to the Premises for lighting, business machines and business equipment.

(e) Landlord shall provide parking spaces proportionate to the leased area of the building on the Property for Tenant's use.

(f) In event the Landlord shall fail to provide any of the services required in Section 7(A)(a)-(f) hereof for a period of three (3) consecutive days or more, the rent due under this Lease shall abate until such time as the services are restored and the Tenant shall notify the Landlord of the date of commencement of such abatement.

B. Taxes. Landlord will pay, when due, all ad valorem taxes, charges and assessments against the Building and the Property, or any part thereof; and if Landlord shall fail to pay any such taxes, charges or assessments, Tenant may, at its option, pay same, or any part thereof, together with interest, penalties and any other charges, and deduct any and all amounts so paid from any rental due or to become due hereunder, and if such rental shall not be sufficient to fully care for the amounts so paid out by Tenant, Landlord shall promptly reimburse Tenant with such additional amount as is necessary. If at the termination of this Lease such amount as paid shall not have been entirely reimbursed, then the Landlord shall be obligated to the Tenant for any balance remaining unpaid and Tenant shall have and is hereby granted, a lien therefore against the Property for such amount until the same is fully paid.

8. **USE.** It is agreed by the parties that the Premises is to be used by Tenant only for the Permitted Use described in Section 1(F). No other business shall be conducted in or on the Premises without Landlord's written consent, which shall not be unreasonably withheld, and Tenant shall not allow the Premises to be used for any unlawful purposes. Tenant shall comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. Landlord hereby represents and warrants that the Permitted Use is permitted under the current zoning on the Premises.

9. **MAINTENANCE AND ALTERATIONS.** During the Term of the Lease, Landlord shall bear the expense and obligation of all necessary maintenance and repairs to the entire Property, including the Building and the Premises. Landlord's maintenance requirement shall include but not by way of limitation, all electrical, plumbing, elevator cars and machinery, heating, cooling and other Building facilities and equipment, all entrances, stairways, passageways, and exits, so that at all times the Premises will be in a good tenable and safe condition for the use of all employees, patrons, agents and invitees of Tenant. Landlord further agrees to make, at Landlord's own expense, all changes and additions to the Premises required by reason of any laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other installments in and upon the Premises and to fasten the same to the Premises. All such personal property, equipment, machinery, trade fixtures and installations of Tenant, whether present at the commencement of the Term of the Lease or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property, free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Term of this Lease, and shall be required to remove the same at the expiration or earlier termination of this Lease, provided that, in either such case, all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's sole cost and expense.

10. **INSURANCE AND INDEMNITY.**

A. **Tenant's Insurance.** Tenant shall maintain in effect with a responsible insurance company or companies (which company or companies must be licensed in the state in which the Premises are located) policies of insurance covering the following: (a) commercial general liability insurance relating to Tenant's business (carried on, in or from the Premises) and Tenant's use and occupancy, for personal and bodily injury and death, and damage to others' property, with limits of not less than \$1,000,000 for any one accident or occurrence and \$2,000,000 in aggregate; (b) all risk property insurance (including standard extended endorsement perils, leakage from fire protective devices and other water damage) for the Premises, along with Tenant's fixtures, furnishings, equipment, personal property, inventory and stock-in-trade, on a full replacement cost basis; and (c) workers' compensation and employer's liability insurance in such amounts as are required to comply with applicable Laws. Such policies shall name Landlord as an additional insured, except with respect to workers' compensation coverage.

B. **Certificates of Insurance.** Tenant shall provide Landlord with an insurance certificate evidencing the insurance coverages required herein promptly after receipt of written request from Landlord. Tenant's insurers must agree to endeavor to give Landlord at least 30 days prior notice of any non-renewal or cancellation of any insurance coverage required by Section 10(A) hereof. If Tenant fails to insure or pay any premiums required by Section 10(A), or to file satisfactory proof as required by this Section 10(B), Landlord may, upon 48-hours notice to Tenant, effect such insurance and recover from Tenant on demand any premiums paid by Landlord.

C. **Indemnity.** Except for the negligent acts or omissions or willful misconduct of Landlord or Landlord's agents and employees, Tenant shall indemnify and save Landlord harmless from and against any and all liability, damages, penalties or judgments arising from injury to any person or property sustained by anyone in and about the Premises. Landlord shall indemnify and save Tenant harmless from and against any and all liability, damages, penalties or judgments arising from injury to person or property sustained by anyone in and about the Premises caused by the negligent acts or omissions of Landlord or Landlord's agents and employees.

11. **ACCESS.** Landlord, and its authorized representatives, shall have the right to enter upon the Premises at all reasonable hours for the purposes of inspecting the same, making repairs at Landlord's election, or exhibiting the Premises to prospective Tenants and purchasers, but in the latter case only during the last three (3) months of the Term of this Lease. Landlord shall not interfere with or otherwise disturb Tenant's business operations.

12. **LIENS.** Tenant shall keep the Premises free and clear of all liens arising out of any work performed, materials furnished to or obligations incurred by Tenant for the improvement of the Premises.

13. **SURRENDER UPON TERMINATION.** At the expiration of the Term of this Lease or upon the earlier termination thereof, Tenant shall vacate the Premises in the good order and repair in which such property now is, or as the Premises may have been improved during the Lease Term, ordinary wear and tear excepted, and Tenant shall remove all of Tenant's property therefrom on the day on which the Lease Term or any extension thereof ends, whether upon notice or by holdover or otherwise.

14. **DEFAULT.** The following described events shall be deemed to create a default under this Lease:

A. If Tenant shall be adjudicated a bankrupt, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for Tenant's property and such appointment is not vacated within ninety (90) days.

B. If this Lease shall be assigned, or the Premises sublet, other than in accordance with the terms of this Lease.

C. If Tenant shall fail to pay any Rent when the same is due and such failure shall continue for ten (10) business days after receipt of written notice thereof from Landlord.

D. If Tenant shall fail to honor, observe, or otherwise comply with any other material term or covenant of this Lease.

Upon any default by Tenant (unless said default is for the payment of Rent pursuant to Section 14(C) above), Landlord shall give written notice to Tenant, and if such default is not cured within thirty (30) calendar days, or if the default involves some act or omission which cannot be performed or complied with within said thirty (30) day period and the cure thereof shall not be undertaken within said period and thereafter diligently pursued to completion, then at the expiration of such period the Tenant shall be in default under this Lease, and at any time thereafter prior to the cure thereof Landlord may upon reasonable notice to the Tenant, terminate this Lease, or re-enter, and take possession of the Premises and remove all persons and property therefrom without terminating the Lease.

If Landlord elects to re-enter and take possession without terminating the Lease and relets the Premises for such term or terms and at such rental or rentals and upon such reasonable terms and conditions, then upon each such reletting all rentals shall be applied first to the payment of the costs of such reletting, including brokerage fees and collection costs, if any, and second, to the payment of rent due and unpaid hereunder and the residue, if any, after payment in full of the sum of all rentals provided for herein shall be paid to Landlord. If such rentals received from such reletting during any month shall be less than that to be paid during said month by Tenant hereunder, Tenant shall immediately pay any deficiency to Landlord.

If Landlord shall fail to perform or comply with any covenant or agreement herein contained and such failure shall continue for a period of thirty (30) days after notice thereof is given Landlord, or if the default involves some act or omission which cannot be performed or complied with within said thirty (30) day period and the cure thereof shall not be undertaken within said period and thereafter diligently pursued to completion, Tenant may elect to cure Landlord's failure to cure and offset any cost thereof against rent or other sums due, and shall also be entitled to any other rights or remedies available at law or in equity.

15. **FIRE OR OTHER CASUALTY LOSSES.** In case of damage by fire or other casualty to the Premises, if the damage is so extensive as to amount to practically the total destruction of the Premises so as to make the Premises unusable for its intended purpose, then this Lease shall cease and the Rent shall be apportioned to the time of the damage. In all other cases where the Premises are damaged by fire or other casualty, Landlord shall repair the damage with reasonable diligence following receipt of insurance proceeds, and if the damage has rendered the Premises untenable, in whole or in part, there shall be an apportionment of the Rent until the damage has been repaired. In determining what constitutes

reasonable diligence, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Landlord's control.

16. **CONDEMNATION.**

A. **All of Premises.** If the whole of the Premises, or such a substantial portion thereof as will make the Premises unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and Rent shall be accounted for between Landlord and Tenant as of the date of the surrender of possession.

B. **Partial Condemnation.** If less than a substantial portion of the Premises (as described in Section 16 (A) above) is condemned for any public use or purpose by any legally constituted authority, then this Lease shall continue in full force and effect and Rent shall abate in proportion to the value of such portion of the Premises taken by the condemnation or other taking in relation to the entire Premises as of the date of such condemnation or other taking.

17. **ASSIGNMENT AND SUBLETTING.** Tenant shall not sublet this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempt to sublease without the consent of Landlord to any other third party shall be a default pursuant to Section 14 hereof. Neither party shall assign this Lease without the prior written consent of the other party; provided however, this Lease is assignable by Tenant to an affiliate of Tenant without the necessity of consent of Landlord in which event Tenant shall notify Landlord of such assignment within ten (10) business days thereafter and the assignee shall assume all obligations of Tenant hereunder. A sale of shares or membership interests in Tenant's business entity does not constitute an assignment.

18. **SUBORDINATION.** Provided the Tenant's rights under this Lease are not disturbed, Tenant agrees that this Lease shall be junior and subordinate to any and all first mortgages and deeds of trust which may now or hereafter be made with respect to the Premises. Within fifteen (15) days after a written request, Tenant shall execute and deliver any and all documents and instruments which any such mortgagee may reasonably require in order to evidence the priority over such lease of the mortgage or deed of trust. As of the Effective Date, Landlord represents and warrants to Tenant that there is no deed of trust or mortgage affecting the Premises.

19. **NOTICES.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by certified mail in a postpaid envelope, addressed to Tenant at the Tenant Address noted in Section 1(B) of this Lease, and to Landlord at the Landlord Address noted in Section 1(A) of this Lease, or as otherwise designated in writing from time to time. If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary. Such notices shall be deemed received on the earlier of the date actually received or forty-eight (48) hours after being mailed.

20. **GENERAL PROVISIONS.**

A. **Binding Effect.** Each of the provisions of this Lease shall extend to, bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective heirs, successors and assigns.

B. **Complete Agreement; Modification.** All of the representations and obligations of the parties are contained in this Lease and no modification, waiver or amendment of this

Lease, or of any of its conditions or provisions, will be binding upon a party unless signed in writing by such party.

C. **Enforcement Expenses.** Each party agrees to pay, upon demand, all of the prevailing party's costs, charges and expenses, including the reasonable fees of attorneys, agents and others retained, which are incurred in successfully enforcing its rights and remedies under this Lease in legal action as determined by a court of competent jurisdiction.

D. **No Waiver.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

E. **Severability.** If any provision of this Lease is declared to be void or unenforceable by a final judicial or administrative order, this Lease shall continue in full force and effect, except that the void or unenforceable provision shall be deemed to be deleted and to be replaced with a provision as similar in terms to such void or unenforceable provision as may be possible in order to be valid and enforceable.

F. **Authority to Bind.** Each party represents and warrants to the other that the individuals signing this Lease on behalf of Landlord and Tenant are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms.

G. **Only Landlord/Tenant Relationship.** Landlord and Tenant agree that no provision of this Lease and no act of the parties will be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

H. **Governing Law.** This Lease will be governed by and construed according to the laws of the State of Missouri.

I. **Time.** Time is of the essence of this Lease.

J. **Recording.** Upon request of either party, the parties shall execute a recordable memorandum of this Lease, which may be recorded against the Premises at the requesting party's expense.

K. **Counterparts.** This Lease may be executed at different times and in separate counterparts, each of which taken together shall constitute one fully-executed agreement. Scanned signatures shall have the same binding effect as originals.

L. **Section Headings.** The headings of the sections in this Lease are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof.

21. **BROKERS.** Landlord and Tenant represent and warrant that no broker agent negotiated or was instrumental in negotiating or consummating this Lease. Neither party knows of any other real estate broker or agent who is or might be entitled to a commission, finder's fee or other compensation in connection with this Lease. Tenant will indemnify and hold Landlord harmless from all damages paid or incurred by Landlord resulting from any claim by brokers or agents claiming through Tenant. Landlord

will indemnify and hold Tenant harmless from all damages paid or incurred by Tenant resulting from any claim by brokers or agents claiming through Landlord.

[Remainder of page intentionally left blank]

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

LANDLORD:

Brower Properties, Inc.

By: _____
Name: Cheryl H. Brower
Title: President

TENANT:

Liberty Utilities (Missouri Water) LLC

By: _____
Name: David Swain
Title: President

Liberty Utilities (Missouri Water) LLC

By: _____
Name: Dale Harrington
Title: Secretary

[Signature Page to Lease of Space at 786 Crowley Boulevard]

EXHIBIT A

The Premises

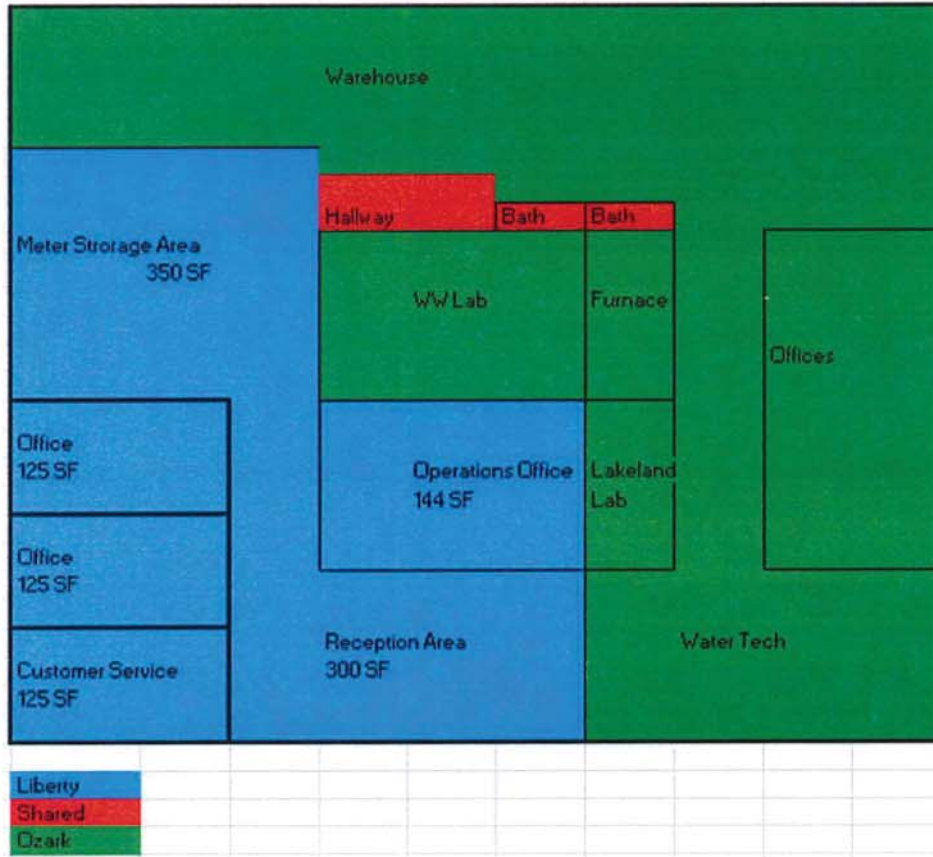


EXHIBIT B

The Property

Nixa Office located at 786 Crowley Boulevard, Nixa, Missouri, described as:

Tract I:

A tract of land situated in the southeast quarter (SE1/4) of the northeast quarter (NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), Christian County, Missouri, being all the south 100 feet of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) lying east of U.S. Highway No. 160 as now located (January 1986). Subject to a 30 foot wide easement along the west side thereof.

Tract II:

All of the south 390 feet of the north 1125.0 feet of the southeast quarter SE(1/4) of the northeast quarter NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), lying east of Highway 160. Except that part deeded, taken or used for road, street or highway purposes, in Christian County, Missouri.

Together with an easement for ingress and egress over and across the following described land-to-wit: the west 30 feet of the south 168.5 feet of the north 735.0 feet of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), lying east of Highway 160; said easement to run with the land herein conveyed and first above described.

Disclosure Schedule
to
Asset Purchase Agreement
by and among
Liberty Utilities (Missouri Water) LLC, as Buyer,
Ozark International, Inc.,
Bilyeu Ridge Water Company, LLC,
Midland Water Company, Inc.,
Moore Bend Water Utility, LLC,
Riverfork Water Company,
Taney County Water, LLC, and
Valley Woods Utility, LLC, as Sellers,
and
Ozark International, Inc., as Seller Representative
dated as of July 7, 2017

This Disclosure Schedule is delivered to Liberty Utilities (Missouri Water) LLC (the “Buyer”) pursuant to the Asset Purchase Agreement (the “Agreement”) identified above for the assets comprising the Water Systems and the Wastewater System. Capitalized terms used and not otherwise defined in this Disclosure Schedule shall have the respective meanings ascribed to such terms in the Agreement.

This Disclosure Schedule is qualified in its entirety by reference to the Agreement, and, except as expressly set forth herein, is not intended to constitute, and shall not be construed as constituting, representations and warranties of the Sellers except as and to the extent provided in the Agreement. The exceptions and disclosures set forth on a Section of this Disclosure Schedule shall be deemed disclosed with respect to and qualify each other Section of the Disclosure Schedule to the extent the applicability of such disclosure or exception to such other Section of the Disclosure Schedule is reasonably apparent on the face of the disclosure (without investigation or reference to underlying documentation). Except as otherwise set forth in the Agreement, inclusion of any item in this Schedule: (i) does not represent a determination by any party that such item is material nor shall it be deemed to establish a standard of materiality; (ii) does not represent a determination by any party that such item did not arise in the ordinary course of business; and (iii) shall not constitute, or be deemed to be, an admission to any third party concerning such item by any party.

Section 4.3

No Conflicts; Consents

Section 4.3(a)

None.

Section 4.3(b)

Approval of the Missouri Public Service Commission.

Section 4.8

Title to Purchased Assets

Ozark International, Inc. (Debtor) Financing Statement No. 20040131119C filed 12/22/2004 at the Missouri Secretary of State in favor of Empire Bank (Secured Party) over all assets

Taney County Water, LLC (Debtor) Financing Statement No. 2010608901934 filed 8/26/2010 at the Missouri Secretary of State in favor of Empire Bank (Secured Party) over all assets

Deeds of Trust, if any, encumbering the Owned Real Property as will be shown on the Title Commitments

Section 4.9

Sufficiency of Assets; System Map

Sellers enjoy the use of easements in addition to the Scheduled Easements for which there is no formal documentation, including without limitation the following easement areas:

None identified.

Section 4.10(a)

Real Property

Section 4.10(a) Owned Real Property

Parcel 1:

All of Lot 42, in block 2, John B. Jones Subdivision, of Lot 3 of the SWFRL 1/4 OF section 34, Township 23, range 20, as per the recorded survey thereof, in plat book 8, page 44, of the Taney County Recorder's office.

Parcel 2:

All of Lot 1, block 2, being the location of the No. 1 will, except that part heretofore deeded in book 247, page 185, all in Johnnie B. Jones Subdivision, as per the recorded plat thereof, in plat book 5, page 78, of the Taney County Recorders, in section 34, Township 23, range 20.

Parcel 3:

All of Lot ten (10), block eight (8), Lakeway Village Inc. No. 1, according to the recorded plat thereof in book 19, page 77 and 77A, Taney County Recorder's office, Taney County Missouri.

This correction deed is being recorded to correct an erroneous vesting in the warranty deed by corporation recorded in book 2010, at page L37721.

Parcel 4:

All of the West 20 feet of Lot five (5), Block one (1), Silver Creek Estates addition to Venice on the Lakes Subdivision according to the recorded plat thereof in plat book 11, page 38, Taney County Recorder's office , Taney County Missouri.

Parcel 5:

All of lot "A", block #1 (well lot), Venice on the Lake, Valley View Mobile Home section as per recorded plat thereof in plat book 11, page 14, Taney County Recorder's office , Taney County Missouri.

Parcel 6:

All of Lot 1B of the amended plat of lot 1 of River Ridge, per plat recorded in plat book 82 at page 34 in the office of the Recorder of Deeds for Stone County, Missouri.

Parcel 7:

A part of Lot 44, Riverfork Estates Subdivision per the recorded plat thereof in plat book 12, at page 11, Stone County, Missouri, being more particularly described as follows:

Beginning at a ½" iron pin marking the most Northerly corner of said Lot 44; thence South 38°03'20" East along the West right-of-way line of County Road No. M-140, a distance of 123.64 feet to a ½" iron pin; thence leaving said West right-of-way South 62°27'52" West, a distance of 106.33 feet to a ½" iron pin; thence North 28°44'21" West, a distance of 32.85 feet to a ½" iron pin at the Southeasterly right-of-way line of Missouri State Highway "M"; thence along said right-of-way line the following: North 00°34'08" East, a distance of 69.61 feet to a ½" iron pin; thence North 34°35'09" East, a distance of 58.44 feet to the point of beginning, containing 0.21 acres more or less, and being subject to all easements and restrictions of record.

Parcel 8:

A Track of land situated in the county of Taney, State of Missouri being a part of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼) of fractional section (18), township twenty-four (24) North, range twenty (20) West, being described as follows: starting at point which is 536.87 feet North and 796.23 feet East of the Southwest corner of said Southwest quarter (SW ¼) of the Southeast quarter (SE ¼); Thence North 21°32' West, 200 feet; thence South 21°32' East, 100 Feet; Thence North 68°28' East 100 feet; thence North 21°32' West, 100 feet; thence South 68°28' East 100 feet to the new point of beginning.

Together with a water line easement 20 feet in width being 10 feet on each side of the hereafter described centerline for the purpose of constructing and maintaining a water line over, upon, and along the property described as follows:

Being the centerline of said water line easement, to wit:

That Part of the Southwest quarter (SW ¼) of the Southeast quarter (SE ¼) of fractional section eighteen (18), Township twenty-four (24) North, range twenty (20) west, described as beginning at a point which is 536.87 feet North and 796.23 feet East of the Southwest corner of said Southwest quarter (SW ¼) of the Southeast quarter (SE ¼); thence north 68°28' East, 190 feet; thence north 21°32' West, 100 feet for a point of beginning of the centerline of said water line easement; thence South 21°32' East to a point 10 feet North of the right-of-way of a country road; thence Southeasterly 10 feet from and parallel to the North right-of-way line of said country road to the South line of said Southwest quarter (SW ¼) of upon and along for ingress and egress purposes covering the above described water line easement providing access to the above described property.

Expecting one third of all oil, gas, and all other mineral rights.

Parcel 9:

All of Lots eleven (11) and twenty eight (28) in block eight (8), Lakeway Village No. 1, according to the recorded plat thereof in book 19, page 77 and 77A, Taney County Recorder's office, Taney County Missouri.

Parcel 10:

All of Lot 16, in block 5, Johnnie B. Jones Subdivision, as per the recorded plat in plat book 8, page 44, records of Taney County; except that part of said Lot 16, block 5, described as commencing at the most easterly corner of said lot 16; thence Southwest along the Southerly line thereof, a distance of 208.00 feet to the point of beginning; thence continuing Southwest, along said Southerly line of Lot 16, a distance of 50.00 feet; thence Northwest perpendicular to the Southerly line of said Lot 16, a distance of 36.00 feet; thence Northeast, parallel with the Southerly line of said Lot 16, a distance of 50.00 feet; thence Southeast, perpendicular to the last described course, a distance of 36.00 feet to the point of beginning.

A portion of Lot 16, block 5, Johnnie B. Jones Subdivision, as per the recorded plat in plat book 8, page 44, Records of Taney County, that portion being described as follows:

Commencing at the most Easterly corner of said Lot 16; thence Southwest along the Southerly line thereof, along said Southerly line of Lot 16, a distance of 50.00 feet; thence Northwest perpendicular to the Southerly line of said Lot 16, a distance of 36.00 feet; thence Northwest, parallel with the Southerly line of said Lot 16 a distance of 50.00 feet; thence Southeast, perpendicular to the last described course, a distance of 36.00 feet to the point of beginning.

It is the purpose of this description to describe a parcel around well No.2 located on said Lot 16, block 5, Johnnie B. Jones Subdivision.

Parcel 11:

All that part designated as common area/greenspace on the final plat of Valley Woods Subdivision, phase 2, a subdivision being part of the Southwest quarter of the Northwest quarter of section 13, Township 25 North, range 22 West, Christian County, Missouri, per the plat filed for the record in book H, page 420 Christian County, Missouri.

Section 4.10(b) Leased Real Property

Tract 1:

Nixa Office located at 786 Crowley Boulevard, Nixa, Missouri, described as:

Tract I:

A tract of land situated in the southeast quarter (SE1/4) of the northeast quarter (NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), Christian County, Missouri, being all the south 100 feet of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) lying east of U.S. Highway No. 160 as now located (January 1986). Subject to a 30 foot wide easement along the west side thereof.

Tract II:

All of the south 390 feet of the north 1125.0 feet of the southeast quarter SE(1/4) of the northeast quarter NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), lying east of Highway 160. Except that part deeded, taken or used for road, street or highway purposes, in Christian County, Missouri.

Together with an easement for ingress and egress over and across the following described land-to-wit: the west 30 feet of the south 168.5 feet of the north 735.0 feet of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) of section twenty-three (23), township twenty-seven (27), range twenty-two (22), lying east of Highway 160; said easement to run with the land herein conveyed and first above described.

Tract 2:

Midland Water Well Site owned by Brower Properties, Inc., described as:

All of Lot forty-four (44) in Hidden Meadow Estates, a subdivision in Christian County Missouri, according to the recorded plat thereof.

Section 4.10(c) Scheduled Easements

- 1) All utility easements dedicated on the following plats:
 - a) Hidden Meadow Estates, a subdivision according to a map or plat thereof, recorded in the office of the Recorder of Deeds of Christian County, Missouri, in Book G, Page 278.
 - b) The Final Plat of Valley Woods Subdivision Phase Two, a subdivision according to a map or plat thereof, recorded in the office of the Recorder of Deeds of Christian County, Missouri, in Book H, Page 420.
 - c) John B. Jones Sub-division, as per the recorded survey thereof, recorded in the office of the Recorder of Deeds of Taney County, Missouri, in Plat Book 8, Page 44.
 - d) Lakeway Village No.1, according to the recorded plat thereof, recorded in the office of the Recorder of Deeds of Taney County, Missouri, in Book 19, Page 77 and 77A.
 - e) Riverfork Estates, according to the recorded plat thereof, recorded in the office of the Recorder of Deeds of Stone County, Missouri, in Plat Book 12, Page 11.
 - f) Venice on the Lake, Valley View Mobile Home Section, as per the recorded plat thereof, recorded in the office of the Recorder of Deeds of Taney County, Missouri, in Plat Book 11, Page 14.
 - g) Silver Creek Estates Addition to Venice on the Lake, as per the recorded plat thereof, recorded in the office of the Recorder of Deeds of Taney County, Missouri, in Plat Book 11, Page 38.
 - h) Johnnie B. Jones, according to the recorded plat thereof, recorded in the office of the Recorder of Deeds of Taney County, Missouri, in Book 5, Page 78.
 - i) Bilyeu Ridge Hills, a subdivision according to a map or plat thereof, recorded in the office of the Recorder of Deeds of Christian County, Missouri, in Book G, Page 190.
- 2) A water line easement 20 feet in width being 10 feet on each side of the hereafter described centerline for the purpose of constructing and maintaining a water line over, upon, and along the property described as follows:

Being the centerline of said water line easement, to wit: That part of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of fractional Section Eighteen (18), Township Twenty-Four (24) North, Range Twenty (20) West, described as beginning at a point which is 536.87 feet North and 796.23 feet East of the Southwest corner of said Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼); thence North 68°28' East, 190 feet; thence North 21°32' West, 100 feet for a point of beginning of the centerline of said water line easement; thence South 21°32' East to a point 10 feet North of the North right-of-way of a county road; thence Southeasterly 10 feet from and parallel to the North right-of-way line of said county road to the South line of said Southwest Quarter (SW ¼) of Southeast Quarter (SE ¼); together with a right-of-way easement over, upon and along for ingress and

egress purposes covering the above described water line easement providing access to the above described property.

[End of Section 4.10(c)]

Section 4.13

Legal Proceedings; Governmental Orders

Section 4.13(a)

Pending Complaint before the Missouri Public Service Commission, captioned *The Office of Public Counsel vs. Moore Bend Water Utility, LLC*, WC-2016-0252 (filed March 31, 2016).

Valley Woods Subdivision (MO5031152)

1. Outstanding Public Notice (Overdue) for missed 2012 nitrate sample.

Bilyeu Ridge Water Company LLC (MO5036027)

1. Outstanding Public Notice (Overdue) for 1/2016 Failure to Monitor.

Moore Bend Water Utility LLC (MO5036117)

1. None Outstanding.

Taney Co Water LLC – Venice (MO5036180)

1. Current outstanding Administrative Penalty Order for persistent low pressure and low/no residual events (8 documented events between 2012-2015) and failure to provide adequate public notice during these BWA/BWO.
 - a. Failed to remit penalty associated with Administrative Penalty Order.
2. Failed to submit 2015/2016 Nitrate sample (can be corrected if 2017 sample submitted).
3. Failed to submit VOC sample for monitoring period from 1/2014-12/2016.
4. Failed to submit IOC sample for monitoring period 1/2014-12/2016.
5. Failed to distribute 2014 CCR & Failed to correctly distribute 2015 CCR. Both can be corrected with proper 2016 CCR delivery (due 7/1/17).
6. Uncorrected Significant Deficiencies identified during 12/2014 Routine Inspection. Specifically-
 - a. Improperly sealed wellheads at Honey Lane and Valley View well.
 - b. Improperly sealed storage structure serving the Venice on the Lake Distribution system.

Taney Co Water LLC – Lakeway (MO5036223)

1. Failed to distribute 2014 CCR & Failed to correctly distribute 2015 CCR. Both can be corrected with proper 2016 CCR delivery (due 7/1/17).
2. Outstanding Public Notice (Overdue) for failing to correct Significant Deficiency by 12/18/15 due date (this has since been corrected to 12/2016) but Public Notice is still outstanding for the violation.
3. Outstanding Public Notice (Overdue) for 3/2012 Total Coliform+.
4. Active BCA that can be closed out if CCR and PN are completed.

Riverfork Ranch Estates (MO5036315)

1. Failed to distribute 2014 CCR & Failed to correctly distribute 2015 CCR. Both can be corrected with proper 2016 CCR delivery (due 7/1/17)
2. Missing Lead & Copper Public Education (Per Jeff Pinson, Jeff Colbach contacted him 5/5/17 and got info necessary to resolve these. Jeff Colbach stated he would return certifications sometime next week).

Midland Water Co (MO5040176)

1. None Outstanding

Section 4.13(b)

None.

Section 4.14

Compliance with Laws; Permits

Section 4.14(a)

None.

Section 4.14(b)

Certificates of Public Convenience and Necessity, as follows:

Taney County Venice M05036180 (includes Red Rock, Honey Lane and Valley View wells)

Taney County Lakeway M05036223

Moore Bend #1 and #2 M05036117

Valley Woods M05031152

Midland M05040176

Riverfork M05036315

Bilyeu Ridge M05036027

Section 4.17

Employment Matters

Employees of Sellers with respect to the Systems:

Name	Position / Full or Part Time	Length of Service	Base Compensation Rate	Commission, Bonus or Incentive	Benefits
Connie Long	Office / Full-Time	Approx. 10 years	\$15.00 per hour	None	None
Donaleen Alexander	Office / Full-Time	Approx. 6.5 years	\$11.00 per hour	None	None
Valerie Guerin	Meter Reader / Part-Time (as needed)		\$11.00 per hour	None	None
Jeff Colboch		< 1 year	\$650 per week	None	None

All employees receive 30 hours annual sick leave, and vacation based on hours worked and length of service. There is no severance practice, plan or policy.

Independent Contractors of Sellers with respect to the Systems:

Name	Position / Full or Part Time	Length of Service	Base Compensation Rate	Commission, Bonus or Incentive	Benefits
Shorty Guerin	Maintenance / N/A	N/A	Negotiated per engagement	N/A	N/A

Consultants of Sellers with respect to the Systems: None.