

APPENDIX S2

**FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT**

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT ("First Amendment") is made and entered into as of this 12th day of July, 2013, by and between Missouri-American Water Company, a Missouri corporation ("Buyer"), Great Southern Bank, a Missouri chartered bank ("Great Southern"), and Tri States Utility, Inc., a Missouri corporation ("Tri States" and, together with Great Southern, "Sellers"). Hereinafter, Buyer, Tri States and Great Southern may each be referred to individually as a "Party" or together as the "Parties".

WITNESSETH:

WHEREAS, Buyer and Sellers entered into an Asset Purchase Agreement ("Purchase Agreement") with an Effective Date of June 10, 2013; and

WHEREAS, the Purchase Agreement contemplated that certain schedules and exhibits thereto would be completed on or before the date hereof; and

WHEREAS, despite the Parties' efforts, not all such schedules and exhibits have yet been completed and the Parties desire to extend the deadline for such schedules and exhibits, being Schedule 3.4(b), Exhibit 3, and Exhibit 6 (the "Remaining Exhibits"), to be completed;

NOW THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the Parties hereby agree as follows:

1. The time to complete the Remaining Exhibits is hereby extended to July 22, 2013. Without limiting the generality of the foregoing, (a) Section 9.1(k) of the Purchase Agreement is hereby amended in its entirety to read as follows: "(k) by Sellers or Buyer, at any time after July 22, 2013, in the event that the Parties have not agreed on the content of each of Schedule 3.4(b) and Exhibit 3 hereto" and (b) no Party shall be deemed to be in breach of the Purchase Agreement as a result of the failure of any of the Remaining Exhibits, Exhibit 2 or Schedule 4.3 to be finalized prior to July 22, 2013.

2. The Parties hereby agree that all references to the Accounting Methodologies and/or to Exhibit 2 are hereby deleted from the Purchase Agreement and its Exhibits.

3. Schedule 4.3 attached hereto has been accepted and agreed to by the Parties as Schedule 4.3 to the Purchase Agreement.

4. In all other respects, the terms of the Purchase Agreement shall continue in full force and effect. To the extent the terms of the Purchase Agreement conflict with the terms of this First Amendment, the terms of this First Amendment shall control.

5. Capitalized terms used herein and not defined herein shall have the meaning given to them in the Purchase Agreement.


6. This First Amendment may be executed in one or more counterparts, each of which

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shall be deemed an original, but all of which together shall constitute one and the same instrument, and any such counterpart(s) into which a full complement of signatures has been inserted, whether or not those signatures are contained on separate signature pages, shall be deemed a valid original hereof. A counterpart bearing one or more signatures that has been sent by facsimile, email, or any other electronic transmission shall be deemed to be complete and to bear valid original signatures.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Asset Purchase Agreement to be effective as of the day and year first above written.

Missouri-American Water Company, a Missouri corporation

By:   
\_\_\_\_\_  
Frank Kartmann, President

Great Southern Bank, a Missouri chartered bank

By:   
\_\_\_\_\_  
Jessica Braden, Manager REO Sales

Tri States Utility, Inc., a Missouri corporation

By:   
\_\_\_\_\_  
Keylin Riggs, Acting President