

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT ("Second Amendment") is made and entered into as of this 26th 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 Parties, previously amended the Purchase Agreement by a First Amendment dated July 12, 2013; and

WHEREAS, the Parties' desire to further amend the Purchase Agreement as set forth herein;

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

1. The last sentence in Section 2.2(c) of the Purchase Agreement is deleted.
2. Schedule 2.3(a) is hereby amended to reflect that Buyer shall not be assigned nor assume Tri States' customer deposits; and, instead, Tri States shall, prior to the Closing, refund all such customer deposits, either by a credit or credits against the respective customer's bill for service rendered to such customer prior to the Closing, or mailing of a company check for any remaining deposit amount (including any applicable interest) to the most recent address shown on Tri States' records. Schedule 2.3(a), modified in accordance with the preceeding and attached hereto, is hereby accepted and agreed to by the Parties as Schedule 2.3(a) to the Purchase Agreement.
3. Schedule 3.4(b) attached hereto is hereby accepted and agreed to by the Parties as Schedule 3.4(b) to the Purchase Agreement.
4. Exhibit 3 attached hereto is hereby accepted and agreed to by the Parties as Exhibit 3 to the Purchase Agreement.
5. Exhibit A to Exhibit 6 attached hereto is hereby accepted and agreed to by the Parties as Exhibit A to Exhibit 6 to the Purchase Agreement.
6. In all other respects, the terms of the Purchase Agreement shall continue in full force and effect, as modified by the First Amendment. To the extent the terms of the Purchase Agreement, as modified by the First Amendment, conflict with the terms of this Second

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Amendment, the terms of this Second Amendment shall control.

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

8. This Second Amendment may be executed in one or more counterparts, each of which 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.

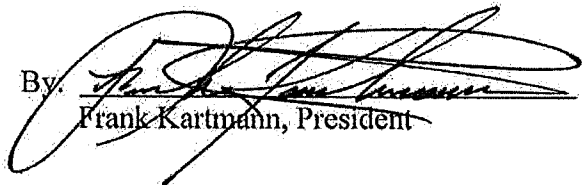
IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Asset Purchase Agreement to be effective as of the day and year first above written.

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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

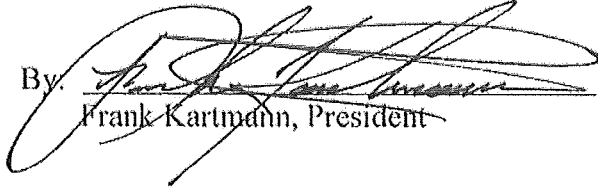
By:



Kevin Riggs, Acting President

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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: _____
Kevin Riggs, Acting President

Schedule 2.3(a)

List of Assumed Liabilities, Contracts, and Leases

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

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Schedule 3.4(b)

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

A. Against Tract 1 from Schedule 3.4(a):

1. Deed of Trust dated April 25, 1997, to Great Southern Financial Corporation, as Trustee for Great Southern Bank, FSB, filed May 1, 1997 in Record Book 0344, at Page 7091, securing the payment of a Promissory Note in the original amount of \$1,300,000.00.
2. Financing Statement between Tri States Utility, Inc., Debtor, and Great Southern Bank, Secured Party, filed November 9, 2012, in Book 2012, at Page 45015, Recorder's Office, Taney County, Missouri.
3. Foreign Transcript Judgment Case #11AF-MC02528, December 21, 2011, styled Tri-States Utility, Inc., vs. Infinity Metering Company, which is actually a judgment in favor of Old National Bank against Debtor.
4. Taney County, Missouri real estate taxes/assessments, unpaid for the year 2013 and all subsequent years, Tax ID# 18-2.0-03-000-000-005.001 (SURVIVING.)
5. Roadway Easement Agreement as set out in Book 0323, at Page 0315, Recorder's Office, Taney County, Missouri. (SURVIVING.)
6. Easement to Empire District Electric Company as set out in Book 317, at Page 2582, Recorder's Office, Taney County, Missouri. (SURVIVING.)
7. Grant of Utility Easement, to The Tri States Utilities Co. Inc. as set out in Book 0334, at Page 1792, Recorder's Office, Taney County, Missouri. (SURVIVING.)
8. Right-of-Way Easement granted to Tri-States, Inc. as set out in Book 2009, at Page 32696, Recorder's Office, Taney County, Missouri. (SURVIVING.)

B. Against Tract 2 from Schedule 3.4(a):

1. Deed of Trust dated April 25, 1997, to Great Southern Financial Corporation, as Trustee for Great Southern Bank, FSB, filed May 1, 1997 in Record Book 0344, at Page 7091, securing the payment of a Promissory Note in the original amount of \$1,300,000.00.
2. Financing Statement between Tri States Utility, Inc., Debtor, and Great Southern Bank, Secured Party, filed November 9, 2012, in Book 2012, at Page 45015, Recorder's Office, Taney County, Missouri.

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3. Foreign Transcript Judgment Case #11AF-MC02528, December 21, 2011, styled Tri-States Utility, Inc., vs. Infinity Metering Company, which is actually a judgment in favor of Old National Bank against Debtor.
4. Taney County, Missouri real estate taxes/assessments, unpaid for the year 2013 and all subsequent years, Tax ID# 18-2.0-10-004-001-034.001. **(SURVIVING.)**
5. Certificate of Survey as set out in Plat Book 22, at Page 28, Recorder's Office, Taney County, Missouri. **(SURVIVING.)**

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Exhibit 3

Adjustment Amount

The Purchase Price shall be increased by an amount equal to 70% of the value of the accounts receivable included in the Acquired Assets, as determined by Buyer in good faith.

The Purchase Price shall be increased by an amount equal to 70% of the value of the work in process included in the Acquired Assets, as determined by Buyer in good faith.

The Purchase Price shall be decreased by an amount equal to the amount of all wages and unused vacation time which are paid over to employees by Buyer in connection with the Closing.

Tri States shall provide such assistance in connection with Buyer's calculation of the Adjustment Amount as shall be reasonably requested by Buyer.

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Exhibit 6

Exhibit A

Intangibles

Architectural site maps for the system	
Phone number (417) 334-4189	
Customer List (currently containing information for 3,679 customers)	
Merchant and/or Manufacturers License (Taney County)	12/31/2013
City of Branson Business License	4/30/2014
DNR Permit for Water Supply # 5024601	No Exp
Missouri Retail Sales License	No Exp
MoPSC Certificates of Convenience and Necessity Case No. WO-92-257, June 23, 1992; Case No. WA-2004-0276, dated January 6, 2004; and Case No. WA-2006-0241 dated April 27, 2006	
	No Exp