

ASSET PURCHASE AGREEMENT

3 This ASSET PURCHASE AGREEMENT is dated as of the 8th day of January, 2002, and entered into by and among Ozark Waste Water Management Corp., Inc., a Missouri corporation having its principal office at Nixa, Missouri ("Seller"), and English Village Not-For-Profit Sewer Corporation, Inc., a Missouri not-for-profit corporation having its principal office at 3078 S. Delaware, Springfield, Missouri 65804 ("Purchaser").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

I. *Purchase and Sale of Assets.*

1.1 *Assets Transferred.* Subject to and upon the terms and conditions set forth in this Agreement, Seller will sell, transfer, convey, and assign to Purchaser, and Purchaser will purchase or acquire from Seller at the closing, all right, title and interest of Seller in and to the assets listed in Schedule 1.1.

1.2 *Transfer of the Assets.* Subject to the terms and conditions hereof, at the Closing the Assets shall be transferred or otherwise conveyed to Purchaser free and clear of all liabilities, obligations, liens and encumbrances, excepting only those liabilities and obligations which are expressly agreed to be assumed by Purchaser hereunder and those liens and encumbrances securing the same which are specifically disclosed herein and expressly permitted by the terms hereof.

1.3 *Excluded Assets.* Seller will retain and not transfer and Purchaser will not purchase or acquire from Seller the assets described on Schedule 1.3 hereto (the "Excluded Assets").

II. *Closing; Purchase Price.*

2.1 *Time and Place of Closing.* The closing of the sale of the Assets (the "Closing") shall take place at 10:00 A.M. local time, November 1, 2002, at the offices of Blackwell Sanders Peper Martin, 901 St. Louis Street, Suite 1900, Springfield, Missouri, or such other time and place as the parties may agree upon.

2.2 *Purchase Price of the Assets.* On the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to pay to Seller \$155,000.00. The Purchase Price shall be payable at the Closing by certified or official bank check or by a wire transfer of immediately available funds to Attorney Don Busch as escrow agent for Seller. The escrow agent shall distribute funds from the closing per requirements of the Missouri Department of Natural Resources, the Missouri Public Service Commission or any other official agency having jurisdiction. Nothing in this agreement shall be construed to require Purchaser to ensure payment from the proceeds of the sale contemplated by this Agreement of any debt of Seller.



2.3 *Allocation of Purchase Price.* The Purchase Price shall be allocated among the Assets as shown in Schedule 2.3 hereto, and Seller and Purchaser shall prepare and file with the Internal Revenue Service Form 8594 consistent with such allocation.

2.4 *Assumption of Liabilities:* Purchaser assumes no liabilities of Seller by virtue of this Agreement. It is expressly understood that Purchaser is acquiring only those specified assets listed in this Agreement, and is not purchasing Seller's operation as a going concern.

III. *Representations and Warranties of Seller.*

Seller represents and warrants to Purchaser as follows:

3.1 *Organization, Standing and Qualification.* Seller is a corporation duly organized, validly existing and in good standing under the laws of Missouri, has full corporate power and authority to enter into this Agreement, to carry out the transactions contemplated by this Agreement, to carry on its business as now being conducted and to own, lease or operate its properties.

3.2 *Authorization and Approval of Agreement.* All proceedings or corporate action required to be taken by Seller relating to the execution and delivery and the consummation of the transactions contemplated hereby shall have been taken at or prior to the Closing.

3.3 *Execution, Delivery and Performance of Agreements.* The execution, delivery and performance of this Agreement will not, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Seller's Articles of Incorporation or Bylaws or, to the best knowledge of Seller, any franchise, mortgage, deed of trust, lease, contract, agreement, license, law, rule or regulation or any order, judgment or decree by which Seller may be bound or affected. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of, enforceable against Seller, in accordance with its terms.

3.4 *Governmental Approvals.* Except as set forth in Schedule 3.4 hereto, no consent, approval, order or authorization of, notice to, or registration, declaration or filing with, any governmental authority or entity, domestic or foreign (the "Governmental Approvals"), is or has been required on the part of Seller in connection with the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby, except those listed in this Agreement.

3.5 *Brokers, Finders, etc.* All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any person acting on behalf of Seller in such manner as to give rise to any claim against Purchaser for any brokerage or finders' commission, fee or similar compensation.

IV. *Representations and Warranties by Purchaser.*

Purchaser represents and warrants to Seller as follows:

4.1 *Organization.* Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Missouri, has full corporate power and authority to enter into this Agreement, to carry on its business as now being conducted and to own, lease or operate its properties.

4.2 *Authorization and Approval of Agreement.* All proceedings or corporate action required to be taken by Purchaser relating to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been taken at or prior to the Closing.

4.3 *Execution, Delivery and Performance of Agreement.* Neither the execution, delivery nor performance of this Agreement by Purchaser will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Purchaser's Certificate of Incorporation or Bylaws or, to the best knowledge of Purchaser, any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule or regulation or any order, judgment or decree to which Purchaser is a party or by which it may be bound or affected. This Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

4.4 *Brokers, Finders, etc.* All negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any Person acting on behalf of Purchaser in such manner as to give rise to any valid claim against Purchaser for any brokerage or finder's commission, fee or similar compensation.

V. *Other Agreements.*

5.1 *Cooperation in Transaction.* Seller and Purchaser, as promptly as practicable after the date hereof, shall (a) make all such filings and submissions under applicable laws, rules and regulations as may be required to consummate the transfer of the Assets and the other transactions contemplated hereby in accordance with the terms of this Agreement, and (b) use commercially reasonable efforts to obtain all necessary authorizations, approvals, and consents from all persons, employee groups and governmental authorities in order for it to so consummate such transfer and transactions. Seller and Purchaser will coordinate and cooperate with one another in exchanging such information and supplying such reasonable assistance as may be reasonably requested by each in connection with the foregoing.

VI. *Conditions Precedent to Purchaser's Obligations.*

All obligations of Purchaser hereunder are subject, at the option of Purchaser, to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its reasonable commercial efforts to cause each such condition to be so fulfilled:

(a) All representations and warranties of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing date.

(b) All covenants, agreements and obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been duly and properly performed in all material respects.

(c) Since the date of this Agreement, there shall not have occurred any material adverse change in the condition of the Assets.

(d) There shall be delivered to Purchaser certificates executed by the President of Seller as of the Closing date, certifying that the conditions set forth in paragraphs (a), (b) and (c) of this section have been fulfilled.

(e) All of the Governmental Approvals shall have been duly obtained, including approval by the Missouri Department of Natural Resources and the Missouri Public Service Commission.

(f) Seller shall have delivered to Purchaser at the Closing all documents, certificates and agreements necessary to transfer to Purchaser good and marketable title to the Assets, free and clear of any and all Liens thereon, including a release of all claims by OEI arising out of any judgment against Seller or its owners, officers, shareholders or employees.

(g) All corporate and other proceedings of Seller in connection with the transactions contemplated by this Agreement, and all documents and instruments incident to such corporate proceedings, shall be reasonably satisfactory in substance and form to Purchaser and its counsel, and Purchaser and its counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

(h) Purchaser's obligations under this Agreement are further contingent upon Purchaser's entry into a contract with the City of Springfield, Missouri for sewage treatment on terms acceptable to Purchaser in its sole discretion as well as governmental approval of said Contract.

(i) Purchaser's obligations under this Agreement are further contingent upon Purchaser obtaining financing from the USDA in such amounts and terms as are deemed acceptable by Purchaser in its sole discretion.

(j) Seller shall have obtained written consents to the transfer or assignment to Purchaser of all agreements, licenses, leases and other material contracts of the Seller relating to the business of Seller (other than immaterial purchase and sales orders in the ordinary course of business), where the consent of any other party to any such contract may, in the opinion of Purchaser's counsel, be required for such assignment or transfer.

VII. *Conditions Precedent to Seller's Obligations.*

All obligations of Seller at the Closing are subject, at the option of Seller, to the fulfillment of each of the following conditions at or prior to the Closing, and Purchaser shall exert its reasonable commercial efforts to cause each such condition to be so fulfilled:

(a) All representations and warranties of Purchaser contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing.

(b) All obligations required by the terms of this Agreement to be performed by Purchaser at or before the Closing shall have been duly and properly performed in all material respects.

(c) There shall be delivered to Seller a certificate executed by the President of Purchaser, dated as of the Closing date, certifying that the conditions set forth in paragraphs (a) and (b) of this section have been fulfilled.

(d) All corporate and other proceedings in connection with the transactions contemplated by this Agreement, and all documents and instruments incident thereto, shall be reasonably satisfactory in substance and form to Seller and its counsel, and Seller and its counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

VIII. *Indemnification.*

(a) Seller hereby indemnifies and agrees to hold Purchaser harmless from, against and in respect of, and shall on demand reimburse Purchaser for any liabilities of Seller, including without limitation, liabilities in respect of or in connection with:

(i) Any and all loss, liability or damage resulting from any untrue representation, breach of warranty or non-fulfillment of any covenant or agreement by Seller contained herein or in any document or instrument delivered to Purchaser hereunder;

(ii) Any and all loss, liability or damage suffered or incurred by Purchaser in respect of or in connection with any Excluded Liabilities or any of the Assets prior to the Closing date;

(iii) Any loss, liability or damage suffered or incurred by Purchaser as a result of failure to comply with applicable bulk sales laws (in connection with the transactions contemplated by this Agreement);

(iv) Any and all loss, liability or damage in respect of or in connection with Taxes; and

(v) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, legal fees and expenses, incident to any of the foregoing, or in enforcing this indemnity.

IX. *Survival; Claims.*

9.1 *Survival of Representations and Warranties.* All representations and warranties made by any party to this Agreement shall survive the Closing.

9.2 *Claims.* In the event that any party to this Agreement (the "Claimant") desires to make a claim against any other party to this Agreement (the "Indemnitor"), under this Article X, the Claimant shall give notice to the Indemnitor of the matter with respect to which the Claimant claims a right to indemnification hereunder. The Claimant is not required to, but may (if applicable) give the Indemnitor full authority to defend or settle the matter in the name of the Claimant or otherwise as the Indemnitor shall elect. Claimant shall have the right with counsel of its choosing to defend or settle the matter and Indemnitor shall cooperate fully in the defense or settlement thereof. With respect to liquidated claims, if, within 30 calendar days after notice of the claim, the Indemnitor has not contested such claim in writing, the Indemnitor shall pay the full amount thereof in cash within 30 calendar days after the expiration of such period.

X. *Miscellaneous.*

10.1 *Notices.* Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first-class registered mail, return receipt requested, addressed to the parties at the addresses set forth in the recitals hereto (or at such other address as any party may specify by notice to all other parties given as aforesaid).

10.2 *Legal and Other Costs.* In the event that any party (the "Defaulting Party") defaults in its obligations under this Agreement and, as a result thereof, the other party (the "Non-Defaulting Party") seeks to legally enforce his or its rights hereunder against the Defaulting Party, then, in addition to all damages and other remedies to which the Non-Defaulting Party is entitled by reason of such default, the Defaulting Party shall promptly pay to the Non-Defaulting Party an amount equal to all costs and expenses (including reasonable attorney fees) paid or incurred by the Non-Defaulting Party in connection with such enforcement.

10.3 *Whole Agreement.* This writing constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all of the parties hereto.

10.4 *Waivers.* No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

10.5 *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of each party hereto and its successors and assigns.

10.6 *Headings.* The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.

10.7 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

10.8 *Expenses.* Each party shall bear its own expenses, costs and fees (including attorney and auditor fees) incurred by it in connection with the transactions contemplated hereby, whether or not the transactions contemplated hereby or thereby shall be consummated.

10.9 *Severability.* If any provision of this Agreement shall be held or deemed to be or shall be, in fact, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

10.10 *Governing Law.* This Agreement, the other Basic Agreements and all amendments thereof shall be governed by and construed in accordance with the law of the State of Missouri applicable to contracts made and to be performed therein. The parties consent to the jurisdiction and venue of the state courts of Missouri for all matters arising under this Agreement.

10.11 *Risk of Loss.* The risk of any loss, damage, impairment, or confiscation or condemnation of the Assets, or any part thereof shall be upon the Seller prior to the Closing date. In any such event, the proceeds of, or any claim for any loss payable under, Seller's or Parent's insurance policy, judgment or award with respect thereto shall be payable to Seller or Parent, which shall either repair, replace or restore any such property as soon as possible after its loss, impairment, confiscation or condemnation, or, if insurance proceeds are sufficient to repair, replace or restore the property, pay such proceeds to Purchaser, provided that in the event of substantial damage to a material part of the Assets, either party may terminate this Agreement with no penalty or liability to the other.

10.12 *Specific Performance.* The parties hereto acknowledge that damages may be an inadequate remedy for a breach of this Agreement and that the obligations of the parties shall be specifically enforceable, but the availability of specific performance shall in no way limit the availability of damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

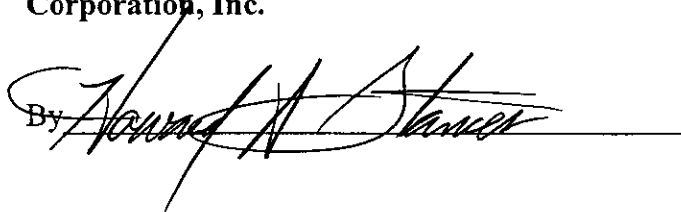
Ozark Waste Water Management Corp., Inc.

By _____



PURCHASER:

**English Village Not-For-Profit Sewer
Corporation, Inc.**

By  _____

SCHEDULE 1.1—PURCHASED ASSETS

All parts and components of the collection system used by Seller in connection with its waste water treatment activities, including:

- (a) All underground pipes or aboveground pipes used to transport sewage for treatment;
- (b) All fittings, valves, manhole covers, lift stations, pumps, or other equipment comprising or used in connection with the collection system;
- (c) All easements, right-of-ways, licenses or real property owned by Seller under, on, or over which collection system pipes run.

SCHEDULE 1.3 – EXCLUDED ASSETS

Seller shall retain all title, interest and responsibility for the treatment facility at which it presently treats sewage. Seller shall retain same and neither Purchaser, nor any member of Purchaser shall acquire an interest or any responsibility for such treatment facility nor any real property or equipment used in connection with the treatment facility or its discharge or outfall lines.

SCHEDULE 3.4 – GOVERNMENTAL APPROVAL

1. Missouri Public Service Commission
2. Missouri Department of Natural Resources