

AGREEMENT

THIS AGREEMENT ("Agreement") dated as of January 12 2007, is by and among Rainree Plantation, Inc. ("Developer"), AquaSource Utility, Inc. ("Buyer") and Central Jefferson County Utility Company (the "Central Jefferson") (each referred to a "Party" or "Parties")

WHEREAS, Developer has built and developed the subdivision and amenities located in the service area of Central Jefferson (the "Central Jefferson Service Area"), pursuant to which Developer is contractually entitled to connection fees totaling \$1,100 (comprised of \$1,000 connection fee plus a \$100 fire hydrant installation fee) (the "Connection Fees") to be paid by the purchasers of lots located in the Central Jefferson Service Area, as well as a pro-rata contribution from any homebuilder related to the cost of installing water and sewer lines; and

WHEREAS, Central Jefferson is to be acquired by AquaSource Utility, Inc. ("Buyer"), and Buyer, Central Jefferson and Developer desire to provide for Developer or its assigns to continue to receive the Connection Fees from all lots except those not presently served by sewer lines, and

WHEREAS, Developer has the responsibility to install sewer lines to be available to all lots in the Central Jefferson Service Area, and Buyer is willing to accept the responsibility of installing said sewer lines when needed in consideration of Developer assigning to Buyer all of its rights to the Connection Fees for all lots that at this time do not have sewer lines available.

NOW THEREFORE, it is agreed between the parties as follows.

1. Immediately prior to the execution of this Agreement, Developer has the right to collect Connection Fees for all lots located in the Central Jefferson Service Area, including without limitation those for which water and sewer lines have been installed and those listed in Exhibit A hereto.

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Missouri Public Service Commission

Staff Exhibit No. 10
Date 12/20/06 Case No. 502007-0071 72
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2. Developer hereby assigns to Buyer all of its rights to receive Connection Fees in connection with installation of water and sewer lines to lots described herein, whether such rights are contractual or by reason of water or sewer line right of reimbursement. Total Connection Fees shall not exceed \$1,100 per home.

3. Developer has a contract with each lot purchaser to collect these fees at such time a home is built on said lot.

4. The lots listed in Exhibit A hereto do not presently have sewer lines available and Developer hereby assigns and Buyer, in consideration of Buyer's acceptance of the responsibility of installing sewer lines to serve said lots, hereby accepts the assignment of the right to receive all the Connection Fees on all lots being served by the new sewer lines.

5. The Parties will in all ways aid the assignee of the right to receive the Connection Fees in collecting the Connection Fees. The Parties will execute any documents useful in enforcing collection of Connection Fees and Developer expressly gives Buyer the right to bind Developer in any lien waivers lending institutions may require before disbursing the Connection Fees and if requested, will confirm Buyer's rights to the Connection Fees.

6. The Parties agree to honor any subsequent assignment of Connection Fee rights by any Party and will execute any requested documents to carry this into force. Each Party will provide on request, any information related to Connection Fees collected or due and Buyer is not required to provide any water or sewer service until said Connection Fees are paid.

IN WITNESS WHEREOF, the Parties have signed this Agreement in multiple counterparts,
all as of the date first above written.

CENTRAL JEFFERSON COUNTY
UTILITY COMPANY

By: [Signature]
Name: KEVIN R. HARRIS
Title: PRESIDENT

AQUASOURCE UTILITY, INC.

By: _____
Name: _____
Title: _____

RAINTREE PLANTATION, INC.

By: [Signature]
Name: JENNIFER BROWN
Title: SECRETARY

CENTRAL JEFFERSON COUNTY UTILITY COMPANY

SEWER EXTENSIONS NEEDED

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| SECTION 1 | None Needed |
| SECTION 2 | Lots 75 - 79 Lots 64, 84, 85, 86 Lots 56 - 62 |
| SECTION 3 | Lots 77 - 85 Lots 94 - 101 Lots 68, 69 Lots 70 - 73 |
| SECTION 4 | None Needed |
| SECTION 5 | Lots 17 - 22 Lots 62 - 75 Lots 27 - 45 Lots 115 - 125 Lots 105 - 110 Lots 79 - 90 |
| SECTION 6 | Lots 9 - 32 Lots 109 - 123 Lots 82 - 92 |
| SECTION 7 | Lots 60 - 78 Lots 90 - 100 Lots 11 - 29 Lots 158 - 197 Lots 140 - 144 Lots 133 - 137 Lots 121 - 122 Lots 161 - 164 |
| SECTION 8 | None Needed |
| SECTION 9 | Lots 25 - 32 Lots 61 - 72 Lots 57 - 60 Lots 89 - 91 |

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| SECTION 10 | Lots 91 - 98 Lots 101 - 107 |
| SECTION 11 | Lots 36 - 56 |
| SECTION 12 | Lots 79 - 83 Lots 18 - 21 |
| SECTION 14 | Lots 59, 60 Lots 106 - 113 Lots 163 - 193 |
| SECTION 15 | Lots 99 - 101 Lots 37 - 40 Lots 42, 43 Lots 12, 13 Lots 34 - 36 |
| SECTION 16 | Lots 68 - 71 Lots 59 - 64 |
| SECTION 17 | Lots 16 - 22 Lot 28 Lots 94 - 105 Lots 106 - 117 Lots 78, 79 Lots 70 - 75 |
| SECTION 18 | Lots 72, 73 Lots 92 - 97 Lots 79 - 84 |
| SECTION 19 | Lots 12 - 14 Lots 45 - 59 Lots 61 - 109 Lots 114 - 117 Lots 122 - 148 Lots 162 - 215 |
| SECTIONS 20-25 | None Needed |