

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement"), dated as of February 21, 2012 and entered into between Moore Bend Water Company, Inc., a Missouri general business corporation (the "Seller") regulated by the Missouri Public Service Commission, Tom Tyre (the "Owner," whether one or more), and Ozark International, Inc., a Missouri general business corporation (the "Purchaser"), all referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, Owner is the record and beneficial owner of all of the issued and outstanding shares of capital stock of Seller, Missouri corporation charter number 00431080, a Missouri corporation having its principal office at 872 Painter Road, Branson, MO 65616; and

**WHEREAS**, Seller is engaged in the business of providing water to certain subdivisions and customers in the state of Missouri (the "Business"),

**WHEREAS**, Seller is a Missouri Public Service Commission regulated water company, and

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase all the assets used by Seller in the conduct of the Business,

**NOW, THEREFORE**, in consideration of the premises and the representations, warranties and agreements herein contained, 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 all the assets (the "Assets") used in the Business.

1.2 *The Assets*. The Assets shall include without limitation all those items in the following categories:

(a) *Fixed Assets*. All motor vehicles, machinery, equipment, furniture, furnishings, tools, dies, molds and parts and similar fixed assets, the principal items of which are listed on Exhibit "A" attached hereto.

(b) *Inventories*. All inventories of raw materials, work in process, finished products, goods, spare parts, replacement and component parts, and office and other supplies, inventory of miscellaneous archery equipment and accessories (collectively, the "Inventories") listed on Exhibit "B" attached hereto, including Inventories held at any location controlled by Seller and Inventories previously purchased and in transit to Seller at such locations;

(c) *Contracts*. All of the rights of Seller under all contracts, arrangements, leases and agreements listed on Exhibit "C" attached hereto, the provisions of which are incorporated herein,

including, without limitation, Seller's right to receive payment for products sold or services rendered pursuant to, and to receive goods and services pursuant to, such contracts and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts and otherwise;

(d) *Prepaid or Accrued Expenses.* All prepayments and/or accrued expenses listed on Exhibit "D" attached hereto;

(e) *Real Estate.* All real estate owned by Seller (the "Property"), listed in Exhibit "E" attached hereto.

(f) *Other Assets.* All telephone numbers, books, records, manuals, plans, blueprints, forms, tool paths, computer programs & software relating to production and fixtures relating to production and other materials relating to Seller, except for Seller's corporate records to the extent not necessary for the operation of the ordinary course of Seller's business; and all customer, supplier and distributor lists, but all the foregoing shall be available upon request for inspection and duplication by Seller, at its expense, during normal business hours at any time after the closing;

(g) *Intellectual Property.* All licenses, trademarks, patent rights, engineering and shop drawings, catalogs, sales literature, supplies, goodwill and other intangible assets associated with Seller's business assets to be sold hereunder, including but not limited to Seller's right to use the name "Moore Bend Water" and all variants thereof.

1.3 *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 liabilities, obligations and liens which are agreed to be assumed by Purchaser, by use of a bill of sale in substantially the form as is attached hereto as Exhibit "F" and the Property shall be conveyed by use of a general warranty deed(s) in substantially the form as is attached hereto as Exhibit "G."

1.4 *Excluded Assets.* Seller will retain and not transfer and Purchaser will not purchase or acquire from Seller the assets described on Exhibit "H" attached hereto. If no Exhibit "H" is attached hereto, there are no excluded assets.

## **II. NO ASSUMPTION OF LIABILITIES.**

2.1 *No Assumption of Liabilities.* Other than as specifically set forth herein, Purchaser shall not assume or agree to pay, be liable for in any way or honor and discharge any liability of Seller that existing as of or prior to the Closing Date, or a liability that arose out of actions or conduct of the Business that occurred prior to the Closing Date. Any liabilities to be assumed by Purchaser are set forth in Exhibit "I" attached hereto

## **III. PURCHASE PRICE; CLOSING.**

3.1 *Purchase Price of the Assets.* On the terms and subject to the conditions set forth in this Agreement, Purchaser agrees to pay to Seller the sum of twenty thousand dollars (\$20,000.00) (hereinafter, the "Purchase Price"). The Purchase Price shall be paid in cash at Closing by Purchaser

to Seller on the Closing Date.

3.2 *Time and Place of Closing.* The closing of the sale of the Assets (the "Closing") shall take place not later than 10:00 a.m. on March 30, 2012 (hereinafter, the "Closing Date"), at the offices of Purchaser's Counsel, David L. Wieland, 1548 E. Primrose, Springfield, Missouri 65804, or such other time and place as the parties may agree upon.

#### **IV. REPRESENTATIONS AND WARRANTIES OF SELLER**

As material inducement to Purchaser to enter into this Agreement and to close hereunder, Seller and Owner make the following representations and warranties, which shall continue to be true and correct at and as of the Closing Date and at all times between the signing of this Agreement and the Closing Date, as if made at each of such times. If Seller and/or Owner shall learn of a representation or warranty being or becoming untrue at or prior to the Closing Date, Seller or Owner shall promptly give notice thereof to Purchaser. All representations and warranties contained herein shall survive the consummation of the transaction provided for in this Agreement. Each representation and warranty contained herein is independent of all other representations and warranties contained herein (whether or not covering an identical or a related subject matter) and must be independently and separately complied with and satisfied. Exceptions or qualifications to any representations or warranties contained herein shall not be construed as exceptions or qualifications to any other warranty or representation. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by either Party.

4.1 *Corporate Organization, etc.* Seller is a corporation duly organized, validly existing and in good standing under the laws of Missouri with full corporate power and authority to carry on its businesses as it is now being conducted and proposed to be conducted, and to own, operate and lease its properties and assets. Seller possesses and holds valid and current permits and or licenses issued by any required authority, including the Missouri Public Service Commission, to transact the businesses it is engaged in and that all reports, documents, applications and other submissions required to be submitted to or provided to the Missouri Public Service Commission have been issued and are valid and in full force and effect.

4.2 *Subsidiaries and Affiliates.* Seller does not have any subsidiaries.

4.3 *Stock Record Book.* The stock record book of Seller which has or will have been made available to Purchaser for inspection is complete and correct in all material respects.

4.4 *Corporate Record Books.* The corporate minute book of Seller which has been or will have been made available to Purchaser for inspection is complete and correct in all material respects and contains all of the proceedings of the shareholders and directors of Seller.

4.5 *Officers and Directors.* Tom Tyre is the sole director and president of Seller, It has no secretary or treasurer. There are no other officers or directors.

4.6 *Title to Stock.* All of the issued and outstanding shares of Seller are duly authorized, validly issued and fully paid and nonassessable and are owned solely by Owner and are not subject to any lien, charge, or encumbrance. Owner has good, marketable and unencumbered title to the issued

and outstanding shares, free and clear of all liens, security interests, pledges, claims, options and rights of others. Between the date hereof and Closing, there will be no issuance of authorized but unissued shares, no issuance or sale of treasury shares, no transfer of record ownership of, or any beneficial interest in, any share of Seller.

*4.7 Options and Rights.* On the date of this Agreement, there are no outstanding subscriptions, options, warrants, rights, securities, contracts, commitments, understandings, or arrangements by which Seller is bound to issue any additional shares of its capital stock or rights to purchase shares of its capital stock. At the Closing Date, there shall be no such subscriptions, options, warrants, rights, securities, contracts, commitments, understandings, or arrangements outstanding or in effect.

*4.8 Authorization, No Violation.* Seller and Owner have full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement and the documents contemplated hereby have been, or will be when executed and delivered at or prior to the Closing, duly executed and delivered by the Seller and constitutes, or will constitute when executed and delivered, the legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with its terms. No approval of any governmental body or governmental agency is required to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof by Seller does not and will not, with or without the giving of notice, the lapse of time or both, result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, any agreement or other instrument (including, without limitation, Seller's articles of incorporation and by-laws), any judgment, decree, order or award of any court, governmental body or arbitrator, or any applicable law, rule or regulation, and will not give any third party the right to accelerate any obligation or require any notice to, or filing with any authority.

*4.9 Financial Statements.* (a) Purchaser has reviewed Seller's financial statements and similar information that are on file with the Missouri Public Service Commission (the "Financial Statements"). Seller and Owner represents and warrants that Seller has no indebtedness or obligation or liability (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due) arising out of transactions entered into, at or prior to the Closing Date, or arising out of any act or inaction or conduct occurring prior to the Closing Date, other than: (i) liabilities and obligations expressly set forth in the Financial Statements.

(b) Seller will allow Buyer to review copies of whatever financial information of Seller Buyer requests, including all audited and unaudited financial statements and income statements of Seller, including those prepared in the future as soon as they become available, and other such financial statements as may be requested by Purchaser in writing prior to Closing, all of which are complete and correct, have been prepared from the books and records of Seller on the cash method, and fairly present the financial condition of Seller as of the Balance Sheet Date and the results of its operations for the period(s) covered thereby.

*5.10 Contracts.*

(a) Seller is not a party or subject to any written or oral:

(i) Pension, profit sharing, stock option, employee stock purchase or other plan providing for deferred or other compensation to employees or any other employee benefit plan, or any contract with any labor union;

(ii) Contract relating to loans to or from shareholders, officers, directors or affiliates;

(iii) Contract relating to the borrowing of money or the mortgaging, pledging of or otherwise placing a lien on any Asset;

(iv) Guarantee of any obligation;

(v) Employment contracts, consulting, sales commissions or marketing contracts, except those listed on Schedule "I" attached hereto;

(vi) Contracts of any other nature, other than those listed on Exhibit "C" attached hereto. If not listed in Exhibit "C" Seller and Owner will provide Purchaser with a listing of all contracts to which Seller is a party within ten (10) days from the date of this Agreement, and true and correct copies of all such contracts will be provided to Purchaser prior to the Closing Date. To the best of Seller's and Owner's knowledge, after due inquiry, Seller has performed in all material respects all obligations required to be performed by it and is not in default in any material respect under or in breach of, nor in receipt of any claim of default or breach under, any such contract, and no event has occurred which, with the passage of time or the giving of notice or both, would result in a default or breach.

#### 4.11 *Title and Related Matters.*

Seller has good and marketable title to all the Assets, and all the real and personal property, tangible and intangible, and other assets used in its businesses, and as reflected in the Balance Sheets, free and clear of all liens or any restrictions on transfer. All property used in Seller's business operations as of the date of the most recent Balance Sheet are reflected in the Balance Sheet. None of the Assets will be on the Closing Date subject to any contracts of sale or lease.

4.12 *Litigation.* Other than as set forth herein, there is no claim, action or lawsuit pending, or, to the best knowledge of Seller and Owner, threatened against Seller which would have a material adverse effect on Seller, nor is there any order or judgment or assessment outstanding or threatened against Seller.

4.13 *Tax Matters.* Seller has filed all federal, state, foreign and local tax reports, returns, information returns and other documents (collectively "Tax Returns") required to be filed by Seller, and Seller has duly paid all relevant taxes, including without limitation: income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), stamp, leasing, lease, user, excise, duty, franchise, transfer, license, withholding, payroll, employment, foreign, fuel, excess profits, occupational and interest equalization, windfall profits, severance, and other charges (including interest and penalties) (collectively "Taxes") due or claimed to be due by federal, state, or local authorities (collectively "Taxing Authorities"). All Taxes applicable for all periods prior to the Closing Date have been paid. All Taxes which are required to be withheld or collected by Seller have been duly withheld or

collected and, to the extent required, have been paid to the proper Taxing Authority or are properly segregated or deposited as required by applicable laws. There are no liens for Taxes upon any property or assets of Seller. Seller has not executed any waiver of the statute of limitations on the right of the Internal Revenue Service or any other Taxing Authority to assess additional Taxes or to contest the income or loss with respect to any tax return.

4.14 *Compliance With Law and Applicable Government Regulations.* Seller is presently in compliance in all material respects with regard to its operations, practices, real property, plants, structures, machinery, equipment and other property, and all other aspects of its business, with all applicable regulations and orders, including, but not limited to, all regulations relating to the safe conduct of business, environmental protection, quality and labeling, anti-trust, Taxes, consumer protection, equal opportunity, discrimination, health, sanitation, fire, zoning, building, occupational safety, and Missouri Public Service regulations. To the best of Seller's and Owner's knowledge, there are no claims or actions pending, or threatened, nor has Seller received any written notice, regarding any violations of any regulations and orders enforced by any authority claiming jurisdiction over Seller, including any requirement of OSHA or any pollution and environmental control agency (including air and water). Neither Seller nor Owner has disposed of or otherwise placed on or beneath any Property any hazardous substances, hazardous wastes, pollutants, contaminants or other such substances, as such terms are defined and used by federal, state or local laws, rules, regulations, orders, decisions or ordinances (collectively "hazardous substances") nor has Seller or Owner or any of the assets to be purchased or Properties at any time been involved in the generation, handling, transportation or storage of any hazardous substance. No reports have been filed by Seller or Owner, or any related or affiliated entities, nor have any reports been filed by any other person, disclosing the presence of any hazardous substance in connection with any of the Assets, the Properties or the business activities of Seller, except as specifically set forth herein. Seller and Owner have disclosed to Purchaser all the environmental information of which they are aware which in any way pertains to the assets to be purchased or the Properties. To the best of Seller's and Owner's knowledge, information and belief there have been no underground storage tanks or piping located on any of the Property. To the best of Seller's and Owner's knowledge, information and belief no asbestos is located upon the Property. Seller has materially complied with all federal, state, local and regional statutes, ordinances, orders, judgments, rulings and regulations presently in effect and as presently interpreted, applicable to Seller, relating to any matters of pollution or environmental regulation or control arising out of the operations of Seller from the Property, and to the best knowledge of Seller and Owner, the Property so complies, and to the best of the knowledge of Seller and Owner, there have been no releases on or about the Property from any source whatsoever (including sources not located at the Property) of hazardous substances. Seller has not received any notice of actual, claimed or asserted failure to comply with any statute, ordinance, order, judgment, ruling or regulation (collectively "Statutes") with respect to environmental matters, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any successor statute in effect from time to time, the Resource Conservation and Recovery Act, as amended, or any other Statutes relating to environmental matters, which include specifically by way of example only and not by way of limitation, environmental or ecological matters or controls, air pollution, water pollution, surface and subsurface pollution (including, but not limited to, soil, well water or other underground water contamination), noise control, dealings with hazardous and toxic materials, sewer discharges, waste disposal, waste storage or treatment, run off control and effluent discharges, except as specifically set forth herein.

4.15 *Intellectual Property.* There are no claims pending or threatened against Seller or Owner that their use of any of the name or word or logo or insignia relating to Seller or the Assets infringes the rights of any person.

4.16 *Customer Warranties.* There are no pending, nor are there to the best knowledge of Seller, threatened, any material claims under or pursuant to any warranty, whether expressed or implied, on products or services sold prior to the date of this Agreement by Seller.

4.17 *Insurance.* Seller currently has, and through the Closing Date will have, liability and casualty insurance in full force and effect which provides for coverages that are usual and customary as to amount and scope of the businesses of Seller.

4.18 *Accounts Receivable; Cash.* No accounts receivable of Seller are being sold pursuant to this Agreement. No cash is being sold pursuant to this Agreement.

4.19 *Brokerage.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding upon Seller or Owner.

4.20 *Absence of Certain Changes.* Since the Balance Sheet Date, there has not been any material adverse change in the business, operations, properties, assets, condition (financial or otherwise), results, plans, strategies or prospects of Seller.

4.21 *No Sale of Any Asset.* Subsequent to the effective date of this Agreement, Seller will not enter into any agreement affecting the Assets which would continue for a period subsequent to the Closing without Purchaser's express prior written consent. For example, Seller shall not grant easements, licenses, or rights in the Property or contract to or Sell any of the Assets, acquiesce in zoning changes or otherwise alter the legal status of the Property or the Assets without Purchaser's express prior written consent.

4.22 *No Unpaid Bills.* There are no unpaid bills from improvements on the Property for materials supplied to the Property of services or work or labor performed on the property within twelve (12) months prior to Closing and that neither Seller nor Owner has any knowledge of proposed improvements on the Property to be paid for by special assessment or fee.

## **V. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

As material inducement to Seller to enter into this Agreement and to close hereunder, Purchaser makes the following representations and warranties, which shall continue to be true and correct at and as of the Closing Date and at all times between the signing of this Agreement and the Closing Date, as if made at each of such times. If Purchaser shall learn of a representation or warranty being or becoming untrue at or prior to the Closing Date, Purchaser shall promptly give notice thereof to Seller. All representations and warranties contained herein shall survive the consummation of the transactions provided for in this Agreement. Each representation and warranty contained herein is independent of all other representations and warranties contained herein (whether or not covering an identical or a related subject matter) and must be independently and separately complied with and satisfied. Exceptions or qualifications to any representations or warranties contained herein shall not be

construed as exceptions or qualifications to any other warranty or representation. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by either Party.

5.1 *Organization, etc.* Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of Missouri with full power and authority to carry on its business as it is now being conducted and proposed to be conducted, and to own, operate and lease its properties and assets.

5.2 *Authorization, No Violation.* Purchaser has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement and the documents contemplated hereby have been, or will be when executed and delivered at or prior to the Closing, duly executed and delivered by the Purchaser and constitutes, or will constitute when executed and delivered, the legal, valid and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms. No approval of any governmental body or governmental agency is required to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof by Purchaser does not and will not, with or without the giving of notice, the lapse of time or both, result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, any agreement or other instrument, any judgment, decree, order or award of any court, governmental body or arbitrator, or any applicable law, rule or regulation, and will not give any third party the right to accelerate any obligation or require any notice to, or filing with any authority.

5.3 *Brokers.* There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding upon Purchaser.

## VI. COVENANTS

6.1 *Conduct of Business by Seller.* Except for Seller's entry into and the performance of the provisions of this Agreement, Seller Owner covenant and agree that Seller has and will continue to cause Seller to:

(a) Conduct its operations in a good and diligent manner according to its usual and ordinary course of business;

(b) Not enter into, assume or amend in any material respect any agreement, contract or commitment, except in the ordinary course of business (which shall be taken to include expenditures normally associated with the operation of Seller's business) or with the consent of Purchaser;

(c) Use their best efforts to preserve intact its business organization and goodwill of Seller and maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with Seller;



(d) Neither declare nor pay any dividends (in cash, property or securities) on Seller's outstanding shares of capital stock nor purchase or otherwise acquire or propose to acquire any outstanding shares of Seller's capital stock;

(e) Not issue, or sell, or authorize or propose the issuance or sale of additional shares of common stock or any other class of capital stock except as contemplated by this Agreement, or securities convertible into any such shares, or any rights, warrants or options to acquire any such shares or other convertible securities;

(f) Not amend Seller's articles of incorporation or bylaws;

(g) Not cancel or permit any insurance policies to lapse or terminate, unless renewed or replaced by like coverage;

(h) Not merge, consolidate or agree to merge or consolidate with or into any other corporation or company or entity;

(i) Not incur, assume or guarantee any indebtedness, except in the ordinary course of business; or

(j) Not suffer or permit any action which would render untrue any of the representations or warranties herein contained, and not omit to take any action, the omission of which would render untrue any such representation or warranty.

*6.2 Access to Information; Confidentiality* Between the date of this Agreement and the Closing Date, Seller and Owner covenant and agree that they shall give Purchaser and its authorized representatives (including lenders) reasonable access at reasonable times to all of Seller's offices and other facilities and to all of its books and records. In addition, Seller and Owner covenant and agree that they shall permit Purchaser and its authorized representatives (including lenders) to make such inspections as it may reasonably require and shall cause Seller's officers to furnish Purchaser, and its authorized representatives (and lenders), with such financial and operating data and other information with respect to the business and properties of Seller as Purchaser and his authorized representatives (and lenders) may from time to time reasonably request. Purchaser shall treat all documents and information received as confidential and will not disclose the contents thereof to any third party other than its accountants, lawyers and advisors and lenders absolutely necessary for consummation of the transaction contemplated hereby.

*6.3 Tax Clearance Letters.* Within five (5) days after the execution of this Agreement, Seller and Owner shall request from the Missouri Director of Revenue statements or certificates as provided for in Sections 143.241.6 and 144.150.4 RSMo. Seller and Owner shall present such statement or certificate to Purchaser immediately upon receiving the same.

*6.4 Best Efforts.* Subject to the terms and conditions herein provided, each of the Parties hereto covenants and agrees that they will use their best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transaction contemplated by this Agreement.

*6.5 Indemnifications.* (a) Seller and Owner, their successors and assigns agree to indemnify and hold harmless Purchaser and its successors and assigns from any and all loss, damage and liability sustained, suffered or incurred by Purchaser as a result of the breach of any representation, warranty, covenant or agreement of Seller and/or Owner in this Agreement. Seller and Owner agree to indemnify and hold harmless Purchaser from any and all loss, damage and liability sustained, suffered or incurred by Purchaser as a result of any debt, Tax, debt or obligation of Seller that is incurred prior to the date of Closing that is not assumed by Purchaser pursuant to the terms hereof. Seller and Owner shall save and hold harmless Purchaser from all reasonable costs, expenses, attorney fees and court costs which Purchaser may incur as a result of the foregoing. Any claim made under this section must be made within five (5) years following the Closing.

(b) Purchaser and its successors and assigns agree to indemnify and hold harmless Seller and Owner and their successors and assigns from any and all loss, damage and liability sustained, suffered or incurred by Seller as a result of the breach of any representation, warranty, covenant or agreement of Purchaser in this Agreement. Purchaser agrees to indemnify and hold harmless Seller and Owner from any and all loss, damage and liability sustained, suffered or incurred by Seller or Owner as a result of any debt, Tax, debt or obligation of Purchaser that is incurred after the date of Closing by Purchaser. Purchaser shall save and hold harmless Seller and owner from all reasonable costs, expenses, attorney fees and court costs which Purchaser may incur as a result of the foregoing. Any claim made under this section must be made within five (5) years following the closing of this transaction.

## **VII. REAL ESTATE**

*7.1 Deliveries by Seller and/or Owner.* Not later than fifteen (15) days after the execution of this Agreement, Seller and Owner shall deliver to Purchaser true and correct photocopies of all deeds relating to any parcel of real property (hereinafter, the "Property") that constitutes part of the Assets. In addition, Seller and/or Owner shall deliver to Purchaser photocopies of all title commitment, policies, and any document (collectively, the Documents") relating to the title of the Property.

*7.2 Title Matters.* Within ten (10) days after receiving the Documents, Purchaser may contact a company of its choice qualified to sell title insurance in the State of Missouri and request it, at Purchaser's expense, to issue new title commitment(s) to issue an owner's policy of title insurance or endorsement(s) to Seller's existing policy(ies) of title insurance (the "Commitment(s)") on the Property in an amount determined by Purchaser. In addition, Purchaser may request the title insurance company to give to Purchaser copies of all underlying documents relating to the Property. The Commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, except zoning ordinances, standard subdivision restrictions and setback lines, utility easements along side or rear lot lines, and the lien of current year's taxes. Upon written request of Seller or Owner, Purchaser shall send copies of all Commitments to Seller and Owner.

Purchaser at its option and expense may have the Commitment(s) and the underlying documents examined. Within fifteen (15) days from the date of Purchaser's receipt of the Commitment(s) and the underlying documents, Purchaser shall notify Seller and Owner in writing of any objections to the condition of title described in the Commitment(s) and evidenced by the underlying documents ("Objections"). The failure of Purchaser to give Seller and Owner written

notice of any Objections within this fifteen (15) day period shall be deemed Purchaser's approval of the condition of title.

Within fifteen (15) days of Seller's and Owner's receipt of Purchaser's Objections, if any, Seller and Owner shall either (1) if Seller and Owner claim the Objections do not make the title unmarketable in accordance with the Title Examination Standards of the Missouri Bar, object in writing to Purchaser's Objections, and demand that Purchaser proceed to Close, or (2) give to Purchaser notice of Seller's and Owner's intention to remove or satisfy the Objections prior to the Closing and exercise their best efforts to do so.

If Seller and Owner object in writing to Purchaser's Objections, within fifteen (15) days after their receipt of Seller's and Owner's notice, Purchaser shall give written notice to Seller and Owner of Purchaser's election either to accept the condition of title subject to those Objections that Seller and Owner will not or is unable to remove, or to terminate this Agreement. If Purchaser elects to terminate this Agreement, then this Agreement and the Stock Purchase Agreement are terminated, and no party hereto shall have any further obligations to each other.

If Seller and Owner give notice of Seller's and Owner's intention to remove or satisfy the Objections prior to the Closing, Seller and Owner shall have a reasonable time not to exceed thirty (30) days from the date of Seller's and Owner's receipt of any Objections to do so. If after exercising Seller's and Owner's best efforts to correct any requirements or Objections, Seller and Owner are unable to do so, Purchaser shall have the right to (1) declare this Agreement null and void, in which case this Agreement and the Stock Purchase Agreement shall terminate and no party shall have any further obligations hereunder, or (2) waive such requirements or Objections, and proceed to Closing and accept such title as Seller is able to convey.

Seller and Owner will warrant at settlement and Seller and Owner agree to furnish all assurances, indemnities, deposits or other requirements of the insuring Title Insurance Company in order for the owner's (Purchaser's) Title Insurance Policy, or endorsement, when issued, to contain no exception as to liens or the right to liens for service, labor or material imposed by law and not shown by the public records.

*7.3 Inspections.* In addition to all other inspection and due diligence rights provided for herein, Seller and Owner hereby grant Purchaser and its agents reasonable access to the Property for the purpose of inspecting the Property from the date of this Agreement until Closing for performing such inspections or surveys as Purchaser may reasonably request, including soil and environmental tests or audits. No entry by Purchaser upon the Property shall cause any damage to the Property nor unreasonably interfere with the use of the Property by Seller or its agents or any tenants, licensees, or occupants of the Property. Purchaser shall indemnify and hold Seller harmless from any and all liability, damage, costs or expense arising from or related to such inspections, including without limitation, a reasonable attorney's fee, court costs and other legal expenses, resulting from these inspections. Purchaser's obligations imposed by this section shall survive the Closing.

If Purchaser reasonably determines that the physical or environmental condition of the Property or if any survey shows a material discrepancy of the boundaries of the Property to the extent that the Property is unacceptable to Purchaser, then Purchaser shall provide written notice to Seller on or before fifteen (15) day before Closing, in which case this Agreement shall be terminated and the Stock Purchase Agreement shall be terminated and no party to this Agreement shall have any liability to any other party. Failure of Purchaser to deliver such notice within said fifteen (15) day

period shall constitute acceptance of the Property and satisfaction of Purchaser's right to inspect the property

## VIII. CONDITIONS PRECEDENT TO THE CLOSING

8.1 *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 Date and Seller shall exert her best efforts to cause each such condition to be so fulfilled:

(a) All representations and warranties of Seller and/or Owner 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 and/or Owner 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 Seller.

(d) There shall be delivered to Purchaser certificates executed by Owner and 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) Any necessary governmental approvals shall have been duly obtained, particularly, any approval required by the Missouri Public Service Commission.

(f) 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 his counsel, and Purchaser and his counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

(g) No litigation, governmental actions or other proceeding involving or potentially involving a liability, obligation or loss on the part of Seller, or which by reason of the nature of the relief sought might have a material adverse effect on Seller's business or financial condition, shall be threatened or commenced against Seller with respect to any matter; no litigation, governmental action or other proceeding shall be threatened or commenced against Seller with respect to the consummation of the transactions provided for herein; and Seller has no knowledge of any basis for such litigation, governmental action or proceeding, except as specifically set forth hereinbefore.

(h) Purchaser has received the certificates referred to in Sections 143.241.4 and 144.150.4 RSMo.

(i) All indebtedness owing to Seller by any director, officer or shareholder of Seller will be paid

in full at or prior to the Closing Date.

(j) All documents and instruments incident thereto, 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.

(k) All actions, proceedings, instruments and documents required to enable Seller to perform this Agreement or matters incident thereto (other than matters for which Purchaser is responsible under the terms of this Agreement), and all other legal matters not relating to a default by Purchaser of its obligations hereunder, shall have been duly taken, satisfied, executed or delivered, as the case may be, to the reasonable satisfaction of Purchaser.

*8.2 Conditions Precedent to Obligations of Seller and/or Owner.* The obligations of Seller and/or Owner under this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following conditions, any of which may be waived at the option of Seller:

(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) Any necessary governmental approvals shall have been duly obtained.

(d) All company and other proceedings of Purchaser 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 Seller and Owner and their counsel, and Seller and Owner and their counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

(e) All documents and instruments incident thereto, shall be reasonably satisfactory in substance and form to Seller and Owner and their counsel, and Seller and Owner and their counsel shall have received all such documents and instruments, or copies thereof, certified if requested, as may be reasonably requested.

(f) All actions, proceedings, instruments and documents required to enable Seller and Owner to perform this Agreement or matters incident thereto (other than matters for which Seller and/or Owner are responsible under the terms of this Agreement), and all other legal matters not relating to a default by Seller and/or Owner of their obligations hereunder, shall have been duly taken, satisfied, executed or delivered, as the case may be, to the reasonable satisfaction of Owner and/or Seller.

## **IX. THE CLOSING**

*9.1 Deliveries By Seller.* On the Closing Date, Seller shall deliver to Purchaser the following:

(a) a bill of sale in substantially the form as attached hereto as Exhibit "F" conveying the Assets to Purchaser;

(b) the certificates referred to in Sections 143.241.4 and 144.150.4 RSMo.;

(c) general warranty deed(s) in substantially the form as attached hereto as Exhibit "G" conveying the Property to Purchaser;

(d) certified resolution of the board of directors and of the shareholders approving this Agreement and the consummation by Seller of the transaction provided for herein;

(e) assignments of all the contracts to be assigned pursuant to Exhibit "C";

(f) possession of all the Assets and the Property; and

(g) certificate of good standing.

9.2 *Deliveries by Purchaser at Closing.* At the Closing, Purchaser will deliver or cause to be delivered to Seller the following:

(a) a certified resolution of the manager or members of Purchaser, showing that the necessary company action by the managers or member of Purchaser has been taken to authorize the entry into the Agreement and consummation by Purchaser of the transactions provided for herein;

(b) cash or a cashier's check or money order or other similar instrument acceptable to Seller and Owner in the amount of ten thousand dollars with owner financing of \$10,000 at 6 percent interest for a period of 3 years for a total of twenty thousand dollars (\$20,000.00) purchase price.

(c) assignments of all the contracts to be assigned pursuant to Exhibit "C"

HHS  
T. T.

9.3 *Further Assurances.* Purchaser and Seller agree to execute and deliver all such other instruments and take all such other action as any party may reasonably request from time to time, before or after Closing and without payment of further consideration, in order to effectuate the transactions provided for herein. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without limitation, the preparation of financial statements and tax returns.

## X. MISCELLANEOUS

1.1 *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 as follows:

Seller:

Purchaser:

Moore Bend Water Company, Inc.  
872 Painter Rd  
Branson, MO 65616

Ozark International, Inc.  
P.O. Box 1080  
Nixa, MO 65714

Owner:

Tom Tyre  
872 Painter Rd  
Branson, MO 65616

P.O. Box 6640

Branson, MO 65615

With a copy to:

David L. Wieland, attorney at law  
Wieland & Condry, LLC  
1548 E. Primrose  
Springfield, MO 65804

or at such other address as any Party may specify by notice to the other Party.

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 her 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. Purchaser may assign his rights in and to this Agreement to an entity in which Purchaser has a controlling interest.

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 two counterparts, each of which taken together shall be deemed one original.

10.8 *Expenses.* Each party shall bear their own expenses, costs and fees (including attorney and auditor fees) incurred by it in connection with the transactions contemplated hereby, including the preparation and execution of the all documents in connection herewith, 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 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.

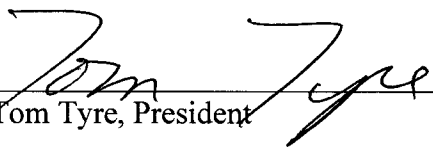
10.11 *Risk of Loss.* The risk of any loss, damage, impairment, or confiscation or condemnation of the Assets or the Property, or any part thereof shall be upon the Seller prior to the Closing date. In any such event, the proceeds of, or any claim for any loss payable under, Seller's insurance policy, judgment or award with respect thereto shall be payable to Seller, 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 Seller's 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.

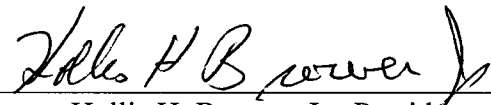
10.13 *Assignment.* Purchaser may assign this Agreement without the consent of Seller, but no such assignment shall relieve Purchaser of its obligations under this Agreement.

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

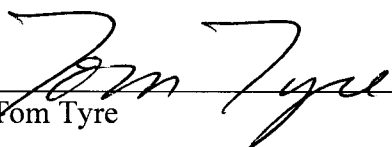
**SELLER**  
**Moore Bend Water Company, Inc.**

  
\_\_\_\_\_  
Tom Tyre, President

**PURCHASER**  
**Ozark International, Inc.**

By   
\_\_\_\_\_  
Hollis H. Brower, Jr., President

**OWNER**

  
\_\_\_\_\_  
Tom Tyre



**EXHIBIT LIST**  
**TO**  
**ASSET PURCHASE AGREEMENT**  
**Between**  
**MOORE BEND WATER COMPANY, INC.**  
**And**  
**OZARK INTERNATIONAL, INC.**

A	List of Assets	1.2(a)
B	Inventory	1.2(b)
C	Contracts to be Assigned	1.2(c)
D	Prepaid or Accrued Expenses	1.2(d)
E	Real Estate Description	1.2(e)
F	Bill of Sale	1.3
G.	Warranty Deed	1.3
H	Excluded Assets	1.4
I	Assumed Liabilities	2.1

EXHIBIT A

List of Assets

Upper well house structure  
Well & well pump  
Pressure tanks  
Booster pumps  
Chlorine solution tank & pump

T. T.

Lower well house structure  
Well & well pump  
Pressure tanks  
Booster pumps  
Chlorine solution tank & pump

Distribution piping  
Meter pits & meters at each dwelling

**EXHIBIT B**

INVENTORY

None.

*T. T.*

EXHIBIT C

Contracts to be Assigned

None.

T. T.

EXHIBIT D

Prepaid of Accrued Expenses

None.

T. T.

**EXHIBIT E**

REAL ESTATE

None.

*TT,*

**EXHIBIT F**

**BILL OF SALE  
FROM  
MOORE BEND WATER COMPANY, INC.  
TO  
OZARK INTERNATIONAL, INC.**

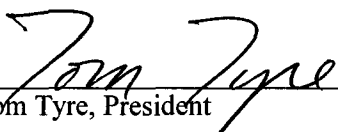
Pursuant to a certain Asset Purchase Agreement dated the \_\_\_th day of February, 2012 between Moore Bend Water Company, Inc., an administratively dissolved Missouri general business corporation (the "Seller"), Tom Tyre (the "Owner,"), and Ozark International, Inc., a Missouri general business corporation (the "Purchaser"), and in consideration of ten dollars (\$10.00) and other valuable consideration paid to Moore Bend Water Company, Inc. by Ozark International, Inc., ("Purchaser"), the receipt and sufficiency of which is acknowledged, Moore Bend Water Company, Inc. as Seller does hereby bargain, sell and deliver to Ozark International, Inc. as Purchaser, its successors and assigns, the goods and chattels described in Exhibit "A" attached hereto.

Seller hereby covenant that it is the lawful owner of said goods and chattels; that they are free from all liens and encumbrances; that it has the right to sell the same; and that it will warrant and defend the same against the lawful claims and demands of all persons.

Seller agrees to, from time to time, at the reasonable request of Purchaser, its successors and assigns and without further cost or expense to Seller, execute and deliver such other instruments of conveyance and transfer and take such other actions as Purchaser may reasonably request in order to more effectively consummate the transaction contemplated by this Bill of Sale and to vest in Purchaser good and marketable title to the goods and chattels described above.

**IN WITNESS WHEREOF**, the undersigned Seller has set his hand this \_\_\_\_ day of April, 2012.

SELLER  
Moore Bend Water Company, Inc.

  
\_\_\_\_\_  
Tom Tyre, President

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF GREENE        )

On this \_\_\_\_ day of April, 2012, before me appeared Tom Tyre, to me known to be the person described in and who executed the foregoing BILL OF SALE, and acknowledged that he executed it as his free act and deed and the free act and deed of Moore Bend Water Company, Inc. as its president under authority of its board of directors for the purposes therein stated.

In testimony whereof, I have hereunto set my hand a affixed my official seal, at my office in Springfield, the day and year first above written.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT G**

GENERAL WARRANTY DEED

No Real Estate Being Sold.

T.T.



**EXHIBIT H**

EXCLUDED ASSETS

None.

*T, Tr*

**EXHIBIT I**

**LIABILITIES**

None.

*T, T,*