

## AGREEMENT FOR TRANSFER OF SEWER SYSTEM

THIS AGREEMENT (the "Agreement"), made and entered into this 12 day of July 2010, by and between S. T. Ventures, LLC., ("Seller") and Table Rock Lake Community Service, Inc., ("Buyer").

WITNESSETH:

WHEREAS, the Seller has developed, and operates as a regulated sewer corporation, sewer facilities in an unincorporated area of Taney County, Missouri (hereinafter the "Sewer System"); and,

WHEREAS, Buyer and Seller are bodies organized and existing under the Constitution and the laws of the State of Missouri with all the requisite power necessary to enter into the transaction described hereinafter; and,

WHEREAS, Seller desires to transfer all the assets, property and real estate (subject to the HOA easement on real estate) connected with the Sewer System; and,

WHEREAS, Buyer desires to accept all of the asset connected with the Sewer System; and,

WHEREAS, the parties have reached an understanding with respect to the transfer by the Seller to the Buyer of all of the Sewer System.

NOW, THEREFORE; it is mutually agreed that:

### 1. TRANSFER OF ASSETS.

For and in consideration as stated herein, and the covenants and promises hereinafter set forth, the Seller agrees that on the closing date, the Seller shall transfer, assign and deliver to Buyer all of Seller's then existing assets pertaining to the provision of sewer service in the Sewer System located in Taney County, in the State of Missouri, and related properties, including, without limitation, the following:

A. The buildings, easements, rights of way, permits and leases generally described in Exhibit A, attached hereto;

B. All of Seller's sewer service facilities, equipment, lines, plant, pipes, manholes and appurtenances;

C. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Taney County, Missouri, and used or held for use in connection with the Sewer System as generally described in Exhibit B, attached hereto;

D. All of Seller's rights, title and interest in and to any franchise agreements, franchise rights warranties, contracts, supply contracts, agreements, and utility deposits, pertaining to, allocable to or arising out of the provision of sewer service in Taney County;

E. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, and

general intangibles including accounts receivable pertaining to the sewer service, except accounts receivable accrued through the end of the month in which Buyer commences operation;

F. All assets not described which are located in Taney County, Missouri, and used or useful in the Seller's sewer service.

G. The assets to be delivered, as above described, are hereinafter collectively described, as the "Assets."

## 2. CONVEYANCES OF REAL ESTATE.

The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment, in a form satisfactory to Buyer.

## 3. REGULATORY APPROVAL.

The Seller agrees to make application to the Missouri Public Service Commission for authority to complete the transfer of the Assets. Buyer agrees to assist in this process when requested to do so by Seller. Buyer and Seller shall act diligently and cooperate with each other in obtaining final approval, if necessary, of the Missouri Department of Natural Resources for transfer of Seller's discharge and/or operating permits and other permits, if any.

## 4. FAIR MARKET VALUE:

For tax purposes, Seller may obtain an appraisal of the assets, at its own expense.

## 5. CLOSING.

The closing of the sale shall take place at a mutually agreeable location within thirty days after the effective date of any necessary regulatory authority approval, or at such other time as the parties hereto may mutually agree. At the closing, Seller shall deliver to the Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in the Buyer such title to the Assets to be transferred. From time to time, at Buyer's request, whether at or after the closing and without further consideration, the Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to the Buyer any of the Assets to be transferred hereunder, and will assist the Buyer in the collection or reduction to possession of such Assets. The Seller will pay all sales, transfer and documentary taxes, if any, payable in connection with the transfers and deliveries to be made to the Buyer hereunder.

On the date of closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets, except for those liabilities and obligations which Seller has hereinunder agreed to retain.

6. SELLER'S REPRESENTATIONS AND WARRANTIES.

The Seller represents and warrants as follows:

A. Organization and Standing of Seller.

Seller is a body organized, existing under the constitution and laws of the State of Missouri in good standing, and has all the requisite power and authority to sell the Sewer System business and its Assets pursuant to the terms of this agreement.

B. Liabilities.

All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Sewer System are liabilities and obligations of the Seller.

C. Absence of Certain Changes.

After Buyer's inspection and acceptance of the Sewer System, there shall not be:

- i. Any material change in the business or operations of the Sewer System;
- ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Sewer System's assets.

D. Title to Properties.

Seller has, or shall have, good and marketable title to all of the Sewer Assets. Seller also owns the Assets to be transferred under this agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder. Seller makes no warranty concerning the merchantability or status of the title of the real estate upon which the easements are located.

Seller agrees to identify any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the Sewer System and provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Taney County Recorder's Office where such easements are recorded.

E. Authority to Operate.

The Assets described at Section 1 of this agreement, constitute all of the assets presently owned by the Seller pertaining to the Sewer System. To the best of Seller's knowledge, the Sewer System is being conducted, and as of the closing date, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning

codes. Seller has received no notice of any violation of federal or state safety or environmental statute, rule or regulation which remains uncorrected.

F. Litigation.

There is no litigation or proceeding pending, or to the knowledge of the Seller threatened, against or relating to the Seller, its properties, or the Sewer System, nor does the Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relative to the Seller, its properties, or the Sewer System, except as otherwise disclosed to Buyer.

G. No Violation or Breach.

The performance of this agreement by the Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

7. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer represents and warrants as follows:

A. Organization and Standing of Buyer.

Buyer is a body organized, existing under the Constitution and laws of the State of Missouri, and has the requisite power to accept the assets which are to be transferred pursuant to the terms of this agreement.

B. Authority.

The execution and delivery of this agreement by Buyer and the transfer of the Assets as contemplated hereby have been duly authorized by the Buyer, and all necessary action on the part of the Buyer has been taken to authorize the execution and delivery of this agreement and to consummate the transfer contemplated hereby.

8. CONDITIONS PRECEDENT.

All obligations of the Buyer under this agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions:

A. Regulatory Approval.

The Missouri Public Service Commission and Missouri Department of Natural Resources shall have, if necessary, authorized or approved the sale, transfer or disposition of the Assets to the Buyer from the Seller. Both parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated by \_\_\_\_\_ 200\_, this Agreement shall automatically terminate.

B. Representations and Warranties True at Closing.

The Seller's representations and warranties contained in this agreement shall be true at the time of closing as though such representations and warranties were made at such time.

C. Performance.

The Seller shall have performed and complied with all agreements and conditions required by this agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the closing date.

D. No Casualty.

The system at any location shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

9. FEES AND COMMISSIONS.

Each party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee in connection with the transactions contemplated by this agreement. Each party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the parties for their mutual benefit shall be equally divided.

10. BENEFIT.

All of the terms of this agreement shall be binding upon, and enure to the benefit of, and be enforceable by, the respective legal representatives of the Seller, and the successors and assigns of the Buyer.

11. GOVERNING LAW.

This agreement is being delivered and is intended to be performed in the State of Missouri, and shall be construed and enforced in accordance with the laws of such state.

12. COUNTERPARTS.

This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This agreement shall not be binding until executed by all parties.

13. NO THIRD PARTY BENEFICIARIES.

This Agreement shall not confer any rights or remedies upon any person other than the parties and heir respective successors and permitted assigns.

This Agreement shall not confer any rights or remedies upon any person other than the parties and heir respective successors and permitted assigns.

#### 14. ENTIRE AGREEMENT.

This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

#### 15. SUCCESSION AND ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

#### 16. HEADINGS.

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

#### 17. NOTICES.

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given and effective five (5) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to Buyer:

Richard Meyerkord, President  
Table Rock Lake Community Service, Inc. 2 Kissee Avenue  
P.O. Box 606  
Kimberling City, Missouri 65686

If to Seller:

Gary A Verhaeghe  
9240 W. 167 St  
Stilwell, Ks. 66085

913 247 2142

Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it is actually received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

#### 18. AMENDMENTS AND WAIVERS.

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

#### 19. SEVERABILITY.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

#### 20. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

#### 21. INCORPORATION OF EXHIBITS.

Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

#### 22. DEFAULT; ATTORNEY'S FEES.

If either party shall default in its performance under this Agreement, which default results in the expenditure of attorney's fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall receive its reasonable and actually incurred attorney's fees in addition to any other damages recovered.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

S.T.Ventures , LLC

By: *Gary A Verhaeghe*  
Gary A Verhaeghe Managing Member

TABLE ROCK LAKE COMMUNITY SERVICE, INC..DB/A TABLE ROCK LAKE WATER QUALITY, INC.

By: Richard Meyerkord, President

*Richard Meyerkord*

STATE OF *KANSAS* ) )ss.

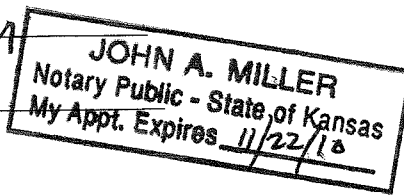
COUNTY OF ) *JOHNSON*

On this day of <sup>*12th*</sup> *July*, 2010, before me appeared Gary A Verhaeghe to me personally known, who being by me duly sworn, did say that he is the Managing Member of S T Ventures LLC, a limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its Members, and said Gary A Verhaeghe acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in *Overland Park* *KANSAS*, the day and year first above written.

Notary Public *John A. Miller*

Commission Expires: *11/22/10*

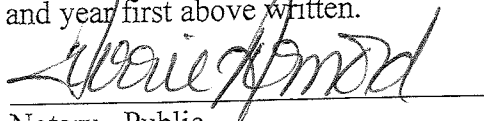




STATE OF MISSOURI ))ss.

COUNTY OF Stone

On this 21 day of July 2010, before me appeared Richard Meyerkord, to me personally known, who being by me duly sworn, did say that he is the President of Table Rock Lake Community Service, Inc. DB/A Table Rock Lake Water Quality, Inc., a corporation, and that the seal affixed to the foregoing Agreement to Provide Sewer Services is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard Meyerkord acknowledged said instrument to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Kimberly City, Missouri, the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission expires: 7-6-12

