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e-Mail: tcrabb@radeylaw.com

June 5, 2024

VIA Electronic Filing to the Office of Commission Clerk

Attn: Melinda Watts, Engineering Specialist
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20220064-WS - Application for transfer of water and wastewater facilities of Tymber Creek Utilities, Inc., water Certificate No. 303-W, and wastewater Certificate No. 252-S to CSWR-Florida Utility Operating Company, LLC, in Volusia County.

Dear Ms. Watts:

As previously reported, on May 31, 2024, CSWR-Florida Utility Operating Company, LLC closed on its purchase of the assets of Tymber Creek Utilities, Inc. As required by the Commission's transfer order, please find enclosed copies of the executed and recorded deeds (attachments 1, 2, and 3) and the signed and executed contract for sale (attachment 4).

Sincerely,

/s/ Thomas A. Crabb

Thomas A. Crabb
Attorney for CSWR-Florida UOC

ATTACHMENT 1

THIS INSTRUMENT PREPARED BY:

Prepared by/Record & Return to:
 Thomas J. Dobbins, Esquire
 Trow & Dobbins, P.A.
 1301 NE 14th Street
 Ocala, FL 34470-4641
 (352) 369-8830

_____[Space Above This Line For Recording Data]_____

GENERAL ASSIGNMENT

This General Assignment (“Assignment”) is executed as of the 15th day of May, 2024 by THE ESTATE OF J. STANLEY SHIRAH, by and through the court-appointed personal representative of the Estate, T. Brent Jenkins, acting under an order appointing him personal representative, Probate Case # 2020-1 1959-PROL (“Estate”), THE FIFTH RESTATEMENT OF THE REVOCABLE TRUST AGREEMENT OF J. STANLEY SHIRAH, DTD 1-8-2020, made irrevocable on 8-10-2020, acting through its Trustee, T. Brent Jenkins (the “Trust”), and TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation (the “Corporation”) (together, the Estate, Trust and Corporation are “Assignor”) (Assignor’s Mailing Address: 265 Clyde Morris Blvd., Suite 300, Ormond Beach, FL 32174), in favor of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company (“Assignee”) (Assignee’s Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, the Trust is conveying to Assignee its interest in certain real property located in Volusia County, Florida and described in a Warranty Deed, dated on or around today’s date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on or around today’s date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the “Property”), pursuant to that certain Purchase and Sale Agreement dated August 12, 2021, as amended and assigned, by and between the Estate and the Corporation, as Seller, and Assignee or its affiliate, as Buyer (“Purchase Agreement”). The Trust joins in this General Assignment to transfer to Assignor any and all sewer and/or water Property owned by the Trust, *if any*. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the sewer and water system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer and water service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer and water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Volusia County, Florida (the “System”).

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor’s rights to operate, maintain and service the main lines of the sewer and water system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer and water service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System;
- B. The main lines of the sewer and water system, appurtenances and other assets pertaining to the provision of the sewer and water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system; AND All water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system;
 - 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 Volusia County, Florida, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;

- g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Volusia County, Florida, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:
- a. All plats located within the area described on **EXHIBIT A**;
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents; and
 - c. Utilities Easement recorded in **Book 6637, Page 4367** of the land records of Volusia County, Florida on October 4, 2011.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of seven (7) years prior to the date of this Assignment.

2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered as to
ASSIGNOR in the presence of:

Amber L. Young

Print Name: Amber L. Young

Address: 265 Clyde Morris Blvd., #300

Ormond Beach, FL 32174

Cynthia M. Fusco

Print Name: Cynthia M. Fusco

Address: 2655 Clyde Morris Blvd., #300

Ormond Beach, FL 32174

ASSIGNOR:

THE ESTATE OF J. STANLEY SHIRAH, Probate
Case # 2020-1 1959-PROL

By: T. Brent Jenkins

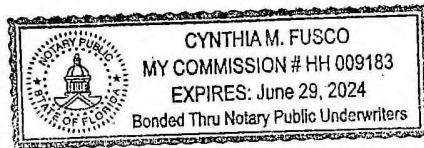
T. Brent Jenkins, court-appointed personal
representative

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ()
physical presence or () online notarization, this 15 day of May, 2024, by T. BRENT JENKINS, as
court-appointed personal representative of The Estate of J. Stanley Shirah, Probate Case #2020-1 1959,
PROL ("Estate"), on behalf of the Estate. [He/She] () is personally known to me or () produced
_____ as identification.

Cynthia M. Fusco
Notary Public
My Commission Expires:



Signed, sealed and delivered as to
ASSIGNOR in the presence of:

Amber L Young

Print Name: Amber L. Young

Address: 265 Clyde Morris Blvd. #300

Ormond Beach, FL 32174

Cynthia M Fusco

Print Name: Cynthia M. Fusco

Address: 265 Clyde Morris Blvd., #300

Ormond Beach, FL 32174

ASSIGNOR:

THE FIFTH RESTATEMENT OF THE
REVOCABLE TRUST AGREEMENT OF J.
STANLEY SHIRAH, DTD 1-8-2020, made
irrevocable on 8-10-2020

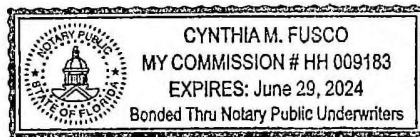
By: T. Brent Jenkins
T. Brent Jenkins, sole Trustee

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ()
physical presence or () online notarization, this 15 day of May, 2024, by T. BRENT JENKINS,
sole Trustee of the Fifth Restatement of the Revocable Trust Agreement of J. Stanley Shirah, DTD 1-8-
2020, made irrevocable on 8-10-2020 ("Trust"), on behalf of the Trust. [He/She] () is personally known
to me or () produced _____ as identification.

Cynthia M Fusco
Notary Public
My Commission Expires:



Signed, sealed and delivered as to
ASSIGNOR in the presence of:

Amber L. Young

Print Name: Amber L. Young

Address: 265 Clyde Morris Blvd., #300
Ormond Beach, FL 32174

Cynthia M. Fusco

Print Name: Cynthia M. Fusco

Address: 265 Clyde Morris Blvd., #300
Ormond Beach, FL 32174

ASSIGNOR:

TYMBER CREEK UTILITIES,
INCORPORATED, a Florida corporation

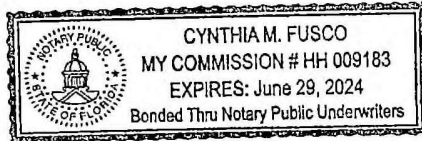
By: T. Brent Jenkins
T. Brent Jenkins, President & Director

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of () physical presence or () online notarization, this 15 day of May, 2024, by T. BRENT JENKINS, as President & Director of Tymber Creek Utilities, Incorporated, a Florida corporation on behalf of the corporation. [He/She] () is personally known to me or () produced _____ as identification.

Cynthia M. Fusco
Notary Public
My Commission Expires:



Signed, sealed and delivered as to
ASSIGNEE in the presence of:

ASSIGNEE:

CSWR-FLORIDA UTILITY OPERATING
COMPANY, LLC, a Florida limited
liability company

Print Name: Carrie Klaws

By: CENTRAL STATES WATER
RESOURCES, INC., its manager

Carrie Klaws
13421 Manchester Rd., Ste. 103, St. Louis, MO 63131

By: [Signature]
Josiah M. Cox, President

Print Name: Sarah Ungerer
Sarah Ungerer
13421 Manchester Rd., Ste. 103, St. Louis, MO 63131

STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

The foregoing General Assignment was acknowledged, signed and sworn to before me on this 8th day of MAY, 2024 by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, who stated that he was authorized to execute this document and appeared before me by means of physical presence.

[Signature]
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: 3-1-24

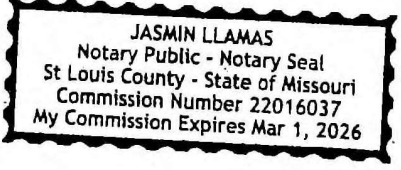


EXHIBIT A
Tymber Creek Service Area

A parcel of land being located in Sections 24 and 25 of Township 14 South, Range 13 East, Volusia County, Florida, and being more particularly described as follows:

Commencing at the NW corner of Section 25, thence run N88°33'10"E for 1396.36 feet to the east right-of-way line of N. Tymber Creek Road to and for the Point of Beginning; thence run N88° 33' 10"E along the north line of said Section 25 for 1,256.34 feet to the NE corner of the W ¼ of said Section 25; thence run N 00° 58' 54" W along the west line of the SW ¼ of the SE ¼ of Section 24 for 1,365.81 feet; thence run N 87° 30' 44" E for 1,056.38 feet; thence run N 00° 58' 05" W for 729.79 feet to the western right-of-way of Interstate 95; thence run along said right-of-way S 17° 35' 01" E for 3,482.84 feet; thence run S 87° 26' 54" W for 711.77 feet; thence run S 01° 25' 04" E for 516.82 feet to the north bank of the Tomoka River; thence run along the north bank of said river the following calls: run S 57° 19' 09" W for 264.90 feet; thence run S 41° 45' 18" W for 109.66 feet; thence run S 63° 07' 13" W for 100.12 feet; thence run S 82° 40' 55" W for 104.41 feet; thence run S 46° 41' 34" W for 105.94 feet; thence run S 76° 08' 56" W for 32.10 feet; thence run S 44° 55' 10" W for 107.70 feet; thence run S 32° 45' 58" W for 101.43 feet; thence run S 20° 15' 20" W for 100.12 feet; thence run S 28° 52' 54" W for 81.18 feet; thence run S 71° 09' 07" W for 40.26 feet; thence run N 81° 16' 40" W for 57.20 feet to the center of Groover Branch; thence run in a northerly direction along the center of said branch the following calls: run N 17° 49' 26" W for 72.56 feet; thence run N 04° 51' 59" W for 56.40 feet; thence run N 23° 33' 35" W for 23.18 feet; thence run N 03° 39' 21" W for 52.53 feet; thence run N 13° 17' 07" E for 45.99 feet; thence run S 83° 41' 27" E for 38.88 feet; thence run N 39° 20' 57" E for 56.10 feet; thence run N 29° 00' 26" W for 36.31 feet; thence run N 55° 42' 23" W for 98.70 feet; thence run N 15° 18' 09" W for 72.15 feet; thence run N 29° 53' 10" W for 69.49 feet; thence run S 66° 30' 02" W for 33.57 feet; thence run S 08° 08' 31" W for 36.56 feet; thence run S 43° 31' 28" W for 41.66 feet; thence run S 84° 11' 30" W for 65.49 feet; thence run N 80° 37' 26" W for 40.34 feet; thence run N 48° 25' 21" W for 61.62 feet; thence run N 12° 00' 14" W for 26.80 feet; thence run N 28° 07' 04" E for 80.59 feet; thence run N 15° 29' 07" E for 85.50 feet; thence run N 27° 46' 29" W for 19.83 feet; thence run S 72° 57' 24" W for 70.77 feet; thence run S 46° 51' 09" W for 64.30 feet; thence run S 29° 10' 55" W for 42.53 feet; thence run S 51° 45' 35" W for 22.87 feet to the east line of the SE ¼ of NW ¼ of Section 25; thence run S 01° 21' 03" E along the east line of said SE ¼ of NW ¼ for 806.74 feet; thence run S 46° 41' 23" W for 77.72 feet; thence run West for 110.00 feet; thence run N 64° 47' 26" W for 249.10 feet; thence run S 50° 25' 33" W for 115.54 feet; thence run S 63° 51' 58" W for 115.54 feet; thence run S 77° 18' 22" W for 115.54 feet; thence run S 68° 19' 45" W for 105.40 feet; thence run S 88° 39' 10" W for 90.00 feet; thence run N 01° 20' 50" W for 145.00 feet; thence run S 88° 39' 10" W for 60.00 feet; thence run S 01° 20' 50" E for 605.86 feet; thence run S 87° 25' 34" W for 309.91 feet to the eastern right-of-way of N. Tymber Creek Road; thence run along said right-of-way the following calls: run N 01° 21' 48" W for 1,164.40 feet; thence run N 20° 25' 04" W for 46.71 feet; thence run N 00° 55' 22" W for 2,061.05 feet back to the Point of Beginning. Said parcel contains 208.7 acres, more or less.

ATTACHMENT 2

Rec. \$ _____
Doc Stamps \$ _____

For Recorder's Use Only

Prepared by/Record & Return to:
Thomas J. Dobbins, Esquire
Trow & Dobbins, P.A.
1301 NE 14th Street
Ocala, FL 34470-4641
(352) 369-8830

PERSONAL REPRESENTATIVE'S DEED

STATEMENT OF FACTS:

A. J. STANLEY SHIRAH ("Decedent"), a resident of Volusia County, Florida, died on August 10, 2020.

B. At the time of the Decedent's death, the Decedent was the owner of the Real Property described below.

C. Grantor is the duly appointed and serving Personal Representative of the Estate of the Decedent pursuant to probate proceedings filed in the Circuit Court for Volusia County, Florida in Case No. 2020-1 1959-PROL.

CONVEYANCE

THIS INDENTURE, made this the 15th day of May 2024 between T. BRENT JENKINS, as Personal Representative of the Estate of J. STANLEY SHIRAH, Deceased, whose address is 265 Clyde Morris Boulevard, Ormond Beach, Florida 32174, hereinafter called "Grantor", and CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, whose address is 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131, hereinafter called "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and no/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, have

granted, bargained and sold to the said Grantee, and Grantee's heirs, and assigns forever, the land situate, lying and being in Volusia County, Florida, and being more particularly described on Exhibits "A" and "B" attached hereto.

Volusia County Tax Parcel Identification Numbers 412504001420 and



Together with all tenements, hereditaments, and appurtenances thereto, belonging or in any way appertaining, to have and to hold in the same in fee simple forever.

SUBJECT to ad Valorem taxes for the year 2023 and subsequent years.

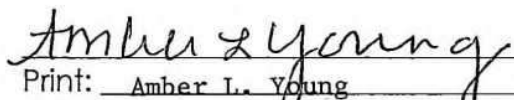
SUBJECT to any and all easements, restrictions, reservations and covenants of record, which shall not be reimposed hereby.


and said Grantor covenants with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to said land; that he is the duly appointed and serving Personal Representative of the Estate of J. STANLEY SHIRAH, and will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under Grantor.

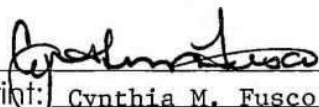
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:


Print: Amber L. Young
Address: 265 Clyde Morris Blvd. #300
Ormond Beach, FL 32174


T. BRENT JENKINS, as Personal Representative of the Estate of J. STANLEY SHIRAH, Volusia County Case No. 2020-1 1959-PROL


Print: Cynthia M. Fusco
Address: 265 Clyde Morris Blvd., #300
Ormond Beach, FL 32174

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged and executed before me by T. BRENT JENKINS, as Personal Representative of the Estate of J. STANLEY SHIRAH, Volusia County Case No. 2020-1 1959-PROL, who appeared before me by means of:

- physical presence
- online notarization

on this 15th day of May 2024. Such person:

- is personally known to me.
- produced a current Florida Driver's License as identification.
- produced _____ as identification.

Cynthia M. Fusco
 Notary Public
 State of Florida, at Large
 My Commission Expires:



EXHIBIT "A"

Parcel 142, TYMBER CREEK PHASE I, according to the map or plat thereof as recorded in Plat Book 34, Page 98, Public Records of Volusia County, Florida.

EXHIBIT "B"

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 25 AND THE EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AS SHOWN ON THE RECORD PLAT OF TYMBER CREEK PHASE I, AS RECORDED IN PLAT BOOK 34, PAGES 98-103, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 33 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 670.25 FEET TO THE NORTHWEST CORNER OF PARCEL 142 (THE SEWAGE AND WATER TREATMENT PLANT SITE) OF SAID TYMBER CREEK PHASE I; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 25, GO ALONG THE BOUNDARY OF SAID TYMBER CREEK PHASE I THE FOLLOWING COURSES AND DISTANCES: SOUTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 648.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 135.95 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 135.95 FEET, THROUGH A CENTRAL ANGLE OF 67 DEGREES 03 MINUTES 48 SECONDS, AN ARC DISTANCE OF 150.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 178.64 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 178.64 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 01 MINUTE 20 SECONDS, AN ARC DISTANCE OF 49.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE GO WEST ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 70 DEGREES 28 MINUTES 14 SECONDS, AN ARC DISTANCE OF 30.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 400.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF A 50 FOOT EASEMENT KNOWN AS SANDY SPRING ROAD; THENCE GO NORTHWEST ALONG SAID EASEMENT CURVE HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 55 MINUTES 08 SECONDS, AN ARC DISTANCE OF 132.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHWEST ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 18 MINUTES 02 SECONDS, AN ARC DISTANCE OF 19.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE GO WEST ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 158 DEGREES 14 MINUTES 26 SECONDS, AN ARC DISTANCE OF 138.09 FEET TO A POINT; THENCE DEPARTING SAID CURVE GO SOUTH 88 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 141.82 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD; THENCE GO NORTH 01 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 686.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the land described in O.R. Book 6432, Page 134, of the Public Records of Volusia County, Florida, described as follows:

A portion of lands described in Official Records Book 4638, Page 2697, of the Public Records of Volusia County, Florida lying in the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 25, thence run N 89°11' 24" E along the North line of Section 25 for a distance of 1396.36 feet to the POINT OF BEGINNING, said point also situated on existing easterly Right of Way line of Tymber Creek Road (R/W width varies) as shown on the Plat of Tymber Creek Phase 1 as recorded in Map Book 34 Page 98 of said Public Records; thence continue along said North line, N 89°11' 24" E a distance of 341.54 feet; thence departing said North line run S 07°14'50" W a distance of 372.77 feet; thence S 38°53'54" E a distance of 80.58 feet; thence S 69°29'44" E a distance of 130.41 feet; thence S 81°15'52" E a distance of 70.27 feet; thence S 10°38'30" W a distance of 138.67 feet to a point of curvature of a curve concave northwesterly having a radius of 95.95 feet; thence run southwesterly along the arc of said curve through a central angle of 67°03'48" for an arc distance of 112.31 feet to a point of reverse curve concave southeasterly having a radius of 218.64 feet a chord bearing of S 65°30'22" W and a chord distance of 92.40 feet; thence run southwesterly along the arc of said curve through a central angle of 24°23'51" for an arc distance of 93.10 feet to a point of curvature of a non-tangent curve concave southwesterly having a radius of 400.00 feet, a chord bearing of N 58°55'17" W and a chord distance of 109.13 feet; thence run northwesterly along the arc of said curve through a central angle of 15°40'51" for an arc distance of 109.47 feet to the point of reverse curve of a curve concave northeasterly having a radius of 25.00 feet; thence run northwesterly along the arc of said curve through a central angle of 44°18'02" for an arc distance of 19.33 feet to a point of reverse curve of a curve concave southerly having a radius of 50.00 feet; thence run westerly along the arc of said curve through a central angle of 158°14'22" for an arc distance of 138.09 feet; thence S 89°17'57" W a distance of 141.82 feet to a point on the aforementioned easterly Right of Way line of Tymber Creek Road; thence N 00°42'03" W along said Right of Way line a distance of 686.39 feet to the POINT OF BEGINNING.

ATTACHMENT 3

Rec. \$
Doc Stamps \$

Prepared by/Record & Return to:
Thomas J. Dobbins, Esquire
Trow & Dobbins, P.A.
1301 NE 14th Street
Ocala, FL 34470-4641
(352) 369-8830

For Recorder's Use Only

TRUSTEE'S DEED

THIS INDENTURE, made this 15th day of May 2024 between T. BRENT JENKINS, Successor Trustee of the Fifth Restatement of the Revocable Trust Agreement of J. Stanley Shirah, as last revised and restated on January 8, 2020, whose mailing address is 265 Clyde Morris Boulevard, Ormond Beach, County of Volusia, State of Florida 32174, with full power and authority to protect, conserve, sell, lease, encumber, and to otherwise manage and dispose of the real property described on Exhibits "A" and "B" attached hereto, GRANTOR, and CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, whose mailing address is 1630 Des Peres Road, Suite 140, St. Louis, Count of St. Louis, State of Florida 63131, GRANTEE.

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00), to him in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, its successors and assigns forever, the lands described on Exhibits "A" and "B" together with all tenements, hereditaments, and appurtenances thereto, belonging or in any way appertaining, to have and to hold in the same in fee simple forever.

SUBJECT to Easements, Agreements, Covenants, and Restrictions of record which shall not be re-imposed hereby.

SUBJECT to taxes for 2023 and thereafter.

Volusia County Tax Parcel Numbers 412504001420 and [REDACTED]

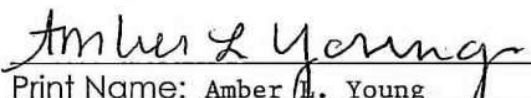
The GRANTOR herein certifies that the property herein conveyed is not the homestead of the Trustee, nor is it the homestead of any trust beneficiary, nor is it contiguous thereto.


TO HAVE AND TO HOLD the same unto the said GRANTEE in fee simple. The GRANTOR does hereby covenant with the GRANTEE, except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by the Trust, that he is the duly serving Successor Trustee of the Fifth Restatement of the Revocable Trust Agreement of J. Stanley Shirah, as last revised and restated on January 8, 2020, with full authority and power to convey the property described herein, that all requirements of the Trust under which he is serving have been complied with, and that the Trust will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the Trust, but against none other.

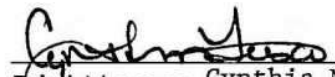
IN WITNESS WHEREOF, the said GRANTOR has signed his name the day and year above written.

Witnesses as to Grantor:

GRANTOR:


Print Name: Amber L. Young
Address: 265 Clyde Morris Blvd., #300
Ormond Beach, FL 32174


T. BRENT JENKINS, Successor Trustee of
the Fifth Restatement of the Revocable
Trust Agreement of J. Stanley Shirah, as
last revised and restated on January 8,
2020


Print Name: Cynthia M. Fusco
Address: 265 Clyde Morris Blvd., #300
Ormond Beach, FL 32174

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged and executed before me by means of personal presence or online notarization this 15th day of May 2024 by T. BRENT JENKINS, Successor Trustee of the Fifth Restatement of the Revocable Trust Agreement of J. Stanley Shirah, as last revised and restated on January 8, 2020. Such person(s): *(notary must check applicable box)*

- is personally known to me.
- produced a current Florida Driver's License as identification.
- produced _____ as identification.

Cynthia M. Fusco
 Notary Public
 State of Florida, at Large
 My Commission Expires:

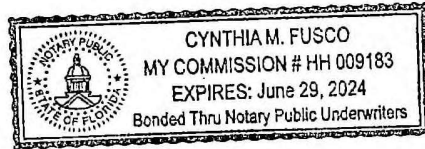


EXHIBIT "A"

Parcel 142, TYMBER CREEK PHASE I, according to the map or plat thereof as recorded in Plat Book 34, Page 98, Public Records of Volusia County, Florida.

EXHIBIT "B"

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 25 AND THE EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING AS SHOWN ON THE RECORD PLAT OF TYMBER CREEK PHASE I, AS RECORDED IN PLAT BOOK 34, PAGES 98-103, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 33 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 670.25 FEET TO THE NORTHWEST CORNER OF PARCEL 142 (THE SEWAGE AND WATER TREATMENT PLANT SITE) OF SAID TYMBER CREEK PHASE I; THENCE DEPARTING THE NORTH LINE OF SAID SECTION 25, GO ALONG THE BOUNDARY OF SAID TYMBER CREEK PHASE I THE FOLLOWING COURSES AND DISTANCES: SOUTH 10 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 648.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 135.95 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 135.95 FEET, THROUGH A CENTRAL ANGLE OF 67 DEGREES 03 MINUTES 48 SECONDS, AN ARC DISTANCE OF 150.20 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEAST AND HAVING A RADIUS OF 178.64 FEET; THENCE GO SOUTHWEST ALONG SAID CURVE HAVING A RADIUS OF 178.64 FEET, THROUGH A CENTRAL ANGLE OF 16 DEGREES 01 MINUTE 20 SECONDS, AN ARC DISTANCE OF 49.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE GO WEST ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 70 DEGREES 28 MINUTES 14 SECONDS, AN ARC DISTANCE OF 30.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWEST AND HAVING A RADIUS OF 400.00 FEET, SAID POINT BEING ON THE NORTHERLY LINE OF A 50 FOOT EASEMENT KNOWN AS SANDY SPRING ROAD; THENCE GO NORTHWEST ALONG SAID EASEMENT CURVE HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 55 MINUTES 08 SECONDS, AN ARC DISTANCE OF 132.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHWEST ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 44 DEGREES 18 MINUTES 02 SECONDS, AN ARC DISTANCE OF 19.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 50.00 FEET; THENCE GO WEST ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 158 DEGREES 14 MINUTES 26 SECONDS, AN ARC DISTANCE OF 138.09 FEET TO A POINT; THENCE DEPARTING SAID CURVE GO SOUTH 88 DEGREES 39 MINUTES 10 SECONDS WEST, A DISTANCE OF 141.82 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD; THENCE GO NORTH 01 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 686.89 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT the land described in O.R. Book 6432, Page 134, of the Public Records of Volusia County, Florida, described as follows:

A portion of lands described in Official Records Book 4638, Page 2697, of the Public Records of Volusia County, Florida lying in the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 25, thence run N 89°11' 24" E along the North line of Section 25 for a distance of 1396.36 feet to the POINT OF BEGINNING, said point also situated on existing easterly Right of Way line of Tymber Creek Road (R/W width varies) as shown on the Plat of Tymber Creek Phase 1 as recorded in Map Book 34 Page 98 of said Public Records; thence continue along said North line, N 89°11' 24" E a distance of 341.54 feet; thence departing said North line run S 07°14'50" W a distance of 372.77 feet; thence S 38°53'54" E a distance of 80.58 feet; thence S 69°29'44" E a distance of 130.41 feet; thence S 81°15'52" E a distance of 70.27 feet; thence S 10°38'30" W a distance of 138.67 feet to a point of curvature of a curve concave northwesterly having a radius of 95.95 feet; thence run southwesterly along the arc of said curve through a central angle of 67°03'48" for an arc distance of 112.31 feet to a point of reverse curve concave southeasterly having a radius of 218.64 feet a chord bearing of S 65°30'22" W and a chord distance of 92.40 feet; thence run southwesterly along the arc of said curve through a central angle of 24°23'51" for an arc distance of 93.10 feet to a point of curvature of a non-tangent curve concave southwesterly having a radius of 400.00 feet, a chord bearing of N 58°55'17" W and a chord distance of 109.13 feet; thence run northwesterly along the arc of said curve through a central angle of 15°40'51" for an arc distance of 109.47 feet to the point of reverse curve of a curve concave northeasterly having a radius of 25.00 feet; thence run northwesterly along the arc of said curve through a central angle of 44°18'02" for an arc distance of 19.33 feet to a point of reverse curve of a curve concave southerly having a radius of 50.00 feet; thence run westerly along the arc of said curve through a central angle of 158°14'22" for an arc distance of 138.09 feet; thence S 89°17'57" W a distance of 141.82 feet to a point on the aforementioned easterly Right of Way line of Tymber Creek Road; thence N 00°42'03" W along said Right of Way line a distance of 686.39 feet to the POINT OF BEGINNING.

ATTACHMENT 4

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is made as of the 12 day of August, 2021, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and the ESTATE OF J. STANLEY SHIRAH, by and through the court-appointed personal representative of the Estate, T. BRENT JENKINS, acting under an order appointing him personal representative in case number PROBATE CASE # 2020-1 1959-PROL ("*Estate*") and TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation qualified and registered to transact business in the State of Florida (together, "*Seller*").

WHEREAS, prior to his death, J. Stanley Shirah owned, as an individual, certain real property that is part of a sewer and water system located in Volusia County, Florida, more particularly described in Exhibit A, and he also served as President of Tymber Creek Utilities, Incorporated;

WHEREAS, on September 2, 2020, T. Brent Jenkins ("*Personal Representative*") was appointed as personal representative of the Estate of J. Stanley Shirah, in the matter of IN RE: ESTATE OF J. Stanley Shirah a/k/a Joseph Stanley Shirah, Deceased, File No. 2020-1 1959, Division 10, Probate Division in the Seventh Circuit Court for Volusia County, Florida. A copy of the Order Admitting Will to Probate and Appointing Personal Representative ("*Judgment*") is attached hereto as EXHIBIT I, and is incorporated herein by this reference;

WHEREAS, by virtue of the Judgment, the Personal Representative has all the requisite power and authority to sell certain Property that is part of the System;

WHEREAS, Tymber Creek Utilities, Incorporated owns certain other Property that comprises the System;

WHEREAS, the Estate and Tymber Creek Utilities, Incorporated desire to sell, and Buyer desires to purchase, all of the Property associated with the System, as defined herein; and

WHEREAS, the parties have reached an understanding with respect to the sale by the Estate and Tymber Creek Utilities, Incorporated and the purchase by Buyer of all Property that comprises the System.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I ACQUISITION OF THE PROPERTY

Section 1.01 The Property. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*");

(a) All immovable property, including all right, title and interest therein, described in EXHIBIT A, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof, including but not limited to any mineral and other subsurface rights, together with all buildings and improvements located thereon, and all appurtenant rights relating thereto, including, but not limited to, warranties and guaranties, access easements and other easements and rights relating thereto, access to utilities, rights of way and similar rights located on or within or relating to any of the foregoing (collectively, the "*Immovable Property*");

(b) All movable property and intangible property used in connection with the ownership and/or operation of the Immovable Property, including, but not limited to, all such property described in EXHIBIT B, to be attached hereto prior to the conclusion of the Feasibility Period (as hereafter defined) and made a part hereof (collectively, the "*Movable Property*");

(c) All of Seller's right, title, and interest in and to the area that the System (as defined below) services (the "*Service Area*"), as determined by Buyer and set forth in EXHIBIT C, to be attached hereto prior to the Closing (as hereinafter defined) and made a part hereof, including but not limited to, all real property interests such as easements, rights of way, permits and leases related to the System, and including any and all water and sewer facilities, equipment, lines, plants, pipes, manholes, meters, lift or pump stations and appurtenances; and

(d) All property or rights of whatever nature and kind that Seller owns which in any way is used or is useful in the operation of a water and sewer utility system located in Volusia County, Florida (the "*System*").

(e) The Property is being sold in "As Is" condition and Seller makes no representations, covenants or warranties with respect to the condition of the Property, other than as set forth expressly herein, which include that the Property is being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever, and that to the best of Seller's knowledge, no environmental contamination, pollution, or noncompliance exists, as set forth herein.

Section 1.02 Purchase Price.

(a) The purchase price (the "*Purchase Price*") for the Property shall be **One Million and 00/100 Dollars (\$1,000,000.00)**. The reasonable allocation of the Purchase Price between the categories in Sections 1.01(a) and 1.01(b) of the Property and as between the Estate and Tymber Creek, Incorporated shall be set forth in EXHIBIT D prior to the Closing.

(b) The Purchase Price less any Earnest Money shall be payable in cash at Closing by wired funds and shall be paid by Buyer to Seller (to the account notified by Seller to Buyer prior to the Closing Date) on the Closing Date as defined in Section 4.01.

Section 1.03 Earnest Money. Within fifteen (15) days after the Effective Date (as defined below), Buyer shall deposit with a title company of its choice (the "*Title Company*") the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** as the earnest money under this Agreement (the "*Earnest Money*"). The Earnest Money shall be returned to Buyer or paid to Seller in accordance with the terms and conditions of this Agreement.

ARTICLE II
SURVEY AND TITLE REVIEW

Section 2.01 Survey. Buyer shall have the right, for its own benefit, to procure one or more ALTA surveys of the Immovable Property, subject to Section 2.03 (the "*Survey*"). The Survey shall be current, staked, and shall be made on-the-ground and signed, sealed, and certified in favor of Buyer by a duly licensed surveyor selected or approved by Buyer and receipt of the Survey by Buyer prior to Closing, subject to Section 2.03, is a condition to Closing. The cost of the Survey shall be borne by the Buyer.

Section 2.02 Title Insurance. The Buyer shall, within fifteen (15) days after the Effective Date, order and must receive prior to the Closing, subject to Section 2.03, as a condition to Closing, a commitment for title insurance and complete, legible copies of all exception documents (the "*Title Commitment*") issued by the Title Company covering the Immovable Property, binding the Title Company to issue to Buyer at Closing an owner's policy of title insurance paid for by Buyer (the "*Title Policy*") on the standard form of policy in the amount specified by Buyer insuring good, merchantable, and insurable fee simple title to the Immovable Property in Buyer, free and clear of all restrictions, easements, encumbrances, mortgages, liens, claims and other matters except any Permitted Exceptions as defined in Section 2.03.

Section 2.03 Buyer's Review. Buyer shall have until the expiration of the Feasibility Period to examine the Title Commitment and the Survey, and to deliver to Seller in writing Buyer's objections to any items contained or set forth in the Title Commitment or the Survey (the "*Unacceptable Exceptions*"). If Seller is unable or unwilling to eliminate and remove all of the Unacceptable Exceptions, then within fifteen (15) days after receipt of Buyer's written notice, Seller shall notify Buyer in writing of its inability or unwillingness to remove the Unacceptable Exceptions (and such notice shall set forth which Unacceptable Exceptions that Seller is unable or unwilling to remove) and Buyer may terminate this Agreement by giving written notice of such election delivered to Seller. If Buyer so terminates this Agreement, the Earnest Money shall be promptly returned to Buyer, after which neither Party shall have any further rights, duties or obligations hereunder, except as expressly provided in this Agreement to the contrary. If Buyer does not so terminate this Agreement after receiving Seller's written notice, then the Unacceptable Exceptions together with other exceptions not objected to by Buyer shall become Permitted Exceptions (the "*Permitted Exceptions*").

Section 2.04 Feasibility Period.

(a) Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer deems necessary or appropriate in its sole and absolute discretion to determine the feasibility of the Property for Buyer's intended use (the "*Feasibility Study*"), for a period of **one hundred fifty (150) days** after the Effective Date (the "*Feasibility Period*"). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

(b) If Buyer finds the Property unacceptable for any reason or no reason, then Buyer, in its sole and absolute discretion, may terminate this Agreement by written notice to Seller on or before the expiration of the Feasibility Period. If Buyer so terminates this Agreement, the Title Company shall, upon demand by Buyer, promptly return the Earnest Money to Buyer and thereafter neither Party shall have any further rights, duties or obligations to the other hereunder.

(c) Seller shall deliver to Buyer within ten (10) business days after the Effective Date of this Agreement, the most recent title commitments, title policies, surveys, environmental site assessments, preliminary plats and site plans, any cross access and easement documents in connection with the Property, any development agreements affecting the Property, lease agreements affecting the Property, any customer lists for the System and any other documents Buyer may reasonably request related to the Property and/or the System.

Section 2.05 Other Termination Rights. In addition to any other rights and remedies set out herein (including but not limited to the termination rights in Sections 2.03, 2.04, 3.02(b) and 5.02), the Buyer shall have the right to terminate this Agreement as set out below:

(a) At any time up to and including the Closing Date if the regulatory bodies required to approve the sale of the System and the Property to the Buyer have not fully and unconditionally approved the sale upon the terms set out herein. In Buyer's sole and absolute discretion, Buyer may terminate this Agreement if the necessary regulatory approvals are not fully and unconditionally granted to Buyer in a form satisfactory to Buyer (as determined in Buyer's sole and absolute discretion) prior to the Closing by giving written notification of such termination to Seller, and upon such termination the Buyer shall receive a prompt return of the Earnest Money. Notwithstanding the foregoing, if the regulatory bodies deem the Purchase Price set forth herein to be in excess of the fair value for the Property, the Buyer shall have no right to adjust the Purchase Price nor shall the lack of approval of the Purchase Price be used by the Buyer as a basis to terminate this Agreement.

(b) In the event that, prior to the Closing, all or any portion of the Property is taken, condemned, expropriated, or made the subject of any eminent domain proceedings, or any of the foregoing is threatened (interchangeably, a "*Taking*"), Buyer may elect to either move to Closing and receive any Taking proceeds, plus an assignment of Seller's right, title, and interest thereto and claim therefor, as full satisfaction for the Taking, or Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing. If Buyer does not receive written notice of a Taking more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of a Taking.

Section 2.06. Effect of Termination. Subject to Article V, upon the termination of this Agreement, the Title Company shall pay the Earnest Money to the appropriate party in accordance with the terms and conditions of this Agreement, and upon such payment being made the parties shall have no further liability hereunder (except with respect to liabilities of Seller accruing prior to such termination and those obligations hereunder which survive the termination of this Agreement).

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Warranties and Covenants of Seller. Seller hereby represents and warrants to Buyer that the facts recited below are true, complete and accurate as of the date hereof and will continue to be true, complete and accurate at Closing:

(a) By virtue of the Judgment, the Personal Representative has all the requisite power and authority to sell the Property owned by the Estate, pursuant to the terms of this Agreement. The Estate is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of the Estate. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by the Estate, when executed and delivered, shall constitute the legal, valid, and binding obligation by the Estate, enforceable against the Estate in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(b) Tymber Creek Utilities, Incorporated is a corporation duly formed and in good standing under the laws of the State of Florida, is qualified to conduct business in the State of Florida and has the requisite power and authority to enter into and to perform the terms of this Agreement without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. Tymber Creek Utilities, Incorporated is not subject to any law, order, decree, restriction or agreement that prohibits or would be violated by this Agreement or the consummation of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all requisite action of Tymber Creek Utilities, Incorporated. This Agreement constitutes, and each document and instrument contemplated hereby to be created and delivered by Seller, when executed and delivered, shall constitute the legal, valid, and binding obligation by Tymber Creek Utilities, Incorporated, enforceable against Tymber Creek Utilities, Incorporated in accordance with its respective terms (subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors' rights generally).

(c) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval or registration under any law, statute, rule, regulation, judgment, order, writ, injunction or decree which is binding upon Seller, other than any regulatory approvals disclosed in writing to Buyer.

(d) Seller has and will have at Closing good, merchantable, and insurable title, in fee simple, to the Property, free and clear of all mortgages, liens, claims, or other encumbrances (except those required by the Title Company in the Title Commitment to be fully satisfied with the Purchase Price at the Closing).

(e) To be best of Seller's Knowledge there are no pending or threatened condemnation, liens, claims, other encumbrances, special assessments, or similar proceedings or charges affecting the Property or Seller by any governmental authority.

(f) Seller Tymber Creek Utilities, Incorporated is not a foreign corporation, foreign partnership, foreign trust, or foreign estate, or non-resident alien for purposes of US income taxation, pursuant to Section 1445 of the Internal Revenue Code.

(g) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and will not be rendered insolvent by the performance of its obligations under this Agreement.

(h) There are no leases affecting any portion of the Property except such leases disclosed to Buyer in writing by Seller and there are no options, rights of first refusal or contracts granting any rights to acquire any right, title or interest in any portion of the Property, except as listed in the Title Commitment, if any.

(i) Seller has not received any notice of any violation of any ordinance, regulation, law or statute of any government agency or instrumentality pertaining to the Property and/or the System or any portion thereof which has not been complied with in all respects.

(j) There is no action, suit, proceeding or claim affecting Seller, the Property and/or the System, relating to or arising out of any lease, option or contract affecting the Property or the System, or the ownership, operation, use or occupancy of the Property or the System, pending or being prosecuted in any court or by or before any agency or other governmental instrumentality nor, to the best of Seller's Knowledge, has any such action, suit, proceeding or claim been threatened or asserted. There is no proceeding pending or presently being prosecuted in connection with the assessed valuation or taxes of other impositions payable in respect of any portion of the Property.

(k) No work has been performed or is in progress at, and no materials have been furnished to, the Property which might give rise to mechanic's, materialman's or other liens against the Property.

(l) The Property currently has or will have at Seller's sole cost and expense prior to the Closing cross access and easements rights and benefits providing pedestrian and vehicular access to and from the Property and all components within the System necessary to operate the same.

(m) To the best of Seller's Knowledge, there are no pending or contemplated zoning changes, variances, special zoning exceptions, conditions or agreements affecting, or potentially affecting the Property or any part thereof.

(n) All the tangible property included in the Seller's Property are in operating condition and repair, are usable in the regular course of business and conform to all applicable laws, ordinances, codes, rules and regulations relating to their construction, use and operation, and are free from any known material defects except such minor defects as do not substantially interfere with the continued use thereof in the conduct of normal operations.

(o) Except as has been disclosed to Seller in writing by Buyer, the Property complies with all applicable laws of all governmental or quasi-governmental authorities having jurisdiction over, against or affecting the Property. Seller has not received written notice of any, and there are no violations of any laws, similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured. All governmental or quasi-governmental occupancy and use permits, licenses, consents, approvals, permits, authorizations, certificates, and other requirements of the authorities necessary or required for the continued use and operation of the System and/or the Property for the purposes for which the same are intended (collectively, "Approvals"), if any, have been unconditionally and finally issued and paid for and are in full force and effect in accordance with the respective terms thereof. All work or conditions required to be performed or fulfilled pursuant to the Approvals (on or off-site) have been fully performed in accordance with the requirements thereof and the Property fully complies with the Approvals.

(p) To the best of Seller's Knowledge, there is no fact or condition which materially and adversely affects the business, operations, affairs, properties or condition of Seller or the Property, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to Buyer in connection with the transactions contemplated hereby.

(q) To the best of Seller's Knowledge, no representation or warranty made by Seller in this Agreement, in any Exhibit attached hereto, or in any letter or certificate furnished to Buyer pursuant to the terms hereof, each of which is incorporated herein by reference and made a part hereof, contains any untrue statement of a fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

(r) Environmental Matters.

(i) Except as disclosed on the attached EXHIBIT E, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, the Property is currently and has been in compliance with all Environmental Laws (as defined below) and Seller has not received any: (i) Environmental Notice (as defined below) or Environmental Claim (as defined

below); or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing.

(ii) Except as disclosed on the attached EXHIBIT F, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, to the best of Seller's Knowledge, Seller has obtained and is in material compliance with all Environmental Permits (as defined below) (each of which is disclosed on EXHIBIT F) necessary for operating the System or use of the Property and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing in accordance with Environmental Law, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing, the operation of the System as currently conducted or the ownership, lease, operation or use of the Property. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(iii) None of the Property is listed on, or to the best of Seller's Knowledge, has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA (as defined below), or any similar state list.

(iv) To the best of Seller's Knowledge, there has been no Release of Hazardous Materials (as defined below) in contravention of Environmental Law with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System, and Seller has not received an Environmental Notice that any of the Property or real property currently or formerly owned, leased or operated by Seller in connection with the System (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(v) To the best of Seller's Knowledge, no underground storage tanks are located on the Immovable Property and no construction debris has been buried on or under the Immovable Property.

(vi) EXHIBIT G, to be attached hereto at least thirty (30) days prior to the conclusion of the Feasibility Period and made a part hereof, contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and, to the best of Seller's Knowledge, any predecessors in connection with the System or the Property as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(vii) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(viii) Seller has provided or otherwise made available to Buyer, within thirty (30) days of the Effective Date, and listed in EXHIBIT H, to be attached hereto within thirty (30) days of the Effective Date and made a part hereof: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Property or any real property currently or formerly owned, leased or operated by Seller in connection with the System which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(ix) Seller is not aware of nor reasonably anticipates, as of the Closing, any condition, event or circumstance concerning the Release or regulation of Hazardous Materials that might, after the Closing, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the System and Property as currently carried out.

Section 3.02 Covenants of Seller.

(a) Seller will own, operate, use and manage the System and the Property only in the ordinary course of business consistent with past practice and in any event will ensure that, any provisions of this Agreement to the contrary notwithstanding, (i) the physical and environmental condition of the Property is the same at the time of the Closing as it is as of the Effective Date, only ordinary wear and tear as to the physical condition excepted, and (ii) Seller's title to the Immovable Property and the survey condition of the Immovable Property is the same at the time of the Closing as it is as of the Effective Date, only improvements to the title condition or survey condition performed or undertaken by Seller to address Unacceptable Exceptions excepted.

(b) Seller shall maintain current hazard insurance in force on the Property until the Closing Date. The risk of loss to the Property shall not pass to Buyer unless and until delivery of possession of the Property is delivered to Buyer. If an event of casualty occurs to the Property prior to Closing, the Buyer may elect to either move to Closing and accept any insurance proceeds and deductible, plus an assignment of all of Seller's right, title, and interest in and to any and all insurance claims, as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing, but if Buyer does not receive written notice of such casualty more than five (5) days prior to the Closing, the Closing Date shall be postponed to a date that is not less than five (5) days after Buyer's receipt of written notice of such casualty.

(c) Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

Section 3.03. Certain Definitions.

The following definitions apply in this Agreement:

(a) "*CERCLA*" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

(b) "*Environmental Claim*" means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release (as defined below) of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

(c) "*Environmental Notice*" means any applicable law, and any governmental order or binding agreement with any governmental authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials.

(d) "*Environmental Laws*" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit. The term "Environmental Laws" includes, without limitation, the

following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

(e) “*Environmental Permits*” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

(f) “*Hazardous Materials*” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

(g) “*Knowledge*” or “*Seller’s Knowledge*” means the actual knowledge of Seller and each of Seller’s Representatives; in each case, after due inquiry.

(h) “*Release*” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

(i) “*Representatives*” in relation to a person means such person’s managers, shareholders, members, officers, directors, employees, agents, advisors, affiliates, successors, personal representatives, executors, trustees, and permitted assigns and for the avoidance of doubt the Representatives of Seller.

Section 3.04 Disclaimer. **EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND AND CHARACTER (EXCEPT FOR THE WARRANTY OF TITLE IN THE DEED TO BE DELIVERED AT CLOSING), WHETHER EXPRESS OR IMPLIED AND BUYER ACCEPTS THE PROPERTY “AS IS”. BUYER SHALL HAVE NO CLAIM AGAINST SELLER, AND SELLER SHALL HAVE NO LIABILITY TO BUYER, WITH RESPECT TO ANY SUCH DISCLAIMED WARRANTIES OR REPRESENTATIONS.**

ARTICLE IV CLOSING

Section 4.01 Closing.

(a) Subject to the terms and conditions of this Agreement, the Closing of the purchase and sale of the Property pursuant to this Agreement (the “*Closing*”) shall take place at the offices of Gray Robinson at 301 East Pine Street, Suite 1400, Orlando, Florida, 32806, forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a), or (i) such earlier date as is elected by Buyer by giving not less than three (3) days prior notice to Seller, or (ii) such later date as agreed in writing by Seller and Buyer (the “*Closing Date*”). Buyer shall use its commercially reasonable best efforts to complete the Closing by July 31, 2021; however, so long as Buyer uses said best efforts, if the Closing does not occur by July 31, 2021, it shall occur as set forth above, within forty-five (45) days after the later of the expiration of the Feasibility Period and the approval by any regulatory bodies in a form satisfactory to Buyer as set forth in more detail in Section 2.05(a).

(b) At the Closing, Seller shall deliver to Buyer the following:

(i) A certificate of good standing for Seller plus the requisite duly executed corporate approvals for the sale;

(ii) A general warranty deed in executed form, conveying good, merchantable, and insurable title in fee simple to all of the Immovable Property, free and clear of any and all mortgages, liens, encumbrances, claims, conditions, easements, assessments, and restrictions, except for the Permitted Exceptions, if any;

(iii) A duly executed bill of sale, conveying all of the Movable Property described in EXHIBIT B, free and clear of any and all mortgages, liens, claims, restrictions, and encumbrances;

(iv) A duly executed termination of lease, terminating any existing lease agreements encumbering or relating to the Property;

(v) A duly executed assignment of any interest in any other Property used and/or useful in the operation of the System that is owned by Seller;

(vi) Such other instruments and documents that are customarily executed by a seller of immovable property in the county in which the Property is located, including, but not limited to, resolutions or unanimous written consents of the Personal Representative(s), Executor(s), Trustee(s), Board of Directors, and if required the shareholders, of Seller to authorize the sale of the Property to Buyer pursuant to this Agreement;

(vii) Tax statements for calendar year of Closing;

(viii) Possession of the Property;

(ix) If requested by Buyer, and to the extent assignable, duly executed, conveyances and assignments to Buyer of any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, county, municipal, or other governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning heretofore or hereafter held by or granted to Seller (collectively, the "Approvals"). No additional consideration shall be due by Buyer for the Approvals, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims (as hereinafter defined); and

(x) If requested by Buyer, duly executed assignments to Buyer, with full substitution and subrogation, of any and all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the Closing (collectively, the "Claims"). No additional consideration shall be due by Buyer for the Claims, it being understood and agreed by Seller that the Purchase Price covers the Property, the Approvals, and the Claims.

(c) At the Closing, Buyer shall deliver to Seller the following:

(i) The Purchase Price; and

(ii) Such other instruments and documents that are customarily executed by a buyer of immovable property in the county in which the Property is located.

Section 4.02 Closing Costs and Prorations. Buyer and Seller hereby covenant and agree that:

(a) Seller shall pay the costs of any roll back taxes, one-half (1/2) of the escrow fee charged by the Title Company, and Seller's attorneys' fees and expenses. Seller shall also pay all fees, costs, and expenses for title curative work and any other work that Seller agrees to perform or undertake in order to address any Unacceptable Exceptions and/or to otherwise enable Seller to sell and deliver to Buyer good, merchantable, and insurable fee simple title to the Property as required by this Agreement.

(b) Buyer shall pay all remaining title fees charged by the Title Company, recording fees, and Buyer's attorneys' fees.

(c) All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing Date, based on the most recent tax bill and assessments levied for the same.

ARTICLE V

DEFAULTS AND REMEDIES

Section 5.01 Buyer's Default and Seller's Remedies.

(a) Buyer's Default. Buyer shall be in default under this Agreement if and only if any and all conditions to be satisfied under the terms of this Agreement prior to Closing have been satisfied (or duly waived) and Buyer fails or refuses to perform Buyer's obligations at Closing for any reason other than a default by Seller. For the avoidance of doubt, a termination under Section 2.04 will not constitute an event of default by Buyer.

(b) Seller's Remedies. If Buyer is in default under this Agreement, the sole and exclusive remedy of Seller, shall be receipt of the Earnest Money. Buyer and Seller agree that in such case the Earnest Money shall be liquidated or stipulated damages under Florida law for a breach or default by Buyer under this Agreement and/or any other actions or claims that could arise out of or are related to this Agreement because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. Therefore, in no event shall Buyer be liable for or Seller be entitled to any actual damages or any other type of damages or remedy under any action or claim that could arise out of or that could any way relate to this Agreement other than the right to receive the stipulated amount of the Earnest Money as full satisfaction of Seller's claims.

Section 5.02 Seller's Defaults and Buyer's Remedies.

(a) Seller's Defaults. Seller shall be in default under this Agreement on the occurrence of any of one or more of the following events:

- (i) Any breach of a representation or warranty made by Seller in this Agreement or failure of any such representation or warranty to be true, accurate and complete; or
- (ii) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement.

(b) Buyer's Remedies. If Seller defaults under this Agreement (whether before or after the Closing or before termination or after termination in relation to provision that survive termination) Buyer may:

- (i) If such default is identified prior to Closing, terminate this Agreement by written notice to Seller and Title Company, in which event the Title Company shall promptly refund the Earnest Money to Buyer;
- (ii) Enforce specific performance of this Agreement against Seller; and/or
- (iii) Pursue such other remedies as may be available at law or in equity, including a suit for any damages and the right to recover attorneys' fees and costs.

Section 5.03 Attorneys' Fees. If either party defaults under this Agreement, and the non-defaulting party employs an attorney to enforce the terms hereof, such non-defaulting party shall be entitled to reasonable attorneys' fees and costs from the defaulting party.

Section 5.04 Survival. The provisions of this Section 5 and of Article III, Article VI, Article VII shall survive the termination of this Agreement. The provisions of Article III shall survive the Closing for a period of five (5) years, except that the representations and warranties in Sections 3.01(a), (b), and (c), shall survive indefinitely. All other provisions of this Agreement shall survive Closing unless otherwise expressly stated.

ARTICLE VI **COMMISSIONS**

Section 6.01 Commission. No commissions are due and/or owing for the procurement of this Agreement to any third parties other than Hartman Consultants, LLC. All commissions owed to Hartman Consultants, LLC shall be paid by the Seller. Seller shall defend, indemnify, and hold harmless Buyer from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Seller has dealt in connection with this Agreement or the sale of the Property to Buyer, and Buyer shall defend, indemnify, and hold harmless Seller from and against any and all claims by any person or entity for brokerage fees, brokerage commissions, finder's or other fees, which shall include, but shall not be limited to, any and all court costs, attorneys' fees and other costs and expenses relating thereto, alleged to be due to any broker and/or agent with whom Buyer has dealt in connection with this Agreement or the purchase of the Property by Buyer.

ARTICLE VII **MISCELLANEOUS PROVISIONS**

Section 7.01 Effective Date of Agreement. The term "Effective Date" as used herein shall mean the date this Agreement has been fully executed by Seller and Buyer, as indicated by their signatures below, and a signed copy thereof is delivered to and acknowledged by the Title Company.

Section 7.02 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent to the address or telecopy number of the party to receive such notice set forth below if effected by telecopy, e-mail or other electronic transmission, hand delivery, by Federal Express or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Buyer:

Josiah M. Cox
Central States Water Resources, Inc.
1650 Des Peres Road, Suite 303
St. Louis, MO 63131

with a copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

The Estate of J. Stanley Shirah
Tymber Creek Utilities, Incorporated
c/o T. Brent Jenkins
Jenkins & Young
265 Clyde Morris Blvd., Ste. 300
Ormond Beach, FL 32174
Phone: (386) 672-1332
Facsimile: (386) 672-1333
E-Mail: tbjenkinspa@aol.com

with a copy to:

Thomas A. Cloud, Esquire
Gray Robinson
301 East Pine Street, Suite 1400
Orlando, Florida 32806
Phone: 407-244-5624
Facsimile: 407-244-5690
E-Mail: thomas.cloud@gray-robinson.com

Section 7.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ALL PROCEEDINGS OR OBLIGATIONS HEREUNDER SHALL BE MADE AND ARE PERFORMABLE IN VOLUSIA COUNTY, FLORIDA.

Section 7.04 Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, administrators, successors and assigns. Buyer shall have the right to assign this Agreement to another entity or affiliate by providing written notice to Seller of such assignment. However, Seller shall not have the right to assign this Agreement without the written consent of the Buyer.

Section 7.05 Counterparts and Amendments. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. This Agreement may only be amended by a written document signed by each of the parties hereto, which document shall make specific reference to this Agreement.

Section 7.06 Time. Time is of the essence in the performance of each term, condition, and covenant contained in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

Section 7.07 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

Section 7.08 Entire Agreement. Buyer and Seller each acknowledges and agrees that at all times each have intended that none of the preliminary negotiations concerning this Agreement would be binding on any party. This Agreement and the Exhibits attached hereto prior to the Closing Date contain all the covenants, conditions, agreements and understandings between the parties and shall supersede all prior covenants, conditions, agreements, letters of intent, term sheets, and understandings between Seller and Buyer with respect to the purchase and sale of the Property and all other matters contained in this Agreement.

Section 7.9 Final Exhibits. The legal description of the Immovable Property contained in the Survey shall be substituted for the legal description of the Immovable Property used in EXHIBIT A as of the date hereof without the necessity of the parties executing any additional amendments to this Agreement. EXHIBIT C shall be

included as part of this Agreement when, and in the form, notified to Seller by Buyer in writing. EXHIBIT D shall be included as part of this Agreement if and when it is in the form, agreed by Seller and Buyer in writing prior to Closing. With regard to EXHIBITS E, F, and G, in the event Seller fails to provide a list of all relevant information for the respective Exhibit at least thirty (30) days prior to the end of the Feasibility Period, Buyer will assume there is no such relevant information and the respective Exhibit will be marked "None."

Section 7.10 Buyer Exchange. Seller and Buyer agree to cooperate should the other elect to purchase the Property or other real property as part of a like-kind exchange under IRC section 1031. Any contemplated exchange shall not impose upon the cooperating party any additional liability or financial obligation, and Buyer or Seller, as appropriate agrees to hold the other harmless from any liability that might arise from such exchange. This Agreement is not subject to or contingent upon either party's ability to acquire a suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Buyer or Seller should fail to occur, for whatever reason, the sale of the Property shall nonetheless be consummated as provided herein.

Section 7.11 Rollback Taxes, Standby Fees and Special Assessments. If this sale results in the assessment after Closing of additional taxes, standby fees or special assessments for periods of Seller's ownership (including taxes assessed as a result of a change in ownership or usage), the additional taxes, fees or assessments plus any penalties and interest shall be paid by Seller to Buyer within fifteen (15) days of receipt by Buyer of a statement for such taxes, fees or assessments.

Section 7.12 Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

Section 7.13 No Special Relationship. The parties' relationship is an ordinary commercial relationship of seller and buyer, and they do not intend to create and have not created the relationship of principal and agent, partnership, joint venture, or any other special relationship.

Section 7.14 Confidentiality. The parties will keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.


Section 7.15 Business Day. As used in this Agreement, the term "business day" means Monday through Friday of each week, except for days on which banks in Volusia County, Florida are closed for business. If the final date of any period which is set out any section of this Agreement falls upon a day which is not a business day, then, and in such event, the time of such period will be extended to the next business day.

Section 7.16 Further Assurances. From the date hereof, Seller and Buyer each agrees to do such things, perform such acts and make, execute, acknowledge and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. In particular, Seller and Buyer each agrees to do such things as may be reasonably necessary with respect to the transfer of the Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under proper authority and effective and binding as of the date first set above.

BUYER:

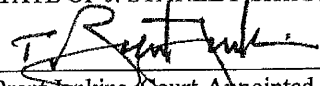
CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: 
Josiah Cox (Aug 13, 2021 09:59 CDT)

Josiah M. Cox, President

SELLER:

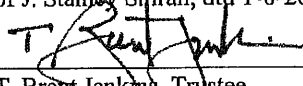
THE ESTATE OF J. STANLEY SHIRAH

By: 

T. Brent Jenkins, Court-Appointed Personal
Representative of the Estate of J. Stanley Shirah

TYMBER CREEK UTILITIES, INCORPORATED, a Florida
corporation

By: The Fifth Restatement of the Revocable Trust Agreement
of J. Stanley Shirah, dtd 1-8-2020, sole shareholder

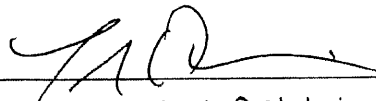
By: 

T. Brent Jenkins, Trustee

RECEIPT OF EARNEST MONEY

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and, the Earnest Money provided herein and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money.

Trow & Dobbins, P.A.
Name of Title Company

By: 

Name: Thomas J. Dobbins

Title: President

Date: 11/1/2021

EXHIBIT A

Description of the Immovable Property

(The legal description(s) of the Land, Improvements thereon, Easements, & Rights of Way shall be determined by survey and title commitments, which shall be inserted prior to the Closing).

The following described lots, tracts or parcels of land, lying, being and situate in the County of Volusia, State of Florida:

All interests in land used or useful in operation of the Sewer and Water System that services the area set forth on EXHIBIT C, including but not limited to easements, rights of way and permits, and including the real property described in a title commitment issued as Commitment File No. 1174377-A5, issued by Trow & Dobbins, P.A., as agent for Old Republic National Title Insurance Company.

EXHIBIT B

Description of the Movable Property

(tools, devices, equipment, furniture, fixtures, machinery, supplies, and other tangible items)

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on EXHIBIT C, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System; AND All personal property comprising the Water System that services the area set forth on EXHIBIT C, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the Water System, and all machinery, equipment, supplies and other tangible items used in connection with the Water System.

EXHIBIT C

Service Area Map

(area in which the System service lines, plant, pipes, manholes, meters, lift or pump stations and appurtenances, utility facilities, etc. are located)

See Service Area Map & Legal Description, attached.

EXHIBIT D
[Purchase Price Allocation]

[TO BE INSERTED PRIOR TO CLOSING]

Real Property: \$ _____

Personal Property: \$ _____

Estate of J. Stanley Shirah: \$ _____

Tymber Creek Utilities, Incorporated: \$ _____

EXHIBIT E
[Environmental Non-Compliance]

NONE

EXHIBIT F
[List of Permits and Non-Compliance with Permits]

NONE

EXHIBIT G
[Off-site Hazardous Materials Locations]

NONE

EXHIBIT H

[Reports, Studies, Audits, Records, Data, Site Assessment, Economic Models, etc.]

NONE

EXHIBIT I
[Order Appointing Personal Representative of Estate of J. Stanley Shirah]

See Attached.

IN THE CIRCUIT COURT FOR VOLUSIA COUNTY, FLORIDA
PROBATE DIVISION
IN RE: ESTATE OF

J. Stanley Shirah
a/k/a Joseph Stanley Shirah,

File No. 2020-11959-PRDL
Division: 10

Deceased.

ORDER ADMITTING WILL TO PROBATE
AND APPOINTING PERSONAL REPRESENTATIVE
(self-proved)

The instrument presented to this court as the last will of **J. Stanley Shirah**, deceased, having been executed in conformity with law, and made self-proved by the acknowledgment of the decedent and the affidavits of the witnesses, made before an officer authorized to administer oaths and evidenced by the officer's certificate attached to or following the will in the form required by law, and no objection having been made to its probate, and the court finding that decedent died on **August 10, 2020**, and that **T. Brent Jenkins** is entitled and qualified to be personal representative, it is

ADJUDGED that the will dated **January 8, 2020**, and attested by **T. Brent Jenkins** and **Amber L. Young** as subscribing and attesting witnesses, is admitted to probate according to law as the last will of the decedent, and it is further

ADJUDGED that **T. Brent Jenkins** is appointed personal representative of the estate of the decedent, and that upon taking the prescribed oath, filing the designation and acceptance of resident agent, and filing bond in the sum of \$ -0- , letters of administration shall be issued.

ORDERED in chambers at DeLand, Volusia County, Florida

9/2/2020 11:21 AM 2020 11959
Margaret W. Hudson
PRDL

e-Signed 9/2/2020 11:21 AM 2020 11959 PRDL
Margaret W. Hudson
Circuit Judge

IN THE CIRCUIT COURT FOR VOLUSIA COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File No. 2020-11959-PRDL

Division: 10

J. Stanley Shirah
a/k/a Joseph Stanley Shirah,
\
Deceased.

Deceased.

LETTERS OF ADMINISTRATION
(single personal representative)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, **J. Stanley Shirah**, a resident of Ormond Beach, Volusia County, Florida, died on **August 10, 2020**, owning assets in the State of Florida, and

WHEREAS, **T. Brent Jenkins** has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare **T. Brent Jenkins** duly qualified under the laws of the State of Florida to act as personal representative of the estate of **J. Stanley Shirah**, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED in chambers at DeLand, Volusia County, Florida

9/2/2020 11:21 AM 2020 11959
Margaret W. Hudson
PRDL

e-Signed 9/2/2020 11:21 AM 2020 11959 PRDL

Margaret W. Hudson
Circuit Judge

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This First Amendment to Purchase and Sale Agreement (“**Amendment**”) is made and entered into this 9th day of January, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation (“**Buyer**”), and the ESTATE OF J. STANLEY SHIRAH, by and through the court-appointed personal representative of the Estate, T. BRENT JENKINS, acting under an order appointing him personal representative in case number PROBATE CASE # 2020-1 1959-PROL and TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation qualified and registered to transact business in the State of Florida (together, “**Seller**”), collectively (the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement, dated August 12, 2021, in respect to the sale and purchase of that certain water and sewer system in Volusia County, Florida (the “**Agreement**”);

WHEREAS, by entering into this Amendment, the Parties desire to amend and modify the Agreement to extend the Feasibility Period sixty (60) days, from January 9, 2022, to March 10, 2022;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Section 2.04, Paragraph (a) of the Agreement shall be deleted and replaced in its entirety with the following:

Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct necessary and appropriate soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer reasonably deems necessary or appropriate to determine the feasibility of the Property for Buyer’s intended use (the “*Feasibility Study*”), for a period that shall conclude on March 10, 2022 (the “*Feasibility Period*”). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

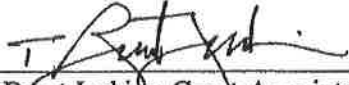
2. The remaining terms of the Agreement shall remain unchanged, and shall remain in full force and effect except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control.

3. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

THE ESTATE OF J. STANLEY SHIRAH

By: 
T. Brent Jenkins, Court-Appointed
Personal Representative of the Estate of
J. Stanley Shirah

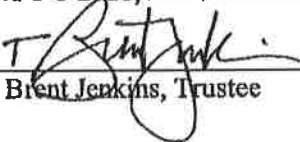
BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: 
Josiah M. Cox (Feb 16, 2022 09:50 EST)
Josiah M. Cox, President

TYMBER CREEK UTILITIES,
INCORPORATED, a Florida corporation

By: The Fifth Restatement of the Revocable
Trust Agreement of J. Stanley Shirah,
dtd 1-8-2020, sole shareholder

By: 
T. Brent Jenkins, Trustee

**SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Second Amendment to Purchase and Sale Agreement (“**Second Amendment**”) is made and entered into this 9th day of March, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation (“**Buyer**”), and the ESTATE OF J. STANLEY SHIRAH, by and through the court-appointed personal representative of the Estate, T. BRENT JENKINS, acting under an order appointing him personal representative in case number PROBATE CASE # 2020-1 1959-PROL and TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation qualified and registered to transact business in the State of Florida (together, “**Seller**”), collectively (the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement, dated August 12, 2021, as amended, in respect to the sale and purchase of that certain water and sewer system in Volusia County, Florida (the “**Agreement**”);

WHEREAS, by entering into this Second Amendment, the Parties desire to amend and modify the Agreement to extend the Feasibility Period forty-two (42) days, from March 10, 2022 to April 21, 2022;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Section 2.04, Paragraph (a) of the Agreement shall be deleted and replaced in its entirety with the following:

Seller shall allow Buyer and its agents, employees, contractors, and consultants access to the Property to conduct necessary and appropriate soil and engineering tests, inspections of equipment, personal property, lines and other components of the System and to conduct any other tests Buyer reasonably deems necessary or appropriate to determine the feasibility of the Property for Buyer’s intended use (the “*Feasibility Study*”), for a period that shall conclude on April 21, 2022 (the “*Feasibility Period*”). Buyer shall bear all costs and expenses of its investigation and restore the Property to its condition prior to such investigation, ordinary wear and tear excepted.

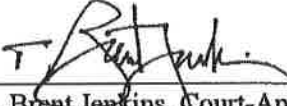
2. The remaining terms of the Agreement shall remain unchanged, and shall remain in full force and effect except as provided herein. If any provision of this Second Amendment conflicts with the Agreement, the provisions of this Second Amendment shall control.

3. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this Second Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

THE ESTATE OF J. STANLEY SHIRAH

By: 
T. Brent Jenkins, Court-Appointed
Personal Representative of the Estate of
J. Stanley Shirah

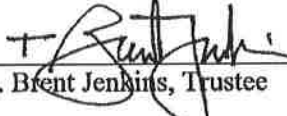
BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: 
Josiah Cox (Mar 16, 2022 07:54 EST)
Josiah M. Cox, President

TYMBER CREEK UTILITIES,
INCORPORATED, a Florida corporation

By: The Fifth Restatement of the Revocable
Trust Agreement of J. Stanley Shirah,
dtd 1-8-2020, sole shareholder

By: 
T. Brent Jenkins, Trustee

**THIRD AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

This Third Amendment to Purchase and Sale Agreement (“**Third Amendment**”) is made and entered into this 22nd day of May, 2024, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation (“**Buyer**”), and the ESTATE OF J. STANLEY SHIRAH, by and through the court-appointed personal representative of the Estate, T. BRENT JENKINS, acting under an order appointing him personal representative in case number PROBATE CASE # 2020-1 1959-PROL and TYMBER CREEK UTILITIES, INCORPORATED, a Florida corporation qualified and registered to transact business in the State of Florida (together, “**Seller**”), collectively (the “**Parties**”).

RECITALS

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement, dated August 12, 2021, as amended, in respect to the sale and purchase of that certain water and sewer system in Volusia County, Florida (the “**Agreement**”);

WHEREAS, by entering into this Third Amendment, the Parties desire to amend and modify the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. The following portion of Section 4.01 of the Agreement shall be amended as follows:

Subject to the terms and conditions of this Agreement, the Closing of the purchase and sale of the Property pursuant to this Agreement (the “*Closing*”) shall take place on May 28, 2024.

2. Section 1.02(a) shall be amended as follows:

(a) The purchase price (the “Purchase Price”) for the Property shall be **One Million and 00/100 Dollars (\$1,000,000.00)**. The reasonable allocation of the Purchase Price between the categories in Sections 1.01(a) and 1.01(b) of the Property and as between the Estate and Tymber Creek, Incorporated shall be set forth in EXHIBIT D prior to the Closing. *In addition to the Purchase Price, Buyer agrees to reimburse Seller at Closing for the cost of Seller’s attorney’s fees in the total amount of Five Thousand Dollars (\$5,000.00).*


3. The remaining terms of the Agreement shall remain unchanged, and shall remain in full force and effect except as provided herein. If any provision of this Third Amendment conflicts with the Agreement, the provisions of this Third Amendment shall control.

4. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this Third Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

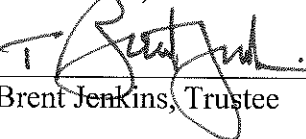
SELLER:

THE ESTATE OF J. STANLEY SHIRAH

By: 
T. Brent Jenkins, Court-Appointed
Personal Representative of the Estate of
J. Stanley Shirah

TYMBER CREEK UTILITIES,
INCORPORATED, a Florida corporation

By: The Fifth Restatement of the Revocable
Trust Agreement of J. Stanley Shirah,
dtd 1-8-2020, sole shareholder

By: 
T. Brent Jenkins, Trustee

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: _____
Josiah M. Cox, President

4. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this Third Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

IN WITNESS WHEREOF, the Parties have duly executed this Third Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

THE ESTATE OF J. STANLEY SHIRAH

By: _____
T. Brent Jenkins, Court-Appointed
Personal Representative of the Estate of
J. Stanley Shirah

TYMBER CREEK UTILITIES,
INCORPORATED, a Florida corporation

By: The Fifth Restatement of the Revocable
Trust Agreement of J. Stanley Shirah,
dtd 1-8-2020, sole shareholder

By: _____
T. Brent Jenkins, Trustee

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By:  _____
Josiah Cox (11/13/22, 2024 12:23 CDT)
Josiah M. Cox, President