

21-00055

JOINT REPRESENTATION CONFLICT WAIVER

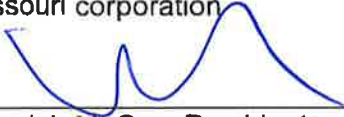
This Joint Representation Conflict Waiver ("Waiver") is made and entered into, by and between **CENTRAL STATES WATER RESOURCES, INC.**, and **SHILOH FALLS CORPORATION** (collectively "Clients"). Clients have asked **FARRIS BOBANGO PLC** to jointly represent them in connection with Purchase and Sale of the utility system located in Hardin County, Tennessee (the "Matter"). Given that neither they nor we have as of yet detected a basis for a conflict, we would be pleased to agree to do so subject to the following understandings. Although the interests of each of you in this Matter are generally consistent, you each acknowledge that you recognize and understand that differences may exist or become evident during the course of our representation. Notwithstanding these possibilities, each of you have determined that it is in your individual and mutual interests to have a single law firm represent you jointly in connection with this Matter. It is possible that a circumstance could arise whereby our continuing with our representation could not occur without it adversely affecting one of you. Should this happen, we will be forced to terminate our representation of you all and it will be necessary for each of you to hire your own independent lawyers. In light of this possibility, we would recommend that you seek independent legal advice to determine whether consent to joint representation should be given. Whether or not you do so, however, is up to you. Accordingly, this confirms your agreement to have us represent you jointly in connection with the above-described Matter. This will also confirm that you have each agreed to waive any conflict of interest arising out of, and that you will not object to, our representation of each of you in the Matter described herein. Therefore, you hereby state that you prefer that **FARRIS BOBANGO PLC** jointly represent you in this Matter and that you refuse to exercise your right to hire independent lawyers.

Finally, none of you should assume that anything you say to us will be held in confidence from the others as we will have a legal and ethical duty to tell the others anything that one of you tells us in confidence; but only if it has any relevancy at all to the legal issues at hand. In fact, failure to reveal such information to the other would be a violation of the joint attorney-client relationship. In other words, your conversations with us are not privileged as between the three of you. If you want independent advice or wish to be able to discuss matters in complete privacy, you all will need separate counsel. If you agree that the foregoing accurately reflects your understanding, please sign and return the enclosed copy of this Waiver.

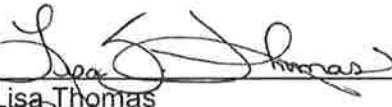
This Waiver may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

CENTRAL STATES WATER RESOURCES, INC.,
a Missouri corporation

By: 
Josiah M. Cox, President
Date: _____

SHILOH FALLS CORPORATION
a Tennessee corporation

By: 
Lisa Thomas
Title: PRESIDENT
Date: JUNE 28, 2021