



Filing Receipt

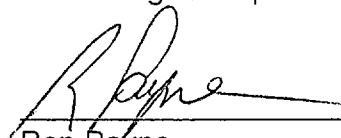
Received - 2022-05-17 01:19:18 PM
Control Number - 51999
ItemNumber - 34

STATE OF TEXAS

COUNTY OF MONTGOMERY

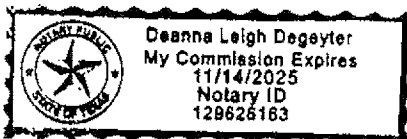
BUYER'S AFFIDAVIT OF CLOSING

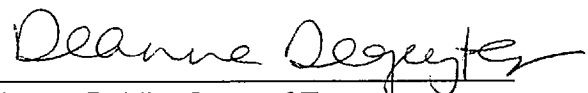
I, Ron Payne, certify that I am the General Manager of T&W Water Service Company the purchaser of certain assets of Belle Oaks Water and Sewer Co., Inc. through a Water Code §13.301 sale as more specifically described in the §13.301 application for same assigned Public Utility Commission of Texas ("PUC") Docket No. 51999. The sale and transfer of the utility assets closed on May 2, 2022. Management and control of the utility systems transferred on May 2, 2022. Both events occurred after receipt of the November 19, 2021 Order No. 9 Approving Sale and Transfer to Proceed issued by the PUC in Docket No. 51999 authorizing the parties to close this transaction.



Ron Payne
General Manager
T&W Water Service Company

SWORN AND SUBSCRIBED TO under oath by Ron Payne, General Manager of Buyer, T&W Water Service Company before the undersigned notary public in witness of which I place my hand and seal on May 16, 2022.





Notary Public, State of Texas
Print Name: Deanna Degeyer
Commission expires: 11/14/2025

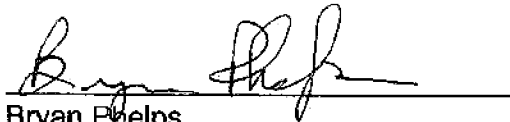
STATE OF TEXAS

COUNTY OF JEFFERSON

SELLER'S AFFIDAVIT OF CLOSING

I, Bryan Phelps, certify that I am the president of Belle Oaks Water and Sewer Co., Inc. whose certain assets are being sold to T&W Water Service Company through a Water Code §13.301 sale as more specifically described in the §13.301 application for same assigned Public Utility Commission of Texas ("PUC") Docket No. 51999. The sale and transfer of the utility assets closed on May 2, 2022. Management and control of the utility system transferred on May, 2, 2022. Both events occurred after receipt of the November 19, 2021 Order No. 9 Approving Sale and Transfer to Proceed issued by the PUC in Docket No. 51999 authorizing the parties to close this transaction.

Belle Oaks Water and Sewer Co., Inc. consents to the transfer of the Certificate of Convenience and Necessity ("CCN") that is the subject of this application to T&W Water Service Company.

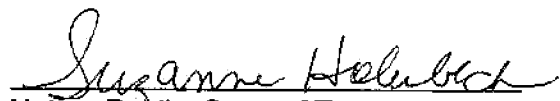
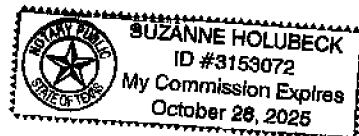


Bryan Phelps

President

Belle Oaks Water and Sewer Co., Inc.

SWORN AND SUBSCRIBED TO under oath by Bryan Phelps, President of Seller, Belle Oaks Water and Sewer Co., Inc. before the undersigned notary public in witness of which I place my hand and seal on May 16 2022.


Notary Public, State of Texas

Print Name: Suzanne Holubeck

Commission expires: 10-26-2025



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Laurie Leister

2022 May 05 09:10 AM Fee: \$ 42.00

2022015703

LAURIE LEISTER, COUNTY CLERK
JEFFERSON COUNTY TEXAS

GF Number: 32747-MM

Electronically Recorded

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CORRECTION WARRANTY DEED

DATE:

May 2, 2022

GRANTOR:

Belle Oaks Water and Sewer Co., Inc., a Texas corporation

GRANTOR'S ADDRESS:

8385 Chemical Road
Beaumont, Texas 77705

GRANTEE:

T&W Water Service Company, a Texas corporation

GRANTEE'S ADDRESS:

P.O. Box 2927
Conroe, Texas 77305

CONSIDERATION:

TEN DOLLARS (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor.

REAL PROPERTY

(INCLUDING ANY IMPROVEMENTS)

[THE "PROPERTY" HEREIN]:

That certain real property being more particularly described in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM & EXCEPTIONS
TO CONVEYANCE & WARRANTY:

This conveyance is made and accepted subject only to those matters listed on Exhibit "B" attached hereto, but only to the extent those matters are applicable to the Property.

AD VALOREM TAXES:

Ad valorem taxes for the Property for the current year having been prorated between Grantor and Grantee, payment thereof is assumed by Grantee.

CONVEYANCE:

Grantor, for the consideration and subject to the Reservations From and Exceptions to Conveyance and Warranty set forth above, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, TO HAVE AND HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty set forth above.

Correction:

This deed is made as a correction deed in substitution of the deed titled "Warranty Deed" (the "Corrected Deed") dated May 2, 2022 and recorded under instrument No.: 2022015302 in the Official Public Records of Jefferson County, Texas to correct the incorrect information: Grantor's name in the signature box and the notary acknowledgment was incorrect. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed and the effective date of this deed relates back to the effective date of the Corrected Deed.

TERMS:

When the context requires, singular nouns and pronouns include the plural; and masculine forms include the feminine.

GRANTOR:

Belle Oaks Water and Sewer Co., Inc.,
A Texas corporation

By: Bryan Phelps
Name: Bryan Phelps
Title: President

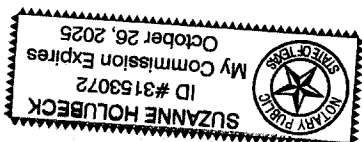
NOTARY ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Jefferson

This instrument was acknowledged before me on May 2, 2022,
by Bryan Phelps, President of Belle Oaks Water and Sewer Co., Inc., a
Texas corporation, on behalf of said corporation.



Suzanne Holubec
Notary Public in and for the State of Texas

After Recording, Please Return to:

T&W Water Service Company, a Texas corporation

P.O. Box 2927

Conroe, Texas 77305

EXHIBIT "A"

Tract I: Fee Simple:

Reserve "B" in Block Number One (1) of THE COVE AT TAYLOR LANDING , a Subdivision in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record under County Clerk's File No. 2016037036

Tract II: Easement Estate:

A forty (40) foot Right-of-Way over and across Reserve "A", Block Number One (1) of THE COVE AT TAYLOR LANDING Subdivision in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record under County Clerk's File No. 2016037036

EXHIBIT "B"
Permitted Exceptions

- a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- b. Mineral interest set forth in Deed executed by J.J. Herbert, Jr., et al, recorded in Vol. 939, Page 337, Vol. 939, Page 341, and Vol. 939, Page 354, all in the Deed Records of Jefferson County, Texas; and being subject to all the terms, conditions and stipulations contained therein. Title to said interest not checked subsequent to date of aforesaid instrument.
- c. Mineral interest set forth in Deed of Gift executed by J. E. Broussard, Jr. recorded in Vol. 2259, Page 144 Deed Records of Jefferson County, Texas; and being subject to all the terms, conditions and stipulations contained therein. Title to said interest not checked subsequent to date of aforesaid instrument.
- d. Oil, Gas and Mineral Lease executed in favor of Gulf Oil Corporation recorded 12-24-1980 in Vol. 2284, page 287 Deed Records of Jefferson County, Texas; and being subject to all the terms, conditions and stipulations contained therein. Title to said interest not checked subsequent to date of aforesaid instrument.
- e. Private streets as shown on map recorded under County Clerk's File No. 2016037036, Official Public Records of Jefferson County, Texas.
- f. A ten (10) foot utility easement along the front as shown on map recorded under County Clerk's File No. 2016037036, Official Public Records of Jefferson County, Texas. (Tract II)
- g. A twenty (20) foot building setback line along the front as shown on map recorded under County Clerk's File No. 2016037036, Official Public Records of Jefferson County, Texas. (Tract II)
- h. Restrictions and easements as set forth in Declaration of Covenants, Conditions and Restrictions recorded under County Clerk's File No. 2005009647; as Amended under County Clerk's File No. 2007014169; as Amended under County Clerk's File No. 2012015148; as Amended under County Clerk's File No. 2017020518; as Amended (First Supplement) under County Clerk's File No. 2018002577; as Amended under County Clerk's File No. 2019000132; and as Amended (Second Supplement) under County Clerk's File No. 2019002794, all in the Official Public Records of Jefferson County, Texas.
- i. Belle Oaks Water & Sewer Co. Inc. Water Service Area Notice as set forth under County Clerk's File Nos. 2007002450 and 2007002451 Official Public Records of Jefferson County, Texas.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the “**Agreement**”), effective as of May 2, 2022 (the “**Effective Date**”), is by and between Belle Oaks Water and Sewer Co., Inc., a Texas corporation (“**Seller**”), and between T&W Water Service Company, a Texas corporation (“**Buyer**”).

Sellers and Buyer are parties to the Asset Purchase Agreement, dated as of December 28, 2020 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of each Seller’s duties and obligations under, the Permits and the Assigned Contracts (as defined in the Purchase Agreement). The parties therefore agree as follows:

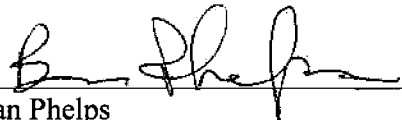
1. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined in this Agreement are given the meanings set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller’s right, title and interest in and to the Permits and the Assigned Contracts. Buyer hereby accepts that assignment and assumes all of Seller’s duties and obligations under the Permits and the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Permits and the Assigned Contracts accruing on and after the Effective Date.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Permits and the Assigned Contracts are incorporated into this Agreement by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded by this Agreement but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).
5. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signature page follows.)

The parties have executed this Agreement to be effective as of the date first above written.

Seller:

Belle Oaks Water and Sewer Co., Inc.

By: 
Bryan Phelps
President

Buyer:

T&W Water Service Company

By: 

Justin Palfreyman
President

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For United States tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a United States real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform T&W Water Service Company ("Transferee") that withholding of tax is not required upon the disposition of a United States real property interest by Belle Oaks Water and Sewer Co., Inc. ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

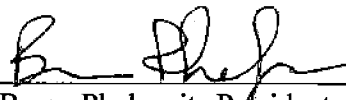
1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(iii) of the Treasury Regulations promulgated under the Internal Revenue Code.
3. Transferor's United States employer identification number is 51-0483476; and
4. Transferor's office address is: Belle Oaks Water and Sewer Co., Inc., 8385 Chemical Road, Beaumont, Texas 77705.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by one or more Transferees and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: May 2, 2022.

**BELLE OAKS WATER AND SEWER CO.,
INC., a Texas corporation**


By Bryan Phelps, its President


**Belle Oaks Water and Sewer Co., Inc.
Power of Attorney**

This Power of Attorney is executed and delivered as of May 2, 2022 by Belle Oaks Water and Sewer Co., Inc. a Texas corporation ("**Seller**"), pursuant to Section 5(i) of the Asset Purchase Agreement, dated as of December 28, 2020 (the "**Agreement**"), between T&W Water Service Company, a Texas corporation ("**Buyer**") and Seller. Capitalized terms used and not otherwise defined in this power of attorney have the meanings ascribed to them in the Agreement.

1. Upon the Closing, Seller hereby irrevocably constitutes and appoints Buyer, Seller's true and lawful attorney-in-fact to take any action and execute any instruments which the Buyer may deem necessary or advisable (without notice to or assent by Seller, to the extent permitted by applicable Law) to demand and receive Accounts Receivable included in the Assets, endorse checks on account of the Assets which may still be in the name of Seller, and pursue any Actions, warranties and other rights included in the Assets.
2. Buyer may do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as Seller might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
3. This power of attorney is irrevocable and coupled with an interest.

The undersigned have signed and delivered this power of attorney on behalf of Seller as of the date set forth above.

BELLE OAKS WATER AND SEWER CO., INC.

By: 
Bryan Phelps, President

Bill of Sale

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Belle Oaks Water and Sewer Co., Inc., a Texas corporation ("**Seller**"), hereby grants, bargains, transfers, sells, assigns, conveys and delivers to T&W Water Service Company, a Texas corporation ("**Buyer**"), all of its right, title and interest in and to the Tangible Personal Property, as that term is defined in the Asset Purchase Agreement, dated as of December 28, 2020 (the "**Purchase Agreement**"), by and between Buyer and Seller to have and to hold the same unto Buyer, its successors and assigns, forever.

Seller has duly executed this Bill of Sale as of May 2, 2022.

Belle Oaks Water and Sewer Co., Inc.

By: _____

Bryan Phelps
President

SELLERS CLOSING CERTIFICATE

The undersigned, Bryan Phelps, acting on behalf of Belle Oaks Water and Sewer Co., Inc., a Texas corporation ("**Seller**"), as President, and as Owner of Seller, hereby certifies pursuant to Section 5(e) of the Asset Purchase Agreement, dated as of December 28, 2022 (the "**Agreement**"), between Seller and T&W Water Service Company, a Texas corporation ("**Buyer**"), that:

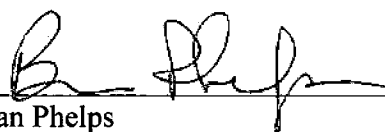
- (a) The representations and warranties of Seller contained in the Agreement are true and complete in all respects on and as of the Signing Date and on and as of the Closing Date with the same effect as though made at and as of those dates.
- (b) Seller has complied with the covenants required by the Agreement to be complied with by it before or on the Closing Date.
- (c) Since the Signing Date, there has not occurred any material adverse effect on the Business.

Capitalized terms used and not otherwise defined in this closing certificate have the meanings ascribed to them in the Agreement.

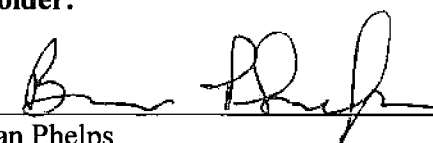
The undersigned has signed and delivered this closing certificate on behalf of Seller as of May 2, 2022.

Execution

BELLE OAKS WATER AND SEWER CO., INC.

By: 
Bryan Phelps
President

Shareholder:

By: 
Bryan Phelps
Owner