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SCHEDULE 4.12
Closing Agreement

**CLOSING AGREEMENT BETWEEN JEFFREY MAHAN D/B/A SOUTHWEST
ENVIRONMENTAL RESOURCES**
and
MANVEL TERRACE UTILITIES, INC.

THIS CLOSING AGREEMENT executed effective as of May 5th, 2022, is by and between Jeffrey Mahan d/b/a Southwest Environmental Resources (“Seller”), and Manvel Terrace utilities, Inc., a Texas Corporation (“Purchaser”). The Purchaser and Seller are referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms not defined in this Closing Agreement shall have the same definitions set forth in the Asset Purchase Agreement.

RECITALS

WHEREAS, Purchaser and Seller entered into that Asset Purchase Agreement dated June 24th, 2021, (the “Asset Purchase Agreement”), under which Purchaser agreed to purchase from Seller, and Seller agreed to sell to Purchaser, all of Seller’s water distribution system assets and associated real and personal property utilized by Seller in the operation of Seller’s potable water supply system in Fort Bend County, Texas, better known as the Southwest Environmental Resources public water supply system, identified with the Public Utility Commission of Texas under its Certificate of Convenience and Necessity (“CCN”) number 11648 and Public Water System number 0790144, (all together, the “Water System”); and

WHEREAS, all of the conditions, representations, and warranties of the Asset Purchase Agreement have been met, and the Parties wish to commemorate the Closing of the purchase and sale of the Water System.

NOW, THEREFORE, in consideration of the above premises and the respective representations, warranties, agreements and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All the transactions contemplated by the Asset Purchase Agreement have been completed and funded.
2. Seller certifies, represents and warrants to Purchaser as of the date hereof, that each and every one of Seller’s representations and warranties contained in Asset Purchase Agreement are and continue to be true and correct on the date hereof.
3. Seller certifies, represents and warrants to Purchaser that in accordance with Section 4.12 of the Asset Purchase Agreement, as of the date of Closing, and the effective date of this Closing Agreement, Seller has refunded all customer deposits, improperly collected passthrough charges, and any and all other monies owed the Water System customers by Seller,

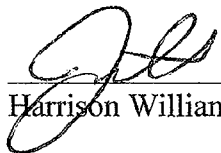
including interest accrued to the benefit of those customers if applicable. Accordingly, Seller shall be bound by its indemnification obligations set forth in Section 2.3 of the Asset Purchase Agreement for failure to comply with its obligation described in this paragraph.

4. Seller hereby consents to the transfer of the Water System assets to Purchaser according to the terms of the Asset Purchase Agreement.

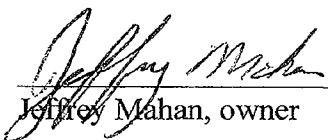
The Parties understand and accept that this consent will serve to authorize the Executive Director of the PUCT to take action upon receipt of Purchaser's signed consent form alone and that Seller is relying on Purchaser to provide the final consent on the transfer of the Water System and corresponding amendment to Purchaser's Certificate of Convenience and Necessity in accordance with Title 16, Chapter 24, Subchapter G, of the Texas Administrative Code.

IN WITNESS WHEREOF, the undersigned have executed this Closing Agreement effective as of the date first written above.

PURCHASER: Manvel Terrace Utilities, a Texas Corporation

By:  _____
Harrison Williams, President

SELLER: Jeffrey Mahan d/b/a Southwest Environmental Resources, a Texas sole proprietorship

By:  _____
Jeffrey Mahan, owner