



Filing Receipt

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SP UTILITY CO
PO BOX 690521
HOUSTON, TX 77269
832-534-8545

October 7th , 2024

PUBLIC UTILITY COMMISSION
CENTRAL RECORDS
P.O. BOX 13326 AUSTIN, TX 78711-3326

RE: DOCKET NO. 55336 APPLICATION OF SP UTILITY COMPANY, INC. AND ALBURY
MANOR UTILITY COMPANY, INC. FOR SALE, TRANSFER, OR MERGER OF FACILITIES
AND CERTIFICATE RIGHTS IN HARRIS COUNTY

Please see attached closing agreement regarding Order #12 Approving sale and
Transaction to proceed. No customer deposits were held by Albury Manor
company, Inc.

Harrison Williams
SP Utility

Closing Agreement

CLOSING AGREEMENT between ALBURY MANOR UTILITY COMPANY, INC. and SP UTILITY CO., INC.

THIS CLOSING AGREEMENT executed effective as of September 10, 2024, is by and between Albury Manor Utility Company, Inc. ("Seller"), and SP UTILITY CO., 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 April 13, 2023, (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 Harris County, Texas, better known as the Albury Manor Utility Company, Inc. public water supply system, identified with the Public Utility Commission of Texas under its Certificate of Convenience and Necessity ("CCN") number 11507 and Public Water System number 1012052, (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 to Purchaser as of the date hereof, that each and every one of Seller's representations contained in Asset Purchase Agreement are and continue to be true and correct on the date hereof.
3. Seller certifies, represents 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,

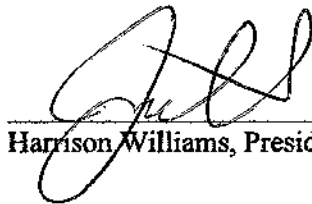
4. Seller hereby consents to the transfer of the Water System assets to Purchaser according to the terms of the Asset Purchase Agreement.

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.

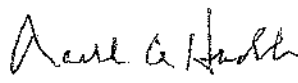
PURCHASER: SP UTILITY CO., INC., a Texas Corporation

By:


Harrison Williams, President

SELLER: Albury Manor Utility Company, Inc.

By:


Randal Hendricks, President