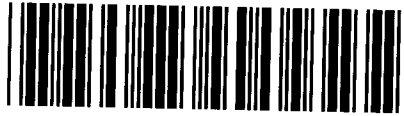


Control Number: 42959



Item Number: 27

Addendum StartPage: 0

**BILL OF SALE
OF THE REAL AND PERSONAL PROPERTY
CONSTITUTING THE T&A WATER AND
VLS, INC. WATER SYSTEMS**

2015 OCT -2 PM 1:44
FILED CLERK

DATE: SEPTEMBER 2, 2015

Seller: Aqua Utilities, Inc. d/b/a Aqua Texas, Inc., a Texas corporation

Seller's Mailing Address (including county):

Attn: Robert Laughman
Aqua Utilities, Inc. d/b/a Aqua Texas, Inc.
1106 Clayton Lane, Suite 400W
Austin, Travis County, Texas 78723

Buyer: Aqua Texas, Inc., a Texas corporation

Buyer's Mailing Address (including county):

Attn: Robert Laughman
Aqua Texas, Inc.
1106 Clayton Lane, Suite 400W
Austin, Travis County, Texas 78723

Consideration:

Cash and other good and valuable consideration.

Transferred Properties:

All of Seller's interest in all of the real and personal property owned and/or controlled by Seller in McLennan County, Texas, which is in any way associated with the operation and/or ownership of the T&A Water and VLS Water Systems, whether held in fee simple, by easement, lease or otherwise, and which is in any way related to the provision of retail potable water service to customers of T&A Water and VLS Water Systems within Certificate of Convenience and Necessity No. 11157 including but not limited to the following:

1. All the land, buildings, pipes, pipelines, water mains, wells, pumping stations, storage tanks, standpipes, fire hydrants, structures, improvements, fixtures, rights of way, rights, uses, licenses, and easements owned by Seller or in which Seller has an interest, and all hereditaments, tenements, and appurtenances belonging or appertaining thereto, including but not limited to, all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property;
2. All machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property related to the T&A Water and VLS Water Systems owned by Seller or in which Seller has any interest;
3. All supplies and inventories related to the T&A Water and VLS Water Systems;
4. All rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, surface water right, surface water permit, groundwater right, groundwater permit, groundwater conservation district right, groundwater conservation district permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating in any way to the T&A Water and VLS Water Systems, including but not limited to a) Certificate of

Convenience and Necessity No. 11157; b) all active and inactive water accounts; c) all agreements with third parties regarding the provision of retail or wholesale water;

5. All rights and choses in action of Seller relating to the T&A Water and VLS Water Systems arising out of occurrences before and/or after the date of this conveyance, including but not limited to those associated with adverse possession and ownership of the real and personal property of the T&A Water and VLS Water Systems;
6. All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists and property records in any way related to the T&A Water and VLS Water Systems and/or Certificate of Convenience No. 11157; and
7. All of Seller's interest in all of the personal property owned and/or controlled by Seller associated with the operation and/or ownership of T&A Water and VLS Water Systems, including without limitation Seller's interests in any customer records, business records, applications for licenses, permits or other related governmental authorizations, all business goodwill (including the right to do business under the names T&A Water and VLS Water System).

PROVIDED, HOWEVER, that the Parties expressly agree that the transferred properties do not include the following:

- 1) Any and all customer water service lines that run from the curb line (or edge of road) to each individual residences, commercial or industrial structures served by the Assets;
- 2) All piping and fixtures internal to each of the individual customer's structure; and

Warranties and Representations:

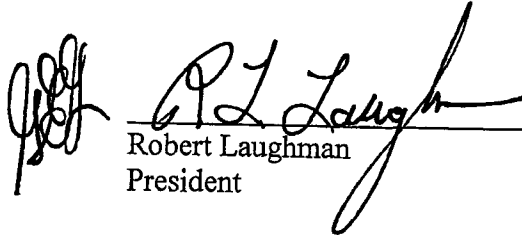
1. Seller expressly agrees and acknowledges that except as otherwise expressly stated in this Bill of Sale, all of the Representations and Warranties given and made by Seller as "Seller" in the Purchase Contract remain true and correct as of the effective date of this Bill of Sale.

2. Buyer expressly agrees and acknowledges that except as otherwise expressly stated in this Bill of Sale, all of the Representations and Warranties given and made by Grantee as "Buyer" in the Purchase Contract remain true and correct as of the effective date of this Bill of Sale for a period of two calendar years.

Seller, for the Consideration recited above, hereby, sells, transfers, and delivers the Transferred Properties to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Transferred Properties to Buyer and Buyer's employees, agents, representatives, successors, and assigns forever. Seller binds Seller and Seller's heirs and successors to warrant and forever defend all and singular the title to the Transferred Properties to Buyer and Buyer's employees, agents, representatives, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Seller, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Aqua Utilities, Inc., d/b/a Aqua Texas, Inc.

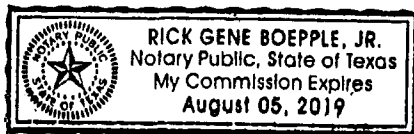

Robert Laughman
President

STATE OF TEXAS)

COUNTY OF Travis)

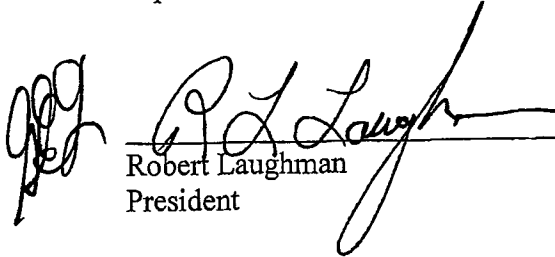
Before me, Rick Boepple, Jr., on this day personally appeared Robert Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of Aqua Utilities, Inc., d/b/a Aqua Texas, Inc., for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of September, 2015.




Notary Public, State of Texas

Aqua Texas, Inc.

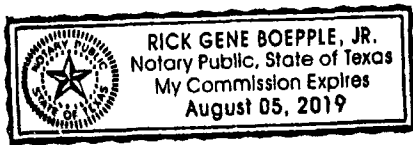

Robert Laughman
President

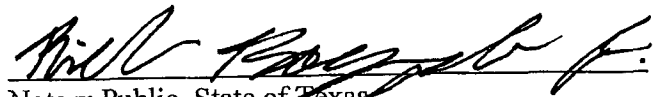
STATE OF TEXAS)

COUNTY OF Travis)

Before me, Rick Boepple, Jr., on this day personally appeared Robert Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of Aqua Texas, Inc., for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of September, 2015.




Notary Public, State of Texas

STATE OF TEXAS

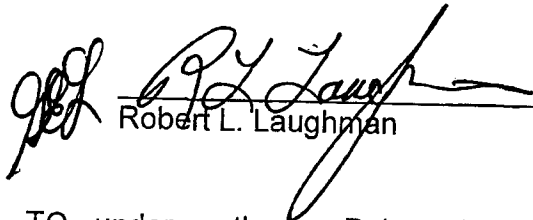
COUNTY OF TRAVIS

SELLER'S AFFIDAVIT OF CLOSING

I, Robert L. Laughman, certify that I am the President of Aqua Utilities, Inc. d/b/a Aqua Texas, Inc., the public water utility and owner of the T&A Water and VLS Water System Assets being sold to Aqua Texas, Inc. through a Water Code §13.301 sale. The sale and transfer of the utility and its assets closed on September 2, 2015. Management and control of the utility system transferred September 2, 2015, at 11:59 p.m. Central Daylight Savings Time. Both events occurred after receipt of the Public Utility Commission of Texas' Order Approving Sale/Transfer to Proceed authorizing the parties to close this transaction.

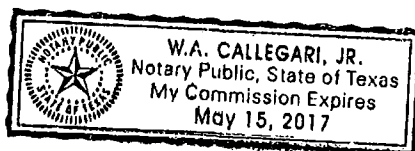
There were no customer deposits to be refunded prior to or immediately after closing.

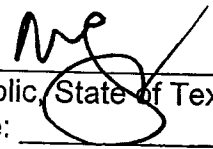
Aqua Utilities, Inc. d/b/a Aqua Texas, Inc. consents to the transfer of the Certificate of Convenience and Necessity ("CCN") that is the subject of this application to Aqua Texas, Inc. By affixing my authorized signature below, Aqua Utilities, Inc. d/b/a Aqua Texas, Inc. grants to Aqua Texas, Inc. an irrevocable power of attorney to undertake all actions necessary to effectuate the CCN transfer, including, but not limited to, executing all necessary consent documents on behalf of Aqua Utilities, Inc. d/b/a Aqua Texas, Inc.


Robert L. Laughman

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, individually and as President of Aqua Utilities, Inc. d/b/a Aqua Texas, Inc., before the undersigned notary public in witness of which I place my hand and seal on this September 2, 2015.

SEAL




Notary Public, State of Texas
Print name: _____

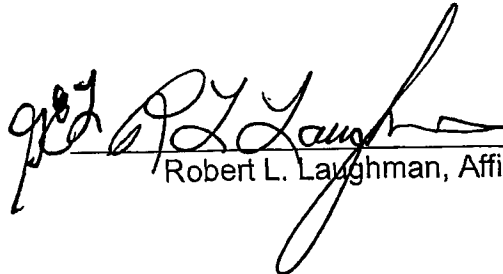
STATE OF TEXAS

COUNTY OF TRAVIS

BUYER'S AFFIDAVIT OF CLOSING

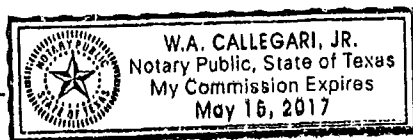
I, Robert L. Laughman, certify that I am president of Aqua Texas, Inc., the purchaser of the assets of the T&A Water and VLS Water Systems, through a Water Code §13.301 sale. The sale and transfer of the utility and its assets closed on September 2, 2015. Management and control of the utility system transferred on September 2, 2015 at 11:59 p.m. Both events occurred after receipt of the Public Utility Commission of Texas' Order Approving Sale/Transfer to Proceed authorizing the parties to close this transaction

There are no deposits to be refunded prior to closing.


Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert Laughman before the undersigned notary public in witness of which I place my hand and seal on September 2, 2015.

SEAL




Notary Public, State of Texas

Print name: _____