



Control Number: 44656



Item Number: 26

Addendum StartPage: 0

DOCKET NO. 44656

APPLICATION OF NI PACOLET
MILLIKEN UTILITIES, LLC TO
PURCHASE AND TRANSFER THE
STOCK OF NI AMERICA TEXAS, LLC §

PUBLIC UTILITY COMMISSION
OF TEXAS

2015 OCT 30 PM 1:07
FILING CLERK

TRANSACTION CLOSING DOCUMENTS

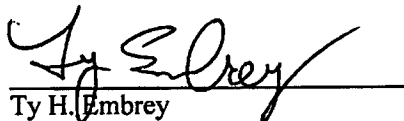
COME NOW Ni America Texas, LLC (Ni America Texas) and Ni Pacolet Milliken Utilities, LLC (Ni Pacolet) (collectively, Applicants), and file these Transaction Closing Documents in the above-styled Application.

On October 19, 2015, the Public Utility Commission of Texas (Commission) entered a Notice of Approval of the Application. On October 22, 2015, Ni Pacolet Milliken and Ni America Capital Management LLC finalized and closed the sale and transfer of stock in Ni America Texas to Ni Pacolet by executing a Final Assignment and Assumption Agreement, attached hereto as Exhibit A. Pursuant to 16 Tex. Admin. Code § 24.111(f) and Commission Staff's recommendation in Staff's Response to Order No. 4, Applicants file this closing document in order to notify the Commission that the transaction is completed.

DATED: OCTOBER 30, 2015

Respectfully Submitted,

NI AMERICA TEXAS, LLC



Ty H. Embrey
State Bar No. 24025346
Lloyd, Gosselink, Rochelle, and Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
(512) 322-5829
(512)-472-0532 (facsimile)
tembrey@lglawfirm.com

EXHIBIT A
ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 22, 2015, by and between Ni Pacolet Milliken Utilities, LLC, a Delaware limited liability company ("**Buyer**"), and Ni America Capital Management LLC, a Delaware limited liability company ("**Seller**").

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Equity Purchase Agreement (the "**Purchase Agreement**"), dated as of February 26, 2015, by and between Buyer, as assignee of the rights of Pacolet Milliken Enterprises, Inc., and Seller.

WHEREAS, Buyer and Seller have entered into the Purchase Agreement pursuant to which, in part, Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, all the issued and outstanding membership interests of Ni America Texas, LLC (the "**Texas Equity Interests**");

WHEREAS, pursuant to this Assignment and Assumption Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire, accept and assume from Seller, the Texas Equity Interests;

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Assignment and Assumption Agreement on the terms set forth herein.

KNOW ALL PERSONS BY THESE PRESENTS, that Seller does hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer does hereby purchase, acquire and accept from Seller, all right, title and interest of Seller in, to and under the Texas Equity Interests,

TO HAVE AND TO HOLD the same, unto Buyer, its successors and assigns forever, absolutely and unconditionally, and Seller hereby warrants, covenants and agrees that, subject to the terms set forth in the Purchase Agreement, Seller will defend the title of the Texas Equity Interests which have been conveyed by this Assignment and Assumption Agreement (to the extent warranted in the Purchase Agreement), against every Person who makes any claim thereto.

The respective rights of Seller, on the one hand, and Buyer, on the other, with respect to the Texas Equity Interests sold, conveyed, assigned, transferred and delivered hereby shall be governed exclusively by the Purchase Agreement, and nothing in this Assignment and Assumption Agreement shall alter any liability of Buyer or Seller arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern the representations, warranties, covenants, agreements and liabilities of the parties with respect to the Texas Equity Interests. If there is any conflict or inconsistency between the provisions of the

Purchase Agreement and this Assignment and Assumption Agreement, the provisions of the Purchase Agreement shall govern.

This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of, Buyer and Seller and their respective successors and permitted assigns, and shall survive the execution and delivery hereof. This Assignment and Assumption Agreement is not intended and shall not be construed to confer upon any Person, other than Buyer and Seller, any rights or remedies hereunder.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

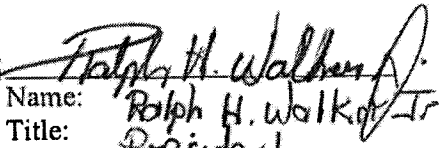
No waiver, modification or change of any of the provisions of this Assignment and Assumption Agreement shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

This Assignment and Assumption Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment and Assumption Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Assignment and Assumption Agreement shall have no effect, and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment and Assumption Agreement to be duly executed by their respective authorized officers as of the date first above written.

NI PACOLET MILLIKEN UTILITIES, LLC

By: 
Name: Ralph H. Walker Jr.
Title: President

**NI AMERICA CAPITAL MANAGEMENT
LLC**

By: _____
Name: _____
Title: _____


[Signature Page to Assignment and Assumption Agreement (TX)]

IN WITNESS WHEREOF, Buyer and Seller have caused this Assignment and Assumption Agreement to be duly executed by their respective authorized officers as of the date first above written.

NI PACOLET MILIKEN UTILITIES, LLC

By: _____
Name:
Title:

**NI AMERICA CAPITAL MANAGEMENT
LLC**

By:  _____
Name: Leigh Abramson
Title: Authorized Signatory