

Control Number: 47396



Item Number: 51

Addendum StartPage: 0

DOCKET NO. 47396

RECEIVED

APPLICATION OF UNDINE TEXAS §  
LLC AND SUBURBAN UTILITY §  
COMPANY FOR SALE, TRANSFER, §  
OR MERGER OF FACILITIES AND §  
CERTIFICATE RIGHT IN HARRIS §  
COUNTY §

BEFORE THE

2018 JUL 16 PM 2:56

PUBLIC UTILITY COMMISSION  
FILING CLERK

OF TEXAS

**NOTICE OF PROOF THAT TRANSACTION HAS BEEN CONSUMMATED AND  
CUSTOMER DEPOSITS HAVE BEEN PROPERLY ADDRESSED**

Undine Texas, LLC (Undine) hereby files this Notice and states the following:

1. Order No. 6, issued on October 13, 2017, approved the sale and transfer transaction in the referenced matter and required the applicants to submit, within 180 days of the Order and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (Commission) that the transaction has been consummated and that the customer deposits have been addressed. Order No. 8 (May 10, 2018) granted Undine's request for an extension of time, extending the time for the transaction to be closed until September 23, 2018.

2. Undine is pleased to file this Notice informing the Commission that the transaction was closed on July 2, 2018. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on July 2, 2018.

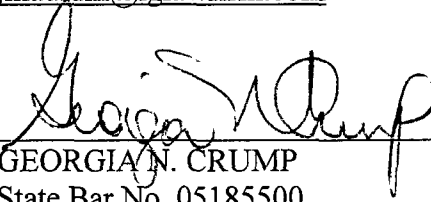
3. Attached hereto as Exhibit B is an Affidavit of Customer Deposits evidencing the transfer of the customer deposits from Suburban Utility Company to Undine on July 2, 2018, noting that Attachment 1 to Exhibit B is being submitted under a claim of confidentiality under 16 Tex. Admin. Code § 22.71(d) to protect personal identifying information relating to customer names and addresses.

4. By this filing, Undine has submitted all documents or information required by Order No. 8. Accordingly, consistent with Order No. 8, Undine hereby requests that the Commission Staff file a recommendation to approve the sufficiency of the documents.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE  
& TOWNSEND, P.C.**

816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
(512) 322-5800  
(512) 472-0532 (Fax)  
[gcrump@lglawfirm.com](mailto:gcrump@lglawfirm.com)  
[jmauldin@lglawfirm.com](mailto:jmauldin@lglawfirm.com)



---

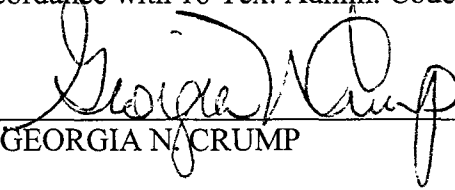
GEORGIA N. CRUMP  
State Bar No. 05185500

JAMIE L. MAULDIN  
State Bar No. 24065694

ATTORNEYS FOR UNDINE TEXAS, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that on July 16, 2018, a true and correct copy of the foregoing document has been served on all parties of record in accordance with 16 Tex. Admin. Code § 22.74.



---

GEORGIA N. CRUMP

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 4, 2018 by and between Suburban Utility CO, a Texas corporation, ("Grantor") and Undine Texas, LLC, a Delaware limited liability company ("Grantee"), and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets, excluding the Real Property (which is being conveyed pursuant to a separate Deed). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD THE Assets, together with all rights and appurtenances thereto in anyway belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to COVENANT, AGREE and FOREVER DEFEND good and valid title to the Assets unto Grantee, its successors and assigns, to and for its use against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof, subject to and in accordance with the indemnification provisions as set forth in the Purchase Agreement at Sections 8.1 and 8.2.

The Assets are hereby conveyed free and clear of all claims, liens, mortgages, security interests, charges, leases, encumbrances, licenses, or sublicenses and other restrictions of any kind and nature except for the Permitted Encumbrances.

Grantor hereby constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney of Grantor for and in the name or otherwise on behalf of Grantor, with full power of substitution, to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Assets to Grantee, its successors and assigns. The power of attorney contained herein, being coupled with an interest, shall not be revoked by the dissolution of Grantor or be otherwise revocable.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

The Assets do not include the Excluded Assets.

The Grantee, upon execution below, accepts this Bill of Sale and Assignment and Assumption Agreement, and to the extent provided for in the Purchase Agreement, hereby assumes the Assumed Liabilities but no other liabilities or obligations of the Grantor.

This Bill of Sale shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and assigns.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Texas.

Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 2nd day of July, 2018.

GRANTOR:

**SUBURBAN UTILITY CO**

By: Mitchell M. Martin, Jr.  
Name: Mitchell M. Martin, Jr.  
Title: President

GRANTEE:

**UNDINE TEXAS, LLC**

By: Carey A. Thomas  
Name: Carey A. Thomas  
Title: Sr. Vice President

**PUBLIC UTILITY COMMISSION OF TEXAS**

**DOCKET NO. 47396**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

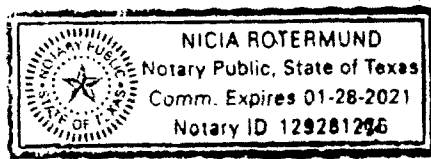
**AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER**


I, Carey Thomas, Vice President and Secretary of Undine Texas, LLC (Undine), hereby certify that the customer deposits held by Suburban Utility Company were transferred to Undine on July 2, 2018, the date of the closing of the transaction that is the subject of this docket. For a detailed summary, please see Attachment 1 of this Exhibit B.

SIGNED on this 9 day of July, 2018.

  
CAREY THOMAS

SWORN to and SUBSCRIBED before me, the undersigned authority, on this 9 day of July, 2018 to certify which witness my hand and seal of office.



  
Notary Public, State of Texas