



Control Number: 48111



Item Number: 20

Addendum StartPage: 0

APPLICATION OF H2O SYSTEMS	§	PUBLIC UTILITY COMMISSION
PLUS, INC/COLETO WATER SYSTEM AND	§	OF TEXAS
JRM WATER, LLC D/B/A JRM TO	§	
TRANSFER FACILITIES AND	§	
CERTIFICATE RIGHTS IN VICTORIA	§	
COUNTY	§	

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

To: PUC Commission Staff, by and through its attorney of record, Kennedy Meier, Public Utility Commission of Texas, 1701 N Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326.

JRM Water, LLC, d/b/a JRM ("JRM") hereby files the Notice and states the following:

1. Order No. 6, issued on July 2nd, 2018, 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 Commission of the transaction has been consummated and that the customer deposits have been addressed. This Notice is timely filed pursuant to Order No. 6.
2. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on Dec 16, 2018.
3. Attached hereto as Exhibit B is an Affidavit of Customer Deposits evidencing the transfer of the customer deposits from H2O Systems Plus, Inc/Coleto Water System to JRM Water, LLC d/b/a JRM on December 16, 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. JRM Water, LLC d/b/a JRM has therefore submitted all documents or information required by Order No. 6, consistent with Order No. 6, JRM Water, LLC d/b/a JRM hereby requests that the Commission staff file a recommendation to approve the sufficiency of the documents.

Respectfully Submitted,

By: 

Logan J. Campbell
President, Owner
JRM Water, LLC. d/b/a "JRM"
530 E 20th Ave, 4311
Denver, Colorado 80205
Tel: (702)275-5517

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on June 20, 2018 in accordance with P.U.C. Procedural Rule 22.74.

Kennedy R. Meier
Public Utility Commission of Texas
Legal Division
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
Kennedy.Meier@puc.texas.gov

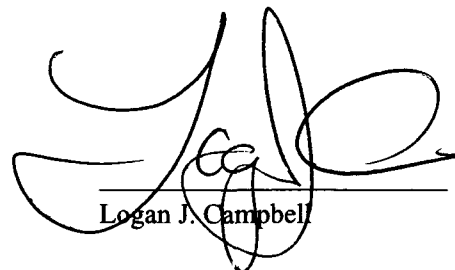

Logan J. Campbell

EXHIBIT A

BILL OF SALE

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 16, 2018 by and between H2O Systems Plus, Inc/Coletto Water System, a Texas corporation, ("H2O Systems Plus", "Grantor"), and JRM Water, LLC, d/b/a, a Texas 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 of any part hereof, subject to and in accordance with the indemnification provisions as set forth in the Purchase Agreement.

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 of 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 the Bill of Sale 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 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.

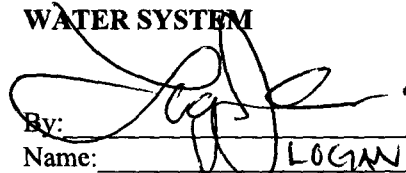
Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement as of the ____ day of _____, 2018.

GRANTOR:

**H2O SYSTEMS PLUS, INC./COLETO
WATER SYSTEM**

By: 
Name: LOGAN CAMPBELL
Title: OWNER

GRANTEE:

JRM WATER, LLC. d/b/a JRM

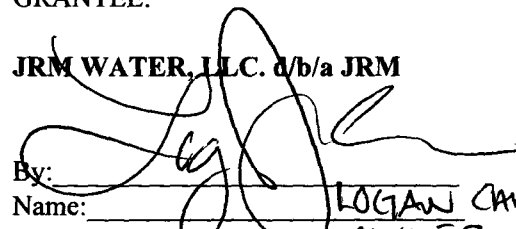
By: 
Name: LOGAN CAMPBELL
Title: OWNER

EXHIBIT B

AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER

PUBLIC UTILITY COMMISSION OF TEXAS


DOCKET NO. 48111

STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER

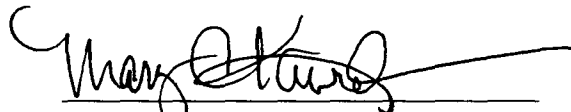
I, Logan Campbell, President of JRM Water, LLC, d/b/a JRM ("JRM"), hereby certify that the customer deposits held by H2O Systems Plus/Coletto Water System were transferred to JRM on December 16, 2018, the date of the closing of the transaction that is the subject of this docket.

STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

 **LOGAN CAMPBELL**
OWNER

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 28th day of DECEMBER, 2018 by Logan Campbell.

MARY C. KAWULA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174043298
MY COMMISSION EXPIRES 10/18/2021


Notary Public, State of Colorado

ATTACHMENT 1

DETAILED SUMMARY

CONFIDENTIAL