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DOCKET NO. 48151

APPLICATION OF BOLIVAR UTILITY SERVICES, LLC AND UNDINE TEXAS ENVIRONMENTAL, LLC FOR SALE, TRANSFER, OR MERGER OF FACILITIES AND CERTIFICATES RIGHTS IN GALVESTON COUNTY §
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PUBLIC UTILITY COMMISSION OF TEXAS

2019 SEP 23 11:21 AM

UNDINE TEXAS ENVIRONMENTAL, LLC'S NOTICE OF COMPLETED TRANSACTION

Undine Texas Environmental, LLC ("Undine") hereby files this Notice of Completed Transaction ("Notice") and states the following:

1. Order No. 8 (AIS Item 34), issued on January 25, 2019, 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 that the transaction has been consummated and that the customer deposits have been addressed.

2. Order No. 10 (AIS Item 47), issued on September 23, 2019 granted an extension for the transaction to be completed by October 6, 2019.

3. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on September 25, 2019.

4. As reflected in the original application (AIS Item 1), there are no customer deposits that were held by Bolivar Utility Service, LLC, and thus there are no customer deposits transferred pursuant to this transaction.

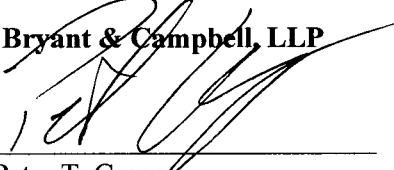
5. Accordingly, consistent with Order No. 8, Undine hereby requests that Commission Staff file a recommendation to approve the sufficiency of the documents.

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Respectfully submitted,

DuBois, Bryant & Campbell, LLP

By: _____


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**Attorneys for Undine Texas
Environmental, LLC**

CERTIFICATE OF SERVICE

By my signature above, I certify that a true and correct copy of the foregoing document was served by U.S. Mail and Email on the person indicated below on this the 26th day of September, 2019:

Richard Nemer
Public Utility Commission of Texas
Legal Division
1701 N. Congress Avenue
P. O. Box 13326
Austin, Texas 78711-3326
richard.nemer@puc.texas.gov

Exhibit A

Fully-Executed 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 July 23, 2019 by and between Bolivar Utility Services, L.L.C., a Texas limited liability company ("Grantor"), Allco, LLC, a Texas limited liability company, Star of Texas Regional Center Master Limited Partnership I, Ltd., a Texas limited partnership and Undine Texas Environmental, LLC, 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 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 25th day of September, 2019.

GRANTOR:

BOLIVAR UTILITY SERVICES, L.L.C.

By: _____
Name: _____
Title: _____

GRANTEE:


UNDINE TEXAS ENVIRONMENTAL, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: VP and Secretary

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 25th day of September, 2019.

GRANTOR:

BOLIVAR UTILITY SERVICES, L.L.C.

By: 
Name: THOMAS W. HARRISON
Title: MANAGER

GRANTEE:

UNDINE TEXAS ENVIRONMENTAL, LLC

By: _____
Name: _____
Title: _____