



Filing Receipt

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DOCKET NO. 52502

APPLICATION OF TEXAS WATER	§	PUBLIC UTILITY COMMISSION
SYSTEMS, INC. AND UNDINE TEXAS,	§	
LLC FOR SALE, TRANSFER, OR	§	OF TEXAS
MERGER OF FACILITIES AND	§	
CERTIFICATE RIGHTS IN GREGG,	§	
HENDERSON, SMITH, AND UPSHUR	§	
COUNTIES	§	

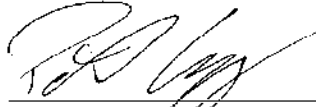
UNDINE TEXAS, LLC'S NOTICE OF COMPLETED TRANSACTION

COMES NOW Undine Texas, LLC (Undine) and states the following:

1. On September 12, 2023, the administrative law judge (ALJ) filed Order No. 28, approving the sale and transfer transaction in the referenced matter, and requiring the applicants to file proof within 30 days that the transaction has been completed and customer deposits have been addressed. Therefore, this pleading is timely filed.
2. Attached hereto as **Exhibit A** is a fully executed Bill of Sale evidencing the consummation of the transaction on October 4, 2023.
3. All existing customer deposits held by Texas Water Systems, Inc. were transferred to Undine on October 4, 2023. Attached hereto as **Exhibit B** is the list of deposits transferred, noting that 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. Undine has therefore submitted all documents or information required by Order No. 28. Accordingly, consistent with Order No. 28, Undine respectfully requests a final order or notice of approval be issued in this matter.

Respectfully submitted,

Gregg Law PC



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**Attorneys for Undine Texas, LLC, and filed with
the consent of Texas Water Systems, Inc.**

DOCKET NO. 52502

CERTIFICATE OF SERVICE

I certify by my signature above that unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record on October 11, 2023 in accordance with the Order Suspending Rules filed in Project No. 50664.

EXHIBIT A

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the terms of that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of October 4, 2023 by and among Undine Texas, LLC, a Delaware limited liability company (“*Grantee*”), Texas Water Systems, Inc., a Texas corporation (“*Grantor*”) and James K. Brown, 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 valid title to the Assets (excluding the Real Property) 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 Encumbrances, except for Permitted Encumbrances.

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, and promises to timely pay and perform, the Assumed Liabilities (including, without limitation, the Contracts listed on the exhibit attached hereto) but no other liabilities or obligations of the Grantor.

Current property taxes on the Assets have been prorated and payment thereof is assumed by Grantee.

This Bill of Sale shall be binding upon and shall inure 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.

The Assets are purchased, sold and conveyed “AS IS” to the extent provided in, and subject to the representations and warranties set forth in, the Purchase Agreement. 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 of the Purchase Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 4th day of October, 2023.

GRANTOR:

TEXAS WATER SYSTEMS, INC.

By: _____

Name: James K. Brown

Title: President

GRANTEE:

UNDINE TEXAS, LLC

By: _____

Name: Carey A. Thomas

Title: Senior Vice President

(List of Assumed Contracts Follows)

IN WITNESS WHEREOF, Grantor and Grantee have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 4 day of Oct, 2023.

GRANTOR:

TEXAS WATER SYSTEMS, INC.

By: _____
Name: James K. Brown
Title: President

GRANTEE:

UNDINE TEXAS, LLC

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

(List of Assumed Contracts Follows)

ASSUMED CONTRACTS

1. **Lease Agreement between Utility and Landowner dated September 25, 2009, between Seller and Samuel W. Goldwater for well/plant site, as amended.**

EXHIBIT B