



## **Filing Receipt**

**Filing Date - 2023-08-04 12:49:46 PM**

**Control Number - 52852**

**Item Number - 141**

**DOCKET NO. 52852**

<b>APPLICATION OF TERRA</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>SOUTHWEST, INC. AND UNDINE</b>	<b>§</b>	
<b>TEXAS, LLC FOR SALE, TRANSFER,</b>	<b>§</b>	<b>OF TEXAS</b>
<b>OR MERGER OF FACILITIES AND</b>	<b>§</b>	
<b>CERTIFICATE RIGHTS IN DENTON</b>	<b>§</b>	
<b>COUNTY</b>		

**APPLICANTS' NOTICE OF COMPLETED TRANSACTION**

COME NOW Terra Southwest, Inc. (Terra) and Undine Texas, LLC (Undine) (collectively, the Applicants) and file this evidence that the merger, sale, or transfer of Terra's certificated area and facilities under CCN number 11608 to Undine is complete.

**I.**

On July 12, 2023, the administrative law judge (ALJ) filed Order No. 30, approving the transaction as proposed. The order requires the applicants to file proof within 30 days that the transaction has been completed and customer deposits, if any, have been addressed. Therefore, this pleading is timely filed.

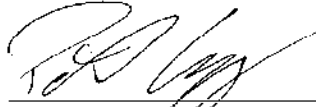
Attached hereto as Exhibit A is a fully executed Bill of Sale evidencing the consummation of the transaction on August 1, 2023, and the Affidavit of Carey A. Thomas, Senior Vice President of Undine, confirming that there were no customer deposits held by Terra.

**II.**

For the reasons detailed above, Applicants respectfully request a final order or notice of approval be issued in this matter.

Respectfully submitted,

**Gregg Law PC**



---

Peter T. Gregg  
State Bar No. 00784174  
910 West Ave., No. 3  
Austin, Texas 78701  
Phone: 512-522-0702  
Fax: 512-727-6070  
[pgregg@gregglawpc.com](mailto:pgregg@gregglawpc.com)

**Attorneys for Undine Texas, LLC, and filed with  
the consent of Terra Southwest, Inc.**

**DOCKET NO. 52852**

**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 August 4, 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 August 1, 2023 by and among Undine Texas, LLC, a Delaware limited liability company (“*Grantee*”), Terra Southwest, Inc., a Texas corporation (“*Grantor*”), Jim Presley and Rovana Presley, 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 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.

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 and Grantee have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of August 1, 2023.

GRANTOR:

**TERRA SOUTHWEST, INC.**

By: Jim Presley  
Name: Jim Presley  
Title: OWNER-OPERATOR-PRES.

GRANTEE:

**UNDINE TEXAS, LLC**

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

PUBLIC UTILITY COMMISSION OF TEXAS

DOCKET NO. 52852

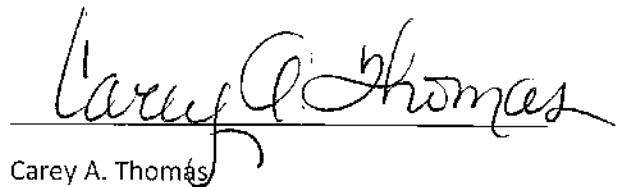
STATE OF TEXAS §

§

COUNTY OF HARRIS §

AFFIDAVIT OF UNDINE COMMITMENT

I, Carey A. Thomas, Senior Vice President of Undine Texas, LLC hereby certify that there were no customer deposits held by Terra Southwest, Inc. to be transferred to Undine Texas, LLC on the date of closing, August 1, 2023.



Carey A. Thomas

Senior Vice President

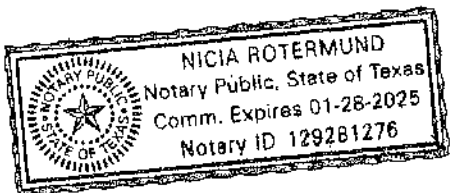
STATE OF TEXAS §

§

COUNTY OF HARRIS §

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 3<sup>rd</sup> day of

August, 2023 by Carey A. Thomas.





Notary Public, State of Texas