

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
	)	Jointly Administered
Debtors. ¹)	
	)	RE: D.I. 439, 454

NOTICE OF REVISED ASSET PURCHASE AGREEMENT

PLEASE TAKE NOTICE that, on August 23, 2019, the Debtors filed the *Motion of Debtors for Entry of An Order (I) Designating Stalking Horse Bidder in Connection with the Mississippi and Alabama Assets, (II) Approving Expense Reimbursement, and (III) Granting Related Relief* [D.I. 439] (the “**Stalking Horse Motion**”).² Attached to the Stalking Horse Motion was a form of asset purchase agreement (the “**Original APA**”) for the MS/AL Assets.

PLEASE TAKE FURTHER NOTICE that, on August 30, 2019, the Court granted the Debtors’ Motion, pursuant to that *Order (I) Designating Stalking Horse Bidder in Connection with the Mississippi and Alabama Assets, (II) Approving Expense Reimbursement, and (III) Granting Related Relief* [D.I. 454] (the “**Stalking Horse Order**”).

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Terms not defined herein are defined in the Stalking Horse Motion.



PLEASE TAKE FURTHER NOTICE that the Stalking Horse Order authorized the Debtors to enter into the Original APA, as might be modified or amended from time to time, so long as the Purchase Price and Expense Reimbursement were unaffected.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Stalking Horse Order, the Debtors have made certain revisions to the Original APA, none of which have affected the Purchase Price or Expense Reimbursement, and have now filed an executed asset purchase agreement (the “**Revised APA**”), which is attached hereto as Exhibit A. For the convenience of the Court and all parties in interest, attached hereto as Exhibit B is a blackline comparing the Revised APA against the Original APA, which reflects all changes made to the body of the Original APA, but does not reflect the addition of those schedules and exhibits which are set forth fully in Exhibit A.

[Remainder of This Page Intentionally Left Blank]

Dated: September 13, 2019
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Joseph C. Barsalona II

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Joseph C. Barsalona II (No. 6102)
Eric W. Moats (No. 6441)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Tel.: (302) 658-9200
Fax: (302) 658-3989
rdehney@mnat.com
aremming@mnat.com
jbarsalona@mnat.com
emoats@mnat.com

-and-

DAVIS POLK & WARDWELL LLP

Marshall S. Huebner (admitted *pro hac vice*)
Darren S. Klein (admitted *pro hac vice*)
Steven Z. Szanzer (admitted *pro hac vice*)
450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Fax: (212) 701-5800
marshall.huebner@davispolk.com
darren.klein@davispolk.com
steven.szanzer@davispolk.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

Revised APA

ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 11, 2019,

BY AND AMONG

SOUTHCROSS ENERGY PARTNERS, L.P.,

THE OTHER SELLERS PARTY HERETO

SOUTHCROSS ENERGY PARTNERS GP, LLC

AND

MAGNOLIA INFRASTRUCTURE HOLDINGS, LLC

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of September 11, 2019, is by and among Southcross Energy Partners, L.P., a Delaware limited partnership (“**Southcross**”), the Subsidiaries of Southcross listed on the signature pages hereto (collectively, the “**Southcross Entities**” and together with Southcross, the “**Sellers**”, and, each individually, a “**Seller**”), Southcross Energy Partners GP, LLC, a Delaware limited liability company, solely with respect to Section 8.04 and Article 13 (“**Southcross GP**”), and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article 1. Sellers and Buyer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Sellers are engaged in the business of providing transportation services and purchasing and selling natural gas within the states of Alabama and Mississippi, and are the owners of the Assets (such actions and ownership, the “**Business**”);

WHEREAS, on April 1, 2019 (the “**Petition Date**”), Sellers commenced voluntary cases (the “**Bankruptcy Cases**”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, Sellers desire to sell to Buyer all of the Assets, and Buyer desires to purchase from Sellers all of the Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the Transactions through a sale of the Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition to the willingness of the Sellers to enter into this Agreement, Buyer has received a commitment letter of which Southcross will be a third-party beneficiary (the “**Equity Commitment Letter**”) from ArcLight Energy Partners Fund V, L.P. (the “**Equity Financing Source**”) confirming its commitment to provide Buyer with equity financing in connection with the transactions contemplated hereby in the amount set forth therein subject to the conditions set forth therein, a copy of which has been provided to Sellers; and

WHEREAS, Sellers’ ability to consummate the Transactions set forth in this Agreement is subject to, among other things, the entry of the Stalking Horse Order and the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“**365 Contracts**” means all of Sellers’ executory Contracts and unexpired leases that are subject to assumption and assignment under Section 365 of the Bankruptcy Code primarily pertaining to the Assets or Assumed Liabilities. For the avoidance of doubt, none of the granting instruments for Owned Real Property or the Real Property Interests are 365 Contracts.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries) Controls, is Controlled by or is under common Control with such specified Person; *provided* that (a) the equity holders and creditors of Sellers (other than any equity holder or creditor who is a Seller or Subsidiary of any Seller) will not be considered Affiliates of any Seller for purposes of this Agreement, and (b) in the case of Buyer, except as used in the definition of “Material Adverse Effect”, Section 7.05 and Section 13.12 the terms “Affiliate” or “Affiliates” shall not mean ArcLight Capital Partners, LLC or its other portfolio companies, or its or their Subsidiaries, sponsors, or partners, except that any disclaimers or releases/waivers hereunder in favor of (or to the benefit of) Buyer or its respective Affiliates (and, in each case, similar phrases) hereunder, the terms “Affiliate” or “Affiliates” shall include such Persons.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Allocation Notice of Objection**” has the meaning set forth in Section 8.02(a).

“**Alternate Bidder**” will mean the bidder with the next-highest or otherwise second-best bid as determined in accordance with the Bidding Procedures.

“**Applicable Employees**” means each of the employees of Southcross GP and its Affiliates whose primary responsibilities relate to the Business.

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated, enforced or applied by a Governmental Authority that is binding upon or applicable to such Person or its properties, as amended unless expressly specified otherwise.

“**APSC**” means the Alabama Public Service Commission.

“**APSC Approval**” means approval of the Transactions by the APSC through a Final Order.

“**Assets**” has the meaning set forth in Section 2.01(b).

“**Assigned Contracts**” has the meaning set forth in Section 2.01(b)(vi).

“**Assignments**” means the Assignments, Bill of Sale and Conveyance (a) with respect to all Assets (other than Owned Real Property) located in the State of Alabama, in the form attached hereto as Exhibit D-1, and (b) with respect to all Assets (other than Owned Real Property) located in the State of Mississippi, in the form attached hereto as Exhibit D-2.

“**Assumed Liabilities**” has the meaning set forth in Section 2.03.

“**Auction**” has the meaning set forth in the Bidding Procedures.

“**Bankruptcy Cases**” has the meaning set forth in the recitals.

“**Bankruptcy Code**” means Title 11 of the United States Code, Sections 101 *et seq.*

“**Bankruptcy Court**” has the meaning set forth in the recitals.

“**Bankruptcy Deposits**” has the meaning set forth in Section 2.02(p).

“**Bidding Procedures**” means the procedures employed with respect to the proposed sale of the Assets and the assumption of the Assumed Liabilities attached hereto as Exhibit E.

“**Bidding Procedures Order**” means the Order of the Bankruptcy Court entered on June 13, 2019 approving the Bidding Procedures attached hereto as Exhibit F.

“**Business**” has the meaning set forth in the recitals.

“**Business Day**” means any day, other than Saturday or Sunday, on which commercial banks are open for commercial business with the public in New York City, New York and Dallas, Texas.

“**Business Permits**” has the meaning set forth in Section 5.06.

“**Buyer**” has the meaning set forth in the introductory paragraph.

“**Cash Purchase Price**” has the meaning set forth in Section 3.01(a).

“**Casualty Loss**” means any loss, damage or destruction of the Assets that occurs during the period between the date hereof and the Closing for any reason, including any act of God, fire, explosion, collision, earthquake, windstorm, flood, hurricane, tropical storm, terrorism, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss, damage, or destruction as a result of depreciation or ordinary wear and tear.

“**Closing**” has the meaning set forth in Section 4.01.

“**Closing Date**” has the meaning set forth in Section 4.01.

“**Code**” means the Internal Revenue Code of 1986.

“**Condemnation Value**” has the meaning set forth in Section 8.08.

“Condemnation Value Estimation Date” has the meaning set forth in Section 8.08.

“Confidential Information” has the meaning given it in the Confidentiality Agreement.

“Confidentiality Agreement” has the meaning set forth in Section 7.01(b).

“Contract” means any agreement, contract, lease, deed, license, instrument, commitment, undertaking or obligation (in each case, whether written or oral) that is legally binding.

“Control” means the ability (directly or indirectly through one or more intermediaries) to direct or cause the direction of the management or affairs of a Person, whether through the ownership of securities or other equity interests, by Contract or otherwise.

“Copyrights” means any copyright, any copyrightable work, any registration or recording of any copyright or copyrightable work, and any application in connection therewith, including any such registration, recording, or application in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and any renewal of any of the foregoing.

“Cure Costs” means all monetary Liabilities, including pre-petition monetary Liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers’ monetary and other defaults under the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment of the Assigned Contracts to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court pursuant to the process set forth in the Bidding Procedures Order.

“Decommissioning Obligations” means all costs, obligations or Liabilities of or for abandonment and re-abandonment, equipment removal, disposal, or restoration associated with any Assets.

“Deeds” has the meaning set forth in Section 4.04(b).

“Deposit Amount” has the meaning set forth in Section 3.02.

“Deposit Escrow Agreement” means that certain fund services and deposit agreement, dated as of July 18, 2019, by and among Southcross and the Escrow Agent.

“Designated Buyer” has the meaning set forth in Section 4.05.

“Desired 365 Contracts” has the meaning set forth in Section 2.05(a).

“DIP Credit Agreement” has the meaning ascribed to such term in the Bidding Procedures.

“DIP Secured Parties” has the meaning ascribed to such term in the Bidding Procedures.

“Emergency Operations” means operations necessary to respond to or alleviate the eminent or immediate endangerment of (a) the health or safety of any Person or the environment or (b) the safety or operational condition of any of the Assets.

“Encumbrance” means any lien, encumbrance, claim, liability, pledge, mortgage, deed of trust, security interest, restriction or charge, including (a) any conditional sale or other title retention agreement and (b) any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements.

“Environmental Laws” means any and all Applicable Laws relating to the protection or preservation of human health and safety (with respect to exposure to Hazardous Substances), the environment or natural resources (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, soil and strata, and plant and animal life), or relating to the use, generation, management, handling, disposal, storage, recycling, labeling, transportation or Release or threatened Release of, or exposure to, Hazardous Substances.

“Equity Commitment Letter” has the meaning ascribed to such term in the recitals.

“Equity Financing Source” has the meaning ascribed to such term in the recitals.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person that is (or at any relevant time was) a member of a “controlled group of corporations” with or under “common control” with any of the Sellers or Southcross GP as defined in Section 414(b) or 414(c) of the Code or that is otherwise (or at any relevant time was) required to be treated, together with any of the Sellers or Southcross GP, as the case may be, as a single employer under Sections 414(m) or 414(o) of the Code.

“Escrow Agent” means Kurtzman Carson Consultants, LLC.

“Excluded Assets” has the meaning set forth in Section 2.02.

“Excluded Contracts” means all Contracts of Sellers other than the Assigned Contracts.

“Excluded Liabilities” has the meaning set forth in Section 2.04.

“Excluded Records” means (a) the general corporate files and records of Sellers, insofar as they relate to the organization, existence or capitalization of the applicable Seller, as well as any other records or materials relating to the Sellers generally and not primarily involving or primarily related to the Assets or the operations of the Business (provided that copies but not originals of any records or materials related to the Assets or the operations of the Business but that are not primarily related to the Assets or the operations of the Business shall be provided to the Buyer), (b) Sellers’ federal, state, local or non-U.S. income, franchise or margin Tax files and records, (c) employee files (other than files of Transferred Employees that are permitted to be transferred pursuant to Applicable Law), (d) records, including privileged information, relating to the sale of the Assets, including competing bids, (e) copies of records stored for archival and/or back up purposes, and (f) any other files or records to the extent relating to any Excluded Assets or expressly excluded from the Assets pursuant to Section 2.02.

“Expense Reimbursement” means an amount equal to the reasonable, documented, out-of-pocket costs and expenses of Buyer (including the reasonable, documented expenses of outside counsel, investment bankers and other outside advisors) related to negotiating this Agreement and investigating Sellers and the Assets, up to a maximum amount of \$500,000, which amount, upon entry of the Stalking Horse Order, will constitute an administrative expense of Sellers in the Bankruptcy Cases under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

“Final Allocation Statement” has the meaning set forth in Section 8.02(a).

“Final Order” means an Order, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing is then pending, (b) if an appeal, writ of *certiorari* new trial, reargument or rehearing thereof has been sought, such Order has been affirmed by the highest court to which such Order was appealed, or *certiorari* has been denied, or a new trial, reargument or rehearing has been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired, as a result of which such Order has become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, will not cause such Order not to be a Final Order; or (c) in the case of an Order by the APSC or MPSC the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing is then pending; if an appeal, writ of *certiorari* new trial, reargument or rehearing thereof has been sought, such Order has been affirmed by the highest court to which such Order was appealed, or *certiorari* has been denied, or a new trial, reargument or rehearing has been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired.

“Fraud” means actual and intentional common law fraud as determined in accordance with Delaware Law with respect to the representations and warranties made in this Agreement.

“Governmental Authority” means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, tribal, state, parish, county, municipal or other governmental or quasi-governmental body, agency, authority, department, board, commission, bureau, official or other authority or instrumentality.

“Governmental Authorization” means any approval, consent, license, Permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

“Hazardous Substance” means any pollutants, contaminants, NORM and other radioactive materials, chemicals, petroleum, petroleum products, crude oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, and other Hydrocarbons whether refined or unrefined, or industrial, toxic or hazardous substances, radon, asbestos or asbestos-containing material, urea formaldehyde foam insulation or polychlorinated biphenyls, as well as any other substance,

material or waste regulated by any Applicable Law relating to the environment due to their actual adverse impacts on the environment, including but not limited to any “contaminant,” “hazardous waste,” “hazardous material”, “hazardous substance”, “extremely hazardous substance” or “toxic substance” or words of similar import listed, designated, defined or regulated as such under any Environmental Law or other Applicable Law relating to the environment.

“**Hedge Contracts**” means any Contract to which any Seller is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, “over the counter,” or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“**Hydrocarbons**” means oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing or any mixture containing the foregoing.

“**ICA**” has the meaning set forth in Section 5.16(a).

“**Indebtedness**” means any of the following indebtedness (whether or not contingent), with respect to any Seller: (a) any indebtedness for borrowed money; (b) any indebtedness or Liabilities evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (c) any obligations and Liabilities for the deferred purchase price of property, assets, securities or services, contingent purchase price obligations or “earn-out” obligations in connection with any acquisition (including any purchase price adjustment payments); (d) any commitment by which any Seller assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit); (e) any indebtedness guaranteed in any manner (including guarantees in the form of an agreement to repurchase or reimburse); (f) any Liabilities under capitalized leases with respect to which any Seller is liable as obligor, guarantor or otherwise, or with respect to which obligations any Seller assures a creditor against loss; (g) any indebtedness or Liabilities secured by an Encumbrance on any Seller’s assets; (h) any amounts owed to any Person under any noncompetition or consulting arrangements; (i) any amounts owed to Affiliates (including intercompany trade and accounts payable); (j) any obligations and Liabilities under or in respect of any out-of-the-money interest rate, currency or other hedging agreement and any other arrangement designed to provide protection against fluctuations in interest or currency rates; (k) any obligations and Liabilities under any performance bond, surety bond, fidelity bond, letter of credit, bankers’ acceptance or similar items, solely to the extent drawn as of the Closing Date; (l) all Liabilities under conditional sale or other title retention agreements; (m) all Liabilities with respect to vendor advances or any other similar advances; (n) all unpaid management or other fees owing or Liabilities to any Seller or any Affiliate of such Seller; (o) all deferred compensation or accrued but unpaid wages or commissions or other compensation; (p) all outstanding severance payments as of the Closing; (q) any obligations under severance agreements, stay/retention bonuses, incentive bonuses (relating to the Transactions), termination and change of control arrangements and similar obligations that are owed to any Person or that will be triggered, either automatically or with the passage of time, by the consummation of the Transactions (including any Taxes thereon); (r) all prepayments relating to the Business; (s) all obligations for unfunded Liabilities relating to any

employee benefit plan, pension plan or similar arrangement; (t) deferred rent; (u) Liabilities associated with factoring or discounting of accounts receivables; (v) all “cut” but uncashed checks issued by any Seller that are outstanding as of the Closing Date; (w) all obligations of the type described in clauses (a) through (v) above of any other Person, in each case, outstanding as of the Closing for which any Seller or any of such Seller’s Subsidiaries is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations or obligation to supply or invest any funds or assure any creditor against loss in connection thereto; and (x) for clauses (a) through (w) above, all accrued interest, fees, costs, premiums, expenses, reimbursements, indemnities, breakage costs or penalties, if any, and all other amounts payable at or as a result of the Closing in connection with any of the foregoing.

“**Insurance Policies**” has the meaning set forth in Section 5.14.

“**Intellectual Property**” means all intellectual property rights, including all Copyrights, Patents and Trademarks, and any applications and registrations related to any of the foregoing, in each case to the extent owned, used or licensed by Sellers (or any of them) that are used or held for use primarily in connection with the ownership and operation of any of the other Assets, but specifically excluding, for the avoidance of doubt, all seismic, geological, geochemical or geophysical data owned or licensed by Sellers and any of Sellers’ interpretations of such data (which data and interpretations thereof will constitute Records under this Agreement).

“**IRS**” means the Internal Revenue Service.

“**Knowledge**” means, with respect to any matter in question, (a) in the case of Sellers, the actual knowledge, after reasonable inquiry, of any of the individuals listed on Schedule 1.01(b) with respect to such matter, and (b) in the case of Buyer, the actual knowledge, after reasonable inquiry, of any of the individuals listed on Schedule 1.01(c) with respect to such matter.

“**Leased Real Property**” has the meaning set forth in Section 5.12(b).

“**Liability**” means any and all debts, indebtedness, liens, losses, damages, adverse claims, liabilities, fines, penalties, duties, responsibilities, obligations and expenses (including reasonable attorneys’ fees and reasonable costs of investigation and defense) of any kind, character, or description, whether known or unknown, direct or indirect, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, asserted or unasserted, ascertained or ascertainable, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, executory, determined, determinable, in contract, tort, strict liability, or otherwise, or otherwise due or to become due.

“**Master Assignment**” means the Master Assignment, Bill of Sale, Deed, and Conveyance in the form attached hereto as Exhibit C.

“**Material Adverse Effect**” means any event, change, circumstance, occurrence, effect, result or state of facts (whether or not foreseeable or known as of the date of the Closing) that, individually or in the aggregate, (a) is or would reasonably be expected to have a material adverse effect on the value, condition (financial, operational or otherwise) or operations of the Business or the Assets as currently owned and operated, in each case, taken as a whole or

(b) materially impairs the ability of the Sellers to consummate, or prevents or materially delays, the consummation of the Transactions or would reasonably be expected to do so; *provided* that in the case of the foregoing clause (a), no event, change, circumstance, occurrence, effect, result or state of facts arising from any of the following will be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect: (i) any change in the United States or foreign economies, financial markets, credit markets or political conditions, including any change in supply, demand, price levels or interest or exchange rates, embargo, sanctions or interruptions in trade; (ii) any change that generally affects the businesses or areas in which Assets operate, including changes in the prices or industry margins of Hydrocarbons or any other commodities or any increase in operating costs or capital expenses or any reduction in Hydrocarbon drilling activity or production; (iii) any change arising in connection with hostilities, act of war, civil unrest, cyber-attack, sabotage or terrorism or military actions or any escalation or worsening of any such hostilities, acts of war, civil unrest, cyber-attack, sabotage or terrorism or military action; (iv) any act of God, hurricane, flood, tornado, fire, explosion, weather event, earthquake, landslide or other natural disaster; (v) any change or proposed change in Applicable Law or accounting rules (or the interpretation or enforcement thereof); (vi) any action taken or proposed to be taken by Buyer or any of its Affiliates; (vii) any effect resulting from the public announcement of this Agreement, the negotiation, execution, performance of this Agreement or the consummation of the Transactions (*provided* that this clause (vii) shall be disregarded for purposes of any noncontravention representations and warranties and any condition as to the accuracy thereof); (viii) any effect resulting from the filing of the Bankruptcy Cases, including any Seller's inability to pay its obligations as a result of the filing of the Bankruptcy Cases; (ix) any decline, in and of itself, in the market price or trading volume of the Southcross common units (it being understood and agreed that the foregoing will not preclude Buyer from asserting that any facts or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect), (x) any failure to meet any projections, budgets, forecasts, estimates, plans, predictions, performance metrics or operating statistics (it being understood and agreed that the foregoing will not preclude Buyer from asserting that any facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect); (xi) any action taken (or omitted to be taken) at the request of Buyer or any of its Affiliates; (xii) any action taken (or not taken) by any Seller or its Affiliates or the Business that is required to be taken (or not taken) pursuant to this Agreement; and (xiii) any matter disclosed on the Disclosure Schedules; *provided further*, that (1) with respect to clauses (i), (ii), (iii), (iv) and (v), any such event, change, circumstances, occurrence, effect or state of facts may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect if and to the extent it disproportionately adversely affects the Assets compared to other Persons competing in the industry of the Business and (2) with respect to the foregoing clause (iv), any such fact, event, condition, change occurrence or effect shall be taken into account if and to the extent it, individually or in the aggregate with any other fact, event, condition, change, occurrence or effect, disproportionately adversely affects the value, operation or financial condition of the Assets, considered as whole, compared to other Persons competing in the industry of the Business in Mississippi or Alabama.

“**Material Casualty Loss**” has the meaning set forth in Section 8.07.

“**Material Contracts**” has the meaning set forth in Section 5.04(c).

“**MPSC**” means the Mississippi Public Service Commission.

“**MPSC Approval**” means approval of the Transactions by the MPSC through a Final Order, including approval under Miss. Code Ann. §77-3-23 and Rule 8 of the Public Utility Rules of Practice and Procedure of the MPSC and staff.

“**Necessary Consent**” has the meaning set forth in Section 2.06.

“**NGA**” has the meaning set forth in Section 5.16(a).

“**NGPA**” has the meaning set forth in Section 5.16(a).

“**NORM**” means naturally occurring radioactive materials.

“**Occurrence-Based Policies**” has the meaning set forth in Section 8.06.

“**Order**” means any award, writ, injunction, judgment, settlement, order or decree entered, issued, made or rendered by any Governmental Authority.

“**Ordinary Course of Business**” means any action taken by a Person if: (a) such action is consistent in manner and amount with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; or (b) such action is similar in nature and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

“**Other Confidentiality Agreements**” has the meaning set forth in Section 8.10.

“**Outside Date**” has the meaning set forth in Section 12.01(b)(ii).

“**Owned Intellectual Property**” means all Intellectual Property owned by Sellers.

“**Owned Real Property**” has the meaning set forth in Section 5.12(a).

“**Party**” and “**Parties**” each have the meaning set forth in the introductory paragraph.

“**Party Affiliate**” has the meaning set forth in Section 13.12(a).

“**Patents**” means any letters patent, applications for letters patent, and any reissues, divisionals, continuations, and continuations-in-part thereof, including any patents or patent applications in the United States Patent and Trademark Office, the World Intellectual Property Organization, or any similar office or agency in any other jurisdiction.

“**Periodic Non-Income Tax Cash Amount**” has the meaning set forth in Section 3.01(a)(i).

“Periodic Non-Income Taxes” has the meaning set forth in Section 8.01(b)(i).

“Permits” means any approvals, authorizations, consents, franchises, licenses, permits, variances, exemptions, registrations, waivers or certificates of any Governmental Authority.

“Permitted Encumbrances” means any of the following:

(a) any rights, obligations, or duties reserved to or vested in any municipality or other Governmental Authority to: (i) control or regulate any Asset in any manner, including all Applicable Laws, (ii) purchase, condemn, expropriate, or recapture any Asset, (iii) consent to a purchase of any Asset, including the Necessary Consents, or (iv) use any Asset in any manner;

(b) easements, rights-of-way, servitudes, Permits, surface leases, sub-surface leases, grazing rights, logging rights, ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads, structures and similar rights on, over or in respect of any of the Assets, in each case, that are of public record and that do not prevent or adversely affect the ownership, use and operation of the Assets as they are owned, used and operated prior to the Closing Date;

(c) defects or irregularities in title as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Sellers’ title;

(d) statutory liens or other Encumbrances for Taxes not yet due and payable;

(e) Assumed Liabilities (and, for the avoidance of doubt, the terms and conditions of all Assigned Contracts);

(f) conventional rights of reassignment that have not been triggered at or prior to Closing;
and

(g) Encumbrances arising by, through or under Buyer or any of its agents or representatives.

For purposes of Section 2.01(a) of this Agreement only, “Permitted Encumbrances” shall also include any other imperfections in title, charges, easements, restrictions, licenses and Encumbrances that do not materially affect the value or use of the Assets subject thereto.

“Person” means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

“Petition Date” has the meaning ascribed to such term in the recitals.

“Pipeline Systems” has the meaning set forth in Section 2.01(b)(i).

“Plants” has the meaning set forth in Section 2.01(b)(ii).

“Post-Closing Covenant” means any covenant to the extent required to be performed by any Seller or by Buyer, as applicable, under this Agreement following the Closing.

“Post-Closing Straddle Period” has the meaning set forth in Section 8.01(b)(ii).

“Pre-Closing Straddle Period” has the meaning set forth in Section 8.01(b)(i).

“Preferential Rights” means any preferential purchase rights, preemptive rights, rights of first refusal or similar rights that are applicable to the transfer of the Assets in connection with the Transactions.

“Proceeding” means any claim, action, arbitration, audit, hearing, investigation, litigation, inquiry or suit (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

“Proposed Allocation Statement” has the meaning set forth in Section 8.02(a).

“Proposed Assumed Contracts Schedule” has the meaning set forth in Section 5.04(a).

“Purchase Price” has the meaning set forth in Section 3.01.

“R&W Insurance Policy” has the meaning set forth in Section 13.12(c).

“Real Property Interests” has the meaning set forth in Section 2.01(b)(v).

“Records” has the meaning set forth in Section 2.01(b)(viii).

“Registered Intellectual Property” has the meaning set forth in Section 5.07(a).

“Release” means any release, spill, emission, emptying, pouring, leaking, pumping, injection, deposit, disposal, discharge, dispersal, migration or leaching into, onto, under or through the environment.

“Released Parties” has the meaning set forth in Section 13.12(b).

“Releasers” has the meaning set forth in Section 13.12(b).

“Representative” means, with respect to a particular Person, any director, officer, member, manager, partner, employee, agent, consultant, advisor, investor, shareholder, contractor, subcontractor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Required Lenders” has the meaning ascribed to such term in the DIP Credit Agreement.

“Restoration” has the meaning set forth in Section 8.07.

“Restoration Cost” has the meaning set forth in Section 8.07.

“**Restoration Cost Estimation Date**” has the meaning set forth in Section 8.07.

“**Restoration Option**” has the meaning set forth in Section 8.07.

“**Restoration Reduction Amount**” has the meaning set forth in Section 8.07.

“**Rights-of-Way**” has the meaning set forth in Section 5.12(d).

“**Sale Hearing**” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

“**Sale Order**” means an Order of the Bankruptcy Court, which Order is substantially in the form attached hereto as Exhibit H, with such changes as may be required by the Bankruptcy Court that are in form and substance acceptable to Sellers, Buyer and the Required Lenders.

“**Seller Benefit Plans**” means all “employee benefit plans” within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), and all other compensation and benefit plans, Contracts, policies, programs and arrangements, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, that provide any employee benefit, change of control, retention, pension, retirement, profit sharing, incentive, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, severance pay, health, medical, disability, life insurance and any similar plans or practices that are maintained by the Sellers, Southcross GP or any of their respective ERISA Affiliates that the Seller, Southcross GP or any of their respective ERISA Affiliates maintains, administers, contributes to or is required to contribute to, that covers or has covered any current or former employee, officer, director or independent contractor of the Business or any dependent thereof, or for which the Seller, Southcross GP or any of their respective ERISA Affiliates may have any liability (whether actual or contingent).

“**Seller Credit Obligations**” has the meaning set forth in Section 8.03(c).

“**Seller Marks**” has the meaning set forth in Section 8.09.

“**Sellers**” has the meaning set forth in the introductory paragraph, and “**Seller**” will mean any of them.

“**Southcross**” has the meaning set forth in the introductory paragraph.

“**Southcross Entities**” has the meaning set forth in the introductory paragraph.

“**Southcross GP**” has the meaning set forth in the introductory paragraph.

“**Specified Contracts**” has the meaning set forth in Section 5.04(d).

“**Specified Contracts Schedule**” has the meaning set forth in Section 8.11.

“**Specified Termination Event**” has the meaning set forth in Section 12.02(b).

“**Stalking Horse Order**” means the Order of the Bankruptcy Court entered on August 30, 2019 D.I. 454 approving, among other things, the Expense Reimbursement, attached hereto as Exhibit G.

“**Straddle Period**” has the meaning set forth in Section 8.01(b)(ii).

“**Subsidiary**” means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors or similar managing body; *provided* that, for purposes of this Agreement, solely the Persons listed in Schedule 1.01(a) attached hereto will constitute Subsidiaries of Southcross.

“**Successful Bidder**” means the bidder with the highest or otherwise best bid as determined in accordance with the Bidding Procedures.

“**Superior Proposal**” means any bona fide proposal or offer submitted at or before the Auction by a party that is designated as the Successful Bidder at the Auction (other than Buyer or its Representatives) with respect to (a) any plan of reorganization or liquidation, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or equity interests or restructuring involving the Assets, or (b) any other direct or indirect acquisition involving the Assets, that, in each case, Southcross has determined in its business judgment (in consultation with the DIP Secured Parties) would, if consummated, result in a transaction superior to the Transactions. Notwithstanding the foregoing, any Expense Reimbursement under this Agreement will be treated as an administrative expense.

“**Systems**” has the meaning set forth in Section 5.07(d).

“**Tax**” or “**Taxes**” (and with correlative meaning, “**Taxable**”, “**Taxation**” “**Taxing**”) means (a) all federal, state, local or foreign taxes, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, escheat or unclaimed property obligations, property and estimated taxes and (b) all interest, penalties and additions to tax imposed by any Tax Authority in connection with any item described in clause (a).

“**Tax Authority**” means any Governmental Authority charged with the administration of any Applicable Law relating to Taxes, including the imposition, assessment or collection of Taxes.

“**Tax Return**” means any return, declaration, report, estimate, information return and statement required to be filed in respect of any Taxes (including any attachment thereto or amendment thereof).

“**TCM**” means Third Coast Midstream, LLC or one of its Affiliates.

“**Third Party**” means any Person other than a Seller, Buyer or any of their respective Affiliates.

“**Trade Secret**” has the meaning set forth in Section 5.07(e).

“**Trademarks**” means any trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature, and all goodwill associated therewith, any registration of the foregoing, and any application in connection therewith, including any such registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and all extensions or renewals of any of the foregoing.

“**Transaction Documents**” means this Agreement, the Transition Services Agreement, the Equity Commitment Letter and any other agreements, instruments or documents entered into pursuant to this Agreement.

“**Transactions**” means the transactions contemplated by this Agreement, the Transaction Documents and any Schedule, certificate or other document delivered pursuant hereto or thereto.

“**Transfer Taxes**” has the meaning set forth in Section 8.01(a).

“**Transferred Employees**” has the meaning set forth in Section 8.04(a).

“**Transition Services Agreement**” means a transition services agreement, substantially in the form attached hereto as Exhibit I.

“**Trustee**” has the meaning set forth in Section 13.14.

“**willful and material breach**” shall mean a material breach that is a consequence of an act or omission undertaken by the breaching Party with the knowledge that such act or omission would be a material breach of this Agreement.

Section 1.02. Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) *Calculation of Time Period.* When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(ii) *Dollars.* Any reference in this Agreement to “**Dollars**” or “**\$**” means United States dollars.

(iii) *Exhibits; Schedules; Disclosure Schedules.* All Exhibits, Schedules and Disclosure Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any

capitalized terms used in any Exhibit, Schedule or Disclosure Schedule but not otherwise defined therein will be defined as set forth in this Agreement.

(iv) *Gender and Number.* Any reference in this Agreement to gender includes all genders, and words imparting the singular number also include the plural and vice versa.

(v) *Headings.* The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) *Herein.* Words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) *Including.* The word “including” or any variation thereof means “including, without limitation”, and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) *Statute.* Unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder; *provided* that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance with, any Applicable Law, the reference to such Applicable Law means such Applicable Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(ix) *Contract.* References to a Contract mean such Contract as amended from time to time.

(x) *Documents Provided or Made Available.* References to documents or other materials “provided” or “made available” to Buyer shall mean that such documents or other materials were present prior to the date of this Agreement in the online data room maintained by Sellers for purposes of the Transactions and accessible by Buyer.

(b) *No Strict Construction.* Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman will be applied against any Person with respect to this Agreement.

ARTICLE 2
PURCHASE AND SALE

Section 2.01. Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Sellers will sell, transfer, assign, convey and deliver to Buyer, and Buyer will purchase, acquire and accept from Sellers, the Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) The “**Assets**” means all right, title and interest of any Seller in, to or under the following, other than any Excluded Assets:

(i) the natural gas gathering and transmission pipelines, pipeline systems, flowlines, and gathering and processing systems (whether such pipelines and facilities are operating, being built or idle) of such Seller located in Mississippi or Alabama, including those described and depicted on the plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such pipelines, pipeline systems, flowlines, and gathering and processing systems or elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Pipeline Systems**”);

(ii) the processing, fractionating, gathering and treating plants, compression stations and other facilities of such Seller located in Mississippi and Alabama, including those described and depicted on the plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such processing, fractionating, gathering and treating plants, compression stations and other facilities or elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Plants**”);

(iii) to the extent not described in Section 2.01(b)(i) or (ii), all items of tangible personal property or equipment owned or held primarily for use by such Seller in connection with its ownership or operation of the Pipeline Systems, Plants and other Assets, including the vehicles listed on Exhibit A-3;

(iv) all inventory held by such Seller for use in connection with the Pipeline Systems or Plants;

(v) all fee interests, rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits, privileges and leases (surface and subsurface) owned or held for use by such Seller or hereinafter acquired by Sellers prior to Closing, in each case, in connection with the Pipeline Systems or Plants and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto (in each case, excluding unexpired leases that are 365 Contracts) (collectively, the “**Real Property Interests**”);

(vi) all Contracts that constitute, as of the Closing Date, Desired 365 Contracts (collectively, the “**Assigned Contracts**”);

(vii) all Permits of any Governmental Authority, and all Orders of any Governmental Authority (in each such case, whether preliminary or final) required of such Seller for the ownership, operation or use of the Assets;

(viii) all books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent primarily relating to any Asset, Transferred Employee and/or to any Assumed Liabilities, together with copies, but not originals, of books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent relating, but not primarily relating, to any Asset, Transferred Employee and/or to any Assumed Liabilities (collectively, the “**Records**”);

(ix) all rights, claims, accounts and causes of action (including warranty and similar claims) associated with the Assets and immunities related to same, arising out of events occurring at or after the Closing, including all income, proceeds, revenue, receipts, and credits earned with respect to the Assets from and after the Closing Date;

(x) all warranty or indemnity claims that may be made against any Person, other than Sellers or any Affiliate thereof, under any Assigned Contract, in each case, relating to the Assets, or any products or services provided in connection therewith;

(xi) all advance payments, prepayments, prepaid expenses, deposits (other than the Bankruptcy Deposits) or the like (other than Taxes), in each case related to the Assets and made by or on behalf of such Seller before the Closing Date;

(xii) all rights to proceeds under the Insurance Policies to the extent related to the Assets (other than insurance proceeds relating to a Casualty Loss (A) that are used by Sellers to repair the applicable Casualty Loss or (B) with respect to which (and only to the extent to which) the Cash Purchase Price is reduced in accordance with Section 8.07 hereof);

(xiii) all Intellectual Property;

(xiv) all goodwill and other intangible assets associated with the Business, including all customer relationships and goodwill of the Business, and all information and documents related thereto; and

(xv) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Assets (including against any counterparty of any Assigned Contract), including any proceeds thereof.

Section 2.02. Excluded Assets. Notwithstanding the foregoing, nothing herein will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term “**Excluded Assets**” means all assets of any Seller other than the Assets, including:

(a) any amounts (including the Purchase Price) paid or payable to any of the Sellers pursuant to this Agreement;

(b) all cash and cash equivalents (including any cash that is collateralizing any letters of credit issued pursuant to the DIP Credit Agreement) and accounts and trade receivables of any of the Sellers;

(c) any shares of capital stock or other equity interest of any of the Sellers or any of Sellers’ Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller or any of Sellers’ Subsidiaries;

(d) all minute books, stock ledgers, corporate seals and stock certificates of any of the Sellers;

(e) all Excluded Records;

(f) all Excluded Contracts, including all rights thereunder;

(g) all rights to any Tax refunds, credits, statements, receivables or rebates or reimbursement for other costs borne by any of the Sellers attributable to any period (or portion thereof) ending on or prior to the Closing Date;

(h) all Insurance Policies and rights to proceeds thereof to the extent related to the Excluded Assets, Excluded Liabilities or the operation of the Excluded Assets;

(i) all rights, claims or causes of action by or in the right of any of the Sellers against any current or former director or officer of any of the Sellers;

(j) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof, except to the extent related to the Assets;

(k) any rights, claims or causes of action of any of the Sellers under this Agreement, any other Transaction Document or the Confidentiality Agreement;

(l) each 365 Contract that, as of the Closing Date, is not designated as a Desired 365 Contract;

(m) (i) any attorney-client privilege and attorney work-product protection of any of the Sellers or associated with the Business as a result of legal counsel representing any of the Sellers or the Business in connection with the Transactions; (ii) all documents subject to the attorney-client privilege and work-product protection described in the foregoing clause (i); and (iii) all documents maintained by any of the Sellers relating to the drafting, negotiation, execution, delivery and performance of this Agreement, any other Transaction Document or any agreements with any other bidder in connection with any sale process previously conducted by or in which any of the Sellers were previously involved, including the sale process leading to the entry into this Agreement; *provided, however*, that for the avoidance of doubt, clauses (i) and (ii) shall not include any attorney-client and work-product privileges related to transferred claims or causes of action identified in Section 2.01;

(n) all bank accounts, safety deposit boxes, lock boxes and securities accounts of any of the Sellers and the contents thereof;

(o) all assets in respect of, arising from, or relating to the Seller Benefit Plans;

(p) all outside of the Ordinary Course of Business deposits made or required to be made by any of the Sellers to suppliers or customers after the Petition Date as a result of the filing of the Bankruptcy Cases (collectively, the “**Bankruptcy Deposits**”); and

(q) all Hedge Contracts.

Section 2.03. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer will assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively, the “**Assumed Liabilities**”):

(a) *Generally.* All Liabilities arising from the ownership or operation of the Assets by Buyer at and after the Closing (including the amount of any Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period as determined pursuant to Section 8.01(b)(ii));

(b) *Assigned Contracts.* All of Sellers’ Liabilities under the Assigned Contracts, to the extent (i) first arising at or after the Closing or (ii) arising prior to the Closing to the extent requiring performance at or after the Closing other than payment of Liabilities incurred prior to the Closing, in each case, excluding any Liabilities arising from any breach prior to the Closing or as a result of Closing or any event, circumstance or condition first occurring or existing prior to the Closing that, with notice, lapse of time or both, would constitute or result in a breach by the Sellers of any obligations thereunder;

(c) *Real Property Interests.* All of Sellers’ Liabilities under the Real Property Interests arising from facts and circumstances first occurring after the Closing;

(d) *Properties.* All Decommissioning Obligations of Sellers or otherwise relating to the Assets, whether arising prior to, at or after the Closing (but, for clarity, excluding any Decommissioning Obligations to the extent relating to the Excluded Assets);

(e) *Taxes.* (i) All Transfer Taxes and (ii) all other Liabilities for Taxes arising from the ownership, or arising from the operation, of the Assets by Buyer following the Closing;

(f) *Environmental.* All Liabilities relating to the Assets arising under any Environmental Law after the Closing that do not constitute Excluded Liabilities under Section 2.04(k); and

(g) *Transferred Employees.* All Liabilities in respect of any Transferred Employee for periods after the Closing.

Section 2.04. Excluded Liabilities. Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers other than the Assumed Liabilities, whether related to the Business or the Assets and whether disclosed on the Disclosure Schedules, and regardless of when or by whom asserted (such Liabilities, collectively, the “**Excluded Liabilities**”), including the following:

(a) any Liabilities of any Seller under this Agreement, any other Transaction Document or any other agreement entered into by any Seller in connection with the Transactions (other than the Assumed Liabilities);

(b) any Liabilities of any Seller for expenses, fees or Taxes (subject to Section 8.01) incident to or arising out of the negotiation, preparation, approval or authorization of this Agreement or the consummation (or preparation for the consummation) of the Transactions (including all attorneys’ and accountants’ fees, and brokerage fees);

(c) subject to Section 8.01, any Liabilities of any Seller for Taxes for any period;

(d) all Cure Costs;

(e) any Liabilities of any Seller (i) arising by reason of any violation or alleged violation of any federal, state, local or foreign law or any requirement of any Governmental Authority or (ii) arising by reason of any breach or alleged breach by any Seller of any agreement, contract, lease, license, commitment, instrument, or Order;

(f) any Liabilities of any Seller relating to any Proceeding arising out of or in connection with the conduct of the Business or any other conduct of any Seller or its officers, directors, employees, consultants, agents or advisors, in each case, prior to the Closing;

(g) any Liabilities of any Seller for Indebtedness;

(h) any Liabilities of any Seller to the extent related to any of the Excluded Assets;

(i) any and all Liabilities of any Seller under any Contract of Sellers that is not an Assigned Contract whether accruing prior to, on, or after the Closing Date;

(j) any and all Liabilities in any way attributable to (i) the employment or service of current or former employees, directors or consultants of Sellers or Southcross GP or any current or former Subsidiary of Sellers or Southcross GP who is not a Transferred Employee, regardless of whether such Liability is attributable to the period before, on or after the Closing Date, (ii) the employment or service of Transferred Employees to the extent attributable to any action, event, circumstance or condition arising on or prior to the Closing, or (iii) any Seller Benefit Plan;

(k) any and all Liabilities arising under or relating to any Environmental Law to the extent arising from facts, conditions or occurrences arising prior to the Closing and that arise from or relate to (i) the ownership or operation of the Business or the Assets prior to the Closing (including the disposal or transportation prior to the Closing Date of any Hazardous Substances generated, handled, or stored by or at the Assets to any property other than the Assets), (ii) any action or inaction of Sellers or of any Third Party relating to the Business or the Assets prior to the Closing, (iii) any formerly owned, leased or operated properties of Sellers, or (iv) any condition first occurring or arising prior to the Closing with respect to the Business or the Assets;

(l) any and all Liability for (i) costs and expenses incurred by Sellers or owed in connection with the administration of the Bankruptcy Cases (including claims under section 503(b)(9) of the Bankruptcy Code or for U.S. Trustee fees, fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Sellers, or any official or unofficial creditors' or equity holders' committee, or fees and expenses of the post-petition lenders or the pre-petition lenders incurred or owed in connection with the administration of the Bankruptcy Cases), and (ii) all costs and expenses arising out of or related to any Third Party claims made against Sellers prior to the Closing, including any such warranty or product claims;

(m) any Liabilities of any Seller arising out of or in connection with any death or personal injury to any Person sustained on or in connection with the Assets prior to the Closing Date;

(n) all of Sellers' Liabilities under any Hedge Contracts, whether arising prior to, at or after the Closing, including Liability for any termination or similar payments relating thereto;

(o) all accounts payable and accrued expenses or other obligations related to the Business, the Assets or the operation thereof prior to the Closing; and

(p) any other Liabilities of any Seller not expressly assumed by Buyer pursuant to Section 2.03.

Section 2.05. Desired 365 Contracts; Cure Costs.

(a) Schedule 2.05(a) sets forth a complete list as of the date hereof of all 365 Contracts that Buyer intends to assume at the Closing (the "**Desired 365 Contracts**"). Upon Closing, subject to the terms and conditions hereof, Sellers will assign the Desired 365 Contracts to Buyer, and Buyer will assume all Liabilities pursuant thereto arising after the Closing. Sellers shall be responsible for, and will pay or cause to be paid, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, all Cure Costs relating to the Desired 365 Contracts as and

when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order.

(b) At any time prior to the Closing Date, except as otherwise provided in the Bidding Procedures Order, the Stalking Horse Order and/or the Sale Order, Buyer will have the right, in consultation with Sellers, to provide written notice to Sellers of Buyer's election to:

(i) designate a 365 Contract (including any 365 Contract that is a Desired 365 Contract immediately before such designation) as an Excluded Contract and Excluded Asset, and upon such designation such 365 Contract will constitute an Excluded Contract and Excluded Asset (and, if applicable, will cease to constitute an Asset); and

(ii) designate a 365 Contract as a Desired 365 Contract, and upon such designation such 365 Contract will constitute an Asset and Assigned Contract and will be conveyed to Buyer under this Agreement at Closing (and, if applicable, will cease to constitute an Excluded Asset), so long as (A) such 365 Contract is added to the Assigned Contracts prior to the entry of any Order of the Bankruptcy Court approving the rejection of such 365 Contract, and (B) the Third Party to such 365 Contract receives information evidencing Buyer's adequate assurance of future performance and has an opportunity to object within such period of time set forth in an Order of the Bankruptcy Court.

(c) To the extent that Buyer makes a valid designation with respect to any 365 Contracts pursuant to clause (b) above, the applicable Exhibits and Schedules to this Agreement will be deemed to have automatically been updated (without action of any Party or Person) to reflect such designation.

(d) If Buyer exercises its rights in clause (b) above to designate a 365 Contract as a Desired 365 Contract or as an Excluded Asset (as the case may be), then the Parties acknowledge and agree that there will be no reduction in the Purchase Price as a result of such designation or change in designation, nor will there be any delay to the Closing; *provided, however*, that either such designation may increase or decrease (as applicable) the extent of (i) the Assumed Liabilities or (ii) the Cure Costs.

Section 2.06. Assignment of Assets Subject to Consent Requirements. Notwithstanding any other provision of this Agreement to the contrary, this Section 2.06 shall apply with respect to any Asset subject to a requirement that provides that an attempted assignment or transfer of such Asset, without the prior approval, authorization or consent of, or granting or issuance of any license or Permit by, any Third Party thereto would (x) constitute a breach of any Applicable Law or Order, (y) be void or voidable or (z) adversely affect the rights of any Seller thereunder so that Buyer would not in fact receive all such rights (each such requirement, a "**Necessary Consent**") and for which the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. If, following the procedures set forth in Section 7.03, any Necessary Consents described in the foregoing sentence are not obtained prior to the Closing Date, then, subject to the terms and conditions hereof:

(a) the Closing will proceed with respect to the remaining Assets, and there will be no reduction in the Purchase Price as a result thereof;

(b) for a period of six months after the Closing Date, Sellers and Buyer will use their respective commercially reasonable efforts (at the sole expense of Buyer and at no expense and without any Liability to Sellers) to obtain such Necessary Consents with respect to any such purchased Asset for the assignment or transfer thereof to Buyer as Buyer may reasonably request; *provided* that Sellers will not be obligated to pay any money or incur any liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consent or approval;

(c) upon obtaining any Necessary Consent, the applicable Seller(s) shall promptly convey, transfer, assign and deliver, or cause to be conveyed, transferred, assigned and delivered, the Asset affected by such Necessary Consent to Buyer at no additional cost; and

(d) if any Necessary Consent is not obtained by six months after the Closing Date, Sellers and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and without the need to obtain such Necessary Consent, and at no expense and without any Liability to Sellers, and for a period no longer than the date that is twelve months after the Closing Date, under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing, or sub-leasing to Buyer, or under which such Sellers would enforce their rights thereunder for the benefit of Buyer with Buyer assuming such Seller's obligations and any and all rights of such Seller against a Third Party thereto.

Section 2.07. Misallocated Assets. Subject to Section 2.06, if after the Closing (i) Buyer or any of its Affiliates holds or receives any Excluded Assets or Excluded Liabilities or (ii) any Seller or their respective Affiliates holds or receives any Assets or Assumed Liabilities, Buyer or the applicable Seller will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party.

Section 2.08. Further Assurances. From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to each Seller and their successors and assigns, the assumption of the Liabilities intended to be assumed by Buyer under this Agreement, and to otherwise make effective the Transactions; *provided* that nothing in this Section 2.08 will prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

ARTICLE 3 PURCHASE PRICE

Section 3.01. Purchase Price. The aggregate purchase price for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Assets will consist of the following (collectively, the "**Purchase Price**"):

(a) \$31,500,000 in cash (the “**Cash Purchase Price**”), as adjusted:

(i) pursuant to Section 8.01 by a positive or negative amount equal to the difference of (A) the aggregate Periodic Non-Income Taxes attributable to any period (or portion thereof) that begins on or after the Closing Date that were paid by Sellers on or prior to the Closing Date and (B) the aggregate Periodic Non-Income Taxes attributable to any period (or portion thereof) that ends before the Closing Date that have not been paid by Sellers as of the Closing Date (such positive or negative adjustment amount, the “**Periodic Non-Income Tax Cash Amount**”);

(ii) downward pursuant to Section 8.07 as a result of a Casualty Loss, if applicable; and

(iii) downward pursuant to Section 8.08 as a result of a condemnation event, if applicable; and

(b) the assumption of the Assumed Liabilities.

The Purchase Price will be delivered by Buyer as set forth in Section 4.02.

Section 3.02. Good Faith Deposit. Pursuant to the terms of the Deposit Escrow Agreement, Buyer has deposited with the Escrow Agent \$3,150,000 (the “**Deposit Amount**”) in cash on the date hereof, which will be released by the Escrow Agent and delivered to either Buyer or Sellers (as directed by Southcross), in accordance with the provisions of the Deposit Escrow Agreement and the Bidding Procedures. Pursuant to the Deposit Escrow Agreement, the Deposit Amount will be distributed as follows (and Buyer and Southcross will deliver joint written instructions to the Escrow Agent to effect such distributions as and when required hereunder):

(a) if the Closing occurs, the Deposit Amount will be delivered to Sellers (as directed by Southcross) and applied towards the amount payable by Buyer pursuant to Section 3.01;

(b) if this Agreement is terminated by Southcross pursuant to Section 12.01(d) the Deposit Amount will be delivered to Sellers (as directed by Southcross) within two Business Days after such termination by wire transfer of immediately available funds to the accounts designated in writing by Southcross, which shall constitute liquidated damages under this Agreement and, unless this Agreement is terminated by Southcross pursuant to Section 12.01(d) in connection with a willful and material breach of this Agreement by the Buyer, shall, upon delivery by Buyer of such documentation to the Escrow Agent as is necessary to cause the release of the Deposit Amount to Sellers, be the sole and exclusive remedy available to Sellers in the event of any termination of this Agreement in accordance with Section 12.01(d). The Parties each acknowledge and agree that (i) Sellers’ actual damages upon the event of such a termination of this Agreement are difficult to ascertain with any certainty, (ii) the retention of the Deposit Amount is a fair and reasonable estimate by the Parties of such aggregate actual damages of Sellers, and (iii) such liquidated damages do not constitute a penalty (provided that the foregoing shall not limit Sellers’ right to recover damages in excess of the Deposit Amount following

termination of this Agreement in accordance with Section 12.01(d) in connection with a willful and material breach of this Agreement by Buyer); and

(c) if this Agreement is terminated for any other reason other than as described in Section 3.02(b), the Deposit Amount will be returned to Buyer within two Business Days after such termination by wire transfer of immediately available funds to the accounts designated in writing by Buyer.

ARTICLE 4 CLOSING

Section 4.01. Closing Date. Subject to the satisfaction of the conditions set forth in Article 9, Article 10 and Article 11 hereof (or the waiver thereof by each Party entitled to waive that condition), the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the “**Closing**”) will take place at the offices of Gibson, Dunn & Crutcher LLP, 811 Main Street, Suite 3000 Houston, Texas 77002, at 10:00 a.m. local time on the date that is three Business Days after the satisfaction or waiver of the conditions set forth in Article 9, Article 10 and Article 11 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another place, date or time is agreed to in writing by Southcross and Buyer. The date and time at which the Closing actually occurs is hereinafter referred to as the “**Closing Date.**”

Section 4.02. Payments on the Closing Date. At the Closing, Buyer will pay an amount equal to (a) the Cash Purchase Price as adjusted upward or downward pursuant to Section 3.01(a), *minus* (b) the Deposit Amount in cash by wire transfer of immediately available funds to the account designated in writing by Southcross at least three Business Days prior to the Closing Date.

Section 4.03. Buyer’s Deliveries. At the Closing, Buyer will deliver or cause to be delivered to Sellers (or such other Persons where so designated):

- (a) the payments required to be made at the Closing pursuant to Section 4.02.
- (b) the Master Assignment, the Assignments and each other Transaction Document to which Buyer is a party, duly executed (and acknowledged, where applicable) by Buyer in sufficient duplicate originals to allow filing in all appropriate jurisdictions and offices;
- (c) the Transition Services Agreement, duly executed by Buyer; and
- (d) a certificate executed by a duly authorized officer of Buyer, dated as of the Closing Date, certifying that the conditions set forth in Section 11.01 and Section 11.02 have been satisfied.

Section 4.04. Seller’s Deliveries. At the Closing, each Seller will deliver to Buyer:

- (a) the Master Assignment, the Assignments and each other Transaction Document to which such Seller is a party (including letters-in-lieu of transfer orders), duly executed (and

acknowledged, where applicable) by such Seller in sufficient duplicate originals to allow filing in all appropriate jurisdictions and offices;

(b) warranty deeds for the Owned Real Property, conveying good and marketable fee simple title in such real property, each duly executed by an authorized officer of the relevant Seller or Affiliate, as applicable, in recordable form and conforming to local Applicable Law, in a form to be mutually agreed upon by the parties (the “**Deeds**”);

(c) all operator and other forms required by any Governmental Authority that are necessary to transfer operatorship of the Assets to Buyer or its designee, duly executed by Seller;

(d) the Transition Services Agreement, duly executed by Southcross;

(e) a certificate executed by a duly authorized officer of each Seller, dated as of the Closing Date, certifying that the conditions set forth in Section 9.01 and Section 9.02 have been satisfied; and

(f) a certificate of non-foreign status of each Seller (or, if such Seller is a disregarded entity within the meaning of Treasury Regulations Section 1.1445-2(b)(2)(iii), the entity that is treated as the transferor of property for U.S. federal income Tax purposes) meeting the requirements of Treasury Regulation Section 1.1445-2(b)(2).

Section 4.05. Designated Buyer(s). In connection with the Closing, Buyer shall be entitled to designate one or more Subsidiaries to (a) purchase specified Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount, as applicable; (b) assume specified Assumed Liabilities; and/or (c) employ specified Applicable Employees on and after the Closing Date, so long as (i) Buyer designates any such Subsidiaries by written notice to Southcross at least ten Business Days in advance of the Closing Date and (ii) no such designation would delay or otherwise impede the Transactions (any such other party that shall be properly designated by Buyer in accordance with this clause, a “**Designated Buyer**”). At the Closing, Buyer shall, and shall cause its Designated Buyer(s) to, honor its obligations at the Closing. Any reference to Buyer made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall include reference to the appropriate Designated Buyer(s), if any.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, each Seller, severally and not jointly, solely with respect to itself and no other Seller, represents and warrants the following to Buyer:

Section 5.01. Organization and Good Standing. Such Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, such Seller has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Such Seller is duly qualified, licensed or otherwise authorized to do business and is in good standing in each

jurisdiction where the character of its business or the nature of its properties makes such qualification, licensing or authorization necessary, except for such failures to be so qualified, licensed, authorized or in good standing as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02. Authority; Validity. Subject to entry of the Stalking Horse Order, the Sale Order and such other authorization as is required by the Bankruptcy Court, such Seller has the requisite power and authority necessary to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is or will be a party and to consummate the Transactions, and the execution, delivery and performance of this Agreement and such other Transaction Documents and the consummation by such Seller of the Transactions have been duly and validly authorized and approved by all requisite corporate or organizational action on the part of such Seller. This Agreement has been duly and validly executed and delivered by such Seller and each other Transaction Document required to be executed and delivered by such Seller at the Closing will be duly and validly executed and delivered by such Seller at the Closing. Subject to entry of the Stalking Horse Order and the Sale Order, and assuming the due authorization, execution and delivery by the other Parties, no other action on the part of such Seller or its Affiliates is necessary to authorize this Agreement or the other Transaction Documents to which such Seller is or will be a party and this Agreement and such other Transaction Documents, when so executed and delivered, will constitute the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Applicable Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether such principles are considered in a Proceeding at law or in equity.

Section 5.03. Governmental Authorizations; No Conflict. Except for (a) entry of the Bidding Procedures Order, the Sale Order and/or the Stalking Horse Order, and (b) items listed on Disclosure Schedule 5.03, such Seller is not required to give any notice to, make any filing, declaration or registration with or obtain any consent or approval from any Person (including any Governmental Authority) in connection with the execution, delivery and performance by such Seller of this Agreement and the other Transaction Documents to which it is or will be a party or the consummation or performance by such Seller of any of the Transactions, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business. When the consents and other actions described in the preceding sentence, including entry of the Stalking Horse Order and the Sale Order, have been obtained and taken, the execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is or will be a party, the consummation of the Transactions, and the performance by Sellers of their respective obligations hereunder and thereunder, will not result in (i) any conflict with any certificate of incorporation, bylaws or other governing documents of such Seller, (ii) the breach or violation of any of the terms and provisions of, or constitute a default (with or without notice or lapse of time or both) under, or conflict with, or cause any acceleration, amendment, modification, cancellation, termination or right of termination of any obligation of such Seller under any Assigned Contract to which such Seller is or the Assets owned or held by it are bound, (iii) a violation of, conflict with or default under any Order applicable to such Seller or any of the

Assets owned or held by it or any Applicable Law or Permit, (iv) the creation in any Person of the right to allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect the rights of such Seller with respect to the Assets or (v) the creation of any Encumbrance on the Assets, except, in the case of clauses (ii), (iii) and (iv), as would not, individually or in the aggregate, reasonably be expected to be material to the Business.

Section 5.04. Material Contracts.

(a) Disclosure Schedule 5.04(a) sets forth a true, correct and complete list of all 365 Contracts related to the Business to which a Seller or Southcross GP is a party as of the date hereof, which are material to the Business (the “**Proposed Assumed Contracts Schedule**” and, such contracts, the “**Material Contracts**”). The Proposed Assumed Contracts Schedule describes Sellers’ good faith estimate of the monetary amounts that must be paid and nonmonetary obligations that otherwise must be satisfied, including pursuant to section 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code, in order for Buyer to assume the 365 Contracts pursuant to this Agreement. Seller has properly served the Proposed Assumed Contracts Schedule on each respective counterparty in accordance with the Bidding Procedures Order.

(b) Each Material Contract is in full force and effect and is a legal, valid and binding obligation of such Seller(s) party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, and is enforceable against such Seller(s) and the other parties thereto except as such legality, validity and enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally, (ii) equitable principles of general applicability (whether considered in a Proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event or condition has occurred which, with the passage of time or the giving of notice, or both, would constitute a breach or default of any Seller under, or to the Knowledge of Sellers, any other Person under, or a violation of, any Material Contract or which would cause the acceleration of any obligation of such Seller or, to the Knowledge of Sellers, any other party thereto or the creation of a material Encumbrance upon any material Asset. Seller is not, and to the Knowledge of Sellers, no other party thereto is, seeking to renegotiate or redetermine any Material Contract in any material respect. Sellers have delivered or made available to Buyer true and complete copies of all Material Contracts including any amendments thereto.

(c) Disclosure Schedule 5.04(c) contains a true, correct and complete list of the following 365 Contracts to which a Seller or Southcross GP is a party as of the date hereof:

(i) any Contract that requires such Seller or its Affiliates to purchase total requirements of any product or service from a Third Party or that contain take-or-pay or similar provisions or keep-whole agreements (which for avoidance of doubt shall not include NAESBs or the related transaction confirmations); and

(ii) any Contract that limits, or purports to limit, the ability of any Seller to compete in any line of business or with any Person or in any geographic area or during any period of time, including area of mutual interest agreements, or that restricts the right of any Seller to sell to or purchase from any Person or to hire any Person, or that grants the counterparty or Third Party “most favored nation” status.

(d) The Specified Contracts Schedule, when delivered pursuant to Section 8.11 hereof, will contain a true, correct and complete list of the following 365 Contracts to which a Seller or Southcross GP is a party (or is a successor or assign of a party) as of the date of delivery of the Specified Contracts Schedule (collectively, the “**Specified Contracts**”):

(i) any gathering, transportation, processing, storage, marketing, purchase, sales or services Contract, in each case, (A) which Sellers reasonably expect to result in future payments by or to one or more Sellers, annually of more than \$200,000 (gross to the interest of all Sellers) and (B) is not cancellable without penalty by 90 days or less prior written notice;

(ii) any Contract that constitutes a pipeline interconnect or facility operating agreement;

(iii) any joint development, participation, partnership or joint venture Contract;

(iv) any Contract containing an acreage dedication, well dedication, production dedication, minimum volume commitment or other similar provision;

(v) any Contract with any Governmental Authority (excluding any rights-of-ways, easements or similar Contracts or Permits);

(vi) any employment Contract with respect to any Applicable Employee or consulting Contract with respect to any independent contractor who provides material services with respect to the Business;

(vii) any Contract with any Affiliate of a Seller (excluding any Contract between Sellers);

(viii) any Contract pursuant to which any Seller is the lessee or lessor of any tangible personal property related to the Business that involves an aggregate future or potential liability or receivable, as the case may be, in excess of \$200,000, and that cannot be terminated without penalty or future payment (other than previously accrued payment obligations that are less than \$50,000) and without more than 30 days’ notice;

(ix) any (A) pending Contract for the sale or purchase of any Owned Real Property or (B) any Contracts for the sale or purchase of any Owned Real Property entered into for which there are surviving obligations owed by any Seller to another Person;

(x) any Contracts to sell, lease, exchange or otherwise dispose of all or any material part of the Assets (other than Real Property Interests or inventory) that will be binding on the Assets after Closing;

(xi) any Contract relating to settlement of any Proceedings relating to the Assets for settlement amounts in excess of \$200,000 (excluding amounts paid by insurance);

(xii) any transaction confirmation associated with a NAESB base Contract for the purchase or sale of natural gas or natural gas liquids that had an initial term of 12 months or more and has remaining term after August 31, 2019; and

(xiii) any Contract, other than gathering, transportation, connection, processing, storage, marketing, purchase, sales and services Contracts and NAESB base Contracts (and related transaction confirmations), that does not meet the definitions set forth in clauses (i) through (xii) above, whether or not made in the Ordinary Course of Business, that (A) Sellers reasonably expect to result in a future or potential liability or receivable, as the case may be, in excess of \$200,000 on an annual basis or in excess of \$100,000 over the current Contract term, and has a term greater than one year and cannot be cancelled by a Seller without penalty or further payment (other than previously accrued payment obligations that are less than \$50,000) and without more than 90 days' notice, or (B) is material to the Business or the Assets taken as a whole.

Section 5.05. Outstanding Capital Commitments. There are no outstanding authorizations for expenditure or similar requests or invoices for funding or participation for capital contributions under any Contract that are binding on the Assets owned by such Seller that such Seller reasonably anticipates will individually (and together with related authorizations or requests) require expenditures of more than \$200,000 by Buyer after the Closing.

Section 5.06. Compliance with Laws; Permits. The ownership and operation of the Assets by such Seller is, and since January 1, 2018 has been, conducted in compliance in all respects with all Applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business. Disclosure Schedule 5.06 sets forth all material Permits necessary for Sellers to own, lease and operate the Assets or to carry on the Business in all material respects as it is being conducted on the date hereof (the "**Business Permits**"). Each of the Business Permits has been obtained by the applicable Seller and is in full force and effect and will continue to be in full force and effect on materially identical terms following the Closing. Such Seller has not received notice of default under any such material Permit with respect to the Assets owned or held by such Seller and no action, claim or Proceeding is pending or, to the Knowledge of Seller, threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid. No violations, breaches, or defaults exist, or since January 1, 2018 have existed, in respect of such Permits in any material respect, except for such non-compliance and such facts, conditions or circumstances, the subject of which have been finally resolved. The Transactions will not adversely affect the validity of any such Permit or cause a cancellation of such Permit.

Section 5.07. Intellectual Property.

(a) Disclosure Schedule 5.07(a) sets forth a list of all registrations and applications for any Patents, Trademarks and Copyrights included in the Owned Intellectual Property as of the date hereof (collectively, “**Registered Intellectual Property**”).

(b) Except as limited by Section 365(c)(1)(A) of the Bankruptcy Code, such Seller owns all Intellectual Property or has valid licenses to use all Intellectual Property used by it in connection with the Business in the Ordinary Course of Business.

(c) As of the date hereof, no Proceedings are pending or, to the Knowledge of such Seller, threatened against such Seller with regard to the ownership by such Seller of any Owned Intellectual Property or the validity or enforceability of any Registered Intellectual Property, or with regard to alleged infringement or misappropriation by any Seller of any Person’s intellectual property. The operation and conduct of the Business by such Seller, as presently conducted, does not infringe, misappropriate or otherwise violate any intellectual property rights of any Person. To the Knowledge of Sellers, no Person is infringing, misappropriating or otherwise violating any Owned Intellectual Property owned or held by such Seller and no such actions are currently being asserted or threatened against any Person by such Seller.

(d) Such Seller has taken commercially reasonable steps and implemented commercially reasonable safeguards intended to cause the computer, information technology and data processing systems, facilities and services owned or controlled by such Seller and used in connection with the conduct of the Business of such Seller (“**Systems**”) to be secure from unauthorized access and free from any material defects, disabling codes or instructions, spyware, trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials. There has been no failure, breakdown or continued substandard performance of any Systems that has caused a disruption or interruption in or to any use of the Systems or the conduct of the Business, except where such failure, breakdown or substandard performance was not material to the Business. Such Seller has implemented and maintained security, backup and disaster recovery policies, procedures and systems with respect to the Business consistent with generally accepted industry standards.

(e) Such Seller has taken measures to maintain in confidence all confidential information owned or possessed by such Seller included in the Assets (“**Trade Secret**”). No Trade Secret has been disclosed by Sellers to any person other than employees, consultants, contractors or other Third Parties who had a need to know and who used such Trade Secret in the ordinary course of employment or contractual performance subject to a confidentiality agreement or obligation.

Section 5.08. Legal Proceedings. Except for the Bankruptcy Cases and any adversary Proceedings or contested motions commenced in connection therewith, there is no Proceeding or Order pending, outstanding or, to such Sellers’ Knowledge, threatened by any Person (a) to which the Assets are subject and that are, individually or in the aggregate, reasonably expected to be material to the Business, (b) that challenges the validity or enforceability of the obligations of such Seller or any of its Affiliates, as applicable, under this Agreement and the other Transaction Documents to which it or its Affiliates is or will be a party or (c) against such Seller that seeks to, or would reasonably be expected to, prevent, restrain, materially delay, prohibit, or otherwise

challenge the consummation, legality or validity of the Transactions. Except as set forth on Disclosure Schedule 5.08, there is no Order enjoining such Seller from engaging in or continuing any conduct or practice, or requiring such Seller to take any action, in connection with the ownership, lease, possession, use or operation of the Assets owned or held by such Seller, and neither such Seller nor any of its Affiliates is subject to any outstanding or unsatisfied Order, judgment or decree relating to the Assets other than, in each case, Orders of general applicability to participants in the relevant industry or sector.

Section 5.09. No Take-or-Pay Obligations. There are no arrangements under any of the 365 Contracts by which such Seller will be obligated by virtue of a prepayment or take-or-pay arrangement, production payment or other arrangement to sell, gather, transport or deliver Hydrocarbons at some future time without being entitled to receive full payment therefor at or after the time of delivery. Seller is not obligated to pay any penalties or other payments under any of the 365 Contracts as a result of the delivery of quantities of Hydrocarbons from the Assets in excess of or below the contract requirements under such 365 Contract.

Section 5.10. Brokers or Finders. Except for fees and expenses payable to Evercore Group, L.L.C. (which fees and expenses shall be Excluded Liabilities hereunder), such Seller has not incurred any obligation or Liability, contingent or otherwise, for brokerage, financial advisors' or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the other Transaction Documents or the Transactions for which Buyer is or will become liable.

Section 5.11. Environmental Matters. Except for facts, circumstances or conditions that would not, individually or in the aggregate, reasonably be expected to be material to the Business:

(a) the Assets and the operation of the Assets are and, for the three years prior to this Agreement, have been in compliance with applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Governmental Authorizations required under Environmental Law;

(b) with respect to any Seller's operation of the Assets owned or held by such Seller, neither such Seller, nor any of their predecessors-in-interests which are or were Affiliates, have received any written notice (including requests for information) alleging or relating to non-compliance with or violation of or Liabilities under applicable Environmental Law from any Governmental Authority or other Person, the subject matter of which is unresolved;

(c) there is no Proceeding or Order pending, outstanding, or threatened in writing against any Seller pursuant to Environmental Law with respect to the Assets owned or held by such Seller or any Seller's or their respective predecessor-in-interest's (to the extent the predecessor-in-interest is or was an Affiliate) operation of such Assets;

(d) (i) there has been no Release of any Hazardous Substance at, on, about, under, from, to, within, or migrating to or from the Assets (A) during the time in which any of the Sellers, or any of their predecessors-in-interest which are or were Affiliates, owned or operated the Assets, or (B) to the Knowledge of Sellers, prior to such Sellers' respective periods of

ownership or operation, and (ii) to the Knowledge of Sellers, there has been no Release at any property to which waste generated, handled, or stored by or at the Assets was sent for disposal; and

(e) no Seller, nor any predecessor-in-interest thereof which was or is an Affiliate, has given in an Assigned Contract any indemnity for, or a release or waiver of liability that would waive or impair any claim based on, the presence or Release of Hazardous Substances against or in favor of any Person who may be potentially responsible for the presence or Release of such Hazardous Substances.

Section 5.12. Title.

(a) Disclosure Schedule 5.12(a)(i) sets forth a complete and accurate list of all Real Property Interests owned in fee by Sellers as of the date hereof (“**Owned Real Property**”). Such Seller does not currently lease any parcel or any portion of any parcel of any Owned Real Property to any other Person.

(b) Disclosure Schedule 5.12(b)(i) sets forth a complete list of all Real Property Interests that are leased by Sellers as of the date hereof (“**Leased Real Property**”) and the associated Contracts. Each of the Contracts under which such Seller holds title to any Leased Real Property constitutes the legal, valid, binding and enforceable obligation of such Seller and is in full force and effect in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors’ rights generally or general principles of equity (regardless of whether enforcement is sought in a Proceeding in equity or at law). Sellers have made available to Buyer true and complete copies of each Contract relating to the Leased Real Property. Except as set forth on Disclosure Schedule 5.12(b)(ii), there is not any current sublease or assignment entered into by such Seller in respect of the Leased Real Property or any portion thereof.

(c) Such Seller has good and valid fee simple title to all Owned Real Property owned or held by such Seller free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(c). Such Seller has good and valid leasehold title to all of Leased Real Property owned or held by it free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(c).

(d) Disclosure Schedule 5.12(d) sets forth a complete list of all Real Property Interests as of the date hereof that are easements, rights-of-way, surface use agreements, Permits and licenses (collectively, “**Rights-of-Way**”). Such Seller has fulfilled and performed all its obligations with respect to such Rights-of-Way which are required to be fulfilled or performed (subject to all applicable waivers, modifications, grace periods and extensions) in all material respects (unless the Bankruptcy Court enters an Order waiving such requirements and obligations) and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such Rights-of-Way, except for rights reserved to, or vested in, any municipality or other Governmental Authority or any railroad by the terms of any right, power, franchise, grant,

license, permit, or by any other provision of any Applicable Law, to terminate or to require annual or other periodic payments as a condition to the continuance of such right.

(e) The Owned Real Property, Leased Real Property and Rights-of-Way constitute all of the real property rights necessary to own and operate the Pipeline Systems and Plants and to conduct the Business in all material respects as currently owned, operated and conducted by Sellers.

(f) No event has occurred and no circumstances exist that, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination or modification of, or acceleration of rent under, any such Contract under which such Seller holds title to or rights in any Real Property Interest. Such Seller has not received written notice of any claim by any Person under any such Contract alleging Seller has committed a breach of any such Contract, and has not provided or received any written notice of any intention to terminate any such Contract.

(g) There are no condemnation, expropriation or other Proceedings with eminent domain pending or, to the Knowledge of Sellers, threatened, with respect to any Real Property Interest.

(h) Such Seller has good and valid title to, or rights by license, lease or other agreement to use, the Pipeline Systems, Plants, and other pipelines, facilities, equipment and other tangible assets that constitute Assets that are owned, leased or used by such Seller free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(h).

Section 5.13. Sufficiency of the Assets; Casualty Losses.

(a) The Pipeline Systems, Plants, and other pipelines, facilities, equipment and other tangible assets that constitute Assets that are owned, leased or used by such Seller (i) have been maintained in operable repair, working order and good operating condition in all material respects in accordance with generally accepted industry practice, except for ordinary wear and tear and ordinary and routine repairs and maintenance requirements, (ii) are in good operating condition generally consistent with assets of comparable age and usage, (iii) are not in need of any repairs, which, if not made, would materially and adversely affect the integrity or safety of such Assets or affect Buyer's ability to own, operate and maintain the Assets after the Closing, in each case, in the same manner as owned, operated, and maintained by Sellers and (iv) are suitable for use by Sellers to conduct the Business as currently conducted by such Seller with respect to such Assets.

(b) Assuming receipt of all Necessary Consents, the Assets (including the Pipeline Systems or Plants), together with the services to be provided under the Transition Services Agreement, constitute all assets, properties, rights, privileges and interests of whatever kind or nature, real or personal or mixed, tangible or intangible (other than working capital needs and services of the Applicable Employees), used or necessary to (i) conduct the Business in all material respects as currently conducted by Sellers and operate the Pipeline Systems and Plants as currently operated by Sellers, and (ii) perform the obligations that are required to be

performed under the Assigned Contracts to which such Seller is a party on the date immediately following the Closing Date.

(c) There has been no Casualty Loss (whether or not covered by insurance) affecting any of the Assets owned or held by such Seller that has not subsequently been adequately repaired, replaced or restored in all material respects.

Section 5.14. Insurance. A true, correct and complete list of the insurance policies related to the Business (including policy periods and the amounts of coverage, limits and deductibles) as of the date hereof is attached hereto as Disclosure Schedule 5.14 (collectively, the “**Insurance Policies**”). All of the Insurance Policies are in full force and effect and will remain in full force and effect immediately following the Closing. All premiums with respect thereto have been paid to the extent due. No event has occurred, including the failure to give any notice or information or the delivery of any inaccurate or erroneous notice or information, which materially limits or impairs the rights of Sellers under any of the Insurance Policies. Except as set forth in Disclosure Schedule 5.14, no material claim is outstanding under any of the Insurance Policies, and no carrier of any Insurance Policy has asserted in writing any denial of coverage of any material claim. The Insurance Policies provide adequate coverage for the risks incident to the operations of the Business and the Assets, and the types and amounts of coverage provided thereby are customary in the context of the Business in all material respects.

Section 5.15. Security Arrangements. All of the bonds, letters of credit and guarantees posted by such Seller with Governmental Authorities or Third Parties and relating to the Assets owned or held by such Seller as of the date hereof are described on Disclosure Schedule 5.15.

Section 5.16. Regulatory Status.

(a) Except as set forth on Disclosure Schedule 5.16, the Assets owned or held by such Seller are not subject to regulation by the Federal Energy Regulatory Commission under the Natural Gas Act (15 U.S.C. Section 717, *et seq.*) (the “**NGA**”), the Natural Gas Policy Act of 1978 (15 U.S.C. Section 3301, *et seq.*) (the “**NGPA**”), or the Interstate Commerce Act (15 U.S.C. Section 717, *et seq.*) (“**ICA**”), and no portion of the Assets is or would be regulated as a “public utility,” “public service company,” or similar designation(s) by any state public service commission.

(b) Neither such Seller nor any services provided by such Seller are subject to regulation by the Federal Energy Regulatory Commission pursuant to the ICA, NGA or the NGPA and there are no Proceedings pending, or to the Knowledge of such Seller, threatened, alleging that such Seller is subject to or in violation of the NGA, NGPA or ICA.

Section 5.17. Taxes.

(a) All Tax Returns that were required to be filed with respect to the Assets have been duly and timely filed (taking into account any extension of time within which to file) and all such Tax Returns are true, complete and accurate. All Taxes that are or have become due with respect to the Assets have been timely paid in full or an adequate reserve for the payment of such Taxes has been established.

(b) There are no audits, examinations, investigations or other Proceedings pending or threatened with respect to Taxes attributable to the Assets. No assessment, deficiency or adjustment in respect of Taxes with respect to the Assets has been asserted, proposed, assessed or threatened in writing by any Tax Authority against Sellers. No written claim has been made by a Tax Authority in a jurisdiction where Sellers do not pay Tax or file Tax Returns that a Seller is or may be subject to Taxes assessed by such jurisdiction as a result of the ownership or operation of the Assets, nor has any assertion been threatened or proposed in writing.

(c) None of the Assets are owned in a co-ownership or joint venture arrangement that would be treated as an interest in a partnership under Code Section 761 or applicable state Tax principles.

Section 5.18. Seller Benefit Plans.

(a) With respect to the Seller Benefit Plans: (i) no event has occurred and there exists no condition or set of circumstances in connection with which Buyer or any of its ERISA Affiliates could be subject to any liability under the terms of such Seller Benefit Plan, ERISA or the Code, (ii) each of the Seller Benefit Plans has been operated and administered in all material respects in accordance with its terms and Applicable Law, including ERISA and the Code and (iii) each Seller Benefit Plan intending to be qualified within the meaning of Section 401(a) of the Code has received (or is entitled to rely upon) a favorable determination or opinion letter as to such qualification from the IRS and, to the Knowledge of such Seller, no event has occurred, that would reasonably be expected to adversely affect the qualified status of any such Seller Benefit Plan.

(b) None of the Seller Benefit Plans is a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) for which such Seller nor any of its ERISA Affiliates would reasonably be expected to incur liability under Section 4063 or 4064 of ERISA, or subject to either Title IV of ERISA or Section 412 of the Code.

Section 5.19. Labor and Employment Matters.

(a) Disclosure Schedule 5.19(a) sets forth a complete and accurate list of all Applicable Employees as of the date hereof, specifying each Applicable Employee's name, position, base salary or wage rate, date of hire, commission, bonus and incentive entitlements, and whether such Applicable Employee is currently receiving long-term or short-term disability benefits or is absent from active employment on an approved leave of absence and the nature of any such leave and anticipated dates of return to active employment.

(b) No Seller nor Southcross GP is a party to any labor or collective bargaining Contract that pertains to the Business. There are no pending nor, to the Knowledge of such Seller, threatened actions concerning labor matters with respect to the Business or the Assets.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Except as disclosed in the Disclosure Schedules, Buyer represents and warrants to each of the Sellers as follows:

Section 6.01. Organization and Good Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer is (or at the Closing will be) duly qualified, licensed or otherwise authorized to do business and is in good standing in the state(s) where the Assets are located and Buyer will be duly qualified, licensed or otherwise authorized to own or lease and to operate and use oil and gas assets in the state(s) where the Assets are located.

Section 6.02. Authority; Validity; Consents. Buyer has the requisite power and authority necessary to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions, and the execution, delivery and performance of this Agreement and such other Transaction Documents to which Buyer is or will be a party and the consummation by Buyer of the Transactions have been duly and validly authorized and approved by all requisite corporate or organization action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a party that is required to be executed and delivered by Buyer at the Closing will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. No other action on the part of Buyer is necessary to authorize this Agreement or the other Transaction Documents to which Buyer is a party and this Agreement and the other Transaction Documents to which Buyer is or will be a party constitute, assuming the due authorization, execution and delivery of such Transaction Documents, as applicable, by the other Persons that are party thereto, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Applicable Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether such principles are considered in a Proceeding at law or in equity.

Section 6.03. Government Authorizations; No Conflict. Except for (a) entry of the Bidding Procedures Order, the Sale Order and/or the Stalking Horse Order, and (b) items listed on Disclosure Schedule 6.03, Buyer is not and will not be required to give any notice to, make any filing, declaration or registration with or obtain any consent or approval from any Person (including any Governmental Authority) in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation or performance of the Transactions, except as would not, individually or in the aggregate, reasonably be expected to affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to materially impede, interfere with, hinder or delay the

consummation of the Transactions. When the consents and other actions described in the preceding sentence, including entry of the Stalking Horse Order and the Sale Order, have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions, and the performance by Buyer of its obligations hereunder and thereunder, will not result in the breach or violation of any of the terms and provisions of, or constitute a default (with or without notice or lapse of time or both) under, or conflict with, or cause any acceleration, amendment, modification, cancellation, termination or right of termination of any obligation of Buyer under (A) the certificate of incorporation, bylaws or other governing documents of Buyer, (B) any agreement, indenture, bond, debenture, note, mortgage or other instrument to which it or its assets is bound, (C) any Order applicable to Buyer or its assets or (D) any Applicable Law to which Buyer is subject or by which any of the properties or assets of Buyer is bound, as would not, individually or in the aggregate, reasonably be expected to adversely affect Buyer's ability to perform its obligations under this Agreement or any other Transactions Documents or to consummate the Transactions. As of the date of this Agreement, Buyer is not aware of any fact, circumstance or incident that would make the APSC or MPSC unlikely or unwilling to grant the APSC Approval or MPSC Approval, respectively.

Section 6.04. Legal Proceedings. There is no Proceeding or Order pending, outstanding or, to the Knowledge of Buyer, threatened by any Person (a) that would challenge the validity or enforceability of the obligations of Buyer under this Agreement and the other Transaction Documents or (b) against Seller that seeks to, or would reasonably be expected to, prevent, restrain, materially delay, prohibit, or otherwise challenge the consummation, legality or validity of the Transactions.

Section 6.05. Bankruptcy. There are no bankruptcy, reorganization or arrangement Proceedings pending, being contemplated by or, to the Knowledge of Buyer, threatened against Buyer.

Section 6.06. Brokers or Finders. Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which Sellers are or will become liable.

Section 6.07. Financial Capability. Buyer has, and will have at the Closing and at all times prior to the Closing, sufficient immediately available funds (or commitments from Third Parties to provide Buyer with such funds) to pay the Purchase Price and any fees and expenses incurred by or otherwise required to be paid by Buyer in connection with the acquisition of the Assets and the assumption of the Assumed Liabilities pursuant to this Agreement and the Transactions. Upon the consummation of the Transactions, (a) Buyer will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Buyer will not be left with unreasonably small capital, (c) Buyer will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Buyer will not be impaired. For the avoidance of doubt, Buyer's obligations to complete the Transactions are not dependent upon or conditioned on receipt of financing. The Equity Commitment Letter has not been amended, is in full force and effect and is a valid and binding obligation of Buyer and the other parties thereto, enforceable against Buyer (or an Affiliate thereof) and the other parties thereto in accordance with its terms (subject

to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default, breach or violation, or would or would reasonably be expected to result in the termination of the commitments thereunder, on the part of Buyer or any of its Affiliates or any other Person under the Equity Commitment Letter.

Section 6.08. Independent Evaluation. Buyer (a) is experienced in the evaluation, purchase, ownership and operation of Hydrocarbon gathering, processing, transportation and treating assets and is aware of the risks associated with the purchase, ownership and operation of such assets and interests related thereto, (b) is capable of evaluating, and hereby acknowledges that it has so evaluated, the merits and risks of the Assets, ownership and operation thereof and its obligations hereunder, and (c) is able to bear the economic risks associated with the Assets, ownership and operation thereof and its obligations hereunder. In entering into this Agreement and the Transaction Documents, and except for the representations and warranties expressly set forth in Article 5 of this Agreement and any other Transaction Document, none of Sellers, their Affiliates, Sellers' or their Affiliates' respective Representatives or any Person acting on Sellers or their Affiliates' behalf is making or has made any other express or any implied representations or warranties, and Buyer disclaims reliance upon any other representations and warranties (including as to the accuracy and completeness thereof), with respect to Sellers or any of their Affiliates, any of their respective businesses, operations, assets, Liabilities, conditions (financial or otherwise) or prospects or any other matter relating to Sellers or any of their Affiliates. Buyer acknowledges and affirms that it has relied on the terms of this Agreement and the Transaction Documents and upon its independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, Tax or other consequences of the Transactions.

ARTICLE 7

ACTIONS PRIOR TO THE CLOSING DATE

Section 7.01. Access and Reports.

(a) Subject to Applicable Laws, upon reasonable notice, Sellers will afford Buyer's officers and other authorized Representatives reasonable access, during normal business hours until the Closing, to Sellers' and Southcross GP's officers, employees, consultants and authorized Representatives (including its legal advisors and accountants) and to the Assets, to make such investigation of the Assets and the Assumed Liabilities as Buyer reasonably requests; *provided* that, in connection with such access, Buyer's authorized Representatives will (i) abide by any safety rules, regulations and operating policies provided in writing by Sellers or their Representatives and (ii) at Sellers' option, be accompanied by at least one Representative of Sellers. Notwithstanding anything herein to the contrary, no such investigation or examination will be permitted to the extent that it would unreasonably interfere with the conduct of the business of Sellers or would require Sellers to disclose information that would cause material competitive harm to a Seller or would violate any Applicable Laws or breach any Contracts, violate any obligations to Third Parties, or violate any Seller's attorney-client privilege.

(b) Buyer acknowledges that Confidential Information has been, and in the future may be, provided to it in connection with this Agreement, including under Section 7.01(a), and such

Confidential Information is subject to the terms of the confidentiality agreement dated April 22, 2019 between Southcross Energy Partners, L.P., Southcross Energy Partners GP, LLC and ArcLight Capital Partners, LLC, as amended, (the “**Confidentiality Agreement**”), the terms of which are incorporated herein by reference, which shall continue in full force and effect until the Closing Date, at which time such Confidentiality Agreement and the obligations of the parties under this Section 7.01(b) shall terminate solely with respect to the Assets and the Transferred Employees. Buyer acknowledges and understands that this Agreement may be provided to the DIP Secured Parties or be publicly filed in the Bankruptcy Court and further made available by Sellers to prospective bidders and that such disclosure will not be deemed to violate any confidentiality obligations owing to Buyer, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise.

Section 7.02. Operations Prior to the Closing Date. Except (a) as otherwise expressly contemplated by this Agreement, (b) as disclosed in Disclosure Schedule 7.02, (c) upon the prior written consent of Buyer (which consent will not be unreasonably withheld, conditioned or delayed), (d) for Emergency Operations, (e) as required by Applicable Laws, or (f) as required or prohibited pursuant to a Bankruptcy Court Order or the Bankruptcy Cases, from the date hereof until the Closing Date:

(i) Each Seller shall (A) operate the Assets and Business operated by such Seller in a manner consistent with past practices and in the Ordinary Course of Business in all material respects, (B) give prompt notice to Buyer of any material damage or any material Casualty Loss and any written notice received or made by such Seller of any material claim asserting any tort or violation of Applicable Law or any new Proceeding that (in each case) relates to such Assets, (C) with respect to Emergency Operations of such Seller, notify Buyer of such emergency and the related Emergency Operations as soon as reasonably practicable and (D) use commercially reasonable efforts to (1) keep in full force and effect all Permits, (2) comply in all material respects with all Applicable Laws, (3) maintain its Assets in good operating condition consistent with past practice and (4) maintain books, accounts and records relating to such Assets in a manner consistent with past practices and in the Ordinary Course of Business; and

(ii) Each Seller will not:

(A) merge, consolidate, liquidate, dissolve, recapitalize or otherwise wind up its operations of the Business or abandon or permit any material Asset owned or held by such Seller to lapse;

(B) (1) enter into any Contract that would constitute a Material Contract if in existence as of the date of this Agreement, (2) terminate, cancel, materially amend or modify, or extend any Material Contract that has been identified as such as of the date hereof or (3) waive any material rights under any Material Contract;

(C) sell, lease, transfer, assign, license, subject to any Encumbrance (other than Permitted Encumbrances) or otherwise dispose of (including pursuant to a sale or leaseback transaction or an asset securitization transaction) any of the

Assets except, (1) pursuant to the terms of any 365 Contracts in force at the date of this Agreement as listed on Disclosure Schedule 7.02, (2) for dispositions of obsolete or worthless equipment, (3) for transactions involving sales of crude oil, natural gas, condensate, natural gas liquids and other produced Hydrocarbons and minerals made in the Ordinary Course of Business or (4) for sales, transfers, leases, or other disposals to any other Seller; *provided* that in the case of clause (4), the relevant Asset remains subject to this Agreement;

(D) enter into any joint venture, strategic alliance, exclusive dealing, noncompetition or similar Contract or arrangement that would restrict or limit, in any material respect, the operations of the Assets or the Business after the Closing;

(E) materially change its accounting methods, policies or practices (or change an annual accounting period), in each case as they relate to the Assets, other than (i) any generally applicable change that is applicable to Sellers' other businesses and assets or (ii) as required by Sellers' auditors;

(F) other than in the Ordinary Course of Business, cancel, compromise, waive or release any material right or claim in a manner or with an effect that, individually or in the aggregate, is adverse to the Business or the ownership or operation of any of the Assets in any respect;

(G) permit the lapse (without renewal or replacement) of any existing Insurance Policies relating to the Assets;

(H) accelerate the collection of or discount any accounts receivable, delay the payment of accounts payable, defer capital expenditures or other expenses, or reduce inventories, in each case relating to the Assets, except in the Ordinary Course of Business;

(I) commence, settle or propose to settle any material Proceedings relating to the Assets or the Business;

(J) increase the compensation payable or potentially payable or benefits provided to any Applicable Employee other than in the Ordinary Course of Business or as required by the terms of any Seller Benefit Plan applicable to such Applicable Employee as in effect on the date hereof; or

(K) terminate the employment of any Applicable Employee, other than for cause.

Section 7.03. Necessary Consents and Preferential Rights. Reasonably promptly after the execution of this Agreement, Sellers shall prepare and send (a) notices to the holders of any Necessary Consents set forth on Disclosure Schedule 5.03 for which the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required requesting consent to the Transactions and (b) notices to the holders of any applicable Preferential Rights set forth on

Disclosure Schedule 5.03 for which the Bankruptcy Court has not entered an Order providing that a waiver of such Preferential Right is not required in compliance with the terms of such rights and requesting waivers of such rights. Sellers shall use commercially reasonable efforts to obtain and deliver such consents arising out of Necessary Consents and waivers of Preferential Rights (or the exercise thereof) prior to Closing, as applicable; *provided* that Sellers will not be obligated to pay any money or incur any Liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consents or waivers. Buyer shall cooperate with Seller in seeking to obtain such consents and waivers, as applicable. If, prior to the Closing Date, any Party discovers any Necessary Consents or Preferential Rights that, in either case, would be triggered by the Transactions, for which notices have not been delivered pursuant to this Section 7.03 and the Bankruptcy Court has not entered an Order waiving such requirement, then (x) the Party making such discovery shall provide the other Party with written notification of such Necessary Consents or Preferential Rights, as applicable, and (y) Seller, following delivery or receipt of such written notification, will promptly send notices to the holders of the consents arising out of Necessary Consents requesting such consents and notices to the holders of Preferential Rights in compliance with the terms of such rights and requesting waivers of such rights; *provided* that Sellers will not be obligated to pay any money or incur any Liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consents or waivers.

Section 7.04. Commercially Reasonable Efforts. Each Seller, on the one hand, and Buyer, on the other hand, will use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transactions, including using commercially reasonable efforts to accomplish the following: (a) the taking of all reasonable acts necessary to cause the conditions precedent to the other Party's obligations to consummate the Closing set forth in Article 9, Article 10 and Article 11 to be satisfied, (b) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, and (c) the execution or delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. Nothing in this Section 7.04 will require any of the Sellers to pay any consideration to any Third Party, to initiate any Proceedings, to incur any obligation or to waive any right under this Agreement or to assist Buyer or its Affiliate in connection with any financing.

Section 7.05. Regulatory Approvals.

(a) Each of the Parties shall use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any filing or submission with a Governmental Authority in connection with the Transactions, including by participating as a named party, if necessary, in any filings for obtaining the MPSC Approval or the APSC Approval (which filings shall be made as promptly as practicable after the date hereof), and including by providing the other Parties documents, information and a reasonable opportunity to review and comment

thereon in advance, and in connection with any investigation or other inquiry by or before a Governmental Authority relating to the Transactions, including any proceeding initiated by a private Person, (ii) promptly inform the other Party of (and supply to the other Party) any communication received by such Party from, or given by such Party to, the MPSC, the APSC, or any other Governmental Authority and of any material communication received or given in connection with any proceeding by a private Person, in each case regarding any of the Transactions, (iii) permit the other Party to review and discuss in advance, and consider in good faith the views of the other Party in connection with any analyses, presentations, memoranda, briefs, arguments, opinions, proposals or communications to be submitted or given by it to any Governmental Authority with respect to obtaining the MPSC Approval or the APSC Approval, (iv) coordinate with the other Party in preparing and exchanging such information and promptly provide the other Party (and its counsel) with copies of all filings, presentations, submissions, proposals and other communications (and a summary of any oral presentations or communications) made by such Party with any Governmental Authority relating to this Agreement or the Transactions with respect to the MPSC Approval or the APSC Approval and (v) consult with each other prior to taking any material position with respect to the filings or applications related to the MPSC Approval or the APSC Approval, in any submissions to or in any discussions with or filings to be submitted to any Governmental Authority. Buyer shall cause the Equity Financing Source and its Affiliates to provide such information as reasonably required for the filings or applications related to the MPSC Approval or the APSC Approval. The Parties shall use commercially reasonable efforts to share information protected from disclosure under the attorney-client privilege, work-product doctrine, joint defense privilege or any other privilege pursuant to this Section 7.05 in a manner so as to preserve the applicable privilege.

(b) Unless prohibited by Applicable Law or by the applicable Governmental Authority, each Party shall (i) not participate in or attend any meeting, or engage in any conversation with any Governmental Authority in respect of the Transactions without the other Party, (ii) give the other Party reasonable prior notice of any such meeting or conversation and (iii) if one such Party is prohibited by applicable Law or by the applicable Governmental Authority from participating or attending any such meeting or engaging in any such conversation, keep such non-participating Party apprised with respect thereto.

(c) Buyer and Sellers agree to use their commercially reasonable efforts to (including by causing their Affiliates, and in the case of Buyer, the Equity Financing Source and its Affiliates, to provide such information as necessary to enable them to) (x) resolve any objections that a Governmental Authority or other Person may assert relating to the MPSC Approval or the APSC Approval with respect to the Transactions, and (y) avoid or eliminate each and every impediment relating to the MPSC Approval or the APSC Approval that may be asserted by any Governmental Authority or any other Person with respect to the Transactions, in each case, so as to enable the Closing to occur as promptly as practicable and in any event no later than the Outside Date. Notwithstanding the foregoing, this clause (c) shall not impose any requirement on Buyer or Sellers to (or any requirement to cause their respective Affiliates to) (i) dispose, transfer, or separate any assets or operations, (ii) limit Buyer's or its Affiliates' freedom of action with respect to, or its ability to consolidate and control, the Assets or the Business or any of Buyer's or its Affiliates' other assets or businesses or (iii) limit Buyer's ability to acquire or hold, or exercise full rights of ownership with respect to, the Assets or the Business.

Section 7.06. Bankruptcy Court Approval.

(a) Sellers and Buyer each acknowledge that this Agreement and the sale of the Assets to Buyer and the assumption of the Assumed Liabilities by Buyer are subject to Bankruptcy Court approval. Buyer acknowledges that (i) to obtain such approval, each Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Assets, and that such demonstration will include giving notice of the Transactions to creditors and other interested parties as ordered by the Bankruptcy Court, and, if necessary, conducting the Auction, and (ii) Buyer must provide adequate assurance of future performance as required under the Bankruptcy Code with respect to each Assigned Contract.

(b) Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order. Buyer agrees that it will use commercially reasonable efforts to promptly take such actions as are reasonably requested by any Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer of the Assigned Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Stalking Horse Order and/or the Sale Order is appealed, each Seller and Buyer will use their respective commercially reasonable efforts to defend such appeal(s).

Section 7.07. Bidding Procedures. Buyer agrees and acknowledges that Sellers, including through their Representatives, are and may continue soliciting inquiries, proposals, or offers from Third Parties for all or any part of the Assets, as contemplated by the Bidding Procedures.

Section 7.08. Alternate Bidder. If an Auction is conducted, and Sellers do not choose Buyer as the Successful Bidder, but instead choose Buyer as the Alternate Bidder, Buyer will be the Alternate Bidder. If Buyer is chosen as the Alternate Bidder, Buyer will be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction) open and irrevocable until the earlier of (a) closing of the sale of the Assets to the Successful Bidder and (b) January 27, 2020. If the Superior Proposal with the Successful Bidder will be terminated prior to the termination of this Agreement, Buyer will be deemed to be the Successful Bidder and will forthwith consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction).

Section 7.09. Financing. Upon the satisfaction of the conditions to the funding of the equity financing set forth in the Equity Commitment Letter, Buyer shall take all actions that are necessary, proper or advisable to obtain the Equity Financing contemplated by the Equity Commitment Letter and enforce its rights thereunder. Buyer shall not amend, supplement or otherwise modify or waive its rights under the Equity Commitment Letter if such amendment, supplement, modification or waiver would (1) impose new or additional conditions precedent or expand upon the conditions precedent to the Equity Financing as set forth in the existing Equity Commitment Letter or (2) reduce the aggregate amount of available Equity Financing to less

than the amount required to consummate the transactions contemplated by this Agreement including the payment of all related fees and expenses.

ARTICLE 8 ADDITIONAL AGREEMENTS

Section 8.01. Taxes.

(a) *Transfer Taxes.* Buyer will be responsible for all documentary, stamp, transfer (including real property transfer), motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any interest, penalties and additions with respect to such Taxes and fees) arising from the Closing (collectively, “**Transfer Taxes**”), regardless of the Party on whom Liability is imposed under the provisions of the Applicable Laws relating to such Transfer Taxes. Sellers and Buyer will consult and cooperate on a reasonable basis in preparing and timely filing all Tax Returns with respect to any Transfer Taxes and will cooperate on a reasonable basis and otherwise take commercially reasonable efforts to obtain any available exemptions from or reductions in such Transfer Taxes. To the extent any Seller is required by Applicable Law to pay any Transfer Taxes to a Tax Authority (including pursuant to a post-Closing adjustment or Order), Buyer will remit an amount equal to such Transfer Taxes to such Seller not less than five Business Days prior to the due date for such payment.

(b) *Periodic Non-Income Taxes.*

(i) With respect to any Taxes, such as sales, use or real or personal property Taxes, not based on income (“**Periodic Non-Income Taxes**”) that are attributable to any period that begins on or after the Closing Date and assessable on, or in respect of, the Assets, if any Seller pays such Periodic Non-Income Taxes on or prior to the Closing Date, then the Purchase Price will be increased by the amount of such Taxes paid by Sellers. With respect to any Periodic Non-Income Taxes that are attributable to any period that ends prior to the Closing Date and assessable on, or in respect of, the Assets, if Buyer pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Buyer the amount of such Periodic Non-Income Taxes paid by Buyer, but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement.

(ii) With respect to any Periodic Non-Income Taxes that are attributable to any period which includes but does not end on the day immediately prior to the Closing Date and assessable on, or in respect of, the Assets (a “**Straddle Period**”): (A) if any Seller pays such Periodic Non-Income Taxes, (1) if such Taxes are paid on or prior to the Closing Date, then the Purchase Price will be increased by the amount of such Taxes paid by such Seller that are attributable to the portion of such Straddle Period beginning on the Closing Date (the “**Post-Closing Straddle Period**”), and (2) if such Taxes are paid after the Closing Date, then after delivery to Buyer of proof of such payment, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed, Buyer will pay to such Seller the amount of such Taxes paid by such Seller

that are attributable to the Post-Closing Straddle Period, but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement; and (B) if Buyer pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Buyer the amount of such Periodic Non-Income Taxes paid by Buyer that are attributable to the portion of such Straddle Period up to and including the day immediately prior to the Closing Date (the “**Pre-Closing Straddle Period**”), but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement. For purposes of this Section 8.01(b)(ii), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon (w) an interim closing of the books for excise, sales, use and similar Taxes and (x) for all other Periodic Non-Income Taxes, the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period, and the amount of Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period will be based upon (y) an interim closing of the books for excise, sales, use and similar Taxes and (z) for all other Periodic Non-Income Taxes, the ratio of the number of days in the Post-Closing Straddle Period to the total number of days in the Straddle Period.

(c) *Cooperation and Audits.* Buyer, its Affiliates and Sellers will cooperate on a reasonable basis with each other regarding Tax matters governed by this Agreement (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

Section 8.02. Allocation of Purchase Price.

(a) Within 30 days after the Closing Date, Buyer will deliver to Southcross a draft of an allocation statement setting forth the proposed allocation of the Purchase Price, first, among Sellers and, second, among the Assets of each Seller (the “**Proposed Allocation Statement**”). The Proposed Allocation Statement will be prepared in accordance with Section 1060 of the Code, the applicable Treasury regulations promulgated thereunder and any similar provision of applicable state, local or non-U.S. Applicable Law. Southcross will have 30 Business Days following delivery of the Proposed Allocation Statement during which to notify Buyer in writing (an “**Allocation Notice of Objection**”) of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Southcross fails to deliver an Allocation Notice of Objection in accordance with this Section 8.02(a), then the Proposed Allocation Statement will be conclusive and binding on all Parties (subject to Section 8.02(b)) and will become the “**Final Allocation Statement**”. If Southcross submits an Allocation Notice of Objection, then for 20 Business Days after the date Buyer receives the Allocation Notice of Objection, Buyer and Sellers will work in good faith and use their commercially reasonable efforts to agree on the allocation. In the event that the Parties are not able to resolve all objections raised in the Allocation Notice of Objection within such 20 Business Day period, then the Proposed Allocation Statement will be amended to reflect all undisputed items to which the Parties have agreed and all disputed items will be reported by the Parties separately in good faith,

and the Proposed Allocation Statement as amended to reflect the undisputed items will become the Final Allocation Statement.

(b) (i) Sellers and Buyer will report, act and file (and will cause their respective Affiliates to report, act and file) Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with the Final Allocation Statement and (ii) neither Sellers nor Buyer will take any position (or will allow any of their respective Affiliates to take any position) (whether in audits, Tax Returns, or otherwise) that is inconsistent with such allocation, except, in each case, to the extent otherwise required by Applicable Law.

Section 8.03. Assigned Contracts; Adequate Assurance and Performance.

(a) Except as otherwise provided in the Bidding Procedures Order, the Stalking Horse Order and/or the Sale Order, with respect to each Assigned Contract, following being declared by Sellers as the Successful Bidder, Buyer will use commercially reasonable efforts to promptly deliver information reasonably sufficient to demonstrate Buyer's adequate assurance of the future performance by Buyer of each such Assigned Contract as required under Section 365 of the Bankruptcy Code, which information Sellers will be permitted to disseminate to any Third Party to any 365 Contract.

(b) From and after Closing, Buyer will pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

(c) Without limiting the provisions of Section 8.03(a), Buyer acknowledges that Sellers have no duty to maintain any bonds, letters of credit, guarantees, cash deposits and insurance to secure performance or payment under any Assigned Contracts (collectively, "**Seller Credit Obligations**") after the Closing, and Buyer agrees to reasonably cooperate with Sellers in Sellers' efforts to secure the release of any Seller Credit Obligations posted by Sellers set forth on Disclosure Schedule 8.03(c). If any Seller Credit Obligation remains outstanding as of the Closing Date, Buyer will indemnify Sellers, their Affiliates, and each of their respective Representatives and hold them harmless against any Liabilities that such Persons may incur under any such Seller Credit Obligations attributable to periods from and after the Closing Date.

Section 8.04. Employee Matters.

(a) *Transferred Employees.* Prior to the Closing, Buyer will cause TCM to offer employment to (i) each of the Applicable Employees listed on Disclosure Schedule 8.04(a) and (ii) each employee of Southcross GP or its Affiliates whose primary responsibilities relate to the Business who is hired in the Ordinary Course of Business from the date hereof through five Business Days prior to the Closing Date to fill any vacancy as of the date hereof or to replace any employee listed on Disclosure Schedule 8.04(a), in each case, who remains employed immediately prior to the Closing. Sellers shall update and deliver Disclosure Schedule 8.04(a) to Buyer five Business Days prior to the Closing (which updated Disclosure Schedule shall include each employee's name, position, base salary or wage rate, date of hire, commission, bonus and incentive entitlements, and whether such employee is currently receiving long-term or short-term disability benefits or is absent from active employment on an approved leave of absence and the

nature of any such leave and anticipated dates of return to active employment). Such individuals who accept such offer by the Closing Date and commence employment with Buyer are hereinafter referred to as the “**Transferred Employees.**”

(b) *Employment Tax Reporting.* With respect to the Transferred Employees, Sellers will, and Buyer will cause TCM to, use the alternative procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting. Each applicable Seller will provide TCM with all payroll and employment-related information with respect to the Transferred Employees.

(c) *Compensation and Benefits.* For a period of not less than 12 months after the Closing Date, Buyer will cause TCM to provide (i) base salaries and target cash incentive compensation opportunities (excluding change of control, transaction, retention or equity-based compensation) to the Transferred Employees that are at least as favorable as the base salaries and target cash incentive compensation opportunities such Transferred Employees were receiving immediately prior to the Closing and (ii) employee benefits (excluding equity-based compensation) to the Transferred Employees that are substantially comparable to the employee benefits provided or made available to similarly-situated employees of TCM. Buyer will cause TCM to credit each Transferred Employee with his or her years of service with Southcross GP for purposes of eligibility and vesting under TCM’s employee benefit plans. Buyer will cause TCM to use commercially reasonable efforts to credit each Transferred Employee with all applicable deductibles and annual out-of-pocket limits for expenses incurred in the plan year in which the Closing occurs under any benefit plan in which such Transferred Employees participate after the Closing Date.

(d) *No Obligations.* No provision in this Section 8.04 or otherwise in this Agreement, whether express or implied, will (i) create any third-party beneficiary or other rights in any employee or former employee of Southcross GP or any of their Subsidiaries or Affiliates (including any beneficiary or dependent thereof), any other participant in any Seller Benefit Plan or any other Person; (ii) create any rights to continued employment with Southcross GP, Buyer, TCM or any of their respective Subsidiaries or Affiliates or in any way limit the ability of Sellers, Southcross GP, Buyer, TCM or any of their respective Subsidiaries or Affiliates to terminate the employment of any individual at any time and for any reason; or (iii) constitute or be deemed to constitute an amendment to any Seller Benefit Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Sellers, Southcross GP, Buyer, TCM or any of their Subsidiaries or Affiliates.

Section 8.05. Post-Closing Books and Records and Personnel.

(a) Seller shall deliver the Records to Buyer within 60 days following Closing. For 18 months after the Closing Date, (i) Buyer will not dispose of or destroy any of the Records received by Buyer as Assets and (ii) Buyer will allow Sellers (including, for clarity, any trust established under a Chapter 11 plan of Sellers or any other successors of Sellers) and any of its directors, officers, employees, counsel, Representatives, accountants and auditors reasonable access during normal business hours, upon reasonable advance notice, to any Records included in the Assets for purposes relating to the Bankruptcy Cases, the wind-down of the operations of Sellers or any such trusts or successors and Sellers (including any such trust or successors) and

such directors, officers, employees, counsel, Representatives, accountants and auditors will have the right to make copies of any such Records for such purposes. Until the liquidation and winding up of each Seller's estate, Sellers may keep a copy of the Records. In the event any Party desires to destroy any such Records prior to the time during which they must be maintained pursuant to this Section 8.05, such Party will first give 90 days' prior written notice to the other Party and such other Party will have the right at their option and expense, upon prior written notice given within such 90-day period to the Party desiring to destroy such Records or records, to take possession of the Records within 180 days after the date of such notice, or such shorter period as the liquidation and winding up of each applicable Seller's estate will permit. Except as required by Applicable Laws or to the extent required to enforce its rights with respect to the Excluded Liabilities, from and after the Closing, each Seller will keep confidential and not use the Records that would have been included in the Records but for the failure to obtain a material Third Party consent.

(b) Notwithstanding anything to the contrary contained in this Section 8.05, if the Parties are in an adversarial relationship in any Proceeding, the furnishing of information, documents or records in accordance with any provision of this Section 8.05 shall be subject to applicable rules relating to discovery.

Section 8.06. Insurance. From and after the Closing, the Business and the Assets will continue to be insured under any occurrence-based Third Party liability policies under which they were insured prior to Closing ("**Occurrence-Based Policies**") for any claims which relate to events or circumstances prior to Closing, without regard to when such claim is reported. If any claims are actually made prior to the Closing Date under any Occurrence-Based Policies, or if there are any matters reportable under any Occurrence-Based Policies for events or circumstances relating to pre-Closing events which are or become known to Buyer, Sellers or their respective Affiliates, then Sellers and Southcross GP shall, and shall cause their Affiliates to, ensure that Buyer can file, notice and otherwise pursue (or continue to pursue) such claims and recover proceeds under the terms of such Occurrence-Based Policies, and Sellers and Southcross GP shall, or shall cause their applicable Affiliates to, promptly pay over to Buyer any proceeds of any insurance recovery under any such Occurrence-Based Policies (in each case, at the sole expense of Buyer and at no expense and without any Liability to Sellers). If any Casualty Loss occurs prior to the Closing which is insured under any property or casualty insurance policy for any of Sellers or their Affiliates and claims associated with such losses have been made prior to the Closing, then Sellers and Southcross GP shall, and shall cause their Affiliates to file, notice and otherwise continue to pursue such claims and recover proceeds under the terms of such policies and shall reasonably cooperate with Buyer in the filing and pursuit of any such claim (in each case, at the sole expense of Buyer and at no expense and without any Liability to Sellers), and, except as provided otherwise in Section 8.07 below, Sellers and Southcross GP shall, or shall cause their Affiliates to, promptly pay over to Buyer any such proceeds of any insurance recovery under any such policy by Sellers or their Affiliates.

Section 8.07. Casualty. If any of the Assets are damaged or destroyed by Casualty Loss from the date hereof until the Closing Date, Sellers shall promptly (but in no event more than five Business Days after the occurrence of such Casualty Loss) notify Buyer. If the cost of restoring, repairing or replacing such damaged or destroyed Assets to a condition reasonably comparable to their prior condition, as estimated by a qualified firm reasonably acceptable to

Sellers and Buyer (and with the costs of such firm being paid by Sellers and Buyer in equal proportion) (the “**Restoration Cost**” and the date of such estimation, the “**Restoration Cost Estimation Date**”), (i) is greater than \$50,000 individually (a “**Material Casualty Loss**”), and (ii) the aggregate Restoration Cost of all Material Casualty Losses exceeds \$900,000, Buyer may, by written notice to Southcross within 30 days after the last applicable Restoration Cost Estimation Date (but in any event prior to the Closing Date), then, subject to Section 12.01(c)(v), elect to (i) have Sellers restore, repair or replace such damaged or destroyed Assets to a condition reasonably comparable to their prior condition (any of the foregoing, a “**Restoration**,” and Buyer’s election of a Restoration, the “**Restoration Option**”) or (ii) reduce the Cash Purchase Price by the amount of the aggregate Restoration Cost of all Material Casualty Losses *minus* \$900,000 (the “**Restoration Reduction Amount**”). If Buyer elects the Restoration Option, it shall notify Southcross of such election in writing, and Sellers shall use their commercially reasonable efforts to complete, or cause to be completed, such Restoration prior to the Closing Date, *provided, however*, that if such Restoration is not completed in full by the Closing Date, the Closing shall occur on the Closing Date and the Cash Purchase Price will be reduced by the amount of the remaining Restoration Cost as of the Closing. If the Cash Purchase Price is reduced pursuant to this Section 8.07 by the amount of any Restoration Cost, then Sellers shall be entitled to retain any proceeds received under any insurance policies with respect to such Casualty Loss in an amount equal to the Restoration Reduction Amount, and such proceeds up to the Restoration Reduction Amount shall not constitute Assets hereunder. If the Restoration Cost for any Casualty Loss is \$50,000 or less individually or the aggregate Restoration Cost of all Material Casualty Losses is \$900,000 or less, Sellers shall not be obligated to repair or replace the damaged or destroyed Assets (but shall be obligated to pursue any applicable insurance proceeds in accordance with Section 8.06).

Section 8.08. Condemnation. If any of the Assets are taken by condemnation from the date hereof until the Closing Date, Sellers shall promptly (but in no event more than five Business Days after the receipt of notice of such condemnation or threat thereof) notify Buyer. If the value of such Assets in a condemnation proceeding, as estimated by a qualified firm reasonably acceptable to Sellers and Buyer (and with the costs of such firm being paid by Sellers and Buyer in equal proportion) (the “**Condemnation Value**” and the date of such estimation, the “**Condemnation Value Estimation Date**”), is greater than \$100,000, then, subject to Section 12.01(c)(v), the Cash Purchase Price shall be reduced by an amount equal to the Condemnation Value. If the Cash Purchase Price is reduced pursuant to this Section 8.08 in connection with a condemnation event, then Sellers shall be entitled to retain any condemnation proceeds payable with respect to such condemnation event, up to the Condemnation Value, and such proceeds shall not constitute Assets hereunder (to the extent they do not exceed the Condemnation Value). If the Condemnation Value is \$100,000 or less, there shall be no reduction to the Cash Purchase Price (but Sellers shall be obligated to pursue and remit to Buyer or cooperate in Buyer’s pursuit of, as applicable, any applicable condemnation proceeds).

Section 8.09. Seller Marks. Buyer shall, as soon as practicable, but in any event within 90 days after the Closing Date, (i) cease all use of any and all trademarks, service marks, trade names, entity names and logos owned or held for use by Sellers or any of their Affiliates or any variations thereof (“**Seller Marks**”) (ii) remove, cover or otherwise destroy all use of the Seller Marks from the Assets and (iii) deliver to Sellers a signed written verification that Buyer has

discontinued all use of the Seller Marks and that all physical and digital materials bearing the Seller Marks that were in the possession or under the control of Buyer have been discarded, removed, deleted, or transferred to Sellers.

Section 8.10. Other Confidentiality Agreements. From and after the Closing, upon Buyer's prior written request, each Seller shall, and shall cause of its Affiliates to, use commercially reasonable efforts, at Buyer's sole cost and without any Liability to any Seller, to enforce its or their rights under each confidentiality agreement (other than the Confidentiality Agreement) to which the Seller or any of its Affiliates is a party and which pertain to the potential acquisition of the Business (collectively, the "**Other Confidentiality Agreements**") on Buyer's behalf with respect to any breach of the confidentiality obligations thereunder to the extent such breach relates to the Assets or Business.

Section 8.11. Specified Contracts Schedule. Reasonably promptly after the execution of this Agreement, but in no event later than twenty days following the date hereof, Southcross shall deliver to Buyer a schedule (the "**Specified Contracts Schedule**") listing each of the Specified Contracts, which Specified Contracts Schedule shall be broken down by category and shall set forth, for each category of contracts listed in clauses (i) - (xiii) of Section 5.04(d), the Specified Contracts of the type described in such category.

Section 8.12. Disclaimers.

(a) *General Disclaimer.* To the extent required by Applicable Laws to be operative, the disclaimers of certain warranties contained in this Section 8.12 are "conspicuous disclaimers" for purposes of any Applicable Laws.

(b) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN THE CASE OF FRAUD, (I) NONE OF SELLERS, SOUTHCROSS GP NOR ANY OTHER PERSON MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED OR OTHERWISE, WITH RESPECT TO, OR IN RELATION TO, ANY OF THE ASSETS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND BUYER EXPRESSLY WAIVES AND ACKNOWLEDGES THAT NONE OF SELLERS, SOUTHCROSS GP NOR ANY OTHER PERSON MAKE ANY SUCH WARRANTY OR REPRESENTATION, AND BUYER IS NOT RELYING ON ANY SUCH WARRANTY OR REPRESENTATION, (II) SELLERS AND SOUTHCROSS GP EXPRESSLY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY, IN WRITING OR OTHERWISE) TO BUYER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY STATEMENT, OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF EACH SELLER OR ANY OF ITS RESPECTIVE AFFILIATES) AND (III) ALL PROPERTIES INCLUDED IN THE**

ASSETS WILL BE CONVEYED BY SELLERS AND ACCEPTED BY BUYER PRECISELY AND ONLY AS IS, WHERE IS, AND WITH ALL DEFECTS AND FAULTS WITHOUT RECOURSE AND WITHOUT WARRANTY (INCLUDING WITHOUT ANY WARRANTY OF TITLE).

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 OF THIS AGREEMENT (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN THE CASE OF FRAUD, BUYER ACKNOWLEDGES AND AGREES THAT SELLERS AND SOUTHCROSS GP ARE CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH SELLERS HEREBY DISCLAIM), RELATING TO (I) TITLE, (II) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (III) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (IV) THE ABSENCE OF PATENT, LATENT OR REDHIBITORY VICES OR DEFECTS, (V) THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS (SURFACE AND SUBSURFACE), (VI) COMPLIANCE WITH APPLICABLE LAWS, (VII) THE CONTENTS, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM OR MANAGEMENT PRESENTATION, (VIII) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (IX) CONTRACTUAL, ECONOMIC, FINANCIAL INFORMATION AND/OR OTHER DATA AND ANY RELATED MAPS, ESTIMATIONS OR PROJECTIONS MADE IN SALE PRESENTATIONS OR MARKETING MATERIALS, (X) CONTINUED FINANCIAL VIABILITY, INCLUDING PRESENT OR FUTURE VALUE OR ANTICIPATED INCOME OR PROFITS, (XI) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (XII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (XIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT OR (XIV) ANY OTHER MATTER WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, “AS IS” AND “WHERE IS” WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST SELLERS AND SOUTHCROSS GP ASSOCIATED WITH SAME.

(d) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 OF THIS AGREEMENT (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN

THE CASE OF FRAUD, SELLERS AND SOUTHCROSS GP HAVE NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAW, ASSUMED LIABILITIES RELATING TO ENVIRONMENTAL LAW, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND BUYER IS DEEMED TO BE TAKING THE ASSETS “AS IS” AND “WHERE IS” FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(e) SELLERS ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, NOTHING IN THIS AGREEMENT SHALL PRECLUDE BUYER FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY.

**ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE**

The obligation of Buyer to consummate the Transactions is subject to the satisfaction or waiver in writing by Buyer, at or prior to the Closing, of each of the following conditions:

Section 9.01. Accuracy of Representations. (a) The representations and warranties of Sellers contained in Sections 5.01, 5.02, 5.03(i) and 5.10 will be true and correct in all material respects at and as of the Closing, as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date) and (b) the other representations and warranties of Sellers contained in this Agreement (without giving effect to any qualifications or exceptions as to “materiality” or Material Adverse Effect set forth therein) will be true and correct at and as of the Closing as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date) except in the case of this clause (b) for such failures to be so true and correct, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.02. Sellers’ Performance. Sellers will have performed and complied in all material respects with all of their covenants and other agreements that they are required to perform pursuant to this Agreement prior to the Closing (or will have cured any such breach to the extent necessary to satisfy this condition).

Section 9.03. Sellers’ Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.04 will have been delivered (or Sellers will make such deliveries at the Closing).

Section 9.04. Material Adverse Effect. Since December 31, 2018, there shall not have occurred and be continuing any change, event, circumstance or development that, individually or in the aggregate, has had, or is reasonably expected to have, a Material Adverse Effect.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER AND SELLERS

The respective obligations of Buyer and Sellers to consummate the Transactions are subject to the satisfaction or waiver in a joint writing by Buyer and Sellers, at or prior to the Closing, of each of the following conditions:

Section 10.01. No Order. There will not be in effect any Order by any court of competent jurisdiction enjoining or otherwise prohibiting the Closing.

Section 10.02. Sale Orders. The Bankruptcy Court will have entered the Bidding Procedures Order, the Sale Order and the Stalking Horse Order, and each of such Orders will be a Final Order.

Section 10.03. Regulatory Approvals. The MPSC Approval and the APSC Approval shall have been obtained.

ARTICLE 11
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

Sellers' obligation to consummate the Transactions is subject to the satisfaction or waiver in writing by Southcross, at or prior to the Closing, of each of the following conditions:

Section 11.01. Accuracy of Representations. The representations and warranties of Buyer contained in this Agreement (without giving effect to any qualifications or exceptions as to "materiality" or "Material Adverse Effect" set forth therein) will be true and correct in all respects at and as of the Closing, as if made at and as of such time, except to the extent expressly made as of an earlier date, in which case as of such earlier date, except for such failures to be so true and correct, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the Transactions.

Section 11.02. Buyer's Performance. Buyer will have performed and complied in all material respects with all of its covenants and other agreements that it is required to perform pursuant to this Agreement prior to the Closing (or will have cured any such breach to the extent necessary to satisfy this condition).

Section 11.03. Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.03 will have been delivered (or Buyer will make such deliveries at the Closing).

ARTICLE 12
TERMINATION

Section 12.01. Termination Events. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Southcross and Buyer;

- (b) by written notice of either Southcross or Buyer to such other Party if:
- (i) Buyer is not the Successful Bidder or the Alternate Bidder at the Auction;
 - (ii) the Closing has not occurred by the close of business on March 11, 2020; *provided* that if as of such date all of the conditions set forth in Article 9, Article 10 and Article 11 have been satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the Closing, provided that such conditions would be satisfied on such date) other than the conditions set forth in Section 10.03, either Southcross or Buyer may extend such date to June 11, 2020 (such date, as may be so extended, the “**Outside Date**”); *provided further* that a Party may not terminate this Agreement pursuant to this Section 12.01(b)(ii) if such Party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such breach has been a principal cause of the failure of the Closing to occur on or prior to the Outside Date;
 - (iii) there is in effect a final and non-appealable Order by any court of competent jurisdiction enjoining or otherwise prohibiting the Closing;
 - (iv) (A) Sellers enter into a definitive agreement providing for a Superior Proposal, and Buyer is not the Successful Bidder or Alternate Bidder at the Auction, or (B) Sellers enter into a definitive agreement providing for a Superior Proposal, Buyer is the Alternate Bidder at the Auction, and (1) the closing of the sale of the relevant Assets to the Successful Bidder pursuant to such Superior Proposal has occurred or (2) Buyer is not subsequently deemed to be the Successful Bidder pursuant to Section 7.08 prior to the close of business on January 27, 2020; or
 - (v) (A) the Bankruptcy Cases are converted into cases under Chapter 7 of the Bankruptcy Code or dismissed or (B) a Trustee under Chapter 11 of the Bankruptcy Code is appointed in the Bankruptcy Cases;
- (c) so long as Buyer is not in material breach of its obligations under this Agreement, by Buyer, by written notice to Southcross:
- (i) if (A) Sellers breach any representation or warranty or fail to perform any covenant or agreement contained in this Agreement, (B) such breach would result in a failure of a condition set forth in Article 9 or Article 10 and (C) such breach is incapable of being cured or, if such breach is curable, has not been cured by the earlier of (1) 20 Business Days after the giving of written notice by Buyer to Sellers of such breach and (2) the Outside Date;
 - (ii) if Sellers file a motion (without Buyer’s consent) to have the Bankruptcy Court enter an Order dismissing or converting the Bankruptcy Cases into cases under Chapter 7 of the Bankruptcy Code or appointing a trustee in the Bankruptcy Cases or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or 1106(a)(4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code;

(iii) if the Sale Hearing is not held on or before October 22, 2019, or if the Sale Hearing is delayed due to the Bankruptcy Court's unavailability, the next Business Day on which the Bankruptcy Court is available to hold such hearing;

(iv) if the Bankruptcy Court has not entered the Sale Order within three Business Days following the Sale Hearing; or

(v) if there has been a Casualty Loss described in Section 8.07 or a condemnation event described in Section 8.08, the relevant Assets have not been restored to a condition reasonably comparable to their prior condition, and such Casualty Loss or condemnation event, individually or in the aggregate, constitutes a Material Adverse Effect; or

(d) so long as Sellers are not in material breach of their obligations under this Agreement, by Southcross by written notice to Buyer if:

(i) (A) Buyer breaches any representation or warranty or fails to perform any covenant or agreement contained in this Agreement, (B) such breach would result in a failure of a condition set forth in Article 10 or Article 11, and (C) such breach is incapable of being cured or, if such breach is curable, has not been cured by the earlier of (1) 20 Business Days after the giving of written notice by Southcross to Buyer of such breach and (2) the Outside Date; or

(ii) Buyer fails to consummate the Transactions, including payment of the Purchase Price, as and when required by Article 4 hereof.

Section 12.02. Effect of Termination.

(a) Subject to Section 3.02 and Section 12.02(b), in the event of a valid termination of this Agreement by Buyer or Southcross pursuant to this Article 12, all rights and obligations under this Agreement will terminate without any Liability of any Party or Person to any other Party or Person; *provided that*, subject to Section 3.02, nothing herein will relieve any Party from Liability for any failure to consummate the Transactions when required pursuant to this Agreement or any willful and material breach of this Agreement prior to such termination; and *provided, further*, that the provisions of this Section 12.02 and Section 3.02, Section 7.01(b), Section 8.12, Section 12.03 and Article 13, and, to the extent applicable to the interpretation or enforcement of such provisions, Article 1 will survive the termination of this Agreement.

(b) If this Agreement is validly terminated pursuant to Section 12.01 for any reason other than a Specified Termination Event, then Sellers, jointly and severally, shall pay or cause to be paid to Buyer the Expense Reimbursement within two Business Days after such termination. The Parties acknowledge and agree that Buyer's entitlement to the Expense Reimbursement (to the extent applicable) will constitute liquidated damages (and not a penalty). Notwithstanding anything to the contrary contained herein, if the Closing fails to occur for any reason, the sole and exclusive remedy of Buyer against Sellers in connection with this Agreement and the Transactions is set forth in Section 3.02(c) and this Article 12. For purposes of this Agreement, "**Specified Termination Event**" shall mean the valid termination of this

Agreement (i) by Southcross pursuant to Section 12.01(d) or (ii) by either Buyer or Southcross pursuant to (A) Section 12.01(b)(ii) under circumstances where, as of the Outside Date, all of the conditions set forth in Article 9, Article 10 and Article 11 have been satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the Closing, provided that such conditions would be satisfied on such date) other than the conditions set forth in Section 10.03 or (B) Section 12.01(b)(iii) under circumstances where the applicable Order relates to the failure to obtain MPSC Approval or the APSC Approval.

Section 12.03. Procedure Upon Termination. In the event of valid termination pursuant to Section 12.01, the terminating Party must give written notice thereof, specifying the provision pursuant to which the Agreement is being terminated, to the other Party or Parties, and this Agreement will terminate (subject to Section 12.02) and the purchase of the Assets hereunder will be abandoned without further action by Buyer or Sellers. If this Agreement is terminated as provided herein, Southcross will be deemed to have delivered notice to Buyer that it must return or destroy all Confidential Information and Buyer will redeliver to Sellers or destroy all documents, work papers and other materials of Buyer and its Representatives relating to the Transactions, in accordance with the terms of the Confidentiality Agreement.

ARTICLE 13 GENERAL PROVISIONS

Section 13.01. No Survival of Representations and Warranties. The representations and warranties contained herein and in any certificate or other Transaction Document delivered by any Party pursuant to this Agreement will terminate upon and not survive the Closing, and no Party shall have any Liability thereafter in respect thereof. Each Party's covenants and other agreements contained in this Agreement will terminate upon the Closing, except the Post-Closing Covenants applicable to such Party, which Post-Closing Covenants will survive the Closing until the earlier of:

(a) full performance of such Post-Closing Covenant in accordance with this Agreement; and

(b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, 30 days following the expiration of the time period for such performance, or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant;

provided, that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof, then such Post-Closing Covenant will survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

Section 13.02. Notices. All notices, requests, consents, waivers and other communications under this Agreement must be in writing and (a) delivered by hand, (b) sent by email (with read receipt received), (c) sent by overnight courier, or (d) sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate

addresses and Representatives (if applicable) set forth below (or to such other addresses and Representatives as a Party may designate by notice to the other Parties):

- (i) If to any Seller, then to:

Southcross Energy Partners, L.P.
Attn: General Counsel
1717 Main Street, Suite 5200
Dallas, TX 75201
E-mail: kelly.jameson@southcrossenergy.com

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
Attn: Marshall Huebner
Darren Klein
Harold Birnbaum
450 Lexington Avenue
New York, NY 10017
E-mail: marshall.huebner@davispolk.com
darren.klein@davispolk.com
harold.birnbaum@davispolk.com

- (ii) If to Buyer:

Magnolia Infrastructure Holdings, LLC
c/o ArcLight Capital Partners, LLC
Attn: General Counsel
200 Clarendon Street, 55th Floor
Boston, MA 02116
E-mail: tburke@arlightcapital.com

with a copy (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
Attn: Justin Stolte
Jonathan Whalen
811 Main Street, Suite 3000
Houston, Texas 77002-6117
E-mail: jstolte@gibsondunn.com
jwhalen@gibsondunn.com

All such notices, requests, consents, waivers and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 P.M. on a Business Day in the recipient's location. Otherwise, any such notice, request, consent, waiver or other

communication shall be deemed to have been received on the following Business Day in the recipient's location.

Section 13.03. Waiver; Waiver of Damages.

(a) Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Laws, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given, and (ii) no notice to or demand on one Party will be deemed to be a waiver of any right of the Party hereto that gives such notice or demand to take further action without notice or demand.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY HERETO FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES; *PROVIDED* THAT NOTHING IN THIS SECTION SHALL PRECLUDE BUYER FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY.

Section 13.04. Entire Agreement; Amendment. This Agreement (including the Schedules, Disclosure Schedules and the Exhibits hereto) and the other Transaction Documents supersede all prior agreements between Buyer and Sellers with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer and Sellers with respect to the subject matter hereof and thereof. Except as permitted under Section 2.05(c), this Agreement, including all Schedules, Disclosure Schedules and Exhibits hereto, may not be amended, modified or supplemented, nor the terms hereof waived, except by a written agreement executed by all of the Parties.

Section 13.05. Assignment. Except as provided in Section 4.05, this Agreement, and the rights, interests and obligations hereunder, may not be assigned by any Party (by operation of law or otherwise) without the express written consent of the other Parties; *provided*, that Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to successor entities pursuant to a plan of reorganization confirmed by the Bankruptcy Court. Any attempted or purported assignment in violation of this Section 13.05 will be deemed void *ab initio*. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 13.06. Severability. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the

Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability.

Section 13.07. Expenses. Except to the extent otherwise specifically provided herein, each of Sellers, on the one hand, and Buyer, on the other hand, will bear its own respective expenses incurred in connection with the negotiation and execution of this Agreement, the other Transaction Documents and the Transactions. Without limiting the foregoing, Buyer will pay (a) the filing fee required in connection with any filing with the APSC or MPSC and (b) any fee required to be paid to the Escrow Agent in connection with the Deposit Escrow Agreement.

Section 13.08. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions, and, accordingly, (a) prior to the Closing, each Party will be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, including specific performance of the covenants, promises or agreements contained in this Agreement or an Order enjoining the applicable Party from any threatened, or from the continuation of any actual, breach of such covenants, promises or agreements, and (b) from and after the Closing, any Party will be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in each case in this sentence, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity. The right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Buyer would have entered into this Agreement.

Section 13.09. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) **Except (i) to the extent the mandatory provisions of the Bankruptcy Code apply and (ii) for any real or immovable property issues, which will be governed by and construed and enforced in accordance with the internal laws of the state in which such real or immovable property is located (without reference to the choice of law rules of such state), this Agreement and all disputes or controversies arising out of or relating to this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.**

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions and (ii) any and all

claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 13.02) or any other manner permitted by law. Notwithstanding the foregoing, each of the Parties agrees that a judgment, decree or award rendered by any such court in Delaware may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 13.10. Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement or such amendment and all of which, when taken together, will constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.02, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by email attachment will be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 13.11. Parties in Interest; No Third Party Beneficiaries. This Agreement will inure to the benefit of and be binding upon Buyer, Sellers and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind, except that Section 13.12 is intended for the benefit of and are enforceable by the Party Affiliates; *provided* that in each case such party will be subject to all the limitations and procedures of this Agreement as if it were a Party hereunder.

Section 13.12. No Recourse.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, and notwithstanding the fact that any Party may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties will have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any Transaction Document in respect of any oral representations made or

alleged to be made in connection herewith or therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, Representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (each, a “**Party Affiliate**”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, Contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other Applicable Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or the transaction contemplated hereby, under any documents or instruments delivered contemporaneously herewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, Contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation; *provided* that (i) nothing herein shall limit the rights of any party to a Transaction Document under such Transaction Document against any other Person that is party thereto and (ii) nothing in this Section 13.12(a) shall limit the Third-Party beneficiary rights expressly granted to Southcross pursuant to the terms of the Equity Commitment Letter.

(b) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement and the other Transaction Document or arising out of any Post-Closing Covenant and except in the case of Fraud, Buyer, on behalf of itself and each of its Affiliates and each of its and their respective past, present and/or future general or limited partners, management companies, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “**Releasers**”), hereby irrevocably and unconditionally releases and forever discharges Sellers and Southcross GP, their respective Affiliates and each of the foregoing’s respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “**Released Parties**”) of and from any and all actions, causes of action, suits, Proceedings, executions, Orders, duties, debts, dues, accounts, bonds, Liabilities, Contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise) which any of the Releasers may have against any of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Assets, the Business or any action taken or failed to be taken by any of the Released Parties in any capacity related to Assets or the Business, in each case, occurring or arising on or prior to the Closing Date. From and after the Closing and notwithstanding any applicable statute of limitations, Buyer will not, and will cause each of the other Releasers not to, bring any Proceeding against Sellers or any of the other Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by Buyer on behalf of itself and the other Releasers under this Section 13.12(b).

(c) Buyer agrees that if Buyer or any of its Affiliates obtains or binds a representations and warranties insurance policy with respect to any of the representations or warranties set forth in Article 5 of this Agreement, any certificate delivered by Seller pursuant to this Agreement or any other Transaction Document (each, a “**R&W Insurance Policy**”), each such R&W

Insurance Policy will at all times provide that: (i) the insurer will have no, and will waive and not pursue any and all, subrogation rights against Sellers, Southcross GP or any of their Affiliates, other than with respect to a claim for Fraud, (ii) Sellers and Southcross GP are third-party beneficiaries of such waiver and (iii) Buyer will have no obligation to pursue any claim against Sellers or Southcross GP in connection with any Liability.

Section 13.13. Disclosure Schedules; Materiality. The inclusion of any matter in any Disclosure Schedule will be deemed to be a disclosure in all other Disclosure Schedules, without the need for repetition or cross reference, to the extent that the relevance of such disclosure to the other Disclosure Schedules is reasonably apparent on its face. The inclusion of any matter in any Disclosure Schedule will not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Disclosure Schedule will not be deemed an admission as to whether the fact or item is “material” or would constitute a “Material Adverse Effect.”

Section 13.14. Liquidating Trustee. If at any time any Seller liquidates, its estate is converted to Chapter 7, or otherwise has a trustee or other Representative appointed by the Bankruptcy Court (as applicable, a “Trustee”), then (a) such Trustee will be bound to perform the obligations of Sellers and will be entitled to exercise the rights of Sellers under this Agreement, and (b) with respect to all of Sellers’ assets that are abandoned (if any) following the date hereof, Sellers grant to such Trustee a power of attorney for purposes performing Sellers’ obligations under Section 2.06 with respect to such abandoned assets. Sellers acknowledge and agree that the power of attorney granted to such Trustee (if any) pursuant to the foregoing clause (b) is coupled with an interest and will be irrevocable. Further, such power of attorney will also be granted to Buyer for purposes of performing Sellers’ obligations under Section 2.06 with respect to such abandoned assets, as determined by Buyer, and in the event Buyer exercises such power of attorney, the Trustee will not commit any act or take any action that is inconsistent with such exercise by Buyer, except as requested in writing by Buyer.

Section 13.15. Seller Representative.

(a) Southcross GP and each Southcross Entity, by executing this Agreement, irrevocably constitutes and appoints Southcross and its successors, acting as hereinafter provided, as such appointing Person’s attorney-in-fact to act on behalf of such Person in connection with the authority granted to Southcross pursuant to this Section 13.15, and acknowledges that such appointment is coupled with an interest.

(b) Southcross GP and each Southcross Entity, by the appointment described in Section 13.15(a), (i) authorizes Southcross subsequent to the date hereof (A) to give and receive written consents, reports, notices and communications to or from Buyer relating to this Agreement, the Transactions and the other Transaction Documents, (B) to act on such appointing Person’s behalf with respect to any and all matters affecting such appointing Person in this Agreement, including giving and receiving all notices and communications to be given or received with respect to any such matters, and (C) to negotiate, compromise and resolve any dispute that may arise under this Agreement and (ii) agrees to be bound by all agreements and

determinations made by and documents executed and delivered by Southcross pursuant to the authority granted to Southcross hereunder.

(c) Southcross GP and each Southcross Entity, by the execution of this Agreement, expressly acknowledges and agrees that (i) Southcross is authorized to act on its behalf with respect to this Agreement, notwithstanding any dispute or disagreement between such appointing Person and Southcross, and (ii) Buyer will be entitled to solely interact with, and rely on any and all actions taken by, Southcross under this Agreement without any Liability to, or obligation to inquire of, such appointing Person. Any notice or communication given or received by, and any decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, Southcross that is within the scope of Southcross's authority under this Section 13.15 will constitute a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of Sellers and will be final, binding and conclusive upon such appointing Person. Buyer will be entitled to rely upon any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction as being a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or interaction of, such appointing Person and Sellers.

Section 13.16. Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Articles 9, 10 or 11, as the case may be, if such failure was caused by such Party's material failure to comply with any provision of this Agreement.


[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.


SELLERS

Southcross Energy Partners, L.P.

By: Southcross Energy Partners GP, LLC,
its general partner


By: 
Name: James W. Swent III
Title: President and CEO

Southcross Energy Partners GP, LLC

By: 
Name: James W. Swent III
Title: President and CEO

The Southcross Entities:

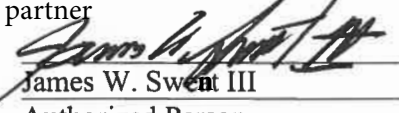
Southcross Energy Finance Corp.

By: 
Name: James W. Swent III
Title: Authorized Person

Southcross Energy Operating, LLC

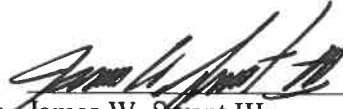
By: Southcross Energy Partners, L.P., its
sole member

By: Southcross Energy Partners GP, LLC, its
general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Energy GP LLC

By: Southcross Energy Operating, LLC, its
sole member

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Energy LP LLC

By: Southcross Energy Operating, LLC, its
sole member

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Gathering Ltd.

By: Southcross Energy GP LLC, its general
partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross CCNG Gathering Ltd.

By: Southcross Energy GP LLC, its general
partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross CCNG Transmission Ltd.

By: Southcross Energy GP LLC, its general
partner

By: 
Name: James W. Swent III
Title: Authorized Person

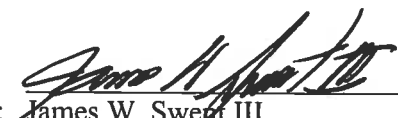
Southcross Marketing Company Ltd.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person

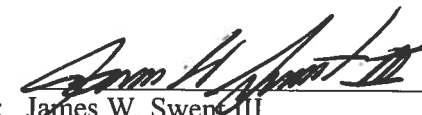
Southcross NGL Pipeline Ltd.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person

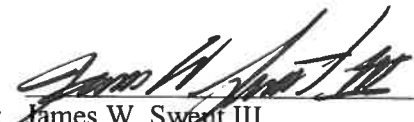
Southcross Midstream Services, L.P.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Mississippi Industrial Gas Sales, L.P.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Mississippi Pipeline, L.P.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Gulf Coast Transmission Ltd.

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person

Southcross Mississippi Gathering, L.P.


By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person

Southcross Delta Pipeline LLC


By: Southcross Mississippi Gathering, L.P., as sole member

By: Southcross Energy GP LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Alabama Pipeline LLC

By: Southcross Energy GP LLC, as sole member

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Nueces Pipelines LLC

By: Southcross Energy GP LLC, as sole member


By: 
Name: James W. Swent III
Title: Authorized Person

Southcross Processing LLC

By: Southcross Energy GP LLC, as sole member


By: 
Name: James W. Swent III
Title: Authorized Person

FL Rich Gas Services GP, LLC

By: 
Name: James W. Swent III
Title: Authorized Person


FL Rich Gas Services, LP

By: FL Rich Gas Services GP, LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


FL Rich Gas Utility GP, LLC

By: FL Rich Gas Services, LP, its sole member
By: FL Rich Gas Services GP, LLC, its general partner

By: 
Name: James W. Swent III
Title: Authorized Person


FL Rich Gas Utility, LP

By: FL Rich Gas Utility GP, LLC, its
general partner

By: 
Name: James W. Swent III
Title: Authorized Person


Southcross Transmission, LP

By: FL Rich Gas Services, LP, its limited
partner
By: FL Rich Gas Services GP, LLC, its general
partner

By: 
Name: James W. Swent III
Title: Authorized Person

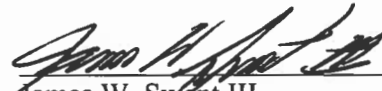
T2 EF Cogeneration Holdings LLC

By: FL Rich Gas Services, LP, its sole
member
By: FL Rich Gas Services GP, LLC, its general
partner

By: 
Name: James W. Swent III
Title: Authorized Person

T2 EF Cogeneration LLC

By: T2 EF Cogeneration Holdings, LLC, its
sole member

By: 
Name: James W. Swent III
Title: Authorized Person

BUYER

Magnolia Infrastructure Holdings, LLC

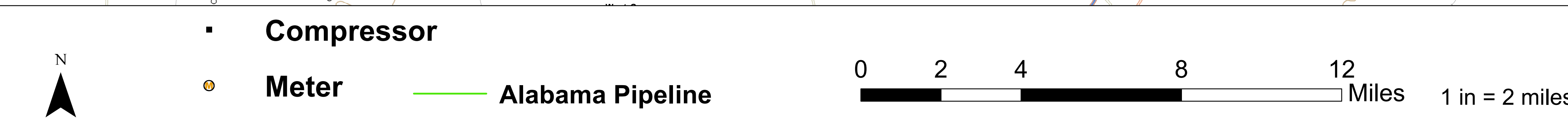
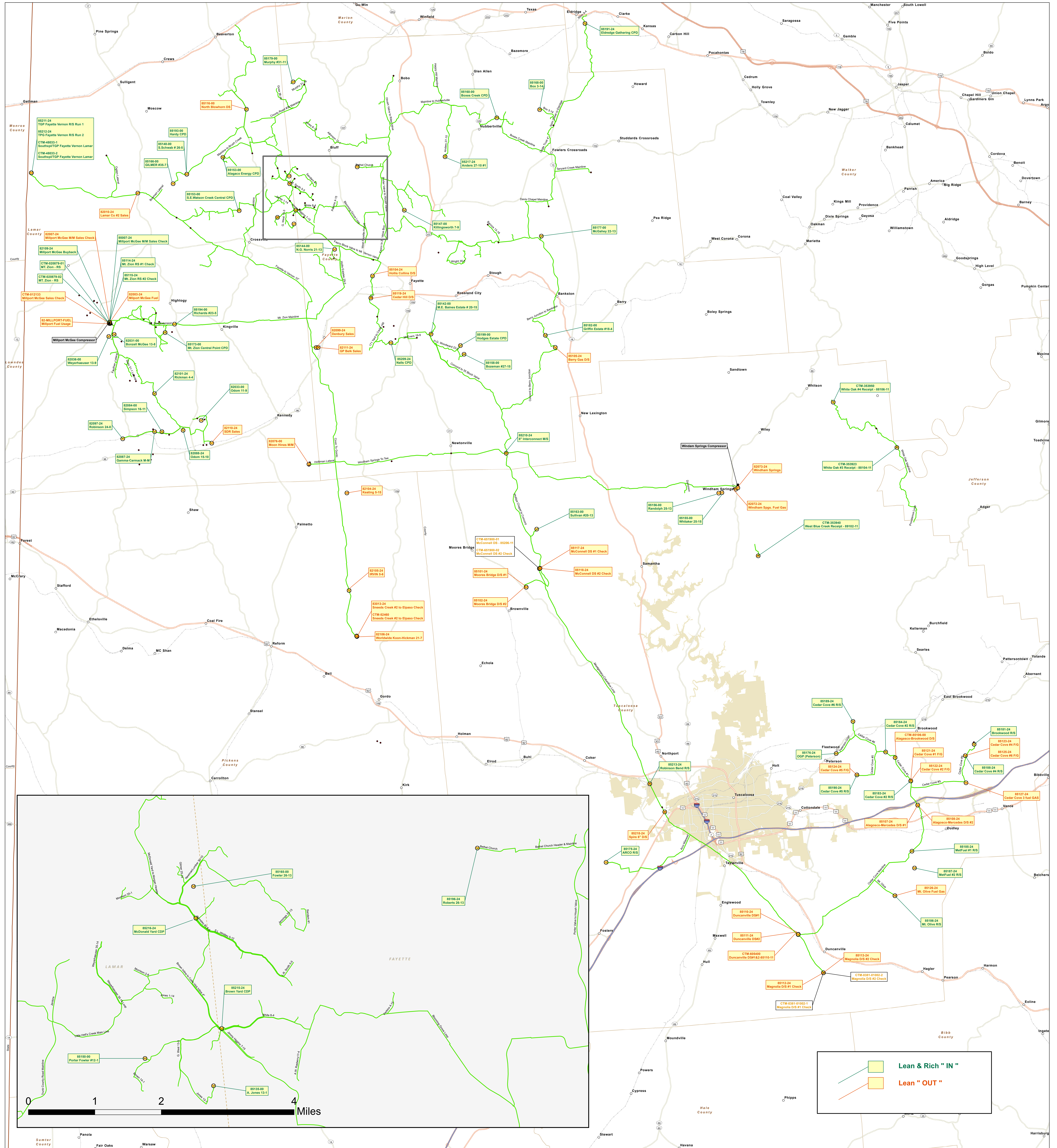
By: DRR
Name: Daniel R. Revers
Title: President

Exhibit A-1

Alabama Assets

The Alabama System is comprised of 491 miles of natural gas gathering and intrastate transmission pipelines. The Alabama System is primarily supplied by low-decline coal bed methane from the Black Warrior Basin pursuant to life-of-lease transportation agreements and receives supplemental natural gas volumes from conventional gas wells and unaffiliated interstate pipelines and supplies markets along the system. The Alabama System benefits from seasonal transportation opportunities based on its strategic interconnects with TGP and Transco.

(see attached)



	Lean & Rich "IN"
	Lean "OUT"

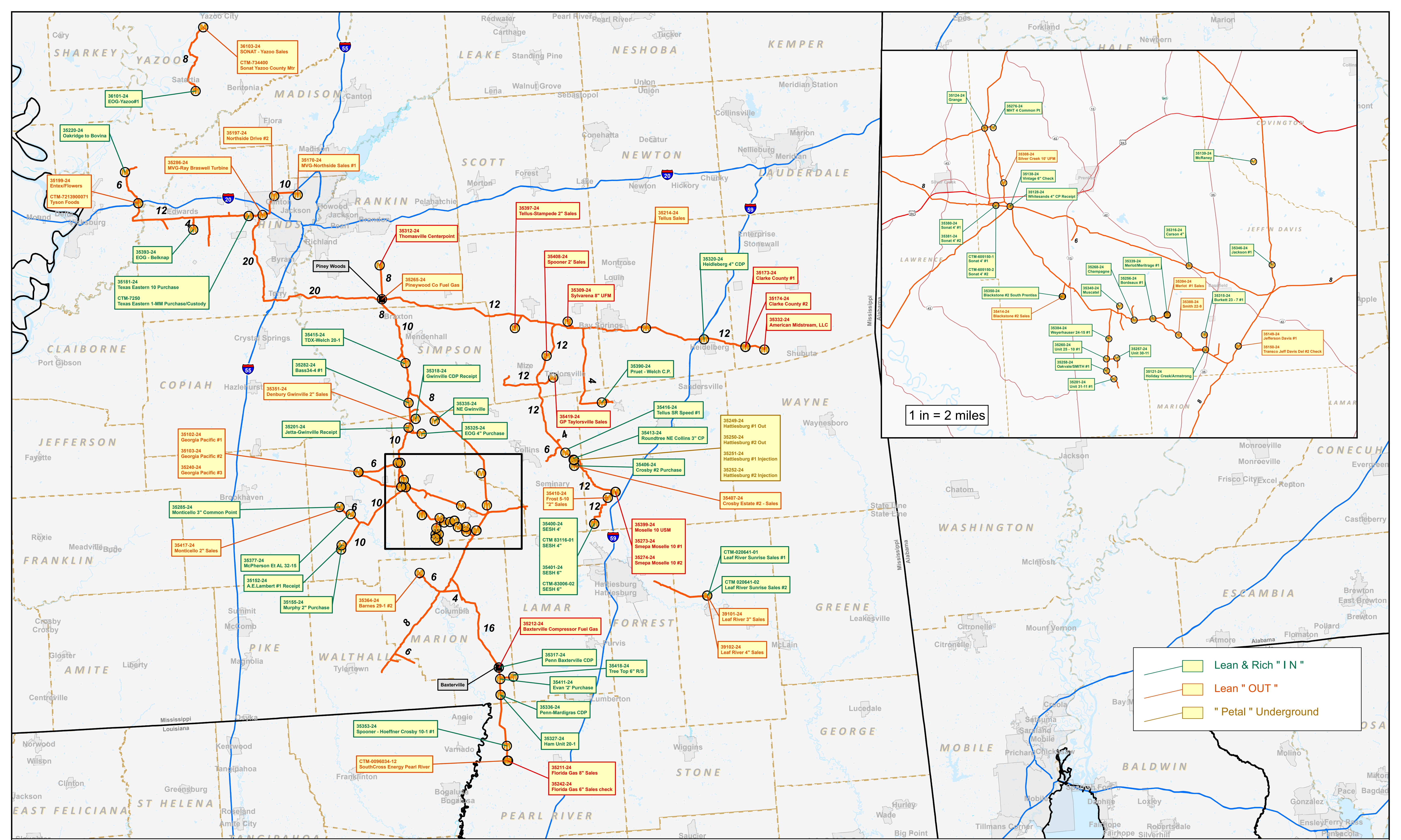
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Exhibit A-2

Mississippi Assets

The Mississippi System is the largest intrastate pipeline system in Mississippi and consists of 578 miles of pipeline with an estimated design capacity of 345 MMcfd. The Mississippi System is primarily end-use demand-driven with 85% of natural gas sold to on-system end-users and only 15% sold to other pipelines. It has been strategically developed to receive natural gas from three unaffiliated interstate pipelines, providing customers the opportunity to market gas off-system or supplement supply for end-users.

(see attached)



- Meter
- Compressor
- Southcross Mississippi Pipeline, L.P.

0 3.5 7 14 21 Miles
1 in = 7 miles

Information depicted on this map is the sole property of Southcross Energy. Electronic reproduction of any portion of this map is strictly prohibited absent the written consent of Southcross Energy.
This information is to be used for reference purposes only. Southcross Energy does not guarantee the accuracy of this material and is not responsible for any misuse or misrepresentation of this information.

Mississippi System Meters



Exhibit A-3 to the Asset Purchase Agreement

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

MASTER ASSIGNMENT AGREEMENT

This MASTER ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of [•], 2019 (the “**Effective Date**”) is entered into by and among Southcross Energy Partners, L.P., a Delaware limited partnership (“**Southcross**”), the Subsidiaries of Southcross listed on the signature pages hereto (collectively, the “**Southcross Entities**,” and together with Southcross, the “**Sellers**”, and, each individually, a “**Seller**”), Southcross Energy Partners GP, LLC, a Delaware limited liability company, solely with respect to Section 8.04 and Article 13 of the Purchase Agreement (as defined below), and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company, whose address is [200 Clarendon Street, 55th Floor, Boston, MA 02116] (“**Buyer**”). Sellers and Buyer are sometimes referred to collectively herein as the “**Parties**” and each individually a “**Party**.” Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.

RECITALS:

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of September 11, 2019 (the “**Purchase Agreement**”), pursuant to which (a) Sellers have agreed to sell, transfer, assign, convey and deliver unto Buyer, and Buyer has agreed to purchase, acquire and accept from Sellers, the Assets (as defined below) and (b) Buyer has agreed to assume and to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the Assumed Liabilities (as defined below), subject in all respects to the terms and conditions of the Purchase Agreement; and

WHEREAS, in connection with the sale, transfer, assignment, conveyance and delivery of the Assets and the assignment of the Assumed Liabilities, in each case from Sellers to Buyer, and Buyer’s acceptance or assumption, as applicable, of the same, pursuant to the terms and conditions of the Purchase Agreement, Sellers and Buyer are executing and delivering this Agreement; and

WHEREAS, Sellers are debtors and debtors in possession in Chapter 11 Case No. 19-10702 (MFW) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), styled “In re: Southcross Energy Partners, L.P., et al.”; and

WHEREAS, the Bankruptcy Court has entered an Order dated [•], 2019, in said Case No. 19-10702 (MFW) authorizing the sale and conveyance of the Assets by Sellers to Buyer pursuant to the Purchase Agreement.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are expressly confessed and acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

AGREEMENTS:

1. Sale and Assignment. Sellers do hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN, AND DELIVER unto Buyer and its successors and assigns, effective for all purposes as of the Effective Date, all of Sellers’s right, title and

interest in, to, or under the following (collectively, the “**Assets**”, which for the avoidance of doubt shall exclude the Excluded Assets):

(a) the natural gas gathering and transmission pipelines, pipeline systems, flowlines, and gathering and processing systems (whether such pipelines and facilities are operating, being built or idle) of such Seller located in Mississippi or Alabama, including those described and depicted on the plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such pipelines, pipeline systems, flowlines, and gathering and processing systems or elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Pipeline Systems**”);

(b) the processing, fractionating, gathering and treating plants, compression stations and other facilities of such Seller located in Mississippi and Alabama, including those described and depicted on the plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such processing, fractionating, gathering and treating plants, compression stations and other facilities or elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Plants**”);

(c) to the extent not described in Section 1(a) or (b) above, all items of tangible personal property or equipment owned or held primarily for use by such Seller in connection with its ownership or operation of the Pipeline Systems, Plants and other Assets, including the vehicles listed on Exhibit A-3;

(d) all inventory held by such Seller for use in connection with the Pipeline Systems or Plants;

(e) all fee interests, rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits, privileges and leases (surface and subsurface) owned or held for use by such Seller, including those described in Exhibit A-4, in each case, in connection with the Pipeline Systems or Plants and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto (in each case, excluding unexpired leases that are 365 Contracts) (collectively, the “**Real Property Interests**”);

(f) all Contracts that constitute, as of the Closing Date, Desired 365 Contracts (collectively, the “**Assigned Contracts**”);

(g) all Permits of any Governmental Authority, and all Orders of any Governmental Authority (in each such case, whether preliminary or final) required of such Seller for the ownership, operation or use of the Assets;

(h) all books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller's or its Subsidiaries' possession, whether in written or electronic format, to the extent primarily relating to any Asset, Transferred Employee and/or to any Assumed Liabilities, together with copies, but not originals, of books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller's or its Subsidiaries' possession, whether in written or electronic format, to the extent relating, but not primarily relating, to any Asset, Transferred Employee and/or to any Assumed Liabilities;

(i) all rights, claims, accounts and causes of action (including warranty and similar claims) associated with the Assets and immunities related to same, arising out of events occurring at or after the Closing, including all income, proceeds, revenue, receipts, and credits earned with respect to the Assets from and after the Closing Date;

(j) all warranty or indemnity claims that may be made against any Person, other than Sellers or any Affiliate thereof, under any Assigned Contract, in each case, relating to the Assets, or any products or services provided in connection therewith;

(k) all advance payments, prepayments, prepaid expenses, deposits (other than the Bankruptcy Deposits) or the like (other than Taxes), in each case related to the Assets and made by or on behalf of such Seller before the Closing Date;

(l) all rights to proceeds under the Insurance Policies to the extent related to the Assets (other than insurance proceeds relating to a Casualty Loss (i) that are used by Sellers to repair the applicable Casualty Loss or (ii) with respect to which (and only to the extent to which) the Cash Purchase Price was reduced in accordance with Section 8.07 of the Purchase Agreement);

(m) all Intellectual Property;

(n) all goodwill and other intangible assets associated with the Business, including all customer relationships and goodwill of the Business, and all information and documents related thereto; and

(o) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Assets (including against any counterparty of any Assigned Contract), including any proceeds thereof.

EXCEPTING AND RESERVING to Sellers, however, in all such instances, the Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Buyer, its successors and assigns forever, together with all and singular the rights, privileges, Contracts and appurtenances, in any way appertaining or belonging thereto, subject to the terms of this Agreement and the Purchase Agreement.

2. Assumption of Liabilities. Upon the terms and subject to the conditions of the Purchase Agreement, Buyer hereby assumes and agrees to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively, the “**Assumed Liabilities**”):

(a) *Generally.* All Liabilities arising from the ownership or operation of the Assets by Buyer at and after the Closing (including the amount of any Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period as determined pursuant to Section 8.01(b)(ii) of the Purchase Agreement);

(b) *Assigned Contracts.* All of Sellers’ Liabilities under the Assigned Contracts, to the extent (i) first arising at or after the Closing or (ii) arising prior to the Closing to the extent requiring performance at or after the Closing other than payment of Liabilities incurred prior to the Closing, in each case, excluding any Liabilities arising from any breach prior to the Closing or as a result of Closing or any event, circumstance or condition first occurring or existing prior to the Closing that, with notice, lapse of time or both, would constitute or result in a breach by the Sellers of any obligations thereunder;

(c) *Real Property Interests.* All of Sellers’ Liabilities under the Real Property Interests arising from facts and circumstances first occurring after the Closing;

(d) *Properties.* All Decommissioning Obligations of Sellers or otherwise relating to the Assets, whether arising prior to, at or after the Closing (but, for clarity, excluding any Decommissioning Obligations to the extent relating to the Excluded Assets);

(e) *Taxes.* (i) All Transfer Taxes and (ii) all other Liabilities for Taxes arising from the ownership, or arising from the operation, of the Assets by Buyer following the Closing;

(f) *Environmental.* All Liabilities relating to the Assets arising after the Closing that do not constitute Excluded Liabilities under Section 2.04(k) of the Purchase Agreement; and

(g) *Transferred Employees.* All Liabilities in respect of any Transferred Employee for periods after the Closing.

For the avoidance of doubt, Buyer does not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge the Excluded Liabilities.

3. Purchase Agreement and Real Property Transfer Documents; Disclaimer of Warranties.

(a) Neither the making nor the acceptance of the assignment and transfer hereunder, nor the making of the assumption hereunder, shall constitute a waiver or release by any of Sellers or Buyer of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement or any of the special warranty deeds or act of cash agreements contemplated by the Purchase Agreement (the “**Real Property Transfer Documents**”). The representations, warranties, covenants and agreements contained in the Purchase Agreement and the Real Property Transfer Documents shall not be superseded hereby, and shall remain in full force and effect to the extent provided therein.

(b) SELLERS ARE CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT AND THE REAL PROPERTY TRANSFER DOCUMENTS.

(c) Sellers and Buyer agree that the disclaimers contained in Section 3(b) herein are “conspicuous” disclaimers. Any covenant implied by statute or law by use of the words “grant,” “contribute,” “transfer,” “assign” or “convey” or any of them are hereby expressly disclaimed, waived and regulated.

(d) This Agreement is executed and delivered by the Parties pursuant to the Purchase Agreement. This Agreement is subject and subordinate to all of the terms and provisions in the Purchase Agreement. If any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control.

4. Governmental Forms; Recordable Assignments. The Parties may execute (a) separate governmental form assignments of the Assets, if required by applicable law, on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements and (b) recordable form assignments in sufficient counterparts to file of record in each applicable jurisdiction where the Assets are located. Any such separate assignments (x) shall evidence this Agreement and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets and (y) are not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations on warranties set forth in this Agreement and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by the Parties.

5. General Provisions.

(a) *Governing Law.* Except (i) to the extent the mandatory provisions of the Bankruptcy Code apply and (ii) for any real or immovable property issues, which will be governed by and construed and enforced in accordance with the internal laws of the State in which such real or immovable property is located (without reference to the choice of law rules of such State), this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) *Consent to Jurisdiction and Venue.* The Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 13.02 of the Purchase Agreement) or any other manner permitted by law. Notwithstanding the foregoing, each of the Parties agrees that a judgment, decree or award rendered by any such court in Delaware may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) *Jury Trial Waiver.* EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

(d) *Further Assurances.* From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to each Seller and their successors and assigns, the assumption of the Liabilities intended to be assumed by Buyer under this Agreement, and to otherwise make effective the Transactions.

(e) *Entire Agreement; Amendment.* This Agreement, the Purchase Agreement and the other Transaction Documents supersedes all prior agreements between Buyer and Sellers with respect to its subject matter hereof and thereof and constitutes a complete and exclusive statement of the terms of the agreements between Buyer and Sellers with respect to the subject matter hereof and thereof. This Agreement may not be amended, modified or supplemented, or the terms hereof waived, except by a written agreement executed by all of the Parties.

(f) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Laws, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (ii) no notice to or demand on one Party will be deemed to be a waiver of any right of the Party hereto that gives such notice or demand to take further action without notice or demand.

(g) *Waiver of Damages.* NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY HERETO FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES, PROVIDED THAT NOTHING IN THIS SECTION SHALL PRECLUDE BUYER FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY OR LIMIT THE AMOUNT RECOVERABLE BY BUYER THEREUNDER.

(h) *Severability.* The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any Person or any circumstance, is invalid or unenforceable, (i) the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability.

(i) *Parties in Interest; No Third Party Beneficiaries.* This Agreement will inure to the benefit of and be binding upon Buyer, Sellers and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

(j) *Counterparts.* This Agreement and any amendment hereto may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Agreement or such amendment and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by email attachment will be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Sellers and Buyer have duly executed and delivered this Agreement to be effective as of the Effective Date.

Southcross Energy Partners, L.P.

**By: Southcross Energy Partners GP,
LLC, its general partner**

By: _____
Name: _____
Title: _____

The Southcross Entities:

[____]

By: _____
Name: _____
Title: _____

Magnolia Infrastructure Holdings, LLC

By: _____
Name: _____
Title: _____

Exhibit A-1

Alabama Assets

Exhibit A-2

Mississippi Assets

Exhibit A-3

Vehicles

Exhibit A-4

Real Property Interests

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

THE STATE OF ALABAMA

}
}
}
}

KNOW ALL MEN BY THESE PRESENTS:

[•] COUNTIES

ASSIGNOR: [Applicable Southcross Entity]
[Address]

ASSIGNEE: Magnolia Infrastructure Holdings, LLC
200 Clarendon Street, 55th Floor, Boston, MA 02116

EFFECTIVE DATE: [•]

This ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this “Assignment”), effective as of [•], 2019 (the “Effective Date”), is made by and between [•], a [•] (“Assignor”) and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company, whose address is 200 Clarendon Street, 55th Floor, Boston, MA 02116 (“Assignee”). Assignor and Assignee may sometimes be referred to in this Assignment individually as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 11, 2019 (the “Purchase Agreement”), by and among Southcross Energy Partners, L.P., a Delaware limited partnership, the Southcross Entities (as defined therein), Southcross Energy Partners GP, LLC (“Southcross GP”), and Assignee, (a) Assignor has agreed to sell, transfer, assign, convey and deliver unto Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, the Assets (as defined below) and (b) Assignee has agreed to assume and to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the Assumed Liabilities (as defined below), subject in all respects to the terms and conditions of the Purchase Agreement. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, in connection with the sale, transfer, assignment, conveyance and delivery of the Assets and the assignment of the Assumed Liabilities, in each case from Assignor to Assignee, and Assignee’s acceptance or assumption, as applicable, of the same, pursuant to the terms and conditions of the Purchase Agreement, Assignor and Assignee are executing and delivering this Assignment; and

WHEREAS, Assignor is a debtor and debtor in possession in Chapter 11 Case No. 19-10702 (MFW) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), styled “In re: Southcross Energy Partners, L.P., et al.”; and

WHEREAS, the Bankruptcy Court has entered an Order dated [●], 2019, in said Case No. 19-10702 (MFW) authorizing the sale and conveyance of the Assets by Assignor to Assignee pursuant to the Purchase Agreement.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are expressly confessed and acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ASSIGNMENT:

1. **Sale and Assignment.** Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN, AND DELIVER unto Assignee and its successors and assigns, effective for all purposes as of the Effective Date, all of Assignor's right, title and interest in, to, or under the following (collectively, the "Assets", which for the avoidance of doubt shall exclude the Excluded Assets):

(a) the natural gas gathering and transmission pipelines, pipeline systems, flowlines, and gathering and processing systems (whether such pipelines and facilities are operating, being built or idle) of such Assignor located in Alabama, including those described and depicted on the plat attached hereto as Exhibit A-1, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Assignor that is located at or in the immediate vicinity of such pipelines, pipeline systems, flowlines, and gathering and processing systems or elsewhere in Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the "**Pipeline Systems**");

(b) the processing, fractionating, gathering and treating plants, compression stations and other facilities of such Assignor located in Alabama, including those described and depicted on the plat attached hereto as Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Assignor that is located at or in the immediate vicinity of such processing, fractionating, gathering and treating plants, compression stations and other facilities or elsewhere in Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the "**Plants**");

(c) to the extent not described in subsection (a) or (b) above, all items of tangible personal property or equipment owned or held primarily for use by such Assignor in connection with its ownership or operation of the Pipeline Systems, Plants and other Assets;

(d) all inventory held by such Assignor for use in connection with the Pipeline Systems or Plants;

(e) all rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits, privileges and leases (surface and

subsurface) owned or held for use by such Assignor, including those described in Exhibit A-3, in each case, in connection with the Pipeline Systems or Plants and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto (in each case, excluding unexpired leases that are 365 Contracts) (collectively, the “**Real Property Interests**”);

(f) all Contracts that constitute, as of the Closing Date, Desired 365 Contracts (collectively, the “**Assigned Contracts**”);

(g) all Permits of any Governmental Authority, and all Orders of any Governmental Authority (in each such case, whether preliminary or final) required of such Assignor for the ownership, operation or use of the Assets;

(h) all books, databases, files, records, maps, information and data (other than the Excluded Records) in such Assignor’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent primarily relating to any Asset, Transferred Employee and/or to any Assumed Liabilities, together with copies, but not originals, of books, databases, files, records, maps, information and data (other than the Excluded Records) in such Assignor’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent relating, but not primarily relating, to any Asset, Transferred Employee and/or to any Assumed Liabilities;

(i) all rights, claims, accounts and causes of action (including warranty and similar claims) associated with the Assets and immunities related to same, arising out of events occurring at or after the Closing, including all income, proceeds, revenue, receipts, and credits earned with respect to the Assets from and after the Closing Date;

(j) all warranty or indemnity claims that may be made against any Person, other than Assignor or any Affiliate thereof, under any Assigned Contract, in each case, relating to the Assets, or any products or services provided in connection therewith;

(k) all advance payments, prepayments, prepaid expenses, deposits (other than the Bankruptcy Deposits) or the like (other than Taxes), in each case related to the Assets and made by or on behalf of Assignor before the Closing Date;

(l) all rights to proceeds under the Insurance Policies to the extent related to the Assets (other than insurance proceeds relating to a Casualty Loss (i) that are used by Assignor to repair the applicable Casualty Loss or (ii) with respect to which (and only to the extent to which) the Cash Purchase Price was reduced in accordance with Section 8.07 of the Purchase Agreement);

(m) all Intellectual Property;

(n) all goodwill and other intangible assets associated with the Business, including all customer relationships and goodwill of the Business, and all information and documents related thereto; and

(o) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Assets (including against any counterparty of any Assigned Contract), including any proceeds thereof.

EXCEPTING AND RESERVING to Assignor, however, in all such instances, the Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, together with all and singular the rights, privileges, Contracts and appurtenances, in any way appertaining or belonging thereto, subject to the terms of this Assignment and the Purchase Agreement.

2. Assumed Liabilities. Assignee hereby assumes and agrees to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the Assumed Liabilities. For the avoidance of doubt, Assignee does not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge the Excluded Liabilities.

3. Purchase Agreement and Real Property Transfer Documents; Disclaimer of Warranties.

(a) Neither the making nor the acceptance of the assignment and transfer hereunder, nor the making of the assumption hereunder, shall constitute a waiver or release by any of Assignor or Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Purchase Agreement or any of the special warranty deeds or act of cash agreements contemplated by the Purchase Agreement (the “**Real Property Transfer Documents**”). The representations, warranties, covenants and agreements contained in the Purchase Agreement and the Real Property Transfer Documents shall not be superseded hereby, and shall remain in full force and effect to the extent provided therein.

(b) ASSIGNOR IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT AND THE REAL PROPERTY TRANSFER DOCUMENTS.

(c) Assignor and Assignee agree that the disclaimers contained in Section 3(b) herein are “conspicuous” disclaimers. Any covenant implied by statute or law by use of the words “grant,” “contribute,” “transfer,” “assign” or “convey” or any of them are hereby expressly disclaimed, waived and regulated.

(d) This Assignment is executed and delivered by the Parties pursuant to the Purchase Agreement. This Assignment is subject and subordinate to all of the terms and provisions in the Purchase Agreement. If any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall control.

4. Governmental Forms. Assignor and Assignee may execute separate governmental form assignments of the Assets, if required by applicable law, on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets and (b) are not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to

create, and shall not create, any representations, warranties, or additional covenants of or by the Parties.

2. **General Provisions.**

(a) *Governing Law.* Except (i) to the extent the mandatory provisions of the Bankruptcy Code apply and (ii) for any real or immovable property issues, which will be governed by and construed and enforced in accordance with the laws of the State of Alabama (without reference to the choice of law rules of the State of Alabama), this Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) *Consent to Jurisdiction and Venue.* The Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 13.02 of the Purchase Agreement) or any other manner permitted by law. Notwithstanding the foregoing, each of the Parties agrees that a judgment, decree or award rendered by any such court in Delaware may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) *Jury Trial Waiver.* EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

(d) *Further Assurances.* From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Assignee and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment and to assure fully to Assignor and its successors and assigns, the assumption of the Liabilities intended to be assumed by Assignee under this Assignment, and to otherwise make effective the Transactions.

(e) *Substitution and Subrogation.* This Assignment is made with full substitution and subrogation of Assignee and Assignee's successors and assigns in and to all warranties, representations and covenants previously given or made by other persons or entities with respect to the Property, and, to the extent that the same are transferable, Assignor assigns and

transfers to Assignee the rights and benefits under and pertaining to any such warranties, representations and covenants including, without limitation, the right to enforce the same.

(f) *Entire Agreement; Amendment.* This Assignment, the Purchase Agreement and the other Transaction Documents supersede all prior agreements between Assignee and Assignor with respect to its subject matter hereof and thereof and constitute a complete and exclusive statement of the terms of the agreements between Assignee and Assignor with respect to the subject matter hereof and thereof. This Assignment may not be amended, modified or supplemented, or the terms hereof waived, except by a written agreement executed by all of the Parties.

(g) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Assignment or the documents referred to in this Assignment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Laws, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (ii) no notice to or demand on one Party will be deemed to be a waiver of any right of the Party hereto that gives such notice or demand to take further action without notice or demand.

(h) *Waiver of Damages.* NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY HERETO FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS ASSIGNMENT AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES, PROVIDED THAT NOTHING IN THIS SECTION SHALL PRECLUDE ASSIGNEE FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY OR LIMIT THE AMOUNT RECOVERABLE BY ASSIGNEE THEREUNDER.

(i) *Severability.* The provisions of this Assignment will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) the Parties will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible and (ii) the remainder of this Assignment and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability.

(j) *Parties in Interest; No Third Party Beneficiaries.* This Assignment will inure to the benefit of and be binding upon Assignee, Assignor and their respective successors and permitted assigns. This Assignment is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

(k) *Counterparts.* This Assignment and any amendment hereto may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Assignment or such amendment and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment or any amendment hereto by email attachment will be effective as delivery of a manually executed counterpart of this Assignment or such amendment, as applicable.

[Rest of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

[Applicable Southcross Entity]

By:
Its:

ASSIGNEE:

**Magnolia Infrastructure Holdings,
LLC**

By:
Its:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, do hereby certify that _____, _____ of _____, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the content of said instrument, he as such _____ of _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this ____ day of _____, 2019.

Notary Public

My Commission expires: _____

(Affix official seal, if applicable)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for said County, in said State, do hereby certify that _____, _____ of _____, a _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the content of said instrument, he as such _____ of _____ and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand this ____ day of _____, 2019.

Notary Public

My Commission expires: _____

(Affix official seal, if applicable)

Prepared by and upon recordation return to:

_____ of _____, [Address]

Exhibit A-1
Pipeline Systems

Exhibit A-2

Plants

Exhibit A-3

Real Property Interests

This ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (this “**Assignment**”), effective as of [•], 2019 (the “**Effective Date**”), is made by and between [•], a [•] (“**Assignor**”) and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company, whose address is 200 Clarendon Street, 55th Floor, Boston, MA 02116 (“**Assignee**”). Assignor and Assignee may sometimes be referred to in this Assignment individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 11, 2019 (the “**Purchase Agreement**”), by and among Southcross Energy Partners, L.P., a Delaware limited partnership, the Southcross Entities (as defined therein), Southcross Energy Partners GP, LLC (“**Southcross GP**”), and Assignee, (a) Assignor has agreed to sell, transfer, assign, convey and deliver unto Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, the Assets (as defined below) and (b) Assignee has agreed to assume and to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the Assumed Liabilities (as defined below), subject in all respects to the terms and conditions of the Purchase Agreement. Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement; and

WHEREAS, in connection with the sale, transfer, assignment, conveyance and delivery of the Assets and the assignment of the Assumed Liabilities, in each case from Assignor to Assignee, and Assignee’s acceptance or assumption, as applicable, of the same, pursuant to the terms and conditions of the Purchase Agreement, Assignor and Assignee are executing and delivering this Assignment; and

WHEREAS, Assignor is a debtor and debtor in possession in Chapter 11 Case No. 19-10702 (MFW) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), styled “In re: Southcross Energy Partners, L.P., et al.”; and

WHEREAS, the Bankruptcy Court has entered an Order dated [•], 2019, in said Case No. 19-10702 (MFW) authorizing the sale and conveyance of the Assets by Assignor to Assignee pursuant to the Purchase Agreement.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are expressly confessed and acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ASSIGNMENT:

1. Sale and Assignment. Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, SET OVER, ASSIGN, AND DELIVER unto Assignee and its successors and assigns, effective for all purposes as of the Effective Date, all of Assignor’s right, title and interest in, to, or under the following (collectively, the “**Assets**”, which for the avoidance of doubt shall exclude the Excluded Assets):

(a) the natural gas gathering and transmission pipelines, pipeline systems, flowlines, and gathering and processing systems (whether such pipelines and facilities are operating, being built or idle) of such Assignor located in Mississippi, including those described

and depicted on the plat attached hereto as Exhibit A-1, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Assignor that is located at or in the immediate vicinity of such pipelines, pipeline systems, flowlines, and gathering and processing systems or elsewhere in Mississippi, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Pipeline Systems**”);

(b) the processing, fractionating, gathering and treating plants, compression stations and other facilities of such Assignor located in Mississippi, including those described and depicted on the plat attached hereto as Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Assignor that is located at or in the immediate vicinity of such processing, fractionating, gathering and treating plants, compression stations and other facilities or elsewhere in Mississippi, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Plants**”);

(c) to the extent not described in subsection (a) or (b) above, all items of tangible personal property or equipment owned or held primarily for use by such Assignor in connection with its ownership or operation of the Pipeline Systems, Plants and other Assets;

(d) all inventory held by such Assignor for use in connection with the Pipeline Systems or Plants;

(e) all rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits, privileges and leases (surface and subsurface) owned or held for use by such Assignor, including those described in Exhibit A-3, in each case, in connection with the Pipeline Systems or Plants and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto (in each case, excluding unexpired leases that are 365 Contracts) (collectively, the “**Real Property Interests**”);

(f) all Contracts that constitute, as of the Closing Date, Desired 365 Contracts (collectively, the “**Assigned Contracts**”);

(g) all Permits of any Governmental Authority, and all Orders of any Governmental Authority (in each such case, whether preliminary or final) required of such Assignor for the ownership, operation or use of the Assets;

(h) all books, databases, files, records, maps, information and data (other than the Excluded Records) in such Assignor’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent primarily relating to any Asset, Transferred Employee and/or to any Assumed Liabilities, together with copies, but not originals, of books, databases, files, records, maps, information and data (other than the Excluded Records) in such Assignor’s or its

Subsidiaries' possession, whether in written or electronic format, to the extent relating, but not primarily relating, to any Asset, Transferred Employee and/or to any Assumed Liabilities;

(i) all rights, claims, accounts and causes of action (including warranty and similar claims) associated with the Assets and immunities related to same, arising out of events occurring at or after the Closing, including all income, proceeds, revenue, receipts, and credits earned with respect to the Assets from and after the Closing Date;

(j) all warranty or indemnity claims that may be made against any Person, other than Assignor or any Affiliate thereof, under any Assigned Contract, in each case, relating to the Assets, or any products or services provided in connection therewith;

(k) all advance payments, prepayments, prepaid expenses, deposits (other than the Bankruptcy Deposits) or the like (other than Taxes), in each case related to the Assets and made by or on behalf of Assignor before the Closing Date;

(l) all rights to proceeds under the Insurance Policies to the extent related to the Assets (other than insurance proceeds relating to a Casualty Loss (i) that are used by Assignor to repair the applicable Casualty Loss or (ii) with respect to which (and only to the extent to which) the Cash Purchase Price was reduced in accordance with Section 8.07 of the Purchase Agreement);

(m) all Intellectual Property;

(n) all goodwill and other intangible assets associated with the Business, including all customer relationships and goodwill of the Business, and all information and documents related thereto; and

(o) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Assets (including against any counterparty of any Assigned Contract), including any proceeds thereof.

EXCEPTING AND RESERVING to Assignor, however, in all such instances, the Excluded Assets.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, together with all and singular the rights, privileges, Contracts and appurtenances, in any way appertaining or belonging thereto, subject to the terms of this Assignment and the Purchase Agreement.

2. Assumed Liabilities. Assignee hereby assumes and agrees to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the Assumed Liabilities. For the avoidance of doubt, Assignee does not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge the Excluded Liabilities.

3. Purchase Agreement and Real Property Transfer Documents; Disclaimer of Warranties.

(a) Neither the making nor the acceptance of the assignment and transfer hereunder, nor the making of the assumption hereunder, shall constitute a waiver or release by any of Assignor or Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Purchase Agreement or any of the special warranty deeds or act of cash agreements contemplated by the Purchase Agreement (the “**Real Property Transfer Documents**”). The representations, warranties, covenants and agreements contained in the Purchase Agreement and the Real Property Transfer Documents shall not be superseded hereby, and shall remain in full force and effect to the extent provided therein.

(b) ASSIGNOR IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT AND THE REAL PROPERTY TRANSFER DOCUMENTS.

(c) Assignor and Assignee agree that the disclaimers contained in Section 3(b) herein are “conspicuous” disclaimers. Any covenant implied by statute or law by use of the words “grant,” “contribute,” “transfer,” “assign” or “convey” or any of them are hereby expressly disclaimed, waived and regulated.

(d) This Assignment is executed and delivered by the Parties pursuant to the Purchase Agreement. This Assignment is subject and subordinate to all of the terms and provisions in the Purchase Agreement. If any conflict or inconsistency exists between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall control.

4. Governmental Forms. Assignor and Assignee may execute separate governmental form assignments of the Assets, if required by applicable law, on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of the Assets and (b) are not intended to modify, and shall not modify, any of the terms, covenants, conditions, or limitations on warranties set forth in this Assignment or the Purchase Agreement and are not intended to create, and shall not create, any representations, warranties, or additional covenants of or by the Parties.

2. General Provisions.

(a) *Governing Law.* Except (i) to the extent the mandatory provisions of the Bankruptcy Code apply and (ii) for any real or immovable property issues, which will be governed by and construed and enforced in accordance with the laws of the State of Mississippi (without reference to the choice of law rules of the State of Mississippi), this Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) *Consent to Jurisdiction and Venue.* The Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware

state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 13.02 of the Purchase Agreement) or any other manner permitted by law. Notwithstanding the foregoing, each of the Parties agrees that a judgment, decree or award rendered by any such court in Delaware may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) *Jury Trial Waiver.* EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

(d) *Further Assurances.* From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Assignee and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment and to assure fully to Assignor and its successors and assigns, the assumption of the Liabilities intended to be assumed by Assignee under this Assignment, and to otherwise make effective the Transactions.

(e) *Substitution and Subrogation.* This Assignment is made with full substitution and subrogation of Assignee and Assignee's successors and assigns in and to all warranties, representations and covenants previously given or made by other persons or entities with respect to the Property, and, to the extent that the same are transferable, Assignor assigns and transfers to Assignee the rights and benefits under and pertaining to any such warranties, representations and covenants including, without limitation, the right to enforce the same.

(f) *Entire Agreement; Amendment.* This Assignment, the Purchase Agreement and the other Transaction Documents supersede all prior agreements between Assignee and Assignor with respect to its subject matter hereof and thereof and constitute a complete and exclusive statement of the terms of the agreements between Assignee and Assignor with respect to the subject matter hereof and thereof. This Assignment may not be amended, modified or supplemented, or the terms hereof waived, except by a written agreement executed by all of the Parties.

(g) *Waiver.* Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Assignment or the documents referred to in this Assignment will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Laws, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given and (ii) no notice to or demand on one Party will be deemed

to be a waiver of any right of the Party hereto that gives such notice or demand to take further action without notice or demand.

(h) *Waiver of Damages.* NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY HERETO FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS ASSIGNMENT AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES, PROVIDED THAT NOTHING IN THIS SECTION SHALL PRECLUDE ASSIGNEE FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY OR LIMIT THE AMOUNT RECOVERABLE BY ASSIGNEE THEREUNDER.

(i) *Severability.* The provisions of this Assignment will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) the Parties will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible and (ii) the remainder of this Assignment and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability.

(j) *Parties in Interest; No Third Party Beneficiaries.* This Assignment will inure to the benefit of and be binding upon Assignee, Assignor and their respective successors and permitted assigns. This Assignment is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

(k) *Counterparts.* This Assignment and any amendment hereto may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Assignment or such amendment and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment or any amendment hereto by email attachment will be effective as delivery of a manually executed counterpart of this Assignment or such amendment, as applicable.

[*Rest of page intentionally left blank. Signature pages follow.*]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

[Name of Assignor]

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission expires: _____

(Affix official seal, if applicable)

ASSIGNEE:

Magnolia Infrastructure Holdings, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission expires: _____

(Affix official seal, if applicable)

Exhibit A-1
Pipeline Systems

Exhibit A-2

Plants

Exhibit A-3

Real Property Interests

BIDDING PROCEDURES

The bidding procedures set forth below (these “**Bidding Procedures**”) detail the process by which Southcross Energy Partners, L.P. (“**Southcross**”) and its affiliated debtors (collectively with Southcross, the “**Debtors**”) are authorized by the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) to conduct a sale of all or substantially all of the Debtors’ assets in one or more lots (collectively, the “**Bid Assets**”).¹

Any interested bidder should contact, as soon as practicable:

EVERCORE GROUP L.L.C.²
55 East 52nd Street
New York, NY 10055
Attn.: Robert A. Pacha, Stephen Hannan
Pacha@evercore.com
Hannan@evercore.com
(tel.) +1 (713) 403-2441
(tel.) +1 (212) 857-7423

These Bidding Procedures describe, among other things, (i) the Bid Assets offered for sale, (ii) the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, (iii) the conduct of the Auction (as defined below), if necessary, (iv) the selection of the Successful Bidder(s) (as defined below), (v) the process for seeking authorization for the selection of a Stalking Horse Bidder and Bid Protections (if any, each as defined below), and (vi) the approval by the Bankruptcy Court of the sale of the Bid Assets to the Successful Bidder(s).

1. PARTICIPATION REQUIREMENTS

(a) Interested Parties

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the bidding process described herein (the “**Bidding Process**”), each interested person or entity (each, an “**Interested Party**”) must deliver the following items (unless previously delivered) to Evercore so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on July 1, 2019:

- i. an executed confidentiality agreement in form and substance satisfactory to the Debtors;

¹ These Bidding Procedures were approved by the Bankruptcy Court on [●], 2019 [D.I. [●]] (the “**Bidding Procedures Order**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order or the DIP Order (as defined below), as applicable.

² Evercore Group, L.L.C., in its capacity as financial advisor to the Debtors, is referred to herein as “**Evercore**.”

- ii. a statement and other factual support demonstrating, to the Debtors' satisfaction, that the Interested Party has a *bona fide* interest in purchasing some or all of the Bid Assets;
- iii. a description of the nature and extent of any due diligence the Interested Party wishes to conduct and the date in advance of the Bid Deadline (as defined below) by which such due diligence will be completed; and
- iv. sufficient information, as defined by the Debtors, to allow the Debtors to determine that the Interested Party has the financial wherewithal and any required internal corporate, legal, or other authorizations to close a sale transaction pursuant to these Bidding Procedures, including, but not limited to, current audited financial statements of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their discretion) or, if the Interested Party is an entity formed for the purpose of acquiring some or all of the Bid Assets, (A) current audited financial statements of the equity holder(s) (the "**Sponsor(s)**") of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their discretion), (B) a written commitment acceptable to the Debtors and their advisors that the Sponsor(s) are responsible for the Interested Party's obligations in connection with the Bidding Process, and (C) copies of any documents evidencing any financing commitments necessary to consummate the transaction.

If the Debtors determine in their discretion (in consultation with the DIP Secured Parties (as defined below), each of the Prepetition Agents (as defined in the DIP Order³), and Southcross Holdings LP (together with its non-Debtor subsidiaries, "**Holdings**")), after receipt of the items identified above, that an Interested Party has a *bona fide* interest in purchasing some or all of the Bid Assets, such Interested Party will be deemed a "**Potential Bidder**" and the Debtors will deliver to such Potential Bidder access to the Debtors' confidential electronic data room concerning the Bid Assets (the "**Data Room**"), which shall include a form of Sale Order (as defined below).

(b) Due Diligence

Until the Bid Deadline, in addition to granting access to the Data Room, the Debtors will provide Potential Bidders with due diligence access and additional information, as may be requested by a Potential Bidder, to the extent that the Debtors determine, in their sole discretion, that such requests are reasonable and appropriate under the circumstances. All due diligence

³ See Final Order, Pursuant to 11 U.S.C. Sections 105, 361, 362, 363, 364, 503, 506, and 507, (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief [D.I. 200] (the "**DIP Order**").

requests shall be directed to Evercore. The Debtors, with the assistance of Evercore, will coordinate all reasonable requests for additional information and due diligence access from Potential Bidders.

Unless otherwise determined by the Debtors, the availability of due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) the Bidding Process is terminated in accordance with its terms.

2. QUALIFIED BIDS

Each offer, solicitation, or proposal by a Potential Bidder must satisfy each of the following conditions in order for such offer, solicitation, or proposal to be deemed a “**Qualified Bid**” and for such Potential Bidder to be deemed a “**Qualified Bidder**,” unless any such conditions that are not satisfied are waived by the Debtors in their discretion (in consultation with the DIP Secured Parties, each of the Prepetition Agents, and Holdings (collectively, the “**Consulting Parties**”)):

(a) Bid Deadline

A Potential Bidder who desires to be deemed a Qualified Bidder must deliver to Evercore, with copies to Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak), the Required Bid Documents (as defined below) so as to be received no later than 6:00 p.m. (prevailing Eastern Time) on July 24, 2019 (the “**Bid Deadline**”). The Debtors, with the consent of the Required Lenders (unless otherwise specified, as defined in that Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement, dated as of April 3, 2019 (the “**DIP Credit Agreement**”)) and with notice to each of the Prepetition Agents, the DIP Agent (as defined in the DIP Order), and Holdings, but without the need for further Bankruptcy Court approval, may extend the Bid Deadline by a reasonable period of time if the Debtors and the Required Lenders believe that such extension would further the goal of attaining the highest or otherwise best offer for the Debtors’ assets. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders of such extension.

(b) Bid Requirements

All bids must include the following items (collectively, the “**Required Bid Documents**”):

- a letter stating that the bidder’s offer is irrevocable until consummation of a transaction involving the Bid Assets (or lot thereof) identified in such offer;
- a duly authorized and executed purchase agreement satisfactory to the Debtors, based on the form purchase agreement provided by Evercore, marked to show any revisions, including, among other things, the purchase price for the Bid Assets (or lot thereof, as applicable), together with all exhibits and schedules, including, among

other things, a proposed form of order approving the transaction(s) contemplated in such purchase agreement (such executed purchase agreement, an “**Asset Purchase Agreement**”);

- written evidence acceptable to the Debtors in their discretion (in consultation with the Consulting Parties) demonstrating financial wherewithal, operational ability, and corporate authorization to consummate the proposed transaction; and
- written evidence of a firm commitment for financing to consummate the proposed transaction, or other evidence of ability to consummate the proposed transaction without financing, in either case which is satisfactory to the Debtors in their discretion (in consultation with the Consulting Parties).

A bid will be considered only if the bid:

- identifies the legal name of the purchaser (including any Sponsor(s), if the purchaser is an entity formed for the purpose of consummating the proposed transaction);
- identifies the Bid Assets (or lot thereof) to be purchased and the contracts and leases to be assumed;
- identifies the liabilities of the Debtors or the Bid Assets to be assumed;
- sets forth the consideration for the Bid Assets (or lot thereof) to be purchased and the Contracts and Leases to be assumed; *provided, however*, that, upon entry of a Stalking Horse Order (as defined below), the consideration must be at least equal to the following: (i) the consideration set forth in the Stalking Horse Bid; *plus* (ii) the aggregate amount of any Bid Protections set forth in the Stalking Horse Order; *plus* (iii) \$1,000,000 or such other amount approved in a Stalking Horse Order for such Bid Assets (the “**Minimum Overbid**”);
- is not conditioned on (i) obtaining financing or (ii) the outcome of unperformed due diligence;
- includes a description of all governmental, licensing, regulatory, or other approvals or consents that are required to consummate the proposed transaction (including any

antitrust approval related to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended), together with evidence satisfactory to the Debtors of the ability to obtain such approvals or consents in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such approvals or consents;

- is accompanied by a cash deposit by wire transfer to an escrow agent selected by the Debtors (the “**Deposit Agent**”) in an amount equal to ten percent of the consideration set forth in connection with such bid (any such deposit, a “**Good Faith Deposit**”);
- sets forth the representatives that are authorized to appear and act on behalf of the bidder in connection with the proposed transaction;
- indicates that the bidder will not seek any transaction or break-up fee, expense reimbursement, or similar type of payment (other than if such bid is selected to be a Stalking Horse Bid and subject to the provisions of Section 5 below);
- includes evidence of the bidder’s ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such bidder’s ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the bidder, in a form that will permit the Debtors to disseminate immediately such evidence to the non-Debtor counterparties to such contracts and leases; and
- is received on or before the Bid Deadline (as such deadline may be extended in accordance with these Bidding Procedures).

A bid received from a Potential Bidder will constitute a Qualified Bid only if it includes all of the Required Bid Documents and meets all of the above requirements (other than a credit bid described in Section 3 below). The Debtors shall have the right to deem a bid a Qualified Bid even if such bid does not conform to one or more of the requirements above or does not include one or more Required Bid Documents. If the Debtors receive a bid prior to the Bid Deadline that is not a Qualified Bid, the Debtors may provide the bidder with the opportunity to remedy any deficiencies following the Bid Deadline. If any bid is determined by the Debtors not to be a Qualified Bid, and the applicable bidder fails to remedy such bid in accordance with these

Bidding Procedures, the Debtors shall promptly instruct the Deposit Agent to return such bidder's Good Faith Deposit.

All Qualified Bids will be considered by the Debtors; bids other than Qualified Bids will not be considered. Notwithstanding any other provision of these Bidding Procedures, the Debtors may in their discretion (in consultation with the Consulting Parties) evaluate bids on any grounds, including, but not limited to, (i) the amount of the purchase price, including non-cash consideration, set forth in the bid, (ii) the value to be provided to the Debtors under the bid, including the net economic effect upon the Debtors' estates (including, without limitation, the ability to fund the Wind-Down Budget (as defined below)), (iii) any benefit to the Debtors' estates from any assumption of liabilities or waiver of liabilities, including the release or replacement of letters of credit, (iv) the transaction structure and execution risk, including conditions to and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approvals, (v) the anticipated timing to closing and whether such timing is consistent with the Debtors' adherence to the Approved Budget (as defined in the DIP Credit Agreement), (vi) the impact on employees and employee claims against the Debtors, (vii) the presence of any governmental, licensing, regulatory, or other approvals or consents in a bid, and the anticipated timing or likelihood of obtaining such approvals or consents, (viii) the impact on trade and other creditors, and (ix) any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties. For the avoidance of doubt, the presence of any governmental, licensing, regulatory, or other approvals or consents in a bid, and the anticipated timing or likelihood of obtaining such approvals or consents, may be grounds for the Debtors in their discretion (in consultation with the Consulting Parties) to determine that such bid (i) is not a Qualified Bid or (ii) is not higher or otherwise better than any other Qualified Bid.

By submission of its bid, each Qualified Bidder shall be deemed to acknowledge and represent that it (i) has had an opportunity to conduct any and all due diligence regarding the Bid Assets that are the subject of the Auction prior to making any such bids, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Bid Assets (or lots thereof), or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder(s), the Asset Purchase Agreement(s) with such Successful Bidder(s). Without the written consent of the Debtors (in consultation with the Consulting Parties) a Qualified Bidder may not amend, modify, or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of its Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable. Notwithstanding any consultation or consent rights set forth herein, in the Bidding Procedures Order, in the DIP Order, or otherwise, no Qualified Bidder that submits a Qualified Bid shall be entitled to consultation rights with respect to the Bid Assets subject to such Qualified Bid.

3. CREDIT BID

Pursuant to section 363(k) of the Bankruptcy Code and subject to the terms and conditions set forth in the DIP Order (a) the DIP Agent, on behalf of the DIP Secured Parties (as

defined in the DIP Order), but solely at the prior written direction of the Required Lenders, shall have the right to credit bid up to the full amount of the DIP Obligations in any bulk or piecemeal sale of all, or any portion of, the Bid Assets constituting DIP Collateral, and (b) (i) the Prepetition Term Agent (as defined in the DIP Order), on behalf of the Prepetition Secured Parties (as defined in the DIP Order), but solely at the prior written direction of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement (as defined in the DIP Order)), and (ii) the Prepetition Revolving Agent, on behalf of and as directed by the Prepetition Revolving Secured Parties (as defined in the DIP Order), in each case, shall have the right to credit bid, subject to the Intercreditor Agreement (as defined in the DIP Order), up to the full amount of the applicable Prepetition Secured Debt (as defined in the DIP Order) in any bulk or piecemeal sale of all, or any portion of, the Bid Assets constituting Prepetition Collateral (as defined in the DIP Order). If the DIP Agent and/or any of the Prepetition Agents, as applicable, submit a credit bid in accordance with the foregoing, and such bid is received by the Bid Deadline, such bidder shall be deemed to be a Qualified Bidder and any such credit bid shall be deemed to be a Qualified Bid.

4. WIND-DOWN BUDGET

Notwithstanding anything contained in these Bidding Procedures, any bid (including a credit bid) shall be subject to (a) the Debtors having sufficient cash at the consummation of any sale of Bid Assets to satisfy the reasonable wind-down budget negotiated in good faith (the “**Wind-Down Budget**”) to pay all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to wind-down the Debtors’ estates in a reasonable and appropriate timeline, and (b) the requirement that the net proceeds of any sale pursuant to these Bidding Procedures shall first satisfy the Wind-Down Budget before repayment from such proceeds of any DIP Obligations, Adequate Protection Obligations, 507(b) Claims, Prepetition Secured Debt, or any other claims against the Debtors. At the closing of each Sale Transaction for Bid Assets, the Debtors shall deposit the sale proceeds from such Sale Transaction into a segregated account held by the Debtors pending the ultimate resolution (either by agreement or Court determination) and funding of the appropriate amount of the Wind-Down Budget; *provided, however*, that the Debtors shall be authorized to use a portion of such sale proceeds to pay, in accordance with the Approved Budget (as defined in the DIP Credit Agreement), all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to administer the Debtors’ estates accrued through the closing of the final Sale Transaction in an amount either (y) agreed to by the Required Lenders and the Debtors or (z) as otherwise determined by the Bankruptcy Court. The Debtors shall not distribute any proceeds of any Sale Transaction prior to the funding of the Wind-Down Budget.

5. STALKING HORSE BIDDER AND BID PROTECTIONS

The Debtors are authorized, but not obligated, to exercise their business judgment (in consultation with the Consulting Parties) to agree with any Qualified Bidder that (a) such Qualified Bidder’s Qualified Bid shall serve as the minimum bid for the Bid Assets or any lot thereof (such Qualified Bidder, a “**Stalking Horse Bidder**” and, such Qualified Bid, a “**Stalking Horse Bid**”) and (b) the Debtors will enter into the transaction(s) contemplated in such Stalking Horse Bid unless a higher or otherwise better Qualified Bid is submitted with respect to such Bid

Assets or lot thereof, as determined by the Debtors (in consultation with the Consulting Parties) in accordance with the Bidding Procedures. In order to incentivize prospective purchasers to agree to become a Stalking Horse Bidder, the Debtors are authorized, but not obligated, to exercise their business judgment (in consultation with the Consulting Parties) to offer the following bid protections to such Stalking Horse Bidder(s), payable if the Debtors consummate a sale pursuant to a Qualified Bid other than the Stalking Horse Bid (if the assets subject to such sale include those to which such Stalking Horse Bid relates): (a) payment of a break-up fee in an amount not to exceed three percent of the purchase price set forth in the Stalking Horse Bid (the “**Break-Up Fee**”) and (b) reimbursement of the reasonable and documented fees and expenses of the Stalking Horse Bidder (the “**Expense Reimbursement**” and, together with the Break-Up Fee, the “**Bid Protections**”) in an amount up to \$1,000,000; *provided, however*, that (i) the payment of such Break-Up Fee and/or Expense Reimbursement shall be subject to the terms and conditions of the definitive agreement(s) executed between the Debtors and such Stalking Horse Bidder(s), (ii) any Break-Up Fee or Expense Reimbursement shall be subject to, and will not be binding on the Debtors until, entry of the Stalking Horse Order and the Sale Order, and (iii) no Break-Up Fee shall be paid to a credit bidder or insider of the Debtors. For the avoidance of doubt, the Debtors will provide Expense Reimbursement only to the Stalking Horse Bidder(s) and such expenses must be reasonable, documented, and subject to review by the Debtors. To the extent payable, any Bid Protections would be paid out of the proceeds of the sale to which they relate.

The Debtors are authorized to exercise their business judgment (in consultation with the Consulting Parties) to enter into a definitive agreement with a Stalking Horse Bidder providing for Bid Protections in accordance with the terms and conditions set forth herein; *provided that* the Debtors shall file a motion with the Bankruptcy Court (the “**Stalking Horse Motion**”), with no less than five calendar days’ notice of the objection deadline (the “**Stalking Horse Objection Deadline**”) to the U.S. Trustee, the DIP Secured Parties, each of the Prepetition Agents, Holdings, counsel to any official committee appointed in the Chapter 11 Cases, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases, seeking entry of an order (the “**Stalking Horse Order**”) granting final approval of such Bid Protections to such Stalking Horse Bidder. If no party in interest objects to the Stalking Horse Motion prior to the Stalking Horse Objection Deadline, then the Debtors may file with the Bankruptcy Court the proposed Stalking Horse Order under certification of counsel. The Bankruptcy Court may schedule an expedited hearing to consider the relief sought in the Stalking Horse Motion.

If the Bankruptcy Court enters a Stalking Horse Order, the Debtors shall promptly serve it on each Potential Bidder. Further, until paid, any Break-Up Fee or Expense Reimbursement provided pursuant to the Stalking Horse Order shall constitute allowed superpriority administrative expense claims arising in the Chapter 11 Cases under sections 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code; *provided, however*, that such superpriority claims shall be subject to the Carve-Out (as defined in the DIP Order) and the Wind-Down Budget, and shall in no circumstance be *pari passu* or senior to the claims granted to the DIP Secured Parties or the Prepetition Secured Parties.

6. AUCTION

In the event that the Debtors timely receive more than one Qualified Bid, the Debtors shall conduct an auction (the “**Auction**”) for the Bid Assets. The Auction shall be in accordance with these Bidding Procedures and upon notice to all Qualified Bidders that have submitted Qualified Bids. The Auction shall be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 on September 3, 2019 at 10:00 a.m. (prevailing Eastern Time) or such later time on such day or such other place as the Debtors shall notify all Participating Parties (as defined below). If (a) no Qualified Bids are submitted by the Bid Deadline other than a Stalking Horse Bid, (b) only one Qualified Bid that is not a Stalking Horse Bid is submitted by the Bid Deadline, or (c) only one or more Partial Bids (as defined below) are submitted by the Bid Deadline for non-overlapping lots of the Bid Assets, the Debtors may in their discretion (in consultation with the Consulting Parties) elect to cancel the Auction, seek approval of the transactions contemplated in the Stalking Horse Bid, the Qualified Bid which is not a Stalking Horse Bid, or the transactions in respect of the such Partial Bids at the Sale Hearing (as defined below).

If any of the Qualified Bids submitted by the Bid Deadline are structured as a purchase of less than all or substantially all of the Debtors’ assets (each such bid, a “**Partial Bid**”), the Debtors may conduct separate auctions at the Auction for each lot of assets (each, an “**Auction Lot**”) subject to a Partial Bid. The Debtors may designate each Auction Lot at any time prior to the Auction.

Only representatives or agents of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, Holdings, and the Qualified Bidders (and the legal and financial advisors to each of the foregoing) (collectively, the “**Participating Parties**”) will be entitled to attend the Auction, and only Qualified Bidders will be entitled to make any Subsequent Bids (as defined below) at the Auction. Each Qualified Bidder participating in the Auction must confirm that it (a) has not engaged in any collusion with respect to the bidding or the sale of any of the Bid Assets as described herein, (b) has reviewed, understands, and accepts these Bidding Procedures, (c) has consented to the jurisdiction of the Bankruptcy Court, and (d) intends to consummate its Qualified Bid if it is selected as the Successful Bid.

At least one day prior to the Auction, the Debtors will (a) notify each Qualified Bidder that has timely submitted a Qualified Bid that its bid is a Qualified Bid and (b) provide all Qualified Bidders with (i) copies of the Qualified Bid or combination of Qualified Bids that the Debtors believe is the highest or otherwise best offer (the “**Starting Bid**”), (ii) an explanation of how the Debtors value the Starting Bid, and (iii) a list identifying all of the Qualified Bidders and their respective Qualified Bids.

The Debtors may (in consultation with the Consulting Parties) employ and announce at the Auction additional procedural rules for conducting the Auction (*e.g.*, the amount of time allotted to submit Subsequent Bids), *provided, however*, that such rules shall (a) not be inconsistent with the Bankruptcy Code, the Bidding Procedures Order, or any other order of the Bankruptcy Court entered in connection herewith and (b) be disclosed to all Qualified Bidders.

Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding in the presence of all parties at the Auction, so long as during each round at least one subsequent bid (a “**Subsequent Bid**”) is submitted by a Qualified Bidder that (a) improves upon such Qualified Bidder’s immediately prior Qualified Bid and (b) the Debtors determine in their discretion (in consultation with the Consulting Parties) that such Subsequent Bid is (i) with respect to the first round, a higher or otherwise better offer than the Starting Bid and (ii) with respect to subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below), in each case taking into account other Qualified Bids for other Bid Assets; *provided, however*, that with respect to the first round, if a Stalking Horse Bidder has been authorized pursuant to a Stalking Horse Order, any Qualified Bid must provide consideration at least equal to the Minimum Overbid. Notwithstanding anything else provided in the Motion, the Bidding Procedures Order, or herein, the Debtors in their discretion (in consultation with the Consulting Parties) may determine appropriate minimum bid increments or requirements for each round of bidding.

After the first round of bidding and between each subsequent round of bidding, as applicable, the Debtors will determine in their discretion (in consultation with the Consulting Parties) and announce the bid or bids that they believe to be the highest or otherwise best offer or combination of offers (the “**Leading Bid**”). Additional consideration in excess of the amount set forth in the Starting Bid may include cash and/or non-cash consideration; *provided, however*, that the value for such non-cash consideration shall be determined by the Debtors in their discretion (in consultation with the Consulting Parties).

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

For the purpose of evaluating Subsequent Bids, the Debtors may require a Qualified Bidder submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to the Debtors in their discretion (in consultation with the Consulting Parties) demonstrating such Qualified Bidder’s ability to close the proposed transaction.

The Debtors shall maintain a transcript of all bids made and announced at the Auction, including the Starting Bid(s), all Subsequent Bid(s), the Leading Bid(s), the Alternative Bid(s) (as defined below), and the Successful Bid(s).

If a Qualified Bidder increases its bid at the Auction and is the Successful Bidder or Alternate Bidder (as defined below), such bidder must increase its Good Faith Deposit to an amount equal to ten percent of the proposed purchase price submitted at the Auction within two days after the Auction.

7. SELECTION OF SUCCESSFUL BID(S) AND ALTERNATE BID(S)

Prior to the conclusion of the Auction, the Debtors shall (in consultation with the Consulting Parties) (a) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those

factors affecting the speed and certainty of consummating the sale transaction, (b) determine and identify the highest or otherwise best offer or collection of offers (the “**Successful Bid(s)**”), (c) determine and identify the next highest or otherwise best offer or collection of offers (the “**Alternate Bid(s)**”), and (d) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of (i) the identity of the party or parties that submitted the Successful Bid(s) (the “**Successful Bidder(s)**”), (ii) the amount and other material terms of the Successful Bid(s), (iii) the identity of the party or parties that submitted the Alternate Bid(s) (the “**Alternate Bidder(s)**”), and (iv) the amount and other material terms of the Alternate Bid(s). Each Qualified Bidder shall agree and be deemed to agree to be the Alternate Bidder if so designated. Notwithstanding anything in the Bidding Procedures to the contrary, any Qualified Bid submitted by the DIP Agent or the Prepetition Term Agent shall not be required to serve as an Alternate Bid absent consent of the DIP Agent or Prepetition Term Agent (as applicable). As soon as reasonably practicable after the completion of the Auction, the Successful Bidder(s) and the applicable Debtors shall complete and execute all agreements, instruments, and other documents necessary to consummate the applicable sale or other transaction(s) contemplated by the applicable Successful Bid(s). Promptly following the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file a notice of the Successful Bid(s) and Alternate Bid(s) with the Bankruptcy Court, together with a proposed order approving the transaction(s) contemplated therein (the “**Sale Order**”).

8. THE SALE HEARING

The hearing to consider the proposed Sale Order (the “**Sale Hearing**”) will be held on September 18, 2019 at 10:30 a.m. (prevailing Eastern time) before the Honorable Judge Mary F. Walrath, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., Wilmington, Delaware 19801. The Sale Hearing may be adjourned by the Debtors (with the consent of the Required Lenders) by an announcement of the adjourned date at a hearing before the Bankruptcy Court or by filing a notice on the Bankruptcy Court’s docket. At the Sale Hearing, the Debtors will seek the Bankruptcy Court’s approval of the Successful Bid(s) and, at the Debtors’ election (in consultation with the Consulting Parties), the Alternate Bid(s).

The Debtors’ presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) will not constitute the Debtors’ acceptance of such bid(s), which acceptance will only occur upon approval of such bid(s) by the Bankruptcy Court. Following the Bankruptcy Court’s entry of the Sale Order, the Debtors and the Successful Bidder(s) shall proceed to consummate the transaction(s) contemplated by the Successful Bid(s). If the Debtors and the Successful Bidder(s) fail to consummate the proposed transaction(s), then the Debtors shall file a notice with the Bankruptcy Court advising of such failure. Upon the filing of such notice with the Bankruptcy Court, the Alternate Bid(s) will be deemed to be the Successful Bid(s) and the Debtors will be authorized, but not directed, to effectuate the transaction(s) with the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such Alternate Bidder(s) without further order of the Bankruptcy Court. If the failure to consummate the transaction(s) contemplated by the Successful Bid(s) is the result of a breach by the Successful Bidder(s) (the “**Breaching Bidder(s)**”) of its (their) Asset Purchase Agreement(s), the Debtors reserve the right to seek all available remedies from such Breaching Bidder(s), subject to the terms of the applicable Asset Purchase Agreement.

9. RETURN OF GOOD FAITH DEPOSIT

The Good Faith Deposits of all Qualified Bidders will be held in escrow by the Deposit Agent and will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement or pursuant to further order of the Bankruptcy Court. The Deposit Agent will retain the Good Faith Deposits of the Successful Bidder(s) and the Alternate Bidder(s) until the consummation of the transaction(s) contemplated by the Successful Bid(s) or the Alternate Bid(s), as applicable, in accordance with Section 7 above, except as otherwise ordered by the Bankruptcy Court. The Good Faith Deposits (and all interest accrued thereon) of the other Qualified Bidders will be returned within four business days after the entry of the Sale Order. At the closing of the transaction contemplated by the Successful Bid(s), the Successful Bidder(s) will receive a credit in the amount of its Good Faith Deposit (plus all interest accrued thereon). All remaining Good Faith Deposits (and all interest accrued thereon) held by the Deposit Agent will be released by the Deposit Agent four business days after the consummation of the transaction(s) contemplated by the Successful Bid(s); provided, however, that the Deposit Agent will retain the Good Faith Deposit of a Breaching Bidder pending a ruling by the Bankruptcy Court as to the amount of damages owed, if any, by such Breaching Bidder to the Debtors.

10. AS IS, WHERE IS

The sale of the Bid Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents, or their estates, except as provided in an Asset Purchase Agreement, as approved by the Bankruptcy Court.

11. FREE AND CLEAR OF ANY AND ALL INTERESTS

Except as otherwise provided in a Successful Bidder(s)'s Asset Purchase Agreement, all of the Debtors' right, title and interest in and to the Bid Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon (collectively, the "**Interests**") to the maximum extent permitted by section 363 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the sale of the Bid Assets with the same validity and priority as such Interests applied against the Bid Assets.

12. RESERVATION OF RIGHTS OF THE DEBTORS

Except as otherwise provided in these Bidding Procedures or the Bidding Procedures Order, the Debtors reserve the right in their discretion (in consultation with the Consulting Parties) to:

- determine which Interested Parties are Potential Bidders;
- determine which bidders are Qualified Bidders;
- determine which bids are Qualified Bids;
- determine which Qualified Bid is the Starting Bid;

- determine which Qualified Bid is the highest or otherwise best offer for the Bid Assets and which is the next highest or otherwise best offer;
- reject any bid that the Debtors deem to be (a) inadequate or insufficient, (b) not in conformity with the requirements of these Bidding Procedures or the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, or (c) contrary to the best interests of the Debtors and their estates;
- impose additional terms and conditions with respect to all Potential Bidders;
- designate a Stalking Horse Bidder;
- cancel the Auction;
- extend the deadlines set forth herein; and
- modify these Bidding Procedures and implement additional procedural rules that the Debtors determine, in their discretion (in consultation with the Consulting Parties), will better promote the goals of the Bidding Process and discharge the Debtors' fiduciary duties.

Nothing in these Bidding Procedures shall require the Debtors' board of directors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent that the Debtors' board of directors determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary duties under applicable law.

13. RESERVATION OF RIGHTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The Texas Commission on Environmental Quality, as set forth in its Limited Objection⁴, reserves its rights as follows:

⁴ See *The Texas Commission on Environmental Quality's Limited Objection to the Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Debtors' Assets, (B) Authorizing the Selection of a Stalking Horse Bidder, (C) Approving Bid Protections, (D) Scheduling Auction for, and Hearing to Approve, Sale of Debtors' Assets, (E) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, (F) Approving Assumption and Assignment Procedures, and (G) Granting Related Relief And (II)(A) Approving Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 249] (the "**Limited Objection**").

The Texas Commission on Environmental Quality will object to any sale of these Bid Assets if the proposed order(s) approving the sale(s) does not include language to the effect of the following:

“Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit (including, but not limited to, the Texas Commission on Environmental Quality) that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.”

14. RELEVANT DATES

June 12, 2019 at 11:30 a.m. (prevailing Eastern Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
June 14, 2019	Target date for the Debtors to file Potential Assumed Contracts Schedule
July 1, 2019 at 5:00 p.m. (prevailing Eastern Time)	Potential Bidder deadline
July 11, 2019 at 4:00 p.m. (prevailing Eastern Time)	Cure Objection Deadline
July 24, 2019 at 6:00 p.m. (prevailing Eastern Time)	Bid Deadline
August 30, 2019	Target date for the Debtors to notify Potential Bidders of their status as Qualified Bidders
September 3, 2019 at 10:00 a.m. (prevailing Eastern Time) or such later time as the Debtors shall notify all Participating Parties	Auction (if necessary) to be held at the offices of Davis Polk & Wardwell LLP (or such other place as the Debtors shall notify all Participating Parties).
September 5, 2019	Target date for the Debtors to file with the Bankruptcy Court the Notice of Auction Results
September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)	Deadline to object to the Sale Transaction to the Successful Bidder; and the Assumption and Assignment Objection Deadline
September 18, 2019 at 10:30 a.m. (prevailing Eastern Time)	Hearing to consider approval of the Sale Transaction(s) and entry of the Sale Order(s)

EXHIBIT F

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
	)	(Jointly Administered)
Debtors. ¹)	
	)	Re: D.I. 225, 323

ORDER (I) APPROVING BIDDING PROCEDURES FOR SALE OF DEBTORS’ ASSETS, (II) AUTHORIZING THE SELECTION OF A STALKING HORSE BIDDER, (III) APPROVING BID PROTECTIONS, (IV) SCHEDULING AUCTION FOR, AND HEARING TO APPROVE, SALE OF DEBTORS’ ASSETS, (V) APPROVING FORM AND MANNER OF NOTICES OF SALE, AUCTION AND SALE HEARING, (VI) APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession in the Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014 and Local Rules

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures or, if not defined therein, in the Motion.



2002-1, 6004-1 and 9006-1, (i)(a) approving Bidding Procedures for the sale of the Debtors' assets, (b) authorizing the selection of a Stalking Horse Bidder, (c) approving Bid Protections, (d) scheduling an Auction for, and a hearing to approve, the sale of the Debtors' assets, (e) approving the Noticing Procedures, (f) approving Assumption and Assignment Procedures, and (g) granting related relief, and (ii)(a) approving the sale of the Debtors' assets free and clear of liens, claims, interests, and encumbrances, (b) authorizing the assumption and assignment of Contracts and Leases, and (c) granting related relief, in each case, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Hannan Declaration; and the Court having held a hearing on the Motion (the "**Bidding Procedures Hearing**"); and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings

of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The Debtors' proposed notice of the Motion, the Bidding Procedures, the Bidding Procedures Hearing, and the proposed entry of the Bidding Procedures Order (this "**Order**") is (i) appropriate and reasonably calculated to provide all interested parties with timely and proper notice, (ii) in compliance with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and (iii) adequate and sufficient under the circumstances of the Chapter 11 Cases, and no other or further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion (including, without limitation, with respect to the Bidding Procedures and Bid Protections) has been afforded to all interested persons and entities, including, but not limited to, the Notice Parties.

C. The Bidding Procedures in the form attached hereto as Exhibit 1 are fair, reasonable, and appropriate, are designed to maximize recoveries from a sale of the Bid Assets, and permit the Debtors to comply with their obligations under the DIP Credit Agreement and DIP Order (as each is defined in the Motion).

D. The Debtors have demonstrated a compelling and sound business justification for the Court to enter this Order and, thereby, (i) approve the Bidding Procedures, (ii) authorize the selection of a Stalking Horse Bidder (if any), under the terms and conditions set forth in the Bidding Procedures, (iii) authorize the Bid Protections, under the terms and conditions set forth in the Bidding Procedures and subject to the entry of the Stalking Horse Order (as defined below), (iv) set the dates of the Bid Deadline, Auction (if needed), Sale Hearing, and other deadlines set forth in the Bidding Procedures, (v) approve the Noticing Procedures and the forms of notice, and (vi) approve the Assumption and Assignment Procedures (as defined below) and

the forms of relevant notice. Such compelling and sound business justification, which was set forth in the Motion and on the record at the Bidding Procedures Hearing, are incorporated herein by reference and, among other things, forms the basis for the findings of fact and conclusions of law set forth herein.

E. The Bid Protections, as approved by this Order, are fair and reasonable and provide a benefit to the Debtors' estates and stakeholders.

F. The payment of the Break-Up Fee and Expense Reimbursement, which constitute the Bid Protections, upon the terms and conditions set forth in the Bidding Procedures, and pursuant to the terms of a definitive agreement between the Debtors and such Stalking Horse Bidder reflective of the terms set forth in the Bidding Procedures (for the avoidance of doubt, subject to the entry of a Stalking Horse Order and final Court approval at the Sale Hearing), are (i) an actual and necessary cost of preserving the Debtors' estates, within the meaning of sections 503(b) and 507(a) of the Bankruptcy Code, (ii) reasonably tailored to encourage, rather than hamper, bidding for the Bid Assets, by providing a baseline of value, increasing the likelihood of competitive bidding at the Auction, and facilitating participation of other bidders in the sale process, thereby increasing the likelihood that the Debtors will receive the best possible price and terms for the Bid Assets, (iii) of substantial benefit to the Debtors' estates and stakeholders and all parties in interest herein, (iv) reasonable and appropriate, (v) a material inducement for, and condition necessary to, the successful selection of, the reaching of a definitive agreement with, a Stalking Horse Bidder (if any) who will pursue its purchase of the Bid Assets, and (vi) reasonable in relation to the magnitude of effort that will be required of such Stalking Horse Bidder, the magnitude of the Sale Transaction, and the loss of opportunities such Stalking Horse Bidder would suffer as a result of the time spent pursuing the Sale Transaction. Without the Bid

Protections, no Qualified Bidder would agree to become a Stalking Horse Bidder and remain obligated to consummate the Sale Transaction (including, without limitation, the obligation to maintain its committed offer while such offer is subject to higher or better offers, as contemplated by the Bidding Procedures).

G. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Order is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest herein.

H. The form and manner of notice to be delivered pursuant to the Noticing Procedures and the Assumption and Assignment Procedures (including the Sale Notice attached hereto as Exhibit 2, the Potential Assumption and Assignment Notice attached hereto as Exhibit 3, and the Proposed Assumption and Assignment Notice attached hereto as Exhibit 4) are reasonably calculated to provide each Counterparty to the Potential Assumed Contracts and the Proposed Assumed Contracts with (i) proper notice of the potential assumption and assignment of such Potential Assumed Contracts and Proposed Assumed Contracts by the Successful Bidder(s) (including the Stalking Horse Bidder, if any) or any of their known proposed assignees (if different from the Successful Bidder), and (ii) sufficient information to assert any objection to the proposed Cure Costs as of the Petition Date or otherwise be barred from asserting claims arising from events occurring prior to the Petition Date.

ORDERED, ADJUDGED, AND DECREED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. Any objections to the Motion or the relief requested therein that have not been adjourned, withdrawn, or resolved are overruled in all respects on the merits.

3. The Bidding Procedures, in substantially the form attached hereto as Exhibit 1, are approved and fully incorporated into this Order and the Debtors are authorized, but not directed, to act in accordance therewith. The failure to specifically include a reference to any particular provision of the Bidding Procedures in this Order shall not diminish or impair the effectiveness of such provision.

4. Nothing herein shall prejudice the rights of the Debtors to seek by separate motion, in the exercise of their sound business judgment and fiduciary duties (in consultation with the DIP Secured Parties, each of the Prepetition Agents (each as defined in the DIP Order), and Southcross Holdings LP (together with its non-Debtor subsidiaries, "**Holdings**")), the authority to sell assets of the Debtors' estates (that do not constitute all or substantially all of the Debtors' assets) pursuant to section 363 of the Bankruptcy Code. For the avoidance of doubt, the sale of the Bid Assets pursuant to multiple Partial Bids, that in the aggregate result in a sale of all or substantially all of the Bid Assets, meets the definition of "Section 363 Sale" set forth in the DIP Credit Agreement.

5. Subject to the entry of a Stalking Horse Order and final Court approval at the Sale Hearing, the Debtors are authorized, but not obligated, in an exercise of their business judgment (in consultation with the DIP Secured Parties, each of the Prepetition Agents, and Holdings (collectively, the "**Consulting Parties**")), to agree with any Qualified Bidder(s) that such Qualified Bidder(s) shall be the Stalking Horse Bidder(s) and that the Debtors will enter into a definitive agreement with such Stalking Horse Bidder(s) in accordance with the terms and conditions set forth in the Bidding Procedures.

6. Subject to the entry of a Stalking Horse Order and final Court approval at the Sale Hearing, the Debtors are authorized to enter into a definitive agreement with the Stalking Horse Bidder for the Sale Transaction.

7. Bid Deadline. As further described in the Bidding Procedures, the Bid Deadline shall be at **6:00 p.m. (prevailing Eastern Time) on July 24, 2019**.

8. Auction. In the event the Debtors receive, on or before the Bid Deadline, one or more Qualified Bids (whether or not any Stalking Horse Bidder is selected), an Auction shall be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 at **10:00 a.m. (prevailing Eastern Time) on September 3, 2019**, or such later time on such day or such other place as the Debtors shall notify all Participating Parties. The Debtors are authorized to conduct the Auction in accordance with the Bidding Procedures.

9. If (a) no Qualified Bids are submitted by the Bid Deadline other than a Stalking Horse Bid, (b) only one Qualified Bid which is not a Stalking Horse Bid is submitted by the Bid Deadline, or (c) only one or more Partial Bids are submitted by the Bid Deadline for non-overlapping lots of the Bid Assets, the Debtors may in their discretion (in consultation with the Consulting Parties) elect to cancel the Auction, seek approval of the transactions contemplated in the Stalking Horse Bid, the Qualified Bid which is not a Stalking Horse Bid, or the transactions in respect of such Partial Bids at the Sale Hearing.

10. The form of Sale Notice attached hereto as Exhibit 2 is hereby approved.

11. As soon as reasonably practicable after entry of this Order, the Debtors shall serve the Sale Notice by first class or overnight mail upon the following: (a) the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"); (b) counsel to any official committee appointed in the Chapter 11 Cases; (c) counsel to each of the DIP Secured Parties;

(d) counsel to each of the Prepetition Secured Parties; (e) Counterparties to Contracts and Leases; (f) the Internal Revenue Service; (g) all applicable state and local taxing authorities; (h) the Securities & Exchange Commission; (i) the U.S. Environmental Protection Agency; (j) the United States Attorney's Office for the District of Delaware; (k) the United States Attorney General/Antitrust Division of the Department of Justice; (l) the offices of the attorneys general for the states in which the Debtors operate; (m) all potential buyers previously identified or solicited by the Debtors or their advisors and any additional parties who have previously expressed an interest to the Debtors or their advisors in potentially acquiring the Debtors' assets; (n) all such other entities as may be required by applicable Bankruptcy Rules or Local Rules; (o) counsel to Holdings; and (p) all other known parties with any interest in the Bid Assets (collectively, the "**Sale Notice Parties**"). On or about the same date, the Debtors will publish the Sale Notice once in *The Wall Street Journal* national edition.

12. Service of the Sale Notice on the Sale Notice Parties in the manner described in this Order constitutes good and sufficient notice of the Auction and the Sale Hearing. No other or further notice is required.

13. Promptly after the conclusion of the Auction and the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file and post on the Case Information Website a notice identifying such Successful Bid(s) and Alternate Bid(s) with the Court.

14. Sale Objections. Objections to the relief sought in the Sale Order must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, (d) be filed with the Court no later than **4:00 p.m. (prevailing Eastern Time) on September 10, 2019**, and (e) be served on (1) counsel to the Debtors, (x) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017,

Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak and (y) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney, Andrew R. Remming, Joseph C. Barsalona II, and Eric W. Moats; (2) counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross's prepetition secured revolving credit facility, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, TX 75201-2975, Attn: William Wallander, Bradley Foxman, and Matthew Pyeatt; (3) counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility (x) Arnold & Porter Kaye Scholer LLP, 250 West 55th Street New York, NY 10019-9710, Attn: Alan Glantz and Arnold & Porter Kaye Scholer LLP 70 West Madison Street Suite 4200 Chicago, Illinois 60602-4231, Attn: Seth J. Kleinman and (y) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter; (4) counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (x) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019-6099, Attn: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott and (y) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn; (5) counsel to any official committee appointed in the Chapter 11 Cases; (6) counsel to Holdings, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik; and (7) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (collectively, the "**Objection Notice Parties**").

15. Sale Hearing. The Sale Hearing shall be held in the United States Bankruptcy Court for the District of Delaware, Wilmington, Delaware 19801, on **September 18, 2019 at**

10:30 a.m. (prevailing Eastern Time) or such other date and time that the Court may later direct; provided, however, that the Sale Hearing may be adjourned by the Debtors (with the consent of the Required Lenders (as defined in the DIP Credit Agreement)) by announcement of the adjournment in open court or on the Court's docket.

16. As soon as reasonably practicable after the completion of the Auction, the Debtors shall file a final form of order approving the Sale Transaction(s) as agreed upon between the Debtors (in consultation with the Consulting Parties) and the Successful Bidder(s).

17. Bid Protections. In accordance with the Bidding Procedures, the Debtors may enter into a definitive agreement with any Qualified Bidder to designate such Qualified Bidder as a Stalking Horse Bidder, subject to higher or otherwise better offers at the Auction. Pursuant to sections 105, 363, 364, 503, and 507 of the Bankruptcy Code, the Debtors are authorized to offer and pay the Break-Up Fee and Expense Reimbursement to a Stalking Horse Bidder (if any) in accordance with the terms and conditions set forth in the Bidding Procedures and a definitive agreement reached between the Debtors and such Stalking Horse Bidder consistent therewith; *provided* that (a) the amount of such Bid Protections shall not exceed, in the aggregate, three percent of the proposed purchase price for the Bid Assets (or lot thereof) set forth in such Stalking Horse Bid *plus* an amount up to \$1,000,000 for reasonable and documented fees and expenses and (b) the approval of such Bid Protections shall be subject to the entry of a Stalking Horse Order and the Sale Order.

18. If the Debtors exercise their business judgment and determine (in consultation with the Consulting Parties) to enter into a definitive agreement with a Stalking Horse Bidder providing for Bid Protections in accordance with the terms and conditions set forth in the Bidding Procedures, the Debtors shall file a motion with the Court (the "**Stalking Horse**

Motion”), with no less than five calendar days’ notice of the objection deadline (the “**Stalking Horse Objection Deadline**”) to the U.S. Trustee, the DIP Secured Parties, each of the Prepetition Agents, Holdings, counsel to any official committee appointed in the Chapter 11 Cases, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases, seeking entry of an order (the “**Stalking Horse Order**”) granting final approval of such Bid Protections to such Stalking Horse Bidder. If no party in interest objects to the Stalking Horse Motion prior to the Stalking Horse Objection Deadline, then the Debtors may file with the Court the proposed Stalking Horse Order under certification of counsel. The Court may schedule an expedited hearing to consider the relief sought in the Stalking Horse Motion.

19. If the Court enters a Stalking Horse Order, the Debtors shall promptly serve it on each Potential Bidder. Further, until paid, any Break-Up Fee or Expense Reimbursement provided pursuant to the Stalking Horse Order shall constitute allowed superpriority administrative expense claims arising in the Chapter 11 Cases under sections 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code; *provided, however*, that such superpriority claims shall be subject to the Carve-Out (as defined in the DIP Order) and the Wind-Down Budget (as defined below), and shall in no circumstance be *pari passu* or senior to the claims granted to the DIP Secured Parties or the Prepetition Secured Parties.

20. To ensure the funding of the Chapter 11 cases, each bid (including a credit bid) shall be subject to (a) the Debtors having sufficient cash at the consummation of any sale of Bid Assets to satisfy the reasonable wind-down budget negotiated in good faith (the “**Wind-Down Budget**”) to pay all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to wind-down the Debtors’ estates in a

reasonable and appropriate timeline, and (b) the requirement that the net proceeds of any sale pursuant to the Bidding Procedures shall first satisfy the Wind-Down Budget before repayment from such proceeds of any DIP Obligations, Adequate Protection Obligations, 507(b) Claims, Prepetition Secured Debt, or any other claims against the Debtors. At the closing of each Sale Transaction for Bid Assets, the Debtors shall deposit the sale proceeds from such Sale Transaction into a segregated account held by the Debtors pending the ultimate resolution (either by agreement or Court determination) and funding of the appropriate amount of the Wind-Down Budget; *provided, however*, that the Debtors shall be authorized to use a portion of such sale proceeds to pay, in accordance with the Approved Budget (as defined in the DIP Credit Agreement), all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to administer the Debtors' estates accrued through the closing of the final Sale Transaction in an amount either (y) agreed to by the Required Lenders and the Debtors or (z) as otherwise determined by the Court. The Debtors shall not distribute any proceeds of any Sale Transaction prior to the funding of the Wind-Down Budget.

21. Assumption and Assignment Procedures. The assumption and assignment procedures set forth in the Motion, to the extent modified herein (the “**Assumption and Assignment Procedures**”), are hereby approved.

22. As soon as reasonably practicable following entry of this Order, the Debtors shall file with the Court, and cause to be published on the Case Information Website, the Potential Assumption and Assignment Notice and a list of the Potential Assumed Contracts (the “**Potential Assumed Contracts Schedule**”) that specifies (a) each of the Contracts and Leases that potentially could be assumed and assigned in connection with the sale of the Bid Assets,

including the name of each Counterparty and (b) the proposed outstanding Cure Cost as of the Petition Date with respect to each Potential Assumed Contract.

23. Potential Assumption and Assignment Notice. The Debtors shall, as soon as reasonably practicable after entry of this Order (but in any event, so as to provide sufficient notice such that any required responses from any Counterparties are due prior to the scheduled date of the Auction as specified in the Bidding Procedures), serve on each relevant Counterparty the Potential Assumption and Assignment Notice, which shall (a) identify the Potential Assumed Contracts, (b) list the Debtors' outstanding Cure Costs calculated in good faith as of the Petition Date with respect to the Potential Assumed Contracts identified on the Potential Assumption and Assignment Notice, (c) expressly state that assumption or assignment of an Assumed Contract or Assumed Lease is not guaranteed and is subject to Court approval, (d) prominently display the deadline to file an Assumption and Assignment Objection (as defined below), and (e) prominently display the date, time, and location of the Sale Hearing. The Debtors shall serve on all parties requesting notice pursuant to Bankruptcy Rule 2002, via first class mail, a modified version of the Potential Assumption and Assignment Notice, without the Potential Assumed Contracts Schedule, which will include instructions regarding how to view the Potential Assumed Contracts Schedule on the Case Information Website.

24. Proposed Assumption and Assignment Notice. The Debtors shall, in conjunction with the filing of the Notice of Auction Results, file and serve on each relevant Counterparty the Proposed Assumption and Assignment Notice, which shall (a) identify the Proposed Assumed Contracts, (b) expressly state that assumption or assignment of an Assumed Contract or Assumed Lease is not guaranteed and is subject to Court approval, (c) prominently display the deadline to file an Assumption and Assignment Objection, and (d) prominently display the date, time, and

location of the Sale Hearing. The Debtors shall serve on all parties requesting notice pursuant to Bankruptcy Rule 2002, via first class mail, a modified version of the Proposed Assumption and Assignment Notice, without the schedule of Proposed Assumed Contracts (the “**Proposed Assumed Contracts Schedule**”), which will include instructions regarding how to view the Proposed Assumed Contracts Schedule on the Case Information Website.

25. Objection Deadlines. Any Counterparty may object to the potential or proposed assumption or assignment of its Assumed Contract or Assumed Lease, the Debtors’ proposed Cure Costs, if any, or the ability of a Successful Bidder to provide adequate assurance of future performance (an “**Assumption and Assignment Objection**”). All Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, (d) (1) for objections relating to proposed Cure Costs, be filed with the Court no later than **July 11, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Cure Objection Deadline**”) and (2) for all other objections, **September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Assumption and Assignment Objection Deadline**”), and (e) be served on the Objection Notice Parties.

26. Resolution of Assumption and Assignment Objections. If a Counterparty files a timely Assumption and Assignment Objection, such objection shall be heard at the Sale Hearing or such later date that the Debtors, in consultation with the Successful Bidder, shall determine in their discretion (subject to the Court’s calendar). If such objection has not been resolved prior to the closing of the Sale Transaction (whether by an order of the Court or by agreement with the Counterparty), the Successful Bidder(s) may elect, in their sole and absolute discretion, one of

the following options: (a) treat such Counterparty's contract or lease as property excluded from the Bid Assets (an "**Excluded Contract**" or "**Excluded Lease**", respectively); or (b) temporarily treat the Proposed Assumed Contract as an Excluded Contract or Excluded Lease, as applicable (a "**Designated Agreement**"), proceed to the closing of the Sale Transaction with respect to all other Bid Assets, and determine whether to treat the Designated Agreement as an Assumed Contract or Assumed Lease, as applicable, or an Excluded Contract or Excluded Lease, as applicable, within ten business days after resolution of such objection (whether by the Court's order or by agreement of the Counterparty, the Debtors, and the Successful Bidder).

27. Failure To File Timely Assumption and Assignment Objection. If a Counterparty fails to file with the Court and serve on the Assumption and Assignment Objection Notice Parties a timely Assumption and Assignment Objection, the Counterparty shall be forever barred from asserting any such objection with regard to the assumption or assignment of its Assumed Contract or Assumed Lease. Notwithstanding anything to the contrary in the Assumed Contract or Assumed Lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or the Supplemental Assumption and Assignment Notice (as defined below) shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code as of the Petition Date, whether known or unknown, due or to become due, accrued, absolute, contingent, or otherwise, and the Counterparty shall be forever barred from asserting any additional cure or other amounts with respect to such Assumed Contract or Assumed Lease against the Debtors, the Successful Bidder, or the property of any of them.

28. Modification of Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule. In addition to a Successful Bidder's rights described above with respect to

an Assumption and Assignment Objection, at or prior to the closing of the Sale Transaction, a Successful Bidder may elect, in its sole and absolute discretion, to (a) exclude any contract or lease on the Potential Assumed Contracts Schedule as an Assumed Contract or Assumed Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (b) include on the Proposed Assumed Contracts Schedule any contract or lease listed on the Potential Assumed Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable.

29. If the Debtors or any Successful Bidder identify during the pendency of the Chapter 11 Cases (before or after the closing of the Sale Transaction) any contract or lease that is not listed on the Proposed Assumed Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assumed Contract or Assumed Lease, as applicable, and the Debtors shall seek to add such Assumed Contract or Assumed Lease to the Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule, as applicable, in accordance with Paragraph 31.

30. Following the conclusion of the Auction, if any, and the selection of the Successful Bidder(s), the Debtors reserve the right, but only in accordance with the applicable Asset Purchase Agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction, to modify the previously-stated Cure Costs associated with any Proposed Assumed Contract.

31. In the event that any contract or lease is added to the Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule or previously-stated Cure Costs are modified, in accordance with the applicable Asset Purchase Agreement, or the procedures set forth in this

Motion, the Debtors will promptly serve a supplemental assumption and assignment notice, by first class mail, on the applicable Counterparty (each, a “**Supplemental Assumption and Assignment Notice**”). Each Supplemental Assumption and Assignment Notice will include the same information with respect to the applicable Assumed Contract or Assumed Lease as is required to be included in the Potential Assumption and Assignment Notice.

32. Any Counterparty listed on a Supplemental Assumption and Assignment Notice whose contract or lease is proposed to be assumed and assigned may object to the proposed assumption or assignment of its Assumed Contract or Assumed Lease, the Debtors’ proposed Cure Costs (to the extent modified from the previously-stated amount), or the ability of a Successful Bidder to provide adequate assurance of future performance (a “**Supplemental Assumption and Assignment Objection**”). All Supplemental Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, and (d) no later than **14 days from the date of service of such Supplemental Assumption and Assignment Notice**, (i) be filed with the Court and (ii) be served on the Assumption and Assignment Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the same manner as an Assumption and Assignment Objection.

33. Reservation of Rights. The inclusion of an Assumed Contract, Assumed Lease, or Cure Costs with respect thereto on a Potential Assumption and Assignment Notice, a Proposed Assumption and Assignment Notice, the Potential Assumed Contracts Schedule, the Proposed Assumed Contracts Schedule, or a Supplemental Assumption and Assignment Notice

shall not constitute or be deemed a determination or admission by the Debtors, the Successful Bidder(s), or any other party in interest that such contract or lease is an executory contract or unexpired lease within the meaning of the Bankruptcy Code. The Debtors reserve all of their rights, claims, and causes of action with respect to each Assumed Contract and Assumed Lease listed on a Potential Assumption and Assignment Notice, Proposed Assumption and Assignment Notice, Supplemental Assumption and Assignment Notice, the Potential Assumed Contracts Schedule, and the Proposed Assumed Contracts Schedule. The Debtors' inclusion of any Assumed Contract or Assumed Lease on the Potential Assumption and Assignment Notice, Proposed Assumption and Assignment Notice, Supplemental Assumption and Assignment Notice, Potential Assumed Contracts Schedule, and/or Proposed Assumed Contracts Schedule shall not be a guarantee that such Assumed Contract or Assumed Lease ultimately will be assumed or assumed and assigned.

34. Notwithstanding anything in this Order to the contrary, unless Cigna (as defined in the *Objection of Cigna Entities to Motion of Debtors for Entry of Orders (i)(a) Approving Bidding Procedures for Sale of Debtors' Assets, (b) Authorizing the Selection of a Stalking Horse Bidder, (c) Approving Bid Protections, (d) Scheduling Auction for, and Hearing To Approve, Sale of Debtors' Assets, (e) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, (f) Approving Assumption and Assignment Procedures, and (g) Granting Related Relief and (ii)(a) Approving Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (b) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (c) Granting Related Relief* [D.I. 238] (the “**Cigna Objection**”)) and the Debtors agree otherwise, in the event that any of the Employee Benefit Agreements (as defined in the Cigna Objection) are listed in the Proposed Assumption and

Assignment Notice, or in a Supplemental Assumption and Assignment Notice, filed and served in accordance with the Bidding Procedures, the Debtors shall provide to Cigna, through its counsel of record, (a) as soon as reasonably practicable after the filing of such notice, (i) a copy of the evidence in the Debtors' possession material to the Successful Bidder's ability to comply with section 365 of the Bankruptcy Code, including such information demonstrating the Successful Bidder's ability to perform under the applicable Employee Benefit Agreement(s) and (ii) a good faith estimate as to the number of the Debtors' employees who will become employees of the Successful Bidder and (b) within three business days of filing such notice, written notice of the Debtors' and the Successful Bidder's irrevocable decision as to whether or not the Debtors shall assume and assign to the Successful Bidder the applicable Employee Benefit Agreements as part of the Sale Transaction (to the extent such Sale Transaction closes); *provided, however*, that Cigna shall not assert any Cure Costs other than the outstanding amounts, if any, accrued on and after May 31, 2019, under the applicable Employee Benefit Agreements.

35. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

36. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

37. Any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(a), 6004(h), 6006(d), or 9014) or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

38. The requirements of Bankruptcy Rule 6003 are satisfied by the contents of the Motion.

39. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

40. Proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with and satisfaction of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules and no other or further notice of the Motion or the entry of this Order shall be required.

41. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

42. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or relating to the implementation, interpretation, or enforcement of this Order.

Dated: June 13th, 2019
Wilmington, Delaware

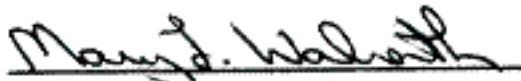

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Proposed Bidding Procedures

BIDDING PROCEDURES

The bidding procedures set forth below (these “**Bidding Procedures**”) detail the process by which Southcross Energy Partners, L.P. (“**Southcross**”) and its affiliated debtors (collectively with Southcross, the “**Debtors**”) are authorized by the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) to conduct a sale of all or substantially all of the Debtors’ assets in one or more lots (collectively, the “**Bid Assets**”).¹

Any interested bidder should contact, as soon as practicable:

EVERCORE GROUP L.L.C.²
55 East 52nd Street
New York, NY 10055
Attn.: Robert A. Pacha, Stephen Hannan
Pacha@evercore.com
Hannan@evercore.com
(tel.) +1 (713) 403-2441
(tel.) +1 (212) 857-7423

These Bidding Procedures describe, among other things, (i) the Bid Assets offered for sale, (ii) the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined below), respectively, (iii) the conduct of the Auction (as defined below), if necessary, (iv) the selection of the Successful Bidder(s) (as defined below), (v) the process for seeking authorization for the selection of a Stalking Horse Bidder and Bid Protections (if any, each as defined below), and (vi) the approval by the Bankruptcy Court of the sale of the Bid Assets to the Successful Bidder(s).

1. PARTICIPATION REQUIREMENTS

(a) Interested Parties

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the bidding process described herein (the “**Bidding Process**”), each interested person or entity (each, an “**Interested Party**”) must deliver the following items (unless previously delivered) to Evercore so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on July 1, 2019:

- i. an executed confidentiality agreement in form and substance satisfactory to the Debtors;

¹ These Bidding Procedures were approved by the Bankruptcy Court on [●], 2019 [D.I. [●]] (the “**Bidding Procedures Order**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Order or the DIP Order (as defined below), as applicable.

² Evercore Group, L.L.C., in its capacity as financial advisor to the Debtors, is referred to herein as “**Evercore**.”

- ii. a statement and other factual support demonstrating, to the Debtors' satisfaction, that the Interested Party has a *bona fide* interest in purchasing some or all of the Bid Assets;
- iii. a description of the nature and extent of any due diligence the Interested Party wishes to conduct and the date in advance of the Bid Deadline (as defined below) by which such due diligence will be completed; and
- iv. sufficient information, as defined by the Debtors, to allow the Debtors to determine that the Interested Party has the financial wherewithal and any required internal corporate, legal, or other authorizations to close a sale transaction pursuant to these Bidding Procedures, including, but not limited to, current audited financial statements of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their discretion) or, if the Interested Party is an entity formed for the purpose of acquiring some or all of the Bid Assets, (A) current audited financial statements of the equity holder(s) (the "**Sponsor(s)**") of the Interested Party (or such other form of financial disclosure acceptable to the Debtors in their discretion), (B) a written commitment acceptable to the Debtors and their advisors that the Sponsor(s) are responsible for the Interested Party's obligations in connection with the Bidding Process, and (C) copies of any documents evidencing any financing commitments necessary to consummate the transaction.

If the Debtors determine in their discretion (in consultation with the DIP Secured Parties (as defined below), each of the Prepetition Agents (as defined in the DIP Order³), and Southcross Holdings LP (together with its non-Debtor subsidiaries, "**Holdings**")), after receipt of the items identified above, that an Interested Party has a *bona fide* interest in purchasing some or all of the Bid Assets, such Interested Party will be deemed a "**Potential Bidder**" and the Debtors will deliver to such Potential Bidder access to the Debtors' confidential electronic data room concerning the Bid Assets (the "**Data Room**"), which shall include a form of Sale Order (as defined below).

(b) Due Diligence

Until the Bid Deadline, in addition to granting access to the Data Room, the Debtors will provide Potential Bidders with due diligence access and additional information, as may be requested by a Potential Bidder, to the extent that the Debtors determine, in their sole discretion, that such requests are reasonable and appropriate under the circumstances. All due diligence

³ See Final Order, Pursuant to 11 U.S.C. Sections 105, 361, 362, 363, 364, 503, 506, and 507, (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief [D.I. 200] (the "**DIP Order**").

requests shall be directed to Evercore. The Debtors, with the assistance of Evercore, will coordinate all reasonable requests for additional information and due diligence access from Potential Bidders.

Unless otherwise determined by the Debtors, the availability of due diligence to a Potential Bidder will cease if (i) the Potential Bidder does not become a Qualified Bidder or (ii) the Bidding Process is terminated in accordance with its terms.

2. QUALIFIED BIDS

Each offer, solicitation, or proposal by a Potential Bidder must satisfy each of the following conditions in order for such offer, solicitation, or proposal to be deemed a “**Qualified Bid**” and for such Potential Bidder to be deemed a “**Qualified Bidder**,” unless any such conditions that are not satisfied are waived by the Debtors in their discretion (in consultation with the DIP Secured Parties, each of the Prepetition Agents, and Holdings (collectively, the “**Consulting Parties**”)):

(a) Bid Deadline

A Potential Bidder who desires to be deemed a Qualified Bidder must deliver to Evercore, with copies to Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak), the Required Bid Documents (as defined below) so as to be received no later than 6:00 p.m. (prevailing Eastern Time) on July 24, 2019 (the “**Bid Deadline**”). The Debtors, with the consent of the Required Lenders (unless otherwise specified, as defined in that Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement, dated as of April 3, 2019 (the “**DIP Credit Agreement**”)) and with notice to each of the Prepetition Agents, the DIP Agent (as defined in the DIP Order), and Holdings, but without the need for further Bankruptcy Court approval, may extend the Bid Deadline by a reasonable period of time if the Debtors and the Required Lenders believe that such extension would further the goal of attaining the highest or otherwise best offer for the Debtors’ assets. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders of such extension.

(b) Bid Requirements

All bids must include the following items (collectively, the “**Required Bid Documents**”):

- a letter stating that the bidder’s offer is irrevocable until consummation of a transaction involving the Bid Assets (or lot thereof) identified in such offer;
- a duly authorized and executed purchase agreement satisfactory to the Debtors, based on the form purchase agreement provided by Evercore, marked to show any revisions, including, among other things, the purchase price for the Bid Assets (or lot thereof, as applicable), together with all exhibits and schedules, including, among

other things, a proposed form of order approving the transaction(s) contemplated in such purchase agreement (such executed purchase agreement, an “**Asset Purchase Agreement**”);

- written evidence acceptable to the Debtors in their discretion (in consultation with the Consulting Parties) demonstrating financial wherewithal, operational ability, and corporate authorization to consummate the proposed transaction; and
- written evidence of a firm commitment for financing to consummate the proposed transaction, or other evidence of ability to consummate the proposed transaction without financing, in either case which is satisfactory to the Debtors in their discretion (in consultation with the Consulting Parties).

A bid will be considered only if the bid:

- identifies the legal name of the purchaser (including any Sponsor(s), if the purchaser is an entity formed for the purpose of consummating the proposed transaction);
- identifies the Bid Assets (or lot thereof) to be purchased and the contracts and leases to be assumed;
- identifies the liabilities of the Debtors or the Bid Assets to be assumed;
- sets forth the consideration for the Bid Assets (or lot thereof) to be purchased and the Contracts and Leases to be assumed; *provided, however*, that, upon entry of a Stalking Horse Order (as defined below), the consideration must be at least equal to the following: (i) the consideration set forth in the Stalking Horse Bid; *plus* (ii) the aggregate amount of any Bid Protections set forth in the Stalking Horse Order; *plus* (iii) \$1,000,000 or such other amount approved in a Stalking Horse Order for such Bid Assets (the “**Minimum Overbid**”);
- is not conditioned on (i) obtaining financing or (ii) the outcome of unperformed due diligence;
- includes a description of all governmental, licensing, regulatory, or other approvals or consents that are required to consummate the proposed transaction (including any

antitrust approval related to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended), together with evidence satisfactory to the Debtors of the ability to obtain such approvals or consents in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such approvals or consents;

- is accompanied by a cash deposit by wire transfer to an escrow agent selected by the Debtors (the “**Deposit Agent**”) in an amount equal to ten percent of the consideration set forth in connection with such bid (any such deposit, a “**Good Faith Deposit**”);
- sets forth the representatives that are authorized to appear and act on behalf of the bidder in connection with the proposed transaction;
- indicates that the bidder will not seek any transaction or break-up fee, expense reimbursement, or similar type of payment (other than if such bid is selected to be a Stalking Horse Bid and subject to the provisions of Section 5 below);
- includes evidence of the bidder’s ability to comply with section 365 of the Bankruptcy Code (to the extent applicable), including providing adequate assurance of such bidder’s ability to perform in the future the contracts and leases proposed in its bid to be assumed by the Debtors and assigned to the bidder, in a form that will permit the Debtors to disseminate immediately such evidence to the non-Debtor counterparties to such contracts and leases; and
- is received on or before the Bid Deadline (as such deadline may be extended in accordance with these Bidding Procedures).

A bid received from a Potential Bidder will constitute a Qualified Bid only if it includes all of the Required Bid Documents and meets all of the above requirements (other than a credit bid described in Section 3 below). The Debtors shall have the right to deem a bid a Qualified Bid even if such bid does not conform to one or more of the requirements above or does not include one or more Required Bid Documents. If the Debtors receive a bid prior to the Bid Deadline that is not a Qualified Bid, the Debtors may provide the bidder with the opportunity to remedy any deficiencies following the Bid Deadline. If any bid is determined by the Debtors not to be a Qualified Bid, and the applicable bidder fails to remedy such bid in accordance with these

Bidding Procedures, the Debtors shall promptly instruct the Deposit Agent to return such bidder's Good Faith Deposit.

All Qualified Bids will be considered by the Debtors; bids other than Qualified Bids will not be considered. Notwithstanding any other provision of these Bidding Procedures, the Debtors may in their discretion (in consultation with the Consulting Parties) evaluate bids on any grounds, including, but not limited to, (i) the amount of the purchase price, including non-cash consideration, set forth in the bid, (ii) the value to be provided to the Debtors under the bid, including the net economic effect upon the Debtors' estates (including, without limitation, the ability to fund the Wind-Down Budget (as defined below)), (iii) any benefit to the Debtors' estates from any assumption of liabilities or waiver of liabilities, including the release or replacement of letters of credit, (iv) the transaction structure and execution risk, including conditions to and certainty of closing, termination provisions, availability of financing and financial wherewithal to meet all commitments, and required governmental or other approvals, (v) the anticipated timing to closing and whether such timing is consistent with the Debtors' adherence to the Approved Budget (as defined in the DIP Credit Agreement), (vi) the impact on employees and employee claims against the Debtors, (vii) the presence of any governmental, licensing, regulatory, or other approvals or consents in a bid, and the anticipated timing or likelihood of obtaining such approvals or consents, (viii) the impact on trade and other creditors, and (ix) any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties. For the avoidance of doubt, the presence of any governmental, licensing, regulatory, or other approvals or consents in a bid, and the anticipated timing or likelihood of obtaining such approvals or consents, may be grounds for the Debtors in their discretion (in consultation with the Consulting Parties) to determine that such bid (i) is not a Qualified Bid or (ii) is not higher or otherwise better than any other Qualified Bid.

By submission of its bid, each Qualified Bidder shall be deemed to acknowledge and represent that it (i) has had an opportunity to conduct any and all due diligence regarding the Bid Assets that are the subject of the Auction prior to making any such bids, (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Bid Assets (or lots thereof), or the completeness of any information provided in connection therewith, except as expressly stated in these Bidding Procedures or, as to the Successful Bidder(s), the Asset Purchase Agreement(s) with such Successful Bidder(s). Without the written consent of the Debtors (in consultation with the Consulting Parties) a Qualified Bidder may not amend, modify, or withdraw its Qualified Bid, except for proposed amendments to increase the amount or otherwise improve the terms of its Qualified Bid, during the period that such Qualified Bid is required to remain irrevocable. Notwithstanding any consultation or consent rights set forth herein, in the Bidding Procedures Order, in the DIP Order, or otherwise, no Qualified Bidder that submits a Qualified Bid shall be entitled to consultation rights with respect to the Bid Assets subject to such Qualified Bid.

3. CREDIT BID

Pursuant to section 363(k) of the Bankruptcy Code and subject to the terms and conditions set forth in the DIP Order (a) the DIP Agent, on behalf of the DIP Secured Parties (as

defined in the DIP Order), but solely at the prior written direction of the Required Lenders, shall have the right to credit bid up to the full amount of the DIP Obligations in any bulk or piecemeal sale of all, or any portion of, the Bid Assets constituting DIP Collateral, and (b) (i) the Prepetition Term Agent (as defined in the DIP Order), on behalf of the Prepetition Secured Parties (as defined in the DIP Order), but solely at the prior written direction of the Required Lenders (as defined in the Prepetition Term Loan Credit Agreement (as defined in the DIP Order)), and (ii) the Prepetition Revolving Agent, on behalf of and as directed by the Prepetition Revolving Secured Parties (as defined in the DIP Order), in each case, shall have the right to credit bid, subject to the Intercreditor Agreement (as defined in the DIP Order), up to the full amount of the applicable Prepetition Secured Debt (as defined in the DIP Order) in any bulk or piecemeal sale of all, or any portion of, the Bid Assets constituting Prepetition Collateral (as defined in the DIP Order). If the DIP Agent and/or any of the Prepetition Agents, as applicable, submit a credit bid in accordance with the foregoing, and such bid is received by the Bid Deadline, such bidder shall be deemed to be a Qualified Bidder and any such credit bid shall be deemed to be a Qualified Bid.

4. WIND-DOWN BUDGET

Notwithstanding anything contained in these Bidding Procedures, any bid (including a credit bid) shall be subject to (a) the Debtors having sufficient cash at the consummation of any sale of Bid Assets to satisfy the reasonable wind-down budget negotiated in good faith (the “**Wind-Down Budget**”) to pay all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to wind-down the Debtors’ estates in a reasonable and appropriate timeline, and (b) the requirement that the net proceeds of any sale pursuant to these Bidding Procedures shall first satisfy the Wind-Down Budget before repayment from such proceeds of any DIP Obligations, Adequate Protection Obligations, 507(b) Claims, Prepetition Secured Debt, or any other claims against the Debtors. At the closing of each Sale Transaction for Bid Assets, the Debtors shall deposit the sale proceeds from such Sale Transaction into a segregated account held by the Debtors pending the ultimate resolution (either by agreement or Court determination) and funding of the appropriate amount of the Wind-Down Budget; *provided, however*, that the Debtors shall be authorized to use a portion of such sale proceeds to pay, in accordance with the Approved Budget (as defined in the DIP Credit Agreement), all allowed (i) post-petition claims, (ii) administrative expense and priority claims, and (iii) professional fees and expenses necessary to administer the Debtors’ estates accrued through the closing of the final Sale Transaction in an amount either (y) agreed to by the Required Lenders and the Debtors or (z) as otherwise determined by the Bankruptcy Court. The Debtors shall not distribute any proceeds of any Sale Transaction prior to the funding of the Wind-Down Budget.

5. STALKING HORSE BIDDER AND BID PROTECTIONS

The Debtors are authorized, but not obligated, to exercise their business judgment (in consultation with the Consulting Parties) to agree with any Qualified Bidder that (a) such Qualified Bidder’s Qualified Bid shall serve as the minimum bid for the Bid Assets or any lot thereof (such Qualified Bidder, a “**Stalking Horse Bidder**” and, such Qualified Bid, a “**Stalking Horse Bid**”) and (b) the Debtors will enter into the transaction(s) contemplated in such Stalking Horse Bid unless a higher or otherwise better Qualified Bid is submitted with respect to such Bid

Assets or lot thereof, as determined by the Debtors (in consultation with the Consulting Parties) in accordance with the Bidding Procedures. In order to incentivize prospective purchasers to agree to become a Stalking Horse Bidder, the Debtors are authorized, but not obligated, to exercise their business judgment (in consultation with the Consulting Parties) to offer the following bid protections to such Stalking Horse Bidder(s), payable if the Debtors consummate a sale pursuant to a Qualified Bid other than the Stalking Horse Bid (if the assets subject to such sale include those to which such Stalking Horse Bid relates): (a) payment of a break-up fee in an amount not to exceed three percent of the purchase price set forth in the Stalking Horse Bid (the “**Break-Up Fee**”) and (b) reimbursement of the reasonable and documented fees and expenses of the Stalking Horse Bidder (the “**Expense Reimbursement**” and, together with the Break-Up Fee, the “**Bid Protections**”) in an amount up to \$1,000,000; *provided, however*, that (i) the payment of such Break-Up Fee and/or Expense Reimbursement shall be subject to the terms and conditions of the definitive agreement(s) executed between the Debtors and such Stalking Horse Bidder(s), (ii) any Break-Up Fee or Expense Reimbursement shall be subject to, and will not be binding on the Debtors until, entry of the Stalking Horse Order and the Sale Order, and (iii) no Break-Up Fee shall be paid to a credit bidder or insider of the Debtors. For the avoidance of doubt, the Debtors will provide Expense Reimbursement only to the Stalking Horse Bidder(s) and such expenses must be reasonable, documented, and subject to review by the Debtors. To the extent payable, any Bid Protections would be paid out of the proceeds of the sale to which they relate.

The Debtors are authorized to exercise their business judgment (in consultation with the Consulting Parties) to enter into a definitive agreement with a Stalking Horse Bidder providing for Bid Protections in accordance with the terms and conditions set forth herein; *provided that* the Debtors shall file a motion with the Bankruptcy Court (the “**Stalking Horse Motion**”), with no less than five calendar days’ notice of the objection deadline (the “**Stalking Horse Objection Deadline**”) to the U.S. Trustee, the DIP Secured Parties, each of the Prepetition Agents, Holdings, counsel to any official committee appointed in the Chapter 11 Cases, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases, seeking entry of an order (the “**Stalking Horse Order**”) granting final approval of such Bid Protections to such Stalking Horse Bidder. If no party in interest objects to the Stalking Horse Motion prior to the Stalking Horse Objection Deadline, then the Debtors may file with the Bankruptcy Court the proposed Stalking Horse Order under certification of counsel. The Bankruptcy Court may schedule an expedited hearing to consider the relief sought in the Stalking Horse Motion.

If the Bankruptcy Court enters a Stalking Horse Order, the Debtors shall promptly serve it on each Potential Bidder. Further, until paid, any Break-Up Fee or Expense Reimbursement provided pursuant to the Stalking Horse Order shall constitute allowed superpriority administrative expense claims arising in the Chapter 11 Cases under sections 503(b), 507(a)(2), and 507(b) of the Bankruptcy Code; *provided, however*, that such superpriority claims shall be subject to the Carve-Out (as defined in the DIP Order) and the Wind-Down Budget, and shall in no circumstance be *pari passu* or senior to the claims granted to the DIP Secured Parties or the Prepetition Secured Parties.

6. AUCTION

In the event that the Debtors timely receive more than one Qualified Bid, the Debtors shall conduct an auction (the “**Auction**”) for the Bid Assets. The Auction shall be in accordance with these Bidding Procedures and upon notice to all Qualified Bidders that have submitted Qualified Bids. The Auction shall be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave., New York, New York 10017 on September 3, 2019 at 10:00 a.m. (prevailing Eastern Time) or such later time on such day or such other place as the Debtors shall notify all Participating Parties (as defined below). If (a) no Qualified Bids are submitted by the Bid Deadline other than a Stalking Horse Bid, (b) only one Qualified Bid that is not a Stalking Horse Bid is submitted by the Bid Deadline, or (c) only one or more Partial Bids (as defined below) are submitted by the Bid Deadline for non-overlapping lots of the Bid Assets, the Debtors may in their discretion (in consultation with the Consulting Parties) elect to cancel the Auction, seek approval of the transactions contemplated in the Stalking Horse Bid, the Qualified Bid which is not a Stalking Horse Bid, or the transactions in respect of the such Partial Bids at the Sale Hearing (as defined below).

If any of the Qualified Bids submitted by the Bid Deadline are structured as a purchase of less than all or substantially all of the Debtors’ assets (each such bid, a “**Partial Bid**”), the Debtors may conduct separate auctions at the Auction for each lot of assets (each, an “**Auction Lot**”) subject to a Partial Bid. The Debtors may designate each Auction Lot at any time prior to the Auction.

Only representatives or agents of the Debtors, the DIP Secured Parties, the Prepetition Secured Parties, Holdings, and the Qualified Bidders (and the legal and financial advisors to each of the foregoing) (collectively, the “**Participating Parties**”) will be entitled to attend the Auction, and only Qualified Bidders will be entitled to make any Subsequent Bids (as defined below) at the Auction. Each Qualified Bidder participating in the Auction must confirm that it (a) has not engaged in any collusion with respect to the bidding or the sale of any of the Bid Assets as described herein, (b) has reviewed, understands, and accepts these Bidding Procedures, (c) has consented to the jurisdiction of the Bankruptcy Court, and (d) intends to consummate its Qualified Bid if it is selected as the Successful Bid.

At least one day prior to the Auction, the Debtors will (a) notify each Qualified Bidder that has timely submitted a Qualified Bid that its bid is a Qualified Bid and (b) provide all Qualified Bidders with (i) copies of the Qualified Bid or combination of Qualified Bids that the Debtors believe is the highest or otherwise best offer (the “**Starting Bid**”), (ii) an explanation of how the Debtors value the Starting Bid, and (iii) a list identifying all of the Qualified Bidders and their respective Qualified Bids.

The Debtors may (in consultation with the Consulting Parties) employ and announce at the Auction additional procedural rules for conducting the Auction (*e.g.*, the amount of time allotted to submit Subsequent Bids), *provided, however*, that such rules shall (a) not be inconsistent with the Bankruptcy Code, the Bidding Procedures Order, or any other order of the Bankruptcy Court entered in connection herewith and (b) be disclosed to all Qualified Bidders.

Bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding in the presence of all parties at the Auction, so long as during each round at least one subsequent bid (a “**Subsequent Bid**”) is submitted by a Qualified Bidder that (a) improves upon such Qualified Bidder’s immediately prior Qualified Bid and (b) the Debtors determine in their discretion (in consultation with the Consulting Parties) that such Subsequent Bid is (i) with respect to the first round, a higher or otherwise better offer than the Starting Bid and (ii) with respect to subsequent rounds, a higher or otherwise better offer than the Leading Bid (as defined below), in each case taking into account other Qualified Bids for other Bid Assets; *provided, however*, that with respect to the first round, if a Stalking Horse Bidder has been authorized pursuant to a Stalking Horse Order, any Qualified Bid must provide consideration at least equal to the Minimum Overbid. Notwithstanding anything else provided in the Motion, the Bidding Procedures Order, or herein, the Debtors in their discretion (in consultation with the Consulting Parties) may determine appropriate minimum bid increments or requirements for each round of bidding.

After the first round of bidding and between each subsequent round of bidding, as applicable, the Debtors will determine in their discretion (in consultation with the Consulting Parties) and announce the bid or bids that they believe to be the highest or otherwise best offer or combination of offers (the “**Leading Bid**”). Additional consideration in excess of the amount set forth in the Starting Bid may include cash and/or non-cash consideration; *provided, however*, that the value for such non-cash consideration shall be determined by the Debtors in their discretion (in consultation with the Consulting Parties).

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge and written confirmation of the Leading Bid.

For the purpose of evaluating Subsequent Bids, the Debtors may require a Qualified Bidder submitting a Subsequent Bid to submit, as part of its Subsequent Bid, additional evidence (in the form of financial disclosure or credit-quality support information or enhancement acceptable to the Debtors in their discretion (in consultation with the Consulting Parties) demonstrating such Qualified Bidder’s ability to close the proposed transaction.

The Debtors shall maintain a transcript of all bids made and announced at the Auction, including the Starting Bid(s), all Subsequent Bid(s), the Leading Bid(s), the Alternative Bid(s) (as defined below), and the Successful Bid(s).

If a Qualified Bidder increases its bid at the Auction and is the Successful Bidder or Alternate Bidder (as defined below), such bidder must increase its Good Faith Deposit to an amount equal to ten percent of the proposed purchase price submitted at the Auction within two days after the Auction.

7. SELECTION OF SUCCESSFUL BID(S) AND ALTERNATE BID(S)

Prior to the conclusion of the Auction, the Debtors shall (in consultation with the Consulting Parties) (a) review and evaluate each bid made at the Auction on the basis of financial and contractual terms and other factors relevant to the sale process, including those

factors affecting the speed and certainty of consummating the sale transaction, (b) determine and identify the highest or otherwise best offer or collection of offers (the “**Successful Bid(s)**”), (c) determine and identify the next highest or otherwise best offer or collection of offers (the “**Alternate Bid(s)**”), and (d) notify all Qualified Bidders participating in the Auction, prior to its adjournment, of (i) the identity of the party or parties that submitted the Successful Bid(s) (the “**Successful Bidder(s)**”), (ii) the amount and other material terms of the Successful Bid(s), (iii) the identity of the party or parties that submitted the Alternate Bid(s) (the “**Alternate Bidder(s)**”), and (iv) the amount and other material terms of the Alternate Bid(s). Each Qualified Bidder shall agree and be deemed to agree to be the Alternate Bidder if so designated. Notwithstanding anything in the Bidding Procedures to the contrary, any Qualified Bid submitted by the DIP Agent or the Prepetition Term Agent shall not be required to serve as an Alternate Bid absent consent of the DIP Agent or Prepetition Term Agent (as applicable). As soon as reasonably practicable after the completion of the Auction, the Successful Bidder(s) and the applicable Debtors shall complete and execute all agreements, instruments, and other documents necessary to consummate the applicable sale or other transaction(s) contemplated by the applicable Successful Bid(s). Promptly following the selection of the Successful Bid(s) and Alternate Bid(s), the Debtors shall file a notice of the Successful Bid(s) and Alternate Bid(s) with the Bankruptcy Court, together with a proposed order approving the transaction(s) contemplated therein (the “**Sale Order**”).

8. THE SALE HEARING

The hearing to consider the proposed Sale Order (the “**Sale Hearing**”) will be held on September 18, 2019 at 10:30 a.m. (prevailing Eastern time) before the Honorable Judge Mary F. Walrath, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market St., Wilmington, Delaware 19801. The Sale Hearing may be adjourned by the Debtors (with the consent of the Required Lenders) by an announcement of the adjourned date at a hearing before the Bankruptcy Court or by filing a notice on the Bankruptcy Court’s docket. At the Sale Hearing, the Debtors will seek the Bankruptcy Court’s approval of the Successful Bid(s) and, at the Debtors’ election (in consultation with the Consulting Parties), the Alternate Bid(s).

The Debtors’ presentation to the Bankruptcy Court of the Successful Bid(s) and Alternate Bid(s) will not constitute the Debtors’ acceptance of such bid(s), which acceptance will only occur upon approval of such bid(s) by the Bankruptcy Court. Following the Bankruptcy Court’s entry of the Sale Order, the Debtors and the Successful Bidder(s) shall proceed to consummate the transaction(s) contemplated by the Successful Bid(s). If the Debtors and the Successful Bidder(s) fail to consummate the proposed transaction(s), then the Debtors shall file a notice with the Bankruptcy Court advising of such failure. Upon the filing of such notice with the Bankruptcy Court, the Alternate Bid(s) will be deemed to be the Successful Bid(s) and the Debtors will be authorized, but not directed, to effectuate the transaction(s) with the Alternate Bidder(s) subject to the terms of the Alternate Bid(s) of such Alternate Bidder(s) without further order of the Bankruptcy Court. If the failure to consummate the transaction(s) contemplated by the Successful Bid(s) is the result of a breach by the Successful Bidder(s) (the “**Breaching Bidder(s)**”) of its (their) Asset Purchase Agreement(s), the Debtors reserve the right to seek all available remedies from such Breaching Bidder(s), subject to the terms of the applicable Asset Purchase Agreement.

9. RETURN OF GOOD FAITH DEPOSIT

The Good Faith Deposits of all Qualified Bidders will be held in escrow by the Deposit Agent and will not become property of the Debtors' bankruptcy estates unless released from escrow pursuant to terms of the applicable escrow agreement or pursuant to further order of the Bankruptcy Court. The Deposit Agent will retain the Good Faith Deposits of the Successful Bidder(s) and the Alternate Bidder(s) until the consummation of the transaction(s) contemplated by the Successful Bid(s) or the Alternate Bid(s), as applicable, in accordance with Section 7 above, except as otherwise ordered by the Bankruptcy Court. The Good Faith Deposits (and all interest accrued thereon) of the other Qualified Bidders will be returned within four business days after the entry of the Sale Order. At the closing of the transaction contemplated by the Successful Bid(s), the Successful Bidder(s) will receive a credit in the amount of its Good Faith Deposit (plus all interest accrued thereon). All remaining Good Faith Deposits (and all interest accrued thereon) held by the Deposit Agent will be released by the Deposit Agent four business days after the consummation of the transaction(s) contemplated by the Successful Bid(s); provided, however, that the Deposit Agent will retain the Good Faith Deposit of a Breaching Bidder pending a ruling by the Bankruptcy Court as to the amount of damages owed, if any, by such Breaching Bidder to the Debtors.

10. AS IS, WHERE IS

The sale of the Bid Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature or description by the Debtors, their agents, or their estates, except as provided in an Asset Purchase Agreement, as approved by the Bankruptcy Court.

11. FREE AND CLEAR OF ANY AND ALL INTERESTS

Except as otherwise provided in a Successful Bidder(s)'s Asset Purchase Agreement, all of the Debtors' right, title and interest in and to the Bid Assets subject thereto shall be sold free and clear of any pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon (collectively, the "**Interests**") to the maximum extent permitted by section 363 of the Bankruptcy Code, with such Interests to attach to the net proceeds of the sale of the Bid Assets with the same validity and priority as such Interests applied against the Bid Assets.

12. RESERVATION OF RIGHTS OF THE DEBTORS

Except as otherwise provided in these Bidding Procedures or the Bidding Procedures Order, the Debtors reserve the right in their discretion (in consultation with the Consulting Parties) to:

- determine which Interested Parties are Potential Bidders;
- determine which bidders are Qualified Bidders;
- determine which bids are Qualified Bids;
- determine which Qualified Bid is the Starting Bid;

- determine which Qualified Bid is the highest or otherwise best offer for the Bid Assets and which is the next highest or otherwise best offer;
- reject any bid that the Debtors deem to be (a) inadequate or insufficient, (b) not in conformity with the requirements of these Bidding Procedures or the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules, or (c) contrary to the best interests of the Debtors and their estates;
- impose additional terms and conditions with respect to all Potential Bidders;
- designate a Stalking Horse Bidder;
- cancel the Auction;
- extend the deadlines set forth herein; and
- modify these Bidding Procedures and implement additional procedural rules that the Debtors determine, in their discretion (in consultation with the Consulting Parties), will better promote the goals of the Bidding Process and discharge the Debtors' fiduciary duties.

Nothing in these Bidding Procedures shall require the Debtors' board of directors to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, to the extent that the Debtors' board of directors determines, or based on the advice of counsel, that taking such action, or refraining from taking such action, as applicable, is required to comply with applicable law or its fiduciary duties under applicable law.

13. RESERVATION OF RIGHTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The Texas Commission on Environmental Quality, as set forth in its Limited Objection⁴, reserves its rights as follows:

⁴ See *The Texas Commission on Environmental Quality's Limited Objection to the Debtors' Motion for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Debtors' Assets, (B) Authorizing the Selection of a Stalking Horse Bidder, (C) Approving Bid Protections, (D) Scheduling Auction for, and Hearing to Approve, Sale of Debtors' Assets, (E) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, (F) Approving Assumption and Assignment Procedures, and (G) Granting Related Relief And (II)(A) Approving Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [D.I. 249] (the "**Limited Objection**").

The Texas Commission on Environmental Quality will object to any sale of these Bid Assets if the proposed order(s) approving the sale(s) does not include language to the effect of the following:

“Nothing in this Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit (including, but not limited to, the Texas Commission on Environmental Quality) that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.”

14. RELEVANT DATES

June 12, 2019 at 11:30 a.m. (prevailing Eastern Time)	Hearing to consider approval of the Bidding Procedures and entry of the Bidding Procedures Order
June 14, 2019	Target date for the Debtors to file Potential Assumed Contracts Schedule
July 1, 2019 at 5:00 p.m. (prevailing Eastern Time)	Potential Bidder deadline
July 11, 2019 at 4:00 p.m. (prevailing Eastern Time)	Cure Objection Deadline
July 24, 2019 at 6:00 p.m. (prevailing Eastern Time)	Bid Deadline
August 30, 2019	Target date for the Debtors to notify Potential Bidders of their status as Qualified Bidders
September 3, 2019 at 10:00 a.m. (prevailing Eastern Time) or such later time as the Debtors shall notify all Participating Parties	Auction (if necessary) to be held at the offices of Davis Polk & Wardwell LLP (or such other place as the Debtors shall notify all Participating Parties).
September 5, 2019	Target date for the Debtors to file with the Bankruptcy Court the Notice of Auction Results
September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)	Deadline to object to the Sale Transaction to the Successful Bidder; and the Assumption and Assignment Objection Deadline
September 18, 2019 at 10:30 a.m. (prevailing Eastern Time)	Hearing to consider approval of the Sale Transaction(s) and entry of the Sale Order(s)

Exhibit 2

Form of Sale Notice

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
	)	(Jointly Administered)
Debtors. ¹)	
)	

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on April 1, 2019.

PLEASE TAKE FURTHER NOTICE that, on May 22, 2019 the Debtors filed a motion (the “**Bidding Procedures Motion**”) with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the proposed sale (the “**Sale Transaction**”) of all or substantially all of the Debtors’ assets (collectively, the “**Bid Assets**”), subject to an auction process (the “**Auction**”) that may include the selection of one or more stalking horse bidders (the “**Stalking Horse Bidder(s)**”), (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction.

PLEASE TAKE FURTHER NOTICE that, on [●], 2019 the Court entered an order (the “**Bidding Procedures Order**”)² approving, among other things, the Bidding Procedures,

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

which establish the key dates and times related to the Sale Transaction and the Auction. All parties interested in bidding should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.³

Contact Persons for Parties Interest in Submitting a Bid

The Bidding Procedures set forth the requirements for submitting a Qualified Bid, and any person interested in making an offer to purchase the Bid Assets must comply strictly with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

Any interested bidder should contact, as soon as practicable:

EVERCORE GROUP L.L.C.⁴
55 East 52nd Street
New York, NY 10055
Attn.: Robert A. Pacha, Stephen Hannan
Pacha@evercore.com
Hannan@evercore.com
(tel.) +1 (713) 403-2441
(tel.) +1 (212) 857-7423

Obtaining Additional Information

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <http://www.kccllc.net/southcrossenergy> or can be requested by email at SouthcrossInfo@kccllc.com.

Important Dates and Deadlines⁵

1. **Potential Bidder Deadline.** The deadline for interested parties to furnish information to Evercore to be considered a Potential Bidder in accordance with the Bidding Procedures is **July 1, 2019 at 5:00 p.m. (prevailing Eastern Time).**
2. **Bid Deadline.** The deadline to submit a Qualified Bid is **July 24, 2019 at 6:00 p.m. (prevailing Eastern Time).**

³ To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.

⁴ Evercore Group L.L.C., in its capacity as financial advisor the Debtors, is referred to herein as "Evercore."

⁵ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

3. **Auction.** In the event that the Debtors timely receive more than one Qualified Bid (whether or not there is a Stalking Horse Bid), and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Bid Assets. The Auction, if one is held, will be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 on **September 3, 2019 at 10:00 a.m. (prevailing Eastern Time)** or such later time on such day or such other place as the Debtors shall notify all Participating Parties.
4. **Auction and Sale Objections Deadline.** The deadline to file an objection with the Court to the Sale Order, the conduct of the Auction, or the Sale Transaction (including objections relating to the Stalking Horse Bidder(s), if any) (collectively, the “**Sale Objections**”) is **September 10, 2019 at 4:00 pm. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”).
5. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on, **September 18, 2019 at 10:30 a.m. (prevailing Eastern Time)** or such other date as determined by the Court, at 824 North Market Street, Wilmington, Delaware 19801.

Filing Objections

Sale Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (d) be filed with the Court no later than the Sale Objection Deadline, and (e) no later than the Sale Objection deadline, be served on (1) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney, Andrew R. Remming, Joseph C. Barsalona II, and Eric W. Moats; (2) counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross’s prepetition secured revolving credit facility, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201-2975, Attn: William Wallander, Bradley Foxman, and Matthew Pyeatt; (3) counsel to Wilmington Trust, N.A., the administrative agent under Southcross’s prepetition secured term loan facility and post-petition credit facility (A) Arnold & Porter Kaye Scholer LLP, 250 West 55th Street New York, New York 10019-9710, Attn: Alan Glantz and Arnold & Porter Kaye Scholer LLP 70 West Madison Street Suite 4200 Chicago, Illinois 60602-4231, Attn: Seth J. Kleinman and (B) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter; (4) counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (A) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019-6099, Attn: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott and (B) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn; (5) counsel to any official committee appointed in the Chapter 11 Cases; (6) counsel to Southcross Holdings LP, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik; and (7) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any party or entity who fails to timely make an objection to the Sale Transaction on or before the Sale Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any objection to the Sale Transaction, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.

NO SUCCESSOR LIABILITY

The Debtors provide midstream services to natural gas producers and customers, including natural gas gathering, processing, treatment, and compression and access to natural gas liquid (“NGL”) fractionation and transportation services and also purchase and sell natural gas and NGLs. For more information on the Debtors’ businesses or their products, refer to the Declaration of Michael B. Howe in Support of Debtors’ Chapter 11 Proceedings and First Day Pleadings [D.I. 2] (the “Howe Declaration”). The Sale Transaction will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale Transaction, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale Transaction. Accordingly, as a result of the Sale Transaction, the Successful Bidder (whether or not a Stalking Horse Bidder) will not be a successor to any of the Debtors by reason of any theory of law or equity, and will have no liability, except as expressly provided in a definitive agreement reached between the Debtors and Successful Bidder approved by the Court, for any liens, claims, encumbrances, and other interests against or in any of the Debtors under any theory of law, including successor liability theories.

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Dated: _____, 2019
Wilmington, Delaware

Respectfully submitted,
MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ DRAFT

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Joseph C. Barsalona II (No. 6102)
Eric W. Moats (No. 6441)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Tel.: (302) 658-9200
Fax: (302) 658-3989
rdehney@mnat.com
aremming@mnat.com
jbarsalona@mnat.com
emoats@mnat.com

-and-

DAVIS POLK & WARDWELL LLP

Marshall S. Huebner (admitted *pro hac vice*)
Darren S. Klein (admitted *pro hac vice*)
Steven Z. Szanzer (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Fax: (212) 701-5800
marshall.huebner@davispolk.com
darren.klein@davispolk.com
steven.szanzer@davispolk.com
benjamin.schak@davispolk.com

Counsel to the Debtors and Debtors in Possession

Exhibit 3

Form of Potential Assumption and Assignment Notice

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
Debtors. ¹	)	(Jointly Administered)
)	
)	

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on April 1, 2019 (the “**Petition Date**”).

PLEASE TAKE FURTHER NOTICE that, on May 22, 2019 the above-captioned debtors and debtor in possession (collectively, the “**Debtors**”) filed a motion (the “**Bidding Procedures Motion**”) with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the potential sale (the “**Sale Transaction**”) of all or substantially all of the Debtors’ assets (collectively, the “**Bid Assets**”), subject to an auction process (the “**Auction**”) that may include the selection of one or more stalking horse bidders (the “**Stalking Horse Bidder(s)**”), (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

PLEASE TAKE FURTHER NOTICE that, on [●], 2019 the Court entered an order (the “**Bidding Procedures Order**”)² approving, among other things, the Bidding Procedures,

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

PLEASE TAKE FURTHER NOTICE that, upon the closing of the Sale Transaction, the Debtors intend to assume and assign to the Successful Bidder(s) (whether or not a Stalking Horse Bidder) the Potential Assumed Contracts. A schedule listing the Potential Assumed Contracts (the “**Potential Assumed Contracts Schedule**”) is attached hereto and may also be accessed free of charge on the Debtors’ case information website, located at <http://www.kccllc.net/southcrossenergy> or can be requested by email at SouthcrossInfo@kccllc.com. In addition, the outstanding “**Cure Costs**” calculated as of the Petition Date, if any, necessary for the assumption and assignment of the Potential Assumed Contracts are set forth on the Potential Assumed Contracts Schedule. ***Each Cure Cost listed on the Potential Assumed Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Lease as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.***

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A POTENTIAL ASSUMED CONTRACT. Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of the Sale Transaction, a Successful Bidder may elect, in its sole and absolute discretion, (i) to exclude any contract or lease on the Potential Assumed Contracts Schedule as an Assumed Contract or Assumed Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (ii) to include on the Proposed Assumed Contracts Schedule any contract or lease listed on the Potential Assumed Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable, (b) if the Debtors or any Successful Bidder identify during the pendency of the Chapter 11 Cases (before or after the closing of the Sale Transaction) any contract or lease that is not listed on the Proposed Assumed Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assumed Contract or Assumed Lease, as applicable, and the Debtors shall seek to add such Assumed Contract or Assumed Lease to the Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule, as applicable, in accordance with Paragraph 31 of the Bidding Procedures Order, and (c) following the Auction, the Debtors may, in accordance with the applicable Asset Purchase Agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction, modify the previously-stated Cure Costs associated with any Proposed Assumed Contract. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Potential Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors’ or Successful Bidder’s right to**

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

remove an Assumed Contract or Assumed Lease from the Potential Assumed Contracts Schedule and Proposed Assumed Contracts Schedule.

Obtaining Additional Information

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <http://www.kccllc.net/southcrossenergy> or can be requested by email at SouthcrossInfo@kccllc.com.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assumed Contract or Assumed Lease (an “**Assumption and Assignment Objection**”) with respect to the ability of a Successful Bidder to provide adequate assurance of future performance, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, (d) by no later than **September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Assumption and Assignment Objection Deadline**”), (i) be filed with the Court and (ii) be served on (A) counsel to the Debtors, (1) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak and (2) Morris, Nichols, Arshat & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney, Andrew R. Remming, Joseph C. Barsalona II, and Eric W. Moats; (B) counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross's prepetition secured revolving credit facility, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201-2975, Attn: William Wallander, Bradley Foxman, and Matthew Pyeatt; (C) counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility (1) Arnold & Porter Kaye Scholer LLP, 250 West 55th Street New York, New York 10019-9710, Attn: Alan Glantz and Arnold & Porter Kaye Scholer LLP 70 West Madison Street Suite 4200 Chicago, Illinois 60602-4231, Attn: Seth J. Kleinman and (2) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter; (D) counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (1) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019-6099, Attn: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott and (2) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn; (E) counsel to any official committee appointed in the Chapter 11 Cases; (F) counsel to Southcross Holdings LP, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik; and (G) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (collectively, the “**Objection Notice Parties**”).

Pursuant to the Assumption and Assignment Procedures, an Assumption and Assignment Objection relating to proposed Cure Cost (a **“Cure Objection”**), must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, and (d) by no later than **July 11, 2019 at 4:00 p.m. (the “Cure Objection Deadline”)**, (1) be filed with the Court and (2) be served on the Objection Notice Parties.

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assumed Contract or Assumed Lease by a party whose contract or lease is listed on a Supplemental Assumption and Assignment Notice (a **“Supplemental Assumption and Assignment Objection”**) with respect to the ability of a Successful Bidder to provide adequate assurance of future performance or relating to the Cure Costs (to the extent modified from the previously-stated amount) must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) by no later than **14 days from the date of service of such Supplemental Assumption and Assignment Notice**, (1) be filed with the Court and (2) be served on the Objection Notice Parties.

Objections to the Sale Order, the conduct of the Auction or the Sale Transaction (collectively, the **“Sale Objections”**), must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (d) **September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)** by (the **“Sale Objection Deadline”**) be (1) filed with the Court and (2) served on the Objection Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to a contract or lease who fails to timely make an objection to the potential assumption and assignment of such contract or lease on or before the Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this Notice (or in the case of a Supplemental Assumption and Assignment Objection, by 14 days from the date of service of such Supplemental Assumption and Assignment Notice) shall be deemed to have consented to the assumption and assignment of such contract or lease, including the outstanding Cure Costs calculated as of the Petition Date (if any), set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice, and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder (whether or not a Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such contract or lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice or Supplemental Assumption and Assignment Notice shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.

Other Important Dates and Deadlines³

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections, Cure Objections, and Supplemental Assumption and Assignment Objections, note the following important dates and deadlines:

1. **Auction.** In the event that the Debtors timely receive more than one Qualified Bid (whether or not there is a Stalking Horse Bidder) and subject to the satisfaction of any further conditions set forth in the Bidding Procedures, the Debtors intend to conduct an Auction for the Bid Assets. The Auction, if one is held, will be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 on **September 3, 2019 at 10:00 a.m. (prevailing Eastern Time)** or such later time on such day or such other place as the Debtors shall notify all Participating Parties.
2. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on **September 18, 2019 at 10:30 a.m. (prevailing Eastern Time)** or such other date as determined by the Court at 824 North Market Street, Wilmington, Delaware 19801.

[Remainder of This Page Intentionally Left Blank]

³ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Dated: _____, 2019
Wilmington, Delaware

Respectfully submitted,
MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ DRAFT

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Joseph C. Barsalona II (No. 6102)
Eric W. Moats (No. 6441)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Tel.: (302) 658-9200
Fax: (302) 658-3989
rdehney@mnat.com
aremming@mnat.com
jbarsalona@mnat.com
emoats@mnat.com

-and-

DAVIS POLK & WARDWELL LLP
Marshall S. Huebner (admitted pro hac vice)
Darren S. Klein (admitted pro hac vice)
Steven Z. Szanzer (admitted pro hac vice)
Benjamin M. Schak (admitted pro hac vice)
450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Fax: (212) 701-5800
marshall.huebner@davispolk.com
darren.klein@davispolk.com
steven.szanzer@davispolk.com
benjamin.schak@davispolk.com

Counsel to the Debtors and Debtors in Possession

Exhibit 4

Form of Proposed Assumption and Assignment Notice

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
Debtors. ¹	)	(Jointly Administered)
)	
)	

**NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) on April 1, 2019 (the “**Petition Date**”).

PLEASE TAKE FURTHER NOTICE that, on May 22, 2019 the above-captioned debtors and debtor in possession (collectively, the “**Debtors**”) filed a motion (the “**Bidding Procedures Motion**”) with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the potential sale (the “**Sale Transaction**”) of all or substantially all of the Debtors’ assets (collectively, the “**Bid Assets**”), subject to an auction process (the “**Auction**”) that may include the selection of one or more stalking horse bidders (the “**Stalking Horse Bidder(s)**”), (b) the form and manner of notice related to the Sale Transaction, and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction (the “**Assumption and Assignment Procedures**”).

PLEASE TAKE FURTHER NOTICE that, on [●], 2019 the Court entered an order (the “**Bidding Procedures Order**”)² approving, among other things, the Bidding Procedures,

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

which establish the key dates and times related to the Sale Transaction, the Auction, and the Assumption and Assignment Procedures.

PLEASE TAKE FURTHER NOTICE that, on **September 3, 2019 at 10:00 a.m. (prevailing Eastern Time)** the Debtors held an Auction at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017.

PLEASE TAKE FURTHER NOTICE that, upon the closing of the Sale Transaction, the Debtors intend to assume and assign to the Successful Bidder(s) (whether or not a Stalking Horse Bidder) the Proposed Assumed Contracts. A schedule listing the Proposed Assumed Contracts (the “**Proposed Assumed Contracts Schedule**”) is attached hereto and may also be accessed free of charge on the Debtors’ case information website, located at <http://www.kccllc.net/southcrossenergy> or can be requested by e-mail at SouthcrossInfo@kccllc.com. In addition, the outstanding “**Cure Costs**” calculated as of the Petition Date, if any, necessary for the assumption and assignment of the Proposed Assumed Contracts are set forth on the Proposed Assumed Contracts Schedule. *Each Cure Cost listed on the Proposed Assumed Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Lease as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A PROPOSED ASSUMED CONTRACT. Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of the Sale Transaction, a Successful Bidder may elect, in its sole and absolute discretion, (i) to exclude any contract or lease on the Proposed Assumed Contracts Schedule as an Assumed Contract or Assumed Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (ii) to include on the Proposed Assumed Contracts Schedule any contract or lease listed on the Potential Assumed Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable (b) if the Debtors or any Successful Bidder identify during the pendency of the Chapter 11 Cases (before or after the closing of the Sale Transaction) any contract or lease that is not listed on the Proposed Assumed Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assumed Contract or Assumed Lease, as applicable, and the Debtors shall seek to add such Assumed Contract or Assumed Lease to the Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule, as applicable, in accordance with Paragraph 31 of the Bidding Procedures Order, and (c) following the Auction, the Debtors may, in accordance with the applicable Asset Purchase Agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction, modify the previously-stated Cure Costs associated with any Proposed Assumed Contract. The Assumption and Assignment Procedures further provide that any

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assumption and Assignment Objection. **The assumption and assignment of the Contracts and Leases on the Proposed Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors' or Successful Bidder's right to remove an Assumed Contract or Assumed Lease from the Proposed Assumed Contracts Schedule.**

Obtaining Additional Information

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <http://www.kccllc.net/southcrossenergy> or can be requested by e-mail at SouthcrossInfo@kccllc.com.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the proposed assumption and assignment of an Assumed Contract or Assumed Lease (an “**Assumption and Assignment Objection**”) with respect to the ability of a Successful Bidder to provide adequate assurance of future performance, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease, (d) by no later than **September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Assumption and Assignment Objection Deadline**”), (i) be filed with the Court and (ii) be served on (A) counsel to the Debtors, (1) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Steven Z. Szanzer, and Benjamin M. Schak and (2) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney, Andrew R. Remming, Joseph C. Barsalona II, and Eric W. Moats; (B) counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross's prepetition secured revolving credit facility, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201-2975, Attn: William Wallander, Bradley Foxman, and Matthew Pyeatt; (C) counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility (1) Arnold & Porter Kaye Scholer LLP, 250 West 55th Street New York, New York 10019-9710, Attn: Alan Glantz and Arnold & Porter Kaye Scholer LLP 70 West Madison Street Suite 4200 Chicago, Illinois 60602-4231, Attn: Seth J. Kleinman and (2) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter; (D) counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (1) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019-6099, Attn: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott and (2) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn; (E) counsel to any official committee appointed in the Chapter 11 Cases; (F) counsel to Southcross Holdings LP, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik; and (G) the Office of the United States Trustee for the District of Delaware, 844 King Street,

Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (collectively, the “**Objection Notice Parties**”).

Sale Objections (as defined below), if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, (d) by **September 10, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Sale Objection Deadline**”) (1) be filed with the Court and (2) be served on the Objection Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to an Assumed Contract or Assumed Lease who fails to timely make an objection to the proposed assumption and assignment of such contract or lease on or before the Assumption and Assignment Objection Deadline in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order and this Notice shall be deemed to have consented with respect to the ability of a Successful Bidder to provide adequate assurance of future performance (and the Debtors’ proposed Cure Costs, to the extent modified from the previously-stated amount) and shall be forever barred from asserting any objection or claims against the Debtors, the Successful Bidder (whether or not a Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such contract or lease, (including asserting additional Cure Costs with respect to such contract or lease). Notwithstanding anything to the contrary in such contract or lease, or any other document, the Cure Costs set forth in the Potential Assumption and Assignment Notice, Proposed Assumption and Assignment Notice, or Supplemental Assumption and Assignment Notice (as applicable), shall be controlling and will be the only amount necessary to cure outstanding defaults under the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.

Other Important Dates and Deadlines³

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections, note the following important dates and deadlines:

1. **Auction and Sale Objections Deadline.** The deadline to file an objection with the Court to the Sale Order, the conduct of the Auction or the Sale Transaction (including objections relating to the Stalking Horse Bidder(s), if any, or the Proposed Assumed Contacts Schedule) (collectively, the “**Sale Objections**”) is the **Sale Objection Deadline**.
2. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction will be held before the Court on, **September 18, 2019 at 10:30 a.m. (prevailing Eastern Time)** or such other date as determined by the Court at 824 North Market Street, Wilmington, Delaware 19801.

³ The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

Dated: _____, 2019
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS, ARSHT & TUNNELL
LLP

/s/ Draft

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
Joseph C. Barsalona II (No. 6102)
Eric W. Moats (No. 6441)
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Tel.: (302) 658-9200
Fax: (302) 658-3989
rdehney@mnat.com
aremming@mnat.com
jbarsalona@mnat.com
emoats@mnat.com

-and-

DAVIS POLK & WARDWELL LLP
Marshall S. Huebner (admitted pro hac vice)
Darren S. Klein (admitted pro hac vice)
Steven Z. Szanzer (admitted pro hac vice)
Benjamin M. Schak (admitted pro hac vice)
450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Fax: (212) 701-5800
marshall.huebner@davispolk.com
darren.klein@davispolk.com
steven.szanzer@davispolk.com
benjamin.schak@davispolk.com

*Counsel to the Debtors and Debtors in
Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P.,	)	Case No. 19-10702 (MFW)
<i>et al.</i> ,)	
	)	Jointly Administered
Debtors. ¹	)	Re: D.I. 439

**ORDER (I) DESIGNATING STALKING HORSE BIDDER IN CONNECTION WITH
THE MISSISSIPPI AND ALABAMA ASSETS, (II) APPROVING EXPENSE
REIMBURSEMENT, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of Southcross Energy Partners, L.P.

(“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession in the Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 105(a), 363, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9014, and Local Rule 6004-1, (i) designating Stalking Horse Bidder in connection with the Mississippi and Alabama assets, (ii) approving Expense Reimbursement, and (iii) granting related relief, as more fully described

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Hannan Declaration; and the Court having the opportunity to hold a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief granted herein being in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and upon all of the proceedings before the Court; and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. All objections to the Motion or the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. The Debtors are authorized to enter into the Stalking Horse Agreement, in the form attached to the Motion and as may be modified or amended from time to time so long as the Purchase Price and Expense Reimbursement are unaffected, with the Stalking Horse Bidder,

subject to the terms and conditions set forth therein, in the Bidding Procedures Order, and this Order.

4. The Debtors are authorized to pay the Expense Reimbursement as provided in the Stalking Horse Agreement, subject to the terms and conditions set forth therein, in the Bidding Procedures Order, this Order, and the Sale Order.

5. Until paid, any Expense Reimbursement approved pursuant to this Order shall constitute an allowed administrative expense claim arising in the Chapter 11 Cases under sections 503(b) and 507(a)(2) of the Bankruptcy Code; *provided, however*, to the extent that the Expense Reimbursement becomes payable to the Buyer pursuant to the Stalking Horse Agreement and there is a consummated Superior Proposal, the Expense Reimbursement shall be payable from the first proceeds received by the Debtors from any such Superior Proposal upon consummation of such Superior Proposal, in priority to any other payments from the proceeds of the Superior Proposal.

6. In accordance with the Bidding Procedures Order, upon entry of this Order, each bid for the MS/AL Assets will only constitute a Qualified Bid if the consideration provided is equal to at least the following: (a) the consideration set forth in the Stalking Horse Agreement; *plus* (b) the Expense Reimbursement; *plus* (c) a Minimum Overbid of \$250,000.

7. The Stalking Horse Bidder shall constitute a Qualified Bidder, with respect to the MS/AL Assets, for all purposes and in all respects with regard to the Auction, the Bidding Procedures Order, and the overall bidding process.

8. Entry of this Order shall not prejudice the relief set forth in the Bidding Procedures Order, unless explicitly stated herein.

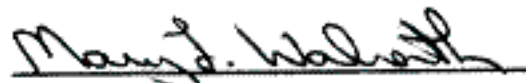
9. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

10. Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

11. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: August 30th, 2019
Wilmington, Delaware

4


MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	
SOUTHCROSS ENERGY PARTNERS, L.P., <i>et</i>	)	Chapter 11
<i>al.</i>,	)	Case No. 19-10702 (MFW)
)	
Debtors. ¹	)	Jointly Administered
)	

ORDER (A) APPROVING SALE OF DEBTORS’ MISSISSIPPI AND ALABAMA ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (B) AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and certain of Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective Employer Identification Numbers, are as follows: Southcross Energy Partners, L.P. (5230); Southcross Energy Partners GP, LLC (5141); Southcross Energy Finance Corp. (2225); Southcross Energy Operating, LLC (9605); Southcross Energy GP LLC (4246); Southcross Energy LP LLC (4304); Southcross Gathering Ltd. (7233); Southcross CCNG Gathering Ltd. (9553); Southcross CCNG Transmission Ltd. (4531); Southcross Marketing Company Ltd. (3313); Southcross NGL Pipeline Ltd. (3214); Southcross Midstream Services, L.P. (5932); Southcross Mississippi Industrial Gas Sales, L.P. (7519); Southcross Mississippi Pipeline, L.P. (7499); Southcross Gulf Coast Transmission Ltd. (0546); Southcross Mississippi Gathering, L.P. (2994); Southcross Delta Pipeline LLC (6804); Southcross Alabama Pipeline LLC (7180); Southcross Nueces Pipelines LLC (7034); Southcross Processing LLC (0672); FL Rich Gas Services GP, LLC (5172); FL Rich Gas Services, LP (0219); FL Rich Gas Utility GP, LLC (3280); FL Rich Gas Utility, LP (3644); Southcross Transmission, LP (6432); T2 EF Cogeneration Holdings LLC (0613); and T2 EF Cogeneration LLC (4976). The debtors’ mailing address is 1717 Main Street, Suite 5300, Dallas, TX 75201.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in that certain Asset Purchase Agreement, dated September 10, 2019, between the Debtors and Magnolia Infrastructure Holdings, LLC (the “Buyer”) (the “**Purchase Agreement**”), a copy of which is attached hereto as Exhibit A, the Motion, or the Bidding Procedures Order (as defined herein), as applicable; *provided*, that in the event of any conflict between defined terms in the Purchase Agreement, on the one hand, and the Motion or Bidding Procedures Order, on the other hand, the Purchase Agreement shall control; *provided further*, that in the event of any conflict between defined terms in any of the foregoing and this Order, this Order shall control.

possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), for, *inter alia*, entry of an order, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Rules 2002-1, 6004-1, and 9006-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) (a) approving the sale of certain Mississippi and Alabama MS/AL assets (the “**MS/AL Assets**”) described more particularly in the Purchase Agreement free and clear of liens, claims, interests, and encumbrances (other than Permitted Encumbrances and Assumed Liabilities), (b) authorizing the assumption and assignment to the Buyer of the Proposed Assumed Contracts, and (c) granting related relief, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion, the Hannan Declaration, and the [●] Declaration; and the Court having held a hearing to consider the Motion on [●], 2019 (the “**Hearing**”), at which time all interested parties were offered an opportunity to be heard regarding the Motion, the Purchase Agreement and the Sale Transaction

contemplated by the Purchase Agreement; and the Court having found that the relief requested in the Motion being in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; [and the Court having reviewed and considered the objections to the Motion (collectively, the “**Objections**”);] and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

Background

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. On April 1, 2019 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (this “**Court**”) commencing the Chapter 11 Cases.

C. The Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* [D.I. 48] entered by the Court on April 2, 2019, in each of the Chapter 11 Cases.

D. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

E. As of the date hereof, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) has not appointed an official committee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

F. As part of the Debtors’ efforts to realize the highest and best value for their businesses, on June 13, 2019, the Debtors obtained an order of the Court [D.I. 324] (the “**Bidding Procedures Order**”) that established bidding procedures for a sale or other transaction involving the Debtors’ businesses and scheduled various dates relating to the Auction. Specifically, the Bidding Procedures Order set July 1, 2019 as the deadline for interested parties to furnish information to be considered a Potential Bidder (as defined in the Bidding Procedures Order), July 24, 2019 as the deadline for the submission of initial bids by interested bidders (the “**Bid Deadline**”), September 3, 2019 as the date for the Auction (if any), and September 18, 2019 as the date on which the Court would hold the Hearing to approve the successful bidder selected at the Auction (the “**Successful Bidder**”).

Compliance with Bidding Procedures and Bidding Procedures Order

G. As demonstrated by the Hannan Declaration and the [●] Declaration, the evidence proffered or adduced at the Hearing, and the arguments of counsel made on the record at the Hearing, the Debtors’ marketing and sales process with respect to the MS/AL Assets afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the MS/AL Assets. The Debtors and their professionals conducted a marketing and sale process with respect to the MS/AL Assets in a fair, good faith, and non-collusive manner in accordance with, and have otherwise complied in all respects with, the Bidding Procedures and the Bidding Procedures Order.

H. As demonstrated by the Hannan Declaration and the [●] Declaration, the evidence proffered or adduced at the Hearing, and the arguments of counsel made on the record at the Hearing, the Successful Bid, which is memorialized in the Purchase Agreement, constitutes the highest or otherwise best offer for the MS/AL Assets, and the Debtors' determination that the Purchase Agreement maximizes value for the benefit of the Debtors' estates and constitutes the highest or otherwise best offer for the MS/AL Assets constitutes a valid and sound exercise of the Debtors' business judgment (exercised in consultation with the DIP Secured Parties, each of the Prepetition Agents, and Southcross Holdings LP (together with its non-debtor subsidiaries, "**Holdings**," and together with the DIP Secured Parties and each of the Prepetition Agents, the "**Consulting Parties**"), and is in accordance and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement provides fair and reasonable terms for the purchase of the MS/AL Assets, and reasonable notice and opportunity has been given to any interested party to make a higher or otherwise better offer for the MS/AL Assets. Approval of the Motion and the Purchase Agreement, and the prompt consummation of the Sale Transaction contemplated thereby, will maximize the value of each of the Debtors' estates and is in the best interests of the Debtors, their chapter 11 estates, their creditors, and other parties in interest.

The Stalking Horse Bidder

I. Pursuant to the Bidding Procedures Order, the Debtors were authorized (but not obligated) to exercise their business judgment (in consultation with the Consulting Parties) to select a Stalking Horse Bidder, subject to entry of a Stalking Horse Order (as defined below). The Buyer was one of the parties to be designated a Potential Bidder under the Bidding Procedures. After extensive, arm's length, good faith

negotiations among the Debtors, the Buyer, and their respective advisors, on September 10, 2019, the Debtors and the Buyer finalized the Purchase Agreement wherein the Debtors and the Buyer agreed that the Buyer would serve as the Stalking Horse Bidder for the MS/AL Assets, and the Sale Transaction contemplated by the Purchase Agreement would serve as the Stalking Horse Bid, subject to entry of a Stalking Horse Order (as defined below).

J. On August 23, 2019, the Debtors filed a motion with the Court [D.I. 439] (the “**Stalking Horse Motion**”), with five calendar days’ notice of the objection deadline (the “**Stalking Horse Objection Deadline**”) to the U.S. Trustee, the DIP Secured Parties, each of the Prepetition Agents, Holdings, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases, seeking entry of an order (the “**Stalking Horse Order**”) granting final approval of Bid Protections (as such term is defined in the Stalking Horse Order) to the Buyer in its capacity as the Stalking Horse Bidder and the Debtors’ entry into the Purchase Agreement with the Buyer.

K. The Debtors did not receive any objections to the Stalking Horse Motion by the Stalking Horse Objection Deadline and submitted the Stalking Horse Order to the Court under certification of counsel.

L. On August 30, 2019, the Court entered the Stalking Horse Order [D.I. 454] approving, among other things, the Debtors (i) entry into the Purchase Agreement with the Buyer, (ii) designating the Buyer as the Stalking Horse Bidder for the MS/AL Assets, and (iii) providing the Bid Protections to the Buyer.

The Auction

M. On [●], 2019, the Auction was conducted. At the conclusion of the Auction, the Debtors (in consultation with the Consulting Parties) selected the Buyer as the Successful Bidder.

N. The solicitation of bids [and the Auction] [was] [were] conducted fairly and in good faith, without collusion, and in accordance with the Bidding Procedures Order. The Debtors have determined that the Buyer is the Successful Bidder for the MS/AL Assets in accordance with the Bidding Procedures Order. The Debtors' determination (in consultation with the Consulting Parties) that the offer reflected in the Purchase Agreement constitutes the highest or otherwise best offer for the MS/AL Assets is a valid and sound exercise of the Debtors' business judgment (exercised in consultation with the Consulting Parties). The Buyer has complied in all respects with the Bidding Procedures Order and all other applicable orders of the Court in negotiating and entering into the Purchase Agreement.

O. After completion of the Auction and the Debtors' selection of the Buyer as the Successful Bidder, the Debtors and the Buyer negotiated and finalized in good faith and at arm's length the Purchase Agreement and all related documents necessary to consummate the Sale Transaction.

Sale Hearing

P. The Court conducted the Hearing on [●], 2019 at which time the Court considered (i) the Motion, the evidence and testimony presented, and the statements and argument of counsel in support of granting the relief requested in the Motion and (ii) approval of the Purchase Agreement and the Sale Transaction contemplated by the Purchase Agreement.

Q. Any objections to the Motion or the relief requested therein that have not been adjourned, withdrawn, or resolved are overruled in all respects on the merits.

Sound Business Purpose

R. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for consummation of the Sale Transaction contemplated by the Purchase Agreement in accordance with the requirements of section 363(b) of the Bankruptcy Code. The value of the Debtors' estates will be maximized through a sale of the MS/AL Assets on a going concern basis.

S. A sale pursuant to sections 105(a) and 363(b) of the Bankruptcy Code also may prevent the continued accrual of post-petition administrative expense obligations under various unexpired leases and executory contracts that are not proposed to be acquired by the Buyer under the Purchase Agreement.

T. Approval of the Purchase Agreement pursuant to sections 105(a) and 363 of the Bankruptcy Code is necessary to maximize the value of the Debtors' estates. The Debtors have determined, in their reasonable business judgment (in consultation with the Consulting Parties), that the MS/AL Assets will have the greatest value if promptly sold. In substantial part, this is because the Sale Transaction contemplated by the Purchase Agreement sells the MS/AL Assets as part of a going concern business and, in so doing, allows the Debtor to realize the continuity and remaining goodwill value associated with the MS/AL Assets.

U. As a result, a sale of the MS/AL Assets, pursuant to sections 105(a) and 363 of the Bankruptcy Code, on the terms and conditions set forth in the Purchase Agreement, is the best alternative available to the Debtors for maximizing the value of the Debtors' estates.

V. Neither the Purchase Agreement nor the Sale Transaction contemplated thereunder constitute a *sub rosa* chapter 11 plan. The Purchase Agreement does not specify the terms of, or any distributions under, any subsequent chapter 11 plan by the Debtors (other than provisions that are consistent with the sale of MS/AL Assets under the Purchase Agreement and the relief granted hereunder).

Fair Purchase Price

W. The total consideration to be provided by the Buyer under the Purchase Agreement is the highest or otherwise best offer received by the Debtors and constitutes (i) fair value, (ii) fair, full, and adequate consideration, (iii) reasonably equivalent value, and (iv) reasonable market value for the MS/AL Assets for purposes of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transaction Act, and any other applicable laws of the United States, any state, territory, or possession thereof or the District of Columbia.

X. The terms of the Purchase Agreement and the Sale Transaction contemplated therein are fair and reasonable under the circumstances of the Debtors' businesses and the Chapter 11 Cases.

Notice of the Motion

Y. As evidenced by the affidavits of service and publication previously filed with this Court [D.I. [●], [●], [●]], and based upon representations of counsel at the Hearing, the notice of the Motion, the Bidding Procedures Order, the Auction, the Hearing, the Purchase Agreement, this Order, and the Sale Transaction (the “**Notice**”) was adequate and sufficient under the circumstances and provided sufficient notice of each of such matters and events. The Notice was provided in accordance with sections 102(1) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 9007, 9008, and 9014,

and Local Rules 2002-1 and 6004-1. The Debtors have complied with all obligations to provide notice of the Motion, the Bidding Procedures Order, the Auction, the Hearing, the Purchase Agreement, this Order, and the Sale Transaction as required by the Bidding Procedures Order. The aforementioned notices are good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bidding Procedures Order, the Auction, the Hearing, the Purchase Agreement, this Order, or the Sale Transaction is or shall be required.

Good Faith of the Buyer

Z. The Buyer is purchasing the MS/AL Assets and has entered into the Purchase Agreement at arm's length and in good faith. Accordingly, the Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code, and the Buyer is, therefore, entitled to the protections of such provision. The good faith of the Buyer is evidenced by, among other things, the following facts:

- i. The sale process conducted by the Debtors, including, without limitation, conducting the Auction pursuant to the Bidding Procedures set forth in the Bidding Procedures Order, was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties. The Debtors offered other parties the opportunity to top the initial bid submitted by the Buyer and at the Auction offered all parties that submitted Qualified Bids an opportunity to match or top the Stalking Horse Bid, and all other bidders or potential bidders declined to do so. The Debtors evaluated each Qualified Bid prior to selecting the Buyer as the Successful Bidder;

- ii. All payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Purchase Agreement have been disclosed.
- iii. The Buyer has not violated the provisions of section 363(n) of the Bankruptcy Code by any action or inaction.
- iv. The Buyer is a third party purchaser and is unrelated to any of the Debtors. Neither the Buyer, nor any of its Affiliates, subsidiaries, officers, directors, members, partners, principals, or any of their respective representatives, successors, or assigns is an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.
- v. The Debtors and the Buyer have engaged in substantial arm’s length negotiations, in good faith. The Purchase Agreement is the product of this bargaining among the parties.

AA. The sale of the MS/AL Assets pursuant to the Purchase Agreement, all covenants in and conditions thereto, and all relief requested in the Motion are an integrated transaction, meaning that each component is an essential part of every other component and that the entire transaction can be consummated only if all of its components are consummated. Accordingly, the entire transaction is subject to, and is protected by, the provisions of section 363(m) of the Bankruptcy Code.

Sale Free and Clear

BB. After the Closing, no entity shall have any Encumbrance (as defined in the Purchase Agreement) or claim in or against the MS/AL Assets other than the Assumed Liabilities and the Permitted Encumbrances (as defined in the Purchase Agreement).

CC. All other liens and claims that existed against the MS/AL Assets prior to the Closing, including, without limitation, the DIP Liens, the Permitted Senior Liens, Prepetition Liens, Adequate Protection Liens (each as defined in the DIP Order³), and the liens held by local tax authorities (the “**Local Tax Authorities**”) shall attach to the sale proceeds the Debtors receive under the Sale Transaction (subject to the terms and conditions set forth in the DIP Order, Bidding Procedures Order, and this Order, including without limitation, the Carve-Out and Wind-Down Budget). Those liens and claims will attach to the proceeds of the Sale Transaction in the same order of relative priority and with the same validity, force, and effect that the holder of such lien or claim had against the MS/AL Assets prior to Closing (including, for the avoidance of doubt, as set forth in the DIP Order), and will be subject to any claims and defenses the Debtors may possess with respect thereto. The interests of the holders of such liens or claims (including, for the avoidance of doubt, the right of the DIP Lenders to be repaid in full in cash within 30 days of the entry of this Order) are being adequately protected pursuant to the provisions of this Order.

DD. Pursuant to section 363(f) of the Bankruptcy Code, a debtor in possession is authorized to sell property of its estate free and clear of any liens, claims, interests, and encumbrances if any of the following requirements is satisfied: (i) applicable non-bankruptcy law permits the sale of such property free and clear of such interest (section 363(f)(1) of the Bankruptcy Code); (ii) the entity holding the alleged lien, claim, interest, or encumbrance consents (section 363(f)(2) of the Bankruptcy Code); (iii) such interest is

³ See *Final Order, Pursuant to 11 U.S.C. Sections 105, 361, 362, 363, 364, 503, 506, and 507, (I) Authorizing the Debtors to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Authorizing the Use of Cash Collateral, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [D.I. 200] (the “**DIP Order**”).

a lien, and the price at which such property is to be sold is greater than the aggregate value of all liens on such property (section 363(f)(3) of the Bankruptcy Code); (iv) such lien, claim, interest, or encumbrance is subject to a *bona fide* dispute (section 363(f)(4) of the Bankruptcy Code); or (v) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such lien, claim, interest, or encumbrance (section 363(f)(5) of the Bankruptcy Code).

EE. For the following reasons, the provisions of section 363(f) of the Bankruptcy Code have been satisfied:

- i. All alleged holders of liens or claims who did not object or withdrew their objections to the Sale Transaction contemplated by the Purchase Agreement are deemed to have consented. Alleged holders of liens or claims who did object either had their objections overruled or resolved or otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code, including those referenced below.
- ii. The Debtors are not aware of any remaining interests in the MS/AL Assets, and, if any such interests exist, they are in *bona fide* dispute as to the extent, validity, perfection, and viability of those interests (*see* Bankruptcy Code section 363(f)(4)).
- iii. Other parties (if any) could be compelled to accept a money satisfaction of their liens, claims, interests, or encumbrances (*see* Bankruptcy Code section 363(f)(5)).

FF. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, to the fullest extent permitted under applicable law, the MS/AL Assets will be transferred to the Buyer free and clear of all (i) claims (as defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests of any kind or nature (including, without limitation, any restriction of use, transfer, receipt of income or other exercise of attributes of ownership, and interests purporting to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, or termination of, any applicable MS/AL Assets or the Debtors' or Buyer's interests therein), profit sharing interests, rights of first refusal, consent rights or requirements, preferential purchase rights, preemptive rights, purchase or repurchase rights or options, or any similar rights (collectively, as defined in this clause (i), "**Claims**"); and (ii) Encumbrances, other than the Permitted Encumbrances and the Assumed Liabilities, with all other applicable liens and claims to attach to the proceeds of the sale of the MS/AL Assets in the order of their priority, with the validity, force, and effect that they now have as against the MS/AL Assets (for the avoidance of doubt, subject to the Carve-Out and Wind-Down Budget), subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to such liens and claims and with the net proceeds from the sale of the MS/AL Assets to be available for the benefit of the Debtors' estates.

GG. Accordingly, the Debtors have satisfied the standard set forth in section 363(f) of the Bankruptcy Code for selling the MS/AL Assets free and clear of all Claims and Encumbrances (other than the Permitted Encumbrances and the Assumed Liabilities).

HH. For the avoidance of doubt, parties that hold Claims or Encumbrances (other than Permitted Encumbrances), including any parties that own oil, gas or other hydrocarbons or interests in a real property or other surface right providing for consent rights, rights of first refusal or similar preferential purchase rights with respect to the MS/AL Assets, are, with respect to the Sale Transaction, deemed to have consented to the Sale Transaction and/or waived such Claims and/or Encumbrances (other than Permitted Encumbrances), as applicable, and their ability (if any) to exercise any preferential purchase right or consent right with respect to the Sale Transaction.

Sale Free and Clear Required by the Buyer

II. In connection with the Purchase Agreement, the Buyer expressly negotiated for the protection of obtaining the MS/AL Assets free and clear of all Claims and Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities). The Buyer would have paid substantially less consideration for the MS/AL Assets or not purchased the MS/AL Assets if the Buyer were not buying the MS/AL Assets free and clear of any Claims and Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities).

No Successor Liability

JJ. Neither the Buyer nor its affiliates, officers, directors, members, partners, and principals or any of their respective representatives, successors, or assigns shall be deemed, as a result of the consummation of the Sale Transaction contemplated by the Purchase Agreement or otherwise, to (i) be a legal successor, or otherwise be deemed a successor, to the Debtors or the Debtors' estates, (ii) have, de facto or otherwise, merged or consolidated with or into any of the Debtors or any of the Debtors' estates, (iii) be an alter ego, a continuation, or substantial continuation of any of the Debtors or any

enterprise of any of the Debtors, or (iv) be liable for any claim based on successor liability, transferee liability, derivative liability, vicarious liability, or any similar theories under applicable state or federal law, or otherwise. Except as expressly set forth in the Purchase Agreement with respect to the Assumed Liabilities and Permitted Encumbrances, the Buyer shall have no liability or obligation of any of the Debtors and/or their respective estates and the Buyer is not expressly or impliedly agreeing under the terms and conditions of the Purchase Agreement to assume any of the Indebtedness (as defined in the Purchase Agreement) of the Debtors. Any so-called “bulk sales,” “bulk transfer,” or other similar laws are not applicable, and compliance with such any such laws in all necessary jurisdictions is not required, including those relating to taxes.

KK. The Buyer and the Debtors are not entering into the Purchase Agreement fraudulently or in order to escape liability for the Debtors’ obligations.

Assumption and Assignment of the Assigned Contracts

LL. Section 365(a) of the Bankruptcy Code provides that “the [debtor in possession], subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” As set forth in the Motion, the Hannan Declaration, and the [●] Declaration, and as more fully demonstrated at the Hearing, it is in the best interests of the Debtors and their respective estates to assume and assign the Assigned Contracts (as defined in the Purchase Agreement) to the Buyer on the effective date of the assumption and assignment of such Assigned Contracts (“**Assumption and Assignment Effective Date**”) in accordance with the terms and conditions of the Purchase Agreement, the Bidding Procedures Order, and this Order. The Debtors’ assumption and assignment of the Assigned Contracts to the Buyer meets the business judgment standard and satisfies the requirements of section 365 of the Bankruptcy Code.

The Sale Transaction contemplated by the Purchase Agreement provides significant benefits to the Debtors' estates. The Debtors cannot obtain these benefits without the assumption and assignment of the Assigned Contracts, which are a material part of the MS/AL Assets and the Sale Transaction contemplated by the Purchase Agreement. Accordingly, the assumption and assignment of the Assigned Contracts constitutes an exercise of the Debtors' sound business judgment.

MM. The Buyer has (i) cured, or has provided adequate assurance of cure, upon or following Closing, of any default existing prior to the date of Closing under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, by payment of the amounts set forth on Exhibit B hereto (except with respect to amounts related to agreements subject to an objection that has been adjourned), and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from a default prior to the date of Closing under any of the Assigned Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Buyer has provided, or will provide, adequate assurance of future performance of and under the 365 Contracts (as defined in the Purchase Agreement), all of which are listed on Exhibit B hereto, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code.

NN. Pursuant to section 365(f) of the Bankruptcy Code, notwithstanding a provision in an executory contract or unexpired lease, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, a debtor in possession may assign such contract or lease if such contract or lease is assumed by the debtor in possession in accordance with section 365 of the Bankruptcy Code, and the proposed

assignee provides “adequate assurance of future performance” of the obligations arising under such contract or lease from and after the date of the assignment. The Debtors have satisfied the requirements necessary to assume the Assigned Contracts. In addition, the Buyer, as assignee, has demonstrated that it has the resources to perform the obligations under such Assigned Contracts. Accordingly, the requirements for assignment of such contracts and leases to the Buyer under section 365(f) of the Bankruptcy Code have been satisfied. To the extent that any party’s consent to assumption or assignment of any Assigned Contract is required by the Bankruptcy Code and applicable non-bankruptcy law, such party is deemed to have consented by not timely objecting to the Motion.

OO. In accordance with the Bidding Procedures Order, and as evidenced by the Notice, due and proper notice of the proposed assumption and assignment of the Assigned Contracts to the Buyer was provided to the non-Debtor counterparties listed on the Proposed Assumed Contracts Schedule.

No Fraudulent Intent

PP. The Purchase Agreement was not entered into, and the Sale Transaction contemplated by the Purchase Agreement will not be consummated, for the purpose of hindering, delaying, or defrauding the Debtors’ present or future creditors for purposes of the Bankruptcy Code, any other applicable laws of the United States, and any applicable laws of any state, territory, or possession thereof, or the District of Columbia. Neither the Debtors nor the Buyer is entering into the Purchase Agreement or consummating the Sale Transaction contemplated by the Purchase Agreement with any fraudulent or otherwise improper purpose.

MS/AL Assets

QQ. The MS/AL Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors have all title, interest, and/or rights in the MS/AL Assets required to transfer and to convey the MS/AL Assets to the Buyer, as required by the Purchase Agreement.

Corporate or Limited Liability Company Authority

RR. The Debtors have (i) full power and authority to perform all of their obligations under the Purchase Agreement and the Debtors' prior execution and delivery of, and performance of obligations under, the Purchase Agreement is hereby ratified, (ii) all of the power and authority necessary to consummate the Sale Transaction contemplated by the Purchase Agreement, and (iii) taken all actions necessary to authorize, approve, execute, and deliver the Purchase Agreement and to consummate the Sale Transaction contemplated by the Purchase Agreement.

Prompt Consummation

SS. To maximize the value of the MS/AL Assets, it is essential that the Sale Transaction occur within the timeframe set forth in the Purchase Agreement. Time is of the essence in consummating the Sale Transaction contemplated by the Purchase Agreement. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction and the assumption and assignment of the Assigned Contracts prior to, and outside of, a chapter 11 plan. Accordingly, notwithstanding the provisions of Bankruptcy Rules 6004 and 6006, this Order shall not

be stayed for 14 days after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in such rules is hereby expressly waived and shall not apply.

Statutory Predicates

TT. The statutory authorization for the relief granted herein is found in sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and Local Bankruptcy Rules 2002-1, 6004-1, and 6006-1.

Section 363 Sale

UU. The proposed sale of the MS/AL Assets to the Buyer pursuant to the Purchase Agreement constitutes a sale of property of the Debtors' respective estates outside the ordinary course of business within the meaning of section 363(b) of the Bankruptcy Code.

VV. For good and valid reasons, the Court may authorize and approve a sale of MS/AL Assets of a chapter 11 debtor pursuant to section 363(b) of the Bankruptcy Code without the necessity of following the procedures and making the findings required for the confirmation of a chapter 11 plan. Such legitimate and compelling reasons exist in this case. Under the circumstances of the Chapter 11 Cases, the sale of the MS/AL Assets to the Buyer pursuant to sections 105(a) and 363(b) and (f) of the Bankruptcy Code is both justified and appropriate.

WW. The sale of the MS/AL Assets to the Buyer free and clear of any and all Claims and Encumbrances upon the terms and conditions set forth in the Purchase Agreement is in the best interests of the Debtors and their respective estates.

XX. Given the circumstances of the Chapter 11 Cases, including, without limitation, the adequate exposure of the Debtors' businesses to the marketplace, the

reasonable opportunity afforded other parties to make competing bids or offers for all or a portion of the Debtors' businesses, and the adequacy and fair value of the consideration being paid by the Buyer under the Purchase Agreement, the proposed sale of the MS/AL Assets to the Buyer constitutes a reasonable and sound exercise of the Debtors' business judgment and is hereby approved in all respects.

Retention of Jurisdiction

YY. It is necessary and appropriate for the Court to retain jurisdiction to, *inter alia*, interpret and enforce the terms and provisions of this Order and the Purchase Agreement, and to adjudicate, if necessary, any and all disputes concerning the assumption and assignment of the Assigned Contracts and any alleged right, title, or property interest, including ownership claims, relating to the MS/AL Assets and the proceeds thereof, as well as the extent, validity, perfection, and priority of any alleged lien or claim relating to the Debtors and/or the MS/AL Assets.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

General Provisions

1. The relief requested in the Motion is granted and approved in all respects as set forth in this Order.
2. The Sale Transaction contemplated by the Purchase Agreement (including any amendments, supplements, and modifications thereto, and all of the terms and conditions therein) is hereby approved in all respects as set forth in this Order. All objections to the Motion or the relief requested therein that have not been adjourned, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice.

Approval of the Sale of the MS/AL Assets

3. The Debtors are hereby authorized and directed to sell the MS/AL Assets to the Buyer upon and subject to the terms and conditions set forth in the Purchase Agreement, the provisions of which are incorporated herein by reference as if set forth in full herein.

4. Each of the Debtors is hereby authorized and directed to perform, consummate, and implement the Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement, and to take any and all further actions as may be necessary or appropriate to the performance of its obligations as contemplated by the Purchase Agreement or this Order, including paying, whether before or after the Closing, any expenses or costs that are required to be paid in order to consummate the Sale Transaction contemplated by the Purchase Agreement or to perform its obligations under the Purchase Agreement or any related agreements.

5. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the Closing, the MS/AL Assets shall be transferred, sold, and delivered to the Buyer free and clear of all Claims and Encumbrances (other than the Permitted Encumbrances and the Assumed Liabilities). All other liens and claims that existed against the MS/AL Assets prior to the Closing, including, without limitation, the DIP Liens, the Permitted Senior Liens, Prepetition Liens, Adequate Protection Liens, and the liens held by the Local Tax Authorities, shall attach to the sale proceeds the Debtors receive under the Sale Transaction (subject to the terms and conditions set forth in the DIP Order, Bidding Procedures Order, and this Order, including without limitation, the Carve-Out and Wind-

Down Budget). Those liens and claims will attach to the proceeds of the Sale Transaction in the same order of relative priority and with the same validity, force, and effect that the holder of such lien or claim had against the MS/AL Assets prior to Closing (including, for the avoidance of doubt, as set forth in the DIP Order), and will be subject to any claims and defenses the Debtors may possess with respect thereto. The interests of the holders of such liens or claims (including, for the avoidance of doubt, the right of the DIP Lenders to be repaid in full in cash within 30 days of the entry of this Order) are being adequately protected pursuant to the provisions of this Order by having their liens or claims, if any, in each instance against the Debtors, their estates, or any of the MS/AL Assets, attach to the proceeds of the Sale Transaction ultimately attributable to the MS/AL Assets in which such creditor or interest holder alleges an interest, in the same order of priority and with the same validity, force, and effect that such creditor or interest holder had prior to the Sale Transaction, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

6. Subject to paragraph 42, notwithstanding anything contained herein or in any other document, in accordance with the Purchase Agreement, all fee interests, rights-of-way, easements, real property interests, real rights, licenses, servitudes, permits, privileges, and leases (surface and subsurface) owned or held by the Debtors, or hereinafter acquired by the Debtors prior to the Closing, in each case, in connection with the MS/AL Assets, constitute real property or a real property interest, and together with the rights, tenements, appurtenant rights and privileges related thereto (collectively, the “**Real Property Interests**”), shall, in accordance with the Purchase Agreement, be transferred to the Buyer at the Closing notwithstanding any consent rights, anti-

assignment provisions, or any other provisions purporting to prohibit or condition the transfer or assignment of such Real Property Interests contained in such Real Property Interests, or in any other document, and all such rights, provisions, prohibitions, and conditions shall be void and of no force and effect with respect to the Sale Transaction.

No Successor Liability

7. As a result of the Sale Transaction contemplated by the Purchase Agreement, the Buyer will not be a successor to any of the Debtors by reason of any theory of law or equity.

8. Without limiting the generality of the immediately preceding paragraph, and except as otherwise expressly provided in the Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, the Buyer is not, pursuant to the Purchase Agreement or otherwise, assuming, nor shall it in any way whatsoever be liable or responsible, as a successor or otherwise, for any of the following Claims or Encumbrances: any Claims or Encumbrances of the Debtors or any Claims or Encumbrances in any way whatsoever relating to or arising from the MS/AL Assets or the Debtors' operations or use of the MS/AL Assets, including, without limitation, Claims or Encumbrances under the Assigned Contracts arising prior to the Closing or the applicable Assumption and Assignment Effective Date, or any liabilities calculable by reference to the Debtors or their assets or operations or relating to continuing conditions existing at or prior to the Closing or the applicable Assumption and Assignment Effective Date, as applicable, which Claims or Encumbrances, as against the Buyer, are hereby extinguished, without regard to whether the claimant asserting any such Claims or Encumbrances has delivered to the Buyer a release thereof.

9. Without limiting the generality of the foregoing, and except as otherwise expressly provided in the Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, the Buyer shall not be liable or responsible, as a successor or otherwise, for the Debtors' Claims or Encumbrances, whether calculable by reference to the Debtors or their operations or under or in connection with (a) any employment or labor agreements, (b) any pension, welfare, compensation, fringe benefit, or other employee benefit plans, trust arrangements, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors, any medical, welfare, and pension benefits payable after retirement or other termination of employment, or any responsibility as a fiduciary, plan sponsor, or otherwise for making any contribution to, or in respect of the funding, investment, or administration of, any employee benefit plan, arrangement, or agreement (including, without limitation, pension plans) or the termination of or withdrawal from any such plan, arrangement, or agreement, (c) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Age Discrimination and Employment Act of 1967, (v) the Federal Rehabilitation Act of 1973, (vi) the National Labor Relations Act, or (vii) the Consolidated Omnibus Budget Reconciliation Act of 1985, (d) worker's compensation, occupational disease, or unemployment or temporary disability insurance claims, (e) environmental Claims or Encumbrances arising from conditions first existing on or

prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (f) any bulk sales or similar law, (g) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, (h) any litigation, and (i) any products liability, product warranty liability, or similar claims, whether pursuant to any state or federal laws or otherwise.⁴

10. Except as expressly provided in the Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, no person or entity, including, without limitation, any federal, state, or local governmental agency, department, or instrumentality, shall assert by suit or otherwise against the Buyer or its successors in interest any Claim or Encumbrance that they had, have, or may have against the Debtors, or any Claim or Encumbrance relating to or arising from the MS/AL Assets or the Debtors' operations or use of the MS/AL Assets.

11. The Buyer has given substantial consideration under the Purchase Agreement, which consideration shall constitute valid and valuable consideration for the release of any potential claims of successor liability against the Buyer and which shall be deemed to have been given in favor of the Buyer by the Debtors and all holders of Claims or Encumbrances (except for the Assumed Liabilities) in or against the Debtors or the Purchased MS/AL Assets. Upon consummation of the Sale Transaction, the Buyer shall

⁴ The recitation in this paragraph 9 of any specific agreements, plans, laws, ordinances or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, or obligations referred to herein.

not be deemed to (a) have, *de facto* or otherwise, merged with or into the Debtors; (b) be a mere continuation, alter ego, or substantial continuation of the Debtors; or (c) be liable under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine.

12. The terms and provisions of the Purchase Agreement and all related documents necessary to consummate the Sale Transaction, together with the terms and provisions of this Order, shall be binding in all respects upon the Debtors, their estates, their creditors, and all parties in interest, including any and all successors and assigns (including, without limitation, any trustee appointed under the Bankruptcy Code).

13. Except as expressly provided in the Purchase Agreement with respect to the Permitted Encumbrances and the Assumed Liabilities, all entities holding Claims or Encumbrances against the MS/AL Assets be, and they hereby are, barred from asserting such Claims or Encumbrances against the Buyer and/or the MS/AL Assets and all entities holding such Claims or Encumbrances shall be deemed to have released the MS/AL Assets to the Buyer and to have limited the assertion of their Claims or Encumbrances against the MS/AL Assets to the sale proceeds the Debtors receive for the sale of the MS/AL Assets (subject, in all cases, to the priority set forth in the DIP Order, the Carveout, and the Wind-Down Budget) and any other available property of the Debtors' respective estates that does not constitute the MS/AL Assets. For the purposes of paragraphs 7 through 13 of this Order, all references to the Buyer shall include its affiliates, subsidiaries, and shareholders.

Deposit of Sale Proceeds

14. At the Closing, the Debtors shall deposit the sale proceeds from the Sale Transaction into a segregated account held by the Debtors pending the ultimate resolution (either as agreed to by the Required Lenders and the Debtors or as otherwise determined by the Court) and funding of the Wind-Down Budget; *provided, however*, that the Debtors shall be authorized to use a portion of such sale proceeds to pay, in accordance with the Approved Budget (as defined in the DIP Credit Agreement (as defined in the DIP Order)), all allowed (a) post-petition claims, (b) administrative expense and priority claims, and (c) professional fees and expenses necessary to administer the Debtors' estates accrued through the closing of the final Sale Transaction in an amount either (i) agreed to by the Required Lenders and the Debtors or (ii) as otherwise determined by the Court. The Debtors shall not distribute any proceeds of the Sale Transaction prior to the funding of the Wind-Down Budget. Upon funding of the Wind-Down Budget, the remaining proceeds shall be applied in accordance with the DIP Order and section 3.04(c) of the DIP Credit Agreement.

Release of Claims and Encumbrances

15. This Order shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who

may be required to report or insure any title or state of title in or to any of the MS/AL Assets.

16. All Claims and Encumbrances of record against the MS/AL Assets, other than the Permitted Encumbrances and Assumed Liabilities, shall, upon Closing, be terminated as against the MS/AL Assets, and all the entities described in the immediately preceding paragraph of this Order are authorized and directed to (a) terminate all recorded liens and claims against the MS/AL Assets from their records, official and otherwise, in each case solely with respect to the MS/AL Assets, and (b) accept for filing or recording all instruments made or delivered by or to any of the Debtors, and all deeds or other documents relating to the conveyance of the MS/AL Assets to the Buyer.

17. If any person or entity that has filed statements, documents or agreements evidencing Claims or Encumbrances on or in the MS/AL Assets shall not have delivered to the Debtors prior to Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all liens or claims that the person or entity has or may assert with respect to the MS/AL Assets, the Buyer is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the MS/AL Assets.

18. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing and the resolution of all timely filed Assumption and Assignment Objections, as applicable, the Debtors' assumption and assignment to the Buyer, and the Buyer's assumption, of the Assigned Contracts, on the

terms set forth in the Purchase Agreement, is hereby approved and the requirements of section 365(b)(1) with respect thereto are hereby found and deemed to be satisfied.

Assumption and Assignment of the Assigned Contracts

19. The Debtors are hereby authorized and, unless the Debtors and the Buyer otherwise agree, directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Assumption and Assignment Effective Date, the Assigned Contracts free and clear of all Claims and Encumbrances (other than the Permitted Encumbrances and the Assumed Liabilities) and (b) execute and deliver to the Buyer such documents or other instruments as Buyer deems may be necessary to assign and transfer the Assigned Contracts to the Buyer.

20. Subject to the terms and conditions set forth in the Bidding Procedures Order and this Order, (a) to the extent provided in section 365 of the Bankruptcy Code, any provisions in any of the Assigned Contracts that prohibit or condition the assignment of such Assigned Contracts or allow the party to such Assigned Contracts to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such of the Assigned Contracts, constitute unenforceable anti-assignment provisions which are void and of no force and effect, (b) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of each of the Assigned Contracts have been satisfied, and (c) effective upon the Closing, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing remain in full force and effect for the benefit of, the Buyer, notwithstanding any

provision in any of the Assigned Contracts that prohibits, restricts, or conditions such assignment or transfer.

21. All defaults or other obligations of the Debtors under the Assigned Contracts, arising or accruing prior to the Closing, or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts, shall be cured by the Debtors, to the extent set forth in the Purchase Agreement and this Order. The Cure Costs (as defined in the Purchase Agreement) set forth on Exhibit B are the sole amounts necessary to be paid by the Debtors upon assumption of the Assigned Contracts under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code, and the payment of the applicable Cure Costs shall, subject to the terms of the Purchase Agreement, (a) effect a cure of all defaults existing under the Assigned Contracts as of and including the Closing Date, and (b) compensate the Counterparties to the Assigned Contracts for any actual pecuniary loss resulting from all defaults existing under the Assigned Contracts as of and including the Closing Date.

22. Upon payment of the Cure Costs pursuant to the terms of this Order, no default or other obligations arising or accruing prior to the Closing Date shall exist under any Assigned Contracts, and each Counterparty is forever barred, estopped, and permanently enjoined from (a) declaring a default by the Debtors or the Buyer under any such Assigned Contract based on acts or occurrences arising prior to or existing as of the Petition Date, (b) raising or asserting against the Debtors or the Buyer, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to any of the Assigned Contracts based

on acts or occurrences arising prior to or existing as of the Closing Date, or (c) taking any other action against the Buyer as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assigned Contracts based on acts or occurrences arising prior to or existing as of the Closing Date. Each Counterparty hereby is also forever barred, estopped, and permanently enjoined from (y) asserting against the Debtors or the Buyer, or the property of any of them, any default or claim arising out of any indemnity or other obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date and (z) imposing or charging against Buyer or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignment to Buyer of the Assigned Contracts.

23. Subject to the terms and conditions of the Purchase Agreement, and upon the Closing, the Buyer shall be deemed to have (a) to the extent necessary, cured or provided adequate assurance of cure of, any default existing prior to the Closing under the Assigned Contracts within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code and (b) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the Closing under the Assigned Contracts within the meaning of sections 365(b)(1)(B) and 365(f)(2)(B) of the Bankruptcy Code. The Debtors' obligation to pay the Cure Costs under the Purchase Agreement, and the Buyer's agreement to perform the obligations under the Assigned Contracts in accordance with the terms of the Purchase Agreement, shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and

365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the applicable Counterparty.

24. To the furthest extent permitted by law, any party that may have had the right to consent to the assumption or assignment of any of the Assigned Contracts is deemed to have consented to such assumption and assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code if such party failed to timely object to the assumption or assignment of such Assigned Contracts in accordance with the Bidding Procedures Order, and the Buyer shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assigned Contracts pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Any Counterparty to any of the Assigned Contracts designated to be assumed and assigned to the Buyer who has not timely filed and served an objection in accordance with the Bidding Procedures Order shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such Assigned Contracts, and such Assigned Contracts shall be deemed assumed by the Debtors and assigned to the Buyer on the Assumption and Assignment Effective Date.

25. To the extent a Counterparty fails to timely object to the Cure Costs for any Assigned Contract in accordance with the Bidding Procedures Order, such Cure Costs shall be deemed to be finally determined and any such Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Costs at any time; and such Cure Costs, when paid, shall completely cure and remedy any breach or default with respect to such Assigned Contracts.

26. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contract, and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contract except as provided in the Purchase Agreement.

27. The Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyer, any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale Transaction.

28. From the date of the entry of this Order, the Debtors may, in their sole discretion, settle objections to assumption and assignment of any Assigned Contract, including to proposed Cure Costs, without any further notice to or action by any party or order of the Court (including by paying any agreed Cure Costs); *provided* that notice to and consent of the Buyer shall be required to the extent the Buyer is liable for such Cure Costs pursuant to the Purchase Agreement as modified by this Order. Unless the Court orders otherwise and subject to paragraph 32 hereof, contemporaneously with the resolution of any such objection, the executory contract or unexpired lease underlying such objection shall be deemed an Assigned Contract assumed by the Debtors and assigned to the Buyer without the necessity of obtaining any further order of the Court.

29. Notwithstanding anything to the contrary herein, in the Bidding Procedures, or in the Bidding Procedures Order, no executory contract or unexpired lease as to which a Counterparty timely files and serves an objection in accordance with the Assumption and Assignment Procedures shall be considered assumed by the Debtors and assigned to the Buyer under this Order unless and until any timely objection to the

assumption and assignment of such executory contract or unexpired lease has been resolved or overruled.

30. Nothing in this Order, the Motion, the Bidding Procedures Order, the Potential Assumption and Assignment Notice, Proposed Assumption and Assignment Notice, or Supplemental Assumption and Assignment Notice, as applicable, or any other notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale Transaction.

31. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied. Each of the Assigned Contracts shall be deemed to be valid, binding, and in full force and effect and enforceable in accordance with their terms as of the Closing, subject to any amendments or modifications agreed to between a Counterparty and the Buyer. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assigned Contracts, and each of the Assigned Contracts shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by this Order, the Bidding Procedures Order, or other order of the Court. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Buyer to effectuate the foregoing.

32. The assumption and assignment of the Assumed Contracts and the Assumed Leases will not be effectuated if the Closing does not occur and the Purchase Agreement is terminated.

33. Within ten Business Days after the Closing, the Debtors shall file with the Court a list of Assigned Contracts, Excluded Contracts, and Designated Agreements (as defined in the Bidding Procedures Order) and shall serve a copy of such list upon each non-Debtor Counterparty on the list, and such list shall be updated or supplemented from time to time as necessary or at the request of the Buyer, provided that any updated or supplemental list need only be served upon those non-Debtor Counterparties to such contracts or leases directly affected by such updated or supplemental list.

34. Each non-Debtor counterparty to an Assigned Contract shall be forever barred, estopped, and permanently enjoined from asserting against the Buyer or its property (including, without limitation, the MS/AL Assets), any fee, acceleration, default, breach, claim (including any counterclaim, defense, or setoff capable of being asserted against the Debtors), pecuniary loss, or condition to assignment existing or on account of any facts occurring (a) prior to the Petition Date or (b) as a result of the Petition Date.

Additional Provisions

35. The Debtors are hereby authorized to (a) take such corporate action as may be necessary to implement the provisions of the Purchase Agreement and any other document executed by the Debtors in connection therewith and (b) execute and file any necessary document with any appropriate secretary of state. This Order shall constitute all approvals and consents, if any, required by the laws of any state necessary to file, record, and accept such documents.

36. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the MS/AL Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Buyer as of the Closing.

37. Any resolution of claims against the Debtors related to alleged business license fees or taxes, including, without limitation, any claims asserted by Avenu Insights & Analytics on behalf of municipalities in Alabama, shall be without prejudice to the Buyer, which shall have no liability for such claims and shall retain all defenses to future assertions of such claims. Additionally, the Buyer shall have standing and the right, but no obligation, to object to any such claims and to object to any proposed resolution that may affect the Buyer's rights.

38. The Purchase Agreement has been negotiated and executed, and the Sale Transaction contemplated by the Purchase Agreement are and have been undertaken, by Debtors, the Buyer, and their respective representatives at arm's length, without collusion and in "good faith," as that term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction or any term of the Purchase Agreement, and shall not permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

39. None of the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the MS/AL Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

40. Nothing contained in any plan of reorganization (or liquidation) confirmed in the Chapter 11 Cases, any order confirming any plan of reorganization (or liquidation), or any other order of any type or kind entered in the Chapter 11 Cases or any related proceeding, including any subsequent chapter 7 case, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

41. The Debtors are authorized to execute, acknowledge, and deliver such deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer, and to take such other actions as may be reasonably necessary to perform the terms and provisions of the Purchase Agreement and all other agreements related thereto (including any documents relating to the repayment of the DIP Loans (as such term is defined in the DIP Order)), and the Debtors are authorized to take any other action that reasonably may be requested by the Buyer for the purpose of assigning, transferring, granting, and conveying any or all of the MS/AL Assets, or by the DIP Secured Parties in connection with evidencing the repayment of the DIP Obligations or the release of any DIP Liens.

42. Nothing in this Order or the Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a

governmental unit (including, but not limited to, the Texas Commission on Environmental Quality) that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

43. Notwithstanding Bankruptcy Rules 6004, 6006, and 7062 and any other applicable Bankruptcy Rules or applicable Local Rules to the contrary, this Order shall be effective immediately upon entry and shall not be subject to any stay in the implementation, enforcement, or realization of the relief granted herein.

44. The Court retains jurisdiction, even after the closing of the Chapter 11 Cases, to do the following:

- (a) interpret, implement, and enforce the terms and provisions of this Order, the Purchase Agreement, and any other agreement executed in connection therewith;
- (b) protect the Buyer, or any of the MS/AL Assets, against any Claims or Encumbrances, other than the Permitted Encumbrances and the Assumed Liabilities;
- (c) resolve any disputes arising under or related to the Purchase Agreement, the Sale Transaction, or the Buyer's peaceful use and

enjoyment of the MS/AL Assets, whether or not a plan of reorganization (or liquidation) has been confirmed in the Chapter 11 Cases and irrespective of the provisions of any such plan or order confirming any such plan;

- (d) adjudicate all issues concerning all Claims and Encumbrances in and to the MS/AL Assets, including the extent, validity, enforceability, priority, and nature of all such Claims and Encumbrances;
- (e) adjudicate any and all issues and/or disputes relating to the Debtors' right, title, or interest in the MS/AL Assets and the proceeds thereof, the Motion, and the Purchase Agreement; and
- (f) adjudicate any and all remaining issues concerning the Debtors' right and authority to assume and assign the Assigned Contracts to the Buyer and resolve any objections to Cure Costs or any other objections by non-Debtor counterparties to any additional contracts or leases that the Buyer may elect, in accordance with the Purchase Agreement and the Bidding Procedures Order, to become Assigned Contracts and determine the Buyer's rights and obligations with respect to such assignment and the existence of any default under any Assigned Contract.

45. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction contemplated by the Purchase Agreement.

46. The Purchase Agreement and any related agreements, documents, or instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, so long as any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates.

47. The failure specifically to include any particular provisions of the Purchase Agreement in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Purchase Agreement and each and every provision, term, and condition thereof be authorized and approved in its entirety.

48. If there is any direct conflict between the Purchase Agreement and this Order, the terms of this Order shall control.

Dated: [], 2019
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

FORM OF TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this “**Agreement**”) is made as of [●], 2019, among Southcross Energy Partners, L.P., a Delaware limited partnership (“**Provider**”) and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company (“**Recipient**”).

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of September 11, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), among Provider, Southcross Energy Partners GP, LLC, the Southcross Entities (each, a “**Seller**” and collectively, the “**Sellers**”), and Recipient, at a closing held on the date of this Agreement, Recipient has purchased certain assets located in Mississippi and Alabama from Sellers, as more particularly described in the Purchase Agreement;

WHEREAS, Provider and Recipient each desire to arrange for the provision of certain services (as more fully described below) to Recipient in connection with the operation of the purchased assets by Recipient following the date hereof;

WHEREAS, each party understands that the services provided hereunder are transitional in nature and are furnished for the purpose of accommodating the transactions contemplated by the Purchase Agreement;

WHEREAS, the execution and delivery of this Agreement is required by the Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
SERVICES TO BE PROVIDED

1.1 **Services.** Capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Purchase Agreement. The parties agree that, upon the terms and subject to the conditions set forth in this Agreement, Provider shall provide, or cause to be provided, to Recipient (a) the services described on Exhibit A, as may be modified from time to time in accordance with the terms of this Agreement and (b) any service, system, function or responsibility not specifically described in Exhibit A, but which is inherently required for the proper performance and delivery of a service, system, function or responsibility set forth in Exhibit A (the “**Services**”), solely in connection with the operations of the Business. The level and scope of Services, where applicable, shall be at a level and scope substantially consistent with Provider’s and its Affiliates’ practice of providing the Services in respect of the Business during the one-year period immediately prior to the date hereof.

1.2 **Term.** Each Service shall be provided for 90 days from the date of this Agreement, unless extended by up to 60 additional days pursuant to this Section 1.2 or terminated earlier pursuant to Section 4.1 (the “**Term**”); provided, however, that Recipient shall use reasonable efforts to wind down the necessity of the Services and terminate any such Service

as soon as reasonably practicable following the date hereof. Recipient may, no more than once for each Service, request to extend the term for such Service by up to 60 days by providing Provider with written notice no later than 30 days prior to the expiration of the initial term for such Services, and such Service term shall be so extended.

1.3 Cooperation and Project Managers. Each party hereto shall use their respective commercially reasonable efforts to (a) cooperate fully and provide such assistance as is reasonably required for Provider to provide the Services in the manner required by this Agreement, (b) provide reasonable knowledge transfer regarding the business or affairs of the other party, as applicable, including with respect to regulatory matters and historical journal entries and (c) provide reasonable cooperation and assistance in transferring relevant data necessary for the Recipient to orderly transition from the Services and continue its business in Recipient's respective environment. This cooperation will include the appointment by each party of one or more individuals to serve as such party's representative(s) to deal with issues arising out of the performance of this Agreement and facilitate the orderly provision of the Services. The initial representatives shall be as follows:

Provider representative:

William C. Boyer
Senior Vice President and Chief Operating Officer
Email: william.boyer@southcrossenergy.com

Recipient representative:

Buddy Gray
VP Commercial Services, Third Coast Midstream, LLC
Office: (346) 241-3403
Mobile: (936) 419-9085
bgray@3CMidstream.com
2103 CityWest Blvd., Bldg. 4, Suite 700, Houston, TX 77042

Either party may change its designated representative(s) or the contact information for such designated representative(s) by giving notice to the other party.

1.4 Subcontractors. Provider may delegate or sub-contract its duties under this Agreement consistent with past practice to qualified third parties; provided, however, that such delegation or subcontracting shall not relieve Provider of any of its obligations under the Agreement.

1.5 Personnel. All labor matters relating to employees of any party hereto or its Affiliates (including employees involved in the provision of the Services) shall be within the exclusive control of such party, and the other parties shall not have any responsibility with respect to such matters. All employees and representatives of Provider providing Services hereunder shall not be deemed to be employees or representatives of Recipient.

1.6 Control of Business Operations. Notwithstanding anything herein to the contrary, as between Recipient and Provider, Recipient shall have exclusive control of the planning and

operations of the Business at all times. To the extent within the scope of the Services, any and all actions taken by Provider with respect to planning and operations of the Business shall be deemed taken by or on behalf of Recipient and not by or on behalf of Provider. No provisions of this Agreement shall be deemed to grant to Provider any right or authority with respect to the Business, or to place upon Provider any obligations with respect to the Business other than the right and obligations expressly set forth in this Agreement.

1.7 Services Subject to Legal Requirements. Nothing herein shall be construed to require any Person to take any action in violation of any Applicable Law to which such Person is subject, nor to require any Person to violate or breach any contract or agreement to which such Person is subject.

1.8 Intellectual Property Licenses. Except as otherwise provided by Order of the Bankruptcy Court, to the extent held by Provider or one of its Affiliates as of the date of the Purchase Agreement, Provider shall continue to hold and maintain, and shall cause its Affiliates to hold and maintain, the intellectual property licenses used by it or its Affiliates to the extent necessary to provide Services pursuant to this Agreement during the Term. Neither Provider nor its Affiliates shall be obligated to provide access or use of third-party intellectual property, software or data in connection with such Service until a license has been procured by Recipient and a copy thereof which permits Provider or its Affiliates to provide such Service is delivered to Provider. In providing the Services, neither Provider nor its Affiliates shall be obligated to purchase, lease or license any additional equipment, hardware, intellectual property rights or software.

1.9 Changes to Services. Provider may make changes to the Services (including upgrading or changing technology, software or information systems used by it in connection with this Agreement) so long as such changes are generally applicable and concurrently made with respect to the corresponding services provided to Provider's Affiliates; provided that Provider shall provide prior notice of any such change to Recipient to the extent reasonably practicable.

1.10 Maintenance. Provider shall have the right to shut down temporarily for emergency maintenance purposes the operation of the facilities providing any Service, solely to the extent such shut down is generally applicable and concurrently made with respect to the corresponding services provided to Provider's Affiliates; provided that Provider: (a) provides prior notice of any such emergency maintenance to Recipient to the extent reasonably practicable, explaining the reason, purpose and likely duration thereof; and (b) uses commercially reasonable efforts to minimize the duration and impact of the emergency maintenance.

1.11 Systems Access. Each party shall (and shall cause its respective employees and any subcontractors to): (a) not attempt to obtain access to, use or interfere with any information technology systems of the other party, or any data owned, used or processed by the other party, except to the extent required to do so to provide or receive the Services; (b) maintain reasonable security measures to protect the systems of the other party to which it has access pursuant to this Agreement from access by unauthorized third parties, and any "back door", "time bomb", "Trojan Horse", "worm", "drop dead device", "virus" or other computer software routine intended or designed to disrupt, disable, harm or otherwise impede in any manner the operation

of such systems; (c) not permit access or use of information technology systems of the other party by a third party other than as authorized by the other party; (d) not disable, damage or erase or disrupt or impair the normal operation of the information technology systems of the other party; and (e) comply with the security policies and procedures of the other party (as may be updated from time to time in the ordinary course of business).

ARTICLE 2 COMPENSATION AND PAYMENT TERMS

2.1 Compensation for Services. In consideration of the provision of each Service pursuant to this Agreement, Recipient shall reimburse Provider for its Reimbursed Costs (without markup) incurred in connection with the provision of any Service. “**Reimbursed Cost**” means the actual cost of providing the applicable Service, including the actual cost of labor, including employee benefits, materials, resources and services, including for the percentage of the salaried and/or hourly compensation paid to each of Provider’s or its applicable Affiliate’s employees (including associated benefits) for his or her time devoted to the provision of the Service, and the actual cost of any third-party charges.

2.2 Payment. On or before the 15th day of each calendar month, Provider shall deliver to Recipient an invoice reflecting the amount due under this Agreement for each Service provided by Provider to Recipient in the previous month. Attached to each invoice shall be an itemization, in reasonable detail, of the Services supplied during the previous month (or, with respect to the initial and last months, any portion thereof) (the “**Invoice Period**”) and an explanation, in reasonable detail, of the amount due in respect of each Service based on the Reimbursed Costs to provide such Service. As soon as reasonably practicable after receipt from Recipient of a reasonable request, Provider shall provide Recipient with reasonable data and documentation supporting the calculation of any amount due to Provider under an invoice for purposes of verifying the accuracy of such calculation. Subject to Section 2.3, Recipient shall make payment of the amount due to Provider on any invoice on or before the 25th day of the month in which Recipient received such invoice, and any amount that is owed but not paid within such 25-day period shall be subject to late charges, calculated based on a rate per annum equal to 6%. Upon not less than 15 Business Days’ prior written notice, Recipient shall have the right, at Recipient’s sole cost and expense, to engage an independent accounting firm to perform a single audit of Provider’s invoices for Services provided by Provider to Recipient pursuant to this Agreement. Such right shall be exercisable following Recipient’s receipt of the final invoice for Services issued by Provider to Recipient hereunder and for 60 days thereafter. If Recipient elects to exercise its right to an audit pursuant to this Section 2.2, such audit will occur during regular business hours and be subject to reasonable and mutually agreed upon procedures developed by the parties. If such audit reveals an overbilling by Provider and overpayment by Recipient, Provider shall reimburse Recipient for the costs of such audit and for such overpayment within 30 days after receiving a notice of such overpayment. If such audit reveals an underbilling by Provider and underpayment by Recipient, Recipient shall pay Provider for such underpayment within 30 days after receiving a notice of such underpayment.

2.3 Payment Disputes. In the event that Recipient disputes any invoice or portion thereof, Recipient shall pay the undisputed portion of the invoice and provide Provider written notice of the disputed amounts, together with a statement of the particulars of the dispute,

including the calculations with respect to any errors or inaccuracies claimed. Recipient shall have the right to review all reasonable source documentation concerning the liabilities, costs, and expenses upon reasonable notice to Provider and during regular business hours.

2.4 Taxes. Recipient shall bear any and all sales, use, excise, value added, goods and services, transaction and transfer taxes and other similar taxes, charges, fees, levies and imposts and any related interest and penalties imposed on the Services rendered hereunder or any fees payable to Provider hereunder.

2.5 No Right of Offset. None of the parties hereto shall have a right to offset, deduct or withhold any monies from any amounts due under this Agreement based on any amounts owed or claimed to be owed by the other parties hereto.

ARTICLE 3 STANDARD OF SERVICE

3.1 Standard of Service. It is understood and agreed that Provider is not in the business of providing Services to third parties and therefore the manner, quality, service level and standard of care applicable to the delivery of the Services by Provider hereunder shall be at a level substantially consistent with the same as was provided by Provider and its Affiliates in connection with their operation of the Business during the one-year period immediately prior to the date hereof.

3.2 Data. Recipient acknowledges that certain Services to be provided by Provider may be dependent upon data to be provided by Recipient, which data Recipient shall provide to Provider consistent with past practice.

ARTICLE 4 TERMINATION

4.1 Termination. This Agreement may be terminated in whole or in part as follows:

(a) Recipient may terminate this Agreement in respect of any Service provided to it pursuant to this Agreement by giving notice to Provider not less than 10 days before the termination is to take effect; provided, that any election by Recipient to terminate either (x) the Services set forth on Exhibit A or (y) all Services to be provided under this Agreement shall, in each case, not take effect until the end of the calendar month following expiration of the 10 day notice period applicable to any such election by Recipient to terminate. Provider shall, as soon as reasonably practicable following the receipt of notice, cease to provide the Services being terminated; provided, that if Provider and Recipient mutually agree in good faith that any Services terminated by Recipient are necessary or related to any other Service, such other Service shall also be deemed, upon the written notice of Provider, to be terminated along with the Services originally terminated by Recipient. Except for any Reimbursed Costs incurred by Provider specifically as a result of the early termination and wind-down of any Services so terminated by Recipient, which shall be reimbursed by Recipient promptly after the relevant termination, termination shall relieve Recipient from paying for any terminated Services after the date such Services are no longer provided by Provider to Recipient, but it shall not

relieve Recipient from paying for any Services already rendered by Provider to Recipient prior to the date such Services are no longer provided by Provider to Recipient.

(b) Provider or Recipient may terminate this Agreement as it relates to any particular Service (or, if applicable, all Services) prior to the end of the applicable term of such Service set forth on Exhibit A in one or more of the following circumstances:

- (1) if each of Provider and Recipient agrees in writing;
- (2) by Order of the Bankruptcy Court; or
- (3) if the other party commits a material breach of one or more of its obligations under this Agreement.

4.2 Effect of Termination. Upon termination of this Agreement as to any one or more Services, all rights and obligations of each party hereunder in respect of those Services shall cease as of the date of the termination except for the parties' rights and obligations under Articles 2, 5 and 8, which shall survive termination of this Agreement. Notwithstanding the foregoing, the termination of this Agreement pursuant to any of the provisions hereof shall be without prejudice to any rights, or diminution of any obligation or liability of any party hereto, that may have accrued prior to the effective date of such termination.

ARTICLE 5 WARRANTY, LIABILITY AND INDEMNITY

5.1 NO GRANT OF LICENSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO LICENSES OR OTHER RIGHTS TO ANY SOFTWARE, TECHNOLOGY, INTELLECTUAL PROPERTY RIGHTS, DATA OR OTHER ASSETS ARE GRANTED TO EITHER PARTY UNDER THIS AGREEMENT, WHETHER BY IMPLICATION, ESTOPPEL, EXHAUSTION OR OTHERWISE, AND EACH PARTY RETAINS AND RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THIS AGREEMENT.

5.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY HEREIN PROVIDED (INCLUDING THE STANDARD OF SERVICE CONTAINED IN SECTION 3.1), THE SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS AS TO ALL MATTERS" AND PROVIDER AND ITS AFFILIATES EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE SERVICES (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), AND RECIPIENT AND ITS AFFILIATES EXPRESSLY ACKNOWLEDGE THAT NONE OF THEM IS RELYING ON ANY SUCH REPRESENTATIONS AND WARRANTIES.

5.3 INDEMNITY. EXCEPT AS MAY RESULT DIRECTLY FROM A PARTY'S (THE "**INDEMNIFYING PARTY**") GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

(WHICH FOR THE AVOIDANCE OF DOUBT SHALL INCLUDE THE INTENTIONAL ABANDONMENT OF THE PROVISION OF SERVICES HEREUNDER), EACH PARTY (AS APPLICABLE, THE “**INDEMNIFIED PARTY**”) WAIVES ANY RIGHT TO RECOVER FROM THE INDEMNIFYING PARTY AND ITS AFFILIATES AND FOREVER RELEASE AND DISCHARGE THE INDEMNIFYING PARTY AND ITS AFFILIATES, AND THE INDEMNIFYING PARTY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTY AND ITS AFFILIATES FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER (INCLUDING ATTORNEYS’ FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE SERVICES OR ANY LAW OR REGULATION APPLICABLE THEREOF, WHETHER OR NOT ATTRIBUTABLE TO THE STRICT LIABILITY, THE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, BREACH OF CONTRACT OR OTHER FAULT OR RESPONSIBILITY OF SUCH INDEMNIFIED PARTY OR ITS AFFILIATES OR ANY OTHER PERSON OR PARTY (OTHER THAN TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY OR ITS AFFILIATES).

5.4 LIMITATION ON DAMAGES. NO PARTY HERETO SHALL BE ENTITLED TO EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING ANY DIMINUTION IN VALUE, IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF RECIPIENT AND PROVIDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO EXEMPLARY, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE PAID TO ANY THIRD PARTY PURSUANT TO IN ANY THIRD-PARTY CLAIM UNDER THIS ARTICLE 5.

5.5 Specific Performance. Provider acknowledges and agrees that Recipient’s respective remedies at law for a breach or threatened breach by Provider of its obligations to perform the Services pursuant to the terms of this Agreement would be inadequate and, in recognition of that fact, Provider agrees that, in the event of a breach or threatened breach by Provider of its obligations to perform the Services pursuant to the terms of this Agreement, in addition to any remedies at law or in equity, Recipient shall, without an obligation to (a) post a bond or other amount or (b) prove actual damages, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

ARTICLE 6 INSURANCE

Each party hereto shall, throughout the term of this Agreement, carry insurance with commercially reasonable coverage levels with a reputable insurance company or companies covering property damage and general liability (including contractual liability) to protect their own business and property interests.

ARTICLE 7
FORCE MAJEURE

If Provider is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, Provider shall give Recipient written notice of the force majeure with reasonable detail regarding the circumstances, including Provider's reasonable estimate of the duration of such force majeure; thereupon, the obligations of Provider giving notice, insofar as it is affected by force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. Provider will use commercially reasonable efforts to remove the force majeure situation; provided, however, that Provider shall not be required to hire additional personnel or contract workers, or to settle strikes, lockouts, or other labor difficulty, contrary to its wishes; and the handling of such difficulties shall be entirely within the reasonable discretion of Provider. The term "force majeure" as used herein shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, insurrection, public riot, epidemic, landslide, lightning, fire, storm, flood, explosion, governmental action or governmental delay, restraint or inaction, and any other similar event, which is not reasonably within the control of the Provider.

ARTICLE 8
MISCELLANEOUS

8.1 No Agency. Provider shall provide the Services as an independent contractor, and nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the parties hereto or constitute or be deemed to constitute any party hereto as the agent or employee of the other for any purpose whatsoever, and none of the parties shall have authority or power to bind the others or to contract in the name of, or create a liability against, the others in any way or for any purpose.

8.2 Confidentiality. Subject to applicable laws, rules and regulations, each of Recipient and Provider (including their respective employees, agents, representatives and Affiliates) shall maintain in confidence all proprietary and confidential business information of the other parties hereto to which it might become privy as a result of the transactions contemplated herein. No restrictions are placed upon a party hereto with respect to the use or disclosure of any such information that: (a) is or becomes through no fault of the receiving party within the public domain; (b) was legally acquired by the receiving party from an unaffiliated third party who had a right to convey the same without obligation of secrecy; or (c) is required to be disclosed by binding court order or other requirements of Applicable Laws.

8.3 Books and Records. Following the earlier of the termination or expiration of this Agreement, Provider shall, and shall cause its representatives and Affiliates to, deliver to Recipient all remaining books and records to which Recipient is entitled pursuant to the terms of the Purchase Agreement, which would have otherwise been transferred to Recipient at Closing but for the existence of this Agreement; provided that Provider may retain copies of such books and records to permit Provider to perform its obligations under this Agreement and the Purchase Agreement and otherwise to the extent allowed under the Purchase Agreement.

8.4 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received), (c) one Business Day following the day sent by overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

If to Provider:

Southcross Energy Partners, L.P.
Attn: General Counsel
1717 Main Street, Suite 5200
Dallas, TX 75201
E-mail:

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
Attn: Marshall Huebner
Darren Klein
Harold Birnbaum
450 Lexington Avenue
New York, NY 10017
E-mail: marshall.huebner@davispolk.com
darren.klein@davispolk.com
harold.birnbaum@davispolk.com

If to Recipient:

Magnolia Infrastructure Holdings, LLC
c/o ArcLight Capital Partners, LLC
Attn: General Counsel
200 Clarendon Street, 55th Floor
Boston, MA 02116
E-mail: tburke@arclightcapital.com

with a copy (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
Attn: Justin Stolte
Jonathan Whalen
811 Main Street, Suite 3000
Houston, TX 77002-6117
E-mail: jstolte@gibsondunn.com
jwhalen@gibsondunn.com

8.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, this Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed invalid, illegal or unenforceable, and in all other respects this Agreement shall remain in full force and effect. Upon determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible to the fullest extent permitted by Applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

8.6 Amendment. This Agreement may not be amended except by an instrument in writing signed by or on behalf of each of the parties hereto.

8.7 Binding Effect; Assignment; No Third Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. In connection with the sale to a third party of the assets of Provider and/or its Affiliates related to the provision of any one or more of the Services, Provider may freely assign to such third party, without the consent of Recipient, Provider's rights and obligations hereunder related to the provision of any one or more Services; provided, however, that any definitive document assigning Provider's rights and obligations to provide Services hereunder shall include an acknowledgement by the applicable third party assignee that such party shall provide Services in accordance with this Agreement. Provider may subcontract the performance of any Service to a third party to the extent provided herein. Recipient shall be entitled to assign its rights and obligations under this Agreement to any Subsidiary, provided that no such assignment shall relieve Recipient of its obligations hereunder. This Agreement is solely for the benefit of Provider and its successors and permitted assigns, with respect to the obligations of Recipient or the Business under this Agreement, and for the benefit of Recipient and its successors and permitted assigns, with respect to the obligations of Provider under this Agreement, and except as provided herein, nothing in this Agreement is intended to or shall confer upon any Person other than the parties hereto, and their successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

8.8 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement. The terms "herein," "hereof," "hereby" and "hereunder," or other similar terms, refer to this Agreement as a whole and not only to the particular Article, Section or other subdivision in which any such terms may be employed. The word "includes" and its syntactical variants mean "includes, but is not limited to," and corresponding syntactical variant expressions. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

8.9 Entire Agreement. This Agreement, together with the exhibits and other writings referred to herein or delivered pursuant hereto that form a part hereof, constitute the entire agreement among the parties hereto with respect to their subject matter and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them with respect to their subject matter.

8.10 Governing Law; Consent To Jurisdiction; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES OR PRINCIPLES.

(b) THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DELAWARE OVER ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH PARTY HERETO IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY HERETO AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANOTHER PARTY HERETO IN ANY MATTER WHATSOEVER ARISING OUT OF OR IN RELATION TO OR IN CONNECTION WITH THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS SECTION 8.10(c) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

8.11 Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. This Agreement may be executed by facsimile or other electronic transmission (including scanned documents delivered by email) signatures by any party hereto and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

SERVICE PROVIDER:

SOUTHCROSS ENERGY PARTNERS, L.P.

By Southcross Energy Partners GP, LLC

By: _____
Name: _____
Title: _____

RECIPIENT:

**MAGNOLIA INFRASTRUCTURE
HOLDINGS, LLC**

By: _____
Name: _____
Title: _____

EXHIBIT A

SERVICES

SERVICES TO BE PERFORMED DURING THE TERM

1. Continuing Field Services.

1.1. Operations and Technical. Provider shall provide the following operations and technical services during the Term:

1.1.1. Control the Assets, *i.e.*, existing remote mainline valves, pumping units at the booster stations and all remotely operated valves associated with pipeline deliveries and receipts for the Assets.

1.1.2. Continue to coordinate existing pipeline operations with operational personnel for the Assets and all third-party shippers using the Assets, *i.e.*, pipeline schedule implementation, leak detection, facilitating deliveries and receipts with connecting pipeline carriers and all other deliveries into and out of the Assets.

1.1.3. Provide twenty-four (24) hour daily coverage for (a) emergency line locate requests for the Assets, (b) unplanned maintenance call-outs for the Assets, (c) response to suspected damage or possible leaks for the Assets, and (d) system alerts and other issues for the Assets. Recipient shall maintain emergency contact lists and provide them to Provider.

1.1.5. With respect to the Assets, process state One-Call requests at the same level of services and coverage as immediately prior to the Term. Notifications will be made to Recipient's field personnel for follow-up when needed. Recipient shall maintain one-call field contact lists and provide them to Provider. If the Term expires prior to the date for implementation of the regulatory public awareness program, Recipient shall be responsible for distribution of the lists.

1.1.6. With respect to the Assets, provide SCADA systems support by providing maintenance of the Business and controller displays, and of the Business's SCADA computer and communications equipment.

1.2. Product Movements. Provider shall provide the following product movement services during the Term.

1.2.1. Accept nominations from shippers.

1.2.2. Develop daily schedules.

1.2.3. Communicate with connecting carriers to coordinate receipts, deliveries, and confirmations.

- 1.2.4. Provide measurement statements and details to Recipient as reasonably necessary for Recipient's integration efforts.
- 1.2.5. Coordinate gas measurements, taking into account shippers' needs, and maintenance needs.
- 1.2.6. Provide available gas measurements information on a monthly basis to Recipient's management and operations personnel.
- 1.2.7. Manage shipper questions or concerns regarding gas measurements and alert Recipient about material shipper issues needing further investigation.
- 1.2.8 Post data and manage the customer portal as applicable.

1.3. Volume Accounting. Provider shall provide the following volume accounting services during the Term for the Assets on a basis consistent with that immediately prior to the Term.

- 1.3.1. Monthly invoices to the Shippers.
- 1.3.2. Shipper Imbalance Statements.
- 1.3.3. OBA (Operational Balance Agreement) Imbalances.
- 1.3.4. Fuel, Loss, and Unaccounted-for charges made by on the shipper invoices.

2. Accounting Services.

Provider shall provide reasonable assistance to Recipient in transitioning all accounting services set forth in Sections 2.1 and 2.2 hereof from Provider's to Recipient's accounting team. Provider shall provide timely and reasonable access to knowledgeable employees and resources to answer accounting questions related to the Services set forth herein.

2.1. General Accounting Operations and Support.

- 2.1.1. Provider shall continue to complete all accounting services per Provider's daily, weekly, and monthly processes in place immediately prior to the Term, including, but not limited to: cash reconciliation, supplier payments, customer billing, account reconciliation, continued collection of customer receivables, and payment to fuel suppliers and vendors.
- 2.1.2. Provider shall prepare all non-operations regulatory and statutory reporting that are due during the Term, and Provider shall review and distribute the same to the parties designated by Recipient on a timely basis to meet monthly and quarterly reporting requirements.

- 2.1.3. Provider shall reconcile accounts receivable and accounts payable funds on behalf of the Recipient.
- 2.1.4. Provider shall timely process and send all customer invoices and process all payables, including utilities.
- 2.1.5. Provider shall create or collect source transactions and other accounting data.
- 2.1.6. Provider shall create and manage all authority for expenditure (AFE) processing.
- 2.1.7. Provider shall provide treasury services including processing payments to third party vendors by wire transfers on behalf of the Recipient and shall promptly be reimbursed by Recipient.
- 2.1.8. Provider shall provide reasonable assistance to Recipient resources on systems that will be utilized by Recipient or third parties for receiving/processing field data for accounting and financial reporting purposes.

2.2. Month End Close and Consolidation.

- 2.2.1. For general ledger accounting and transaction processing that continue to be maintained in Provider’s systems during the Term, Provider shall make available the monthly trial balance for the month of Closing and each month in the Term as soon as reasonably practicable. Such trial balances shall reflect and include those transactions described in Section 2.1 hereof.
- 2.2.2. Provider shall calculate, generate and distribute monthly customer statements.
- 2.2.3. Provider shall provide transactional reporting from its underlying systems as reasonably requested by Recipient during the Term.
- 2.2.4. Provider shall provide reasonable assistance to Recipient on existing month end processes, including, but not limited to:
 - 2.2.4.1. Customer required volumetric reports; and
 - 2.2.4.2. Invoicing requirements.

3. Control Room Monitoring.

Provide control room monitoring services, including compliances with established control room policies and procedures.

4. Provider IT Services.

4.1. Third-Party Software.

- 4.1.1. In order to provide certain of the Services, Provider agrees to use reasonable efforts, and Recipient (or its Affiliates) will

cooperate as may reasonably be requested, to procure, or cause to be procured, the consents or authorizations of Third Parties reasonably necessary to enable Provider to use on Recipient's (or its Affiliates') behalf, during the Term, the software owned by such Third Parties which has been used in the operation of the Assets immediately prior to the Term and is covered by licenses under which Provider (or its Affiliate) is a party (the "Shared Software") subject to Section 1.8 of the Agreement. For the avoidance of doubt, Shared Software includes not only software that is installed on computers or servers controlled by Provider, but also software that is hosted remotely by a third-party licensor/vendor and is provided through a network, such as software solutions that are commonly referred to as "software as a service" or cloud-based software solutions. To the extent any consents or authorizations are obtained by Provider in connection with such access and use of the Shared Software, Recipient acknowledges and agrees that such consents or authorizations obtained by Provider shall permit Provider to use on Recipient's (or its Affiliates') behalf, the Shared Software during the Term. If the Parties are unable to obtain any such consent or authorizations, the Parties shall, at Recipient's request, work together using Reasonable Efforts to obtain appropriate alternative software licenses. Recipient (or its Affiliates) shall comply in all regards with the terms of the Shared Software licenses.

4.1.2. For the avoidance of doubt, all Shared Software licenses shall be retained by the relevant licensee (Provider or its Affiliate) (notwithstanding the provision of Services hereunder) and all access to Provider's (or its Affiliates') proprietary network will be terminated at the end of the Term.

4.1.3. Recipient shall be responsible for all costs incurred by Provider (or its Affiliate) to procure such consents or authorizations in respect of Shared Software, including all consent, transfer, license, access, or activation fees in whatever form payable to Third Parties to secure such consents or authorizations; *provided* that Provider shall notify Recipient as soon as practicable in the event any third-party requests any such fees and Recipient shall have the right to refuse the consent and any payment responsibility associated with such consent; further provided that Provider shall provide Recipient as soon as practicable, following written request by Recipient, with copies of (a) the applicable licenses for the Shared Software, to the extent not prohibited by preexisting obligations of confidentiality or non-disclosure, *provided* that, if any license cannot be fully disclosed to Recipient due to confidentiality or nondisclosure restrictions, Provider will make partial disclosures of only those portions of such licenses pertaining to Provider's confidentiality obligations and the need to obtain the transition consents and authorizations described in Section 4.1.1 hereof to the extent permitted by such licenses; and (b) the relevant proposed consent and authorization documentation. If Recipient refuses any such consent, then, notwithstanding anything herein to the contrary, (A) Provider shall have no further obligation to procure or cause to be procured any consents or authorizations with respect to the Shared Software for which consent was refused; and (B) Provider shall cease use on Recipient's behalf of the relevant Shared Software as soon as practicable (in which case Provider shall be entitled to terminate without any liability to Recipient any of the Services requiring or supported by such Shared Software), or, as applicable, Recipient shall certify to Provider in writing that Recipient possesses its own license to use the relevant Shared Software and provide a copy of such license to Provider in

accordance with Section 1.8 of the Agreement.

4.1.4. At the end of the Term, the third-party consents or authorizations procured in accordance with this Agreement, and Recipient's ability to have such Shared Software used on its behalf, shall terminate. Upon such termination, Recipient, at Provider's request, will certify in writing to Provider that (a) Recipient's continued use of any such Shared Software to operate the Assets is only under separate licenses and rights obtained by Recipient; and (b) all other Shared Software for which such separate rights and licenses have not been obtained by Recipient has been de-installed.

4.1.5. Except as otherwise provided in this Agreement, Provider (or its Affiliate, as applicable) shall not be obligated to seek or procure for Recipient any rights or benefits under any license of third-party software with respect to the Services or to procure any replacement software where their respective rights are impacted or terminated by the relevant licensors during the relevant period.

4.1.6. Provider may, in its sole discretion and subject to applicable contractual constraints, elect to assign to Recipient those third-party IP Contracts governing the use of software that was used exclusively by or for the Assets (if any).

4.2. Data.

4.2.1. Upon Recipient's written request, Provider shall provide to Recipient reasonable data and information that relates exclusively to the Assets from Provider's ERP, Revenue, Incident Reporting, SCADA, ACM, OSI, Pi, and any other system related to the operation of the Asset.

4.2.2. All provision of the data referred to in Section 4.2.1 hereof shall be in accordance with the provisions this Agreement and coordinated with the transition of operations in order to avoid data corruption and redundancy.

4.2.3. If Recipient requests that any data be provided in a specific format different from the format in which such data resides on Provider's systems, Provider may elect (i) to provide data in such requested format or (ii) provide data in its original format in which case Recipient shall be responsible for any conversion. If Provider elects option (i), Recipient shall bear all costs incurred by Provider in converting the data or having the data converted into the requested format.

4.3. Provider will facilitate, at the cost of Recipient, SCADA data services for the Business. Recipient will use Reasonable Efforts to engage an alternative provider if needed to incorporate SCADA field devices into Recipient's network.

5. Land, Right of Way, Permits.

5.1. Reasonable assistance as requested for assistance transferring electronic or hard-copy land-related filed to Recipient, all at Recipient's cost.

6. Other Technical Support.

6.1. Assist in preparation of state and federal annual reporting, incident reports, and audit findings that are due during the Term.

7. Regulatory Support

7.1. Provide support for FERC and other federal and state regulatory reports that are due during the Term.

7.2. Provide support for the compliance of Recipient with the requirements of FERC (including tariff filings and other reports), and other federal and state regulatory agencies.

**SXE DISCLOSURE SCHEDULE
TO
ASSET PURCHASE AGREEMENT**

This document and the appendices hereto (each of which is incorporated by reference herein) constitute the “SXE Disclosure Schedule” (the “**Disclosure Schedule**”) and is being delivered pursuant to the Asset Purchase Agreement (the “**Agreement**”), dated as of September 11, 2019, by and among Southcross Energy Partners, L.P., a Delaware limited partnership (“**Southcross**”), the Subsidiaries of Southcross listed on the signature pages thereto (collectively, the “Southcross Entities” and together with Southcross, the “**Sellers**”, and, each individually, a “**Seller**”), Southcross Energy Partners GP, LLC, a Delaware limited liability company, solely with respect to Section 2.01, Section 8.04 and Article 13 of the Agreement, and Magnolia Infrastructure Holdings, LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. Sellers and Buyer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

The Disclosure Schedule is arranged in sections corresponding to those contained in the Agreement merely for convenience, and the disclosure of an item in one section or subsection of the Disclosure Schedule as an exception to any particular covenant, representation or warranty shall be deemed adequately disclosed as an exception with respect to all other covenants, representations or warranties, notwithstanding the presence or absence of an appropriate section or subsection of the Disclosure Schedule with respect to such other covenants, representations or warranties or an appropriate cross-reference thereto, in each case to the extent relevancy of such disclosure to such other covenants, representations or warranties is reasonably apparent on the face of such disclosure that such disclosed information is applicable thereto. The inclusion of any matter in any Disclosure Schedule will be deemed to be a disclosure in all other Disclosure Schedules, without the need for repetition or cross reference, to the extent that the relevance of such disclosure to the other Disclosure Schedules is reasonably apparent on its face. The inclusion of any matter in the Disclosure Schedule will not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of the Agreement. The disclosure of any particular fact or item in the Disclosure Schedule will not be deemed an admission as to whether the fact or item is “material” or would constitute a “Material Adverse Effect.” The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Disclosure Schedule is not intended to imply that such amounts (or higher or lower amounts) are or are not material. Capitalized terms used in the Disclosure Schedule, unless otherwise defined therein, shall have the meanings assigned to them in the Agreement.

The Disclosure Schedule is qualified in its entirety by reference to the specific provisions of the Agreement and is not intended to constitute, and shall not be construed as constituting, representations, warranties, covenants or agreements of the Sellers, except as and to the extent provided in the Agreement.

Headings have been inserted in each section of the Disclosure Schedule for convenience of reference only and shall not have the effect of amending or changing the express description of any sections as set forth in the Agreement.

Schedule 1.01(a)

Southcross Entities

1. Southcross Energy Finance Corp.
2. Southcross Energy Operating, LLC
3. Southcross Energy GP LLC
4. Southcross Energy LP LLC
5. Southcross Gathering Ltd.
6. Southcross CCNG Gathering Ltd.
7. Southcross CCNG Transmission Ltd.
8. Southcross Marketing Company Ltd.
9. Southcross NGL Pipeline Ltd.
10. Southcross Midstream Services, L.P.
11. Southcross Mississippi Industrial Gas Sales, L.P.
12. Southcross Mississippi Pipeline, L.P.
13. Southcross Gulf Coast Transmission Ltd.
14. Southcross Mississippi Gathering, L.P.
15. Southcross Delta Pipeline LLC
16. Southcross Alabama Pipeline LLC
17. Southcross Nueces Pipelines LLC
18. Southcross Processing LLC
19. FL Rich Gas Services GP, LLC
20. FL Rich Gas Services, LP
21. FL Rich Gas Utility GP, LLC
22. FL Rich Gas Utility, LP
23. Southcross Transmission, LP

24. T2 EF Cogeneration Holdings LLC
25. T2 EF Cogeneration LLC

Schedule 1.01(b)

Sellers' Knowledge

1. William Boyer
2. Greg Hood
3. Michael Howe
4. James W. Swent
5. John Trull

Schedule 1.01(c)

Buyer's Knowledge

1. Jake Erhard
2. Christine Miller

Schedule 2.05(a)

Desired 365 Contracts

1. Annex A is hereby incorporated by reference.
2. The Gas Sales Agreement between Southcross Marketing Company Ltd. and Cooperative Energy, as amended, dated June 3, 2009, to be terminated effective January 1, 2020 in accordance with the Termination Notice letter dated September 4, 2019 and to be replaced with the Gas Transportation Agreement between Southcross Mississippi Pipeline, L.P. and Cooperative Energy, dated as of January 1, 2020.

Schedule 5.03

Governmental Authorizations; No Conflict

The consummation of the transactions contemplated by the Agreement will require consent of the counterparties for the following contracts and triggers default termination rights under such contracts:

1. The consummation of the transactions contemplated by the Agreement will trigger consent rights of, or notice to, the Federal Communications Commission regarding the following:

FCC Registration Number	License	Name	Radio Service
0007772940	WPZK593	Southcross CCNG Gathering Ltd.	MG
0007772940	WPZY220	Southcross CCNG Gathering Ltd.	MG

2. The consummation of the transactions contemplated by the Agreement will require consent of the Mississippi Public Services Commission regarding Southcross Mississippi Industrial Gas Sales, L.P.'s Mississippi Public Services Commission Certificate of Public Convenience and Necessity.

3. The consummation of the transactions contemplated by the Agreement will require notice to the Alabama Public Service Commission regarding Southcross Alabama Gathering System, L.P.'s Alabama Public Services Commission Certificate of Public Convenience and Necessity.

Schedule 5.04(a)

Proposed Assumed Contracts Schedule

1. Annex A is hereby incorporated by reference.
2. The Retention Agreement between John Trull and Southcross Energy Partners GP, LLC, dated as of February 11, 2019 (which for the avoidance of doubt will not be assumed by Buyer).
3. Item 2 under Schedule 2.05(a) is hereby incorporated by reference.

Schedule 5.04(c)

Certain Material Contracts

(i)

1. Firm Gas Storage Contract, dated as of November 1, 2005, by and between Gulf South Pipeline Company LP and Southcross Mississippi Pipeline, L.P.

(ii)

None.

Schedule 5.06

Compliance with Laws; Permits

1. The Alabama Tax Authority (represented by Avenu Insights and Analytics) has assessed a business license tax against Southcross Alabama Pipeline LP.

Schedule 5.07

Intellectual Property

(a)

None.

Schedule 5.08

Legal Proceedings

1. Item 1 under Schedule 5.06 is hereby incorporated by reference.

Schedule 5.12

Title

(a)(i)

SXE Entity	Document Title	County, State	Grantor	Short Legal Description
Southcross Alabama Pipeline LLC	Unknown	Fayette, AL	Unknown	Lots 230 & 230A of Fayette SD, located in N2 NE4, Section 7, Township 16 South, Range 12 West, Fayette County, Alabama. Fayette Field Office.
Southcross Alabama Pipeline LLC	Unknown	Fayette, AL	Unknown	Lots 229 of Fayette SD, located in N2 NE4, Section 7, Township 16 South, Range 12 West, Fayette County, Alabama. Fayette Field Office.
Southcross Alabama Pipeline LLC	Warranty Deed	Pickens, AL	Robert K. Martin, a married man and Gracie J. Martin, a married woman	1 acre, more or less in SW4 of SW4, Section 20, Township 19 South, Range 13 West, Pickens County, Alabama. Gordo Compressor Site.
Southcross Alabama Pipeline LLC	Warranty Deed	Pickens, AL	Robert K. Martin and wife, Gracie Martin	1 acre, more or less in NE corner of SW4 of SW4, Section 20, Township 19 South, Range 13 West, Pickens County, Alabama. Angi Compressor Site.
Southcross Alabama Pipeline LLC	Warranty Deed	Pickens, AL	William E. Grammer and wife, Janice C. Grammer, Eleanor M. Grammer a widow, Hugh W. Grammer and wife, Audrey W. Grammer, and Lee Grammer Costello and husband, John J. Costello	3 acres, more or less in NE4, Section 22, Township 20 South, Range 13 West, Pickens County, Alabama. Gordo Field Office.
Southcross Mississippi Pipeline, L.P.	Warranty Deed	Jasper, MS	Weldon McClellan and wife, Evelyn McClellan	3 acres, more or less, being in NW4 of NE4, Section 24, Township 1 North, Range 12 East, Jasper County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Deed	Marion, MS	Cornerstone Natural Gas, Inc., (fka Endevco, Inc.), successor by merger to Angic, Inc. (fka Cornerstone Natural Gas Company) and Mississippi Fuel Company	Land and building on 1.74 acres, more or less, in E2 SW4 NE4, Section 20, Township 4 North, Range 18 West, Marion County, Mississippi.

SXE Entity	Document Title	County, State	Grantor	Short Legal Description
Southcross Energy, LLC	Warranty Deed	Rankin, MS	Joe R. Bethany and wife, Jeanette Smith Bethany	3 acres, more or less, in SE4, Section 19, Township 3 North, Range 2 East, Rankin County, Mississippi.

(b)(i)

SXE Entity	County, State	Original Lessor	Lease Term	Short Legal Description
Southcross Alabama Pipeline LLC	Fayette, AL	J B Taylor and wife, Darlene Taylor	3/1/2014 - 2/28/2024	A tract or parcel of land being 400' x 200', more or less, located in the NE4 NW4 and NW4 NE4, Section 7, Township 16 South, Range 13 West, Fayette County, Alabama.
Southcross Mississippi Pipeline, L.P.	Jasper, MS	Beatrice N Brown	9/16/1987 - 9/16/2027	A 1.01 acre site in the SW4 NE4, Section 20, Township 1 North, Range 13 East, Jasper County, Mississippi.
Southcross Mississippi Pipeline, LP	Jefferson Davis, MS	Leslie Lucas Gallagher/Gina Lucas/Emilie Joshi	7/12/2002 - 7/11/2022	A 250' x 330' surface site in the SE4 SE4 of Sec 7, and NE4 NE4 of Sec 18, T7N, R19W, Jefferson Davis County, MS.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	Rodney Blackwell	2/14/2008 - 2/13/2023	A 0.39 acre site located in SW4 SW4, Section 7, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	David L Waits et al	12/10/2001 - 12/9/2021	A 250' x 330' site located in SE4 SE4, Section 7 and the NE4 NE4, Section 18, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	David L Waits et al	9/14/2004 - 9/13/2024	A 150' x 150' site located in SE4 SE4, Section 7, Township 9 North, Range 19 West, Jefferson Davis County, Mississippi. Compressor equip sold in 2019. As of 8/21/19, equipment has not been removed. SXE is currently in process of renewing for a 3rd term.

SXE Entity	County, State	Original Lessor	Lease Term	Short Legal Description
Southcross Mississippi Pipeline, LP	Jefferson Davis, MS	Keith Daughdrill and wife, June Daughdrill; and Rowland Dyess and wife, Wanda Dyess	1/1/2007 - 12/31/2021	A 0.87 acre site located in SW4 of NW4, Section 25, Township 6 North, Range 18 West, Jefferson Davis County, Mississippi. Compressor equip sold in 2019. As of 8/21/19, equipment has not been removed from site. If buyer wishes to retain site, payment will be due in Jan 2020. Paragraph 5 in document states that once equipment is removed, agreement terminates.
Southcross Mississippi Pipeline, LP	Jones, MS	Ione Dossett	12/1/2010 - 11/30/2020	A 255' x 255' site in NW4 SE4, Section 26, Township 6 North, Range 14 West, Jones County, Mississippi.
Southcross Mississippi Pipeline, LP	Lawrence, MS	Commercial Communications LLC	4/1/2004 - NA	Communication tower space rental for the installation, operation and maintenance of antenna and equipment for Monticello Tower, Hwy 27S, Lawrence County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Rankin, MS	Otho Otto Sisson Jr et ux	9/15/1995 - 9/15/2035	A 2 acre site located in SE4 NW4, Section 27, Township 3 North, Range 3 East, Rankin County, Mississippi.
Southcross Mississippi Pipeline, LP	Rankin, MS	Janice S. Champlin	7/16/2015 - 7/15/2020	Lease of building and grounds located at 117 Metroplex Blvd., Pearl, MS 39208; renewal of original lease dated and signed in July, 2005.
Southcross Mississippi Pipeline, LP	Smith, MS	Sue Jenkins	10/24/2002 - 10/23/2022	A 212' x 212' (1.03 acres) site located in SE4 SE4, Section 30, Township 2 North, Range 9 East, Smith County, Mississippi.
Southcross Mississippi Pipeline, LP	Yazoo, MS	Otto Browning, Jr., by Laurie Browning, as Attorney-In-Fact	4/10/2009 - 4/9/2024	A 1.07 acre site located in NW4 NW4 and NE4 NW4, Section 14, Township 11 North, Range 3 West, Yazoo County, Mississippi.

(b)(ii)

None.

(c)

None.

(d)

SXE Entity	County, State	Obligation Payee	Lease Term	Short Legal Description
Southcross Mississippi Pipeline, L.P.	Mississippi	David L Waits; Anthony Waits	9/14/2004 - 9/14/2019	A 150' x 150' site located in SE4 SE4, Section 7, Township 9 North, Range 19 West, Jefferson Davis County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Smith, MS	Jennifer Cooley	10/24/2002 - 10/23/2022	A 212' x 212' (1.03 acres) site located in SE4 SE4, Section 30, Township 2 North, Range 9 East, Smith County, Mississippi.
Southcross Alabama Pipeline LLC	Lamar, AL	Luxapalila Valley Railroad, Inc.	11/24/1992 - NA	Railroad crossing permit 50103 at Millport, AL.
Southcross Alabama Pipeline LLC	Lamar, AL	Luxapalila Valley Railroad, Inc.	11/24/1992 - NA	Railroad crossing permit 50104 at Millport, AL.
Southcross Mississippi Pipeline, L.P.	Jones, MS	Ione Stevison (formerly Dossett)	12/1/2010 - 11/30/2020	A 255' x 255' site in NW4 SE4, Section 26, Township 6 North, Range 14 West, Jones County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	Keith Daughdrill; Wanda Dyess	1/1/2007 - 12/31/2021	A 0.87 acre site located in SW4 of NW4, Section 25, Township 6 North, Range 18 West, Jefferson Davis County, Mississippi.
Southcross Alabama Pipeline LLC	Fayette, AL	J B Taylor and Darlene Taylor	3/1/2014 - 3/1/2024	A tract or parcel of land being 400' x 200', more or less, located in the NE4 NW4 and NW4 NE4, Section 7, Township 16 South, Range 13 West, Fayette County, Alabama.
Southcross Mississippi Pipeline, L.P.	Lawrence, MS	Commercial Communications	4/1/2004 - NA	Communication tower space rental for the installation, operation and maintenance of antenna and equipment for Monticello Tower, Hwy 27S, Lawrence County, Mississippi.
Southcross Delta Pipeline LLC	Yazoo, MS	Eagle Bend I, LLC (formerly Otto Browning)	4/10/2009 - 4/9/2019	A 1.07 acre site located in NW4 NW4 and NE4 NW4, Section 14, Township 11 North, Range 3 West, Yazoo County, Mississippi.

SXE Entity	County, State	Obligation Payee	Lease Term	Short Legal Description
Southcross Mississippi Pipeline, L.P.	Warren, MS	Vicksburg-Warren County School District	5/19/1987 - 5/19/2037	
Southcross Mississippi Pipeline, L.P.	Hinds, MS	Kansas City Southern Railway	6/10/2015 - 6/10/2025	Railroad permit 100004813 to cross tracks at Clinton, MS.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	Janice S. Champlin et al	7/15/2005 - 7/14/2016	Mississippi office lease - handled by regional offc.
Southcross Mississippi Pipeline, L.P.	Jefferson Davis, MS	Leslie Lucas Gallagher/Gina Lucas/Emilie Joshi	7/12/2002 - 7/12/2022	A 250' x 330' surface site in the SE4 SE4 of Sec 7, and NE4 NE4 of Sec 18, T7N, R19W, Jefferson Davis County, MS.
Southcross Mississippi Pipeline, L.P.	Marion, MS	Illinois Central Gulf Railroad Company ICG-4473 2070/3006549	8/11/1975 - NA	RR Crossing at Foxworth, MS. ICG-4473
Southcross Alabama Pipeline LLC	Alabama	State of Alabama Department of Conservation (SPR 11-05-03)	10/3/2010 - 10/2/2020	The water bottoms of Sipseey River, one mile downstream of Newtonville Rd, in Sec 34, T17S, R12W, in Fayette County, Alabama.
Southcross Alabama Pipeline LLC	Alabama	State of Alabama Dept of Conservation & Natural Resources Division of State Lands (SPR 11-05-05)	10/3/2010 - 10/2/2020	The water bottoms of Luxapilliala Creek at the Belk Hwy at Belk, located in Sec 9, T16S, R13W in Fayette County, Alabama.
Southcross Alabama Pipeline LLC	Alabama	State of Alabama Department of Conservation (SPR 11-05-04) North River at Moore's Bridge	10/3/2010 - 10/2/2020	The water bottoms of North River at Moore's Bridge in Sec 17, T18S, R10W, Tuscaloosa County, Alabama.
Southcross Alabama Gathering System, L.P.	Fayette, AL	Luxapalila Valley Railroad Company	9/24/1990 - NA	RR Crossing at Belk, AL. Contract 50105.

SXE Entity	County, State	Obligation Payee	Lease Term	Short Legal Description
Southcross Mississippi Pipeline, L.P.	Smith, MS	Eloise L., Timothy & Douglas Hancock & Kimberly Craft c/o Trustmark Bank	9/23/1989 - NA	
Southcross Mississippi Pipeline, L.P.	Rankin, MS	Illinois Central Railroad Company CN	9/22/1972 - NA	RR crossing at Rankin, MS. ICG-213-P3696
Southcross Mississippi Pipeline, L.P.	Mississippi	David L Waits; Anthony Waits	12/10/2001 - 2/9/2021	A 250' x 330' site located in SE4 SE4, Section 7 and the NE4 NE4, Section 18, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Mississippi	Rodney Blackwell (confirm ownership)	2/14/2008 - 2/13/2023	A 0.39 acre site located in SW4 SW4, Section 7, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
Southcross Mississippi Pipeline, L.P.	Mississippi	Board of Trustees of the Vicksburg Warren School District	3/19/1998 - 3/19/2023	
Southcross Mississippi Pipeline, L.P.	Mississippi	Beatrice N Brown (confirm ownership)	9/16/1987 - 9/16/2027	A 1.01 acre site in the SW4 NE4, Section 20, Township 1 North, Range 13 East, Jasper County, Mississippi.
Southcross Delta Pipeline LLC	Mississippi	Yazoo County Board of Education	4/30/2009 - 4/29/2034	
Southcross Mississippi Pipeline, L.P.	Mississippi	Otho Otto Sisson Jr et ux (confirm ownership)	9/15/1995 - 9/15/2035	A 2 acre site located in SE4 NW4, Section 27, Township 3 North, Range 3 East, Rankin County, Mississippi.

(h)

The items under Schedule 5.15 are hereby incorporated by reference.

Schedule 5.13

Sufficiency of the Assets; Casualty Losses

(b)

The following assets/services are currently provided on an enterprise-wide basis under the Contracts listed on Annex B and, except as set forth in the Transition Services Agreement, will not be provided by Sellers to Buyer after the Closing:

- Lease agreements for offices in Texas
- Personnel retention agreements
- Auto fleet arrangements for leased vehicles with the following counterparties:
 - Automotive Rentals, Inc.
 - Enterprise Fleet Management, Inc.
 - Enterprise Fm Trust
 - WEX Fleet Universal
- Office security agreements for offices in Texas
- Agreements with phone and internet providers, including AT&T and Time Warner Cable
- Employment services agreements with staffing companies and employment agencies
- Agreements for accounting systems with Quorum and Trilogy
- Agreements with accounting and tax professionals for property, tax and accounting auditing services
- Master commercial agreements for the purchase/sale of gas that are used to balance the system (each transaction requires a separate trade confirmation) with the following counterparties:
 - Bp Energy Company
 - Centerpoint Energy Resources Corp.
 - Conocophillips Company
 - Florida Gas Utility
 - Florida Public Utilities Company
 - Interconn Resources, LLC
 - Sequent Energy Management, L. P.
 - South Jersey Resources Group LLC
 - Tenaska Marketing Ventures
 - Texla Energy Management Inc
 - The Energy Authority Inc
 - Total Gas & Power North America, Inc.
 - Upstream Energy Services LLC
- Employee benefits agreement with Principal Life Insurance Company
- Equipment rental and lease agreements with Verity Group and De Lage Landen Financial Services, Inc.
- Electrical service agreement with Reliant Energy Retail Services, LLC

- IT consulting agreement with Remote Operating Center, LLC

Schedule 5.14

Insurance

1.

Underwriter	Policy Number	Policy Term	Limits of Liability
Everest National Insurance Company	EN4GL00252-181	11/01/2018 - 11/01/2019	Each Occurrence: \$1,000,000 Personal & Advertising Injury: \$1,000,000 General Aggregate: \$2,000,000 Products-Completed Ops Agg: \$2,000,000 Damage to Premises Rented to You: \$100,000 Medical Expense Limit: \$10,000
Everest National Insurance Company	EN4CA00277-181	11/01/2018 - 11/01/2019	Liability: \$1,000,000 PD: ACV or Cost to Repair, whichever is less (Autos 2014 & Newer)
National Fire & Marine Ins. Co.	42UMO10003606	11/01/2018 - 11/01/2019	Each Occurrence: \$10,000,000 General Aggregate: \$10,000,000 Products/Completed Ops Aggregate: \$10,000,000
Westchester Fire Insurance Company	G46797425002	11/01/2018 - 11/01/2019	Each Occurrence/Aggregate: \$15,000,000 Excess of \$10MM Underlying
Ohio Casualty Insurance Company	ECO1958073368	11/01/2018 - 11/01/2019	Each Occurrence/Aggregate: \$25,000,000 Excess of \$25MM Underlying
AXIS Insurance Company	P00100005424101	11/01/2018 - 11/01/2019	\$25,000,000 Each Occurrence \$25,000,000 General Aggregate \$25,000,000 Products & Completed Operations
RSUI Indemnity Company	NHA084607	11/01/2018 - 11/01/2019	Each Occurrence/Aggregate: \$25,000,000 Excess of \$75MM Underlying
AEGIS Ltd.	PO5778001P	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$350,000,000 (9.5% participation) Subject to sub-limits shown in the policy
Ace American Insurance Co	EPRN1 43 26 83 2	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$350,000,000 (25% participation) Subject to sub-limits shown in the policy

Underwriter	Policy Number	Policy Term	Limits of Liability
XL Insurance America, Inc.	US00067688PR18A	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$350,000,000 (15% participation) Subject to sub-limits shown in the policy
Zurich American Insurance Company	OGR 0222656-02	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$350,000,000 (4% participation) Subject to sub-limits shown in the policy
UND AT Lloyds/Certain Other	ME1806342	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$350,000,000 (29% Quota Share Participation) Subject to sub-limits shown in the policy
Lloyd's	ME1806344	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$325,000,000 (9.5% Participation) excess of \$25,000,000
Lloyd's	ME1806395	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$25,000,000 (Quota Share 9.5% Participation) Subject to sub-limits shown in the policy
Lloyd's	ME1806343	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$10,000,000 (2.5% Participation) Subject to sub-limits shown in the policy
Lloyd's	ME1806345	11/01/2018 - 11/01/2019	Per Occurrence and in the Annual Aggregate separately as respects Flood and Earthquake: \$340,000,000 (2.5% Participation) excess of \$10,000,000

Underwriter	Policy Number	Policy Term	Limits of Liability
Illinois Union Insurance Co.	PPLG24545386002	11/08/2015 - 11/08/2019	A. \$10,000,000 - Per Pollution Condition or Indoor Environmental Condition Limit of Liability B. \$10,000,000 - Total Policy and Program Aggregate Limit of Liability for all Pollution Conditions and Indoor Environmental Conditions
Hartford Underwriters Ins. Co.	21 WEH WQ0077	12/31/2018 - 12/31/2019	Coverage A-Statutory Coverage B: Bodily Injury By Accident (Each Accident): \$1,000,000 Bodily Injury by Disease (Policy Limit): \$1,000,000 Bodily Injury by Disease (Each Employee): \$1,000,000
QBE Insurance Corporation	QPL0493660	04/13/2018 - 04/13/2020	A. Loss from Insuring Clauses A, B, C, \$10,000,000 in the aggregate B. Securityholder Derivative Demand Investigation Limit \$500,000
AEGIS	DX5707402P	04/13/2018 - 04/13/2020	\$10,000,000
XL Specialty Insurance Com	ELU154826-18	04/13/2018 - 04/13/2020	\$10,000,000
Endurance American Insurance Company	DOX10010979201	04/13/2018 - 04/13/2020	Limit of Liability \$5,000,000; Underlying Limit \$30,000,000
Lloyd's of London	B0509FINMW1800193	04/13/2018 - 04/13/2020	A. Original Limit USD 15,000,000 in the aggregate B. Single Claim Limit: USD 15,000,000 each Single Claim C. Reinstated Limit: USD 15,000,000 in the aggregate D. Second Reinstated Limit: USD 15,000,000 in the aggregate E. Limit for Policyholder Board Access Costs: USD 1,000,000 in the aggregate

Underwriter	Policy Number	Policy Term	Limits of Liability
Lloyd's of London	B0509FINMW18007 47	07/01/2018 - 04/13/2020	\$5,000,000
Illinois National Insurance Company	01-615-81-87	07/13/2018 - 10/13/2019	\$5,000,000
Travelers Casualty and Surety Co. of Am	105857121	07/13/2018 - 10/13/2019	\$5,000,000
Illinois National Insurance Company	01-615-81-84	07/13/2018 - 10/13/2019	\$5,000,000

2. The Sellers have no material claims outstanding under the insurance policies related to the Business and no carrier has denied coverage of any material claim.

Schedule 5.15

Security Arrangements

1. Letters of credit:

Beneficiary	Issuing Bank	LC Number	Amount	Amendment/ Extension	Maturity
BP Energy Company	UBS	PENDING	\$1,000,000	-	12/30/219
Cokinos Energy Corporation	UBS	WALI-A08046-1MIR	\$1,000,000	07/26/19	12/01/19
Denbury Onshore, LLC	Wells Fargo	IS000026206U	\$500,000	05/13/19	10/01/19
NextEra Energy Resources	UBS	PENDING	\$1,000,000	-	12/30/19
Sequent Energy Management	UBS	PENDING	\$750,000	-	12/30/19
Southern Energy Corp.	UBS	WALI-A08017-1MIR	\$1,000,000	06/03/19	10/01/19
Tellus Operating Group, LLC	UBS	WALI-A08015-1MIR	\$1,000,000	05/31/19	10/01/19
Urban Oil & Gas Group, LLC	Wells Fargo	IS000023247U	\$2,500,000	05/13/19	10/01/19
Southeast Supply Header, LLC (SESH)	Wells Fargo	IS0454127U	\$400,000	05/13/19	10/01/19
Texas Eastern Transmission, LP (TETCO)	Wells Fargo	IS0454126U	\$250,000	05/13/19	10/01/19
Transcontinental Gas Pipe Line Company, LLC	UBS	WALI-A07521-1MIR	\$150,000	05/02/19	10/01/19
JP Morgan Chase Bank, N.A.	Wells Fargo	IS0459146U	\$500,000	05/13/19	10/01/19
WEX Bank	Wells Fargo	IS000089929U	\$60,000	07/10/19	10/01/19

2. Guarantees

- a. Senior Secured Superpriority Priming Debtor-In-Possession Credit Agreement dated as of April 3, 2019 among Southcross Energy Partners, L.P., a Debtor and a Debtor-in-Possession, as Borrower, Wilmington Trust, National Association, as DIP Agent, The Issuing Banks Party thereto and the Lenders Party thereto (the “DIP Credit Agreement”).
 - i. Guarantors: each Subsidiary (as defined in the DIP Credit Agreement) of Southcross Energy Partners, L.P.
 - ii. Principal Amount Outstanding (as of May 9, 2019): \$196,880,000

- iii. Maturity Date: earliest of: (a) October 1, 2019, (b) the effective date of any confirmed Acceptable Plan or any other Chapter 11 Plan of the Loan Parties; (c) the date on which all or substantially all of the assets of the Loan Parties are sold in a sale under a chapter 11 plan or pursuant to Section 363 of the Bankruptcy Code and (d) the acceleration of the maturity of the Loans upon the occurrence of any Event of Default (all capitalized terms as defined in the DIP Credit Agreement).
- b. Third Amended and Restated Revolving Credit Agreement dated as of August 4, 2014 among Southcross Energy Partners, L.P., as Borrower, Wells Fargo Bank, N.A., as Administrative Agent, UBS Securities LLC and Barclays Bank PLC, as Co-Syndication Agents, JPMorgan Chase Bank, N.A., as Documentation Agent, and the Lenders Party thereto (the “Revolver”).
 - i. Guarantors: Southcross Gulf Coast Transmission Ltd., Southcross Marketing Company Ltd., Southcross NGL Pipeline Ltd., Southcross Gathering Ltd., Southcross Mississippi Industrial Gas Sales, L.P., Southcross Delta Pipeline LLC, Southcross Processing LLC, Southcross Nueces Pipelines LLC, Southcross Alabama Pipeline LLC, Southcross Energy Finance Corp., FL Rich Gas Services GP, LLC, FL Rich Gas Services, LP, FL Rich Gas Utility GP, LLC, TexStar Transmission, LP, FL Rich Gas Utility, LP, and any other Subsidiary who guarantee Secured Obligations (both as defined in the Revolver).
 - ii. Principal Amount Outstanding (as of May 9, 2019): \$81,293,000
 - iii. Maturity Date: August 4, 2019
 - c. Term Loan Credit Agreement dated as of August 4, 2014 among Southcross Energy Partners, L.P., as Borrower, Wells Fargo Bank, N.A., as Administrative Agent, UBS Securities LLC and Barclays Bank PLC, as Co-Syndication Agents, and the Lenders Party thereto (the “Term Loan”).
 - i. Guarantors: Southcross Energy Operating, LLC, Southcross Energy LP LLC, Southcross Energy GP LLC, Southcross Mississippi Pipeline, L.P., Southcross Mississippi Gathering, L.P., Southcross Alabama Gathering System, L.P., Southcross Midstream Services, L.P., Southcross CCNG Gathering Ltd., Southcross CCNG Transmission Ltd., Southcross Gulf Coast Transmission Ltd., Southcross Marketing Company Ltd., Southcross NGL Pipeline Ltd., Southcross Gathering Ltd., Southcross Mississippi Industrial Gas Sales, L.P., Southcross Delta Pipeline LLC, Southcross Processing LLC, Southcross Nueces Pipelines LLC, Southcross Alabama Pipeline LLC, Southcross

Alabama Pipeline LLC, Southcross Energy Finance Corp., FL Rich Gas Services GP, LLC, FL Rich Gas Services, LP, FL Rich Gas Utility GP, LLC, TexStar Transmission, LP, FL Rich Gas Utility, LP, and any Subsidiaries who guarantee Secured Obligations (both as defined in the Term Loan).

ii. Principal Amount Outstanding (as of May 9, 2019): \$309,418,000

iii. Maturity Date: August 4, 2021

d. Three guarantees from Southcross Energy Partners, L.P. to Swift Energy Operating, LLC, effective January 1, 2014

3. Notes

a. Senior Unsecured Notes issued by Southcross Energy Partners, L.P. to various funds controlled by EIG Global Energy Partners, LLC and Tailwater Capital LLC (the “Notes”).

i. Individual Funds: EIG Energy Fund XIV, L.P., EIG Energy Fund XIV (Cayman), L.P., EIG Energy Fund XIV-B, L.P., EIG Energy Fund XV, L.P., EIG Energy Fund XV (Cayman), L.P., EIG Energy Fund XV-A, L.P., EIG Energy Fund XV-B, L.P., TW Southcross Sidecar II LP, and TW Southcross Sidecar II (N-QP) LP

ii. Guarantors: Each of the Obligors thereto (as defined in the Notes)

iii. Principal Amount Outstanding (as of May 9, 2019): \$17,383,000

iv. Maturity: November 5, 2019

Schedule 5.16

Regulatory Status

1. The following intrastate pipelines have authority under NGPA to conduct certain interstate transportation and a statement of operating conditions on file with FERC: Southcross Alabama Pipeline LLC and Southcross Mississippi Pipeline, L.P. Any intrastate transportation by the latter company is exempt from Mississippi Public Service Commission rate jurisdiction under Miss. Code Ann. § 77-11-301 *et seq.* (2009).

2. Southcross Mississippi Industrial Gas Sales, L.P. is a Mississippi utility for state regulatory purposes. The Mississippi Public Service Commission, therefore, must approve the transfer of control of this company. Southcross Mississippi Industrial Gas Sales, L.P. does not engage in interstate transportation of natural gas and therefore is not regulated by FERC.

Schedule 5.17

Taxes

1. Item 1 under Schedule 5.06 is hereby incorporated by reference.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Schedule 6.03

Government Authorizations; No Conflict

None.

Schedule 7.02

Operations Prior to the Closing Date

None.

Schedule 8.03(c)

Sellers Credit Obligations

None.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Annex A

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
1	2W Energy Operating (formerly BHCC)	Southcross Mississippi Pipeline, L.P.	102 Torrey Pines Lufkin, TX 75901	Facility/Site Agreement	Facility & Sites - Pearl River County - Effective Date: 10/09/2006
2	2W Energy Partners, LLC	Southcross Marketing Company Ltd.	102 Torrey Pines Lufkin, TX 75901	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2006
3	Alabama Gas Venture #1	Southcross Alabama Pipeline LLC	3120 Sw Frwy., Suite 300 Houston, TX 77098	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
4	American Midstream (Mississippi) LLC	Southcross Marketing Company Ltd.	2103 Citywest Blvd., Suite 800 Building #4 Houston, TX 77042	Commercial Gas Agreement	Master buy/sell agreements
5	American Midstream(AI Intrastate) LLC	Southcross Alabama Pipeline LLC	1400 16Th Street, Suite 310 Denver, CO 80202-5994	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 12/01/2014
6	Arp Production Company LLC	Southcross Marketing Company Ltd.	3500 Massillon Road, Suite 100 Uniontown, OH 44685	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 02/01/2014
7	Atmos Energy Corporation	Southcross Marketing Company Ltd.	P.O. Box 223705 Dallas, TX 75222-3705	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 11/01/2005
8	Avad Operating, LLC	Southcross Marketing Company Ltd.	500 N. Akard Street, Suite 2860 Dallas, TX 75201	Commercial Gas Agreement	Sales Agreement - Effective Date: 02/01/2014
9	Betsy Production Company, Inc.	Southcross Alabama Pipeline LLC	P.O. Box 308 Magnolia, AR 71754	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2004
10	Black Rock Operating, LLC	Southcross Alabama Pipeline LLC	P O Box 519 Fayette, AL 35555	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2010
11	Black Rock Operating, LLC	Southcross Alabama Pipeline LLC	P O Box 519 Fayette, AL 35555	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
12	Black Warrior Methane Corp	Southcross Alabama Pipeline LLC	16243 Hwy 216 Brookwood, AL 35444	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2018
13	Carl E. Gungoll Exploration, LLC	Southcross Marketing Company Ltd.	9520 N. May Avenue, Suite 200 Oklahoma City, OK 73120	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 12/01/2003
14	Carl E. Gungoll Exploration, LLC	Southcross Marketing Company Ltd.	9520 N. May Avenue, Suite 200 Oklahoma City, OK 73120	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
15	Carl E. Gungoll Exploration, LLC	Southcross Marketing Company Ltd.	9520 N. May Avenue, Suite 200 Oklahoma City, OK 73120	Commercial Gas Agreement	Sales Agreement - Effective Date: 03/13/2009
16	Charles L. Cherry & Assoc., Inc.	Southcross Alabama Pipeline LLC	12084 Nectar Lane Brookwood, AL 35444	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2006
17	Cokinos Natural Gas Company	Southcross Mississippi Pipeline, L.P.	5718 Westheimer Road, Suite 900 Houston, TX 77057	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 03/01/2016
18	Cooperative Energy	Southcross Marketing Company Ltd.	P.O. Box 15849 Hattiesburg, MS 39404	Commercial Gas Agreement	Sales Agreement - Effective Date: 01/01/2010
19	Cypress Operating, Inc.	Southcross Marketing Company Ltd.	330 Marshall Street, Suite 930 Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2004
20	Cypress Operating, Inc. (formerly Range Production Company)	Southcross Mississippi Pipeline, L.P.	330 Marshall Street, Suite 930 Shreveport, LA 71101	Facility/Site Agreement	Facility & Sites - Marion County - Effective Date: 08/19/2008
21	Denbury Onshore, LLC	Southcross Marketing Company Ltd.	5320 Legacy Drive Plano, TX 75024	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 03/01/2004
22	Dte Energy Trading, Inc.	Southcross Alabama Pipeline LLC	414 South Main Street, Suite 200 Ann Arbor, MI 48104	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2016
23	Energen Resources Corporation	Southcross Alabama Pipeline LLC	605 Richard Arrington Jr Blvd North Birmingham, AL 35203-2707	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
24	Enterprise Gtm Holdings L.P.	Southcross Alabama Pipeline LLC	C/O Enterprise Products Operating Llc 1100 Louisiana Street, Suite 1000 Houston, TX 77002	Purchase and Sale Agreement	Purchase Agreement Between Enterprise GTM Holdings L.P. and Southcross Alabama Gathering System, L.P. with Regard to the Equity Interest of Enterprise Alabama Intrastate, LLC
25	EOG Resources, Inc.	Southcross Mississippi Pipeline, L.P.	1111 Bagby Street, Sky Lobby Two Houston, Texas 77002	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 05/15/2008
26	EOG Resources, Inc.	Southcross Mississippi Pipeline, L.P.	1111 Bagby Street, Sky Lobby Two Houston, Texas 77002	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 11/04/2008
27	EP Energy E&P Company, L.P.	Southcross Alabama Pipeline LLC	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
28	FDL Operating LLC	Southcross Marketing Company Ltd.	909 Lake Carolyn Parkway, Suite 500 Irving, TX 75039	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 05/01/2005
29	FDL Operating LLC	Southcross Marketing Company Ltd.	909 Lake Carolyn Parkway, Suite 500 Irving, TX 75039	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2008
30	Finley Resources Inc.	Southcross Alabama Pipeline LLC	P.O. Box 2200 Ft. Worth, TX 76113	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
31	Florida Gas Transmission Company	Southcross Mississippi Pipeline, L.P.	P.O. Box 4967 Houston, TX 77210-4967	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2014
32	Florida Gas Transmission Company	Southcross Mississippi Pipeline L.P.	P.O. Box 4967 Houston, TX 77210-4967	Interconnect Agreement	Reimbursement Agreement (Pearl River Meter) - Effective Date:10/03/2005
33	Fortune Natural Resources Corporation	Southcross Alabama Pipeline LLC	P O Box 650823 Dallas, TX 75265	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
34	Geomet, Inc.	Southcross Alabama Pipeline LLC	909 Fannin Street, Suite 1850 Houston, TX 77002	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 06/01/1995
35	Georgia-Pacific LLC	Southcross Marketing Company Ltd.	133 Peachtree Street Ne Atlanta, GA 30303	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 11/01/2017
36	Georgia-Pacific LLC	Southcross Mississippi Industrial Gas Sales, L.P.	133 Peachtree Street Ne Atlanta, GA 30303	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 09/01/1991

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
37	Georgia-Pacific Monticello LLC	Southcross Marketing Company Ltd.	604 Na Sandifer Hwy. Monticello, MS 39654	Commercial Gas Agreement	Master buy/sell agreements
38	Georgia-Pacific Wood Products LLC	Southcross Alabama Pipeline LLC	545 County Road 6 Belk, AL 35545	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 01/01/2017
39	Georgia-Pacific Wood Products LLC	Southcross Alabama Pipeline LLC	133 Peachtree Street, NE Atlanta, Georgia 30303	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 09/09/2016
40	Georgia-Pacific Wood Products LLC	Southcross Mississippi Pipeline, L.P.	133 Peachtree Street, NE Atlanta, GA 30303	Facility/Site Agreement	Facility & Sites - Smith County - Effective Date: 05/18/2017
41	Gulf South Pipeline Company LP	Southcross Mississippi Pipeline, L.P.	P.O. Box 1478 Houston, TX 77251-1478	Commercial Gas Agreement	Storage Agreement - Effective Date: 11/01/2005
42	Henry D Burns, Sr.	Southcross Marketing Company Ltd.	P.O. Box 528 Meridian, MS 39302	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/1987
43	Hughes Eastern Corporation	Southcross Alabama Pipeline LLC	605 Northpark Dr., Suite A Ridgeland, MS 39157-5211	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
44	Hughes Eastern Corporation	Southcross Alabama Pipeline LLC	605 Northpark Dr., Suite A Ridgeland, MS 39157-5211	Commercial Gas Agreement	Sales Agreement - Effective Date: 02/01/1994
45	Infinite Energy, Inc.	Southcross Marketing Company Ltd.	7001 Sw 24Th Avenue Gainesville, FL 32607-3704	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 04/01/2010
46	Infinite Energy, Inc.	Southcross Alabama Pipeline LLC	7001 Sw 24Th Avenue Gainesville, FL 32607-3704	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2014
47	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 09/01/2007
48	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Sales Agreement - Effective Date: 10/01/1995
49	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Sales Agreement - Effective Date: 11/01/1996
50	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 12/01/2011
51	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 01/01/2011
52	Interconn Resources, LLC	Southcross Alabama Pipeline LLC	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2015
53	Jabco Oil Operating, LC	Southcross Alabama Pipeline LLC	4100 Black Warrior Parkway Tuscaloosa, Alabama 35401	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 08/15/2018
54	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2005
55	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
56	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 02/01/2006
57	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 12/01/2008
58	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 12/01/2008
59	Jabco Oil Operating, LLC	Southcross Alabama Pipeline LLC	4100 Joe Mallisham Pkwy. Tuscaloosa, AL 35401	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
60	John Trull	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for John Trull
61	Land And Natural Resource Development	Southcross Alabama Pipeline LLC	204 Energy Center (Physical Address) 3600 Watermelon Road Northport, AL 35473	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 12/01/2008
62	Land And Natural Resource Development	Southcross Alabama Pipeline LLC	204 Energy Center (Physical Address) 3600 Watermelon Road Northport, AL 35473	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 12/01/2008
63	Land And Natural Resource Development	Southcross Alabama Pipeline LLC	204 Energy Center (Physical Address) 3600 Watermelon Road Northport, AL 35473	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
64	Land and Natural Resources Development Inc.	Southcross Alabama Pipeline LLC	204 Energy Center 3600Watermelon Rd Northport, Alabama 35473	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 03/05/2018
65	Magnum Producing, LP	Southcross Gulf Coast Transmission Ltd.	500 N. Shoreline, Suite 322 Corpus Christi, Texas 78471	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 03/26/2008
66	Mississippi Resources, LLC	Southcross Marketing Company Ltd.	3445 North Causeway Blvd., Suite 501 Metairie, LA 70002	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2010
67	Mississippi Resources, LLC	Southcross Marketing Company Ltd.	3445 North Causeway Blvd., Suite 501 Metairie, LA 70002	Commercial Gas Agreement	Sales Agreement - Effective Date: 06/01/2010
68	Moon-Hines-Tigrett Operating Co., Inc.	Southcross Marketing Company Ltd.	P O Box 3216 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 05/01/2006
69	Moon-Hines-Tigrett Operating Co., Inc.	Southcross Marketing Company Ltd.	P O Box 3216 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2007
70	Moon-Hines-Tigrett Operating Co., Inc.	Southcross Alabama Pipeline LLC	P O Box 3216 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
71	Moon-Hines-Tigrett Operating Co., Inc.	Southcross Alabama Pipeline LLC	P O Box 3216 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2001

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
72	Moon-Hines-Tigrett Operating Co., Inc.	Southcross Alabama Pipeline LLC	P O Box 3216 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/1981
73	Morrow Oil & Gas Co.	Southcross Alabama Pipeline LLC	P O Box 721060 Bryam, MS 39272	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
74	Mortimer Exploration Company	Southcross Marketing Company Ltd.	1020 Ne Loop 410, Suite 555 San Antonio, TX 78209	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 07/01/2003
75	Municipal Gas Authority Of Georgia(Mgag)	Southcross Marketing Company Ltd.	104 Town Park Drive Kennesaw, GA 30144	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 12/01/2014
76	Municipal Gas Marketing Services, LLC	Southcross Alabama Pipeline LLC	104 Townpark Drive Kennesaw, GA 30144	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2004
77	Natural Gas & Oil, Inc.	Southcross Alabama Pipeline LLC	P O Box 18496 Oklahoma City, OK 73154-0496	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2005
78	Natural Gas & Oil, Inc.	Southcross Alabama Pipeline LLC	P O Box 18496 Oklahoma City, OK 73154-0496	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
79	Njr Energy Services Company	Southcross Marketing Company Ltd.	1415 Wyckoff Road, P.O. Box 1464 Wall, NJ 07719	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 08/01/2009
80	Northwest Alabama Gas District	Southcross Alabama Pipeline LLC	P O Box 129 Hamilton, AL 35570	Commercial Gas Agreement	Master buy/sell agreements
81	Ogp Operating, Inc.	Southcross Alabama Pipeline LLC	8140 Walnut Hill, Suite 610 Dallas, TX 75231	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/1992
82	Par Minerals Corp	Southcross Marketing Company Ltd.	701 Texas Street Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2004
83	Par Minerals Corp	Southcross Marketing Company Ltd.	701 Texas Street Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 03/01/2009
84	Parks & Luttrell Inc.	Southcross Alabama Pipeline LLC	9337B Katy Freeway, Suite 207 Houston, TX 77024	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
85	Penn Virginia Oil & Gas Corporation	Southcross Marketing Company Ltd.	Four Radnor Corporate Center, Suite 200 Radnor, PA 19087	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 08/01/2012
86	Penn Virginia Oil & Gas Corporation	Southcross Marketing Company Ltd.	Four Radnor Corporate Center, Suite 200 Radnor, PA 19087	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2007
87	Petro Harvester Gulf Coast Holdings, LLC	Southcross Marketing Company Ltd.	5160 Tennyson Parkway, Suite 3000-E Plano, TX 75024	Commercial Gas Agreement	Sales Agreement - Effective Date: 03/01/2013
88	Pgp Operating LLC	Southcross Alabama Pipeline LLC	104 Town Park Drive Kennesaw, GA 30144	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 03/01/2017
89	Pgp Operating LLC	Southcross Alabama Pipeline LLC	104 Town Park Drive Kennesaw, GA 30144	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2000
90	Pgp Operating LLC	Southcross Alabama Pipeline LLC	104 Town Park Drive Kennesaw, GA 30144	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2016
91	Pride Energy Company	Southcross Alabama Pipeline LLC	701 Robley Drive, Suite 203 Lafayette, LA 70503	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2005
92	Pruet Production Company	Southcross Marketing Company Ltd.	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
93	Pruet Production Company	Southcross Marketing Company Ltd.	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
94	Pruet Production Company	Southcross Marketing Company Ltd.	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
95	Pruet Production Company	Southcross Alabama Pipeline LLC	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2005
96	Pruet Production Company	Southcross Alabama Pipeline LLC	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2005
97	Pruet Production Company	Southcross Marketing Company Ltd.	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2009
98	Pruet Production Company	Southcross Alabama Pipeline LLC	217 West Capitol, Suite 201 Jackson, MS 39201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/1994
99	Pursue Energy Corp	Southcross Marketing Company Ltd.	1601 Elm Street, Suite 3400 Dallas, TX 75201-7201	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 07/01/2007
100	Pursue Energy Corp	Southcross Marketing Company Ltd.	1601 Elm Street, Suite 3400 Dallas, TX 75201-7201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 07/01/2003
101	Pursue Energy Corp	Southcross Mississippi Pipeline, L.P.	1601 Elm Street, Suite 3400 Dallas, TX 75201-7201	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 01/01/2011
102	Rainbow Energy Marketing Corporation	Southcross Marketing Company Ltd.	919 South 7th Street, Suite 405 Bismarck, ND 58504	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 03/01/2013
103	Rainbow Energy Marketing Corporation	Southcross Alabama Pipeline LLC	919 South 7th Street, Suite 405 Bismarck, ND 58504	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2014
104	Reef Exploration, L.P.	Southcross Marketing Company Ltd.	10973 Crooked Creek Dr. Dallas, TX 75229	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 07/01/2003
105	Renaissance Petroleum Company, LLC	Southcross Mississippi Pipeline, L.P.	17625 El Comino Real, Suite 220 Houston, TX 77058-3075	Facility/Site Agreement	Facility & Sites - Jasper County - Effective Date: 11/30/2012
106	Roundtree & Associates, Inc.	Southcross Marketing Company Ltd.	210 Trace Colony Park Drive Ridgeland, MS 39157	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
107	Roundtree & Associates, Inc.	Southcross Marketing Company Ltd.	210 Trace Colony Park Drive Ridgeland, MS 39157	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2004
108	Roundtree & Associates, Inc.	Southcross Marketing Company Ltd.	210 Trace Colony Park Drive Ridgeland, MS 39157	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 05/01/2007

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
109	Rover Operating LLC	Southcross Marketing Company Ltd.	17304 Preston Road, Suite 740 Dallas, TX 75252	Commercial Gas Agreement	Sales Agreement - Effective Date: 03/01/2013
110	S Lavon Evans Jr Oper Co In	Southcross Marketing Company Ltd.	2300 Hwy 11 North Laurel, MS 39440	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2005
111	Sanford Resources Corp	Southcross Alabama Pipeline LLC	P O Box 486 Vernon, AL 35592	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 11/01/2005
112	Shell Energy North America (Us), L.P.	Southcross Marketing Company Ltd.	1000 Main Street, Level 12 Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
113	Shell Energy North America (Us), L.P.	Southcross Marketing Company Ltd.	1000 Main Street, Level 12 Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 06/01/2013
114	Shell Trading (Us) Company	Southcross Marketing Company Ltd.	1000 Main Street, Level 12 Houston, TX 77002	Commercial Gas Agreement	Sales Agreement - Effective Date: 05/01/2019
115	Simpson Co Interests, LLC	Southcross Marketing Company Ltd.	4273 I-55 North Suite 1B Jackson, MS 39206	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 02/01/2019
116	Simpson Co Interests, LLC	Southcross Midstream Services, L.P.	4273 I-55 North Suite 1B Jackson, MS 39206	Commercial Gas Agreement	Sales Agreement - Effective Date: 05/01/2009
117	Simpson Co Interests, LLC	Southcross Midstream Services, L.P.	4273 I-55 North Suite 1B Jackson, MS 39206	Commercial Gas Agreement	Sales Agreement - Effective Date: 02/01/2019
118	Simpson Co Interests, LLC	Southcross Midstream Services, L.P.	4273 I-55 North Suite 1B Jackson, MS 39206	Commercial Gas Agreement	Sales Agreement - Effective Date: 02/01/2019
119	Sklar Exploration Company, LLC	Southcross Marketing Company Ltd.	401 Edwards Street, Suite 1601 Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 07/01/2014
120	Skrivanos Engineering Inc.	Southcross Marketing Company Ltd.	330 Marshall Street, Suite 1250 Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2010
121	Smith Operating And Management Company	Southcross Marketing Company Ltd.	P. O. Box 52 Shreveport, LA 71161	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
122	Southcross Alabama Pipeline LLC	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	SCMKTG & SCALAPL - Firm
123	Southcross Marketing Company Ltd.	Southcross Mississippi Pipeline, L.P.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross CMP 311 IT Transport~
124	Southcross Mississippi Pipeline, L.P.	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross Marketing - SCM MS IT~
125	Southeast Supply Header, LLC (Sesh)	Southcross Mississippi Pipeline, L.P.	5400 Westheimer Court Houston, TX 77056	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2011
126	Southeast Supply Header, LLC (Sesh)	Southcross Mississippi Pipeline, L.P.	5400 Westheimer Court Houston, TX 77056	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2014
127	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 02/01/2017
128	Southern Energy Operating, LLC	Southcross Alabama Pipeline LLC	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2004
129	Southern Energy Operating, LLC	Southcross Alabama Pipeline LLC	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2006
130	Southern Energy Operating, LLC	Southcross Midstream Services, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Sales Agreement - Effective Date: 12/01/2008
131	Southern Energy Operating, LLC	Southcross Midstream Services, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Sales Agreement - Effective Date: 12/01/2008
132	Southern Energy Operating, LLC	Southcross Mississippi Pipeline, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2008
133	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 03/01/2004
134	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2006
135	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Master Services Agreement	Master Services Agreement - Effective Date: 07/01/2019
136	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	1000 Louisiana Houston, TX 77002	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 06/01/2002
137	Southern Natural Gas Company	Southcross Mississippi Pipeline, L.P.	1000 Louisiana Houston, TX 77002	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 06/01/2011
138	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama 35209	Interconnect Agreement	Construction, Installation, Operation & Maintenance - Sneads Creek #2 (Alabama) - Effective Date:08/07/1990
139	Southern Natural Gas Company	Southcross Mississippi Pipeline, LP	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	Letter Agreement - Construction, Installation, Operation & Maintenance - Silver Creek - Effective Date:03/03/2008
140	Southern Natural Gas Company	Southcross Mississippi Gathering, L.P.	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	Measurement Services Agreement - New 10" Tap - Effective Date:05/04/2009
141	Southern Natural Gas Company	Southcross Mississippi Pipeline, LP	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	Preconstruction Agreement - Southern 22" North Main Line - Effective Date:02/09/2009
142	Southern Natural Gas Company	Southcross Mississippi Pipeline, LP	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	Preconstruction Agreement - Southern 22" 10" tap North Main Line - Effective Date:02/09/2009
143	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement 353921 (White Oak) - Effective Date: 02/25/1997
144	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement 353923 (White Oak#3) - Effective Date: 02/25/1997
145	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement 353940 (West Blue Creek) - Effective Date: 03/03/2000

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
146	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement 353950 (White Oak#4) - Effective Date: 06/06/2000
147	Southern Natural Gas Company	Southcross Energy GP LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement 734400 (Yazoo County) - Effective Date: 05/04/2009
148	Southern Natural Gas Company	Southcross Alabama Pipeline LLC	569 Brookwood Village, Suite 501 Birmingham, Alabama	Interconnect Agreement	O&M Agreement (Montgomery-Columbus) - Effective Date: 05/23/2017
149	Spark Energy Gas, LP	Southcross Alabama Pipeline LLC	2105 Citwest Blvd. - Suite 100 Houston, TX 77042	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 01/01/2011
150	Spire Alabama Inc.	Southcross Alabama Pipeline LLC	2101 6th Avenue North Birmingham, Alabama 35203	Facility/Site Agreement	Facility/Site Agreement - Effective Date: 02/18/2019
151	Spire Alabama Inc.	Southcross Alabama Pipeline LLC	2101 6th Avenue North Birmingham, Alabama 35203	Master Services Agreement	Master Services Agreement - Effective Date: 03/07/2018
152	Spotlight Energy, LLC	Southcross Marketing Company Ltd.	950 Echo Lane, Suite 125 Houston, TX 77024	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 11/01/2015
153	Spotlight Energy, LLC	Southcross Alabama Pipeline LLC	950 Echo Lane, Suite 125 Houston, TX 77024	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2015
154	Spotlight Energy, LLC	Southcross Alabama Pipeline LLC	950 Echo Lane, Suite 125 Houston, TX 77024	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2015
155	Steel Dust Recycling LLC	Southcross Alabama Pipeline LLC	13209 Highway 96 Millport, AL 35576	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 10/01/2016
156	Strong Rock Operating Company, LLC	Southcross Marketing Company Ltd.	P.O. Box 2840 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
157	Strong Rock Operating Company, LLC	Southcross Marketing Company Ltd.	P.O. Box 2840 Ridgeland, MS 39158	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 02/01/2008
158	Strong Rock Operating, LLC	Southcross Mississippi Pipeline, L.P.	P.O. Box 2840 Ridgeland, MS 39158	Facility/Site Agreement	Facility & Sites - Jefferson Davis County - Effective Date: 06/24/2009
159	Strong Rock Operating, LLC	Southcross Mississippi Pipeline, L.P.	P.O. Box 2840 Ridgeland, MS 39158	Facility/Site Agreement	Facility & Sites - Jefferson Davis County - Effective Date: 10/24/2007
160	Tauber Oil Company	Southcross Marketing Company Ltd.	55 Waugh Drive - Suite 600 P.O. Box 4645 Houston, TX 77210	Commercial Gas Agreement	Master buy/sell agreements
161	Tdx Energy, LLC	Southcross Marketing Company Ltd.	401 Edwards Street, Suite 1900 Shreveport, LA 71101	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2015
162	TDX Energy, LLC	Southcross Mississippi Pipeline, L.P.	401 Edwards Street, Suite 1900 Shreveport, LA 71101	Facility/Site Agreement	Facility & Sites - Simpson County - Effective Date: 06/25/2016
163	Tellus Operating Group, LLC	Southcross Mississippi Pipeline, L.P.	602 Crescent Place, Suite 100 Ridgeland, MS 39157	Facility/Site Agreement	Facility & Sites - Speed Well Covington County, Mississippi - Effective Date: 09/27/2016
164	Tellus Operating Group, LLC	Southcross Mississippi Pipeline, L.P.	602 Crescent Place, Suite 100 Ridgeland, MS 39157	Facility/Site Agreement	Facility & Sites - Baxterville Field Marion & Lamar Counties, Mississippi - Effective Date: 03/22/2017
165	Tellus Operating Group, LLC	Southcross Marketing Company Ltd.	602 Crescent Place - Suite 100 Ridgeland, MS 39157	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2016
166	Tellus Operating Group, LLC	Southcross Marketing Company Ltd.	602 Crescent Place - Suite 100 Ridgeland, MS 39157	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 10/01/2016
167	Tellus Operating Group, LLC	Southcross Marketing Company Ltd.	602 Crescent Place - Suite 100 Ridgeland, MS 39157	Commercial Gas Agreement	Sales Agreement - Effective Date: 10/01/2010
168	Tenaska Marketing Ventures	Southcross Alabama Pipeline LLC	14302 Fnb Parkway Omaha, NE 68154	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2015
169	Tennessee Gas Pipeline Company	Southcross Mississippi Industrial Gas Sales, L.P.	File #96264, Sixth Floor 840 S. Canal Street Chicago, IL 60607	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 07/01/2003
170	Tennessee Gas Pipeline Company	Southcross Alabama Pipeline LLC	File #96264, Sixth Floor 840 S. Canal Street Chicago, IL 60607	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 02/01/2001
171	Tennessee Gas Pipeline Company	Southcross Mississippi Pipeline, L.P.	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Balancing Agreement 93169 - Effective Date: 05/01/2011 (see below Amendment 1)
172	Tennessee Gas Pipeline Company	Southcross Mississippi Pipeline, L.P.	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Amendment 1 to Balancing Agreement 93169 - Effective Date: 03/14/2012 (see above)
173	Tennessee Gas Pipeline Company	Southcross Alabama Pipeline LLC	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Gas Transportation Agreement 35776 - Effective Date: 12/11/2000
174	Tennessee Gas Pipeline Company	Southcross Alabama Pipeline, L.P.	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Amendment 2 to Pipeline Balancing Agreement 36031 - Effective Date: 12/02/2014
175	Tennessee Gas Pipeline Company, L.L.C.	Southcross Alabama Gathering System, L.P.	1001 Louisiana Street Houston, TX 77252	Interconnect Agreement	Interconnect - Fayette Vernon Transport - Effective Date: 07/21/2014
176	Texas Eastern Transmission Corporation	Southcross Mississippi Pipeline, L.P.	5400 Westheimer (Physical Address) Houston, TX 77056	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2014
177	Texas Eastern Transmission Corporation	Southcross Mississippi Pipeline, L.P.	5400 Westheimer (Physical Address) Houston, TX 77056	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 01/01/2010
178	Texas Eastern Transmission Corporation	Southcross Mississippi Pipeline, L.P.	5400 Westheimer (Physical Address) Houston, TX 77056	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 09/01/2009
179	Texas Petroleum Investment Company	Southcross Marketing Company Ltd.	C/O Enertrade Inc. 309 West 7th Street, Suite 910 Fort Worth, TX 76102	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2007
180	The Gas Board of the City of Fayette, Alabama	Southcross Alabama Pipeline LLC	315 Second Avenue Southeast Fayette, AL 35555	Facility/Site Agreement	Facility & Sites - Fayette County - Effective Date: 11/21/2014
181	Tin Inc. D/B/A Temple-Inland	Southcross Marketing Company Ltd.	P.O. Box 182893 Columbus, OH 43218-2893	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 12/01/2007
182	Transcontinental Gas Pipe Line Co LLC	Southcross Mississippi Pipeline, L.P.	14800 Frye Rd.(Physical) Fort Worth, TX 76155	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 04/01/2014

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
183	Transcontinental Gas Pipe Line Corporation	Southcross Mississippi Pipeline L.P.	P.O. Box 1396 Houston, TX 77251-1396	Interconnect Agreement	Interconnection, Reimbursement, Construction, Operating - Transco Oakvale Lateral - Mississippi - Effective Date:09/09/2008
184	Trinity River Energy, LLC	Southcross Marketing Company Ltd.	777 Main Street, Suite 900 Fort Worth, TX 76102	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 06/01/2015
185	Urban Oil & Gas Group LLC	Southcross Marketing Company Ltd.	1000 E. 14Th Street, Suite 300 Plano, TX 75074	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 12/01/2017
186	Urban Oil & Gas Group LLC	Southcross Alabama Pipeline LLC	1000 E. 14Th Street, Suite 300 Plano, TX 75074	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 09/01/1999
187	Urban Oil & Gas Group LLC	Southcross Alabama Pipeline LLC	1000 E. 14Th Street, Suite 300 Plano, TX 75074	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 06/22/1995
188	Urban Oil & Gas Group LLC	Southcross Alabama Pipeline LLC	1000 E. 14Th Street, Suite 300 Plano, TX 75074	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 05/01/2002
189	Ventex Operating Corp.	Southcross Marketing Company Ltd.	400 N. Saint Paul St., Suite 800 Dallas, TX 75201	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 04/01/2008
190	Venture Oil & Gas, Inc.	Southcross Marketing Company Ltd.	207 South 13Th Avenue Laurel, MS 39440	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
191	Wagner Oil Company (formerly The Prospective Investment)	Southcross Marketing Company Ltd.	500 Commerce Street, Suite 600 Fort Worth, TX 76102	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 08/01/2004
192	Walter Black Warrior Basin LLC	Southcross Alabama Pipeline LLC	3000 Riverchase Galleria, Suite 1700 Birmingham, AL 35244	Commercial Gas Agreement	Gathering and/or Processing Agreement - Effective Date: 11/01/2010
193	Wausau Development Corporation	Southcross Marketing Company Ltd.	2300 U.S. 11 Laurel, MS 39440	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 03/01/2014
194	JB Taylor and wife, Darlene Taylor	Southcross Alabama Pipeline LLC	5452 Crawley Road Fayette, AL 35555	Lease	A tract or parcel of land being 400' x 200', more or less, located in the NE4 NW4 and NW4 NE4, Section 7, Township 16 South, Range 13 West, Fayette County, Alabama.
195	Beatrice N. Brown	Southcross Mississippi Pipeline, L.P.	172 Holly Cir Gulfport, MS 39501	Lease	A 1.01 acre site in the SW4 NE4, Section 20, Township 1 North, Range 13 East, Jasper County, Mississippi.
196	Leslie Lucas Gallagher/Gina Lucas/Emilie Joshi	Southcross Mississippi Pipeline, L.P.	Leslie Lucas Gallagher 35 Prospect Park West #13D Brooklyn, NY 11215 Gina Christine Lucas 970 Hope St., Unit #2J Stamford, CT 06907 Emilie Catherine Joshi 28812 Springfield Drive Easton, MD 21601	Lease	A 250' x 330' surface site in the SE4 SE4 of Sec 7, and NE4 NE4 of Sec 18, T7N, R19W, Jefferson Davis County, MS.
197	Rodney Blackwell	Southcross Mississippi Pipeline, L.P.	3405 Southaven Dr Hattiesburg, MS 39402	Lease	A 0.39 acre site located in SW4 SW4, Section 7, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
198	David L. Waits et al.	Southcross Mississippi Pipeline, L.P.	David L. Waits P. O. Box 1889 Prentiss, MS 39474 Anthony C. Waits P.O. Box 1804 Prentiss, MS 39474	Lease	A 250' x 330' site located in SE4 SE4, Section 7 and the NE4 NE4, Section 18, Township 7 North, Range 19 West, Jefferson Davis County, Mississippi.
199	David L. Waits et al.	Southcross Mississippi Pipeline, L.P.	David L. Waits P. O. Box 1889 Prentiss, MS 39474 Anthony C. Waits P.O. Box 1804 Prentiss, MS 39474	Lease	A 150' x 150' site located in SE4 SE4, Section 7, Township 9 North, Range 19 West, Jefferson Davis County, Mississippi.
200	Keith Daughdrill and wife, June Daughdrill	Southcross Mississippi Pipeline, L.P.	Reggie Keith Daughdrill 6810 Highway 35 Bassfield, MS 39421 Wanda Dyess 14 Bassfield Cemetery Rd. Bassfield, MS 39421	Lease	A 0.87 acre site located in SW4 of NW4, Section 25, Township 6 North, Range 18 West, Jefferson Davis County, Mississippi.
201	Ione Dosset	Southcross Mississippi Pipeline, L.P.	Ione Stevison 48 Delk Road Hattiesburg, MS 39401	Lease	A 255' x 255' site in NW4 SE4, Section 26, Township 6 North, Range 14 West, Jones County, Mississippi.

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
202	Commercial Communications LLC	Southcross Mississippi Pipeline, L.P.	5211 Hwy 42 Hattiesburg, MS 39401	Lease	Communication tower space rental for the installation, operation and maintenance of antenna and equipment for Monticello Tower, Hwy 275, Lawrence County, Mississippi.
203	Otho Otto Sisson Jr et ux	Southcross Mississippi Pipeline, L.P.	Otho O. Sisson Jr. Po Box 636 Wiggins, MS 39577	Lease	A 2 acre site located in SE4 NW4, Section 27, Township 3 North, Range 3 East, Rankin County, Mississippi.
204	Janice S. Champlin	Southcross Mississippi Pipeline, L.P.	814 N College St Brandon, MS	Lease	Lease of building and grounds located at 117 Metroplex Blvd., Pearl, MS 39208; renewal of original lease dated and signed in July, 2005.
205	Sue Jenkins	Southcross Mississippi Pipeline, L.P.	Jennifer Jenkins Cooley P. O. Box 448 Bay Springs, MS 39422	Lease	A 212' x 212' (1.03 acres) site located in SE4 SE4, Section 30, Township 2 North, Range 9 East, Smith County, Mississippi.
206	Otto Browning, Jr., by Laure Browning, as Attorney-in-fact	Southcross Mississippi Pipeline, L.P.	Eagle Bend I LLC 631 Boxwood Place Madison, MS 39110	Lease	A 1.07 acre site located in NW4 NW4 and NE4 NW4, Section 14, Township 11 North, Range 3 West, Yazoo County, Mississippi.

Annex B

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
1	1717 Tower Owner, LP	Southcross Energy Partners, L.P.	1717 Main Street, Suite 2450 Dallas, TX 75201	Lease: Building and Land	Comerica Bank Tower Office Lease Agreement
2	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	IT Contract	Support Agreement Contract
3	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	IT Contract	Support Agreement Contract
4	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Suite 327 Dallas, TX 75240	IT Contract	Product & Service Purchase Agreement Terms and Conditions
5	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Suite 327 Dallas, TX 75240	IT Contract	Product & Service Purchase Agreement Terms and Conditions
6	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	Purchase Contract	Support Agreement Contract: Agility Advisor Support
7	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	Purchase Contract	Support Agreement Contract: Agility Advisor Support
8	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	Purchase Contract	Schedule A Order Summary
9	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	Purchase Contract	Support Agreement Contract: Agility Advisor Support
10	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Rd, Suite 327 Dallas, TX 75240	Purchase Contract	Product and Service Purchase Agreement Terms and Conditions
11	Agility Communications Group	Southcross Energy GP LLC	13760 Noel Suite 327 Dallas, TX 75240	Purchase Contract	Schedule A Order Summary
12	Agility Communications Group	Southcross Energy GP LLC	120 E Fm 544 Ste 72 Pmb 349 Murphy, TX 75094	Purchase Contract	Invoice No. 12942
13	Ari Fleet Lt And Automotive Rentals, Inc.	Southcross Energy GP LLC	9000 Midlantic Drive P.O. Box 5039 Mt. Laurel, NJ 08054	Lease: Auto	Assignment and Novation of Lease re: Lease Agreement Dated as of January 24, 1997 and Fleet Management Services Agreement Dated as of February 26, 2001
14	AT&T	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	IT Contract	Letter of Authorization
15	AT&T	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	IT Contract	Amendment to Service Agreement for Integrated Services Digital Network Primary Rate Interface
16	AT&T	Southcross Energy GP LLC	2600 Central Expressway Floor 7 Richardson, TX 75080	IT Contract	Service Agreement Provided Pursuant to Custom Terms
17	AT&T Alliance Channel Support	Southcross Energy GP LLC	2000 W AT&T Center Dr, Room 4B15B Hoffman Estates, IL 60192	Agency Agreement	Customer Letter of Agency - Effective Date: 02/12/2015
18	AT&T Corp	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	IT Contract	AT&T Business Network (ABN) Express Bundle Agreement
19	AT&T Corp.	Southcross Energy GP LLC	2000 W AT&T Center Dr, Room 4B15B Hoffman Estates, IL 60192	Customer Agreement	Customer Letter of Agency - Effective Date: 02/12/2015
20	AT&T Corp.	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Business Network (ABN) Express Bundle Agreement
21	AT&T Corp.	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Business Network (ABN) Express Bundle Agreement
22	AT&T Corp.	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Business Network (ABN) Express Bundle Agreement
23	AT&T Corp.	Southcross Energy GP LLC	2600 N Central Expy Richardson, TX 75080	Service Contract	Master Agreement
24	AT&T Ilec Service-Providing Affiliate	Southcross Energy GP LLC	208 S Akard, Ste 750.12 Dallas, TX 75202	Service Contract	AT&T ILEC Primary Rate ISDN: SMARTTRUNK® Service - Service Agreement Provided Pursuant To Custom Rates and Terms Arkansas, Kansas, Missouri, Oklahoma, Texas
25	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 06/22/2015
26	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 06/19/2015
27	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 04/14/2015
28	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 05/14/2015
29	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 04/23/2015
30	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	Integrated Services Digital Network Primary Rate Interface Short Term Arrangement with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as Applicable - Effective Date: 05/01/2014
31	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	712 E. Huntland Dr. Austin, TX 78752	Service Contract	Integrated Services Digital Network Primary Rate Interface Short Term Arrangement with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as Applicable - Effective Date: 12/17/2013
32	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	3300 E Renner Richardson, TX 75082	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 02/11/2016

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
33	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	2200 N Greenville Ave. Richardson, TX 75082	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 07/31/2012
34	AT&T Ilec Service-Providing Affiliate; AT&T Texas	Southcross Energy GP LLC	2200 N Greenville Ave. Richardson, TX 75082	Service Contract	AT&T Primary Rate ISDN: SMARTIRUNK® Service - ILEC Service Agreement Provided Pursuant to Custom Terms Arkansas, Kansas, Missouri, Oklahoma, Texas (For Existing Service) - Effective Date: 12/11/2012
35	AT&T Mobility Ii, LLC On Behalf Of Its Affiliates Doing Business As AT&T Or AT&T Mobility	Southcross Energy GP LLC	Industry & Mobility Alliance Program 1277 Lenox Park Blvd, 6Th Floor Atlanta, GA 30319	Customer Agreement	Addendum to AT&T Machine to Machine Wireless Communications and AT&T Corporate Digital Advantage Agreement - Effective Date: 12/06/2012
36	AT&T Mobility Ii, LLC On Behalf Of Its Affiliates Doing Business As AT&T Or AT&T Mobility	Southcross Energy GP LLC	Industry & Mobility Alliance Program 1277 Lenox Park Blvd, 6Th Floor Atlanta, GA 30319	Customer Agreement	Addendum to AT&T Machine to Machine Wireless Communications and AT&T Corporate Digital Advantage Agreement - Effective Date: 12/28/2012
37	AT&T Mobility Ii, LLC On Behalf Of Its Affiliates Doing Business As AT&T Or AT&T Mobility	Southcross Energy GP LLC	Industry & Mobility Alliance Program 1277 Lenox Park Blvd, 6Th Floor Atlanta, GA 30319	Customer Agreement	Addendum to AT&T Machine to Machine Wireless Communications and AT&T Corporate Digital Advantage Agreement - Effective Date: 12/28/2012
38	AT&T Mobility National Accounts LLC	Southcross Energy GP LLC	4331 Communications Dr Flr 4W Dallas, TX 75211	IT Contract	AT&T Mobile Business Agreement Version 7-B
39	AT&T Mobility National Accounts LLC	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	Amendment No. 1 to Corporate Digital Advantage Agreement Dated July 14, 2015
40	AT&T Mobility National Accounts LLC	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Corporate Digital Advantage Agreement Version 10-A
41	AT&T Mobility National Accounts LLC	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Corporate Digital Advantage Agreement Version 10-A
42	AT&T Mobility National Accounts LLC	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	Service Contract	AT&T Corporate Digital Advantage Agreement Version 10-A
43	AT&T Sales	Southcross Energy GP LLC	275 N Greenville Ave. A19 Richardson, TX 75081	Service Contract	AT&T Business Network (ABN) Express Bundle Agreement
44	AT&T Telco And/Or AT&T Ld	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	IT Contract	Letter of Agency for Access to Current Provider Telephone Records
45	AT&T Telco And/Or AT&T Ld	Southcross Energy GP LLC	One AT&T Way Bedminster, NJ 07921-0752	IT Contract	Letter of Agency/Authorization for Change of Providers
46	AT&T Texas	Southcross Energy GP LLC	2600 Central Expressway, Fl 7 Richardson, TX 75080	Service Contract	Amendment to Service Agreement for Integrated Services Digital Network Primary Rate Increase with AT&T DS1 Service or with AT&T High Capacity DS11.544 Mbps Service, as Applicable
47	AT&T Texas	Southcross Energy GP LLC	2600 Central Expressway, Fl 7 Richardson, TX 75080	Service Contract	AT&T ILEC Primary Rate ISDN: SMARTIRUNK® Service Arkansas, Kansas, Missouri, Oklahoma, Texas Service Agreement Provided Pursuant to Custom Terms
48	Automotive Rentals, Inc.	Southcross Energy GP LLC	P.O. Box 8500-4375 Philadelphia, PA 19178-4375	Lease: Auto	Lease and Fleet Management Services Agreement Dated July 31, 2009
49	Automotive Rentals, Inc. (ARI)	Southcross Energy GP LLC	4001 Leadenhall Road P.O. Box 5039 Mt. Laurel, NJ 08054	Guarantees	First Amendment to Guaranty (Original Guaranty Dated July 31, 2009)
50	Automotive Rentals, Inc. (ARI)	Southcross Energy GP LLC	9000 Midlantic Drive P.O. Box 5039 Mt. Laurel, NJ 08054	Lease: Auto	Guaranty (Lease and Fleet Management Services Agreement Dated July 31, 2009)
51	Automotive Rentals, Inc. (ARI)	Southcross Energy GP LLC	4001 Leadenhall Road P.O. Box 5039 Mt. Laurel, NJ 08054	Lease: Auto	Third Amendment to Lease and Fleet Management Services Agreement Dated October 28, 2016
52	Automotive Rentals, Inc. (ARI)	Southcross Energy GP LLC	4001 Leadenhall Road P.O. Box 5039 Mt. Laurel, NJ 08054	Lease: Auto	Second Amendment to Lease and Fleet Management Services Agreement (Lease and Fleet Management Services Agreement Dated July 31, 2009)
53	Automotive Rentals, Inc. (ARI)	Southcross Energy GP LLC	4001 Leadenhall Road P.O. Box 5039 Mt. Laurel, NJ 08054	Lease: Auto	First Amendment to Lease and Fleet Management Services Agreement (Lease and Fleet Management Services Agreement Dated July 31, 2009)
54	Beacon Hill Staffing Group	Southcross Energy Partners GP, LLC	152 Bowdoin St Boston, MA 02108	Professional Services	Fee Agreement Direct Hire (Permanent) Placement Fee
55	Bp Energy Company	Southcross Marketing Company Ltd.	201 Helios Way Houston, TX 77079	Commercial Gas Agreement	Master buy/sell agreements
56	Bradsby Group	Southcross Energy Partners GP, LLC	1700 Boardway, Suite 1500 Denver, CO 80290	Employment Agency	Contingency Service Agreement
57	Bradsby Group	Southcross Energy Partners GP, LLC	1700 Boardway, Suite 1500 Denver, CO 80290	Professional Services	Contingency Service Agreement
58	Candace Peoples	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Candace Peoples
59	Centerpoint Energy Resources Corp.	Southcross Marketing Company Ltd.	P O Box 2628 Houston, TX 77252-2628	Commercial Gas Agreement	Sales Agreement - Effective Date: 07/01/2004
60	Centerpoint Energy Services, Inc.	Southcross Marketing Company Ltd.	P.O. Box 2628, 20Th Floor Houston, TX 77252-2628	Commercial Gas Agreement	Master buy/sell agreements
61	Cmc	Southcross Energy GP LLC	2700 Research Dr, Suite 100 Plano, TX 75074	Purchase Contract	Veeam Renewal
62	Cmc	Southcross Energy GP LLC	2700 Research Dr, Suite 100 Plano, TX 75074	Purchase Contract	VMware Renewal
63	Cmc	Southcross Energy GP LLC	2700 Research Dr, Suite 100 Plano, TX 75074	Purchase Contract	Access Points
64	Cmc	Southcross Energy GP LLC	2700 Research Dr, Suite 100 Plano, TX 75074	Purchase Contract	Proposal
65	Cogent Communications	Southcross Energy GP LLC	1015 31St Street Washington, DC 20007	IT Contract	Product Rider - Dedicated Internet Access Global
66	Cogent Communications	Southcross Energy GP LLC	1015 31St Street Nw Washington, DC 20007	IT Contract	Network Services Terms & Conditions North America

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
67	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Customer Agreement	Network Services Terms & Conditions North America
68	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Customer Agreement	Network Services Terms & Conditions North America
69	Cogent Communications, Inc.	Southcross Energy Partners GP, LLC	1015 31st Street Washington, DC 20007	Customer Agreement	Product Rider - Dedicated Internet Access Global
70	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	IT Contract	Dedicated Internet Access Customer Order Form
71	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street, Nw Washington, DC 20037	Purchase Contract	Dedicated Internet Access Customer Order Form North America
72	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street, Nw Washington, DC 20037	Purchase Contract	Customer Order Form
73	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Purchase Contract	Dedicated Internet Access Customer Order Form North America
74	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Purchase Contract	Customer Order Form
75	Cogent Communications, Inc.	Southcross Energy Partners GP, LLC	2450 N Street Nw Washington, DC 20037	Purchase Contract	Customer Order Form
76	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Purchase Contract	Dedicated Internet Access Customer Order Form North America
77	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Purchase Contract	Colocation and Dedicated Internet Access Customer Order Form North America
78	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Purchase Contract	Dedicated Internet Access Customer Order Form North America
79	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Purchase Contract	Colocation and Dedicated Internet Access Customer Order Form North America
80	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street, Nw Washington, DC 20037	Service Contract	Network Services Terms & Conditions North America
81	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Service Contract	Network Services Terms & Conditions North America
82	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Service Contract	Product Rider - Dedicated Internet Access Global
83	Cogent Communications, Inc.	Southcross Energy GP LLC	2450 N Street Nw Washington, DC 20037	Service Contract	Network Services Terms & Conditions North America
84	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Network Services Terms & Conditions North America
85	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Product Rider - Dedicated Internet Access Global
86	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Network Services Terms & Conditions North America
87	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Product Rider - Dedicated Internet Access Global
88	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Product Rider - Dedicated Internet Access Global
89	Cogent Communications, Inc.	Southcross Energy GP LLC	1015 31st Street Washington, DC 20007	Service Contract	Product Rider - Dedicated Internet Access Global
90	Colvin Resources Group, Inc.	Southcross Energy Partners GP, LLC	4099 Mcewen Road Suite 810 Dallas, TX 75244	Professional Services	Service and Fee Agreement
91	Conexus Sg, LLC	Southcross Energy GP LLC	2500 Dallas Parkway, Suite 530 Plano, TX 75093	Service Contract	Professional Services Agreement - Effective Date: 04/19/2016
92	Conexus Sg, LLC	Southcross Energy Partners GP, LLC	2500 Dallas Parkway, Suite 530 Plano, TX 75093	Professional Services	Professional Services Agreement - Effective Date: 04/19/2016
93	Conocophillips Company	Southcross Marketing Company Ltd.	P. O. Box 2197 (Po 01-1103) Houston, TX 77252-2197	Commercial Gas Agreement	Master buy/sell agreements - Termination Date: 04/30/2019
94	Cpg And Associates	Southcross Energy Partners, L.P.	Attn Brett Duarte 3939 Royal Forest St San Antonio, TX 78230	Employment Agency	Recruiter Agreement
95	Databank Holdings LTD.	Southcross Energy GP LLC	400 South Akard, Suite 100 Dallas, TX 75202	Purchase Contract	Service Order
96	Databank Holdings LTD.	Southcross Energy GP LLC	400 South Akard, Suite 100 Dallas, TX 75202	Service Contract	Master Services Agreement
97	Databank Holdings LTD.	Southcross Energy GP LLC	400 South Akard, Suite 100 Dallas, TX 75202	Service Contract	DataBank Service Level Agreement (SLA)
98	David M. Mueller	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Professional Services	Consulting Services Agreement - Effective Date: 10/10/2018
99	De Lage Landen Financial Services, Inc.	Southcross Energy GP LLC	1111 Old Eagle School Rd Wayne, PA 13087	Lease: Equipment	De Lage Financial Services, Inc. Lease Agreement
100	Dell Marketing L.P.	Southcross Energy GP LLC	P.O. Box 676021 C/O Dell Usa L.P. Dallas, TX 75267-6021	Software Licensing Agreement	Licensing and Support Agreement
101	Deloitte & Touche LLP	Southcross Energy Partners, L.P.	Jp Morgan Chase Tower 2200 Ross Ave, Ste 1600 Dallas, TX 75201-6778	Professional Services	Deloitte & Touche LLP Engagement Letter for Interim Financial Review
102	Deloitte & Touche LLP	Southcross Energy Partners GP, LLC	Jp Morgan Chase Tower 2200 Ross Ave, Ste 1600 Dallas, TX 75201-6778	Professional Services	Deloitte & Touche LLP Engagement Letter for Interim Financial Review
103	Duff & PheLPs, LLC	Southcross Energy Partners GP, LLC	919 Congress Ave. Suite 1450 Austin, TX 78701	Professional Services	Engagement Letter to Provide Property Tax Services

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
104	Enersys Corporation	Southcross Energy GP LLC	P.O. Box 131525 Houston, TX 77219-1525	Software Licensing Agreement	Software Maintenance Agreement
105	Enersys Corporation	Southcross Energy GP LLC	P.O. Box 131525 Houston, TX 77219-1525	Software Licensing Agreement	Software License Agreement - Effective Date: 05/09/2016
106	Ensley Properties, Inc.	Southcross Energy GP LLC	550 Post Oak Boulevard, Suite 540 Houston, TX 77027	Licensing Agreement	Computer Software License/Maintenance Agreement
107	Enterprise Fleet Management, Inc.	Southcross Energy GP LLC	1420 W. Mockingbird Ln, Suite 640 Dallas, TX 75247	Lease: Auto	Maintenance Management and Fleet Rental Agreement
108	Enterprise Fm Trust	Southcross Energy GP LLC	1420 W. Mockingbird Ln, Suite 640 Dallas, TX 75247	Lease: Auto	Master Equity Lease Agreement of Vehicles
109	Everest Consulting Partners	Southcross Energy GP LLC	357 Parkvillage Avenue Fairview, TX 75069	IT Contract	Confidentiality Agreement
110	Florida Gas Utility	Southcross Marketing Company Ltd.	4619 Nw 53Rd Avenue Gainesville, FL 32606	Commercial Gas Agreement	Sales Agreement - Effective Date: 01/01/2003
111	Florida Public Utilities Company	Southcross Marketing Company Ltd.	401 S. Dixie Hwy West Palm Beach, FL 33401	Commercial Gas Agreement	Sales Agreement - Effective Date: 05/01/2003
112	Flow Cal Inc	Southcross Energy GP LLC	P.O. Box 58965 Houston, TX 77258-8965	Software Licensing Agreement	Usage and Services Agreement No. 0509
113	Fusemail	Southcross Energy GP LLC	P.O. Box 5086 Los Angeles, CA 90074-0826	Purchase Contract	FuseMail Invoice
114	Graylind Vincent	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Graylind Vincent
115	Gregg Engineering Services, LTD.	Southcross Energy GP LLC	403 Julie Rivers Dr Sugar Land, TX 77478	Licensing Agreement	Gregg Engineering Services, LTD. License Agreement WinFlow Package
116	Gregory Hood	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Employment Agreement	Letter Agreement re Retention Bonus Arrangement - Effective Date: 03/27/2019
117	Highmark Companies, LLC	Southcross Energy Partners, L.P.	1255 Crescent Green, Suite 120 Cary, NC 27518	Employment Agency	Direct Hire and Contract Staffing Agreement
118	Interconn Resources, LLC	Southcross Marketing Company Ltd.	P O Box 1337 Lock Box Houston, TX 77251	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 07/01/2011
119	James W. Swent Iii	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Employment Agreement	Employment Agreement for James W. Swent III
120	Jon Holderread	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Jon Holderread
121	Jonathan Dixon	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Jonathan Dixon
122	Joseph Machos	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Amended and Restated Retention Agreement for Joseph Machos
123	Kelly J. Jameson	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Severance Agreement	Amendment No. 1 to Severance Agreement for Kelly J. Jameson
124	Kelly J. Jameson	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Severance Agreement	Severance Agreement for Kelly J. Jameson
125	Kforce Inc.	Southcross Energy Partners GP, LLC	P.O. Box 277997 Atlanta, GA 30384-7997	Employment Agency	Letter re Terms of Service for All Kforce Finance & Accounting Business Search
126	Kpmg LLP	Southcross Energy Partners, L.P.	2323 Ross Avenue, Suite 1400 Dallas, TX 75201-2721	Service Contract	Sales Tax Consulting Engagement Addendum
127	Kpmg LLP	Southcross Energy Partners, L.P.	2323 Ross Avenue, Suite 1400 Dallas, TX 75201-2721	Service Contract	Sales Tax Consulting Engagement Letter
128	Kpmg LLP	Southcross Energy Partners, L.P.	2323 Ross Avenue, Suite 1400 Dallas, TX 75201	Professional Services	Internal Audit Co-Sourced SOX Work for 2016
129	Laura Ball	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Laura Ball
130	Lindsey Roberts	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Amended and Restated Retention Agreement for Lindsey Roberts
131	Lindsey Roberts	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Severance Agreement	Severance Agreement for Lindsey Roberts
132	Mallory Biegler	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Mallory Biegler
133	Martha Robbins	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Martha Robbins
134	Megapath	Southcross Energy GP LLC	555 Anton Boulevard, Suite 200 Costa Mesa, CA 92626	Service Contract	Service Order
135	Megapath	Southcross Energy GP LLC	555 Anton Boulevard, Suite 200 Costa Mesa, CA 92626	Service Contract	Service Order
136	Michael Leslie	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Michael Leslie
137	Michael Morris	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Employment Agreement	Amended and Restated Agreement for Michael Morris
138	Monroo And Meadows Systems, Inc. D/B/A Dallas Security Systems, Inc.	Southcross Energy GP LLC	10731 Rockwall Road Dallas, TX 75238	Service Contract	Commercial Agreement - Effective Date: 12/30/2014
139	Monroo And Meadows Systems, Inc. D/B/A Dallas Security Systems, Inc.	Southcross Energy GP LLC	10731 Rockwall Road Dallas, TX 75238	Service Contract	Commercial Agreement - Effective Date: 02/18/2016
140	Olga Jones	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for Olga Jones

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141	Overnite Software, Inc.	Southcross Energy GP LLC	1212 N. Velasco, Ste. 110 Angleton, TX 77515	Licensing Agreement	Software License and Service Agreement for Hosted Service
142	Parker & Lynch	Southcross Energy Partners GP, LLC	10151 Deerwood Park Blvd. Building 200, Suite 400 Jacksonville, FL 32256	Professional Services	Fee Agreement - Effective Date: 12/09/2009
143	Platts, A Division Of The Mcgraw Hill Companies, Inc.	Southcross Energy GP LLC	2 Penn Plaza New York, NY 10121	Licensing Agreement	Master Subscription Agreement (US)
144	Platts, A Division Of The Mcgraw Hill Companies, Inc.	Southcross Energy GP LLC	2 Penn Plaza New York, NY 10121	Licensing Agreement	Platts Services Attachment to Master Subscription Agreement
145	Pricewaterhousecoopers LLP	Southcross Energy Partners, L.P.	2121 N. Pearl St, Ste 2000 Dallas, TX 75201	IT Contract	PricewaterhouseCoopers LLP Engagement Letter
146	Principal Life Insurance Company	Southcross Energy Partners GP, LLC	711 High Street Des Moines, IA 50392	Employee Benefit Plans	Service and Expense Agreement for the Southcross Energy Partners GP, LLC 401(k) Plan (712211)
147	Quorum Business Solutions (U.S.A.)	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
148	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
149	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
150	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
151	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
152	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
153	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	IT Contract	Master Consulting Services Agreement
154	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	811 Main Street, Suite 2000 Houston, TX 77002	Licensing Agreement	Letter re: Quorum Contract Revisions Discussed in Letter Dated September 24, 2013
155	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Service Contract	Letter Agreement re: Amendment to Master Consulting Services Agreement Dated as of October 7, 2009
156	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Service Contract	Master Consulting Services Agreement - Effective Date: 10/07/2009
157	Quorum Business Solutions (U.S.A.), Inc.	Southcross Energy GP LLC	811 Main Street, Suite 2000 Houston, TX 77002	Software Licensing Agreement	Amendment No. 1 to Software Appendix No. 1 Master Consulting Services Agreement Dated October 7, 2009
158	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	3010 Briarpark Drive, Suite 450 Houston, TX 77042	Licensing Agreement	Letter re: Master Agreements
159	Quorum Business Solutions, Inc.	Southcross Energy Partners GP, LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Service Contract	Statement of Work No. 8 Master Consulting Services Agreement
160	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
161	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
162	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
163	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
164	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
165	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
166	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
167	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Software Appendix No. 2 Master Software License Agreement
168	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Software Appendix No. 5 Master Software License Agreement
169	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Software Appendix No. 3 Master Software License Agreement
170	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Letter re: Amendment to Master Software License Agreement
171	Quorum Business Solutions, Inc.	Southcross Energy GP LLC	1420 West Mockingbird Lane, Suite 700 Dallas, TX 75247	Software Licensing Agreement	Master Software License Agreement
172	Reliant Energy Retail Services, LLC	Southcross Energy GP LLC	1501 N Plano Rd Richardson, TX 75081	Electrical Service Agreement	Energy Transaction Confirmation Block and Index
173	Remote Operating Center, LLC	Southcross Energy Partners GP LLC	23530 Kingsland Blvd, Suite 200 Houston, TX 77494	Service Contract	Control Room Service Agreement - Effective Date: 7/06/2018
174	Remote Operations Center, LLC	Southcross Energy Partners GP, LLC	23530 Kingsland Blvd, Suite 200 Houston, TX 77494	IT Contract	Control Room Services Agreement
175	Rescue Communications	Southcross Energy GP LLC	2060 N. Central Expressway Richardson, TX 75080	IT Contract	Service Agreement Provided Pursuant to Custom Terms
176	Revenew International, LLC	Southcross Energy GP LLC	9 Greenway Plaza, Ste. 1950 Houston, TX 77046	Professional Services	Accounts Payable review service to identify overpayments/recoveries
177	Revenew International, LLC	Southcross Energy GP LLC	9 Greenway Plaza, Ste. 1950 Houston, TX 77046	Professional Services	Supplier Audit Service to identify overpayments/recoveries.

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178	Riveron Consulting, LLC	Southcross Energy Partners GP, LLC	2515 Mckinney Ave. Ste 1200 Dallas, TX 75201	Professional Services	Letter re Terms of Engagement
179	Ronak Patel	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Amended and Restated Retention Agreement
180	Rr Donnelley	Southcross Energy GP LLC	P.O. Box 932721 Cleveland, OH 44193	IT Contract	Venue Data Room: The World's Workspace
181	Secureworks, Inc.	Southcross Energy Partners, L.P.	One Concourse Parkway Atlanta, GA 30328	Service Contract	SecureWorks Service Order - Effective Date: 01/18/2017
182	Secureworks, Inc.	Southcross Energy Partners, L.P.	One Concourse Parkway Atlanta, GA 30328	Service Contract	SecureWorks Service Order - Effective Date: 11/10/2016
183	Secureworks, Inc.	Southcross Energy Partners, L.P.	One Concourse Parkway Atlanta, GA 30328	Service Contract	SecureWorks Service Order
184	Secureworks, Inc.	Southcross Energy Partners, L.P.	One Concourse Parkway Atlanta, GA 30328	Service Contract	SecureWorks Service Order - Effective Date: 10/23/2015
185	Sequent Energy Management, L. P.	Southcross Marketing Company Ltd.	1200 Smith Street, Suite 900 Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
186	Shelley Arnold, Tx T Research	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Professional Services	Consulting Services Agreement - Effective Date: 11/10/2015
187	Sni Financial	Southcross Energy Partners GP, LLC	14241 Dallas Parkway, Suite 550 Dallas, TX 75254	Employment Agency	Service Agreement
188	Software Experts, Inc.	Southcross Energy GP LLC	P.O. Box 96 Guthrie, OK 73044	Licensing Agreement	Website License Agreement
189	Software Experts, Inc.	Southcross Energy GP LLC	P.O. Box 96 Guthrie, OK 73044	Service Contract	Contract for Services
190	Solomonedwardsgroup, LLC	Southcross Energy Partners GP, LLC	1255 Drummers Lane Suite 200 Wayne, PA 19087	Professional Services	Engagement Client Agreement
191	South Jersey Resources Group LLC	Southcross Marketing Company Ltd.	1 South Jersey Plaza Folsom, NJ 08037	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 01/01/2013
192	Southwestern Bell Telephone Company D/B/A AT&T Texas	Southcross Energy GP LLC	4119 Broadway, Room 740 San Antonio, TX 78209	Service Contract	Letter re: CWOTS Record Number 1053T12 for Application and Letter Agreement for Construction Services
193	Tailwater Technical Consulting, LLC	Southcross Energy Partners, L.P.	1300 N. Sam Houston Pkwy East Drive Suite 300 Houston, TX 77032	Professional Services	Contract Labor Term Sheet
194	Tasi, Inc.	Southcross Energy GP LLC	4160 Washington Road Ste 218 Mcmurray, PA 15317	IT Contract	Exhibit A - Statement of Work - Southcross TIES Data Cleansing Effort
195	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	IT Contract	Corporate Computer Program Lease Agreement - Effective Date: 02/01/2015
196	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	IT Contract	Corporate Computer Program Lease Agreement - Effective Date: 02/24/2010
197	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	IT Contract	Corporate Computer Program Lease Agreement - Effective Date: 02/01/2011
198	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	IT Contract	Corporate Computer Program Lease Agreement - Effective Date: 02/01/2015
199	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	Software Licensing Agreement	Corporate Computer Program Lease Agreement - Effective Date: 03/09/2010
200	Technical Toolboxes LTD.	Southcross Energy GP LLC	3801 Kirby St., Suite 520 Houston, TX 77098	Software Licensing Agreement	Corporate Computer Program Lease Agreement - Effective Date: 02/01/2011
201	Tenaska Marketing Ventures	Southcross Marketing Company Ltd.	14302 Fnb Parkway Omaha, NE 68154	Commercial Gas Agreement	Master buy/sell agreements
202	Texla Energy Management Inc	Southcross Marketing Company Ltd.	712 Main Street Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
203	Texla Energy Management Inc	Southcross Marketing Company Ltd.	712 Main Street Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
204	The Daniel Group	Southcross Energy Partners GP, LLC	1001 West Loop South, Suite 560 Houston, TX 77027	Employment Agency	Terms & Conditions re Search for Various Salaried Positions
205	The Energy Authority Inc	Southcross Marketing Company Ltd.	301 West Bay Street, Suite 2600 Jacksonville, FL 32202	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 01/01/2013
206	The Whitaker Companies, Inc.	Southcross Energy Partners GP, LLC	10375 Richmond Ave., Suite 1700 Houston, TX 77042	Employment Agency	Agreement for Services
207	Time Warner Cable	Southcross Energy GP LLC	1900 Blue Crest Ln San Antonio, TX 78247	Service Contract	Service Agreement - Effective Date: 04/17/2012
208	Time Warner Cable	Southcross Energy GP LLC	1900 Blue Crest Ln San Antonio, TX 78247	Service Contract	Business Class Customer Service Order
209	Time Warner Cable	Southcross Energy GP LLC	1900 Blue Crest Ln San Antonio, TX 78247	Service Contract	Service Order
210	Time Warner Cable	Southcross Energy GP LLC	1900 Blue Crest Ln San Antonio, TX 78247	Service Contract	Service Agreement
211	Tinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave., Suite 250 Houston, TX 77042	IT Contract	SolArc Natural Gas - Test Case Development & Upgrade Testing Statement of Work No. 3 - Effective Date: 05/17/2010
212	Tinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave., Suite 250 Houston, TX 77042	IT Contract	SolArc Natural Gas - Test Case Development & Upgrade Testing Statement of Work No. 3 - Effective Date: 05/17/2010
213	Total Gas & Power North America, Inc.	Southcross Marketing Company Ltd.	1201 Louisiana, Suite 1600 Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
214	Town Centre Partners, LTD.	Southcross Energy Partners, L.P.	3003 W. Alabama Street Houston, TX 77098	Lease: Building and Land	Town Centre One Office Lease

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215	Town Centre Partners, LTD.	Southcross Energy Partners, L.P.	3003 W. Alabama St Houston, TX 77098	Lease: Building and Land	Town Centre One Office Lease - Effective Date: 02/23/2015
216	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	IT Contract	Services Agreement - Effective Date: 11/01/2011
217	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	IT Contract	Services Agreement - Effective Date: 11/01/2011
218	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	IT Contract	Statement of Work re Phase 1 - Support Project Streamline
219	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	IT Contract	Work Order - Gregory Plant Implementation on SNG (i.e. TIES) and Ancillary Consulting Services
220	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	IT Contract	Statement of Work (SOW) 2019.02 - 02 Southcross IT Services
221	Trilogy Energy Services, Inc.	Southcross Energy GP LLC	7047 Blythe View Road Athens, TX 75752	Service Contract	Services Agreement - Effective Date: 02/14/2012
222	Trinity Apex Solutions Inc. (Trilogy Effective Software Solutions Inc.)	Southcross Energy GP LLC	9701 Richmond Ave., Suite 250 Houston, TX 77042	Software Licensing Agreement	Amendment to Software License Agreement
223	Trinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave, Ste 250 Houston, TX 77042	IT Contract	Southcross Energy GP LLC SolArc Natural Gas - Test Case Development & Upgrade Testing Statement of Work No. 3
224	Trinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave., Suite 250 Houston, TX 77042	Licensing Agreement	Software License Agreement
225	Trinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave., Suite 250 Houston, TX 77042	Software Licensing Agreement	Software License Agreement for SolArc Natural Gas Software
226	Trinity Apex Solutions, Inc.	Southcross Energy GP LLC	9701 Richmond Ave, Ste 250 Houston, TX 77042	Software Licensing Agreement	Software License Agreement SolArc Natural Gas Software
227	Tsg	Southcross Energy Partners GP, LLC	222 West Las Colinas Blvd, Suite 884E Irving, TX 75039	Service Contract	Service Agreement - Effective Date: 09/21/2016
228	Tw Telecom Holdings Inc.	Southcross Energy GP LLC	Twtc 10475 Park Meadows Drive Littleton, CO 80124	Service Contract	Telecom Service Quote
229	Tw Telecom Holdings Inc.	Southcross Energy GP LLC	Twtc 10475 Park Meadows Drive Littleton, CO 80124	Service Contract	Customer Information and Contract Specifications
230	Upstream Energy Services LLC	Southcross Marketing Company Ltd.	8 Greenway Plaza, Suite 1440 Houston, TX 77046	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 10/01/2012
231	Veeam	Southcross Energy GP LLC	Wellesley Office Park 20 William Street, Suite 230 Wellesley, MA 02481	Licensing Agreement	Production Licenses - Termination Date: 12/03/2019
232	Verity Group	Southcross Energy GP LLC	P.O. Box 940361 Plano, TX 75094-0361	Equipment Rental Agreement	Existing Equipment List - Contract #16253
233	Vmware	Southcross Energy GP LLC	3401 Hillview Ave Palo Alto, CA 94304	Purchase Contract	VMware Support and Subscription Renewal Confirmation
234	WEX Fleet Universal	Southcross Energy GP LLC	Po Box 6293 Carol Stream, IL 60197-6293	Lease: Auto	Lease and Fleet Management Services Agreement
235	White Rock Security Group	Southcross Energy GP LLC	8533 Ferndale Rd. Ste 101 Dallas, TX 75238	Purchase Contract	Invoice
236	Wonderware West	Southcross Energy GP LLC	1333 Corporate Drive, Suite 230 Las Colinas, TX 75038	Software Licensing Agreement	IT Purchase re SCADA Software

Exhibit B

Blackline

CONFIDENTIAL

ASSET PURCHASE AGREEMENT

DATED AS OF ~~{•}~~ SEPTEMBER 11, 2019,

BY AND AMONG

SOUTHCROSS ENERGY PARTNERS, L.P.,

THE OTHER SELLERS PARTY HERETO

SOUTHCROSS ENERGY PARTNERS GP, LLC

AND

MAGNOLIA INFRASTRUCTURE HOLDINGS, LLC

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of ~~September 11, 2019~~, is by and among Southcross Energy Partners, L.P., a Delaware limited partnership (“**Southcross**”), the Subsidiaries of Southcross listed on the signature pages hereto (collectively, the “**Southcross Entities**” and together with Southcross, the “**Sellers**”, and, each individually, a “**Seller**”), Southcross Energy Partners GP, LLC, a Delaware limited liability company, solely with respect to Section 8.04 and Article 13 (“**Southcross GP**”), and Magnolia Infrastructure Holdings, LLC,⁺ a Delaware limited liability company (“**Buyer**”). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article 1. Sellers and Buyer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Sellers are engaged in the business of providing transportation services and purchasing and selling natural gas within the states of Alabama and Mississippi, and are the owners of the Assets (such actions and ownership, the “**Business**”);

WHEREAS, on April 1, 2019 (the “**Petition Date**”), Sellers commenced voluntary cases (the “**Bankruptcy Cases**”) under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, Sellers desire to sell to Buyer all of the Assets, and Buyer desires to purchase from Sellers all of the Assets and assume all of the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the Transactions through a sale of the Assets pursuant to Sections 105, 363 and 365 of the Bankruptcy Code; ~~and~~

WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition to the willingness of the Sellers to enter into this Agreement, Buyer has received a commitment letter of which Southcross will be a third-party beneficiary (the “**Equity Commitment Letter**”) from ArcLight Energy Partners Fund V, L.P. (the “**Equity Financing Source**”) confirming its commitment to provide Buyer with equity financing in connection with the transactions contemplated hereby in the amount set forth therein subject to the conditions set forth therein, a copy of which has been provided to Sellers; and

WHEREAS, Sellers’ ability to consummate the Transactions set forth in this Agreement is subject to, among other things, the entry of the Stalking Horse Order and the Sale Order by the Bankruptcy Court.

~~⁺ **Note to Buyer:** Please provide financials or other information adequate to affirm creditworthiness of Buyer, or a fund guarantee.~~

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“**365 Contracts**” means all of Sellers’ executory Contracts and unexpired leases that are subject to assumption and assignment under Section 365 of the Bankruptcy Code primarily pertaining to the Assets or Assumed Liabilities. For the avoidance of doubt, none of the ~~Assigned~~ granting instruments for Owned Real Property or the Real Property Interests are 365 Contracts.

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly (through one or more intermediaries) Controls, is Controlled by or is under common Control with such specified Person; *provided that* (a) the equity holders and creditors of Sellers (other than any equity holder or creditor who is a Seller or Subsidiary of any Seller) will not be considered Affiliates of any Seller for purposes of this Agreement, and (b) in the case of Buyer, except as used in the definition of “Material Adverse Effect”, Section 7.05 and Section 13.12 the terms “Affiliate” or “Affiliates” shall not mean ArcLight Capital Partners, LLC or its other portfolio companies, or its or their Subsidiaries, sponsors, or partners, except that any disclaimers or releases/waivers hereunder in favor of (or to the benefit of) Buyer or its respective Affiliates (and, in each case, similar phrases) hereunder, the terms “Affiliate” or “Affiliates” shall include such Persons.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Allocation Notice of Objection**” has the meaning set forth in Section 8.02(a).

“**Alternate Bidder**” will mean the bidder with the next-highest or otherwise second-best bid as determined in accordance with the Bidding Procedures.

“**Applicable Employees**” means each of the employees ~~listed on Disclosure Schedule 8.04(a).~~² of Southcross GP and its Affiliates whose primary responsibilities relate to the Business.

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated, enforced or applied by a Governmental

² ~~Note to Draft: Sellers will provide schedule of employees whose primary responsibilities relate to the Business. Buyer to advise whether any such employees will not be “Applicable Employees”.~~

Authority that is binding upon or applicable to such Person or its properties, as amended unless expressly specified otherwise.

~~“Applicable Superior Proposal” has the meaning set forth in Section 12.01(b)(iv).~~

“APSC” means the Alabama Public Service Commission.

“APSC Approval” means approval of the Transactions by the APSC through a Final Order.

“Assets” has the meaning set forth in Section 2.01(b).

“Assigned Contracts” has the meaning set forth in Section 2.01(b)(vi).

~~“Assigned Real Property Interests” has the meaning set forth in Section 2.01(b)(v).~~

“Assignments” means the Assignments, Bill of Sale, ~~Deed~~, and Conveyance (a) with respect to all Assets (other than Owned Real Property) located in the State of Alabama, in the form attached hereto as Exhibit D-1, and (b) with respect to all Assets (other than Owned Real Property) located in the State of Mississippi, in the form attached hereto as Exhibit D-2.

“Assumed Liabilities” has the meaning set forth in Section 2.03.

“Auction” has the meaning set forth in the Bidding Procedures.

“Bankruptcy Cases” has the meaning set forth in the recitals.

“Bankruptcy Code” means Title 11 of the United States Code, Sections 101 *et seq.*

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bankruptcy Deposits” has the meaning set forth in Section 2.02(p).

“Bidding Procedures” means the procedures employed with respect to the proposed sale of the Assets and the assumption of the Assumed Liabilities attached hereto as Exhibit E.

“Bidding Procedures Order” means the Order of the Bankruptcy Court entered on June 13, 2019 approving the Bidding Procedures attached hereto as Exhibit F.

“Business” has the meaning set forth in the recitals.

“Business Day” means any day, other than Saturday or Sunday, on which commercial banks are open for commercial business with the public in New York City, New York and Dallas, Texas.

“Business Permits” has the meaning set forth in Section 5.06.

“Buyer” has the meaning set forth in the introductory paragraph.

“**Cash Purchase Price**” has the meaning set forth in Section 3.01(a).

“**Casualty Loss**” means any loss, damage or destruction of the Assets that occurs during the period between the date hereof and the Closing for any reason, including any act of God, fire, explosion, collision, earthquake, windstorm, flood, hurricane, tropical storm, terrorism, or other casualty or condemnation taking under the right of eminent domain, but excluding any loss, damage, or destruction as a result of depreciation or ordinary wear and tear.

“**Closing**” has the meaning set forth in Section 4.01.

“**Closing Date**” has the meaning set forth in Section 4.01.

“**Code**” means the Internal Revenue Code of 1986.

“**Condemnation Value**” has the meaning set forth in Section 8.08.

“**Condemnation Value Estimation Date**” has the meaning set forth in Section 8.08.

“**Confidential Information**” has the meaning given it in the Confidentiality Agreement.

“**Confidentiality Agreement**” has the meaning set forth in Section 7.01(b).

“**Contract**” means any agreement, contract, lease, deed, license, instrument, commitment, undertaking or obligation (in each case, whether written or oral) that is legally binding.

“**Control**” means the ability (directly or indirectly through one or more intermediaries) to direct or cause the direction of the management or affairs of a Person, whether through the ownership of securities or other equity interests, by Contract or otherwise.

“**Copyrights**” means any copyright, any copyrightable work, any registration or recording of any copyright or copyrightable work, and any application in connection therewith, including any such registration, recording, or application in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and any renewal of any of the foregoing.

~~“**Cure Cap**” means \$100,000.~~

“**Cure Costs**” means all monetary Liabilities, including pre-petition monetary Liabilities, of Sellers that must be paid or otherwise satisfied to cure all of Sellers’ monetary and other defaults under the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code at the time of the assumption thereof and assignment of the Assigned Contracts to Buyer as provided hereunder as such amounts are determined by the Bankruptcy Court pursuant to the process set forth in the Bidding Procedures Order.

~~“**Cure Excess**” has the meaning set forth in Section 2.05(a).~~

“**Decommissioning Obligations**” means all costs, obligations or Liabilities of or for abandonment and re-abandonment, equipment removal, disposal, or restoration associated with any Assets.

“**Deeds**” has the meaning set forth in Section 4.04(b).

“**Deposit Amount**” has the meaning set forth in Section 3.02.

“**Deposit Escrow Agreement**” means that certain fund services and deposit agreement, dated as of July 18, 2019, by and among Southcross and the Escrow Agent.

“**Designated Buyer**” has the meaning set forth in Section 4.05.

“**Desired 365 Contracts**” has the meaning set forth in Section 2.05(a).

“**DIP Credit Agreement**” has the meaning ascribed to such term in the Bidding Procedures.

“**DIP Secured Parties**” has the meaning ascribed to such term in the Bidding Procedures.

“**Emergency Operations**” means operations necessary to respond to or alleviate the eminent or immediate endangerment of (a) the health or safety of any Person or the environment or (b) the safety or operational condition of any of the Assets.

“**Encumbrance**” means any lien, encumbrance, claim, liability, pledge, mortgage, deed of trust, security interest, restriction or charge, including (a) any conditional sale or other title retention agreement and (b) any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements.

“**Environmental Laws**” means any and all Applicable Laws relating to the protection or preservation of human health and safety (with respect to exposure to Hazardous Substances), the environment or natural resources (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, soil and strata, and plant and animal life), or relating to the use, generation, management, handling, disposal, storage, recycling, labeling, transportation or Release or threatened Release of, or exposure to, Hazardous Substances.

“**Equity Commitment Letter**” has the meaning ascribed to such term in the recitals.

“**Equity Financing Source**” has the meaning ascribed to such term in the recitals.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**ERISA Affiliate**” means any Person that is (or at any relevant time was) a member of a “controlled group of corporations” with or under “common control” with any of the Sellers or Southcross GP as defined in Section 414(b) or 414(c) of the Code or that is otherwise (or at any relevant time was) required to be treated, together with any of the Sellers or Southcross GP, as the case may be, as a single employer under Sections 414(m) or 414(o) of the Code.

“**Escrow Agent**” means Kurtzman Carson Consultants, LLC.

“**Excluded Assets**” has the meaning set forth in Section 2.02.

“**Excluded Contracts**” means all Contracts of Sellers other than the Assigned Contracts.

“**Excluded Liabilities**” has the meaning set forth in Section 2.04.

“**Excluded Records**” means (a) the general corporate files and records of Sellers, insofar as they relate to the organization, existence or capitalization of the applicable Seller, as well as any other records or materials relating to the Sellers generally and not primarily involving or primarily related to the Assets or the operations of the Business (provided that copies but not originals of any records or materials related to the Assets or the operations of the Business but that are not primarily related to the Assets or the operations of the Business shall be provided to the Buyer), (b) Sellers’ federal, state, local or non-U.S. income, franchise or margin Tax files and records, (c) employee files (other than files of Transferred Employees that are permitted to be transferred pursuant to Applicable Law), (d) records, including privileged information, relating to the sale of the Assets, including competing bids, (e) ~~information and data that is subject to Third Party contractual restrictions on assignment or disclosure~~, (f) copies of records stored for archival and/or back up purposes, ~~(g) privileged information~~, and (h) any other files or records to the extent relating to any Excluded Assets or expressly excluded from the Assets pursuant to Section 2.02.

“**Expense Reimbursement**” means an amount equal to the reasonable, documented, out-of-pocket costs and expenses of Buyer (including the reasonable, documented expenses of outside counsel, investment bankers and other outside advisors) related to negotiating this Agreement and investigating Sellers and the Assets, up to a maximum amount of \$500,000, which amount, upon entry of the Stalking Horse Order, will constitute an administrative expense of Sellers in the Bankruptcy Cases under sections 503(b), and 507(a)(2), ~~and 507(b)~~ of the Bankruptcy Code.

“**Final Allocation Statement**” has the meaning set forth in Section 8.02(a).

“**Final Order**” means an Order, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing is then pending, (b) if an appeal, writ of *certiorari* new trial, reargument or rehearing thereof has been sought, such Order has been affirmed by the highest court to which such Order was appealed, or *certiorari* has been denied, or a new trial, reargument or rehearing has been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired, as a result of which such Order has become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the ~~Bankruptcy~~Federal Rules of Bankruptcy Procedure, may be filed relating to such Order, will not cause such Order not to be a Final Order; or (c) in the case of an Order by the APSC or MPSC the time to appeal, petition for *certiorari*, or move for a new trial, reargument or

rehearing has expired and as to which no appeal, petition for *certiorari* or motion for new trial, reargument or rehearing is then pending; if an appeal, writ of *certiorari* new trial, reargument or rehearing thereof has been sought, such Order has been affirmed by the highest court to which such Order was appealed, or *certiorari* has been denied, or a new trial, reargument or rehearing has been denied or resulted in no modification of such Order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired.

“**Fraud**” means actual and intentional common law fraud as determined in accordance with Delaware Law with respect to the representations and warranties made in this Agreement.

“**Governmental Authority**” means any court or tribunal in any jurisdiction (domestic or foreign) or any federal, tribal, state, parish, county, municipal or other governmental or quasi-governmental body, agency, authority, department, board, commission, bureau, official or other authority or instrumentality.

“**Governmental Authorization**” means any approval, consent, license, Permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

“**Hazardous Substance**” means any pollutants, contaminants, NORM and other radioactive materials, chemicals, petroleum, petroleum products, crude oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, and other Hydrocarbons whether refined or unrefined, or industrial, toxic or hazardous substances, radon, asbestos or asbestos-containing material, urea formaldehyde foam insulation or polychlorinated biphenyls, as well as any other substance, material or waste regulated by any Applicable Law relating to the environment ~~as hazardous or toxic~~ due to their actual adverse impacts on the environment, including but not limited to any “contaminant,” “hazardous waste,” “hazardous material,” “hazardous substance”, “extremely hazardous substance” or “toxic substance” or words of similar import listed, designated ~~or~~, defined or regulated as such under any Environmental Law or other Applicable Law relating to the environment.

“**Hedge Contracts**” means any Contract to which any Seller is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, “over the counter,” or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“**Hydrocarbons**” means oil, gas, minerals, and other gaseous and liquid hydrocarbons, or any combination of the foregoing or any mixture containing the foregoing.

“**ICA**” has the meaning set forth in Section 5.16(a).

“**Indebtedness**” means any of the following indebtedness (whether or not contingent), with respect to any Seller: (a) any indebtedness for borrowed money; (b) any indebtedness or Liabilities evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security; (c) any obligations and Liabilities for the deferred purchase price of property, assets,

securities or services, contingent purchase price obligations or “earn-out” obligations in connection with any acquisition (including any purchase price adjustment payments); (d) any commitment by which any Seller assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit); (e) any indebtedness guaranteed in any manner (including guarantees in the form of an agreement to repurchase or reimburse); (f) any Liabilities under capitalized leases with respect to which any Seller is liable as obligor, guarantor or otherwise, or with respect to which obligations any Seller assures a creditor against loss; (g) any indebtedness or Liabilities secured by an Encumbrance on any Seller’s assets; (h) any amounts owed to any Person under any noncompetition or consulting arrangements; (i) any amounts owed to Affiliates (including intercompany trade and accounts payable); (j) any obligations and Liabilities under or in respect of any out-of-the-money interest rate, currency or other hedging agreement and any other arrangement designed to provide protection against fluctuations in interest or currency rates; (k) any obligations and Liabilities under any performance bond, surety bond, fidelity bond, letter of credit, bankers’ acceptance or similar items, solely to the extent drawn as of the Closing Date; (l) all Liabilities under conditional sale or other title retention agreements; (m) all Liabilities with respect to vendor advances or any other similar advances; (n) all unpaid management or other fees owing or Liabilities to any Seller or any Affiliate of such Seller; (o) all deferred compensation or accrued but unpaid wages or commissions or other compensation; (p) all outstanding severance payments as of the Closing; (q) any obligations under severance agreements, stay/retention bonuses, incentive bonuses (relating to the Transactions), termination and change of control arrangements and similar obligations that are owed to any Person or that will be triggered, either automatically or with the passage of time, by the consummation of the Transactions (including any Taxes thereon); (r) all prepayments relating to the Business; (s) all obligations for unfunded Liabilities relating to any employee benefit plan, pension plan or similar arrangement; (t) deferred rent; (u) Liabilities associated with factoring or discounting of accounts receivables; (v) all “cut” but uncashed checks issued by any Seller that are outstanding as of the Closing Date; (w) all obligations of the type described in clauses (a) through (v) above of any other Person, in each case, outstanding as of the Closing for which any Seller or any of such Seller’s Subsidiaries is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations or obligation to supply or invest any funds or assure any creditor against loss in connection thereto; and (x) for clauses (a) through (w) above, all accrued interest, fees, costs, premiums, expenses, reimbursements, indemnities, breakage costs or penalties, if any, and all other amounts payable at or as a result of the Closing in connection with any of the foregoing.

“**Insurance Policies**” has the meaning set forth in Section 5.14.

“**Intellectual Property**” means all intellectual property rights, including all Copyrights, Patents and Trademarks, and any applications and registrations related to any of the foregoing, in each case to the extent owned, used or licensed by Sellers (or any of them) that are used or held for use primarily in connection with the ownership and operation of any of the other Assets, but specifically excluding, for the avoidance of doubt, all seismic, geological, geochemical or geophysical data owned or licensed by Sellers and any of Sellers’ interpretations of such data (which data and interpretations thereof will constitute Records under this Agreement).

“**IRS**” means the Internal Revenue Service.

“**Knowledge**” means, with respect to any matter in question, (a) in the case of Sellers, the actual knowledge, after reasonable inquiry, of any of the individuals listed on Schedule 1.01(b) with respect to such matter, and (b) in the case of Buyer, the actual knowledge, after reasonable inquiry, of any of the individuals listed on Schedule 1.01(c) with respect to such matter.

“**Leased Real Property**” has the meaning set forth in Section 5.12(b).

“**Liability**” means any and all debts, indebtedness, liens, losses, damages, adverse claims, liabilities, fines, penalties, duties, responsibilities, obligations and expenses (including reasonable attorneys’ fees and reasonable costs of investigation and defense) of any kind, character, or description, whether known or unknown, direct or indirect, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, asserted or unasserted, ascertained or ascertainable, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, executory, determined, determinable, in contract, tort, strict liability, or otherwise, or otherwise due or to become due.

“**Master Assignment**” means the Master Assignment, Bill of Sale, Deed, and Conveyance in the form attached hereto as Exhibit C.

“**Material Adverse Effect**” means any event, change, circumstance, occurrence, effect, result or state of facts (whether or not foreseeable or known as of the date of the Closing) that, individually or in the aggregate, (a) is or would reasonably be expected to have a material adverse effect on the value, condition (financial, operational or otherwise) or operations of the Business or the Assets as currently owned and operated, in each case, taken as a whole or (b) materially impairs the ability of the Sellers to consummate, or prevents or materially delays, the consummation of the Transactions or would reasonably be expected to do so; *provided* that in the case of the foregoing clause (a), no event, change, circumstance, occurrence, effect, result or state of facts arising from any of the following will be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect: (i) any change in the United States or foreign economies, financial markets, credit markets or political conditions, including any change in supply, demand, price levels or interest or exchange rates, embargo, sanctions or interruptions in trade; (ii) any change that generally affects the businesses or areas in which Assets operate, including changes in the prices or industry margins of Hydrocarbons or any other commodities or any increase in operating costs or capital expenses or any reduction in Hydrocarbon drilling activity or production; (iii) any ~~Proceeding by any Person by reason of, based upon, attributable to, resulting from or arising in connection with, the negotiation, entry into or consummation of the transactions contemplated by this Agreement, any other Transaction Document or the Confidentiality Agreement;~~ (iv) any change arising in connection with hostilities, act of war, civil unrest, cyber-attack, sabotage or terrorism or military actions or any escalation or worsening of any such hostilities, acts of war, civil unrest, cyber-attack, sabotage or terrorism or military action; ~~(v)~~ (v) any act of God, hurricane, flood, tornado, fire, explosion, weather event, earthquake, landslide or other natural disaster ~~and any other force majeure events;~~ (v) any change or proposed change in Applicable Law or accounting rules (or the interpretation or enforcement thereof); ~~(vi)~~ (vi) any action taken or proposed to be taken by Buyer or any of its Affiliates; ~~(vii)~~ (vii) any effect resulting from the public announcement of this Agreement, the negotiation, execution, performance of this Agreement or the consummation of the ~~transactions contemplated by this Agreement~~ Transactions (*provided* that this clause (vii))

shall be disregarded for purposes of any noncontravention representations and warranties and any condition as to the accuracy thereof); (~~ix~~viii) any effect resulting from the filing of the Bankruptcy Cases, including any Seller's inability to pay its obligations as a result of the filing of the Bankruptcy Cases; (~~x~~ix) any decline, in and of itself, in the market price or trading volume of the Southcross common units (it being understood and agreed that the foregoing will not preclude Buyer from asserting that any facts or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect), (~~x~~ix) any failure to meet any projections, budgets, forecasts, estimates, plans, predictions, performance metrics or operating statistics (it being understood and agreed that the foregoing will not preclude Buyer from asserting that any facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect); (~~xix~~xi) any action taken (or omitted to be taken) at the request of Buyer or any of its Affiliates; (~~xix~~xii) any action taken (or not taken) by any Seller or its Affiliates or the Business that is required ~~or expressly contemplated~~ to be taken (or not taken) pursuant to this Agreement; and (~~xiv~~xiii) any matter disclosed on the Disclosure Schedules ~~or in any filings by any Seller with the Bankruptcy Court or the Securities and Exchange Commission prior to the date of this Agreement~~; *provided further*, that (1) with respect to clauses (i), (ii), (iii), (iv), and (v) ~~and (vi), the impact of, any~~ such event, change, circumstances, occurrence, effect or state of facts may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect if and to the extent it disproportionately ~~impacts the Business or~~ adversely affects the Assets compared to other Persons competing in the industry of the Business and (2) with respect to the foregoing clause (iv), any such fact, event, condition, change occurrence or effect shall be taken into account if and to the extent it, individually or in the aggregate with any other fact, event, condition, change, occurrence or effect, disproportionately adversely affects the value, operation or financial condition of the Assets, taken considered as a whole relative to similarly situated businesses in the same, compared to other Persons competing in the industry of the Business in Mississippi or Alabama.

“**Material Casualty Loss**” has the meaning set forth in Section 8.07.

“**Material Contracts**” has the meaning set forth in Section 5.04(bc).

“**MPSC**” means the Mississippi Public Service Commission.

“**MPSC Approval**” means approval of the Transactions by the MPSC through a Final Order, including approval under Miss. Code Ann. §77-3-23 and Rule 8 of the Public Utility Rules of Practice and Procedure of the MPSC and staff.

“**Necessary Consent**” has the meaning set forth in Section 2.06.

“**NGA**” has the meaning set ~~for~~ forth in Section 5.16(a).

“**NGPA**” has the meaning set forth in Section 5.16(a).

“**NORM**” means naturally occurring radioactive materials.

“**Occurrence-Based Policies**” has the meaning set forth in [Section 8.06](#).

“**Order**” means any award, writ, injunction, judgment, settlement, order or decree entered, issued, made or rendered by any Governmental Authority.

“**Ordinary Course of Business**” means any action taken by a Person if: (a) such action is consistent in manner and amount with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; or (b) such action is similar in nature and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

“**Other Confidentiality Agreements**” has the meaning set forth in [Section 8.10](#).

“**Outside Date**” has the meaning set forth in [Section 12.01\(b\)\(ii\)](#).

“**Owned Intellectual Property**” means all Intellectual Property owned by Sellers.

“**Owned Real Property**” has the meaning set forth in [Section 5.12\(a\)](#).

“**Party**” and “**Parties**” each have the meaning set forth in the introductory paragraph.

“**Party Affiliate**” has the meaning set forth in [Section 13.12\(a\)](#).

“**Patents**” means any letters patent, applications for letters patent, and any reissues, divisionals, continuations, and continuations-in-part thereof, including any patents or patent applications in the United States Patent and Trademark Office, the World Intellectual Property Organization, or any similar office or agency in any other jurisdiction.

“**Periodic Non-Income Tax Cash Amount**” has the meaning set forth in [Section 3.01\(a\)\(i\)](#).

“**Periodic Non-Income Taxes**” has the meaning set forth in [Section 8.01\(b\)\(i\)](#).

“**Permits**” means any approvals, authorizations, consents, franchises, licenses, permits, variances, exemptions, registrations, waivers or certificates of any Governmental Authority.

“**Permitted Encumbrances**” means any of the following:

(a) any rights, obligations, or duties reserved to or vested in any municipality or other Governmental Authority to: (i) control or regulate any Asset in any manner, including all Applicable Laws, (ii) purchase, condemn, expropriate, or recapture any Asset, (iii) consent to a purchase of any Asset, including the Necessary Consents, or (iv) use any Asset in any manner;

~~(b) the terms and conditions of all Assigned Contracts;~~

(b) easements, rights-of-way, servitudes, Permits, surface leases, sub-surface leases, grazing rights, logging rights, ponds, lakes, waterways, canals, ditches, reservoirs, equipment,

pipelines, utility lines, railways, streets, roads, structures and similar rights on, over or in respect of any of the Assets, in each case, that are of public record ~~or~~ and that do not prevent or adversely affect the ownership, use and operation of the Assets as they are owned, used and operated prior to the Closing Date;

~~(d) with respect to any Assigned Real Property Interest, all matters of public record, to the extent valid and subsisting;~~

~~(e) (c) defects or irregularities in title (i) as to which the relevant statute(s) of limitations or prescription would bar any attack or claim against Sellers' title or (ii) disclosed in policies of title insurance or judicial lien searches which have been made available to Buyer;~~

~~(f) (d) statutory liens or other Encumbrances for Taxes not yet due and payable;~~

~~(g) (e) Assumed Liabilities (and, for the avoidance of doubt, the terms and conditions of all Assigned Contracts);~~

~~(h) (f) conventional rights of reassignment that have not been triggered at or prior to Closing; and~~

~~(i) Encumbrances arising by, through or under Buyer or any of its agents or representatives.~~

(j) For purposes of Section 2.01(a) of this Agreement only, "Permitted Encumbrances" shall also include any other imperfections in title, charges, easements, restrictions, licenses and Encumbrances that do not materially affect the value or use of the Assets subject thereto;

~~(k) Encumbrances arising by, through or under Buyer or any of its agents or representatives; and~~

~~(l) any Encumbrances that will be released by the Sale Order.~~

"Person" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

"Petition Date" has the meaning ascribed to such term in the recitals.

"Pipeline Systems" has the meaning set forth in Section 2.01(b)(i).

"Plants" has the meaning set forth in Section 2.01(b)(ii).

"Post-Closing Covenant" means any covenant to the extent required to be performed by any Seller or by Buyer, as applicable, under this Agreement following the Closing.

"Post-Closing Straddle Period" has the meaning set forth in Section 8.01(b)(ii).

"Pre-Closing Straddle Period" has the meaning set forth in Section 8.01(b)(ii).

“**Preferential Rights**” means any ~~material~~ preferential purchase rights, preemptive rights ~~or~~, rights of first refusal or similar rights that are applicable to the transfer of the Assets in connection with the Transactions.

“**Proceeding**” means any claim, action, arbitration, audit, hearing, investigation, litigation, inquiry or suit (whether civil, criminal or administrative) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

“**Proposed Allocation Statement**” has the meaning set forth in Section 8.02(a).

“**Proposed Assumed Contracts Schedule**” has the meaning set forth in Section 5.04(a).

“**Purchase Price**” has the meaning set forth in Section 3.01.

“**R&W Insurance Policy**” has the meaning set forth in Section 13.12(c).

“**Real Property Interests**” has the meaning set forth in Section ~~5.122.01~~(ab)(v).

“**Records**” has the meaning set forth in Section 2.01(b)(viii).

“**Registered Intellectual Property**” has the meaning set forth in Section 5.07(a).

“**Release**” means any release, spill, emission, emptying, pouring, leaking, pumping, injection, deposit, disposal, discharge, dispersal, migration or leaching into, onto, under or through the environment.

“**Released Parties**” has the meaning set forth in Section 13.12(b).

“**Releasers**” has the meaning set forth in Section 13.12(b).

“**Representative**” means, with respect to a particular Person, any director, officer, member, manager, partner, employee, agent, consultant, advisor, investor, shareholder, contractor, subcontractor or other representative of such Person, including legal counsel, accountants and financial advisors.

“**Required Lenders**” has the meaning ascribed to such term in the DIP Credit Agreement.

“**Restoration**” has the meaning set forth in Section 8.07.

“**Restoration Cost**” has the meaning set forth in Section 8.07.

“**Restoration Cost Estimation Date**” has the meaning set forth in Section 8.07.

“**Restoration Option**” has the meaning set forth in Section 8.07.

“**Restoration Reduction Amount**” has the meaning set forth in Section 8.07.

“**Rights-of-Way**” has the meaning set forth in Section 5.12(d).

“**Sale Hearing**” means the hearing at which the Bankruptcy Court considers approval of the Sale Order pursuant to sections 105, 363 and 365 of the Bankruptcy Code.

“**Sale Order**” means an Order of the Bankruptcy Court, which Order is substantially in the form attached hereto as Exhibit H, with such changes as may be required by the Bankruptcy Court that are in form and substance acceptable to Sellers, Buyer and the Required Lenders.

“**Seller Benefit Plans**” means all “employee benefit plans” within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), and all other compensation and benefit plans, Contracts, policies, programs and arrangements, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, that provide any employee benefit, change of control, retention, pension, retirement, profit sharing, incentive, savings and thrift, bonus, stock bonus, stock option or other cash or equity-based incentive or deferred compensation, severance pay, health, medical, disability, life insurance and any similar plans or practices that are maintained by the Sellers, Southcross GP or any of their respective ERISA Affiliates that the Seller, Southcross GP or any of their respective ERISA Affiliates maintains, administers, contributes to or is required to contribute to, that covers or has covered any current or former employee, officer, director or independent contractor of the Business or any dependent thereof, or for which the Seller, Southcross GP or any of their respective ERISA Affiliates may have any liability (whether actual or contingent).

“**Seller Credit Obligations**” has the meaning set forth in Section 8.03(c).

“**Seller Marks**” has the meaning set forth in Section ~~8.07~~Section 8.09.

“**Sellers**” has the meaning set forth in the introductory paragraph, and “**Seller**” will mean any of them.

“**Southcross**” has the meaning set forth in the introductory paragraph.

“**Southcross Entities**” has the meaning set forth in the introductory paragraph.

“**Southcross GP**” has the meaning set forth in the introductory paragraph.

“**Specified Contracts**” has the meaning set forth in Section 5.04(d).

“**Specified Contracts Schedule**” has the meaning set forth in Section 8.11.

“**Specified Termination Event**” has the meaning set forth in Section 12.02(b).

“**Stalking Horse Order**” means the Order of the Bankruptcy Court entered on August 30, 2019 D.I. 454 approving, among other things, the Expense Reimbursement, ~~substantially in the form~~ attached hereto as Exhibit G, ~~with such changes as may be required by the Bankruptcy Court that are in form and substance acceptable to Sellers, Buyer and the Required Lenders.~~

“**Straddle Period**” has the meaning set forth in Section 8.01(b)(ii).

“**Subsidiary**” means any entity with respect to which a specified Person (or a Subsidiary thereof) has the power, through the ownership of securities or otherwise, to elect a majority of the directors or similar managing body; *provided* that, for purposes of this Agreement, solely the Persons listed in Schedule 1.01(a) attached hereto will constitute Subsidiaries of Southcross.

“**Successful Bidder**” means the bidder with the highest or otherwise best bid as determined in accordance with the Bidding Procedures.

“**Superior Proposal**” means any bona fide proposal or offer ~~to or from a Person~~ submitted at or before the Auction by a party that is designated as the Successful Bidder at the Auction (other than Buyer or its Representatives) with respect to (a) any plan of reorganization or liquidation, proposal, offer, dissolution, winding up, liquidation, reorganization, merger, consolidation, business combination, joint venture, partnership, sale of assets or equity interests or restructuring involving the Assets, or (b) any other direct or indirect acquisition involving the Assets, that, in each case, Southcross has determined in its business judgment (in consultation with the DIP Secured Parties) would, if consummated, result in a transaction superior to the Transactions. Notwithstanding the foregoing, any Expense Reimbursement under this Agreement will be treated as an administrative expense.

“**Systems**” has the meaning set forth in Section 5.07(d).

“**Tax**” or “**Taxes**” (and with correlative meaning, “**Taxable**”, “**Taxation**” “**Taxing**”) means (a) all federal, state, local or foreign taxes, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, escheat or unclaimed property obligations, property and estimated taxes and (b) all interest, penalties and additions to tax imposed by any Tax Authority in connection with any item described in clause (a).

“**Tax Authority**” means any Governmental Authority charged with the administration of any Applicable Law relating to Taxes, including the imposition, assessment or collection of Taxes.

“**Tax Return**” means any return, declaration, report, estimate, information return and statement required to be filed in respect of any Taxes (including any attachment thereto or amendment thereof).

“**TCM**” means Third Coast Midstream, LLC or one of its Affiliates.

“**Third Party**” means any Person other than a Seller, Buyer or any of their respective Affiliates.

“**Trade Secret**” has the meaning set forth in Section 5.07(e).

“**Trademarks**” means any trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or

design of like nature, and all goodwill associated therewith, any registration of the foregoing, and any application in connection therewith, including any such registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other jurisdiction, and all extensions or renewals of any of the foregoing.

“**Transaction Documents**” means this Agreement, [the Transition Services Agreement](#), [the Equity Commitment Letter](#) and any other agreements, instruments or documents entered into pursuant to this Agreement.

“**Transactions**” means the transactions contemplated by this Agreement, the Transaction Documents and any Schedule, certificate or other document delivered pursuant hereto or thereto.

“**Transfer Taxes**” has the meaning set forth in [Section 8.01\(a\)](#).

“**Transferred Employees**” has the meaning set forth in [Section 8.04\(a\)](#).

“**Transition Services Agreement**” means a transition services agreement, substantially in the form attached hereto as [Exhibit I](#).³

“**Trustee**” has the meaning set forth in [Section 13.14](#).

[“willful and material breach” shall mean a material breach that is a consequence of an act or omission undertaken by the breaching Party with the knowledge that such act or omission would be a material breach of this Agreement.](#)

Section 1.02. [Other Definitions and Interpretive Matters.](#)

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation will apply:

(i) *Calculation of Time Period.* When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(ii) *Dollars.* Any reference in this Agreement to “**Dollars**” or “**\$**” means United States dollars.

(iii) *Exhibits; Schedules; Disclosure Schedules.* All Exhibits, Schedules and Disclosure Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any

³. ~~Note to Draft: Scope and duration of transition services are under Buyer review, but are expected to include field operations, legal, regulatory, IT/business systems, back office (contract administration, nominations, scheduling, invoicing), accounting and HR services.~~

capitalized terms used in any Exhibit, Schedule or Disclosure Schedule but not otherwise defined therein will be defined as set forth in this Agreement.

(iv) *Gender and Number.* Any reference in this Agreement to gender includes all genders, and words imparting the singular number also include the plural and vice versa.

(v) *Headings.* The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified.

(vi) *Herein.* Words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(vii) *Including.* The word “including” or any variation thereof means “including, without limitation”, and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(viii) *Statute.* Unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder; *provided* that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance with, any Applicable Law, the reference to such Applicable Law means such Applicable Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(ix) *Contract.* References to a Contract mean such Contract as amended from time to time.

(x) *Documents Provided or Made Available.* References to documents or other materials “provided” or “made available” to Buyer shall mean that such documents or other materials were present ~~at least two days~~ prior to the date of this Agreement in the online data room maintained by Sellers for purposes of the Transactions and accessible by Buyer.

(b) *No Strict Construction.* Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson will be applied against any Person with respect to this Agreement.

ARTICLE 2 PURCHASE AND SALE

Section 2.01. Purchase and Sale.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing, Sellers will sell, transfer, assign, convey and deliver to Buyer, and Buyer will purchase, acquire and accept from Sellers, the Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(b) The “**Assets**” means all right, title and interest of any Seller in, to or under the following, other than any Excluded Assets:

(i) the natural gas gathering and transmission pipelines, pipeline systems, flowlines, and gathering and processing systems (whether such pipelines and facilities are operating, being built or idle) of such Seller located in Mississippi or Alabama, including those described and depicted on the ~~plat~~plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, ~~and~~ other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such pipelines, pipeline systems, flowlines, and gathering and processing systems or ~~used (or held for use) in connection with the use, ownership or operation of such pipelines, pipeline systems, flowlines, and gathering and processing systems (or any portion thereof),~~elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Pipeline Systems**”);

(ii) the processing, fractionating, gathering and treating plants, compression stations and other facilities of such Seller located in Mississippi and Alabama, including those described and depicted on the ~~plat~~plats attached hereto as Exhibit A-1 and Exhibit A-2, together with all equipment, machinery, fixtures, power lines, and other personal, movable and mixed property and other items of tangible personal property of such Seller that is located at or in the immediate vicinity of such processing, fractionating, gathering and treating plants, compression stations and other facilities or ~~primarily used (or held primarily for use) in connection with the use, ownership or operation of such processing, fractionating, gathering and treating plants, compression stations and other facilities (or any portion thereof) or the transportation of natural gas,~~elsewhere in Mississippi or Alabama, including all above- and below-ground facilities or structures, valves, pipes, scrubbers, machinery, gauges, meters, fittings, fixtures, units, tanks, traps, pig launchers, slug catchers, connections, cathodic protection equipment, radio towers and SCADA (collectively, the “**Plants**”);

(iii) to the extent not described in Section 2.01(b)(i) or (ii), all items of tangible personal property or equipment owned or held primarily for use by such Seller in

connection with its ownership or operation of the Pipeline Systems, Plants and other Assets, including the vehicles listed on Exhibit A-3;

(iv) all inventory held by such Seller for use in connection with the Pipeline Systems or Plants;

(v) all fee interests, rights-of-way, surface leases, surface use agreements, easements, real property interests, real rights, licenses, servitudes, Permits, privileges and leases (surface and subsurface) owned or held for use by such Seller or hereinafter acquired by Sellers prior to Closing, in each case, in connection with the Pipeline Systems or Plants and constituting real property or a real property interest, together with the rights, tenements, appurtenant rights and privileges relating thereto (in each case, excluding unexpired leases that are 365 Contracts) (collectively, the “~~Assigned~~ **Real Property Interests**”);

(vi) all Contracts that constitute, as of the Closing Date, Desired 365 Contracts (collectively, the “**Assigned Contracts**”);

(vii) all Permits of any Governmental Authority, and all Orders of any Governmental Authority (in each such case, whether preliminary or final) required of such Seller for the ownership, operation or use of the Assets;

(viii) all books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent primarily relating to any Asset, Transferred Employee and/or to any Assumed Liabilities, together with copies, but not originals, of books, databases, files, records, maps, information and data (other than the Excluded Records) in such Seller’s or its Subsidiaries’ possession, whether in written or electronic format, to the extent relating, but not primarily relating, to any Asset, Transferred Employee and/or to any Assumed Liabilities (collectively, the “**Records**”);

(ix) all rights, claims, accounts and causes of action (including warranty and similar claims) associated with the Assets and immunities related to same, arising out of events occurring at or after the Closing, including all income, proceeds, revenue, receipts, and credits earned with respect to the Assets from and after the Closing Date;

(x) all warranty or indemnity claims that may be made against any Person, other than Sellers or any Affiliate thereof, under any Assigned Contract, in each case, relating to the Assets, or any products or services provided in connection therewith;

(xi) all advance payments, prepayments, prepaid expenses, deposits (other than the Bankruptcy Deposits) or the like (other than Taxes), in each case related to the Assets and made by or on behalf of such Seller before the Closing Date;

(xii) all rights to proceeds under the Insurance Policies to the extent related to the Assets (other than insurance proceeds relating to a Casualty Loss (A) that are used by Sellers to repair the applicable Casualty Loss or (B) with respect to which (and only to

the extent to which) the Cash Purchase Price is reduced in accordance with Section 8.07 hereof);

(xiii) all Intellectual Property;

(xiv) all goodwill and other intangible assets associated with the Business, including all customer relationships and goodwill of the Business, and all information and documents related thereto; and

(xv) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code related to the Assets (including against any counterparty of any Assigned Contract), including any proceeds thereof.

Section 2.02. Excluded Assets. Notwithstanding the foregoing, nothing herein will be deemed to constitute an agreement to sell, transfer, assign or convey the Excluded Assets to Buyer, and Sellers will retain all right, title and interest to, in and under the Excluded Assets. The term “**Excluded Assets**” means all assets of any Seller other than the Assets, including:

(a) any amounts (including the Purchase Price) paid or payable to any of the Sellers pursuant to this Agreement;

(b) all cash and cash equivalents (including any cash that is collateralizing any letters of credit issued pursuant to the DIP Credit Agreement) and accounts and trade receivables of any of the Sellers;

(c) any shares of capital stock or other equity interest of any of the Sellers or any of Sellers’ Subsidiaries or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller or any of Sellers’ Subsidiaries;

(d) all minute books, stock ledgers, corporate seals and stock certificates of any of the Sellers;

(e) all Excluded Records;

(f) all Excluded Contracts, including all rights thereunder;

(g) all rights to any Tax refunds, credits, statements, receivables or rebates or reimbursement for other costs borne by any of the Sellers attributable to any period (or portion thereof) ending on or prior to the Closing Date;

(h) all Insurance Policies and rights to proceeds thereof to the extent related to the Excluded Assets, Excluded Liabilities or the operation of the Excluded Assets;

(i) all rights, claims or causes of action by or in the right of any of the Sellers against any current or former director or officer of any of the Sellers;

(j) all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof, except to the extent related to the Assets;

(k) any rights, claims or causes of action of any of the Sellers under this Agreement, any other Transaction Document or the Confidentiality Agreement;

(l) each 365 Contract that, as of the Closing Date, is not designated as a Desired 365 Contract;

(m) (i) any attorney-client privilege and attorney work-product protection of any of the Sellers or associated with the Business as a result of legal counsel representing any of the Sellers or the Business in connection with the Transactions; (ii) all documents subject to the attorney-client privilege and work-product protection described in the foregoing clause (i); and (iii) all documents maintained by any of the Sellers relating to the drafting, negotiation, execution, delivery and performance of this Agreement, any other Transaction Document or any agreements with any other bidder in connection with any sale process previously conducted by or in which any of the Sellers were previously involved, including the sale process leading to the entry into this Agreement; *provided, however*, that for the avoidance of doubt, clauses (i) and (ii) shall not include any attorney-client and work-product privileges related to transferred claims or causes of action identified in Section 2.01;

(n) all bank accounts, safety deposit boxes, lock boxes and securities accounts of any of the Sellers and the contents thereof;

(o) all assets in respect of, arising from, or relating to the Seller Benefit Plans;

(p) all outside of the Ordinary Course of Business deposits made or required to be made by any of the Sellers to suppliers or customers after the Petition Date as a result of the filing of the Bankruptcy Cases (collectively, the “**Bankruptcy Deposits**”); and

(q) all Hedge Contracts.

Section 2.03. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer will assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), the following Liabilities (collectively, the “**Assumed Liabilities**”):

(a) *Generally.* All Liabilities arising from the ownership or operation of the Assets by Buyer at and after the Closing (including the amount of any Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period as determined pursuant to Section 8.01(b)(ii));

(b) *Assigned Contracts.* All of Sellers’ Liabilities under the Assigned Contracts (~~other than the Hedge Contracts~~), to the extent (i) first arising at or after the Closing or (ii) arising prior to the Closing to the extent requiring performance at or after the Closing; other than payment of Liabilities incurred prior to the Closing, in each case, excluding any Liabilities arising from any breach prior to the Closing or as a result of Closing or any event, circumstance or condition first

occurring or existing prior to the Closing that, with notice, lapse of time or both, would constitute or result in a breach by the Sellers of any obligations thereunder;

(c) ~~Assigned-Real Property Interests.~~ All of Sellers' Liabilities under the ~~Assigned~~ Real Property Interests arising ~~at or~~ from facts and circumstances first occurring after the Closing;

(d) *Properties.* All Decommissioning Obligations of Sellers or otherwise relating to the Assets, whether arising prior to, at or after the Closing (but, for clarity, excluding any Decommissioning Obligations to the extent relating to the Excluded Assets);

~~(e) Cure Costs. All Cure Costs required to be paid by Buyer pursuant to Section 2.05, up to the Cure Cap, unless otherwise agreed as set forth in Section 2.05(a);~~

(e) ~~(f) Taxes.~~ (i) All Transfer Taxes and (ii) all other Liabilities for Taxes arising from the ownership, or arising from the operation, of the Assets by Buyer ~~on or after~~ following the Closing ~~Date~~;

(f) ~~(g) Environmental.~~ All Liabilities relating to the Assets arising ~~from or relating to~~ under any Environmental Law ~~to the extent arising at or after the Closing and that arise from or relate to the ownership or operation of the Business or the Assets at or after the Closing (including the disposal or transportation of any Hazardous Substances generated, handled, or stored by or at the Assets to any property other than the Assets).~~ that do not constitute Excluded Liabilities under Section 2.04(k); and

(g) ~~(h) Transferred Employees.~~ All Liabilities in respect of any Transferred Employee for periods ~~from and~~ after the Closing; ~~and.~~

~~(i) Other Assets. To the extent not already described in Section 2.03(a) through Section 2.03(h) above, all Liabilities arising from, related to or associated with the Assets, in each case, to the extent accruing at or after the Closing.~~

Section 2.04. Excluded Liabilities. Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Sellers other than the Assumed Liabilities, whether related to the Business or the Assets and whether disclosed on the Disclosure Schedules, and regardless of when or by whom asserted (such Liabilities, collectively, the “**Excluded Liabilities**”),⁴ including the following:

(a) any Liabilities of any Seller under this Agreement, any other Transaction Document or any other agreement entered into by any Seller in connection with the Transactions (other than the Assumed Liabilities);

(b) any Liabilities of any Seller for expenses, fees or Taxes (subject to Section 8.01) incident to or arising out of the negotiation, preparation, approval or authorization of this

⁴ ~~Note to Draft: Deleted language is covered in the definition of “Liability”.~~

Agreement or the consummation (or preparation for the consummation) of the Transactions (including all attorneys' and accountants' fees, and brokerage fees);

(c) subject to Section 8.01, any Liabilities of any Seller for Taxes for any period;

(d) all Cure Costs;

(e) ~~(d)~~ any Liabilities of any Seller (i) arising by reason of any violation or alleged violation of any federal, state, local or foreign law or any requirement of any Governmental Authority or (ii) arising by reason of any breach or alleged breach by any Seller of any agreement, contract, lease, license, commitment, instrument, or Order;

(f) ~~(e)~~ any Liabilities of any Seller relating to any Proceeding arising out of or in connection with the conduct of the Business or any other conduct of any Seller or its officers, directors, employees, consultants, agents or advisors, in each case, prior to the Closing;

(g) ~~(f)~~ any Liabilities of any Seller for Indebtedness;

(h) ~~(g)~~ any Liabilities of any Seller to the extent related to any of the Excluded Assets;

(i) ~~(h)~~ any and all Liabilities of any Seller under any Contract of Sellers that is not an Assigned Contract whether accruing prior to, on, or after the Closing Date;

(j) ~~(i)~~ any and all Liabilities in any way attributable to (i) the employment or service of current or former employees, directors or consultants of Sellers or Southcross GP or any current or former Subsidiary of Sellers or Southcross GP who is not a Transferred Employee, regardless of whether such Liability is attributable to the period before, on or after the Closing Date, (ii) the employment or service of Transferred Employees to the extent attributable to any action, event, circumstance or condition arising on or prior to the Closing, or (iii) any Seller Benefit Plan;

(k) ~~(j)~~ any and all Liabilities ~~of Sellers~~ arising under or relating to any Environmental Law to the extent arising from facts, conditions or occurrences arising prior to the Closing and that arise from or relate to (i) the ownership or operation of the Business or the Assets prior to the Closing (including the disposal or transportation prior to the Closing Date of any Hazardous Substances generated, handled, or stored by or at the Assets to any property other than the Assets) ~~or~~, (ii) any action or inaction of Sellers or of any Third Party relating to the Business or the Assets prior to the Closing, (iii) any formerly owned, leased or operated properties of Sellers, or (iv) any condition first occurring or arising prior to the Closing with respect to the Business or the Assets;

(l) ~~(k)~~ any and all Liability for (i) costs and expenses incurred by Sellers or owed in connection with the administration of the Bankruptcy Cases (including claims under section 503(b)(9) of the Bankruptcy Code or for U.S. Trustee fees, fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Sellers, or any official or unofficial creditors' or equity holders' committee, or fees and expenses of the post-petition lenders or the pre-petition lenders incurred or owed in connection with the

administration of the Bankruptcy Cases),⁵ and (ii) all costs and expenses arising out of or related to any Third Party claims made against Sellers prior to the Closing, including any such warranty or product claims;

(m) ~~(n)~~ any Liabilities of any Seller arising out of or in connection with any death or personal injury to any Person sustained on or in connection with the Assets prior to the Closing Date;

(n) ~~(m)~~ all of Sellers' Liabilities under any Hedge Contracts, whether arising prior to, at or after the Closing, including Liability for any termination or similar payments relating thereto; ~~and~~

(o) all accounts payable and accrued expenses or other obligations related to the Business, the Assets or the operation thereof prior to the Closing; and

(p) ~~(n)~~ any other Liabilities of any Seller not expressly assumed by Buyer pursuant to Section 2.03.

Section 2.05. ~~Cure Costs;~~ Desired 365 Contracts; Cure Costs.

(a) Schedule 2.05(a) sets forth a complete list as of the date hereof of all 365 Contracts that Buyer intends to assume at the Closing (the "**Desired 365 Contracts**"). Upon Closing, subject to the terms and conditions hereof, Sellers will assign the Desired 365 Contracts to Buyer, and Buyer will assume all Liabilities pursuant thereto arising after the Closing. Sellers shall be responsible for, and will pay or cause to be paid, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, all Cure Costs relating ~~thereto~~ to the Desired 365 Contracts as and when finally determined by the Bankruptcy Court pursuant to the procedures set forth in the Sale Order; ~~provided, however, that Buyer's aggregate obligation to pay Cure Costs in connection with the Assigned Contracts shall not exceed the Cure Cap unless otherwise agreed by Buyer. To the extent that the aggregate of all amounts required to be paid, and actually paid, in respect of the Desired 365 Contracts as contemplated hereby exceeds the Cure Cap (such amount in excess of the Cure Cap, the "Cure Excess"), then, at Southeross's election, either (i) Sellers will pay (or cause to be paid) the Cure Excess at or prior to the Closing or (ii) Buyer will pay (or cause to be paid) the Cure Excess at the Closing, in which case the amount payable by Buyer at Closing under Section 4.02(a) will be reduced by an amount equal to the Cure Excess.~~

(b) At any time prior to the Closing Date, except as otherwise provided in the Bidding Procedures Order, the Stalking Horse Order and/or the Sale Order, Buyer will have the right, in consultation with Sellers, to provide written notice to Sellers of Buyer's election to:

(i) designate a 365 Contract (including any 365 Contract that is a Desired 365 Contract immediately before such designation) as an Excluded Contract and Excluded Asset, and upon such designation such 365 Contract will constitute an Excluded Contract and Excluded Asset (and, if applicable, will cease to constitute an Asset); and

⁵ ~~Note to Draft: Deleted language is covered in (b).~~

(ii) designate a 365 Contract as a Desired 365 Contract, and upon such designation such 365 Contract will constitute an Asset and Assigned Contract and will be conveyed to Buyer under this Agreement at Closing (and, if applicable, will cease to constitute an Excluded Asset), so long as (A) such 365 Contract is added to the Assigned Contracts prior to the entry of any Order of the Bankruptcy Court approving the rejection of such 365 Contract, and (B) the Third Party to such 365 Contract receives information evidencing Buyer's adequate assurance of future performance and has an opportunity to object within such period of time set forth in an Order of the Bankruptcy Court.

(c) To the extent that Buyer makes a valid designation with respect to any 365 Contracts pursuant to clause (b) above, the applicable Exhibits and Schedules to this Agreement will be deemed to have automatically been updated (without action of any Party or Person) to reflect such designation.

(d) If Buyer exercises its rights in clause (b) above to designate a 365 Contract as a Desired 365 Contract or as an Excluded Asset (as the case may be), then the Parties acknowledge and agree that there will be no reduction in the Purchase Price as a result of such designation or change in designation, nor will there be any delay to the Closing; *provided, however*, that either such designation may increase or decrease (as applicable) the extent of (i) the Assumed Liabilities or (ii) the Cure Costs.

Section 2.06. Assignment of Assets Subject to Consent Requirements. Notwithstanding any other provision of this Agreement to the contrary, this Section 2.06 shall apply with respect to any Asset subject to a requirement that provides that an attempted assignment or transfer of such Asset, without the prior approval, authorization or consent of, or granting or issuance of any license or Permit by, any Third Party thereto would (x) constitute a breach of any Applicable Law or Order, (y) be void or voidable or (z) adversely affect the rights of any Seller thereunder so that Buyer would not in fact receive all such rights (each such requirement, a “**Necessary Consent**”) and for which the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required. If, following the procedures set forth in Section 7.03, any Necessary Consents described in the foregoing sentence are not obtained prior to the Closing Date, then, subject to the terms and conditions hereof:

(a) the Closing will proceed with respect to the remaining Assets, and there will be no reduction in the Purchase Price as a result thereof;

(b) for a period of six months after the Closing Date, Sellers and Buyer will use their respective commercially reasonable efforts (at the sole expense of Buyer and at no expense and without any Liability to Sellers) to obtain such Necessary Consents with respect to any such purchased Asset for the assignment or transfer thereof to Buyer as Buyer may reasonably request; *provided* that Sellers will not be obligated to pay any money or incur any liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consent or approval;

(c) upon obtaining any Necessary Consent, the applicable Seller(s) shall promptly convey, transfer, assign and deliver, or cause to be conveyed, transferred, assigned and delivered, the Asset affected by such Necessary Consent to Buyer at no additional cost; and

(d) if any Necessary Consent is not obtained by six months after the Closing Date, Sellers and Buyer will cooperate in a mutually agreeable arrangement, to the extent feasible and without the need to obtain such Necessary Consent, and at no expense and without any Liability to Sellers, and for a period no longer than the date that is twelve months after the Closing Date, under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sub-licensing, or sub-leasing to Buyer, or under which such Sellers would enforce their rights thereunder for the benefit of Buyer with Buyer assuming such Seller's obligations and any and all rights of such Seller against a Third Party thereto.

Section 2.07. Misallocated Assets. Subject to Section 2.06, if after the Closing (i) Buyer or any of its Affiliates holds or receives any Excluded Assets or Excluded Liabilities or (ii) any Seller or their respective Affiliates holds or receives any Assets or Assumed Liabilities, Buyer or the applicable Seller will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party.

Section 2.08. Further Assurances. From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to each Seller and their successors and assigns, the assumption of the Liabilities intended to be assumed by Buyer under this Agreement, and to otherwise make effective the Transactions; *provided* that nothing in this Section 2.08 will prohibit any Seller from ceasing operations or winding up its affairs following the Closing.

ARTICLE 3 PURCHASE PRICE

Section 3.01. Purchase Price. The aggregate purchase price for the purchase, sale, assignment and conveyance of Sellers' right, title and interest in, to and under the Assets will consist of the following (collectively, the "**Purchase Price**"):

(a) \$31,500,000 in cash (the "**Cash Purchase Price**"), as adjusted:

(i) pursuant to Section 8.01 by a positive or negative amount equal to the difference of (A) the aggregate Periodic Non-Income Taxes attributable to any period (or portion thereof) that begins on or after the Closing Date that were paid by Sellers on or prior to the Closing Date and (B) the aggregate Periodic Non-Income Taxes attributable to any period (or portion thereof) that ends before the Closing Date that have not been

paid by Sellers as of the Closing Date (such positive or negative adjustment amount, the “**Periodic Non-Income Tax Cash Amount**”);

~~(ii) downward in the amount of the Cure Excess, if any, paid at Southercross’s election pursuant to Section 2.05(a);~~

(ii) ~~(iii)~~ downward pursuant to Section 8.07 as a result of a Casualty Loss, if applicable; and

(iii) ~~(iv)~~ downward pursuant to Section 8.08 as a result of a condemnation event, if applicable; and

(b) the assumption of the Assumed Liabilities, ~~including the payment of the Cure Costs by Buyer to the extent payable under Section 2.05.~~

The Purchase Price will be delivered by Buyer as set forth in Section 4.02.

Section 3.02. Good Faith Deposit. Pursuant to the terms of the Deposit Escrow Agreement, Buyer has deposited with the Escrow Agent \$3,150,000 (the “**Deposit Amount**”)⁶ in cash on the date hereof, which will be released by the Escrow Agent and delivered to either Buyer or Sellers (as directed by Southcross), in accordance with the provisions of the Deposit Escrow Agreement and the Bidding Procedures. Pursuant to the Deposit Escrow Agreement, the Deposit Amount will be distributed as follows (and Buyer and Southcross will deliver joint written instructions to the Escrow Agent to effect such distributions as and when required hereunder):

(a) if the Closing occurs, the Deposit Amount will be delivered to Sellers (as directed by Southcross) and applied towards the amount payable by Buyer pursuant to Section 3.01;

(b) if this Agreement is terminated by Southcross pursuant to Section 12.01(d), the Deposit Amount will be delivered to Sellers (as directed by Southcross) within two Business Days after such termination by wire transfer of immediately available funds to the accounts designated in writing by Southcross; ~~and, which shall constitute liquidated damages under this Agreement and, unless this Agreement is terminated by Southcross pursuant to Section 12.01(d) in connection with a willful and material breach of this Agreement by the Buyer, shall, upon delivery by Buyer of such documentation to the Escrow Agent as is necessary to cause the release of the Deposit Amount to Sellers, be the sole and exclusive remedy available to Sellers in the event of any termination of this Agreement in accordance with Section 12.01(d).~~ The Parties each acknowledge and agree that (i) Sellers’ actual damages upon the event of such a termination of this Agreement are difficult to ascertain with any certainty, (ii) the retention of the Deposit Amount is a fair and reasonable estimate by the Parties of such aggregate actual damages of Sellers, and (iii) such liquidated damages do not constitute a penalty (provided that the foregoing shall not limit Sellers’ right to recover damages in excess of the Deposit Amount following

⁶ ~~Note to Draft: We understand that the deposit was only \$3 million. Please advise as to when full amount will be deposited.~~

termination of this Agreement in accordance with Section 12.01(d) in connection with a willful and material breach of this Agreement by Buyer); and

(c) if this Agreement is terminated for any other reason other than as described in Section 3.02(b), the Deposit Amount will be returned to Buyer within two Business Days after such termination by wire transfer of immediately available funds to the accounts designated in writing by Buyer.

ARTICLE 4 CLOSING

Section 4.01. Closing Date. Subject to the satisfaction of the conditions set forth in Article 9, Article 10 and Article 11 hereof (or the waiver thereof by each Party entitled to waive that condition), the closing of the sale of the Assets and the assumption of the Assumed Liabilities contemplated hereby (the “**Closing**”) will take place at the offices of Gibson, Dunn & Crutcher LLP, 811 Main Street, Suite 3000 Houston, Texas 77002, at 10:00 a.m. local time on the date that is three Business Days after the satisfaction or waiver of the conditions set forth in Article 9, Article 10 and Article 11 (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another place, date or time is agreed to in writing by Southcross and Buyer. The date and time at which the Closing actually occurs is hereinafter referred to as the “**Closing Date**.”

Section 4.02. Payments on the Closing Date. At the Closing:

~~(a)~~ Buyer will pay an amount equal to ~~(i)~~ the Cash Purchase Price as adjusted upward or downward pursuant to Section 3.01(a), *minus* ~~(ii)~~ the Deposit Amount in cash by wire transfer of immediately available funds to the account designated in writing by Southcross at least three Business Days prior to the Closing Date; ~~and~~

~~(b) Buyer will pay the Cure Costs, up to the Cure Cap (unless Southeross elects for Buyer to pay Cure Costs in excess of the Cure Cap pursuant to Section 2.05(a)), by wire transfer of immediately available funds to the accounts designated in writing by Southeross at least three Business Days prior to the Closing Date; provided that, for the avoidance of doubt, Buyer will pay the Cure Costs (up to the Cure Cap) in cash and in addition to the Purchase Price.~~

Section 4.03. Buyer’s Deliveries. At the Closing, Buyer will deliver or cause to be delivered to Sellers (or such other Persons where so designated):

- (a) the payments required to be made at the Closing pursuant to Section 4.02.
- (b) the Master Assignment, the Assignments and each other Transaction Document to which Buyer is a party, duly executed (and acknowledged, where applicable) by Buyer in sufficient duplicate originals to allow filing in all appropriate jurisdictions and offices;
- (c) the Transition Services Agreement, duly executed by Buyer; and

(d) a certificate executed by a duly authorized officer of Buyer, dated as of the Closing Date, certifying that the conditions set forth in Section 11.01 and Section 11.02 have been satisfied.

Section 4.04. Seller's Deliveries. At the Closing, each Seller will deliver to Buyer:

(a) the Master Assignment, the Assignments and each other Transaction Document to which such Seller is a party (including letters-in-lieu of transfer orders), duly executed (and acknowledged, where applicable) by such Seller in sufficient duplicate originals to allow filing in all appropriate jurisdictions and offices;

(b) warranty deeds for the Owned Real Property, conveying good and marketable fee simple title in such real property, each duly executed by an authorized officer of the relevant Seller or Affiliate, as applicable, in recordable form and conforming to local Applicable Law, in a form to be mutually agreed upon by the parties (the "Deeds");

(c) ~~(b)~~-all operator and other forms required by any Governmental Authority that are necessary to transfer operatorship of the Assets to Buyer or its designee, duly executed by Seller;

(d) ~~(e)~~-the Transition Services Agreement, duly executed by ~~{Southcross}~~;

(e) ~~(d)~~-a certificate executed by a duly authorized officer of each Seller, dated as of the Closing Date, certifying that the conditions set forth in Section 9.01 and Section 9.02 have been satisfied; and

(f) ~~(e)~~-a certificate of non-foreign status of each Seller (or, if such Seller is a disregarded entity within the meaning of Treasury Regulations Section 1.1445-2(b)(2)(iii), the entity that is treated as the transferor of property for U.S. federal income Tax purposes) meeting the requirements of Treasury Regulation Section 1.1445-2(b)(2).

Section 4.05. Designated Buyer(s). In connection with the Closing, Buyer shall be entitled to designate one or more Subsidiaries to (a) purchase specified Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount, as applicable; (b) assume specified Assumed Liabilities; and/or (c) employ specified Applicable Employees on and after the Closing Date, so long as (i) Buyer designates any such ~~Subsidiary~~Subsidiaries by written notice to Southcross at least ten Business Days in advance of the Closing Date and (ii) no such designation would delay or otherwise impede the Transactions (any such other party that shall be properly designated by Buyer in accordance with this clause, a "**Designated Buyer**"). At the Closing, Buyer shall, and shall cause its Designated Buyer(s) to, honor its obligations at the Closing. Any reference to Buyer made in this Agreement in respect of any purchase, assumption or employment referred to in this Agreement shall include reference to the appropriate Designated Buyer(s), if any.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, each Seller, severally and not jointly, solely with respect to itself and no other Seller, represents and warrants the following to Buyer:

Section 5.01. Organization and Good Standing. Such Seller is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Subject to the limitations imposed on such Seller as a result of having filed a petition for relief under the Bankruptcy Code, such Seller has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted. Such Seller is duly qualified, licensed or otherwise authorized to do business and is in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification, licensing or authorization necessary, except for such failures to be so qualified, licensed, authorized or in good standing as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02. Authority; Validity. Subject to entry of the Stalking Horse Order, the Sale Order and such other authorization as is required by the Bankruptcy Court, such Seller has the requisite power and authority necessary to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is or will be a party and to consummate the Transactions, and the execution, delivery and performance of this Agreement and such other Transaction Documents and the consummation by such Seller of the Transactions have been duly and validly authorized and approved by all requisite corporate or organizational action on the part of such Seller. This Agreement has been duly and validly executed and delivered by such Seller and each other Transaction Document required to be executed and delivered by such Seller at the Closing will be duly and validly executed and delivered by such Seller at the Closing. Subject to entry of the Stalking Horse Order and the Sale Order, and assuming the due authorization, execution and delivery by the other Parties, no other action on the part of such Seller or its Affiliates is necessary to authorize this Agreement or the other Transaction Documents to which such Seller is or will be a party and this Agreement and such other Transaction Documents, when so executed and delivered, will constitute the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Applicable Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity, including principles of commercial reasonableness, good faith and fair dealing, regardless of whether such principles are considered in a Proceeding at law or in equity.

Section 5.03. Governmental Authorizations; No Conflict. Except for (a) entry of the Bidding Procedures Order, the Sale Order and/or the Stalking Horse Order, ~~(b) any applicable notices, filing, consents or approvals under any applicable antitrust, competition or trade regulation or other Applicable Laws,~~ and (b) items listed on Disclosure Schedule 5.03, such Seller is not required to give any notice to, make any filing, declaration or registration with or obtain any consent or approval from any Person (including any Governmental Authority) in connection with the execution, delivery and performance by such Seller of this Agreement and

the other Transaction Documents to which it is or will be a party or the consummation or performance by such Seller of any of the Transactions, except as would not, individually or in the aggregate, reasonably be expected to ~~have a Material Adverse Effect~~ be material to the Business. When the consents and other actions described in the preceding sentence, including entry of the Stalking Horse Order and the Sale Order, have been obtained and taken, the execution and delivery by such Seller of this Agreement and the other Transaction Documents to which it is or will be a party, the consummation of the Transactions, and the performance by Sellers of their respective obligations hereunder and thereunder, will not result in (i) any conflict with any certificate of incorporation, bylaws or other governing documents of such Seller, (ii) the breach or violation of any of the terms and provisions of, or constitute a default (with or without notice or lapse of time or both) under, or conflict with, or cause any acceleration, amendment, modification, cancellation, termination or right of termination of any obligation of such Seller under any Assigned Contract to which such Seller is or the Assets owned or held by it are bound, (iii) a violation of, conflict with or default under any Order applicable to such Seller or any of the Assets owned or held by it or any Applicable Law or Permit, (iv) the creation in any Person of the right to allow the imposition of any fees or penalties, require the offering or making of any payment or redemption, give rise to any increased, guaranteed, accelerated or additional rights or entitlements of any Person or otherwise adversely affect the rights of such Seller with respect to the Assets or (v) the creation of any Encumbrance on the Assets, ~~other than any Permitted Encumbrance~~, except, in the case of clauses (ii), (iii) and (iv), as would not, individually or in the aggregate, reasonably be expected to ~~have a Material Adverse Effect~~ be material to the Business.

Section 5.04. Material Contracts.

(a) Disclosure Schedule 5.04(a) sets forth a true, correct and complete list of all 365 Contracts ~~primarily~~ related to the Business to which a Seller or Southcross GP is a party as of the date hereof, which are material to the Business ~~as of the date hereof~~ (the “**Proposed Assumed Contracts Schedule**” and, such contracts, the “Material Contracts”). The Proposed Assumed Contracts Schedule describes Sellers’ good faith estimate of the monetary amounts that must be paid and nonmonetary obligations that otherwise must be satisfied, including pursuant to section 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code, in order for Buyer to assume the 365 Contracts pursuant to this Agreement. Seller has properly served the Proposed Assumed Contracts Schedule on each respective counterparty in accordance with the Bidding Procedures Order.⁷

(b) Each Material Contract is in full force and effect and is a legal, valid and binding obligation of such Seller(s) party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, and is enforceable against such Seller(s) and the other parties thereto except as such legality, validity and enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally, (ii) equitable principles of general applicability (whether considered in a Proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event or condition has occurred which, with the passage of time or the

⁷ ~~Note to Draft: The Debtors filed an amended Proposed Assumed Contracts Schedule on August 15, 2019 [D.I 429].~~

giving of notice, or both, would constitute a breach or default of any Seller under, or to the Knowledge of Sellers, any other Person under, or a violation of, any Material Contract or which would cause the acceleration of any obligation of such Seller or, to the Knowledge of Sellers, any other party thereto or the creation of a material Encumbrance upon any material Asset. Seller is not, and to the Knowledge of Sellers, no other party thereto is, seeking to renegotiate or redetermine any Material Contract in any material respect. Sellers have delivered or made available to Buyer true and complete copies of all Material Contracts including any amendments thereto.

(c) ~~(b)~~ Disclosure Schedule 5.04~~(bc)~~ contains a true, correct and complete list of the following 365 Contracts ~~that are primarily related to the Business~~ to which a Seller or Southcross GP is a party as of the date hereof ~~(or~~:

(i) any Contract that requires such Seller or its Affiliates to purchase total requirements of any product or service from a Third Party or that contain take-or-pay or similar provisions or keep-whole agreements (which for avoidance of doubt shall not include NAESBs or the related transaction confirmations); and

(ii) any Contract that limits, or purports to limit, the ability of any Seller to compete in any line of business or with any Person or in any geographic area or during any period of time, including area of mutual interest agreements, or that restricts the right of any Seller to sell to or purchase from any Person or to hire any Person, or that grants the counterparty or Third Party “most favored nation” status.

(d) The Specified Contracts Schedule, when delivered pursuant to Section 8.11 hereof, will contain a true, correct and complete list of the following 365 Contracts to which a Seller or Southcross GP is a party (or is a successor or assign of a party) as of the date of delivery of the Specified Contracts Schedule (collectively, the “~~Material~~Specified Contracts”):

(i) any gathering, transportation, processing, storage, marketing, purchase, sales or services Contract, in each case, (A) which Sellers reasonably expect to result in future payments by or to one or more Sellers, annually of more than \$~~300,000~~200,000 (gross to the interest of all Sellers) and (B) is not cancellable without penalty by 90 days or less prior written notice;

(ii) any Contract that constitutes a pipeline interconnect or facility operating agreement;

(iii) any joint development, participation, partnership or joint venture Contract;

(iv) any Contract containing an acreage dedication, well dedication, production dedication ~~or~~, minimum volume commitment or other similar provision;

~~(v) any Contract that requires such Seller or its Affiliates to purchase total requirements of any product or service from a Third Party or that contain take-or-pay or similar provisions or keep-whole agreements (which for avoidance of doubt shall not include NAESBs or the related transaction confirmations);~~

(v) ~~(vi)~~ any Contract with any Governmental Authority (excluding any rights-of-ways, easements or similar Contracts or Permits);

(vi) ~~(vii)~~ any ~~material~~ employment Contract with respect to any Applicable Employee or consulting Contract with respect to ~~the Applicable Employees~~ any independent contractor who provides material services with respect to the Business;

(vii) ~~(viii)~~ any Contract with any Affiliate of a Seller (excluding any Contract between Sellers);

~~(ix) any Contract that limits, or purports to limit, the ability of any Seller to compete in any line of business or with any Person or in any geographic area or during any period of time, including area of mutual interest agreements, or that restricts the right of any Seller to sell to or purchase from any Person or to hire any Person, or that grants the counterparty or Third Party “most favored nation” status;~~

(viii) ~~(x)~~ any Contract pursuant to which any Seller is the lessee or lessor of any tangible personal property related to the Business that involves an aggregate future or potential liability or receivable, as the case may be, in excess of \$~~300,000~~200,000, and that cannot be terminated without penalty or future payment (other than previously accrued payment obligations that are less than \$50,000) and without more than 30 days’ notice;

(ix) ~~(xi)~~ any (A) pending Contract for the sale or purchase of any Owned Real Property or (B) any Contracts for the sale or purchase of any Owned Real Property entered into for which there are surviving obligations owed by any Seller to another Person;

(x) ~~(xii)~~ any Contracts to sell, lease, exchange or otherwise dispose of all or any material part of the Assets (other than ~~Assigned~~ Real Property Interests or inventory) that will be binding on the Assets after Closing;

(xi) ~~(xiii)~~ any Contract relating to settlement of any Proceedings relating to the Assets for settlement amounts in excess of \$~~300,000~~200,000 (excluding amounts paid by insurance);

(xii) ~~(xiv)~~ any transaction confirmation associated with a NAESB base Contract for the purchase or sale of natural gas or natural gas liquids that had an initial term of 12 months or more and has remaining term after August 31, 2019; and

(xiii) ~~(xv)~~ any Contract, other than gathering, transportation, connection, processing, storage, marketing, purchase, sales and services Contracts and NAESB base Contracts (and related transaction confirmations), that does not meet the definitions set forth in clauses (i) through ~~(xiv)~~(xii) above, whether or not made in the Ordinary Course of Business, that (A) Sellers reasonably expect to result in a future or potential liability or receivable, as the case may be, in excess of \$~~300,000~~200,000 on an annual basis or in excess of \$100,000 over the current Contract term, and has a term greater than one year and cannot be cancelled by a Seller without penalty or further payment (other than

previously accrued payment obligations that are less than \$50,000) and without more than 90 days' notice, or (B) is material to the Business or the Assets taken as a whole.

~~(e) Each Material Contract is in full force and effect and is a legal, valid and binding obligation of such Seller(s) party thereto and, to the Knowledge of Sellers, the other parties thereto in accordance with its terms and conditions, and is enforceable against such Seller(s) and the other parties thereto except as such legality, validity and enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, (ii) equitable principles of general applicability (whether considered in a Proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event or condition has occurred which, with the passage of time or the giving of notice, or both, would constitute a breach or default of any Seller under, or to the Knowledge of Sellers, any other Person under, or a violation of, any Material Contract or which would cause the acceleration of any obligation of such Seller or, to the Knowledge of Sellers, any other party thereto or the creation of a **lien upon any Asset in any material respect**. Seller is not, and to the Knowledge of Sellers, no other party thereto is, seeking to renegotiate or redetermine any Material Contract in any material respect. Sellers have delivered or made available to Buyer true and complete copies of all Material Contracts including any amendments thereto.~~

Section 5.05. Outstanding Capital Commitments. There are no outstanding authorizations for expenditure or similar requests or invoices for funding or participation for capital contributions under any Contract that are binding on the Assets owned by such Seller that such Seller reasonably anticipates will individually (and together with related authorizations or requests) require expenditures of more than \$~~300,000~~200,000 by Buyer after the Closing.⁸

Section 5.06. Compliance with Laws; Permits. The ownership and operation of the Assets by such Seller is, and since January 1, 2018 has been, conducted in compliance in all respects with all Applicable Laws, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business. Disclosure Schedule 5.06 sets forth all material Permits necessary for Sellers to own, lease and operate the Assets or to carry on the Business in all material respects as it is being conducted on the date hereof (the "**Business Permits**"). Each of the Business Permits has been obtained by the applicable Seller and is in full force and effect and will continue to be in full force and effect on materially identical terms following the Closing. Such Seller has not received notice of default under any such material Permit with respect to the Assets owned or held by such Seller and no action, claim or Proceeding is pending or, to the Knowledge of Seller, threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid. No violations, breaches, or defaults exist, or since January 1, 2018 have existed, in respect of such Permits in any material respect, except for such non-compliance and such facts, conditions or circumstances, the subject of which have been finally resolved. The Transactions will not adversely affect the validity of any such Permit or cause a cancellation of such Permit.

⁸. ~~Note to Draft: The Tuscaloosa, AL pipeline replacement is near completion. The invoice is expected to be paid in late September.~~

Section 5.07. Intellectual Property.

(a) Disclosure Schedule 5.07(a) sets forth a list of all registrations and applications for any ~~material~~ Patents, Trademarks and Copyrights included in the Owned Intellectual Property as of the date hereof (collectively, “**Registered Intellectual Property**”).

(b) Except as limited by Section 365(c)(1)(A) of the Bankruptcy Code, ~~to the Knowledge of Sellers,~~ such Seller owns all Intellectual Property or has valid licenses to use all Intellectual Property used by it in connection with the Business in the Ordinary Course of Business.

(c) As of the date hereof, no Proceedings are pending or, to the Knowledge of such Seller, threatened against such Seller with regard to the ownership by such Seller of any Owned Intellectual Property or the validity or enforceability of any Registered Intellectual Property, or with regard to alleged infringement or misappropriation by any Seller of any Person’s intellectual property. ~~To the Knowledge of Sellers, the~~ The operation and conduct of the Business by such Seller, as presently conducted, does not infringe, misappropriate or otherwise violate any intellectual property rights of any Person. To the Knowledge of Sellers, no Person is infringing, misappropriating or otherwise violating any Owned Intellectual Property owned or held by such Seller and no such actions are currently being asserted or threatened against any Person by such Seller.

(d) Such Seller has taken commercially reasonable steps and implemented commercially reasonable safeguards intended to cause the computer, information technology and data processing systems, facilities and services owned or controlled by such Seller and used in connection with the conduct of the Business of such Seller (“**Systems**”) to be secure from unauthorized access and free from any material defects, disabling codes or instructions, spyware, trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, software, data or other materials. ~~To the Knowledge of Sellers, there~~ There has been no failure, breakdown or continued substandard performance of any Systems that has caused a disruption or interruption in or to any use of the Systems or the conduct of the Business, except where such failure, breakdown or substandard performance was not material to the Business. Such Seller has implemented and maintained security, backup and disaster recovery policies, procedures and systems with respect to the Business consistent with generally accepted industry standards.

(e) Such Seller has taken measures to maintain in confidence all confidential information owned or possessed by such Seller included in the Assets (“**Trade Secret**”). ~~To the Knowledge of the Sellers, no~~ No Trade Secret has been disclosed by Sellers to any person other than employees, consultants, contractors or other ~~third parties~~ Third Parties who had a need to know and who used such Trade Secret in the ordinary course of employment or contractual performance subject to a confidentiality agreement or obligation.

Section 5.08. Legal Proceedings. Except for the Bankruptcy Cases and any adversary Proceedings or contested motions commenced in connection therewith, there is no Proceeding or Order pending, outstanding or, to such Sellers’ Knowledge, threatened by any Person (a) to which the Assets are subject and that are, individually or in the aggregate, reasonably expected to

be material to the Business, (b) that challenges the validity or enforceability of the obligations of such Seller or any of its Affiliates, as applicable, under this Agreement and the other Transaction Documents to which it or its Affiliates is or will be a party or (c) against such Seller that seeks to, or would reasonably be expected to, prevent, restrain, materially delay, prohibit, or otherwise challenge the consummation, legality or validity of the Transactions. Except as set forth on Disclosure Schedule 5.08, there is no Order enjoining such Seller from engaging in or continuing any conduct or practice, or requiring such Seller to take any ~~material~~ action, in connection with the ownership, lease, possession, use or operation of the Assets owned or held by such Seller, and neither such Seller nor any of its Affiliates is subject to any outstanding or unsatisfied Order, judgment or decree relating to the Assets other than, in each case, Orders of general applicability to participants in the relevant industry or sector.

Section 5.09. No Take-or-Pay Obligations. There are no arrangements under any of the 365 Contracts by which such Seller will be obligated by virtue of a prepayment or take-or-pay arrangement, production payment or other arrangement to sell, gather, transport or deliver Hydrocarbons at some future time without being entitled to receive full payment therefor at or after the time of delivery. Seller is not obligated to pay any penalties or other payments under any of the 365 Contracts as a result of the delivery of quantities of Hydrocarbons from the Assets in excess of or below the contract requirements under such 365 Contract.

Section 5.10. Brokers or Finders. Except for fees and expenses payable to Evercore Group, L.L.C. (which fees and expenses shall be Excluded Liabilities hereunder), such Seller has not incurred any obligation or Liability, contingent or otherwise, for brokerage, financial advisors' or finders' fees or agents' commissions or other similar payments in connection with this Agreement, the other Transaction Documents or the Transactions for which Buyer is or will become liable.

Section 5.11. Environmental Matters. Except for facts, circumstances or conditions that would not, individually or in the aggregate, reasonably be expected to be material to the Business, ~~since January 1, 2018:~~

(a) the Assets and the operation of the Assets are and, for the three years prior to this Agreement, have been in compliance with applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Governmental Authorizations required under Environmental Law;

(b) with respect to any Seller's operation of the Assets owned or held by such Seller, neither such Seller, nor ~~to the Knowledge of Sellers~~ any of their predecessors-in-interests which are or were Affiliates, have received any written notice (including requests for information) alleging or relating to non-compliance with or violation of or Liabilities under applicable Environmental Law from any Governmental Authority or other Person, the subject matter of which is unresolved;

(c) there is no Proceeding or Order pending, outstanding, or threatened in writing against any Seller pursuant to Environmental Law with respect to the Assets owned or held by such Seller or any Seller's or, ~~to the Knowledge of Sellers,~~ their respective predecessor-in-

interest's (to the extent the predecessor-in-interest is or was an Affiliate) operation of such Assets;

(d) (i) there has been no Release of any Hazardous Substance at, on, about, under, from, to, within, or migrating to or from the Assets (A) during the time in which any of the Sellers, or any of their predecessors-in-interest which are or were Affiliates, owned or operated the Assets, or (B) to the Knowledge of Sellers, prior to such Sellers' respective periods of ownership or operation, and (ii) to the Knowledge of Sellers, there has been no Release at any property to which waste generated, handled, or stored by or at the Assets was sent for disposal; and

(e) no Seller, nor ~~to the Knowledge of Sellers~~ any predecessor-in-interest thereof which was or is an Affiliate, has given in an Assigned Contract any indemnity for, or a release or waiver of liability that would waive or impair any claim based on, the presence or Release of Hazardous Substances against or in favor of any Person who may be potentially responsible for the presence or Release of such Hazardous Substances.

Section 5.12. Title.

(a) Disclosure Schedule 5.12(a)(i) sets forth a complete and accurate list of all ~~Assigned~~ Real Property Interests owned in fee by Sellers as of the date hereof ("**Owned Real Property**"). Such Seller does not currently lease any parcel or any portion of any parcel of any Owned Real Property to any other Person.

(b) Disclosure Schedule 5.12(b)(i) sets forth a complete list of all ~~Assigned~~ Real Property Interests that are leased by Sellers as of the date hereof ("**Leased Real Property**") and the associated Contracts. Each of the Contracts under which such Seller holds title to any Leased Real Property constitutes the legal, valid, binding and enforceable obligation of such Seller and is in full force and effect in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Applicable Laws relating to or affecting creditors' rights generally or general principles of equity (regardless of whether enforcement is sought in a Proceeding in equity or at law). Sellers have made available to Buyer true and complete copies of each Contract relating to the Leased Real Property. Except as set forth on Disclosure Schedule 5.12(b)(ii), there is not any current sublease or assignment entered into by such Seller in respect of the Leased Real Property or any portion thereof.

(c) Such Seller has good and valid fee simple title to all Owned Real Property owned or held by such Seller free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(c). Such Seller has good and valid leasehold title to all of Leased Real Property owned or held by it free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(c).

(d) Disclosure Schedule 5.12(d) sets forth a complete list of all ~~Assigned~~ Real Property Interests as of the date hereof that are easements, rights-of-way, surface use agreements, Permits and licenses (collectively, "**Rights-of-Way**"). Such Seller has fulfilled and performed all its obligations with respect to such Rights-of-Way which are required to be fulfilled or performed

(subject to all applicable waivers, modifications, grace periods and extensions) in all material respects (unless the Bankruptcy Court enters an Order waiving such requirements and obligations) and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such Rights-of-Way, except for rights reserved to, or vested in, any municipality or other Governmental Authority or any railroad by the terms of any right, power, franchise, grant, license, permit, or by any other provision of any Applicable Law, to terminate or to require annual or other periodic payments as a condition to the continuance of such right.

(e) The Owned Real Property, Leased Real Property and Rights-of-Way constitute all of the real property rights necessary to own and operate the Pipeline Systems and Plants and to conduct the Business in all material respects as currently owned, operated and conducted by Sellers.

(f) No event has occurred and, ~~to the Knowledge of Sellers,~~ no circumstances exist that, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination or modification of, or acceleration of rent under, any such Contract under which such Seller holds title to or rights in any ~~Assigned~~ Real Property Interest. Such Seller has not received written notice of any claim by any Person under any such Contract alleging Seller has committed a breach of any such Contract, and has not provided or received any written notice of any intention to terminate any such Contract.

(g) There are no condemnation, expropriation or other Proceedings with eminent domain pending or, to the Knowledge of Sellers, threatened, with respect to any ~~Assigned~~ Real Property Interest.

(h) Such Seller has good and valid title to, or rights by license, lease or other agreement to use, the Pipeline Systems, Plants, and other pipelines, facilities, equipment and other tangible assets that constitute Assets that are owned, leased or used by such Seller free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances listed on Disclosure Schedule 5.12(h).

Section 5.13. Sufficiency of the Assets; Casualty Losses.

(a) The Pipeline Systems, Plants, and other pipelines, facilities, equipment and other tangible assets that constitute Assets that are owned, leased or used by such Seller (i) have been maintained in operable repair, working order and good operating condition in all material respects in accordance with generally accepted industry practice, except for ordinary wear and tear and ordinary and routine repairs and maintenance requirements, (ii) are in good operating condition generally consistent with assets of comparable age and usage, (iii) are not in need of any repairs, which, if not made, would materially and adversely affect the integrity or safety of such Assets or affect Buyer's ability to own, operate and maintain the Assets after the Closing, in each case, in the same manner as owned, operated, and maintained by Sellers and (iv) are suitable for use by Sellers to conduct the Business as currently conducted by such Seller with respect to such Assets.

(b) Assuming receipt of all Necessary Consents, the Assets (including the Pipeline Systems or Plants), together with the services to be provided under the Transition Services Agreement, constitute all assets, properties, rights, privileges and interests of whatever kind or nature, real or personal or mixed, tangible or intangible (other than ~~the Excluded Assets and the working capital needs and~~ services of the Applicable Employees), used or necessary to (i) conduct the Business in all material respects as currently conducted by Sellers and operate the Pipeline Systems and Plants as currently operated by Sellers, and (ii) perform the obligations that are required to be performed under the Assigned Contracts to which such Seller is a party on the date immediately following the Closing Date.

(c) There has been no Casualty Loss (whether or not covered by insurance) affecting any of the Assets owned or held by such Seller that has not subsequently been adequately repaired, replaced or restored in all material respects.

Section 5.14. Insurance. A true, correct and complete list of the insurance policies related to the Business (including policy periods and the amounts of coverage, limits and deductibles) as of the date hereof is attached hereto as Disclosure Schedule 5.14 (collectively, the “**Insurance Policies**”). All of the Insurance Policies are in full force and effect ~~in all material respects and are expected to~~ and will remain in full force and effect ~~in all material respects~~ immediately following the Closing. All premiums with respect thereto have been paid to the extent due. No event has occurred, including the failure to give any notice or information or the delivery of any inaccurate or erroneous notice or information, which materially limits or impairs the rights of Sellers under any of the Insurance Policies. Except as set forth in Disclosure Schedule 5.14, no material claim is outstanding under any of the Insurance Policies, and no carrier of any Insurance Policy has asserted in writing any denial of coverage of any material claim. The Insurance Policies provide adequate coverage for the risks incident to the operations of the Business and the Assets, and the types and amounts of coverage provided thereby are customary in the context of the Business in all material respects.

Section 5.15. Security Arrangements. All of the bonds, letters of credit and guarantees posted by such Seller with Governmental Authorities or Third Parties and relating to the Assets owned or held by such Seller as of the date hereof are described on Disclosure Schedule 5.15.

Section 5.16. Regulatory Status.

(a) Except as set forth on Disclosure Schedule 5.16, the Assets owned or held by such Seller are not subject to regulation by the Federal Energy Regulatory Commission under the Natural Gas Act (15 U.S.C. Section 717, *et seq.*) (the “**NGA**”), the Natural Gas Policy Act of 1978 (15 U.S.C. Section 3301, *et seq.*) (the “**NGPA**”), or the Interstate Commerce Act (15 U.S.C. Section 717, *et seq.*) (“**ICA**”), and no portion of the Assets is or would be regulated as a “public utility,” “public service company,” or similar designation(s) by any state public service commission.⁹

⁹ ~~Note to Draft: Southerross Mississippi Industrial Gas Sales, L.P. is a Mississippi utility for state purposes and is a Hinshaw pipeline. Southerross Mississippi Pipeline, L.P. is not a utility but has authority under Section 311 of FERC.~~

(b) Neither such Seller nor any services provided by such Seller are subject to regulation by the Federal Energy Regulatory Commission pursuant to the ICA, NGA or the NGPA and there are no Proceedings pending, or to the Knowledge of such Seller, threatened, alleging that such Seller is subject to or in violation of the NGA, NGPA or ICA.

Section 5.17. Taxes.

(a) All ~~material~~ Tax Returns that were required to be filed with respect to the Assets have been duly and timely filed (taking into account any extension of time within which to file) and all such Tax Returns are true, complete and accurate. All ~~material~~ Taxes that are or have become due with respect to the Assets have been timely paid in full or an adequate reserve for the payment of such Taxes has been established.

(b) There are no ~~material~~ audits, examinations, investigations or other Proceedings pending or threatened with respect to Taxes attributable to the Assets. No ~~material~~ assessment, deficiency or adjustment in respect of Taxes with respect to the Assets has been asserted, proposed, assessed or threatened in writing by any Tax Authority against Sellers. No written claim has been made by a Tax Authority in a jurisdiction where Sellers do not pay Tax or file Tax Returns that a Seller is or may be subject to Taxes assessed by such jurisdiction as a result of the ownership or operation of the Assets, nor has any assertion been threatened or proposed in writing.

(c) None of the Assets are owned in a co-ownership or joint venture arrangement that would be treated as an interest in a partnership under Code Section 761 or applicable state Tax principles.

Section 5.18. Seller Benefit Plans.

(a) With respect to the Seller Benefit Plans: (i) no event has occurred and there exists no condition or set of circumstances in connection with which Buyer or any of its ERISA Affiliates could be subject to any liability under the terms of such Seller Benefit Plan, ERISA or the Code, (ii) each of the Seller Benefit Plans has been operated and administered in all material respects in accordance with its terms and Applicable Law, including ERISA and the Code and (iii) each Seller Benefit Plan intending to be qualified within the meaning of Section 401(a) of the Code has received (or is entitled to rely upon) a favorable determination or opinion letter as to such qualification from the IRS and, to the Knowledge of such Seller, no event has occurred, that would reasonably be expected to adversely affect the qualified status of any such Seller Benefit Plan.

(b) None of the Seller Benefit Plans is a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) for which such Seller nor any of its ERISA Affiliates would reasonably be expected to incur liability under Section 4063 or 4064 of ERISA, or subject to either Title IV of ERISA or Section 412 of the Code.

Section 5.19. Labor and Employment Matters.

(a) Disclosure Schedule 5.19(a) sets forth a complete and accurate list of all Applicable Employees as of the date hereof, specifying each Applicable Employee's name, position, base salary or wage rate, date of hire, commission, bonus and incentive entitlements, and whether such Applicable Employee is currently receiving long-term or short-term disability benefits or is absent from active employment on an approved leave of absence and the nature of any such leave and anticipated dates of return to active employment.⁴⁰

(b) ~~Neither such~~No Seller nor Southcross GP is a party to any labor or collective bargaining Contract that pertains to ~~any Applicable Employees~~the Business. There are no pending nor, to the Knowledge of such Seller, threatened actions concerning labor matters with respect to the Business or the Assets.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Except as disclosed in the Disclosure Schedules, Buyer represents and warrants to each of the Sellers as follows:

Section 6.01. Organization and Good Standing. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer is (or at the Closing will be) duly qualified, licensed or otherwise authorized to do business and is in good standing in the state(s) where the Assets are located and Buyer will be duly qualified, licensed or otherwise authorized to own or lease and to operate and use oil and gas assets in the state(s) where the Assets are located.

Section 6.02. Authority; Validity; Consents. Buyer has the requisite power and authority necessary to enter into, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transactions, and the execution, delivery and performance of this Agreement and such other Transaction Documents to which Buyer is or will be a party and the consummation by Buyer of the Transactions have been duly and validly authorized and approved by all requisite corporate or organization action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a party that is required to be executed and delivered by Buyer at the Closing will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. No other action on the part of Buyer is necessary to authorize this Agreement or the other Transaction Documents to which Buyer is a party and this Agreement and the other Transaction Documents to which Buyer is or will be a party constitute, assuming the due authorization, execution and delivery of such Transaction Documents, as applicable, by the other Persons that are party thereto, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Applicable Laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity,

⁴⁰~~Note to Draft: This is the same schedule as requested in 8.04.~~

including principles of commercial reasonableness, good faith and fair dealing, regardless of whether such principles are considered in a Proceeding at law or in equity.

Section 6.03. Government Authorizations; No Conflict. Except for (a) entry of the Bidding Procedures Order, the Sale Order and/or the Stalking Horse Order, ~~(b) any applicable notices, filing, consents or approvals under any applicable antitrust, competition or trade regulation or other Applicable Laws,~~ and (b) items listed on Disclosure Schedule 6.03, Buyer is not and will not be required to give any notice to, make any filing, declaration or registration with or obtain any consent or approval from any Person (including any Governmental Authority) in connection with the execution, delivery and performance of this Agreement and the other Transaction Documents or the consummation or performance of the Transactions, except as would not, individually or in the aggregate, reasonably be expected to affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to materially impede, interfere with, hinder or delay the consummation of the Transactions. When the consents and other actions described in the preceding sentence, including entry of the Stalking Horse Order and the Sale Order, have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transactions, and the performance by Buyer of its obligations hereunder and thereunder, will not result in the breach or violation of any of the terms and provisions of, or constitute a default (with or without notice or lapse of time or both) under, or conflict with, or cause any acceleration, amendment, modification, cancellation, termination or right of termination of any obligation of Buyer under (A) the certificate of incorporation, bylaws or other governing documents of Buyer, (B) any agreement, indenture, bond, debenture, note, mortgage or other instrument to which it or its assets is bound, (C) any Order applicable to Buyer or its assets or (D) any Applicable Law to which Buyer is subject or by which any of the properties or assets of Buyer is bound, as would not, individually or in the aggregate, reasonably be expected to adversely affect Buyer's ability to perform its obligations under this Agreement or any other Transactions Documents or to consummate the Transactions. As of the date of this Agreement, Buyer is not aware of any fact, circumstance or incident that would make the APSC or MPSC unlikely or unwilling to grant the APSC Approval or MPSC Approval, respectively.

Section 6.04. Legal Proceedings. There is no Proceeding or Order pending, outstanding or, to the Knowledge of Buyer, threatened by any Person (a) that would challenge the validity or enforceability of the obligations of Buyer under this Agreement and the other Transaction Documents or (b) against Seller that seeks to, or would reasonably be expected to, prevent, restrain, materially delay, prohibit, or otherwise challenge the consummation, legality or validity of the Transactions.

Section 6.05. Bankruptcy. There are no bankruptcy, reorganization or arrangement Proceedings pending, being contemplated by or, to the Knowledge of Buyer, threatened against Buyer.

Brokers or Finders. Neither Buyer nor any Person acting on behalf of Buyer has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which Sellers are or will become liable.

Section 6.06. Financial Capability. Buyer has, and will have at the Closing and at all times prior to the Closing, sufficient ~~funds~~immediately available ~~in cash funds (or commitments from Third Parties to provide Buyer with such funds)~~ to pay the Purchase Price, ~~the Cure Costs~~ and any fees and expenses incurred by or otherwise required to be paid by Buyer in connection with the acquisition of the Assets and the assumption of the Assumed Liabilities pursuant to this Agreement and the Transactions. Upon the consummation of the Transactions, (a) Buyer will not be insolvent as defined in Section 101 of the Bankruptcy Code, (b) Buyer will not be left with unreasonably small capital, (c) Buyer will not have incurred debts beyond its ability to pay such debts as they mature, and (d) the capital of Buyer will not be impaired. For the avoidance of doubt, Buyer's obligations to complete the Transactions are not dependent upon or conditioned on receipt of financing. The Equity Commitment Letter has not been amended, is in full force and effect and is a valid and binding obligation of Buyer and the other parties thereto, enforceable against Buyer (or an Affiliate thereof) and the other parties thereto in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors' rights generally and general principles of equity). As of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default, breach or violation, or would or would reasonably be expected to result in the termination of the commitments thereunder, on the part of Buyer or any of its Affiliates or any other Person under the Equity Commitment Letter.

Section 6.07. Independent Evaluation. Buyer (a) is experienced in the evaluation, purchase, ownership and operation of Hydrocarbon gathering, processing, transportation and treating assets and is aware of the risks associated with the purchase, ownership and operation of such assets and interests related thereto, (b) is capable of evaluating, and hereby acknowledges that it has so evaluated, the merits and risks of the Assets, ownership and operation thereof and its obligations hereunder, and (c) is able to bear the economic risks associated with the Assets, ownership and operation thereof and its obligations hereunder. In entering into this Agreement and the Transaction Documents, and except for the representations and warranties expressly set forth in Article 5 of this Agreement and any other Transaction Document, none of Sellers, their Affiliates, Sellers' or their Affiliates' respective Representatives or any Person acting on Sellers or their Affiliates' behalf is making or has made any other express or any implied representations or warranties, and Buyer disclaims reliance upon any other representations and warranties (including as to the accuracy and completeness thereof), with respect to Sellers or any of their Affiliates, any of their respective businesses, operations, assets, Liabilities, conditions (financial or otherwise) or prospects or any other matter relating to Sellers or any of their Affiliates. Buyer acknowledges and affirms that it has relied on the terms of this Agreement and the Transaction Documents and upon its independent analysis, evaluation and investigation of, and judgment with respect to, the business, economic, legal, Tax or other consequences of the Transactions.

ARTICLE 7 ACTIONS PRIOR TO THE CLOSING DATE

Section 7.01. Access and Reports.

(a) Subject to Applicable Laws, upon reasonable notice, Sellers will afford Buyer's officers and other authorized Representatives reasonable access, during normal business hours until the Closing, to Sellers' and Southcross GP's officers, employees, consultants and

authorized Representatives (including its legal advisors and accountants) and to the Assets, to make such investigation of the Assets and the Assumed Liabilities as Buyer reasonably requests; *provided* that, in connection with such access, Buyer's authorized Representatives will (i) abide by any safety rules, regulations and operating policies provided in writing by Sellers or their Representatives and (ii) at Sellers' option, be accompanied by at least one Representative of Sellers. Notwithstanding anything herein to the contrary, no such investigation or examination will be permitted to the extent that it would unreasonably interfere with the conduct of the business of Sellers or would require Sellers to disclose information that would cause material competitive harm to a Seller or would violate any Applicable Laws or breach any Contracts, violate any obligations to Third Parties, or violate any Seller's attorney-client privilege.

(b) Buyer acknowledges that Confidential Information has been, and in the future may be, provided to it in connection with this Agreement, including under Section 7.01(a), and such Confidential Information is subject to the terms of the confidentiality agreement dated April 22, 2019 between Southcross Energy Partners, L.P., Southcross Energy Partners GP, LLC and ArcLight Capital Partners, LLC, as amended, (the "**Confidentiality Agreement**"), the terms of which are incorporated herein by reference, which shall continue in full force and effect until the Closing Date, at which time such Confidentiality Agreement and the obligations of the parties under this Section 7.01(b) shall terminate solely with respect to the Assets and the Transferred Employees. Buyer acknowledges and understands that this Agreement may be provided to the DIP Secured Parties or be publicly filed in the Bankruptcy Court and further made available by Sellers to prospective bidders and that such disclosure will not be deemed to violate any confidentiality obligations owing to Buyer, whether pursuant to this Agreement, the Confidentiality Agreement or otherwise.

††

Section 7.02. Operations Prior to the Closing Date. Except (a) as otherwise expressly contemplated by this Agreement, (b) as disclosed in Disclosure Schedule 7.02, (c) upon the prior written consent of Buyer (which consent will not be unreasonably withheld, conditioned or delayed), (d) for Emergency Operations, (e) as required by Applicable Laws, or (f) as required or prohibited pursuant to a Bankruptcy Court Order or the Bankruptcy Cases, from the date hereof until the Closing Date:

(i) Each Seller shall ~~use commercially reasonable efforts to~~ (A) operate the Assets and Business operated by such Seller in a manner consistent with past practices and in the Ordinary Course of Business, ~~in each case~~ in all material respects, (B) ~~maintain books, accounts and records relating to such Assets in a manner consistent with past practices and in the Ordinary Course of Business,~~ (C) give prompt notice to Buyer of any material damage or any material Casualty Loss and any written notice received or made by such Seller of any material claim asserting any ~~material~~ tort or violation of Applicable Law or any new Proceeding that (in each case) relates to such Assets, (~~DC~~) with respect to Emergency Operations of such Seller, notify Buyer of such emergency and the related Emergency Operations as soon as reasonably practicable and (~~ED~~) use commercially

†† ~~Note to Draft: NDAs, and the information they cover (including the VDR) are not limited to the MS/AL assets.~~

reasonable efforts to (1) keep in full force and effect all Permits, (2) comply in all material respects with all Applicable Laws ~~and~~, (3) maintain its Assets in good operating condition consistent with past practice and (4) maintain books, accounts and records relating to such Assets in a manner consistent with past practices and in the Ordinary Course of Business; and

(ii) Each Seller will not:

(A) merge, consolidate, liquidate, dissolve, recapitalize or otherwise wind up its operations of the Business or abandon or permit any material Asset owned or held by such Seller to lapse;

(B) (1) enter into any Contract that would constitute a Material Contract if in existence as of the date of this Agreement, (2) terminate, cancel, materially amend or modify, or extend any Material Contract that has been identified as such as of the date hereof or (3) waive any material rights under any Material Contract;

(C) ~~in each case other than in the Ordinary Course of Business,~~ sell, lease, transfer, assign, license, subject to any Encumbrance (other than Permitted Encumbrances) or otherwise dispose of (including pursuant to a sale or leaseback transaction or an asset securitization transaction) any material of the Assets except, (1) pursuant to the terms of any 365 Contracts in force at the date of this Agreement as listed on Disclosure Schedule 7.02, (2) for dispositions of obsolete or worthless equipment, (3) for transactions involving sales of crude oil, natural gas, condensate, natural gas liquids and other produced Hydrocarbons and minerals made in the Ordinary Course of Business or (4) for sales, transfers, leases, or other disposals to any other Seller; *provided that* in the case of clause (4), the relevant Asset remains subject to this Agreement;

(D) enter into any joint venture, strategic alliance, exclusive dealing, ~~or noncompetition~~ or similar Contract or arrangement that would restrict or limit, in any material respect, the operations of the Assets or the Business after the Closing;

(E) materially change its accounting methods, policies or practices (or change an annual accounting period), in each case as they relate to the Assets, other than (i) any generally applicable change that is applicable to Sellers' other businesses and assets or (ii) as required by Sellers' auditors;

(F) other than in the Ordinary Course of Business, cancel, compromise, waive or release any material right or claim in a manner or with an effect that, individually or in the aggregate, is ~~materially~~ adverse to the Business or the ownership or operation of any of the Assets in any ~~material respects~~ respect;

(G) permit the lapse (without renewal or replacement) of any existing ~~material~~ Insurance Policies relating to the Assets;

(H) accelerate the collection of or discount any accounts receivable, delay the payment of accounts payable, defer capital expenditures or other expenses, or reduce inventories, in each case relating to the Assets, except in the Ordinary Course of Business;

(I) commence, settle or propose to settle any material Proceedings ~~that would reasonably be expected to negatively impact or materially diminish the value of~~ relating to the Assets or ~~impair the title thereto~~ Business;

(J) increase the compensation payable or potentially payable or benefits provided to any Applicable Employee other than in the Ordinary Course of Business or as required by the terms of any Seller Benefit Plan applicable to such Applicable Employee as in effect on the date hereof; or

(K) terminate the employment of any Applicable Employee, other than ~~in the Ordinary Course of Business~~ for cause.

Section 7.03. Necessary Consents and Preferential Rights. Reasonably promptly after the execution of this Agreement, Sellers shall prepare and send (a) notices to the holders of any Necessary Consents set forth on Disclosure Schedule 5.03 for which the Bankruptcy Court has not entered an Order providing that such Necessary Consent is not required requesting consent to the Transactions and (b) notices to the holders of any applicable Preferential Rights set forth on Disclosure Schedule 5.03 for which the Bankruptcy Court has not entered an Order providing that a waiver of such Preferential Right is not required in compliance with the terms of such rights and requesting waivers of such rights. Sellers shall use commercially reasonable efforts ~~(at the sole expense of Buyer, and without any Liability to Sellers)~~ to obtain and deliver such consents arising out of Necessary Consents and waivers of Preferential Rights (or the exercise thereof) prior to Closing, as applicable; provided that Sellers will not be obligated to pay any money or incur any Liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consents or waivers. Buyer shall cooperate with Seller in seeking to obtain such consents and waivers, as applicable. If, prior to the Closing Date, any Party discovers any Necessary Consents or Preferential Rights that, in either case, would be triggered by the Transactions, for which notices have not been delivered pursuant to this Section 7.03 and the Bankruptcy Court has not entered an Order waiving such requirement, then (x) the Party making such discovery shall provide the other Party with written notification of such Necessary Consents or Preferential Rights, as applicable, and (y) Seller, following delivery or receipt of such written notification, will ~~(at the sole expense of Buyer, and without any Liability to Sellers)~~ promptly send notices to the holders of the consents arising out of Necessary Consents requesting such consents and notices to the holders of Preferential Rights in compliance with the terms of such rights and requesting waivers of such rights; *provided* that Sellers will not be obligated to pay any money or incur any Liability or obligation to any Third Party from whom consent or approval is requested or to initiate any Proceedings to obtain any such consents or waivers.

Section 7.04. Commercially Reasonable Efforts. Each Seller, on the one hand, and Buyer, on the other hand, will use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transactions, including using commercially reasonable efforts to accomplish the following: (a) the taking of all reasonable acts necessary to cause the conditions precedent to the other Party's obligations to consummate the Closing set forth in Article 9, Article 10 and Article 11 to be satisfied, (b) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, and (c) the execution or delivery of any additional instruments necessary to consummate the Transactions and to fully carry out the purposes of this Agreement. Nothing in this Section 7.04 will require any of the Sellers to pay any consideration to any Third Party, to initiate any Proceedings, to incur any obligation or to waive any right under this Agreement or to assist Buyer or its Affiliate in connection with any financing.

Section 7.05. Regulatory Approvals.

(a) Each of the Parties shall use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any filing or submission with a Governmental Authority in connection with the Transactions, including by participating as a named party, if necessary, in any filings for obtaining the MPSC Approval or the APSC Approval, ~~and, including by participating as a named party, if necessary, in any filings for obtaining the MPSC Approval or the APSC Approval,~~ (which filings shall be made as promptly as practicable after the date hereof), and including by providing the other Parties documents, information and a reasonable opportunity to review and comment thereon in advance, and in connection with any investigation or other inquiry by or before a Governmental Authority relating to the Transactions, including any proceeding initiated by a private Person, (ii) promptly inform the other Party of (and supply to the other Party) any communication received by such Party from, or given by such Party to, the MPSC, the APSC, or any other Governmental Authority and of any material communication received or given in connection with any proceeding by a private Person, in each case regarding any of the Transactions, (iii) permit the other Party to review and discuss in advance, and consider in good faith the views of the other Party in connection with any analyses, presentations, memoranda, briefs, arguments, opinions, proposals or communications to be submitted or given by it to any Governmental Authority with respect to obtaining the MPSC Approval or the APSC Approval, (iv) coordinate with the other Party in preparing and exchanging such information and promptly provide the other Party (and its counsel) with copies of all filings, presentations, submissions, proposals and other communications (and a summary of any oral presentations or communications) made by such Party with any Governmental Authority relating to this Agreement or the Transactions with respect to the MPSC Approval or the APSC Approval and (v) consult with each other prior to taking any material position with respect to the filings or applications related to the MPSC Approval or the APSC Approval, in any submissions to or in any discussions with or filings to be submitted to any Governmental Authority. Buyer shall cause the Equity Financing Source and its Affiliates to provide such information as reasonably required for the filings or applications related to the MPSC Approval

or the APSC Approval. The Parties shall use commercially reasonable efforts to share information protected from disclosure under the attorney-client privilege, work-product doctrine, joint defense privilege or any other privilege pursuant to this Section 7.05 in a manner so as to preserve the applicable privilege.

(b) Unless prohibited by ~~applicable~~Applicable Law or by the applicable Governmental Authority, each Party shall (i) not participate in or attend any meeting, or engage in any conversation with any Governmental Authority in respect of the Transactions without the other Party, (ii) give the other Party reasonable prior notice of any such meeting or conversation and (iii) if one such Party is prohibited by applicable Law or by the applicable Governmental Authority from participating or attending any such meeting or engaging in any such conversation, keep such non-participating Party apprised with respect thereto.

(c) Buyer and Sellers (~~including by causing their respective Affiliates~~) agree to use their commercially reasonable efforts to (~~including by causing their Affiliates, and in the case of Buyer, the Equity Financing Source and its Affiliates, to provide such information as necessary to enable them to~~) (x) resolve any objections that a Governmental Authority or other Person may assert relating to the MPSC Approval or the APSC Approval with respect to the Transactions, and (y) avoid or eliminate each and every impediment relating to the MPSC Approval or the APSC Approval that may be asserted by any Governmental Authority or any other Person with respect to the Transactions, in each case, so as to enable the Closing to occur as promptly as practicable and in any event no later than the Outside Date. Notwithstanding the foregoing, this clause (c) shall not impose any requirement on Buyer or Sellers to (or any requirement to cause their respective Affiliates to) (i) dispose, transfer, or separate any assets or operations, (ii) limit Buyer's or its Affiliates' freedom of action with respect to, or its ability to consolidate and control, the Assets or the Business or any of Buyer's or its Affiliates' other assets or businesses or (iii) limit Buyer's ability to acquire or hold, or exercise full rights of ownership with respect to, the Assets or the Business.

Section 7.06. Bankruptcy Court Approval.

(a) Sellers and Buyer each acknowledge that this Agreement and the sale of the Assets to Buyer and the assumption of the Assumed Liabilities by Buyer are subject to Bankruptcy Court approval. Buyer acknowledges that (i) to obtain such approval, each Seller must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Assets, and that such demonstration will include giving notice of the Transactions to creditors and other interested parties as ordered by the Bankruptcy Court, and, if necessary, conducting the Auction, and (ii) Buyer must provide adequate assurance of future performance as required under the Bankruptcy Code with respect to each Assigned Contract.

(b) Sellers shall use commercially reasonable efforts to obtain entry of the Sale Order. Buyer agrees that it will use commercially reasonable efforts to promptly take such actions as are reasonably requested by any Seller to assist in obtaining entry of the ~~Stalking Horse Order and the~~ Sale Order and a finding of adequate assurance of future performance by Buyer of the Assigned Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith”

purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Stalking Horse Order and/or the Sale Order is appealed, each Seller and Buyer will use their respective commercially reasonable efforts to defend such appeal(s).

Section 7.07. Bidding Procedures. Buyer agrees and acknowledges that Sellers, including through their Representatives, are and may continue soliciting inquiries, proposals, or offers from Third Parties for all or any part of the Assets, as contemplated by the Bidding Procedures.

Section 7.08. Alternate Bidder. If an Auction is conducted, and Sellers do not choose Buyer as the Successful Bidder, but instead choose Buyer as the Alternate Bidder, Buyer will be the Alternate Bidder. If Buyer is chosen as the Alternate Bidder, Buyer will be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction) open and irrevocable until the earlier of (a) closing of the sale of the Assets to the Successful Bidder and (b) ~~termination of this Agreement~~ January 27, 2020. If the Superior Proposal with the Successful Bidder will be terminated prior to the termination of this Agreement, Buyer will be deemed to be the Successful Bidder and will forthwith consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction).

Section 7.09. Financing. Upon the satisfaction of the conditions to the funding of the equity financing set forth in the Equity Commitment Letter, Buyer shall take all actions that are necessary, proper or advisable to obtain the Equity Financing contemplated by the Equity Commitment Letter and enforce its rights thereunder. Buyer shall not amend, supplement or otherwise modify or waive its rights under the Equity Commitment Letter if such amendment, supplement, modification or waiver would (1) impose new or additional conditions precedent or expand upon the conditions precedent to the Equity Financing as set forth in the existing Equity Commitment Letter or (2) reduce the aggregate amount of available Equity Financing to less than the amount required to consummate the transactions contemplated by this Agreement including the payment of all related fees and expenses.

ARTICLE 8 ADDITIONAL AGREEMENTS

Section 8.01. Taxes.

(a) *Transfer Taxes.* Buyer will be responsible for all documentary, stamp, transfer (including real property transfer), motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any interest, penalties and additions with respect to such Taxes and fees) arising from the Closing (collectively, “**Transfer Taxes**”), regardless of the Party on whom Liability is imposed under the provisions of the Applicable Laws relating to such Transfer Taxes. Sellers and Buyer will consult and cooperate on a reasonable basis in preparing and timely filing all Tax Returns with respect to any Transfer Taxes and will cooperate on a reasonable basis and otherwise take commercially reasonable efforts to obtain any available exemptions from or reductions in such Transfer Taxes. To the extent any Seller is required by Applicable Law to pay any Transfer Taxes to a Tax Authority

(including pursuant to a post-Closing adjustment or Order), Buyer will remit an amount equal to such Transfer Taxes to such Seller not less than five Business Days prior to the due date for such payment.

(b) *Periodic Non-Income Taxes.*

(i) With respect to any Taxes, such as sales, use or real or personal property Taxes, not based on income (“**Periodic Non-Income Taxes**”) that are attributable to any period that begins on or after the Closing Date and assessable on, or in respect of, the Assets, if any Seller pays such Periodic Non-Income Taxes on or prior to the Closing Date, then the Purchase Price will be increased by the amount of such Taxes paid by Sellers. With respect to any Periodic Non-Income Taxes that are attributable to any period that ends prior to the Closing Date and assessable on, or in respect of, the Assets, if Buyer pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Buyer the amount of such Periodic Non-Income Taxes paid by Buyer, but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement.

(ii) With respect to any Periodic Non-Income Taxes that are attributable to any period which includes but does not end on the day immediately prior to the Closing Date and assessable on, or in respect of, the Assets (a “**Straddle Period**”): (A) if any Seller pays such Periodic Non-Income Taxes, (A)1 if such Taxes are paid on or prior to the Closing Date, then the Purchase Price will be increased by the amount of such Taxes paid by such Seller that are attributable to the portion of such Straddle Period beginning on the Closing Date (the “**Post-Closing Straddle Period**”), and (B)2 if such Taxes are paid after the Closing Date, then after delivery to Buyer of proof of such payment, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed, Buyer will pay to such Seller the amount of such Taxes paid by such Seller that are attributable to the Post-Closing Straddle Period, but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement; and (B) if Buyer pays such Periodic Non-Income Taxes after the Closing Date, as promptly as practicable after delivery to the applicable Seller of proof of such payment, such Seller will pay to Buyer the amount of such Periodic Non-Income Taxes paid by Buyer that are attributable to the portion of such Straddle Period up to and including the day immediately prior to the Closing Date (the “**Pre-Closing Straddle Period**”), but only to the extent such amount was not taken into account to determine any amount otherwise payable to such Seller under any other provision of this Agreement. For purposes of this Section 8.01(b)(ii), the amount of Periodic Non-Income Taxes attributable to a Pre-Closing Straddle Period will be based upon (w) an interim closing of the books for excise, sales, use and similar Taxes and (x) for all other Periodic Non-Income Taxes, the ratio of the number of days in the Pre-Closing Straddle Period to the total number of days in the Straddle Period, and the amount of Periodic Non-Income Taxes attributable to a Post-Closing Straddle Period will be based upon (y) an interim closing of the books for excise, sales, use and similar Taxes

and (z) for all other Periodic Non-Income Taxes, the ratio of the number of days in the Post-Closing Straddle Period to the total number of days in the Straddle Period.

(c) *Cooperation and Audits.* Buyer, its Affiliates and Sellers will cooperate on a reasonable basis with each other regarding Tax matters governed by this Agreement (including the execution of appropriate powers of attorney) and will make available to the other as reasonably requested all information, records and documents relating to Taxes governed by this Agreement until the expiration of the applicable statute of limitations or extension thereof or the conclusion of all audits, appeals or litigation with respect to such Taxes.

Section 8.02. Allocation of Purchase Price.

(a) Within 30 days after the Closing Date, Buyer will deliver to Southcross a draft of an allocation statement setting forth the proposed allocation of the Purchase Price, first, among Sellers and, second, among the Assets of each Seller (the “**Proposed Allocation Statement**”). The Proposed Allocation Statement will be prepared in accordance with Section 1060 of the Code, the applicable Treasury regulations promulgated thereunder and any similar provision of applicable state, local or non-U.S. Applicable Law. Southcross will have 30 Business Days following delivery of the Proposed Allocation Statement during which to notify Buyer in writing (an “**Allocation Notice of Objection**”) of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of their objections. If Southcross fails to deliver an Allocation Notice of Objection in accordance with this Section 8.02(a), then the Proposed Allocation Statement will be conclusive and binding on all Parties (subject to Section 8.02(b)) and will become the “**Final Allocation Statement**”. If Southcross submits an Allocation Notice of Objection, then for 20 Business Days after the date Buyer receives the Allocation Notice of Objection, Buyer and Sellers will work in good faith and use their commercially reasonable efforts to agree on the allocation. In the event that the Parties are not able to resolve all objections raised in the Allocation Notice of Objection within such 20 Business Day period, then the Proposed Allocation Statement will be amended to reflect all undisputed items to which the Parties have agreed and all disputed items will be reported by the Parties separately in good faith, and the Proposed Allocation Statement as amended to reflect the undisputed items will become the Final Allocation Statement.

(b) (i) Sellers and Buyer will report, act and file (and will cause their respective Affiliates to report, act and file) Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with the Final Allocation Statement and (ii) neither Sellers nor Buyer will take any position (or will allow any of their respective Affiliates to take any position) (whether in audits, Tax Returns, or otherwise) that is inconsistent with such allocation, except, in each case, to the extent otherwise required by Applicable Law.

Section 8.03. Assigned Contracts; Adequate Assurance and Performance.

(a) Except as otherwise provided in the Bidding Procedures Order, the Stalking Horse Order and/or the Sale Order, with respect to each Assigned Contract, following being declared by Sellers as the Successful Bidder, Buyer will use commercially reasonable efforts to promptly deliver information reasonably sufficient to demonstrate Buyer’s adequate assurance of the future performance by Buyer of each such Assigned Contract as required under Section 365 of

the Bankruptcy Code, which information Sellers will be permitted to disseminate to any Third Party to any 365 Contract.

(b) From and after Closing, Buyer will pay, perform or satisfy the Assumed Liabilities from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

(c) Without limiting the provisions of Section 8.03(a), Buyer acknowledges that Sellers have no duty to maintain any bonds, letters of credit, guarantees, cash deposits and insurance to secure performance or payment under any Assigned Contracts (collectively, “**Seller Credit Obligations**”) after the Closing, and Buyer agrees to reasonably cooperate with Sellers in Sellers’ efforts to secure the release of any Seller Credit Obligations posted by Sellers set forth on Disclosure Schedule 8.03(c). If any Seller Credit Obligation remains outstanding as of the Closing Date, Buyer will indemnify Sellers, their Affiliates, and each of their respective Representatives and hold them harmless against any Liabilities that such Persons may incur under any such Seller Credit Obligations attributable to periods from and after the Closing Date.

Section 8.04. Employee Matters.

(a) *Transferred Employees.* Prior to the Closing, Buyer will cause TCM to offer employment to (i) each of the ~~employees of Southercross GP~~ Applicable Employees listed on Disclosure Schedule 8.04(a) and (ii) each employee of Southcross GP ~~actively employed in or its Affiliates whose primary responsibilities relate to~~ the Business who is hired in the Ordinary Course of Business from the date hereof through five Business Days prior to the Closing Date to fill any vacancy as of the date hereof or to replace any employee listed on Disclosure Schedule 8.04(a), in each case, who remains employed immediately prior to the Closing. Sellers shall update and deliver Disclosure Schedule 8.04(a) to Buyer five Business Days prior to the Closing (which updated Disclosure Schedule shall include each employee’s name, position, base salary or wage rate, date of hire, commission, bonus and incentive entitlements, and whether such employee is currently receiving long-term or short-term disability benefits or is absent from active employment on an approved leave of absence and the nature of any such leave and anticipated dates of return to active employment). Such individuals who accept such offer by the Closing Date and commence employment with Buyer are hereinafter referred to as the “**Transferred Employees.**”

(b) *Employment Tax Reporting.* With respect to the Transferred Employees, Sellers will, and Buyer will cause TCM to, use the alternative procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting. Each applicable Seller will provide TCM with all payroll and employment-related information with respect to the Transferred Employees.

(c) *Compensation and Benefits.* For a period of not less than 12 months after the Closing Date, Buyer will cause TCM to provide (i) base salaries and target cash incentive compensation opportunities (excluding change of control, transaction, retention or equity-based compensation) to the Transferred Employees that are at least as favorable as the base salaries and target cash incentive compensation opportunities such Transferred Employees were receiving immediately prior to the Closing and (ii) employee benefits (excluding equity-based

compensation) to the Transferred Employees that are substantially comparable to the employee benefits provided or made available to similarly-situated employees of TCM. Buyer will cause TCM to credit each Transferred Employee with his or her years of service with Southcross GP for purposes of eligibility and vesting under TCM's employee benefit plans. Buyer will cause TCM to use commercially reasonable efforts to credit each Transferred Employee with all applicable deductibles and annual out-of-pocket limits for expenses incurred in the plan year in which the Closing occurs under any benefit plan in which such Transferred Employees participate after the Closing Date.

(d) *No Obligations.* No provision in this Section 8.04 or otherwise in this Agreement, whether express or implied, will (i) create any third-party beneficiary or other rights in any employee or former employee of Southcross GP or any of their Subsidiaries or Affiliates (including any beneficiary or dependent thereof), any other participant in any Seller Benefit Plan or any other Person; (ii) create any rights to continued employment with Southcross GP, Buyer, TCM or any of their respective Subsidiaries or Affiliates or in any way limit the ability of Sellers, Southcross GP, Buyer, TCM or any of their respective Subsidiaries or Affiliates to terminate the employment of any individual at any time and for any reason; or (iii) constitute or be deemed to constitute an amendment to any Seller Benefit Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Sellers, Southcross GP, Buyer, TCM or any of their Subsidiaries or Affiliates.

Section 8.05. Post-Closing Books and Records and Personnel.

(a) Seller shall deliver the Records to Buyer within ~~120~~60 days following Closing. For ~~three years~~18 months after the Closing Date, (i) Buyer will not dispose of or destroy any of the Records received by Buyer as Assets and (ii) Buyer will allow Sellers (including, for clarity, any trust established under a Chapter 11 plan of Sellers or any other successors of Sellers) and any of its directors, officers, employees, counsel, Representatives, accountants and auditors reasonable access during normal business hours, upon reasonable advance notice, to any Records included in the Assets for purposes relating to the Bankruptcy Cases, the wind-down of the operations of Sellers or any such trusts or successors and Sellers (including any such trust or successors) and such directors, officers, employees, counsel, Representatives, accountants and auditors will have the right to make copies of any such Records for such purposes. Until the liquidation and winding up of each Seller's estate, Sellers may keep a copy of the Records. In the event any Party desires to destroy any such Records prior to the time during which they must be maintained pursuant to this Section 8.05, such Party will first give 90 days' prior written notice to the other Party and such other Party will have the right at their option and expense, upon prior written notice given within such 90-day period to the Party desiring to destroy such Records or records, to take possession of the Records within 180 days after the date of such notice, or such shorter period as the liquidation and winding up of each applicable Seller's estate will permit. Except as required by Applicable Laws or to the extent required to enforce its rights with respect to the Excluded Liabilities, from and after the Closing, each Seller will keep confidential and not use the Records that would have been included in the Records but for the failure to obtain a material Third Party consent.

(b) Notwithstanding anything to the contrary contained in this Section 8.05, if the Parties are in an adversarial relationship in any Proceeding, the furnishing of information,

documents or records in accordance with any provision of this Section 8.05 shall be subject to applicable rules relating to discovery.

Section 8.06. Insurance. From and after the Closing, the Business and the Assets will continue to be insured under any occurrence-based Third Party liability policies under which they were insured prior to Closing (“**Occurrence-Based Policies**”) for any claims which relate to events or circumstances prior to Closing, without regard to when such claim is reported. If any claims are actually made prior to the Closing Date under any Occurrence-Based Policies, or if there are any matters reportable under any Occurrence-Based Policies for events or circumstances relating to pre-Closing events which are or become known to Buyer, Sellers or their respective Affiliates, then Sellers and Southcross GP shall, and shall cause their Affiliates to, ensure that Buyer can file, notice and otherwise pursue (or continue to pursue) such claims and recover proceeds under the terms of such Occurrence-Based Policies, and Sellers and Southcross GP shall, or shall cause their applicable Affiliates to, promptly pay over to Buyer any proceeds of any insurance recovery under any such Occurrence-Based Policies (in each case, at the sole expense of Buyer and at no expense and without any Liability to Sellers). If any Casualty Loss occurs prior to the Closing which is insured under any property or casualty insurance policy for any of Sellers or their Affiliates and claims associated with such losses have been made prior to the Closing, then Sellers and Southcross GP shall, and shall cause their Affiliates to file, notice and otherwise continue to pursue such claims and recover proceeds under the terms of such policies and shall reasonably cooperate with Buyer in the filing and pursuit of any such claim (in each case, at the sole expense of Buyer and at no expense and without any Liability to Sellers), and, except as provided otherwise in Section 8.07 below, Sellers and Southcross GP shall, or shall cause their Affiliates to, promptly pay over to Buyer any such proceeds of any insurance recovery under any such policy by Sellers or their Affiliates.

Section 8.07. Casualty. If any of the Assets are damaged or destroyed by Casualty Loss from the date hereof until the Closing Date, Sellers shall promptly (but in no event more than five Business Days after the occurrence of such Casualty Loss) notify Buyer. If the cost of restoring, repairing or replacing such damaged or destroyed Assets to a condition reasonably comparable to their prior condition, as estimated by a qualified firm reasonably acceptable to Sellers and Buyer (and with the costs of such firm being paid by Sellers and Buyer in equal proportion) (the “**Restoration Cost**” and the date of such estimation, the “**Restoration Cost Estimation Date**”), (i) is greater than \$~~300,000~~50,000 individually (a “**Material Casualty Loss**”), and (ii) the aggregate Restoration Cost of all Material Casualty Losses exceeds \$900,000, Buyer may, by written notice to Southcross within 30 days after the last applicable Restoration Cost Estimation Date (but in any event prior to the Closing Date), then, subject to Section 12.01(c)(~~iii~~v), elect to (i) have Sellers restore, repair or replace such damaged or destroyed Assets to a condition reasonably comparable to their prior condition (any of the foregoing, a “**Restoration**,” and Buyer’s election of a Restoration, the “**Restoration Option**”) or (ii) reduce the Cash Purchase Price by the amount of the aggregate Restoration Cost of all Material Casualty Losses *minus* \$900,000 (the “**Restoration Reduction Amount**”). If Buyer elects the Restoration Option, it shall notify Southcross of such election in writing, and Sellers shall use their commercially reasonable efforts to complete, or cause to be completed, such Restoration prior to the Closing Date, *provided, however*, that if such Restoration is not completed in full by the Closing Date, the Closing shall occur on the Closing Date and the Cash

Purchase Price will be reduced by the amount of the remaining Restoration Cost as of the Closing. If the Cash Purchase Price is reduced pursuant to this Section 8.07 by the amount of any Restoration Cost, then Sellers shall be entitled to retain any proceeds received under any insurance policies with respect to such Casualty Loss in an amount equal to the Restoration Reduction Amount, and such proceeds up to the Restoration Reduction Amount shall not constitute Assets hereunder. If the Restoration Cost for any Casualty Loss is ~~\$300,000~~50,000 or less individually or the aggregate Restoration Cost of all Material Casualty Losses is \$900,000 or less, Sellers shall not be obligated to repair or replace the damaged or destroyed Assets (but shall be obligated to pursue any applicable insurance proceeds in accordance with Section 8.06).

Section 8.08. Condemnation. If any of the Assets are taken by condemnation from the date hereof until the Closing Date, Sellers shall promptly (but in no event more than five Business Days after the receipt of notice of such condemnation or threat thereof) notify Buyer. If the value of such Assets in a condemnation proceeding, as estimated by a qualified firm reasonably acceptable to Sellers and Buyer (and with the costs of such firm being paid by Sellers and Buyer in equal proportion) (~~such sum,~~ the “**Condemnation Value**” and the date of such estimation, the “**Condemnation Value Estimation Date**”), is greater than ~~\$300,000~~100,000, then, subject to Section 12.01(c)(~~iii~~v), the Cash Purchase Price shall be reduced by an amount equal to the Condemnation Value. If the Cash Purchase Price is reduced pursuant to this Section 8.08 in connection with a condemnation event, then Sellers shall be entitled to retain any condemnation proceeds payable with respect to such condemnation event, up to the Condemnation Value, and such proceeds shall not constitute Assets hereunder (to the extent they do not exceed the Condemnation Value). If the Condemnation Value is ~~\$300,000~~100,000 or less, there shall be no reduction to the Cash Purchase Price (but Sellers shall be obligated to pursue and remit to Buyer or cooperate in Buyer’s pursuit of, as applicable, any applicable condemnation proceeds).

Section 8.09. Seller Marks. Buyer shall, as soon as practicable, but in any event within ~~45~~90 days after the Closing Date, (i) cease all use of any and all trademarks, service marks, trade names, entity names and logos owned or held for use by Sellers or any of their Affiliates or any variations thereof (“**Seller Marks**”) (ii) remove, cover or otherwise destroy all use of the Seller Marks from the Assets and (iii) deliver to Sellers a signed written verification that Buyer has discontinued all use of the Seller Marks and that all physical and digital materials bearing the Seller Marks that were in the possession or under the control of Buyer have been discarded, removed, deleted, or transferred to Sellers.

Section 8.10. Other Confidentiality Agreements. From and after the Closing, upon Buyer’s prior written request, each Seller shall, and shall cause of its Affiliates to, use commercially reasonable efforts, at Buyer’s sole cost and without any Liability to any Seller, to enforce its or their rights under each confidentiality agreement (other than the Confidentiality Agreement) to which the Seller or any of its Affiliates is a party and which pertain to the potential acquisition of the Business (collectively, the “Other Confidentiality Agreements”) on

Buyer's behalf with respect to any breach of the confidentiality obligations thereunder to the extent such breach relates to the Assets or Business.

Section 8.11. Specified Contracts Schedule. Reasonably promptly after the execution of this Agreement, but in no event later than twenty days following the date hereof, Southcross shall deliver to Buyer a schedule (the "**Specified Contracts Schedule**") listing each of the Specified Contracts, which Specified Contracts Schedule shall be broken down by category and shall set forth, for each category of contracts listed in clauses (i) - (xiii) of Section 5.04(d), the Specified Contracts of the type described in such category.

Section 8.12. ~~Section 8.10.~~ Disclaimers.

(a) *General Disclaimer.* To the extent required by Applicable Laws to be operative, the disclaimers of certain warranties contained in this ~~Section 8.10~~8.12 are "conspicuous disclaimers" for purposes of any Applicable Laws.

(b) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN THE CASE OF FRAUD, (I) NONE OF SELLERS, SOUTHCROSS GP NOR ANY OTHER PERSON MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED OR OTHERWISE, WITH RESPECT TO, OR IN RELATION TO, ANY OF THE ASSETS OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND BUYER EXPRESSLY WAIVES AND ACKNOWLEDGES THAT NONE OF SELLERS, SOUTHCROSS GP NOR ANY OTHER PERSON MAKE ANY SUCH WARRANTY OR REPRESENTATION, AND BUYER IS NOT RELYING ON ANY SUCH WARRANTY OR REPRESENTATION, (II) SELLERS AND SOUTHCROSS GP EXPRESSLY DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY, IN WRITING OR OTHERWISE) TO BUYER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY STATEMENT, OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF EACH SELLER OR ANY OF ITS RESPECTIVE AFFILIATES) AND (III) ALL PROPERTIES INCLUDED IN THE ASSETS WILL BE CONVEYED BY SELLERS AND ACCEPTED BY BUYER PRECISELY AND ONLY AS IS, WHERE IS, AND WITH ALL DEFECTS AND FAULTS WITHOUT RECOURSE AND WITHOUT WARRANTY (INCLUDING WITHOUT ANY WARRANTY OF TITLE).**

(c) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 OF THIS AGREEMENT (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN THE CASE OF FRAUD, BUYER ACKNOWLEDGES AND AGREES THAT SELLERS**

AND SOUTHCROSS GP ARE CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH SELLERS HEREBY DISCLAIM), RELATING TO (I) TITLE, (II) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (III) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (IV) THE ABSENCE OF PATENT, LATENT OR REDHIBITORY VICIES OR DEFECTS, (V) THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE ASSETS (SURFACE AND SUBSURFACE), (VI) COMPLIANCE WITH APPLICABLE LAWS, (VII) THE CONTENTS, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM OR MANAGEMENT PRESENTATION, (VIII) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (IX) CONTRACTUAL, ECONOMIC, FINANCIAL INFORMATION AND/OR OTHER DATA AND ANY RELATED MAPS, ESTIMATIONS OR PROJECTIONS MADE IN SALE PRESENTATIONS OR MARKETING MATERIALS, (X) CONTINUED FINANCIAL VIABILITY, INCLUDING PRESENT OR FUTURE VALUE OR ANTICIPATED INCOME OR PROFITS, (XI) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY THIRD PARTIES, (XII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, (XIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT OR (XIV) ANY OTHER MATTER WHATSOEVER, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST SELLERS AND SOUTHCROSS GP ASSOCIATED WITH SAME.

(d) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS EXPRESSLY SET FORTH IN ARTICLE 5 OF THIS AGREEMENT (AS MODIFIED OR QUALIFIED BY THE SCHEDULES HERETO) OR ANY CERTIFICATE DELIVERED PURSUANT TO THIS AGREEMENT AND EXCEPT IN THE CASE OF FRAUD, SELLERS AND SOUTHCROSS GP HAVE NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAW, ASSUMED LIABILITIES RELATING TO ENVIRONMENTAL LAW, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE WILL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND BUYER IS DEEMED TO BE TAKING

THE ASSETS “AS IS” AND “WHERE IS” FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION.

(e) SELLERS ACKNOWLEDGE AND AGREE THAT NOTWITHSTANDING ANYTHING IN THE FOREGOING TO THE CONTRARY, NOTHING IN THIS AGREEMENT SHALL PRECLUDE BUYER FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY.

**ARTICLE 9
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE**

The obligation of Buyer to consummate the Transactions is subject to the satisfaction or waiver in writing by Buyer, at or prior to the Closing, of each of the following conditions:

Section 9.01. Accuracy of Representations. (a) The representations and warranties of Sellers contained in Sections 5.01, 5.02, 5.03(i) and 5.10 will be true and correct in all material respects ~~(solely the first sentence thereof)~~ at and as of the Closing, as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date) and (b) the other representations and warranties of Sellers contained in this Agreement (without giving effect to any qualifications or exceptions as to “materiality” or Material Adverse Effect set forth therein) will be true and correct at and as of the Closing as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such earlier date) except in the case of this clause (b) for such failures to be so true and correct, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 9.02. Sellers’ Performance. Sellers will have performed and complied in all material respects with all of their covenants and other agreements that they are required to perform pursuant to this Agreement prior to the Closing (or will have cured any such breach to the extent necessary to satisfy this condition).

Section 9.03. Sellers’ Deliveries. Each of the deliveries required to be made to Buyer pursuant to Section 4.04 will have been delivered (or Sellers will make such deliveries at the Closing).

Section 9.04. Material Adverse Effect. Since ~~the date of this Agreement~~ December 31, 2018, there shall not have occurred and be continuing any change, event, circumstance or development that, individually or in the aggregate, has had, or is reasonably expected to have, a Material Adverse Effect.

ARTICLE 10
CONDITIONS PRECEDENT TO THE OBLIGATION OF BUYER AND SELLERS

The respective obligations of Buyer and Sellers to consummate the Transactions are subject to the satisfaction or waiver in a joint writing by Buyer and Sellers, at or prior to the Closing, of each of the following conditions:

Section 10.01. No Order. There will not be in effect any Order by any court of competent jurisdiction enjoining or otherwise prohibiting the Closing.

Section 10.02. Sale Orders. The Bankruptcy Court will have entered the Bidding Procedures Order, the Sale Order and the Stalking Horse Order, and each of such Orders will be a Final Order.

Section 10.03. Regulatory Approvals. The MPSC Approval and the APSC Approval shall have been obtained.

ARTICLE 11
CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLERS TO CLOSE

Sellers' obligation to consummate the Transactions is subject to the satisfaction or waiver in writing by Southcross, at or prior to the Closing, of each of the following conditions:

Section 11.01. Accuracy of Representations. The representations and warranties of Buyer contained in this Agreement (without giving effect to any qualifications or exceptions as to "materiality" or "Material Adverse Effect" set forth therein) will be true and correct in all respects at and as of the Closing, as if made at and as of such time, except to the extent expressly made as of an earlier date, in which case as of such earlier date, except for such failures to be so true and correct, as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the Transactions.

Section 11.02. Buyer's Performance. Buyer will have performed and complied in all material respects with all of its covenants and other agreements that it is required to perform pursuant to this Agreement prior to the Closing (or will have cured any such breach to the extent necessary to satisfy this condition).

Section 11.03. Buyer's Deliveries. Each of the deliveries required to be made to Sellers pursuant to Section 4.03 will have been delivered (or Buyer will make such deliveries at the Closing).

ARTICLE 12
TERMINATION

Section 12.01. Termination Events. Notwithstanding anything herein to the contrary, this Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Southcross and Buyer;
- (b) by written notice of either Southcross or Buyer to such other Party if:

- (i) Buyer is not the Successful Bidder or the Alternate Bidder at the Auction;

- (ii) the Closing has not occurred by the close of business on ~~{●}~~ March 11, 2020¹²; *provided* that if as of such date all of the conditions set forth in Article 9, Article 10 and Article 11 have been satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the Closing, provided that such conditions would be satisfied on such date) other than the conditions set forth in Section 10.03, either Southcross or Buyer may extend such date to ~~{●}~~ June 11, 2020¹³ (such date, as may be so extended, the “**Outside Date**”); *provided further* that a Party may not terminate this Agreement pursuant to this Section 12.01(b)(ii) if such Party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such breach has been a principal cause of the failure of the Closing to occur on or prior to the Outside Date;

- (iii) there is in effect a final and non-appealable Order by any court of competent jurisdiction enjoining or otherwise prohibiting the Closing; ~~*provided that a Party may not terminate this Agreement pursuant to this Section 12.01(b)(iii) if such party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such breach has been a principal cause of the failure of the Closing to occur on or prior to the Outside Date*~~;

- (iv) (A) Sellers enter into a definitive agreement providing for a Superior Proposal, and Buyer is not the Successful Bidder or Alternate Bidder at the Auction, or (B) Sellers enter into a definitive agreement providing for a Superior Proposal, Buyer is the Alternate Bidder at the Auction, and (1) the closing of the sale of the relevant Assets to the Successful Bidder pursuant to such Superior Proposal has occurred ~~(the Superior Proposal referred to in the foregoing clause (A) or (B), as applicable, the “Applicable Superior Proposal”); or~~ (2) Buyer is not subsequently deemed to be the Successful Bidder pursuant to Section 7.08 prior to the close of business on January 27, 2020; or

- (v) (A) the Bankruptcy Cases are converted into cases under Chapter 7 of the Bankruptcy Code or dismissed or (B) a ~~trustee~~ Trustee under Chapter 11 of the Bankruptcy Code is appointed in the Bankruptcy Cases;

- (c) so long as Buyer is not in material breach of its obligations under this Agreement, by Buyer, by written notice to Southcross:

- (i) if (A) Sellers breach any representation or warranty or fail to perform any covenant or agreement contained in this Agreement, (B) such breach would result in a

¹² ~~Note to Draft: Six months following signing.~~

¹³ ~~Note to Draft: Nine months following signing.~~

failure of a condition set forth in Article 9 or Article 10 and (C) such breach is incapable of being cured or, if such breach is curable, has not been cured by the earlier of (1) 20 Business Days after the giving of written notice by Buyer to Sellers of such breach and (2) the Outside Date;

(ii) if Sellers file a motion (without Buyer's consent) to have the Bankruptcy Court enter an Order dismissing or converting the Bankruptcy Cases into cases under Chapter 7 of the Bankruptcy Code or appointing a trustee in the Bankruptcy Cases or appointing an examiner with enlarged power related to the operation of the Business (beyond those set forth in Section 1106(a)(3) or 1106(a)(4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; ~~or~~

(iii) if the Sale Hearing is not held on or before October 22, 2019, or if the Sale Hearing is delayed due to the Bankruptcy Court's unavailability, the next Business Day on which the Bankruptcy Court is available to hold such hearing;

(iv) if the Bankruptcy Court has not entered the Sale Order within three Business Days following the Sale Hearing; or

(v) ~~(iii)~~ if there has been a Casualty Loss described in Section 8.07 or a condemnation event described in Section 8.08, the relevant Assets have not been restored to a condition reasonably comparable to their prior condition, and such Casualty Loss or condemnation event, individually or in the aggregate, constitutes a Material Adverse Effect; or

(d) so long as Sellers are not in material breach of their obligations under this Agreement, by Southcross by written notice to Buyer if:

(i) (A) Buyer breaches any representation or warranty or fails to perform any covenant or agreement contained in this Agreement, (B) such breach would result in a failure of a condition set forth in Article 10 or Article 11, and (C) such breach is incapable of being cured or, if such breach is curable, has not been cured by the earlier of (1) 20 Business Days after the giving of written notice by Southcross to Buyer of such breach and (2) the Outside Date; or

(ii) Buyer fails to consummate the Transactions, including payment of the Purchase Price, as and when required by Article 4 hereof.

~~(e) by Southeross if it, or the board of directors of Southeross GP, determines, in consultation with outside legal counsel, that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with its or the board's fiduciary obligations under Applicable Law, including to pursue a Superior Proposal.~~

Section 12.02. Effect of Termination.

(a) ~~In~~ Subject to Section 3.02 and Section 12.02(b), in the event of a valid termination of this Agreement by Buyer or Southcross pursuant to this Article 12, all rights and obligations under this Agreement will terminate without any Liability of any Party or Person to any other

Party or Person; *provided that*, subject to Section 3.02, nothing herein will relieve any Party from Liability for any failure to consummate the Transactions when required pursuant to this Agreement or any willful and material breach of this Agreement prior to such termination; and *provided, further*, that the provisions of this Section 12.02 and Section 3.02, Section 7.01(b), Section 8.108.12, Section 12.03 and Article 13, and, to the extent applicable to the interpretation or enforcement of such provisions, Article 1 will survive the termination of this Agreement.

(b) If this Agreement is validly terminated pursuant to Section 12.01(b)(i), Section 12.01(b)(iv) or Section 12.01(e), ~~then in each case~~, for any reason other than a Specified Termination Event, then Sellers, jointly and severally, shall pay or cause to be paid to Buyer the Expense Reimbursement within two Business Days after such termination. The Parties acknowledge and agree that Buyer's entitlement to the Expense Reimbursement (to the extent applicable) will constitute liquidated damages (and not a penalty). Notwithstanding anything to the contrary contained herein, if the Closing fails to occur for any reason, the sole and exclusive remedy of Buyer against Sellers in connection with this Agreement and the Transactions is set forth in Section 3.02(c) and this Article 12. For purposes of this Agreement, "Specified Termination Event" shall mean the valid termination of this Agreement (i) by Southcross pursuant to Section 12.01(d) or (ii) by either Buyer or Southcross pursuant to (A) Section 12.01(b)(ii) under circumstances where, as of the Outside Date, all of the conditions set forth in Article 9, Article 10 and Article 11 have been satisfied (other than those conditions that by their terms are to be satisfied by actions taken at the Closing, provided that such conditions would be satisfied on such date) other than the conditions set forth in Section 10.03 or (B) Section 12.01(b)(iii) under circumstances where the applicable Order relates to the failure to obtain MPSC Approval or the APSC Approval.

Section 12.03. Procedure Upon Termination. In the event of valid termination pursuant to Section 12.01, the terminating Party must give written notice thereof, specifying the provision pursuant to which the Agreement is being terminated, to the other Party or Parties, and this Agreement will terminate (subject to Section 12.02) and the purchase of the Assets hereunder will be abandoned without further action by Buyer or Sellers. If this Agreement is terminated as provided herein, Southcross will be deemed to have delivered notice to Buyer that it must return or destroy all Confidential Information and Buyer will redeliver to Sellers or destroy all documents, work papers and other materials of Buyer and its Representatives relating to the Transactions, in accordance with the terms of the Confidentiality Agreement.

ARTICLE 13 GENERAL PROVISIONS

Section 13.01. No Survival of Representations and Warranties. The representations and warranties contained herein and in any certificate or other Transaction Document delivered by any Party pursuant to this Agreement will terminate upon and not survive the Closing, and no Party shall have any Liability thereafter in respect thereof. Each Party's covenants and other agreements contained in this Agreement will terminate upon the Closing, except the Post-Closing Covenants applicable to such Party, which Post-Closing Covenants will survive the Closing until the earlier of:

(a) full performance of such Post-Closing Covenant in accordance with this Agreement; and

(b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, 30 days following the expiration of the time period for such performance, or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant;

provided, that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof, then such Post-Closing Covenant will survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

Section 13.02. Notices. All notices, requests, consents, waivers and other communications under this Agreement must be in writing and (a) delivered by hand, (b) sent by email (with read receipt received), (c) sent by overnight courier, or (d) sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and Representatives (if applicable) set forth below (or to such other addresses and Representatives as a Party may designate by notice to the other Parties):

(i) If to any Seller, then to:

Southcross Energy Partners, L.P.
Attn: General Counsel
1717 Main Street, Suite 5200
Dallas, TX 75201
E-mail: kelly.jameson@southcrossenergy.com

with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
Attn: Marshall Huebner
Darren Klein
Harold Birnbaum
450 Lexington Avenue
New York, NY 10017
E-mail: marshall.huebner@davispolk.com
darren.klein@davispolk.com
harold.birnbaum@davispolk.com

(ii) If to Buyer:

Magnolia Infrastructure Holdings, LLC
c/o ArcLight Capital Partners, LLC
Attn: General Counsel
200 Clarendon Street, 55th Floor
Boston, MA 02116
E-mail: tburke@arclightcapital.com

with a copy (which will not constitute notice) to:

Gibson, Dunn & Crutcher LLP
Attn: Justin Stolte
Jonathan Whalen
811 Main Street, Suite 3000
Houston, Texas 77002-6117
E-mail: jstolte@gibsondunn.com
jwhalen@gibsondunn.com

All such notices, requests, consents, waivers and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 P.M. on a Business Day in the recipient's location. Otherwise, any such notice, request, consent, waiver or other communication shall be deemed to have been received on the following Business Day in the recipient's location.

Section 13.03. Waiver; Waiver of Damages.

(a) Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Laws, (i) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given, and (ii) no notice to or demand on one Party will be deemed to be a waiver of any right of the Party hereto that gives such notice or demand to take further action without notice or demand.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY WILL BE LIABLE TO ANY OTHER PARTY HERETO FOR SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES; *PROVIDED* THAT NOTHING IN THIS SECTION SHALL PRECLUDE BUYER FROM MAKING ANY CLAIM FOR RECOVERY OR PAYMENT FROM A THIRD PARTY PURSUANT TO ANY R&W INSURANCE POLICY.

Section 13.04. Entire Agreement; Amendment. This Agreement (including the Schedules, Disclosure Schedules and the Exhibits hereto) and the other Transaction Documents

supersede all prior agreements between Buyer and Sellers with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer and Sellers with respect to the subject matter hereof and thereof. Except as permitted under Section 2.05(c), this Agreement, including all Schedules, Disclosure Schedules and Exhibits hereto, may not be amended, modified or supplemented, nor the terms hereof waived, except by a written agreement executed by all of the Parties.

Section 13.05. Assignment. Except as provided in Section 4.05 ~~of~~, this Agreement, and the rights, interests and obligations hereunder, may not be assigned by any Party (by operation of law or otherwise) without the express written consent of the other Parties; *provided*, that Sellers may assign some or all of their rights or delegate some or all of their obligations hereunder to successor entities pursuant to a plan of reorganization confirmed by the Bankruptcy Court. Any attempted or purported assignment in violation of this Section 13.05 will be deemed void *ab initio*. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 13.06. Severability. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability.

Section 13.07. Expenses. Except to the extent otherwise specifically provided herein, each of Sellers, on the one hand, and Buyer, on the other hand, will bear its own respective expenses incurred in connection with the negotiation and execution of this Agreement, the other Transaction Documents and the Transactions. Without limiting the foregoing, Buyer will pay (a) the filing fee required in connection with any filing with the APSC or MPSC and (b) any fee required to be paid to the Escrow Agent in connection with the Deposit Escrow Agreement.

Section 13.08. Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement is not performed in accordance with the terms hereof, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions, and, accordingly, (a) prior to the Closing, each Party will be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, including specific performance of the covenants, promises or agreements contained in this Agreement or an Order enjoining the applicable Party from any threatened, or from the continuation of any actual, breach of such covenants, promises or agreements, and (b) from and after the Closing, any Party will be entitled to an injunction or injunctions without proof of damages or posting a bond or other security to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in each case in this sentence, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this

Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity. The right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Buyer would have entered into this Agreement.

Section 13.09. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) **Except (i) to the extent the mandatory provisions of the Bankruptcy Code apply and (ii) for any real or immovable property issues, which will be governed by and construed and enforced in accordance with the internal laws of the state in which such real or immovable property is located (without reference to the choice of law rules of such state), this Agreement and all disputes or controversies arising out of or relating to this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.**

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by Applicable Laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 13.02) or any other manner permitted by law. Notwithstanding the foregoing, each of the Parties agrees that a judgment, decree or award rendered by any such court in Delaware may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 13.10. Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement or such amendment and all of which, when taken together, will constitute one and the same instrument. Notwithstanding anything to the contrary in Section 13.02, delivery of an

executed counterpart of a signature page to this Agreement or any amendment hereto by email attachment will be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 13.11. Parties in Interest; No Third Party Beneficiaries. This Agreement will inure to the benefit of and be binding upon Buyer, Sellers and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind, except that ~~Section 13.07 and~~ Section 13.12 ~~are~~ is intended for the benefit of and are enforceable by the Party Affiliates; *provided* that in each case such party will be subject to all the limitations and procedures of this Agreement as if it were a Party hereunder.

Section 13.12. No Recourse.

(a) Notwithstanding anything that may be expressed or implied in this Agreement or any Transaction Document, and notwithstanding the fact that any Party may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Parties will have any obligation hereunder and that it has no rights of recovery hereunder against, and no recourse hereunder or under any Transaction ~~Documents~~ Document in respect of any oral representations made or alleged to be made in connection herewith or therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, Representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (each, a “**Party Affiliate**”), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, Contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other Applicable Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or the transaction contemplated hereby, under any documents or instruments delivered contemporaneously herewith, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, or for any claim (whether in tort, Contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation; provided that (i) nothing herein shall limit the rights of any party to a Transaction Document under such Transaction Document against any other Person that is party thereto and (ii) nothing in this Section 13.12(a) shall limit the Third-Party beneficiary rights expressly granted to Southcross pursuant to the terms of the Equity Commitment Letter.

(b) Effective as of the Closing (but only if the Closing actually occurs), except for any rights or obligations under this Agreement and the other Transaction Document or arising out of any Post-Closing Covenant and except in the case of Fraud, Buyer, on behalf of itself and each of its Affiliates and each of its and their respective past, present and/or future general or limited partners, management companies, controlling Persons, other Representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “**Releasors**”), hereby irrevocably and unconditionally releases and forever discharges Sellers and Southcross GP, their respective Affiliates and each of the foregoing’s respective past, present

and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives or Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing (collectively, the “**Released Parties**”) of and from any and all actions, causes of action, suits, Proceedings, executions, Orders, duties, debts, dues, accounts, bonds, Liabilities, Contracts and covenants (whether express or implied), and claims and demands whatsoever whether in law or in equity (whether based upon contract, tort or otherwise) which any of the Releasors may have against any of the Released Parties, now or in the future, in each case in respect of any cause, matter or thing relating to the Assets, the Business or any action taken or failed to be taken by any of the Released Parties in any capacity related to Assets or the Business, in each case, occurring or arising on or prior to the Closing Date. From and after the Closing and notwithstanding any applicable statute of limitations, Buyer will not, and will cause each of the other Releasors not to, bring any Proceeding against Sellers or any of the other Released Parties, whether at law or in equity, with respect to any of the rights or claims waived and released by Buyer on behalf of itself and the other Releasors under this Section 13.12(b).

(c) Buyer agrees that if Buyer or any of its Affiliates obtains or binds a representations and warranties insurance policy with respect to any of the representations or warranties set forth in Article 5 of this Agreement, any certificate delivered by Seller pursuant to this Agreement or any other Transaction Document (each, a “**R&W Insurance Policy**”), each such R&W Insurance Policy will at all times provide that: (i) the insurer will have no, and will waive and not pursue any and all, subrogation rights against Sellers, Southcross GP or any of their Affiliates, other than with respect to a claim for Fraud, (ii) Sellers and Southcross GP are third-party beneficiaries of such waiver and (iii) Buyer will have no obligation to pursue any claim against Sellers or Southcross GP in connection with any Liability.

Section 13.13. Disclosure Schedules; Materiality. The inclusion of any matter in any Disclosure Schedule will be deemed to be a disclosure in all other Disclosure Schedules, without the need for repetition or cross reference, to the extent that the relevance of such disclosure to the other Disclosure Schedules is reasonably apparent on its face. The inclusion of any matter in any Disclosure Schedule will not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Disclosure Schedule will not be deemed an admission as to whether the fact or item is “material” or would constitute a “Material Adverse Effect.”

Section 13.14. Liquidating Trustee. If at any time any Seller liquidates, its estate is converted to Chapter 7, or otherwise has a trustee or other Representative appointed by the Bankruptcy Court (as applicable, a “**Trustee**”), then (a) such Trustee will be bound to perform the obligations of Sellers and will be entitled to exercise the rights of Sellers under this Agreement, and (b) with respect to all of Sellers’ assets that are abandoned (if any) following the date hereof, Sellers grant to such Trustee a power of attorney for purposes performing Sellers’ obligations under Section 2.06 with respect to such abandoned assets. Sellers acknowledge and agree that the power of attorney granted to such Trustee (if any) pursuant to the foregoing clause (b) is coupled with an interest and will be irrevocable. Further, such power of attorney will also be granted to Buyer for purposes of performing Sellers’ obligations under Section 2.06 with

respect to such abandoned assets, as determined by Buyer, and in the event Buyer exercises such power of attorney, the Trustee will not commit any act or take any action that is inconsistent with such exercise by Buyer, except as requested in writing by Buyer.

Section 13.15. Seller Representative.

(a) Southcross GP and each Southcross Entity, by executing this Agreement, irrevocably constitutes and appoints Southcross and its successors, acting as hereinafter provided, as such appointing Person's attorney-in-fact to act on behalf of such Person in connection with the authority granted to Southcross pursuant to this Section 13.15, and acknowledges that such appointment is coupled with an interest.

(b) Southcross GP and each Southcross Entity, by the appointment described in Section 13.15(a), (i) authorizes Southcross subsequent to the date hereof (A) to give and receive written consents, reports, notices and communications to or from Buyer relating to this Agreement, the Transactions and the other Transaction Documents, (B) to act on such appointing Person's behalf with respect to any and all matters affecting such appointing Person in this Agreement, including giving and receiving all notices and communications to be given or received with respect to any such matters, and (C) to negotiate, compromise and resolve any dispute that may arise under this Agreement and (ii) agrees to be bound by all agreements and determinations made by and documents executed and delivered by Southcross pursuant to the authority granted to Southcross hereunder.

(c) Southcross GP and each Southcross Entity, by the execution of this Agreement, expressly acknowledges and agrees that (i) Southcross is authorized to act on its behalf with respect to this Agreement, notwithstanding any dispute or disagreement between such appointing Person and Southcross, and (ii) Buyer will be entitled to solely interact with, and rely on any and all actions taken by, Southcross under this Agreement without any Liability to, or obligation to inquire of, such appointing Person. Any notice or communication given or received by, and any decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, Southcross that is within the scope of Southcross's authority under this Section 13.15 will constitute a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of Sellers and will be final, binding and conclusive upon such appointing Person. Buyer will be entitled to rely upon any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction as being a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or interaction of, such appointing Person and Sellers.

Section 13.16. Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in Articles 9, 10 or 11, as the case may be, if such failure was caused by such Party's material failure to comply with any provision of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the day and year first above written.

SELLERS

Southcross Energy Partners, L.P.

By: Southcross Energy Partners GP, LLC,
its general partner

By: _____
Name: _____
Title: _____

Southcross Energy Partners GP, LLC

By: _____
Name: _____
Title: _____

[•]

[]

By: _____
Name: _____
Title: _____

BUYER

Magnolia Infrastructure Holdings, LLC

By: _____
Name: _____
Title: _____

Summary report:	
Litera® Change-Pro for Word 10.7.0.7 Document comparison done on 9/12/2019 3:17:05 PM	
Style name: Color Legislative Moves+Images	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/AmericasActive/92287968/13	
Modified DMS: iw://DMS/AmericasActive/92287968/24	
Changes:	
Add	407
Delete	406
Move From	28
Move To	28
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	870