

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

	)	Chapter 11
In re:)	
	)	Case No. 19-10702 (MFW)
SOUTHCROSS ENERGY PARTNERS, L.P.,)	
<i>et al.</i>,	)	(Jointly Administered)
)	
Debtors. ¹	)	Hearing Date: Oct. 22, 2019 at 10:30 a.m. (ET)
	)	Objection Deadline: Oct. 21, 2019 at 12:00 p.m. (ET)

NOTICE REGARDING AUCTIONS

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(s) (the “**Sale Transaction(s)**”) of all or substantially all of the Debtors’ assets, subject to an auction process (the “**Auction**”) that contemplated the possible 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(s), and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction(s) (the “**Assumption and Assignment Procedures**”).

PLEASE TAKE FURTHER NOTICE that, on June 13, 2019, the Court entered an order [D.I. 324] (the “**Bidding Procedures Order**”)² approving, among other things, the

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.



Bidding Procedures, which established key dates and times related to the Sale Transaction(s) and the Auction, certain of which were revised pursuant to notices filed with the Court.

PLEASE TAKE FURTHER NOTICE that, on June 13, 2019, in accordance with the Bidding Procedures Order, the Debtors filed a *Notice of Sale, Bidding Procedures, Auction and Sale Hearing* [D.I. 326] (the “**Initial Sale Notice**”), which, among things, set forth dates established by the Bidding Procedures for the Sale Objection Deadline (as defined therein), the Auction, and the Sale Hearing (as defined therein).

PLEASE TAKE FURTHER NOTICE that, on June 13, 2019, in accordance with the Bidding Procedures Order, the Debtors filed and served on each Counterparty the *Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [D.I. 327] (collectively, with the Potential Assumed Contracts Schedule attached thereto as Exhibit A, the “**Potential Assumption and Assignment Notice**”).

PLEASE TAKE FURTHER NOTICE that, on August 15, 2019, the Debtors filed and served on each Counterparty the *Supplemental Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [D.I. 429] (collectively, with the First Supplemental Potential Assumed Contracts Schedule (as defined below) attached thereto as Exhibit A, the “**Supplemental Assumption and Assignment Notice**”), along with an amended, supplemented, and updated schedule identifying the Potential Assumed Contracts (the “**First Supplemental Potential Assumed Contracts Schedule**” and, together with the Potential Assumed Contracts Schedule, the “**Prior Potential Assumed Contracts Schedules**”) reflecting, among other things: (a) the addition by the Debtors of certain contracts and leases not listed on the Potential Assumed Contracts Schedule as Assumed Contracts and Assumed Leases; (b) the removal by the Debtors of certain contracts and leases listed on the Potential Assumed Contracts Schedule as Assumed Contracts and Assumed Leases; and (c) the Debtors update of the Cure Costs with respect to certain Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order and the Initial Sale Notice, the Debtors established September 10, 2019 at 4:00 p.m. (prevailing Eastern Time) as the Sale Objection Deadline. Prior to the expiration of the Sale Objection Deadline, the Debtors agreed to extend the Sale Objection Deadline for certain parties in interest (collectively, the “**Extended Parties**”). All other parties that failed to file an objection by the foregoing Sale Objection Deadline are barred from asserting any objection to the Sale Order(s) or the Sale Transaction(s), including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.

PLEASE TAKE FURTHER NOTICE that, on August 23, 2019, in accordance with the Bidding Procedures Order, the Debtors filed a motion [D.I. 439] (the “**MS/AL Stalking Horse**”

(continued....)

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order. To the extent of any inconsistencies between the Bidding Procedures Order and the summary descriptions of the Bidding Procedures Order in this Notice Regarding Auctions, the terms of the Bidding Procedures Order shall control in all respects.

Motion”) seeking entry of an order, among other things, approving (a) the designation of Magnolia Infrastructure Holdings, LLC (“**Magnolia**”) as the Stalking Horse Bidder with respect to the sale of the MS/AL Assets (as defined therein) and (b) the Expense Reimbursement (as defined therein). On August 30, 2019, the Court entered an order [D.I. 454] approving the MS/AL Stalking Horse Motion. On September 13, 2019, the Debtors filed a *Notice of Revised Asset Purchase Agreement* with respect to the MS/AL Assets [D.I. 470], which attached thereto as Exhibit A the executed asset purchase agreement (including a Proposed Assumed Contracts Schedule) that served as the Stalking Horse Bid for the MS/AL Assets.

PLEASE TAKE FURTHER NOTICE that, on August 24, 2019, in accordance with the Bidding Procedures Order, the Debtors filed a motion [D.I. 440] (the “**CCPN Stalking Horse Motion**”) seeking entry of an order, among other things, approving (a) the designation of Kinder Morgan Tejas Pipeline LLC as the Stalking Horse Bidder with respect to the sale of the CCPN Assets (as defined therein) and (b) the Bid Protections (as defined therein). On August 30, 2019, the Court entered an order [D.I. 455] approving the CCPN Stalking Horse Motion. On September 13, 2019, the Debtors filed a *Notice of Revised Asset Purchase Agreement* with respect to the CCPN Assets [D.I. 471], which attached thereto as Exhibit A the executed asset purchase agreement (including a Proposed Assumed Contracts Schedule) that served as the Stalking Horse Bid for the CCPN Assets.

PLEASE TAKE FURTHER NOTICE that, on September 19, 2019, the Debtors filed the *Notice of Revised Timeline* [D.I. 493] (the “**Revised Sale Notice**”) setting forth, among other things, a revised Auction schedule whereby the Auction was to be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 on (a) Wednesday, October 16, 2019 at 9:00 a.m. (prevailing Eastern Time), with respect to the G&P Assets,³ (b) Thursday, October 17, 2019 at 9:00 a.m. (prevailing Eastern Time), with respect to the MS/AL Assets, and (c) Thursday, October 17, 2019 at 2:00 p.m. (prevailing Eastern Time), with respect to the CCPN Assets (or such later times on such days or such other place as the Debtors were to notify all Participating Parties).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, on September 23, 2019, the Debtors filed the *Second Supplemental Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* [D.I. 496] (together with the Second Supplemental Potential Assumed Contracts Schedule (as defined below), the “**Second Supplemental Notice**”), which attached thereto as Exhibit A a schedule of certain Potential Assumed Contracts (the “**Second Supplemental Potential Assumed Contracts Schedule**” and, together with the Prior Potential Assumed Contracts Schedules, the “**Final Potential Assumed Contracts Schedules**”) reflecting, among other things, the addition of certain contracts and leases not listed on the Prior Potential Assumed Contracts Schedules as Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE that the Debtors did not receive any Qualified Bids for the G&P Assets. As a result, and in accordance with the Bidding Procedures Order, on

³ The “**G&P Assets**” include all of the Debtors’ assets other than the CCPN Assets and the MS/AL Assets.

Tuesday the Debtors cancelled the Auction for the G&P Assets and determined to reorganize the Debtors' businesses around the G&P Assets as contemplated by the Debtors' *Chapter 11 Plan for Southcross Energy Partners, L.P. and its Affiliated Debtors* [D.I. 519] (the "**Plan**") filed on October 4, 2019. In light of the Debtors' reorganization efforts and cancellation of the Auction for the G&P Assets, the Debtors shall submit the form of order attached hereto as Exhibit A (the "**Assumption Order**") seeking approval of the assumption of all (subject to certain exceptions) contracts and leases (the "**Non-Residential Real Property Leases**") listed on the Final Potential Assumed Contracts Schedules that constitute or may be deemed to constitute unexpired leases of non-residential real property.

PLEASE TAKE FURTHER NOTICE that the Debtors did not receive any Qualified Bids for the MS/AL Assets other than the Stalking Horse Bid from Magnolia. As a result, and in accordance with the Bidding Procedures Order, the Debtors cancelled the Auction for the MS/AL Assets and determined that Magnolia is the Successful Bidder for the MS/AL Assets. As required by the Bidding Procedures Order, (a) attached hereto as Exhibit B is the Proposed Assumed Contracts Schedule relating to the MS/AL Assets (as may be amended in accordance with the terms of Magnolia's executed asset purchase agreement) and (b) attached hereto as Exhibit C and Exhibit D, respectively, are clean and redline (marked against the version filed with the Court) copies of the Sale Order relating to the MS/AL Assets. Please be advised that the assumption and assignment of the contracts and leases listed on the Proposed Assumed Contracts Schedule relating to the MS/AL Assets is not guaranteed and is subject to approval by the Court and any rights set forth in Magnolia's executed asset purchase agreement that the Debtors or Magnolia may have to remove contracts and leases from such Proposed Assumed Contracts Schedule.

PLEASE TAKE FURTHER NOTICE that the Debtors have adjourned the Auction relating to the CCPN Assets to a date no later than Monday, October 21, 2019, and will notify all Participating Parties of the rescheduled time and place (if any).

Obtaining Additional Information

Copies of all documents referenced herein and 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 Deadlines⁴

1. **Objection Deadline.** The deadline for (a) the Extended Parties to file an objection with the Court to the Sale Order(s) or the Sale Transaction(s) (collectively, the "**Sale Objections**"), (b) a Counterparty to file an objection with the Court to the assumption

⁴ The following dates and deadlines have been extended by the Debtors, in accordance with the Bidding Procedures and the Bidding Procedures Order, pursuant to the Revised Sale Notice, from the dates and deadlines set forth in the Initial Sale Notice. Such dates and deadlines may be further amended by the Debtors or the Court in accordance with the terms of the Bidding Procedures and the Bidding Procedures Order.

and assignment of the contracts and leases listed on the Proposed Assumed Contracts Schedule (other than for Cure Costs, unless modified in the Proposed Assumed Contracts Schedule from a previously-stated amount) (the “**Assumption and Assignment Objections**”), and (c) a Counterparty to file an objection to entry of the Assumption Order (an “**Assumption Order Objection**” and, together with the Sale Objections and Assumption and Assignment Objections, the “**Objections**”) is **October 21, 2019 at 12:00 p.m. (prevailing Eastern Time)** (the “**Objection Deadline**”).

2. **Sale Hearing.** A hearing (the “**Sale Hearing**”) to consider the proposed Sale Transaction(s) and, if necessary, the Assumption Order will be held before the Court on, **October 22, 2019 at 10:30 a.m. (prevailing Eastern Time)** or such other date and time as determined by the Court, at 824 North Market Street, Wilmington, Delaware 19801.

Filing Objections

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 Objection Deadline, and (e) no later than the 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, and Steven Z. Szanzer 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 Wilmington Trust, N.A., the administrative agent under Southcross’s prepetition secured revolving credit facility, 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; (3) 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; (4) counsel to any official committee appointed in the Chapter 11 Cases; (5) 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 (6) 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 Extended Party who fails to file a Sale Objection on or before the Objection Deadline, in accordance with the Bidding Procedures Order, the Revised Sale Notice, and this Notice Regarding Auctions, shall be forever barred from asserting any objection to the Sale Order(s) or the Sale Transaction(s), including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.

Any Counterparty to an Assumed Contract or Assumed Lease who fails to file an Assumption and Assignment Objection on or before the Objection Deadline, in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, the Revised Sale Notice, the Potential Assumption and Assignment Notice, the Supplemental Assumption and Assignment Notice, the Second Supplemental Notice, and this Notice Regarding Auctions (as applicable), shall be deemed to have consented with respect to the ability of the Successful Bidder(s) to provide adequate assurance of future performance (and the Debtors' proposed Cure Costs, to the extent modified in the Proposed Assumed Contracts Schedule from a previously-stated amount) and shall be forever barred from asserting any objection or claim against the Debtors, the Successful Bidder (i.e., the Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such Assumed Contract or Assumed Lease (including asserting additional Cure Costs with respect to such contract or lease).

Any Counterparty to a Non-Residential Real Property Lease who fails to file an Assumption Order Objection on or before the Objection Deadline, in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, and this Notice Regarding Auctions, shall be deemed to have consented to the Debtors' assumption of the applicable Non-Residential Real Property Lease (and the Debtors' proposed Cure Costs), and shall be forever barred from asserting any objection or claim against the Debtors, or the property of the Debtors, relating to the assumption and assignment of such Non-Residential Real Property Lease (including asserting additional Cure Costs with respect to such Non-Residential Real Property Lease).

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 Sale Transaction(s) 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(s), 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(s). Accordingly, as a result of the Sale Transaction(s), the Successful Bidder(s) (i.e., the Stalking Horse Bidder(s)) 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.

Dated: October 18, 2019
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS, ARSHT & TUNNELL
LLP

/s/ Robert J. Dehney

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

Proposed Assumption Order

**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, 324, 327, 429 & 496

**ORDER AUTHORIZING ASSUMPTION OF UNEXPIRED
LEASES OF NON-RESIDENTIAL REAL PROPERTY**

Upon (i) the motion [D.I. 225] (the “**Bidding Procedures 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, among other things, approving the Assumption and Assignment Procedures for executory contracts and unexpired leases in connection with the Sale Transaction(s) and entry of an order (this “**Order**”) assuming, among other things, certain unexpired leases of non-residential real property under section 365 of the Bankruptcy Code, (ii) the Bidding Procedures Order [D.I. 324], which approved the

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 Motion and the Cure Notices (as defined herein).

Assumption and Assignment Procedures, (iii) the Potential Assumption and Assignment Notice [D.I. 327], (iv) the First Supplemental Potential Assumed Contracts Schedule [D.I. 42], (v) the Second Supplemental Potential Assumed Contracts Schedule [D.I. 496], and (v) the Notice Regarding Auctions [D.I. [●]] (the “**Assumption Notice**” and together with the Potential Assumption and Assignment Notice, the First Supplemental Potential Assumed Contracts Schedule, and the Second Supplemental Potential Assumed Contracts Schedule, collectively the “**Cure Notices**”); and the Court having jurisdiction to consider the matters raised in the Bidding Procedures Motion and the Cure Notices 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 Cure Notices pursuant to 28 U.S.C. § 157 and the Bidding Procedures Order; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Bidding Procedures Motion and the Cure Notices 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 Cure Notices and opportunity for a hearing on the Cure Notices 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 Cure Notices and having entered the Bidding Procedures Order; and the applicable objection deadline under the Bidding Procedures Order and each Cure Notice having run and all objections, if any, to the Cure Notices having been resolved; and the Court having the opportunity to hold a hearing on the Cure Notices, if necessary; 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. Any and all contracts or leases that were included on, and were not subsequently removed from, the Cure Notices that constitute or may be deemed to constitute unexpired leases of non-residential real property for purposes of section 365(d)(4) of the Bankruptcy Code (the “**Real Property Leases**”) are hereby assumed; *provided, however*, that (a) any Real Property Lease for which the counterparty that has consented to extend the Debtors’ deadline to assume or reject its Real Property Lease under section 365(d)(4) of the Bankruptcy Code and (b) any Real Property Lease that is otherwise assumed pursuant to the terms of any other order of this Court, shall not be assumed pursuant to the terms of this Order; and *provided further, however*, that notwithstanding anything else contained in this Order (i) that certain Office Lease Agreement made as of June 6, 2014, between 1717 Tower Owner, LP as landlord, and Southcross Energy Partners, L.P., as tenant, with respect to that office building known as Comerica Bank Tower, having an address of 1717 Main Street, Dallas Texas, and such other property as may be set forth in such Real Property Lease (as amended by that certain First Amendment to Lease entered into as of January 21, 2015, and as otherwise modified or amended from time to time), and (ii) that certain Office Lease dated February 23, 2015, between Town Centre Partners, Ltd., as landlord and Southcross Energy Partners, L.P., as tenant, with respect to the building commonly known as Town Centre One, located at 700 Town and Country Boulevard, Houston, TX 77024, and such other property as may be set forth in such Real Property Lease, (and as may have been modified or amended from time to time), shall not be assumed pursuant to this Order.

2. The Cure Costs relating to each of the Real Property Leases, as set forth on the applicable Cure Notice, shall be binding upon each counterparty to such Real Property Lease and shall be paid by the Debtors on, or as soon as practicable after, the date this Order is entered.

3. Except to the extent that less favorable treatment has been agreed to by a counterparty to a Real Property Lease, any monetary defaults arising under each of the Real Property Leases assumed herein shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure Cost, if any. Assumption of the Real Property Leases identified herein shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under the Real Property Lease at any time before the date of the entry of this Order. The counterparty to the Real Property Leases assumed herein shall be deemed to have consented to the Cure Costs and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their estates.

4. The Debtors have demonstrated adequate assurance of future performance under the Real Property Leases assumed herein and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.

5. Nothing included in or omitted from the Cure Notices or this Order, nor as a result of any payment made pursuant to this Order, shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates, subject to appropriate notice and a hearing and this Court's approval unless otherwise agreed to by the respective counterparty to a Real Property Lease assumed herein, to assign any of the Real Property Leases pursuant to, and in accordance with, the requirements of section 365 of the Bankruptcy Code.

6. Except as specifically set forth herein, nothing included in or omitted from the Cure Notices or this Order, nor as a result of any payment made pursuant to this Order, shall be

deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates, to contest the validity and amount of any payment made pursuant to this Order.

7. The Debtors are authorized to take all actions as are necessary or appropriate to implement the terms of this Order.

8. Proper, timely, adequate, and sufficient notice of each Cure Notice 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 Cure Notices or the entry of this Order shall be required.

9. 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: _____, 2019
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Proposed Assumed Contracts Schedule

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
1	ZW 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	ZW 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(Al 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	Cooperative Energy	Southcross Marketing Company Ltd.	P.O. Box 15849 Hattiesburg, MS 39404	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 01/01/2020
20	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
21	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
22	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
23	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
24	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
25	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
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: 05/15/2008
27	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
28	EP Energy E&P Company, L.P.	Southcross Alabama Pipeline LLC	1001 Louisiana Street Houston, TX 77002	Commercial Gas Agreement	Master buy/sell agreements
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: 05/01/2005
30	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
31	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
32	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
33	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
34	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

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
35	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
36	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
37	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
38	Georgia-Pacific Monticello LLC	Southcross Marketing Company Ltd.	604 Na Sandifer Hwy. Monticello, MS 39654	Commercial Gas Agreement	Master buy/sell agreements
39	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
40	Georgia-Pacific Wood Products LLC	Southcross Mississippi Pipeline, L.P.	133 Peachtree Street, NE Atlanta, GA 30303	Facility/Site Agreement	Facilities & Sites - Taylorsville Facility Smith County, Mississippi - Effective Date: 05/18/2017
41	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
42	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
43	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
44	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
45	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
46	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
47	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
48	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
49	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
50	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
51	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
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: 12/01/2011
53	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
54	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: 11/01/2019
55	Jabsco 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
56	Jabsco 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
57	Jabsco 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
58	Jabsco 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
59	Jabsco 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
60	Jabsco 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
61	Jabsco 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
62	John Trull	Southcross Energy Partners GP, LLC	1717 Main St #5300 Dallas, TX 75201	Retention Agreement	Retention Agreement for John Trull
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: 12/01/2008
64	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
65	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
66	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
67	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

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68	Mississippi Resources, LLC	Southcross Mississippi Pipeline, L.P.	3300 West Esplanade Avenue, Suite 610 Metairie, LA 70002	Facility/Site Agreement	Facilities & Sites - Boones Farm #1 Jefferson Davis County, Mississippi - Effective Date: 09/28/2011
69	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
70	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
71	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
72	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
73	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
74	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
75	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
76	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
77	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
78	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
79	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
80	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
81	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
82	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
83	Northwest Alabama Gas District	Southcross Alabama Pipeline LLC	P O Box 129 Hamilton, AL 35570	Commercial Gas Agreement	Master buy/sell agreements
84	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
85	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
86	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
87	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
88	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
89	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
90	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
91	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
92	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
93	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
94	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
95	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
96	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
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: 08/01/2004
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: 01/01/2005
99	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
100	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
101	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
102	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

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
103	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
104	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
105	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
106	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
107	Range Production Company	Southcross Mississippi Pipeline, L.P.	100 Throckmorton Street, Suite 1200 Fort Worth, TX 76102	Facility/Site Agreement	Facilities & Sites - Weyerhaeuser 24-15 #1 Marion County, Mississippi - Effective Date: 08/19/2008
108	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
109	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
110	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
111	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
112	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
113	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
114	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
115	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
116	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
117	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
118	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
119	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
120	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
121	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
122	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
123	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
124	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
125	Smith Compression & Fabrication, Inc.	Southcross Energy GP LLC	P.O. Box 381704 Birmingham, AL 35238	Compression Services Agreement	Gas Compressor Equipment Master Rental Agreement Signed on May 15, 2016
126	Smith Compression & Fabrication, Inc.	Southcross Energy GP LLC	P.O. Box 381704 Birmingham, AL 35238	Compression Services Agreement	Equipment Quote/Lease Schedule Signed on 07/14/2015
127	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
128	Southcross Alabama Pipeline LLC	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	SCMKTG & SCALAPL - Firm
129	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~
130	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~
131	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
132	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
133	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
134	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
135	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
136	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

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
137	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
138	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
139	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
140	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
141	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
142	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
143	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
144	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
145	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
146	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
147	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
148	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
149	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
150	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
151	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
152	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
153	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
154	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
155	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
156	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
157	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
158	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
159	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: 11/01/2019
160	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
161	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
162	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
163	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
164	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
165	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
166	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
167	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
168	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
169	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
170	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
171	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

#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)
172	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
173	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
174	Tenaska Marketing Ventures	Southcross Alabama Pipeline LLC	14302 Fnb Parkway Omaha, NE 68154	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2019
175	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
176	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
177	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)
178	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)
179	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
180	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
181	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
182	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
183	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
184	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
185	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
186	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
187	The Gas Board of the City of Fayette, Alabama	Southcross Alabama Pipeline LLC	315 Second Avenue Southeast Fayette, AL 35555	Facility/Site Agreement	Facilities & Sites - Alabama's Cedar Hill Sales Point Fayette County, Alabama - Effective Date: 11/21/2014
188	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
189	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
190	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
191	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
192	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
193	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
194	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
195	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
196	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
197	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
198	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
199	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
200	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
201	Cooperative Energy	Southcross Mississippi Pipeline, L.P.	P.O. Box 15849 Hattiesburg, MS 39404	Gas Transportation Agreement	Gas Transportation Agreement - Effective Date: 1/1/2020

EXHIBIT C

Proposed Sale Order

**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 of [●] in support of (I) Sale of Debtors’ Mississippi and Alabama Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (II) Assumption and Assignment of Executory Contracts and Unexpired Leases* (the “[●] **Declaration**” and,

together with the Hannan Declaration, the “**Declarations**”); and the Court having held a hearing to consider the Motion on October 22, 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 any 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 Declarations, 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 Declarations, 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 October 17, 2019, the Auction for the MS/AL Assets was cancelled given that the Debtors did not receive any Qualified Bids for the MS/AL Assets other than the Stalking Horse Bid. As a result, 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.

Sale Hearing

N. The Court conducted the Hearing on October 22, 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.

O. 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

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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

U. 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.

V. 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

W. As evidenced by the affidavits of service and publication previously filed with this Court [D.I. 232, 338, 339, 340, 353, 355, 373, 399, 435, 437, 442, 458, 462, 501, and 506] 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

X. 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.

Y. 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

Z. 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).

AA. 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.

BB. 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).

CC. 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)).

DD. 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.

EE. 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).

FF. 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

GG. 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

HH. 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.

II. 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

JJ. 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 and the Declarations, 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.

KK. 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.

LL. 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.

MM. 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

NN. 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

OO. 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

PP. 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

QQ. 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

RR. 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

SS. 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.

TT. 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.

UU. 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.

VV. 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

WW. 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; *provided, however*, that, for the purposes of section 365(d)(4) of the Bankruptcy Code, any Real Property Interest that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.

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

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.

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 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; *provided, however,* that, for the purposes of section 365(d)(4) of the Bankruptcy Code, any Assigned Contract that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.

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; *provided, however*, that, for the purposes of section 365(d)(4) of the Bankruptcy Code, any Assigned Contract that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.

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

EXHIBIT D

Proposed Sale Order Redline

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~~ [Declaration of \[●\] in support of \(I\) Sale of Debtors’ Mississippi and Alabama Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and \(II\) Assumption and Assignment of Executory Contracts and Unexpired Leases \(the “\[●\]](#)

Declaration” and, together with the Hannan Declaration, the “Declarations”); and the Court having held a hearing to consider the Motion on ~~{●}~~October 22, 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; ~~f~~and the Court having reviewed and considered ~~the~~any objections to the Motion (collectively, the “**Objections**”);~~f~~ 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~~[Declarations](#), 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~~Declarations, 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 On October 17, 2019, the Auction] [was] [were] conducted fairly and in good faith, without collusion, and in accordance with the Bidding Procedures Order. The Debtors~~ for the MS/AL Assets was cancelled given that the Debtors did not receive any Qualified Bids for the MS/AL Assets other than the Stalking Horse Bid. As a result, 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.

~~Q. 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

N. ~~P.~~ The Court conducted the Hearing on ~~{●}~~ October 22, 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.

O. ~~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

P. ~~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.

Q. ~~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.

R. ~~F.~~ 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.

S. ~~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.

T. ~~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

U. ~~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.

V. ~~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

W. ~~Y.~~ As evidenced by the affidavits of service and publication previously filed with this Court [D.I. ~~{●}~~, ~~{●}~~, ~~{●}~~], [232, 338, 339, 340, 353, 355, 373, 399, 435, 437, 442, 458, 462, 501, and 506](#)] 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

X ~~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.

Y. ~~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

Z. ~~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).

AA. ~~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

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 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.

BB. ~~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 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

*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**”).*

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).

CC. ~~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)).

DD. ~~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.

| EE. ~~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).

| FF. ~~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

GG. ~~H.~~ 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

HH. ~~II.~~ 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.

II. ~~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

JJ. ~~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~~ Declarations, 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.

KK. ~~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.

LL. ~~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.

MM. ~~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

NN. ~~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

OO. ~~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

PP. ~~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

QQ. ~~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

RR. ~~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

SS. ~~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.

TT. ~~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.

UU. ~~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.

VV. ~~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

WW. ~~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; provided, however, that, for the purposes of section 365(d)(4) of the Bankruptcy Code, any Real Property Interest that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.

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.

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.

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 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; [provided, however, that, for the purposes of section 365\(d\)\(4\) of the Bankruptcy Code, any Assigned Contract that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.](#)

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; provided, however, that, for the purposes of section 365(d)(4) of the Bankruptcy Code, any Assigned Contract that constitutes, or may be deemed to constitute, an unexpired lease of non-residential real property shall be deemed assumed by the Debtors as of the date hereof and assigned to the Buyer on the Assumption and Assignment Effective Date.

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