

**Fill in this information to identify the case:**

Debtor Southcross Energy Partners, L.P.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 19-10702

**Official Form 410  
Proof of Claim**

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>1717 Tower Owner, LLC</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>1717 Tower Owner, LLC</u> <u>Melissa Graham</u> <u>M-M Properties</u> <u>1717 Main Street, Suite 3300</u> <u>Dallas, Texas 75201, United States</u></p> <p>Contact phone <u>214-658-1604</u></p> <p>Contact email <u>mgraham@mmprop.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>		
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 1,736,303.87. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Lease rejection stipulation/damages

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/18/2020  
MM / DD / YYYY

/s/Melissa Graham  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Melissa Graham  
First name Middle name Last name

Title Senior Property Manager

Company M-M Properties  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0671 | International (310) 751-2671

<b>Debtor:</b> 19-10702 - Southcross Energy Partners, L.P.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> 1717 Tower Owner, LLC Melissa Graham M-M Properties 1717 Main Street, Suite 3300  Dallas, Texas, 75201 United States <b>Phone:</b> 214-658-1604 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> mgraham@mmprop.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
		<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>
		<b>Filing Party:</b> Authorized agent
<b>Disbursement/Notice Parties:</b> Michael S. Held  Jackson Walker LLP 2323 Ross Ave., Suite 600  Dallas, Texas, 75201 United States <b>Phone:</b> 214-953-5859 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> mhheld@jw.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease rejection stipulation/damages	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,736,303.87	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Melissa Graham on 18-Feb-2020 4:11:41 p.m. Eastern Time <b>Title:</b> Senior Property Manager <b>Company:</b> M-M Properties		

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

In re:  SOUTHCROSS ENERGY PARTNERS, L.P., <i>et</i> <i>al.</i> ,  Debtors. <sup>1</sup>	) ) ) ) ) ) ) ) ) ) )	Chapter 11  Case No. 19-10702 (MFW)  Jointly Administered  <b>Re: D.I. 787</b>
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**ORDER AUTHORIZING THE DEBTORS TO (I) REJECT THE  
DALLAS LEASE AS OF THE EFFECTIVE DATE AND (II) ENTER  
INTO THE LICENSE AGREEMENT WITH 1717 TOWER OWNER, LP,  
WITH RESPECT TO THE DALLAS PREMISES**

Upon the motion (the “**Motion**”)<sup>2</sup> of Southcross Energy Partners, L.P. (“**Southcross**”), Southcross Energy Partners GP, LLC, and Southcross’s wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession in the Chapter 11 Cases (collectively, the “**Debtors**”), for entry of an order, pursuant to sections 363, 365, and 105 of title 11 of the Bankruptcy Code and Rule 6006 of the Bankruptcy Rules, seeking entry of an order, (this “**Order**”) authorizing the Debtors to (i) reject the Dallas Lease as of the Effective Date and (ii) enter into the License Agreement, as more fully described in the Motion; and the Court

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having the opportunity to hold a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion and at the hearing (if any) establish just cause for the relief granted herein; 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 upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Dallas Lease is hereby rejected effective as of the date this Order becomes a final, non-appealable order not subject to appeal (the “**Effective Date**”).
3. The Debtors are authorized to abandon any personal property, including, but not limited to, furniture, fixtures, and equipment located at the Dallas Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties. To the extent that the Debtors

vacate the Dallas Premises and abandon De Minimis Property they shall do so only in accordance with the License Agreement. Lessor is authorized to dispose of the remaining property located at or within the Dallas Premises without further notice and without any liability to any individual or entity that may claim an interest in such property, and such abandonment shall be without prejudice to Lessor's right to assert any claim based on such abandonment, and without prejudice to the Debtors' and to any other party in interest's right to object thereto. The automatic stay is modified to the extent necessary to allow such dispositions.

4. The Debtors are authorized to enter into and perform under the License Agreement, a copy of which is attached hereto as Exhibit 1.

5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry notwithstanding any Bankruptcy Rule to the contrary.

6. The Motion and the rejection of the Dallas Lease comply with the requirements of Bankruptcy Rule 6006(f).

7. The Debtors and Lessor are authorized and empowered to take such actions as are necessary and appropriate to implement the terms of this Order.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated: January 3rd, 2020  
Wilmington, Delaware

3

  
MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

License Agreement



EXECUTION VERSION

**TEMPORARY LICENSE AGREEMENT**

THIS TEMPORARY LICENSE AGREEMENT (this "*Agreement*") is entered into as of December 31, 2019 (the "*Effective Date*"), by and between 1717 TOWER OWNER, LLC ("*Licensor*"), and SOUTHCROSS ENERGY PARTNERS, L.P., a Delaware limited partnership ("*Licensee*").

RECITALS:

A. Licensor is the owner of that certain office building located at 1717 Main Street, Dallas, Dallas County, Texas, commonly known as Comerica Bank Tower (the "*Building*").

B. Licensor and Licensee are parties to that certain Office Lease Agreement dated as of June 6, 2014 (as amended, the "*Lease*"). Pursuant to the Lease, Licensee leased from Licensor space in the Building as therein described (the "*Premises*").

C. On or about April 1, 2019, Licensee, Southcross Energy Partners GP, LLC, and certain of Licensee's wholly-owned direct and indirect subsidiaries filed voluntary petitions 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 "*Bankruptcy Court*"), such cases being jointly administered under the caption *In re Southcross Energy Partners, L.P., et al.*, Case No. 19-10702 (MFW) (Jointly Administered) (the "*Bankruptcy Cases*").

D. On July 15, 2019, the Bankruptcy Court entered the *Order Extending the Deadline to Assume or Reject Unexpired Leases of Nonresidential Real Property* [D.I. 376], thereby extending the Debtors' period in which to assume or reject unexpired leases of nonresidential real property through and including October 28, 2019.

E. On October 23, 2019, the Bankruptcy Court entered the *Order Approving Stipulation Extending Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code* [Docket No. 605], thereby extending the Debtors' period in which to assume or reject the Lease from October 28, 2019, through and including December 15, 2019.

F. On December 12, 2019, the Bankruptcy Court entered the *Order Approving Stipulation Further Extending Deadline to Assume or Reject a Certain Nonresidential Real Property Lease Under Section 365(d)(4) of the Bankruptcy Code* [Docket No. 753], thereby extending the Debtors' period in which to assume or reject the Lease from December 15, 2019, through and including January 31, 2020.

G. Licensee intends to reject the Lease pursuant to an order on the Rejection Motion referenced in Section 1 herein;

H. Notwithstanding Licensee's rejection of the Lease, Licensee desires to license from Licensor certain space in the Building on a temporary basis, and Licensor is willing to license such space to Licensee upon the following terms and conditions.

AGREEMENT:

For and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Rejection Motion. As soon as reasonably practicable after the execution of this Agreement by the parties hereto, Licensee shall file a motion seeking entry of an order authorizing the Debtors (i) to reject the Lease under section 365 of the Bankruptcy Code, with such rejection effective on

the Commencement Date (as defined below), and (ii) to enter into this Agreement (the "**Rejection Motion**").

2. **Temporary Space.** Subject to the terms and provisions of this Agreement, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, that certain area (the "**Temporary Space**") consisting of the following space, as same is depicted on Exhibit A attached hereto and made a part hereof: approximately 13,886 rentable square feet of space on the 53<sup>rd</sup> floor of the Building designated as Suite 5300. Licensee hereby accepts the Temporary Space in its "as-is" condition for all purposes (including the suitability of the Temporary Space for its permitted use). The parties further acknowledge that the Temporary Space consists of a portion of the Premises under the Lease.

3. **Term.** The term of this Agreement (the "**Term**") shall commence on the Commencement Date (as defined below), and end on March 31, 2020 (the "**Initial Term End Date**"). The term "**Commencement Date**" as used herein shall mean the first calendar day upon which both of the following have occurred: (a) an order approving the Rejection Motion (which expressly authorizes the Licensee to enter into this Agreement and approves the rejection of the Lease) is entered by the Bankruptcy Court and becomes final and non-appealable in the Bankruptcy Cases; and (b) Licensee has vacated the portion of the Premises exclusive of the Temporary Space in accordance with the terms of the Lease. Licensee shall continue to pay all amounts due and owing under the Lease to Licensor unless and until the Commencement Date. Upon the occurrence of the Commencement Date, to the extent applicable, Licensee shall receive a refund reflecting any days during the Term for which Licensee has paid rent at the rate set forth in the Lease, rather than at the rate set forth in Section 4 of this Agreement (in each case as reduced to a per diem amount); *provided that*, as applicable, Licensor may credit Licensee's account such amount (thereby reducing future payments due under this Agreement) in lieu of providing Licensee a cash refund, unless and until there are to be no further amounts due under this Agreement sufficient for the application of such credit. Upon 30 days' written notice (the "**Extension Notice**"), Licensee may extend the Term past the Initial Term End Date, for one additional month, in order to occupy and use the Temporary Space upon the same terms and conditions as prior to the Initial Term End Date, including, without limitation, the payment of the license fees set forth in this Agreement; *provided that* Licensor shall have ten days following the delivery of such notice to refuse such extension. If Licensor does not respond to the Extension Notice within such ten day period, the Term of this Agreement shall be extended one month past the Initial Term End Date; however, if Licensor timely refuses such extension, Licensee shall not challenge such refusal and shall vacate the Temporary Space in accordance with Section 15 herein.

4. **License Fees.** Licensee shall pay to Licensor license fees for the Temporary Space on a monthly basis as follows: (a) base license fees in the amount of \$34,715 per month, and (b) operating expenses (which is inclusive of all standard utilities, but excluding any above standard services) in the amount of \$11,455.95 per month. Such license fees shall be payable in advance, without deduction or setoff (other than as expressly set forth herein), on or before the first day of each month during the Term, at Box 936072, Atlanta, GA 31193-6072, or such other address as may be specified by Licensor from time to time. Fees for any partial month shall be prorated accordingly. All payments for any additional charges payable pursuant to this Agreement shall be paid at the same address within ten (10) days after Licensee's receipt of an invoice for same. Licensee's obligation to pay for any such additional charges accruing during the Term shall survive the expiration or termination of this Agreement.

5. **Utilities and HVAC Services.** During the Term, Licensee shall not be assessed a separate charge for Building operating costs for use of standard Building services during standard Building hours, other than for the operating expenses as set forth in Section 4 above; provided, however,

that Licensee shall pay Licensor's standard charges for any above standard services utilized by Licensee (including without limitation after-hours HVAC). All charges for above standard services to Licensor shall be due within thirty (30) days after Licensee's receipt of an invoice for same. Licensee's obligation to pay for any above standard services utilized by Licensor during the Term shall survive the expiration or termination of this Agreement.

6. Permitted Use. The Temporary Space shall be used solely for the Permitted Use, as such term is defined in the Lease. Licensee shall keep the Temporary Space neat and orderly at all times and comply with all laws and all Building rules promulgated from time to time by Licensor with respect to the occupancy or use thereof. All covenants and conditions pertaining to the use and occupancy of the Premises under the Lease shall be applicable to Licensee's use and occupancy of the Temporary Space under this Agreement, and such covenants and conditions are hereby incorporated by reference and made applicable to this Agreement and the Temporary Space.

7. Assignment. Licensee shall not assign this Agreement nor sublet all or any portion of the Temporary Space without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion.

8. Successors and Assigns. Subject to the provisions of Section 7 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns.

9. Indemnification and Insurance. Sections 7.2, 7.4 and 7.5 of the Lease shall apply to this Agreement and Licensee's use and occupancy of the Temporary Space, and such terms are hereby incorporated by reference and made applicable to this Agreement and the Temporary Space.

10. Events of Default. Any one or more of the following occurrences or acts shall constitute an event of default under this Agreement: (i) Licensee's failure to make any payment of fees or other sums herein required to be paid by Licensee when due, or (ii) Licensee's failure to cure, immediately after notice from Licensor, any hazardous condition which Licensee has created or suffered in violation of law or this Agreement, or (iii) Licensee's failure to observe or perform any provision (other than the payment of fees or other monetary amounts) of this Agreement for twenty (20) days after Licensor shall have delivered to Licensee written notice of such failure. Upon the occurrence of an event of default hereunder, Licensor shall have the right to immediately terminate this Agreement, and without giving any notice, repossess the Temporary Space and recover all losses and damages Licensor may suffer as a result of such event of default, in addition to all remedies and rights it has at law or in equity.

11. No Tenancy Relationship. Notwithstanding anything to the contrary contained herein, no tenancy relationship between Licensor and Licensee is created hereby.

12. No Reliance on Representations. Licensee has not relied on any warranties, representations or promises made by Licensor or Licensor's agents (express or implied) with respect to the Temporary Space or the Building.

13. Attorney's Fees. In the event of any legal action or proceeding brought by Licensor against Licensee arising out of this Agreement, Licensor shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (provided Licensor prevails in such action) and such amount shall be included in any judgment rendered in such proceeding.

14. Entire Agreement. This Agreement contains all of the agreements of the parties hereto with respect to the Temporary Space and any matter covered or mentioned in this Agreement, and no prior or other agreement, understanding, or representation pertaining to such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement signed by the parties hereto or their respective successors in interest.

15. Surrender of Temporary Space. Upon the expiration or earlier termination of the Term, Licensee shall peaceably surrender to Licensor the Temporary Space broom-clean and with all personal property removed, and otherwise in the condition the same was in on the Effective Date, subject only to ordinary wear and tear. Licensee shall, at its expense, promptly repair any damage caused by any such surrender, and if Licensee fails to deliver the Temporary Space in the condition aforesaid, then Licensor may restore the Temporary Space to such a condition at Licensee's expense. In the event that Licensee fails to timely vacate the Temporary Space, then Licensor may, without judicial process and without notice of any kind, immediately enter upon and take absolute possession of the Temporary Space, expel or remove Licensee and any other person or entity who may be occupying the Temporary Space, change the locks to the Temporary Space or applicable portion thereof (in which event, Licensee shall have no right to any key for the new locks), limit elevator access to the Temporary Space, and take any other actions as are necessary for Licensor to take absolute possession of the Temporary Space. In addition, Licensor shall have all rights and remedies existing at law or in equity to recover possession of the Temporary Space and to recover damages incurred by Licensor as a result of such holding over by Licensee. Furthermore, at any time Licensee occupies the Temporary Space following the expiration or earlier termination of the Term, Licensee shall remain subject to all of the provisions of this Agreement, except that (for the avoidance of doubt, other than in the case of an extension pursuant to the Extension Notice as set forth herein) the license fees shall be calculated on a daily basis at 200% of the daily amount payable during the Term.

16. Services to the Temporary Space. Licensor agrees, during the Term, to furnish and provide to the Temporary Space: (a) water to any existing points of supply within the Temporary Space; (b) Building standard heat and air conditioning in season, as determined by Licensor, during standard Building hours, at such temperatures and in such amounts as are reasonably considered by Licensor to be standard; (c) passenger elevators for ingress and egress to the floor on which the Temporary Space is located; (d) Building standard janitorial service on weekdays other than Building holidays; and (e) electrical service for normal office usage. Notwithstanding the foregoing, in no event shall Licensor be liable to Licensee for any damages for any failure to provide any of the foregoing services during the Term.

17. Condition of Temporary Space. Licensor and Licensee hereby agree that the Temporary Space will be delivered to Licensee in its "as-is" condition. Licensee hereby agrees that its taking possession of the Temporary Space shall be conclusive evidence as against Licensee that the Temporary Space was in the condition agreed upon between Licensor and Licensee, and shall be an acknowledgment by Licensee that it accepts the Temporary Space in its then "as-is" condition, without any further improvement thereof required by Licensor. No alterations or improvements to the Temporary Space shall be made without Licensor's prior written consent.

18. Hazardous Materials. Licensee shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) in the Temporary Space without the prior written consent of Licensor. Notwithstanding the foregoing, Licensee may, without Licensor's prior consent, but in compliance with all Applicable Laws (as hereinafter defined), use any ordinary and customary Hazardous Materials reasonably required to be used by Licensee in the normal

course of Licensee's business permitted in the Temporary Space, so long as such Hazardous Materials are used, kept and stored in a manner that complies with all laws regulating any such Hazardous Materials. Licensee hereby agrees to indemnify, defend and hold harmless Licensor and its members, partners, officers, directors, employees and agents from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Materials that occurs during the Term at or from the Temporary Space, or which arises at any time from Licensee's use or occupancy of the Temporary Space. Licensee's obligations and liabilities under this paragraph shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term "**Hazardous Materials**" means any explosives, radioactive materials or other hazardous substances which are governed by any federal, state or local statute, law, ordinance, code, rule, regulation or decree applicable to the Building (the "**Applicable Laws**").

19. Entry by Licensor. Licensor, Licensor's managing agent and their respective employees or agents shall have the right to enter the Temporary Space at any time in order to inspect, repair and maintain such space. Licensor, Licensor's managing agent and their respective employees or agents shall also have the right to show the Temporary Space to prospective lenders, purchasers or tenants with prior written notice to Licensee.

20. Right to Relocate. Intentionally omitted.

21. Past Due Amounts. All past due installments of fees or other monetary amounts due hereunder shall bear interest until paid at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest rate from time to time allowed by applicable law.

22. Notices. Any notice or communication required or permitted in this Agreement shall be given in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, certified mail, return receipt requested, addressed to the intended recipient as follows: (i) if to Licensor, at the same notice address(es) as applicable for notices to "Landlord" under the Lease; and (ii) if to Licensee, at the same notice address(es) as applicable for notices to "Tenant" under the Lease. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or certified mail, as of the date of first attempted delivery at the address and in the manner provided herein. Either party may change its address for notices by providing at least five (5) days prior written notice of such change to the other party hereto in the manner prescribed above.

23. Parking. During the Term, Licensee shall rent 47 parking spaces in the Parking Garages, 27 of which spaces shall be in the On-Site Parking Garage, with the remainder of such spaces being in the Off-Site Parking Garage (as such terms are defined in the Lease). Licensee's use of such parking spaces shall be subject to the terms set forth in Exhibit E to the Lease, including payment of then-current charges for the use thereof (prorated for any partial months), and such terms are hereby incorporated by reference and made applicable to this Agreement.

24. Existing FF&E. Notwithstanding any other provision in this Agreement or the Lease to the contrary:

(a) Licensee shall surrender to Licensor the 52<sup>nd</sup> Floor FF&E upon Licensee's vacation of the 52<sup>nd</sup> floor following its rejection of the Lease. All 52<sup>nd</sup> Floor FF&E shall be deemed to have been abandoned by Licensee and be deemed to be the property of Licensor for all purposes upon such surrender. The term

“**52<sup>nd</sup> Floor FF&E**” means all furniture located on the 52<sup>nd</sup> floor of the Premises as of the date of Licensor’s most recent inspection of the Premises prior to its execution hereof (“**Licensor’s Inspection**”), together with the existing refrigerator and microwave located on such floor as of such date. All 52<sup>nd</sup> Floor FF&E shall be surrendered to Licensor in the condition the same was in on the date of Licensor’s Inspection, with all components thereof in place (e.g., desktops, transaction tops, etc.), subject only to ordinary wear and tear, and provided that all appliances shall be surrendered in clean condition.

(b) Licensee shall be entitled, at its option, to surrender the Temporary Space located on the 53<sup>rd</sup> floor with the existing furniture located therein in place, upon Licensee’s vacation of such space at the end of the Term. Licensee shall have ten (10) days after the end of the Term in which to remove any such furniture. Any such furniture that Licensee fails to remove during such ten day period shall be deemed to have been abandoned by Licensee and shall be deemed to be the property of Licensor for all purposes. All furniture surrendered to Licensor pursuant to this paragraph shall be in the condition the same was in on the date of Licensor’s Inspection, subject only to ordinary wear and tear.

25. Unsecured Creditor’s Claim. Licensee hereby recognizes and agrees that Licensor has an unsecured claim of \$1,736,303.87, which is allowed for all purposes in the Bankruptcy Cases, and such unsecured claim shall not be subject to objection by Licensee or its affiliated or subsidiary Chapter 11 debtors, nor their successors or assigns, including any duly-appointed Chapter 7 trustee.

26. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

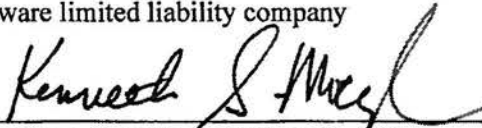
27. OFAC List Representation. Licensee hereby represents and warrants to Licensor that neither Licensee nor any of its respective officers, directors, shareholders, partners, members or affiliates is or will be an entity or person: (i) that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 (“**EO 13224**”); (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (the “**OFAC List**”); (iii) who commits, threatens to commit or supports “terrorism,” as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

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IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be duly executed as of the date first set forth above.

**LICENSOR:**

**1717 TOWER OWNER, LLC,**  
a Delaware limited liability company

By:   
Kenneth S. Moczulski, its President

**LICENSEE:**

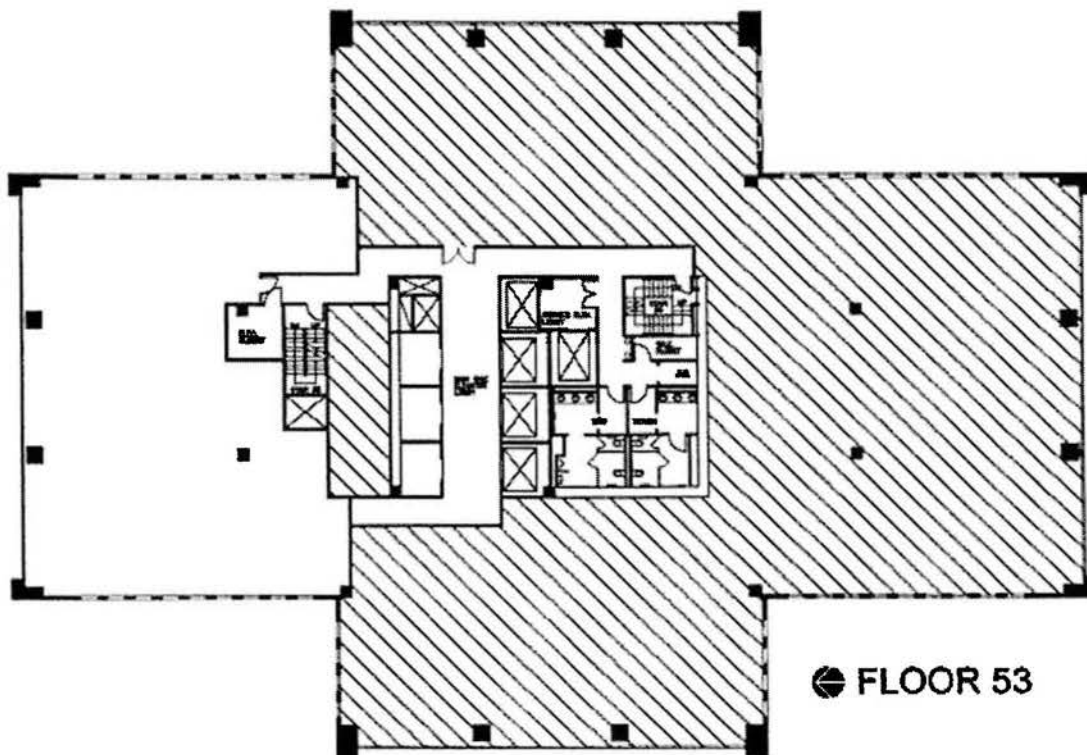
**SOUTHCROSS ENERGY PARTNERS, L.P.,**  
a Delaware limited partnership

By: SOUTHCROSS ENERGY PARTNERS, GP, LLC,  
Its general partner

By:   
Kelly Jameson, authorized signatory

**EXHIBIT A**

**TEMPORARY SPACE  
[cross-hatched]**



A-1