

United States Bankruptcy Court for the: District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- | | |
|--|---|
| <input type="checkbox"/> Southcross Energy Partners, L.P. (Case No. 19-10702) | <input type="checkbox"/> Southcross Gulf Coast Transmission Ltd. (Case No. 19-10716) |
| <input type="checkbox"/> Southcross Energy Partners GP, LLC (Case No. 19-10703) | <input type="checkbox"/> Southcross Mississippi Gathering, L.P. (Case No. 19-10717) |
| <input type="checkbox"/> Southcross Energy Finance Corp. (Case No. 19-10704) | <input type="checkbox"/> Southcross Delta Pipeline LLC (Case No. 19-10718) |
| <input type="checkbox"/> Southcross Energy Operating, LLC (Case No. 19-10705) | <input type="checkbox"/> Southcross Alabama Pipeline LLC (Case No. 19-10719) |
| <input type="checkbox"/> Southcross Energy GP LLC (Case No. 19-10706) | <input type="checkbox"/> Southcross Nueces Pipelines LLC (Case No. 19-10720) |
| <input type="checkbox"/> Southcross Energy LP LLC (Case No. 19-10707) | <input type="checkbox"/> Southcross Processing LLC (Case No. 19-10721) |
| <input type="checkbox"/> Southcross Gathering Ltd. (Case No. 19-10708) | <input type="checkbox"/> FL Rich Gas Services GP, LLC (Case No. 19-10722) |
| <input type="checkbox"/> Southcross CCNG Gathering Ltd. (Case No. 19-10709) | <input type="checkbox"/> FL Rich Gas Services, LP (Case No. 19-10723) |
| <input type="checkbox"/> Southcross CCNG Transmission Ltd. (Case No. 19-10710) | <input type="checkbox"/> FL Rich Gas Utility GP, LLC (Case No. 19-10724) |
| <input type="checkbox"/> Southcross Marketing Company Ltd. (Case No. 19-10711) | <input type="checkbox"/> FL Rich Gas Utility, LP (Case No. 19-10725) |
| <input type="checkbox"/> Southcross NGL Pipeline Ltd. (Case No. 19-10712) | <input type="checkbox"/> Southcross Transmission, LP (Case No. 19-10726) |
| <input type="checkbox"/> Southcross Midstream Services, L.P. (Case No. 19-10713) | <input checked="" type="checkbox"/> T2 EF Cogeneration Holdings LLC (Case No. 19-10727) |
| <input type="checkbox"/> Southcross Mississippi Industrial Gas Sales, L.P. (Case No. 19-10714) | <input type="checkbox"/> T2 EF Cogeneration LLC (Case No. 19-10728) |
| <input type="checkbox"/> Southcross Mississippi Pipeline, L.P. (Case No. 19-10715) | |

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1 Identify the Claim

1. Who is the current creditor? Frio LaSalle GP, LLC
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Debevoise & Plimpton LLP, Attn: Dan Pyon</u> Name <u>919 Third Avenue</u> Number Street <u>New York NY 10022</u> City State ZIP Code <u>U.S.</u> Country Contact phone <u>(212) 909-6000</u> Contact email <u>dpyon@debevoise.com</u>	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Country Contact phone Contact email

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Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____
 Date Stamped Copy Returned
 No self addressed stamped envelope
 No copy to return



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? \$ See attached annex. 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.
See attached annex.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: To the extent of setoff rights held by claimant.
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.)

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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: To the extent of setoff rights held by claimant.

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

No

Yes. Check all that apply:

Amount entitled to priority

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

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

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). \$ _____

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). \$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

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.

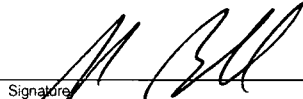
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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

07/17/2019
MM / DD / YYYY

Signature 

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

Name Alan Boswell
First name Middle name Last name

Title President and Chief Executive Officer

Company Southcross Holdings GP, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1717 Main Street, Suite 5300
Number Street

Dallas Texas 75201 United States
City State ZIP Code Country

Contact phone 212-909-6449 Email dpyon@debevoise.com

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July 17, 2019

BY FEDEX 7885 1811 3727

Southcross Claims Processing Center
c/o KCC
222 N. Pacific Coast Highway, Ste. 300
El Segundo, CA 90245

Southcross Energy Partners, L.P. (No. 19-10702)

Please find enclosed original proofs of claim to be filed in the Southcross Energy Partners, L.P. chapter 11 cases. Attached to each original proof of claim is a copy to be receipt-stamped and returned to our office. Also enclosed is a paid and self-addressed Federal Express label.

Feel free to contact us with any questions.

Best regards,



Anna McDermott

Enclosures

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

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

ANNEX TO PROOF OF CLAIM

Basis for Claim

1. The creditor identified on this proof of claim (the "Claimant") hereby files the accompanying proof of claim (the "Proof of Claim") against the debtor identified therein (the "Obligor").
2. Southcross Holdings LP ("Holdings") owns 100% of the equity interests in Southcross Energy Partners GP, LLC ("MLP GP"), the general partner of Southcross Energy Partners, L.P. ("MLP"), and is the indirect majority equity owner of MLP and its other affiliated debtors in the above captioned bankruptcy cases (MLP, MLP GP, and such debtors the "Debtors").
3. Prior to the filing of the Debtors' bankruptcy cases, MLP GP and MLP, and the other Debtors at the direction of MLP GP and MLP, provided significant operational support to

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); Southeross Energy Partners GP, LLC (5141); Southeross Energy Finance Corp. (2225); Southeross Energy Operating, LLC (9605); Southeross Energy GP LLC (4246); Southeross Energy LP LLC (4304); Southeross Gathering Ltd. (7233); Southeross CCNG Gathering Ltd. (9553); Southeross CCNG Transmission Ltd. (4531); Southeross Marketing Company Ltd. (3313); Southeross NGL Pipeline Ltd. (3214); Southeross Midstream Services, L.P. (5932); Southeross Mississippi Industrial Gas Sales, L.P. (7519); Southeross Mississippi Pipeline, L.P. (7499); Southeross Gulf Coast Transmission Ltd. (0546); Southeross Mississippi Gathering, L.P. (2994); Southeross Delta Pipeline LLC (6804); Southeross Alabama Pipeline LLC (7180); Southeross Nueces Pipelines LLC (7034); Southeross 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); Southeross 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.

Holdings, Southcross Holdings GP LLC ("Holdings GP") and their non-debtor subsidiaries (together with the Claimant, Holdings and Holdings GP, the "Holdings Group"), including, but not limited to, legal, tax, accounting, commercial contracting, and payment services (the "Services"). In addition, several current and former officers of the Debtors are current and former officers of members of the Holdings Group who performed overlapping services for both sets of companies. Moreover, the Debtors still provide a portion of the Services in exchange for financial support, pursuant to a Shared Services Agreement, dated as of March 31, 2019 (as amended, supplemented or otherwise modified, the "Shared Services Agreement"). In its performance of the Services, MLP and MLP GP had, and continue to have, access to bank accounts, equipment, information, and other property of the Holdings Group ("Holdings Group Property").

4. In addition, the members of the Holdings Group are party to contracts with certain of the Debtors, including but not limited to:

- the Gas Gathering and Processing Agreement, dated as of August 1, 2014 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "Gas Processing Agreement"), between Frio LaSalle Pipeline, LP ("Frio") and FL Rich Gas Services, LP ("FL Rich"), pursuant to which FL Rich agreed, among other things, to provide certain gas gathering and processing services to Frio;
- the Master Compression Services Agreement, dated as of May 1, 2015 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "Master Compression Services");

Agreement”), between Frio and FL Rich, pursuant to which FL Rich agreed, among other things, to provide certain gas compression services to Frio;

- the Gas Gathering and Treating Agreement, dated as of May 1, 2015 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the “FL Rich Gas Treating Agreement”), between Frio and FL Rich, pursuant to which FL Rich agreed, among other things, to provide to Frio certain gas gathering, treating and compression services;
- the Agreement Regarding Right of First Refusal for Compression Services, dated as of May 7, 2015 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the “ROFR Agreement”), between MLP, Southcross CCNG Gathering Ltd. (“CCNG”), Southcross NGL Pipeline Ltd. (“NGL”), FL Rich, TexStar Midstream Utility, LP (“TexStar Utility”), Frio and Holdings, pursuant to which TexStar Utility, Frio and Holdings agreed to give MLP and its affiliates a right of first refusal for opportunities to provide certain services;
- the Gas Gathering and Treating Agreement, dated as of January 1, 2016 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the “Southcross Marketing Gas Treating Agreement”), between Frio and Southcross Marketing, pursuant to which Southcross Marketing agreed, among other things, to provide to Frio certain gas gathering, treating and compression services;
- the Valley Wells Prepayment Agreement, dated as of February 25, 2019 (including any exhibits, schedules, annexes and attachments thereto, and as

amended, supplemented or otherwise modified, the "Prepayment Agreement"), between Frio and FL Rich, pursuant to which FL Rich agreed, among other things, to settle certain preexisting obligations between Frio and FL Rich in exchange for prepayment by Frio;

- the Contribution Agreement, dated as of June 11, 2014 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "Primary Contribution Agreement"), among BBTS Borrower LP ("BBTS"), Southcross Energy LLC ("SXE") and Holdings, pursuant to which the parties agreed, among other things, to transfer certain interests;
- the Contribution Agreement, dated as of June 11, 2014 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "Drop-Down Contribution Agreement"), between MLP, MLP GP and TexStar Midstream Services, LP ("TexStar Services"); pursuant to which the parties agreed, among other things, to transfer certain interests;
- the Closing Agreement, dated as of August 4, 2014 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "Closing Agreement"), between BBTS Borrower LP, SXE, Holdings, MLP, Southcross Energy GP LLC and TexStar Services, pursuant to which the parties agreed to close the transactions described in the Primary Contribution Agreement and Drop-Down Contribution Agreement;
- the Purchase, Sale and Contribution Agreement, dated as of May 7, 2015 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the "2015 Drop-Down

Agreement”), between MLP, CCNG, NGL, FL Rich, TexStar Utility, Frio and Holdings, pursuant to which Holdings, Frio and TexStar Utility agreed, among other things, to transfer certain interests; and

- the Assignment, Bill of Sale and Conveyance, dated as of May 1, 2015 (including any exhibits, schedules, annexes and attachments thereto, and as amended, supplemented or otherwise modified, the “2015 Assignment, Bill of Sale and Conveyance” and together with the Gas Processing Agreement, the Master Compression Services Agreement, the FL Rich Gas Treating Agreement, the ROFR Agreement, the Southcross Marketing Gas Treating Agreement, the Prepayment Agreement, the Primary Contribution Agreement, the Drop-Down Contribution Agreement, the Closing Agreement and the 2015 Drop-Down Agreement, the “Contracts”), from TexStar Utility and Frio to MLP, CCNG, NGL and FL Rich, pursuant to which Frio and TexStar Utility agreed to, among other things, transfer certain interests.²

5. On behalf of itself and each member of the Holdings Group, Claimant files the Proof of Claim to assert against Obligor and each of the other Debtors any and all claims arising under, in connection with, or related to:

- the Shared Services Agreement, the Contracts and any other contracts, agreements or other relationships between any member of the Holdings Group and any Debtor (and any breach thereunder, whether by rejection or otherwise, including but not limited to the accounting treatment of operating expenses, offsets, intercompany accounts or amounts with respect to the Contracts);

² The Claimant has not attached a copy of the Shared Services Agreement or any of the Contracts for confidentiality reasons and because it believes, upon information and belief, that the Obligor has copies of the Shared Services Agreement and the Contracts, which can be provided to the Obligor upon request.

- the Services;
- any claims relating to the Master Services Agreement, dated as of May 1, 2015, between FL Rich and MLP GP, including any failure by the Debtors party thereto to perform thereunder and any improper accounting treatment of operating expenses, offsets, intercompany accounts or other amounts with respect to services covered thereby;
- any misappropriation, misallocation or misuse of, or any damage to, any Holdings Group Property;
- any breach of applicable fiduciary or other duties, including the duty of care, owed to any member of the Holdings Group;
- any breach of duties of confidentiality owed to any member of the Holdings Group;
- any other liabilities of or damages to any member of the Holdings Group related to actions or omissions of officers, employees or other representatives of the Debtors, whether through negligence, intentional misconduct, or otherwise;
- any and all rights and entitlements that Claimant, or Claimant's officers, directors or employees, have, may have, or will have to indemnification, contribution, reimbursement or other payments related to the foregoing;

6. This Proof of Claim is filed with a full reservation of rights and causes of actions, including the right to amend, update, modify, supplement or otherwise revise this Proof of Claim in any respect at any time (including to add any additional contracts, agreements or other relationships among the Holdings Group and the Debtors). The filing of this Proof of Claim is not and should not be construed to be: (a) a waiver or release of any of the Claimant's rights

against any person, entity or property accruing to it against the Obligor and their respective estates; (b) a consent by the Claimant to the jurisdiction of this Court with respect to the subject matter of any of the claims described herein, or any objection or other proceeding commenced with respect to any of the claims described herein, or any other proceeding commenced in the Debtors' chapter 11 cases against or otherwise involving the Claimant; (c) a waiver or release of any right of the Claimant, or consent by the Claimant, to a trial by jury in this or any other court or proceeding; (d) a waiver or release of, or any limitation on, any right of the Claimant to have orders entered only after de novo review by a United States District Judge; (e) an election of remedies; or (f) a waiver of, or any other limitation on, any right of the Claimant to request withdrawal of the reference with respect to any matter, including, without limitation, any matter relating to this Proof of Claim.

7. Claimant's express reservation of all rights and causes of action, includes, without limitation, contingent or unliquidated rights that it may have against the Obligor. This description and classification of claims by the Claimant is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of the Claimant.

8. This Proof of Claim does not encompass all claims that the Claimant may have that arise after the Petition Date and are entitled to administrative priority, and the Claimant expressly reserves its right to file such claim or any similar claim at the appropriate time.

9. The Proof of Claim is filed without prejudice to the filing by the Claimant, of additional proofs of claim or requests for payment with respect to any other indebtedness, liability or obligation of the Obligor. The Claimant does not, by the Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim.

10. The Claimant reserves the right to withdraw, amend, clarify, modify or supplement the Proof of Claim to assert additional claims or additional grounds for the Proof of Claim, as well as the right to file any separate or additional proofs of claim with respect to the claims set forth herein or otherwise, including for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

11. In executing and filing the Proof of Claim, the Claimant does not submit to the jurisdiction of the Bankruptcy Court for the District of Delaware for any purpose other than with respect to the Proof of Claim against the Obligor, and does not waive or release any rights or remedies against any other person or entity that may be liable for all or part of the Proof of Claim.

12. Payments on account of this Proof of Claim should be sent to the Claimant at the address specified for notices to the Claimant in Part 1.3 of the Proof of Claim.