IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
	)	Jointly Administered
Debtors.[1]	)	
	)	Proposed Hearing Date: October 28, 2019 at 10:30 a.m. (EDT)
	)	Proposed Obj. Deadline: October 21, 2019 at 4:00 p.m. EDT)

MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE DISCLOSURE STATEMENT, (II) ESTABLISHING PROCEDURES FOR THE SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, (III) APPROVING THE FORM OF BALLOT AND SOLICITATION MATERIALS, (IV) ESTABLISHING THE VOTING RECORD DATE, (V) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING AND THE DEADLINE FOR FILING OBJECTIONS THERETO, AND (VI) APPROVING RELATED NOTICE PROCEDURES

Southcross Energy Partners, L.P. ("**Southcross**"), Southcross Energy Partners GP, LLC, (the "**Southcross GP**"), and Southcross's wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession (collectively, the "**Debtors**") in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), hereby file this *Motion of Debtors for Entry of an*

[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.

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Order (I) Approving the Disclosure Statement, (II) Establishing Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Approving the Form of Ballot and Solicitation Materials, (IV) Establishing the Voting Record Date, (V) Fixing the Date, Time, and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (VI) Approving Related Notice Procedures (the "**Motion**"). In support of this Motion, the Debtors respectfully state as follows:

Relief Requested

1. By this Motion, and pursuant to sections 105(a), 1125, 1126, and 1128 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002(b), 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Local Rule 3017-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the Debtors seek entry of an order, substantially in the form attached hereto as Exhibit A (the "**Order**"), (a) approving the *Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors*, which is being filed contemporaneously herewith (as may be amended, modified, and/or supplemented, the "**Disclosure Statement**"),[2] (b) establishing procedures for the solicitation and tabulation of votes to accept or reject the *Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors*, which is being filed contemporaneously herewith (as may be amended, modified, and/or supplemented, the "**Plan**"), (c) approving the form of Ballot (as defined below) and solicitation materials, (d) establishing a voting record date, (e) fixing the date, time, and place for the confirmation hearing (the "**Confirmation Hearing**")

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

and the deadline for filing objections thereto, and (f) approving the related notice provisions. A summary of the key dates that will be established by the Order is as follows:

Milestone	Proposed Date
Completion of Service of Disclosure Statement Hearing Notice	**October 7, 2019**
Deadline To Object to Approval of Disclosure Statement	**October 21, 2019**
Deadline for Replies to Objections to Disclosure Statement	**October 25, 2019**
Disclosure Statement Hearing Date	**October 28, 2019**
Record Date	**October 28, 2019**
Solicitation Deadline	**November 4, 2019**
Deadline To File Rule 3018 Motions	**The fifth day after the later of (i) service of the Confirmation Notice and (ii) service of notice of an objection, if any, to such Claim**
Deadline To File Plan Supplement	**November 18, 2019**
Deadline To Object to Rule 3018 Motions	**November 25, 2019**
Voting Deadline	**November 25, 2019**
Deadline To Object to Plan Confirmation	**November 25, 2019**
Deadline for Replies to Plan Objections	**December 3, 2019**
Confirmation Hearing	**December 5, 2019**

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the "**Court**") has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012.

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2) and, pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On April 1, 2019 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued in possession of their property and have continued to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. No request has been made for the appointment of a trustee or examiner, and no official committee has been appointed in the Chapter 11 Cases.

7. 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.

8. Pursuant to an interim order entered by the Court on April 2, 2019, the Debtors entered into a Senior Secured Superpriority Priming Debtor-In-Possession Credit Agreement (as amended, supplemented, or modified from time to time, the "**DIP Credit Agreement**") governing the terms of the DIP Facilities. On April 3, 2019, the conditions precedent to closing were satisfied and Southcross made an initial aggregate borrowing of $85.0 million under the DIP Facilities. On May 7, 2019, the Court entered the *Order, Pursuant To 11 U.S.C. §§ 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*. The maturity date under the DIP Credit Agreement is December

30, 2019.

9. On May 22, 2019, the Debtors filed the *Motion of Debtors for Entry of Orders (i)(a) Approving Bidding Procedures for Sale of Debtors' Assets, (b) Authorizing the Selection of a Stalking Horse Bidder, (c) Approving Bid Protections, (d) Scheduling Auction for, and Hearing To Approve, Sale of Debtors' Assets, (e) Approving Form and Manner of Notices of Sale, Auction, and Sale Hearing, (f) Approving Assumption and Assignment Procedures, and (g) Granting Related Relief and (ii)(a) Approving Sale of Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (b) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (c) Granting Related Relief* [D.I. 225] (the "**Bidding Procedures Motion**"). On June 13, 2019, the Court entered an order approving the Bidding Procedures Motion [D.I. 324] (the "**Bidding Procedures Order**").

10. The Debtors subsequently filed two motions to designate Qualified Bidders (as defined in the Bidding Procedures Order) as stalking horse bidders for specific lots of assets. *First*, the Debtors filed the *Motion of Debtors For Entry of an Order (I) Designating Stalking Horse Bidder in Connection with the Mississippi and Alabama Assets, (II) Approving Expense Reimbursement, and (III) Granting Related Relief* [D.I. 439] (the "**Magnolia Stalking Horse Motion**"), which requested authority to designate Magnolia Infrastructure Holdings, LLC as the stalking horse bidder with respect to the sale of the Debtors' Mississippi and Alabama assets (collectively, the "**MS/AL Assets**"). *Second*, the Debtors filed the *Motion of Debtors For Entry of an Order (I) Designating Stalking Horse Bidder in Connection with the Corpus Christi Pipeline Network Assets, (II) Approving Bid Protections, and (III) Granting Related Relief* [D.I. 440] (the "**Kinder Stalking Horse Motion**"), which requested

authority to designate Kinder Morgan Tejas Pipeline LLC as the stalking horse bidder for the Debtors' Corpus Christi pipeline network assets (collectively, the "**CCPN Assets**").

11. On August 30, 2019, the Court entered orders approving the Magnolia Stalking Horse Motion and the Kinder Stalking Horse Motion. *See Order (I) Designating Stalking Horse Bidder in Connection with the Mississippi and Alabama Assets, (II) Approving Expense Reimbursement, and (III) Granting Related Relief* [D.I. 454]; *Order (I) Designating Stalking Horse Bidder in Connection with the Corpus Christi Pipeline Network Assets, (II) Approving Bid Protections, and (III) Granting Related Relief* [D.I. 455].

12. On September 19, 2019, the Debtors filed the *Notice of Revised Sale Timeline* [D.I. 493], pursuant to which (a) the auctions shall be conducted on (i) October 16, 2019 at 9:00 a.m. (prevailing Eastern Time) with respect to the G&P assets[3], (ii) October 17, 2019 at 9:00 a.m. (prevailing Eastern Time) with respect to the MS/AL assets, and (iii) October 17, 2019 at 2:00 p.m. (prevailing Eastern Time) with respect to the CCPN assets, or such later times as the Debtors, in consultation with the group of the Debtors' prepetition and post-petition lenders represented by Willkie Farr & Gallagher LLP (the "**Ad Hoc Group**"), shall notify all relevant parties and (b) the hearing to consider the proposed sale transaction(s) will be held on October 22, 2019 at 10:00 a.m. (prevailing Eastern Time).

13. Additional information about the Debtors' businesses and affairs, capital structure and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the *Declaration of Michael B. Howe in Support of Debtors' Chapter 11 Proceedings and First Day Pleadings* [D.I. 2], which is incorporated herein by reference.

[3] The "**G&P Assets**" include all of the Debtors' assets other than the CCPN Assets and the MS/AL Assets.

The Plan and Disclosure Statement

14. Contemporaneously herewith, the Debtors have filed the Plan and the Disclosure Statement. The Debtors seek to confirm the Plan to effect either a liquidation and distribution of assets or a comprehensive restructuring of their balance sheet and operations (the "**Restructuring**"). The Debtors believe that the Plan provides the best and most efficient means to conclude the Chapter 11 Cases.

15. The Plan constitutes a separate chapter 11 plan of reorganization for each Debtor, as applicable, and shall include the classifications set forth herein.

Basis for Relief

Approval of the Disclosure Statement

16. Section 1125 of the Bankruptcy Code requires that a disclosure statement be approved by the court as containing "adequate information" prior to a debtor's solicitation of acceptances or rejections of a plan. 11 U.S.C. § 1125(b). "Adequate information" is defined in the Bankruptcy Code as:

> [I]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor . . . that would enable such a hypothetical investor of the relevant case to make an informed judgment about the plan . . . .

11 U.S.C. § 1125(a). Therefore, the Disclosure Statement must, as a whole, provide information that is reasonably practicable to permit an informed judgment by Impaired Creditors entitled to vote on the Plan. *See Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 322 (3d Cir. 2003). Essentially, the Disclosure Statement "must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution." *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

17. In evaluating whether a disclosure statement provides "adequate information," courts adhere to section 1125 of the Bankruptcy Code's instruction that making this determination is a flexible exercise based on the facts and circumstances of each case and is within the broad discretion of the court. *See* 11 U.S.C. § 1125(a)(1) ("'[A]dequate information' means information of a kind, and in sufficient detail, as far as is reasonably practicable *in light of the nature and history of the debtor and the condition of the debtor's books and records . . . .*") (emphasis added); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case."); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5907 ("[T]he information required will necessarily be governed by the circumstances of the case.").

18. In making a determination about the adequacy of the information, courts will typically look at whether the disclosure statement contains information such as:

a. the circumstances that gave rise to the filing of the bankruptcy petition;

b. a description of the available assets and their value;

c. the anticipated future of the debtor;

d. the source of the information provided in the disclosure statement;

e. the condition and performance of the debtor while in chapter 11;

f. claims against the debtor's estate;

g. a liquidation analysis setting forth the estimated return that creditors would receive if the debtor's case was converted to a case under chapter 7 of the Bankruptcy Code;

h. the accounting and valuation methods used to produce the financial information in

the disclosure statement;

i. the future management of the debtor, including the amount of compensation to be paid to any insiders, directors and/or officers of the debtor;

j. a summary of the chapter 11 plan;

k. an estimate of all administrative expenses, including attorneys' fees and accountants' fees;

l. the collectability of any accounts receivable;

m. any financial information, including financial valuations or *pro forma* projections that would be relevant to creditors' determinations of whether to accept or reject the plan;

n. the risks to creditors and interest holders under the plan;

o. the actual or projected value that can be obtained from avoidable transfers;

p. the existence, likelihood and possible success of nonbankruptcy litigation; and

q. the tax consequences of the plan.

See In re Scioto Valley Mortg. Co., 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988); *see also In re Source Enters.*, 2007 Bankr. LEXIS 4770, *7-8 (Bankr. S.D.N.Y. July 31, 2007) (using similar list); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (citing similar factors that courts have used to determine the adequacy of information contained in disclosure statements, while cautioning that "no one list of categories will apply in every case").

19. Here, the Disclosure Statement contains adequate information to allow the holders of Claims to make an informed judgment regarding the Plan. The Disclosure Statement is the product of the Debtors' extensive review and analysis of their businesses, assets and liabilities, and circumstances leading to the Chapter 11 Cases. Additionally, the Disclosure Statement contains detailed information regarding the following: (a) the terms of the Plan; (b) the classification and treatment of holders of all Classes of Claims and Interests; (c) the effect of the Plan on holders of Claims and Interests and other parties in interest thereunder; (d) certain risk

factors to consider that may affect the Plan; (e) certain tax issues related to the Plan and distributions to be made thereunder; and (f) the means for implementation of the Plan. Accordingly, the Debtors believe that the Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code and contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan. Thus, the Debtors submit that the Disclosure Statement should be approved.

20. Pursuant to Bankruptcy Rule 3016(c), "[i]f a plan provides for an injunction against conduct not otherwise enjoined under the Code, the plan and disclosure statement [must] describe in specific and conspicuous language (bold, italic, or underlined text) all acts to be enjoined and identify the entities that would be subject to the injunction." Fed. R. Bankr. P. 3016(c). Here, the Plan contains the following injunction, release, and exculpation sections:

a. Section 14.5 (Injunction):

(a) Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons or Entities who have held, hold or may hold Claims against and/or Interests in the Debtors or the Estates, and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and affiliates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons or any property, wherever located, of any such transferee or successor; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property, wherever located, of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law (including, without limitation, commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan) to the fullest extent permitted by applicable law, or (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or their Estates, or against the property or interests in property of the Debtors or their Estates, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and their respective properties and interest in properties; provided, however, that nothing contained in the Plan shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting Plan Distributions, each holder of an Allowed Claim or Interest will be deemed to have specifically consented to the injunctions set forth in section 14.5 in the Plan.

b. Section 14.6 (Release):

(a) Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, the Released Parties[4] shall be deemed released and discharged by the Debtors and their Estates and the Plan Administrator from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, their Estates and the Plan Administrator or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity or that any holder of a Claim or Interest or other Entity would have been legally entitled to assert derivatively for or on behalf of the Debtors, or their Estates, based on, relating to or in any manner arising from, in whole or in part, the Debtors, their Estates, the Plan Administrator, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan

[4] Under the Plan, "**Released Parties**" means each of the following in their capacity as such: (a) each member of the Ad Hoc Group; (b) the Prepetition Term Loan Lenders; (c) the Prepetition Revolving Credit Facility Lenders; (d) the Prepetition Term Loan Agent; (e) the Prepetition Revolving Credit Facility Agent; (f) the Debtors (for the avoidance of doubt, including the Liquidating Debtors and the Reorganized Debtors, as applicable); (g) the DIP Agent and DIP Lenders; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such party's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; provided, that no Person shall be a Released Party if it (a) opts out of the releases provided for in Article XIV of the Plan through a timely submitted ballot or (b) objects to the Plan.

Administrator Agreement, the DIP Credit Agreement, the Chapter 11 Cases, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided, that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against any other Released Party, and such Released Party does not abandon such Claim or Cause of Action upon request, then the release set forth in the Plan shall automatically and retroactively be null and void ab initio with respect to the Released Party bringing or asserting such Claim or Cause of Action; provided further that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors or (ii) any release or indemnification provided for in any settlement or granted under any other court order, provided that, in the case of (i) and (ii), the Debtors shall retain all defenses related to any such action. Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(b) <u>Releases by the Holders of Claims and Interests</u>. Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including the obligations of the Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in

connection with the Plan, each Releasing Party[5] shall be deemed to have consented to the Plan and the restructuring embodied in the Plan for all purposes, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on, relating to or in any manner arising from, in whole or in part, the Debtors, the Estates, the Plan Administrator, the liquidation, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Releasing Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the DIP Credit Agreement, the Prepetition Revolving Credit Facility, the Prepetition Term Loan Agreement, or the Plan or the Disclosure Statement, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided that any holder of a Claim or Interest that elects to opt out of the releases contained in the Plan shall not receive the benefit of the releases set forth in the Plan (even if for any reason otherwise entitled). Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not

[5] Under the Plan, "**Releasing Parties**" means collectively, (a) each Released Party described in clauses (a), (d), (e), and (f) thereof, (b) each holder of a Claim that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such holder's timely submitted Ballot to indicate that such holder elects to opt out of the release contained in the Plan and/or (iv) votes to reject the Plan and does not elect (as permitted on the Ballots) to opt out of the releases contained in the Plan, (c) each holder of a Claim in Classes 5, 6, 7, and 8 that does not object to the Plan, and (d) as to each of the foregoing Entities in clauses (a), (b), and (c) each such Entity's predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds and their current and former officers, directors, managers, partners, principals, shareholders, members, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals (in each case as to the foregoing Entities in clauses (a), (b) and (c), solely in their capacity as such).

release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (ii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(c) Notwithstanding anything to the contrary contained in the Plan, the releases set forth in Section 14.6 of the Plan shall not release any (i) claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against a Debtor or any of its officers, directors, or representatives and (ii) claims against any Person arising from or relating to such Person's gross negligence, willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

c. Section 14.7 (Exculpation):

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, to the maximum extent permissible under applicable law, none of the Exculpated Parties[6] shall have or incur any liability to any holder of any Claim or Interest or any other Person for any act or omission in connection with, or arising out of the Debtors' restructuring, including the negotiation, implementation and execution of the Plan, the Plan Supplement, the Chapter 11 Cases, the Prepetition Term Loan Agreement, the Prepetition Revolving Credit Facility Agreement, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to

[6] Under the Plan, "**Exculpated Parties**" means collectively, solely in their capacity as such, the Debtors, the Plan Administrator, and their respective subsidiaries, affiliates, current and former officers and directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professional Persons.

the promulgation and confirmation of the Plan except for gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court. For purposes of the foregoing, it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court conclusively will be deemed not to constitute gross negligence or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the applicable Persons shall be entitled to rely on the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and administration thereof. The Exculpated Parties have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Solicitation Procedures

Procedures for Solicitation and Tabulation of Votes and Approval of Form of Ballot

21. Pursuant to the Plan, the Debtors have created seven separate Classes of Claims or Interests. A chart listing each such Class is below:

Class	Designation	Status	Voting Rights
Class 1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
Class 2	Other Secured Claims	Unimpaired	Deemed to Accept
Class 3	Prepetition Term Loan Claims	Impaired	Entitled to Vote
Class 4	Prepetition Revolving Credit Facility Claims	Impaired	Entitled to Vote
Class 5	General Unsecured Claims	Impaired	Deemed to Reject
Class 6	Sponsor Note Claims	Impaired	Deemed to Reject
Class 7	Subordinated Claims	Impaired	Deemed to Reject
Class 8	Existing Interests	Impaired	Deemed to Reject

22. In accordance with Bankruptcy Rules 3017(d) and 3018(c), the Debtors propose to mail to the holders of Claims (the "**Claimholders**") entitled to vote on the Plan a form ballot attached hereto as Exhibit B and incorporated herein by reference (the "**Ballot**"). The Ballot is substantially similar to Official Form No. 14, but has been modified to be consistent with the specific provisions of the Plan and the facts of the Chapter 11 Cases. The instructions for completion of the Ballot are included in the Ballot and can also be found in Article I.E of the Disclosure Statement. The Debtors propose that the form of Ballot be distributed to the Claimholders in Class 3 and Class 4 (the "**Voting Classes**").

23. The Debtors respectfully submit that the proposed Ballot is appropriately tailored to the Plan and complies with Bankruptcy Rules 3017 and 3018. Accordingly, by this Motion, the Debtors request that the Court approve the proposed Ballot.

24. The Voting Classes are the only classes that will receive a Ballot to vote to accept or reject the Plan. The remaining classes (the "**Non-Voting Classes**" and, together with the Voting Classes, the "**Classes**") are not entitled to vote on the Plan as they have been conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code or, in the alternative, to have rejected the Plan in accordance with section 1126(g) of the Bankruptcy Code.

25. The Debtors propose that all creditors and equity security holders will receive notice of the Confirmation Hearing (the "**Confirmation Notice**"). A copy of the Confirmation Notice is attached hereto as Exhibit D. The Debtors will serve a copy of the Confirmation Notice upon all holders of Claims and Interests and provide a Ballot to those entitled to vote no later than five Business Days after the entry of the Order (the "**Solicitation Date**"). The Confirmation Notice provides, among other things, (a) notice of the filing of the Disclosure

Statement and Plan, (b) notice of the approval of the Disclosure Statement, (c) information regarding the Confirmation Hearing, and (d) directions for filing objections to confirmation of the Plan by the Objection Deadline. The Debtors will not, in the first instance, serve hard copies of the approved Disclosure Statement and the Plan on the Non-Voting Classes. Instead, a copy of the approved Disclosure Statement and the Plan may be downloaded and/or viewed free of charge by all parties in interest at the following website maintained by Kurtzman Carson Consultants LLC, the notice, claims, solicitation, and balloting agent retained the by Debtors in the Chapter 11 Cases (the "**Solicitation and Claims Agent**"): http://www.kccllc.net/southcrossenergy. The Debtors further propose to mail or cause to be mailed by first-class mail to holders of Claims in Classes 1, 2, 5, 6, 7, and 8 a copy of the Notice of Non-Voting Status (the "**Non-Voting Notices**"), substantially in the form attached hereto as Exhibit C. In addition, all parties in interest may obtain copies of the Disclosure Statement and the Plan free of charge upon request to the Solicitation and Claims Agent via email at SouthcrossInfo@kccllc.com or via telephone at (866) 967-0671 (toll-free) or at (310) 751-2671, for international callers.

Voting Deadline for the Receipt of Ballots

26. Bankruptcy Rule 3017(c) provides that, "[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan . . . ." Fed. R. Bankr. P. 3017(c). The Debtors anticipate commencing the plan solicitation period by mailing the Ballots (and other approved solicitation materials) to the Voting Classes by no later than five Business Days after the entry of the Order. Based on this schedule, the Debtors propose that all Ballots being cast must be properly executed, completed, and delivered, either electronically in accordance with the procedures set forth below or by mail,

overnight courier, or personal delivery to the Solicitation and Claims Agent, so that the Ballots are actually received no later than **6:00 p.m. (prevailing Eastern Time) on November 25, 2019** (the "**Voting Deadline**"), which deadline may be extended by the Debtors in consultation with the Ad Hoc Group. The Debtors submit that the proposed three-week solicitation period (a) is a sufficient period within which creditors in the Voting Classes can make an informed decision regarding whether to accept or reject the Plan and (b) provides the Debtors with enough time to tabulate the Ballots and prepare for whatever issues the voted Ballots may raise in connection with the Confirmation Hearing.

Procedures for Tabulating Votes

27. The Debtors propose that the following procedures be utilized in tabulating the votes to accept or reject the Plan (the "**Tabulation Procedures**"):

a. Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to (i) the amount of such Claim as set forth in the Debtors' Schedules of Assets and Liabilities (including all amendments thereto, the "**Schedules**") if no Proof of Claim has been timely filed in respect of such Claim or (ii) if a Proof of Claim has been timely filed in respect of such Claim, the amount set forth in such Proof of Claim.

b. Duplicative Claims (*i.e.*, the same Claim against two or more of the Debtors) listed in the Schedules or in timely-filed Proofs of Claim will be deemed temporarily allowed for voting purposes only in an amount equal to one such Claim and not in an amount equal to the aggregate of such Claims.

c. If a Claim, for which no Proof of Claim has been timely filed, is listed on the Schedules, but is listed as contingent, unliquidated, or disputed, either in whole or in part, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes; provided, however, that any undisputed portion, if any, of such Claim will be deemed temporarily allowed for voting purposes, subject to the other Tabulation Procedures.

d. If a Claim, for which a Proof of Claim has been timely filed, has not been disallowed and is not subject to a pending objection or adversary proceeding as of the Record Date, is marked or otherwise referenced on its face as contingent, unliquidated, or disputed, either in whole or in part, or if no Claim amount is

specified on such Proof of Claim, such Claim shall be temporarily allowed solely for voting purposes in the amount of $1.00, irrespective of how such Claim may or may not be set forth on the Schedules; provided, however, that any undisputed portion, if any, of such Claim will be deemed temporarily allowed for voting purposes, subject to the other Tabulation Procedures.

e. If the Debtors have served an objection or request for estimation as to a Claim at least ten calendar days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection.

f. If a Claimholder identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the lesser amount identified on such Ballot.

g. Claimholders will not be entitled to vote Claims to the extent such Claims have been superseded and/or amended by other Claims filed by or on behalf of such Claimholders.

h. Except as otherwise ordered by the Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtors (in their sole discretion).

i. Any Ballot that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, will not be counted.

j. Any Ballot that is returned indicating acceptance or rejection of the Plan but is unsigned will not be counted.

k. Whenever a Claimholder casts more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior Ballots.

l. If a Claimholder casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted.

m. Each Claimholder will be deemed to have voted the full amount of its Claim as set forth on the Ballot.

n. Claimholders may not split their vote within a Class; thus, each Claimholder will be required to vote all of its Claims within the Class either to accept or reject the Plan.

o. Ballots partially rejecting and partially accepting the Plan will not be counted.

p. An original executed Ballot is required to be submitted by the entity submitting any written Ballot. Subject to the other procedures and requirements herein,

completed, executed Ballots also may be submitted via the online portal maintained by the Solicitation and Claims Agent at www.kccllc.net/southcrossenergy.

q. Delivery of a Ballot by facsimile, telecopy, or any other electronic means shall not be valid; *provided*, *however*, that Ballots submitted through the online voting portal, mentioned below, will be counted.

r. The method of delivery of Ballots to the Solicitation and Claims Agent is at the risk of each Claimholder, and such delivery will be deemed made only when the original Ballot is actually received by the Solicitation and Claims Agent.

s. The Debtors expressly reserve the right to amend the terms of the Plan (subject to compliance with section 1127 of the Bankruptcy Code). If the Debtors make material changes to the terms of the Plan, the Debtors will disseminate additional solicitation materials and extend the solicitation period, in each case to the extent required by law or further order of the Court.

t. If a Ballot is executed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity on behalf of a Claimholder, such person will be required to indicate such capacity when signing and, at the Solicitation and Claims Agent's discretion, must submit proper evidence satisfactory to the Solicitation and Claims Agent to so act on behalf of the Claimholder.

u. Any Claimholder who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a).

v. Subject to any contrary order of the Court, the Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot.

w. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline or within such time as the Court determines, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived.

x. Neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification.

Voting by Electronic Means

28. The Debtors request authorization for the electronic, online transmission of Ballots at the following website: www.kccllc.net/southcrossenergy. Parties entitled to vote may

choose to send in their Ballots by mail, overnight courier, or personal delivery or cast an electronic Ballot and electronically sign and submit the Ballot by utilizing the Solicitation and Claims Agent's website. Instructions for electronic, online transmission of Ballots will be set forth on such website. The encrypted Ballot data and the audit trail created by such submission shall become part of the record of any Ballot submitted in this manner and the Claimholder's electronic signature will be immediately legally valid and effective.

29. Upon completion of balloting, the Solicitation and Claims Agent will certify the amount and number of allowed Claims of the Voting Classes accepting or rejecting the Plan. The Debtors will file such certification with the Court prior to the Confirmation Hearing.

30. Online voting through the Solicitation and Claims Agent's website has been approved in other chapter 11 cases. *See, e.g.*, *In re Patriot National, Inc.*, Case No. Case No. 18-10189 (KG) (Bankr. D. Del. Jan. 30, 2018); *In re Magnum Hunter Resources Corp.*, Case No. 15-15233 (KG) (Bankr. D. Del. Feb. 26, 2017); *In re Altegrity, Inc.*, Case No. 15-10226 (LSS) (Bankr. D. Del. May 15, 2015); *In re RCS Capital Corp.*, Case No. 16-10223 (MFW) (Bankr. D. Del. Mar. 21, 2017); *In re Trump Entm't Resorts, Inc.*, Case No. 14-12103 (KG) (Bankr. D. Del. Jan. 30, 2015).

31. The Debtors respectfully submit that the Tabulation Procedures, including the process by which Claimholders can cast their Ballots via electronic means, will establish a fair and equitable voting process, particularly given the right of parties to seek temporary allowance of their Claims on some other basis, as described in greater detail below. Accordingly, the Debtors seek the Court's approval of such proposed procedures.

Procedures for Temporary Allowance of Claims

32. The Debtors propose that any Claimholder that seeks to challenge the temporary

allowance of its Claim for voting purposes based on the Tabulation Procedures be required to file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") and serve the Rule 3018 Motion on the Debtors so that it is received no later than 4:00 p.m. (prevailing Eastern Time) on the fifth day after the later of (a) service of the Confirmation Notice and (b) service of notice of an objection, if any, to such Claim (the "**Rule 3018(a) Motion Deadline**"). In accordance with Bankruptcy Rule 3018, the Debtors further propose that any Ballot submitted by a Claimholder that files a Rule 3018 Motion will be counted solely in accordance with the Tabulation Procedures and other applicable provisions contained herein unless and until the underlying Claim is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

Disclosure Statement Hearing and Notice of Disclosure Statement Hearing

33. Bankruptcy Rule 3017(a) requires that notice of the hearing to consider a proposed disclosure statement be provided to creditors, equity security holders, and other parties in interest. *See* Fed. R. Bankr. P. 3017(a) (providing that, after a disclosure statement is filed, it must be mailed with the notice of the hearing to consider the disclosure statement and any objections or modifications thereto on no less than 28 days of notice); *see also* Fed. R. Bankr. P. 2002(b) (requiring not less than 28 days of notice by mail of the time for filing objections and the hearing to consider the approval of a disclosure statement).

34. The Debtors, with the assistance of the Solicitation and Claims Agent, contemporaneously with the filing of this Motion, will provide notice of the hearing to consider approval of the Disclosure Statement (the "**Disclosure Statement Hearing**") in the form attached hereto as Exhibit E (the "**Disclosure Statement Hearing Notice**"). The Disclosure

Statement Hearing Notice (a) identifies the date, time, and place of the Disclosure Statement Hearing[7], (b) identifies the objection deadline,[8] and (c) sets forth procedures for filing objections to approval of the Disclosure Statement and how to obtain the Disclosure Statement and/or the exhibits thereto. The Disclosure Statement Hearing Notice will have been provided on at least twenty-one (21) calendar days of notice,[9] by electronic transmission, by overnight mail, or by first class mail upon:

a. the U.S. Trustee;

b. all persons or entities that have requested notice of the proceedings in the Chapter 11 Cases;

c. all holders of Claims and Interests regardless of whether such holders are entitled to vote on the Plan;

d. the Internal Revenue Service and the Securities, Exchange Commission, and any other required governmental units; and

e. such additional persons and entities as deemed appropriate by the Debtors.

35. Furthermore, the Disclosure Statement Hearing Notice will be available free of charge electronically at the Debtors' Case Information Website, http://www.kccllc.net/southcrossenergy.

36. The Debtors will not re-distribute any Disclosure Statement Hearing Notice that may be returned as undeliverable with no forwarding address.

37. The Debtors submit that, through these procedures, they will provide adequate

[7] The Disclosure Statement Hearing shall be held on October 28, 2019 at 10:30 a.m. (prevailing Eastern Time) before the Honorable Mary F. Walrath at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 4, Wilmington, Delaware 19801.

[8] The deadline to object to the Disclosure Statement shall be October 21, 2019 at 4:00 p.m. (prevailing Eastern Time) (the "**Disclosure Statement Objection Deadline**").

[9] Contemporaneous with the filing of this Motion, the Debtors are seeking to shorten notice of the Disclosure Statement Hearing.

notice of the hearing on the adequacy of the Disclosure Statement and request that the Court approve such notice as appropriate and in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Confirmation Hearing, Record Date, and Solicitation Packages

Confirmation Hearing, Confirmation Objection Deadline, and Notice Thereof

38. Section 1128(a) of the Bankruptcy Code provides that, "[a]fter notice, the court shall hold a hearing on confirmation of a plan." Bankruptcy Rule 3017(c) provides that, on or before the approval of a disclosure statement, a court "may fix the date for the hearing on confirmation." Consistent with this, the Debtors respectfully request that the hearing on the approval of the Plan be set for **December 5, 2019, at 10:30 a.m. (prevailing Eastern Time)**. The Debtors submit that the proposed timing for the Confirmation Hearing complies with the Bankruptcy Code and the Bankruptcy Rules, and will enable the Debtors to pursue confirmation on a timely basis. The Debtors further propose that the Confirmation Hearing may be continued from time to time by the Court or the Debtors, in consultation with the Ad Hoc Group, without further notice other than by such adjournment being announced in open court or as indicated in any notice of agenda of matters scheduled for a particular hearing that is filed with the Court.

39. In the interests of orderly procedure, the Debtors further request that objections to confirmation of the Plan, if any, must (a) be in writing and (b) be filed with the Court and served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attention: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899 (Attention: Andrew R.

Remming and Robert J. Dehney), (ii) 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 (Attention: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Matthew B. Lunn), (iii) counsel to the administrative agent under Southcross's prepetition secured revolving credit facility, prepetition secured term loan facility, and the post-petition credit facility, (A) Arnold & Porter Kaye Scholer LLP, 70 W. Madison Street, Suite 4200, Chicago, IL 60614 (Attention: Seth J. Kleinman), (B) Arnold & Porter Kaye Scholer LLP, 250 W. 55th Street, New York, NY 10019 (Attention: Alan Glantz), and (C) Duane Morris, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801 (Attention: Christopher M. Winter), (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attention: Richard Schepacarter), and (v) counsel to Southcross Holdings LP and its non-Debtor subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022 (Attention: Natasha Labovitz) and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899 (Attention: William P. Bowden), so that they are received **no later than 6:00 p.m. (prevailing Eastern Time) on November 25, 2019** (the "**Confirmation Objection Deadline**"). The Debtors shall, if they deem necessary in their discretion, file a consolidated reply to any such objections and/or any affidavits or declarations in support of approval of the Plan by no later than December 3, 2019 (or two calendar days prior to the date of any adjourned Confirmation Hearing).

40. Bankruptcy Rule 2002(b) requires that the Debtors provide notice to all

Creditors and parties in interest at least 28 days prior to the deadline for filing objections to confirmation of the Plan, and the hearing on the final approval of the Plan. Bankruptcy Rule 2002(d), in turn, requires that equity security holders be given notice of these matters in the manner and form directed by the Court. As discussed above, all holders of Claims and Interests will be served with a copy of the Confirmation Notice. In addition, the Voting Classes will receive a Ballot (and the other approved solicitation materials) and the Non-Voting Classes will receive a Notice of Non-Voting Status. Further, the Debtors propose to also serve the Confirmation Notice on (a) the U.S. Trustee, (b) all entities that are party to executory contracts and unexpired leases with the Debtors, (c) all entities that are party to litigation with the Debtors, (d) all current and former employees, directors, and officers (to the extent that contact information for former employees, directors, and officers is available in the Debtors' records), (e) all regulatory authorities that regulate the Debtors' businesses, (f) the Office of the Attorney General for the State of Delaware, (g) the office of the attorney general for each state in which the Debtors maintain or conduct business, (h) the District Director of the Internal Revenue Service for the District of Delaware, (i) all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business, (j) the Securities and Exchange Commission, and (k) all parties who filed a request for service of notices under Bankruptcy Rule 2002. The Debtors will serve a copy of the Confirmation Notice upon such parties no later than five Business Days after the entry of the Order. The Confirmation Notice, among other things, sets forth (i) the Voting Deadline for the submission of Ballots to vote to accept or reject the Plan, (ii) the Rule 3018(a) Motion Deadline, (iii) the Confirmation Objection Deadline, (iv) the time, date, and place of the Confirmation Hearing, and (v) instructions on how to obtain copies of the Disclosure

Statement and the Plan.

The Record Date

41. Bankruptcy Rule 3017(d) provides that the Court may set the date on which the disclosure statement is approved or another date as the record date for determining which holders of securities are entitled to receive solicitation materials, including ballots for voting on a plan of reorganization. *See* Fed. R. Bankr. P. 3017(d). The Debtors propose that the Court establish October 28, 2019 as the record date (the "**Record Date**") for purposes of determining which Claimholders are entitled to receive a Ballot to vote to accept or reject the Plan.

42. With respect to any transferred Claim, the Debtors propose that the transferee will be entitled to receive and cast a Ballot on account of such transferred Claim only if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Record Date (including, without limitation, the passage of any applicable objection period) or (b) the transferee files, no later than the Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

The Solicitation Packages

43. Bankruptcy Rule 3017(d) identifies the materials that must be provided to the Claimholders for purposes of soliciting votes and providing adequate notice of the hearing on confirmation of a plan:

> Upon approval of a disclosure statement,—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee,

> (1) the disclosure statement approved by the court;
>
> (2) the plan or a court-approved summary of the plan;
>
> (3) notice of the time within which acceptances and rejections of the plan may be filed; and
>
> (4) any other information as the court may direct, including any court order approving the disclosure statement or a court-approved summary of the opinion.
>
> In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with Bankruptcy Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan. . . .

Fed. R. Bankr. P. 3017(d).

44. In accordance with Bankruptcy Rule 3017(d), the Debtors propose that, after entry of the Order, the following materials be mailed by the Solicitation and Claims Agent to all Claimholders in the Voting Classes (the "**Solicitation Package**"):

a. the Confirmation Notice;

b. the Plan;

c. the Disclosure Statement;

d. a copy of the Order (without exhibits) as entered by the Court;

e. a Ballot; and

f. any other documents and materials that the Debtors deem appropriate.

45. The Debtors shall cause the Solicitation Package (other than the Ballots) to be provided in electronic format (*i.e.*, on a CD-ROM or flash drive). The Ballots shall *only* be provided in paper format. Paper copies of the documents otherwise provided may be downloaded and/or viewed free of charge by all parties in interest at the following website maintained by the Solicitation and Claims Agent: http://www.kccllc.net/southcrossenergy. In addition, all parties in interest may obtain copies of the Plan and the Disclosure

Statement free of charge upon request to the Solicitation and Claims Agent via email at SouthcrossInfo@kccllc.com, or via telephone at (866) 967-0671 (toll-free) or, for international callers, (310) 751-2671.

46. The Solicitation and Claims Agent will mail the Solicitation Packages no later than five Business Days after entry of the Order to Claimholders in the Voting Classes. Consistent with sections 1126(f) and 1126(g) of the Bankruptcy Code and Bankruptcy Rule 3017(d), the Debtors request that no Solicitation Packages be mailed to holders of Claims or Interests in Classes that are conclusively deemed to accept or reject the Plan. Instead, the Debtors propose that such parties will receive the Confirmation Notice (and may also request paper or electronic copies of the Disclosure Statement and the Plan at no charge).

47. The Debtors submit that the foregoing procedures for providing notice of the Confirmation Hearing, the Confirmation Objection Deadline, and related matters fully comply with Bankruptcy Rules 2002 and 3017 and the time limits set forth therein, and are both fair to holders of Claims or Interests and other parties in interest and are calculated to result in votes and objections that will be known in sufficient time to permit an organized and efficient Confirmation Hearing. Accordingly, the Debtors respectfully request that the Court approve such notice procedures as appropriate under the circumstances and in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

Plan Supplement

48. The Debtors shall file the supplemental appendix to the Plan (the "**Plan Supplement**") by November 18, 2019, provided that the Debtors may amend, supplement, or otherwise modify the Plan Supplement prior to the Confirmation Hearing and/or in accordance with the Plan.

Notice

49. Notice of this Motion will be provided to the following parties or, in lieu thereof, their counsel, if known: (a) the Office of the United States Trustee for the District of Delaware; (b) each of the Debtors' 20 largest unsecured creditors on a consolidated basis; (c) (i) Arnold & Porter Kaye Scholer LLP and (ii) Duane Morris LLP, as 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; (d) (i) Willkie Farr & Gallagher LLP and (ii) Young Conaway Stargatt & Taylor, LLP, as counsel to the Ad Hoc Group; (e) Debevoise & Plimpton LLP, as counsel to Holdings; and (f) those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Cases. A copy of this Motion and any order approving it will also be made available on the Debtors' case information website located at http://www.kccllc.net/southcrossenergy. The Debtors respectfully submit that no further notice is required.

No Prior Request

50. The Debtors have not previously sought the relief requested herein from the Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: October 4, 2019
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS ARSHT & TUNNELL LLP

/s/ Robert J. Dehney

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Counsel to the Debtors and Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
Debtors.[1]	)	Jointly Administered
	)	**Requested Hearing Date:** **October 28, 2019 at 10:30 a.m. (ET)** **Requested Obj. Deadline:** **October 21, 2019 at 4:00 p.m. (ET)**

NOTICE OF MOTION OF DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE DISCLOSURE STATEMENT, (II) ESTABLISHING PROCEDURES FOR THE SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, (III) APPROVING THE FORM OF BALLOT AND SOLICITATION MATERIALS, (IV) ESTABLISHING THE VOTING RECORD DATE, (V) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING AND THE DEADLINE FOR FILING OBJECTIONS THERETO, AND (VI) APPROVING RELATED NOTICE PROCEDURES

PLEASE TAKE NOTICE that today, the above-captioned debtors and debtors-in-possession (the "Debtors") filed the **Motion of Debtors for Entry of an Order (I) Approving the Disclosure Statement, (II) Establishing Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Approving the Form of Ballot and Solicitation Materials, (IV) Establishing the Voting Record Date, (V) Fixing the Date, Time, and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (VI) Approving Related Notice Procedures** (the "Motion").

[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.

PLEASE TAKE FURTHER NOTICE that, contemporaneously with the filing of the Motion, the Debtors have also filed a motion (the "Motion to Shorten") requesting that any objections to the relief requested in the Motion be due on or before **October 21, 2019, at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE THAT only objections made in writing and timely filed and received, in accordance with the procedures above, will be considered by the Bankruptcy Court at such hearing.

PLEASE TAKE FURTHER NOTICE THAT, PURSUANT TO THE MOTION TO SHORTEN, THE DEBTORS HAVE REQUESTED THAT A HEARING ON THE MOTION BE HELD ON **OCTOBER 28, 2019 AT 10:30 P.M. (ET)** BEFORE THE HONORABLE MARY F. WALRATH, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 5TH FLOOR, COURTROOM #4, WILMINGTON, DELAWARE 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: October 4, 2019
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Robert J. Dehney

Robert J. Dehney (No. 3578)
Andrew R. Remming (No. 5120)
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-and-

DAVIS POLK & WARDWELL LLP

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Counsel to the Debtors and Debtors in Possession

13153243.1

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
Debtors.[1]	)	Jointly Administered

ORDER (I) APPROVING THE DISCLOSURE STATEMENT, (II) ESTABLISHING PROCEDURES FOR THE SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, (III) APPROVING THE FORM OF BALLOT AND SOLICITATION MATERIALS, (IV) ESTABLISHING THE VOTING RECORD DATE, (V) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING AND THE DEADLINE FOR FILING OBJECTIONS THERETO, AND (VI) APPROVING RELATED NOTICE PROCEDURES

Upon consideration of the *Motion of Debtors for Entry of an Order (I) Approving the Disclosure Statement, (II) Establishing Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Approving the Form of Ballot and Solicitation Materials, (IV) Establishing the Voting Record Date, (V) Fixing the Date, Time, and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (VI) Approving Related Notice*

[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

Procedures (the "**Motion**");[2] 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 opportunity for a hearing on the Motion having been given to the parties listed therein; and the Court having reviewed and considered the Motion and the Declarations; and the Court having the opportunity to hold a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief 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,

THE COURT HEREBY FINDS AS FOLLOWS:

A. The disclosure statement, as the same may be updated, supplemented, amended, and/or otherwise modified from time to time (the "**Disclosure Statement**"), contains "adequate information" within the meaning of section 1125 of the Bankruptcy Code;

B. The form of ballot attached to the Motion as Exhibit B (the "**Ballot**") (i) is

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion, the Disclosure Statement, and the Plan, as applicable.

consistent with Official Form No.14, (ii) adequately addresses the particular needs of the Chapter 11 Cases, (iii) is appropriate for the Voting Classes, and (iv) complies with Bankruptcy Rule 3017(d).

C. Ballots need not be provided to holders of Claims or Interests in the following Classes, as such Non-Voting Classes are either (i) unimpaired and are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code or (ii) impaired but will neither retain nor receive any property under the Plan and are thus conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code:

Class	**Designation**	**Status**	**Voting Rights**
Class 1	Priority Non-Tax Claims	Unimparied	Deemed to Accept
Class 2	Other Secured Claims	Unimparied	Deemed to Accept
Class 5	General Unsecured Claims	Impaired	Deemed to Reject
Class 6	Sponsor Note Claims	Impaired	Deemed to Reject
Class 7	Subordinated Claims	Impaired	Deemed to Reject
Class 8	Existing Interests	Impaired	Deemed to Reject

D. The period during which the Debtors may solicit votes to accept or reject the Plan, as established by this Order, provides sufficient time for Claimholders in the Voting Classes to make informed decisions to accept or reject the Plan and submit their Ballots in a timely fashion.

E. The Tabulation Procedures (as defined below) for the solicitation and tabulation of votes to accept or reject the Plan, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The contents of the Solicitation Packages and the procedures for providing notice of the Disclosure Statement Hearing, the Confirmation Hearing, and the other matters set

forth in the Disclosure Statement Hearing Notice and the Confirmation Notice comply with Bankruptcy Rules 2002 and 3017, Local Rule 3017-1 and, under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IT IS HEREBY FOUND AND DETERMINED THAT:

1. The relief requested in the Motion is granted as set forth herein.

2. The Disclosure Statement is hereby approved under section 1125 of the Bankruptcy Code, Bankruptcy Rule 3017, and Local Rule 3017-1.

3. The Ballot substantially in the form attached to the Motion as Exhibit B is hereby approved.

4. In order to be counted as votes to accept or reject the Plan, all Ballots must be properly executed, completed, and delivered, by either mail, overnight courier, personal delivery, or electronic, online transmission at the website created for the Debtors' Chapter 11 Cases by the Solicitation and Claims Agent, http://www.kccllc.net/southcrossenergy, so that they are actually received no later than 6:00 p.m. (PT) on November 25, 2019 (the "**Voting Deadline**"). Parties entitled to vote shall be authorized in their sole discretion to complete an electronic Ballot and electronically sign and submit the Ballot to the Solicitation and Claims Agent. Ballots transmitted by facsimile or e-mail will not be counted.

5. The following procedures shall be utilized in tabulating the votes to accept or reject the Plan (the "**Tabulation Procedures**"):

   a. Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily allowed for voting purposes only in an amount equal to (i) the amount of such Claim as set forth in the Debtors' Schedules of Assets and Liabilities (including all amendments thereto, the "**Schedules**") if no Proof of Claim has been timely filed in respect of such Claim or (ii) if a Proof of Claim has been timely filed in respect of such Claim, the amount set forth in such

Proof of Claim.

b. Duplicative Claims (*i.e.*, the same Claim against two or more of the Debtors) listed in the Schedules or in timely-filed Proofs of Claim will be deemed temporarily allowed for voting purposes only in an amount equal to one such Claim and not in an amount equal to the aggregate of such Claims.

c. If a Claim, for which no Proof of Claim has been timely filed, is listed on the Schedules, but is listed as contingent, unliquidated, or disputed, either in whole or in part, or if no Claim amount is specified, such Claim shall be disallowed for voting purposes; provided, however, that any undisputed portion, if any, of such Claim will be deemed temporarily allowed for voting purposes, subject to the other Tabulation Procedures.

d. If a Claim, for which a Proof of Claim has been timely filed, has not been disallowed and is not subject to a pending objection or adversary proceeding as of the Record Date, is marked or otherwise referenced on its face as contingent, unliquidated, or disputed, either in whole or in part, or if no Claim amount is specified on such Proof of Claim, such Claim shall be temporarily allowed solely for voting purposes in the amount of $1.00, irrespective of how such Claim may or may not be set forth on the Schedules; provided, however, that any undisputed portion, if any, of such Claim will be deemed temporarily allowed for voting purposes, subject to the other Tabulation Procedures.

e. If the Debtors have served an objection or request for estimation as to a Claim at least ten calendar days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection.

f. If a Claimholder identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily allowed for voting purposes in the lesser amount identified on such Ballot.

g. Claimholders will not be entitled to vote Claims to the extent such Claims have been superseded and/or amended by other Claims filed by or on behalf of such Claimholders.

h. Except as otherwise ordered by the Court, any Ballots received after the Voting Deadline will not be counted absent the consent of the Debtors (in their sole discretion).

i. Any Ballot that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, will not be counted.

j. Any Ballot that is returned indicating acceptance or rejection of the Plan but is unsigned will not be counted.

k. Whenever a Claimholder casts more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior Ballots.

l. If a Claimholder casts simultaneous duplicative Ballots that are voted inconsistently, such Ballots will not be counted.

m. Each Claimholder will be deemed to have voted the full amount of its Claim as set forth on the Ballot.

n. Claimholders may not split their vote within a Class; thus, each Claimholder will be required to vote all of its Claims within the Class either to accept or reject the Plan.

o. Ballots partially rejecting and partially accepting the Plan will not be counted.

p. An original executed Ballot is required to be submitted by the entity submitting any written Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots also may be submitted via the online portal maintained by the Solicitation and Claims Agent at www.kccllc.net/southcrossenergy.

q. Delivery of a Ballot by facsimile, telecopy, or any other electronic means shall not be valid; *provided, however*, that Ballots submitted through the online voting portal will be counted.

r. The method of delivery of Ballots to the Solicitation and Claims Agent is at the risk of each Claimholder, and such delivery will be deemed made only when the original Ballot is actually received by the Solicitation and Claims Agent.

s. The Debtors expressly reserve the right to amend the terms of the Plan (subject to compliance with section 1127 of the Bankruptcy Code). If the Debtors make material changes to the terms of the Plan, the Debtors will disseminate additional solicitation materials and extend the solicitation period, in each case to the extent required by law or further order of the Court.

t. If a Ballot is executed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity on behalf of a Claimholder, such person will be required to indicate such capacity when signing and, at the Solicitation and Claims Agent's discretion, must submit proper evidence satisfactory to the Solicitation and Claims Agent to so act on behalf of the Claimholder.

u. Any Claimholder who has delivered a valid Ballot voting on the Plan may withdraw such vote solely in accordance with Bankruptcy Rule 3018(a).

v. Subject to any contrary order of the Court, the Debtors further reserve the right to waive any defects or irregularities or conditions of delivery as to any particular

Ballot.

w. Unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline or within such time as the Court determines, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived.

x. Neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will any of them incur any liabilities for failure to provide such notification.

6. Upon completion of the balloting, the Solicitation and Claims Agent shall certify the amount and number of Allowed Claims in the Voting Classes accepting or rejecting the Plan. The Debtors shall cause such certification to be filed with the Court prior to the Confirmation Hearing.

7. If any Claimholder seeks to challenge the allowance of its Claim for voting purposes in accordance with the Tabulation Procedures, such Claimholder must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") and serve the Rule 3018 Motion on the Debtors so that it is received no later than **4:00 p.m. (prevailing Eastern Time) on the fifth day after the later of (a) service of the Confirmation Notice and (b) service of notice of an objection, if any, to such Claim**. Any Ballot submitted by a Claimholder that files a Rule 3018 Motion shall be counted solely in accordance with the Tabulation Procedures and the other applicable provisions of this Order unless and until the underlying Claim or Interest is temporarily allowed by the Court for voting purposes in a different amount, after notice and a hearing.

8. The Confirmation Hearing is hereby scheduled for **December 5, 2019 at 10:30**

a.m. (prevailing Eastern Time). The Confirmation Hearing may be continued from time to time by the Debtors, in consultation with the Ad Hoc Group, without further notice other than by (a) announcing the adjourned date(s) at the Confirmation Hearing (or any continued hearing) or (b) filing a notice with the Court.

9. Objections to confirmation of the Plan on any ground, including adequacy of the disclosures therein, if any, must (a) be in writing and (b) be filed with the Court and served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attention: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899 (Attention: Andrew R. Remming and Robert J. Dehney), (ii) 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 (Attention: Joseph G. Minias, Paul V. Shalhoub, and Deborah McElligott), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Matthew B. Lunn), (iii) counsel to the administrative agent under Southcross's prepetition secured revolving credit facility, prepetition secured term loan facility, and the post-petition credit facility, (A) Arnold & Porter Kaye Scholer LLP, 70 W. Madison Street, Suite 4200, Chicago, IL 60614 (Attention: Seth J. Kleinman), (B) Arnold & Porter Kaye Scholer LLP, 250 W. 55th Street, New York, NY 10019 (Attention: Alan Glantz), and (C) Duane Morris, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801 (Attention: Christopher M. Winter), (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attention: Richard Schepacarter), and (v) counsel to Southcross Holdings LP and its non-Debtor

subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022 (Attention: Natasha Labovitz) and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899 (Attention: William P. Bowden), so that they are received **no later than 6:00 p.m. (prevailing Eastern Time) on November 25, 2019** (the "**Confirmation Objection Deadline**"). The Debtors shall, if they deem necessary in their discretion, file a consolidated reply to any such objections and/or any affidavits or declarations in support of approval of the Plan by no later than **December 3, 2019** (or two calendar days prior to the date of any adjourned Confirmation Hearing).

10. The Confirmation Notice, in substantially the form attached to the Motion as Exhibit D, is approved. The Debtors shall serve the Confirmation Notice on (a) the U.S. Trustee, (b) the Non-Voting Classes, (c) all entities that are party to executory contracts and unexpired leases with the Debtors, (d) all entities that are party to litigation with the Debtors, (e) all current and former employees, directors, and officers (to the extent that contact information for former employees, directors, and officers is available in the Debtors' records), (f) all regulatory authorities that regulate the Debtors' businesses, (g) the Office of the Attorney General for the State of Delaware, (h) the office of the attorney general for each state in which the Debtors maintain or conduct business, (i) the District Director of the Internal Revenue Service for the District of Delaware, (j) all other taxing authorities for the jurisdictions in which the Debtors maintain or conduct business, (k) the Securities and Exchange Commission, and (l) all parties who filed a request for service of notices under Bankruptcy Rule 2002 no later than five Business Days after the entry of this Order.

11. Pursuant to Bankruptcy Rule 3017(c), October 28, 2019, the date of the

Disclosure Statement Hearing, shall be the record date for purposes of determining which holders of Claims are entitled to receive Solicitation Packages and, where applicable, vote on the Plan (the "**Record Date**").

12. With respect to any transferred Claim, the transferee shall only be entitled to receive and cast a Ballot on account of such transferred Claim if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Record Date (including, without limitation, the passage of any applicable objection period) or (b) the transferee files, no later than the Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

13. The Solicitation and Claims Agent shall mail Solicitation Packages no later than five Business Days after the entry of this Order to the Voting Classes containing copies of (a) the Confirmation Notice, (b) the Disclosure Statement, (c) the Plan, (d) this Order (without exhibits), (e) a Ballot, and (f) any other documents and materials that the Debtors deem appropriate.

14. The Debtors shall not be required to transmit Solicitation Packages to holders of Claims in Classes 1, 2, 5, 6, 7, and 8 (collectively, the "**Non-Voting Classes**") under the Plan. The Debtors shall mail or caused to be mailed by first-class mail to holders of Claims in the Non-Voting Classes a copy of the Notice of Non-Voting Status, substantially in the form attached to the Motion as Exhibit C.

15. The Debtors are authorized to make non-substantive and ministerial changes to any documents in the Solicitation Package without further approval of the Court prior to its dissemination, including, without limitation, changes to correct typographical and grammatical

errors and to make conforming changes to the Disclosure Statement and the Plan and any other materials included in the Solicitation Package prior to their distribution.

16. The Debtors shall file the Plan Supplement by November 18, 2019, provided that the Debtors may amend, supplement, or otherwise modify the Plan Supplement prior to the Confirmation Hearing and/or in accordance with the Plan.

17. The Debtors are authorized to take or refrain from taking any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

18. The Court shall retain jurisdiction to hear and determined all matters arising from or related to the interpretation, implementation, and enforcement of this Order.

19. This Order is effective immediately upon entry.

Dated: _____, 2019
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Form of Ballot

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the Plan accompanying this Ballot.[1]

Please note that, even if you intend to vote to reject the Plan, you must still read, complete, and execute this entire Ballot.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
Debtors.[2]	)	Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE
CHAPTER 11 PLAN PROPOSED BY THE DEBTORS

CLASS [●]: [●] CLAIMS

You should review the *Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (as may be amended from time to time, the "**Plan**") and the *Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (as may be amended from time to time, the "**Disclosure Statement**") before you vote. You may wish to seek legal advice concerning the Disclosure Statement and the Plan and your classification and treatment under the Plan. Your Claim has been placed in Class [●] under the Plan.

If you are, as of Monday, October 28, 2019 (the "**Record Date**"), a holder of a Class [●] Claim, please use this "**Ballot**" to cast your vote to accept or reject the Plan.

[1] All capitalized terms used but not otherwise defined herein or in the enclosed voting instructions shall have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

[2] 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.

The Disclosure Statement and the Plan are included in the solicitation package. You may also obtain copies from (a) Kurtzman Carson Consultants LLC (the "**Solicitation and Claims Agent**") at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/southcrossenergy, by writing to 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245, or by telephone at (866) 967-0671 (toll-free) or (310) 751-2671 (if calling from outside the U.S. or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

If you have any questions on how to properly complete this Ballot, please contact the Solicitation and Claims Agent at (866) 967-0671 (toll-free) or (310) 751-2671 (if calling from outside the U.S. or Canada). Please be advised that the Solicitation and Claims Agent cannot provide legal advice.

IMPORTANT

You should review the Disclosure Statement and the Plan before you submit this Ballot. You may wish to seek independent legal advice concerning the Disclosure Statement and the Plan and the classification and treatment of your Class [●] Claim under the Plan.

All [●] Claims against the Debtors have been placed in Class [●] under the Plan. If you hold Claims in more than one Class under the Plan, you may receive a Ballot for each such Class and must complete a separate Ballot for each such Class. YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A [●] CLAIM.

VOTING DEADLINE: NOVEMBER 25, 2019 AT 6:00 P.M. (PREVAILING EASTERN TIME) (THE "VOTING DEADLINE")

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is actually received by the Solicitation and Claims Agent, Kurtzman Carson Consultants LLC, by no later than November 25, 2019 at 6:00 p.m. (prevailing Eastern Time), unless such time is extended in writing by the Debtors in consultation with the Ad Hoc Group. Please mail or deliver this Ballot to:

Southcross Energy Partners L.P. Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

BALLOTS WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE, E-MAIL, OR OTHER ELECTRONIC MEANS OF TRANSMISSION.

If your Ballot is not received by the Solicitation and Claims Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors (in consultation with the Ad Hoc Group) as noted above, your vote will not be counted.

IF YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASES AND EXCULPATION AND INJUNCTION PROVISIONS CONTAINED IN ARTICLE 14 OF THE PLAN.

Your receipt of this Ballot does not signify that your Claim(s) has been or will be allowed. The Debtors reserve all rights to dispute such Claim(s).

HOW TO VOTE (AS MORE FULLY SET FORTH IN THE ATTACHED VOTING INSTRUCTIONS):

1. COMPLETE ITEM 1.
2. COMPLETE ITEM 2.
3. REVIEW THE RELEASES SET FORTH IN ITEM 3 AND, IF APPLICABLE, ELECT WHETHER TO OPT OUT OF THE RELEASES.
4. REVIEW THE CERTIFICATIONS CONTAINED IN ITEMS 4 AND 5 AND COMPLETE ITEMS 4 AND 5.
5. **SIGN THE BALLOT**.
6. RETURN THE ORIGINAL SIGNED BALLOT IN THE ENCLOSED PRE-ADDRESSED POSTAGE-PAID ENVELOPE, BY HAND DELIVERY, OR BY OVERNIGHT COURIER TO SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AND CLAIMS AGENT BEFORE THE VOTING DEADLINE.
7. YOU MUST VOTE THE FULL AMOUNT OF THE CLAIM COVERED BY THIS BALLOT EITHER TO ACCEPT OR TO REJECT THE PLAN. YOU MAY NOT SPLIT YOUR VOTE. ANY EXECUTED BALLOT THAT PARTIALLY ACCEPTS AND PARTIALLY REJECTS THE PLAN WILL NOT BE COUNTED.
8. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN OR (B) INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
9. ANY BALLOT RECEIVED THAT IS ILLEGIBLE OR INCOMPLETE WILL NOT BE COUNTED.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF CLASS [•] CLAIMS

1. This Ballot is submitted to you to solicit your vote to accept or reject the Plan. **PLEASE READ THE DISCLOSURE STATEMENT AND THE PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. The Plan will be accepted by Class [•] if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class [•] that actually vote on the Plan. In the event that Class [•] rejects the Plan, the Bankruptcy Court may nevertheless confirm the Plan and thereby make it binding on you if the Bankruptcy Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class [•] and all other Classes or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or vote to reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

3. **Complete, sign, and return this Ballot to the Solicitation and Claims Agent so that it is <u>actually</u> received by the Solicitation and Claims Agent by no later**

than November 25, 2019 at 6:00 p.m. (prevailing Eastern Time), the Voting Deadline, unless such time is extended in writing by the Debtors in consultation with the Ad Hoc Group. Ballots must be delivered by either (a) the online balloting portal at www.kccllc.net/southcrossenergy by clicking on the "eBallot" section of the website (which will be visible during the solicitation period) or (b) first class mail with the enclosed envelope, by overnight courier, or by hand delivery to the Solicitation and Claims Agent at the following address:

Southcross Energy Partners L.P. Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

Ballots will not be accepted by telecopy, facsimile, e-mail, or other electronic means of transmission.

4. To properly complete this Ballot, you must follow the procedures described below:

a. if you hold a [•] Claim in Class [•], cast one vote to accept or reject the Plan by checking the appropriate box in Item 2;

b. if you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing and submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act);

c. if you also hold other Claims, you may receive more than one Ballot, labeled for a different Class of Claims and you should separately complete and submit a Ballot for each Class of Claims in which you hold Claims. Your vote will be counted in determining acceptance or rejection of the Plan by each particular Class of Claims only if you complete, sign, and return the Ballot labeled for that Class of Claims in accordance with the instructions on such Ballot. **YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHOM YOU HAVE A [•] CLAIM;**

d. if you believe that you have received the wrong Ballot, please contact the Solicitation and Claims Agent immediately;

e. provide your name and mailing address on your Ballot;

f. sign and date your Ballot, and provide the remaining information requested; and

g. return your Ballot using the enclosed pre-addressed return envelope, by hand delivery, or by overnight courier to your Nominee.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, DID NOT RECEIVE A RETURN ENVELOPE WITH YOUR BALLOT, DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT AND THE PLAN, OR NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE DEBTORS' SOLICITATION AND CLAIMS AGENT, KURTZMAN CARSON CONSULTANTS LLC, IN WRITING AT 222 N. PACIFIC COAST HIGHWAY, SUITE 300 EL SEGUNDO, CA 90245, OR BY TELEPHONE AT (866) 967-0671 (TOLL-FREE) OR (310) 751-2671 (IF CALLING FROM OUTSIDE THE U.S. OR CANADA).

PLEASE DO NOT DIRECT ANY INQUIRIES TO THE COURT.

PLEASE COMPLETE THE FOLLOWING:

Item 1. Amount of [●] Claim. The undersigned hereby certifies that as of the Record Date, the undersigned was the holder (or authorized signatory for a holder) of a Class [●] Claim, without regard to any accrued but unpaid interest.

Principal Amount of [●] Claims: $_____

Item 2. **Vote on the Plan**. The holder of a [●] Claim in Class [●] identified in Item 1 hereby votes to:

Check <u>one</u> box:	☐ to **Accept** the Plan.
	OR
	☐ to **Reject** the Plan.

Item 3. Important Information regarding Releases.[3]

Section 14.5 of the Plan contains the following injunction provisions:

> **(a) Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons or Entities who have held, hold or may hold Claims against and/or Interests in the Debtors or the Estates, and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and affiliates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons or any property, wherever located, of any such transferee or successor; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property, wherever located, of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law (including, without limitation, commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan) to the fullest extent permitted by applicable law, or (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or their Estates, or against the property or interests in property of the Debtors or their Estates, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and their respective properties and interest in properties; provided, however, that nothing contained in the Plan shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the Plan.**

[3] Need to update these sections with final versions of the same.

(b) By accepting Plan Distributions, each holder of an Allowed Claim or Interest will be deemed to have specifically consented to the injunctions set forth in section 14.5 of the Plan.

Section 14.6 of the Plan contains the following release provisions:

(a) **Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, the Released Parties[4] shall be deemed released and discharged by the Debtors and their Estates and the Plan Administrator from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, their Estates and the Plan Administrator or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity or that any holder of a Claim or Interest or other Entity would have been legally entitled to assert derivatively for or on behalf of the Debtors, or their Estates, based on, relating to or in any manner arising from, in whole or in part, the Debtors, their Estates, the Plan Administrator, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the DIP Credit Agreement, the Chapter 11 Cases, or, in each case, related agreements, instruments or other documents, or upon any other act or omission,**

[4] Under the Plan, "**Released Parties**" means each of the following in their capacity as such: (a) each member of the Ad Hoc Group; (b) the Prepetition Term Loan Lenders; (c) the Prepetition Revolving Credit Facility Lenders; (d) the Prepetition Term Loan Agent; (e) the Prepetition Revolving Credit Facility Agent; (f) the Debtors (for the avoidance of doubt, including the Liquidating Debtors and the Reorganized Debtors, as applicable); (g) the DIP Agent and DIP Lenders; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such party's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; provided, that no Person shall be a Released Party if it (a) opts out of the releases provided for in Article XIV of the Plan through a timely submitted ballot or (b) objects to the Plan.

transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided, that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against any other Released Party, and such Released Party does not abandon such Claim or Cause of Action upon request, then the release set forth in the Plan shall automatically and retroactively be null and void ab initio with respect to the Released Party bringing or asserting such Claim or Cause of Action; provided further that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors or (ii) any release or indemnification provided for in any settlement or granted under any other court order, provided that, in the case of (i) and (ii), the Debtors shall retain all defenses related to any such action. Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(b) <u>Releases by the Holders of Claims and Interests</u>. Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including the obligations of the Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, each Releasing Party[5] shall be deemed to have

[5] Under the Plan, "**Releasing Parties**" means collectively, (a) each Released Party described in clauses (a), (d), (e), and (f) thereof, (b) each holder of a Claim that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such holder's timely submitted Ballot to indicate that such holder elects to opt out of the release contained in the Plan and/or (iv) votes to reject the Plan and does not elect (as permitted on the Ballots) to opt out of

consented to the Plan and the restructuring embodied in the Plan for all purposes, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on, relating to or in any manner arising from, in whole or in part, the Debtors, the Estates, the Plan Administrator, the liquidation, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Releasing Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the DIP Credit Agreement, the Prepetition Revolving Credit Facility, the Prepetition Term Loan Agreement, or the Plan or the Disclosure Statement, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided that any holder of a Claim or Interest that elects to opt out of the releases contained in the Plan shall not receive the benefit of the releases set forth in the Plan (even if for any reason otherwise entitled). Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release

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the releases contained in the Plan, (c) each holder of a Claim in Classes 5, 6, 7, and 8 that does not object to the Plan, and (d) as to each of the foregoing Entities in clauses (a), (b), and (c) each such Entity's predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds and their current and former officers, directors, managers, partners, principals, shareholders, members, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals (in each case as to the foregoing Entities in clauses (a), (b) and (c), solely in their capacity as such).

described in the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (ii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(c) Notwithstanding anything to the contrary contained in the Plan, the releases set forth in Section 14.6 of the Plan shall not release any (i) claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against a Debtor or any of its officers, directors, or representatives and (ii) claims against any Person arising from or relating to such Person's gross negligence, willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

Section 14.7 of the Plan contains the following exculpation provisions:

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, to the maximum extent permissible under applicable law, none of the Exculpated Parties[6] shall have or incur any liability to any holder of any Claim or Interest or any other Person for any act or omission in connection with, or arising out of the Debtors' restructuring, including the negotiation, implementation and execution of the Plan, the Plan Supplement, the Chapter 11 Cases, the Prepetition Term Loan Agreement, the Prepetition Revolving Credit Facility Agreement, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to the promulgation and confirmation of the Plan except for gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court. For purposes of the foregoing, it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court conclusively will be deemed not to constitute gross negligence or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the applicable Persons shall be entitled to rely on the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan, and administration thereof. The Exculpated Parties have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the

[6] Under the Plan, "**Exculpated Parties**" means collectively, solely in their capacity as such, the Debtors, the Plan Administrator, and their respective subsidiaries, affiliates, current and former officers and directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professional Persons.

distributions of the securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

AS A HOLDER OF A CLAIM IN A VOTING CLASS UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 14.6(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THE RELEASE ONLY IF YOU DO NOT VOTE TO ACCEPT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN AND DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN, OR (C) VOTE TO REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISIONS OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES IN SECTION 14.6(b) OF THE PLAN.[7]

The undersigned holder of the [•] Claim in Class [•] set forth in Item 1 elects to:

☐ Opt Out of the Releases by Holders of Claims.

Item 4 . **Roll-Up DIP Claim Election**.[8] Under the Plan, each holder of an Allowed Roll-Up DIP Claim (x) that does not elect to be refinanced on its Ballot shall receive either (a) if the South Texas Sale is not consummated on or before the Effective Date, its Pro Rata Share of the Exit Term Loan or (b) if the South Texas Sale is consummated on or before to the Effective Date, Cash in the amount of the portion of the Sale Proceeds allocable to its Allowed Roll-Up DIP Claim in accordance with the terms of Section 3.04 of the DIP Credit Agreement, and (y) that elects to be refinanced on its ballot shall receive Cash in the amount of its Roll-Up DIP Claim in each case, in full and final satisfaction, settlement, release and discharge of its Roll-Up DIP Claim.

All holders of Allowed Roll-Up DIP Claims should check the box below if they wish to be refinanced:

☐ Refinance Allowed Roll-Up DIP Claim.

Item 5. **Certification as to [•] Claims held in Additional Accounts**. The undersigned hereby certifies that either (a) it has not submitted any other Ballots for other Class [•] Claims held in other accounts or other record names or (b) if it has submitted Ballots for other such Claims held in other accounts or other record names, then such Ballots indicate the same vote to accept or reject the Plan.

[8] For holders of Class 3 Prepetition Term Loan Claims only.

Item 6. **Acknowledgements and Certification.** By signing this Ballot, the undersigned acknowledges the following: (a) it has been provided with a copy of the Disclosure Statement and the Plan, including all exhibits thereto; (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Plan, the Disclosure Statement Order, and the procedures for the solicitation of votes to accept or reject the Plan contained therein; (c) it is the holder of the Class [•] Claim identified in Item 1 above as of **Monday, October 28, 2019**; and (d) it has full power and authority to vote to accept or reject the Plan and exercise elections with respect thereto.

Print or Type Name of Claimant:	
Last Four (4) Digits of Social Security or Federal Tax I.D. No. of Claimant:	
Signature:	
Name of Signatory (if different than Claimant):	
If by Authorized Agent, Title of Agent:	
Street Address:	
City, State, and Zip Code:	
Telephone Number:	
E-mail Address:	
Date Completed:	

This Ballot shall not constitute or be deemed a proof of Claim, an assertion of a Claim, or the allowance of a Claim.

EXHIBIT C

Notice of Non-Voting Status

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
Debtors.[1]	)	Jointly Administered

NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE that, by order dated [●], 2019 (the "**Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") approved the *Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* [D.I. [●]] (as may be amended, modified, or supplemented, the "**Disclosure Statement**") filed by the above-captioned debtors and debtors in possession (the "**Debtors**"), for use by the Debtors in soliciting acceptances or rejections to the *Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (the "**Plan**") from holders of Impaired Claims entitled to receive distributions under the Plan.

PLEASE TAKE FURTHER NOTICE THAT, UNDER THE TERMS OF THE PLAN, YOUR CLAIM(S) AGAINST AND/OR EQUITY INTEREST(S) IN THE DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE PLAN. CLAIMS IN CLASS 1 (PRIORITY NON-TAX CLAIMS) AND CLAIMS IN CLASS 2 (OTHER SECURED CLAIMS) ARE UNIMPAIRED AND DEEMED TO ACCEPT THE PLAN. CLAIMS IN CLASS 5 (GENERAL UNSECURED CLAIMS), CLASS 6 (SPONSOR NOTE CLAIMS), CLASS 7 (SUBORDINATED CLAIMS), AND CLAIMS IN CLASS 8 (EXISTING INTERESTS) ARE IMPAIRED AND DEEMED TO REJECT THE PLAN. IF YOU HAVE ANY QUESTIONS ABOUT THE STATUS OF YOUR CLAIM OR INTEREST YOU SHOULD CONTACT KURTZMAN CARSON CONSULTANTS LLC (THE "**SOLICITATION AND CLAIMS AGENT**") AT (866) 967-0671 (TOLL-FREE) OR (310) 751-2671 (IF CALLING FROM OUTSIDE THE U.S. OR CANADA).

[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.

PLEASE TAKE FURTHER NOTICE THAT YOU WILL NOT BE SERVED WITH A COPY OF THE ORDER, THE DISCLOSURE STATEMENT, OR THE PLAN. If you wish to review copies of the Order, the Disclosure Statement, or the Plan, you may obtain copies from (a) the Solicitation and Claims Agent at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/southcrossenergy, by writing to 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, or by telephone at (866) 967-0671 (toll-free) or (310) 751-2671 (if calling from outside the U.S. or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that, upon confirmation of the Plan, any non-voting party will be deemed to have granted the releases and consented to the exculpation and injunction provisions set forth in Article 14 of the Plan unless such party objects to the plan by the Objection Deadline (as defined below).

PLEASE TAKE FURTHER NOTICE that if you wish to challenge the Debtors' classification of your claim, you must file a motion, pursuant to Bankruptcy Rule 3018(a) (a "**Rule 3018 Motion**"), for an order temporarily allowing your Claim in a different classification or amount for purposes of voting to accept or reject the Plan and serve such motion on the Debtors so that it is received by **4:00 p.m. (prevailing Eastern Time) on the fifth day after the later of (i) service of the Confirmation Notice and (ii) service of notice of an objection, if any, to such Claim**. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018 Motion, such creditor's ballot will not be counted unless temporarily allowed by the Court for voting purposes, after notice and a hearing, prior to **November 25, 2019 at 6:00 p.m. (prevailing Eastern Time)** (*i.e.*, the last date fixed for creditors to vote to accept or reject the Plan). Rule 3018 Motions that are not timely filed and served in the manner set forth above will not be considered.

PLEASE TAKE FURTHER NOTICE that (i) the Court will hold a hearing to consider confirmation of the Plan (the "**Confirmation Hearing**") on **December 5, 2019 at 10:30 a.m. (prevailing Eastern Time)** before the Honorable Mary F. Walrath at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 4, Wilmington, Delaware 19801, and (ii) the deadline for filing objections to the confirmation of the Plan is **November 25, 2019 at 6:00 p.m. (prevailing Eastern Time)** (the "**Objection Deadline**"). The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors, in consultation with the Ad Hoc Group, of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court.

PLEASE TAKE FURTHER NOTICE that objections to confirmation of the Plan, if any, must (a) be in writing and (b) be filed with the Court and served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attention: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899 (Attention: Andrew R. Remming and Robert J. Dehney), (ii) 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 (Attention: Joseph G. Minias, Paul V. Shalhoub, and Deborah McElligott), and (B) Young Conaway

Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Matthew B. Lunn), (iii) counsel to the administrative agent under Southcross's prepetition secured revolving credit facility, prepetition secured term loan facility, and the post-petition credit facility, (A) Arnold & Porter Kaye Scholer LLP, 70 W. Madison Street, Suite 4200, Chicago, IL 60614 (Attention: Seth J. Kleinman), (B) Arnold & Porter Kaye Scholer LLP, 250 W. 55th Street, New York, NY 10019 (Attention: Alan Glantz), and (C) Duane Morris, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801 (Attention: Christopher M. Winter), (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attention: Richard Schepacarter), and (v) counsel to Southcross Holdings LP and its non-Debtor subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022 (Attention: Natasha Labovitz) and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899 (Attention: William P. Bowden), so that they are received **no later than the Confirmation Objection Deadline**. The Debtors shall, if they deem necessary in their discretion, file a consolidated reply to any such objections and/or any affidavits or declarations in support of approval of the Plan by no later than **December 3, 2019** (or two calendar days prior to the date of any adjourned Confirmation Hearing).

EXHIBIT D

Confirmation Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
	)	Jointly Administered
Debtors.[1]	)	

NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR CASTING VOTES TO ACCEPT OR REJECT THE PLAN, AND (III) THE HEARING TO CONSIDER CONFIRMATION OF THE PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On __, 2019, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed (a) the *Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (the "**Plan**") and (b) the *Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors*, (the "**Disclosure Statement**").[2]

2. Pursuant to an order, dated __, 2019 [D.I. [•]] (the "**Order**"), the United States Bankruptcy Court for the District of Delaware (the "**Court**") approved the Disclosure Statement.

[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 Disclosure Statement and the Plan, as applicable.

3. A hearing (the "**Confirmation Hearing**") to consider confirmation of the Plan will be held before The Honorable Mary F. Walrath, United States Bankruptcy Judge, in the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 4, Wilmington, Delaware 19801, **on December 5, 2019 at 10:30 a.m. prevailing Eastern Time.** The Confirmation Hearing may be continued from time to time without further notice other than the announcement by the Debtors, in consultation with the Ad Hoc Group, of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice filed with the Court.

4. Objections to confirmation of the Plan, if any, must (a) be in writing and (b) be filed with the Court and served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attention: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899 (Attention: Andrew R. Remming and Robert J. Dehney), (ii) 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 (Attention: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Matthew B. Lunn), (iii) counsel to the administrative agent under Southcross's prepetition secured revolving credit facility, prepetition secured term loan facility, and the post-petition credit facility, (A) Arnold & Porter Kaye Scholer LLP, 70 W. Madison Street, Suite 4200, Chicago, IL 60614 (Attention: Seth J. Kleinman), (B) Arnold & Porter Kaye Scholer LLP, 250 W. 55th Street, New York, NY 10019 (Attention: Alan Glantz), and (C) Duane Morris, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801 (Attention: Christopher M. Winter), (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207,

Lockbox 35, Wilmington, DE 19801 (Attention: Richard Schepacarter), and (v) counsel to Southcross Holdings LP and its non-Debtor subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022 (Attention: Natasha Labovitz) and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899 (Attention: William P. Bowden), so that they are received **no later than 6:00 p.m. (prevailing Eastern Time) on November 25, 2019** (the "**Confirmation Objection Deadline**"). The Debtors shall, if they deem necessary in their discretion, file a consolidated reply to any such objections and/or any affidavits or declarations in support of approval of the Plan by no later than December 3, 2019 (or two calendar days prior to the date of any adjourned Confirmation Hearing).

5. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the Plan. If you are a holder of a Claim against the Debtors as of **October 28, 2019** and entitled to vote, you have received with this Notice, a ballot form (a "**Ballot**"), and instructions for completing the Ballot.

6. For a vote to accept or reject the Plan to be counted, the holder of a Ballot must complete all required information on the Ballot, execute the Ballot, and return the completed Ballot in accordance with the instructions, so that it is received by **6:00 p.m. (prevailing Eastern Time) on November 25, 2019** (the "**Voting Deadline**"), which deadline may be extended by the Debtors in consultation with the Ad Hoc Group. Any failure to follow the instructions included with the Ballot, or to return a properly completed Ballot so that it is received by the Voting Deadline, may disqualify such Ballot and vote on the Plan. **You may also be eligible to submit a Ballot electronically. If you wish to do so, please visit the following web address and follow the instructions on that web address:**

http://www.kccllc.net/southcrossenergy. The rules and procedures for the tabulation of the votes are outlined in the Order.

7. If a holder of a Claim wishes to challenge the allowance or disallowance of a Claim for voting purposes under the Tabulation Procedures (as defined in the Order), such person or entity must file a motion, pursuant to Bankruptcy Rule 3018(a), for an order temporarily allowing its Claim in a different amount or classification for purposes of voting to accept or reject the Plan (a "**Rule 3018 Motion**") and serve the Rule 3018 Motion on the Debtors so that it is received no later than **4:00 p.m. (prevailing Eastern Time) on the fifth day after the later of (a) service of the Confirmation Notice and (b) service of notice of an objection, if any, to such Claim**. The Debtors, or any other party in interest, shall have until November 25, 2019 to file and serve any responses to such motions. Unless the Bankruptcy Court orders otherwise, such Claim will not be counted for voting purposes in excess of the amount determined in accordance with the Tabulation Procedures.

8. Section 14.5 of the Plan contains the following injunction provisions:

(a) Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons or Entities who have held, hold or may hold Claims against and/or Interests in the Debtors or the Estates, and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and affiliates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons or any property, wherever located, of any such transferee or successor; (ii) enforcing, levying, attaching (including any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, wherever located, of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property, wherever located, of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors or their Estates or any of their property, wherever located, or any direct or indirect transferee of any property, of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law (including, without limitation, commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan) to the fullest extent permitted by applicable law, or (v) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or their Estates, or against the property or interests in property of the Debtors or their Estates, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and their respective properties and interest in properties; provided, however, that nothing contained in the Plan shall preclude such Persons from exercising their rights, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting Plan Distributions, each holder of an Allowed Claim or Interest will be deemed to have specifically consented to the injunctions set forth in section 14.5 of the Plan.

9. Section 14.6 of the Plan contains the following release provisions:

(a) Releases by the Debtors. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, the Released Parties[3] shall be deemed released and discharged by the Debtors and their Estates and the Plan Administrator from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, their Estates and the Plan Administrator or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity or that any holder of a Claim or Interest or other Entity would have been legally entitled to assert derivatively for or on behalf of the Debtors, or their Estates, based on, relating to or in any manner arising from, in whole or in part, the Debtors, their Estates, the Plan Administrator, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the DIP Credit Agreement, the Chapter 11 Cases, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided,

[3] Under the Plan, "**Released Parties**" means each of the following in their capacity as such: (a) each member of the Ad Hoc Group; (b) the Prepetition Term Loan Lenders; (c) the Prepetition Revolving Credit Facility Lenders; (d) the Prepetition Term Loan Agent; (e) the Prepetition Revolving Credit Facility Agent; (f) the Debtors (for the avoidance of doubt, including the Liquidating Debtors and the Reorganized Debtors, as applicable); (g) the DIP Agent and DIP Lenders; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such party's current and former affiliates and subsidiaries, and such Entities' and their current and former affiliates' and subsidiaries' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, each in their capacity as such; provided, that no Person shall be a Released Party if it (a) opts out of the releases provided for in Article XIV of the Plan through a timely submitted ballot or (b) objects to the Plan.

that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against any other Released Party, and such Released Party does not abandon such Claim or Cause of Action upon request, then the release set forth in the Plan shall automatically and retroactively be null and void ab initio with respect to the Released Party bringing or asserting such Claim or Cause of Action; provided further that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors or (ii) any release or indemnification provided for in any settlement or granted under any other court order, provided that, in the case of (i) and (ii), the Debtors shall retain all defenses related to any such action. Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in the Plan is: (i) in exchange for the good and valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (iii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

(b) Releases by the Holders of Claims and Interests. Except as otherwise specifically provided in the Plan or the Confirmation Order, on and after the Effective Date, for good and valuable consideration, including the obligations of the Debtors under the Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, each Releasing Party[4] shall be deemed to have

[4] Under the Plan, "**Releasing Parties**" means collectively, (a) each Released Party described in clauses (a), (d), (e), and (f) thereof, (b) each holder of a Claim that (i) votes to accept the Plan, (ii) is conclusively deemed to have accepted the Plan, (iii) receives a Ballot but abstains from voting on the Plan and does not check the appropriate box on such holder's timely submitted Ballot to indicate that such holder elects to opt out of the release contained in the Plan and/or (iv) votes to reject the Plan and does not elect (as permitted on the Ballots) to opt out of the releases contained in the Plan, (c) each holder of a Claim in Classes 5, 6, 7, and 8 that does not object to the Plan, and (d) as to each of the foregoing Entities in clauses (a), (b), and (c) each such Entity's predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds and their current and former officers,

consented to the Plan and the restructuring embodied in the Plan for all purposes, and shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on, relating to or in any manner arising from, in whole or in part, the Debtors, the Estates, the Plan Administrator, the liquidation, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Releasing Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Plan Administrator Agreement, the DIP Credit Agreement, the Prepetition Revolving Credit Facility, the Prepetition Term Loan Agreement, or the Plan or the Disclosure Statement, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided that any holder of a Claim or Interest that elects to opt out of the releases contained in the Plan shall not receive the benefit of the releases set forth in the Plan (even if for any reason otherwise entitled). Notwithstanding anything contained in the Plan to the contrary, the foregoing release shall not release any obligation of any party under the Plan or any document, instrument or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute its finding that each release described in the Plan is: (i) in exchange for the good and

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directors, managers, partners, principals, shareholders, members, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals (in each case as to the foregoing Entities in clauses (a), (b) and (c), solely in their capacity as such).

valuable consideration provided by the Released Parties, a good faith settlement and compromise of such Claims; (ii) in the best interests of the Debtors and all holders of Interests and Claims; (ii) fair, equitable and reasonable; (iv) given and made after due notice and opportunity for hearing; and (v) a bar to the Debtors asserting any claim, Cause of Action or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property

(c) Notwithstanding anything to the contrary contained in the Plan, the releases set forth in Section 14.6 of the Plan shall not release any (i) claims against any Person to the extent such Person asserts a crossclaim, counterclaim and/or claim for setoff which seeks affirmative relief against a Debtor or any of its officers, directors, or representatives and (ii) claims against any Person arising from or relating to such Person's gross negligence, willful misconduct, each as determined by a Final Order of the Bankruptcy Court.

10. Section 14.7 of the Plan contains the following exculpation provisions:

On the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, for good and valuable consideration, to the maximum extent permissible under applicable law, none of the Exculpated Parties[5] shall have or incur any liability to any holder of any Claim or Interest or any other Person for any act or omission in connection with, or arising out of the Debtors' restructuring, including the negotiation, implementation and execution of the Plan, the Plan Supplement, the Chapter 11 Cases, the Prepetition Term Loan Agreement, the Prepetition Revolving Credit Facility Agreement, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, including all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities leading to the promulgation and confirmation of the Plan except for gross negligence or willful misconduct, each as determined by a Final Order of the Bankruptcy Court. For purposes of the foregoing, it is expressly understood that any act or omission effected with the approval of the Bankruptcy Court conclusively will be deemed not to constitute gross negligence or willful misconduct unless the approval of the Bankruptcy Court was obtained by fraud or misrepresentation, and in all respects, the applicable Persons shall be entitled to rely on the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan,

[5] Under the Plan, "**Exculpated Parties**" means collectively, solely in their capacity as such, the Debtors, the Plan Administrator, and their respective subsidiaries, affiliates, current and former officers and directors, principals, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and all other retained Professional Person.

and administration thereof. The Exculpated Parties have, and upon confirmation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the distributions of the securities pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

11. AS A HOLDER OF A CLAIM IN A VOTING CLASS UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASE CONTAINED IN SECTION 14.6(b) OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THE RELEASE ONLY IF YOU DO NOT VOTE TO ACCEPT THE PLAN. IF YOU (A) VOTE TO ACCEPT THE PLAN, (B) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN AND DO NOT OPT OUT OF OR OBJECT TO THE RELEASE PROVISIONS OF THE PLAN, OR (C) VOTE TO REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISIONS OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES IN SECTION 14.6(b) OF THE PLAN.

12. COPIES OF THE DISCLOSURE STATEMENT, THE PLAN, AND THE ORDER MAY BE OBTAINED AND/OR ARE AVAILABLE FOR REVIEW FREE OF CHARGE AT THE WEBSITE OF KURTZMAN CARSON CONSULTANTS LLC, THE NOTICE, CLAIMS, SOLICITATION AND BALLOTING AGENT RETAINED THE BY DEBTORS IN THE CHAPTER 11 CASES (THE "SOLICITATION AND CLAIMS AGENT"), HTTP://WWW.KCCLLC.NET/SOUTHCROSSENERGY, OR BY CONTACTING THE SOLICITATION AND CLAIMS AGENT BY EMAIL, SOUTHCROSSINFO@KCCLLC.COM, OR TELEPHONE, (866) 967-0671 (TOLL-FREE) OR, FOR INTERNATIONAL CALLERS, OR (310) 751-2671.

Dated: October 4, 2019
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS ARSHT & TUNNELL LLP

/s/ Draft

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Counsel to the Debtors and Debtors in Possession

EXHIBIT E

Disclosure Statement Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,	)	Case No. 19-10702 (MFW)
	)	Jointly Administered
Debtors.[26]	)	
	)	Proposed Hearing Date:
	)	October 28, 2019 at 10:30 a.m. (EDT)
	)	Proposed Obj. Deadline:
	)	October 21, 2019 at 4:00 p.m. EDT)

NOTICE OF DISCLOSURE STATEMENT HEARING

PLEASE TAKE NOTICE that, on October 4, 2019, Southcross Energy Partners, L.P. ("**Southcross**"), Southcross Energy Partners GP, LLC, (the "**Southcross GP**"), and Southcross's wholly owned direct and indirect subsidiaries, each of which is a debtor and debtor in possession (collectively, the "**Debtors**") filed (i) the *Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (as may be modified, amended, or supplemented from time to time, the "**Plan**") and (ii) the *Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors* (as modified, amended, or supplemented from time to time, the "**Disclosure Statement**").[27]

[26] 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.

[27] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan or Disclosure Statement. The Debtors reserve the right to amend, supplement, or modify the Plan or the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that the Debtors remain focused on reaching consensus on a plan of reorganization among their creditors and will modify the Plan and Disclosure Statement as necessary during this process.

PLEASE TAKE FURTHER NOTICE that, on October 4, 2019, the Debtors filed the *Motion of Debtors for Entry of an Order (I) Approving the Disclosure Statement, (II) Establishing Procedures for the Solicitation and Tabulation of Votes to Accept or Reject the Plan, (III) Approving the Form of Ballot and Solicitation Materials, (IV) Establishing the Voting Record Date, (V) Fixing the Date, Time, and Place for the Confirmation Hearing and the Deadline for Filing Objections Thereto, and (VI) Approving Related Notice Procedures* (the "**Motion**") seeking entry of an order, among other things, (a) scheduling dates and deadlines in connection with the approval of the Disclosure Statement and the confirmation of the Plan and (b) establishing certain protocols in connection with those proceedings.

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, the Motion or related documents, you may obtain a copy from (a) Kurtzman Carson Consultants LLC at no charge by accessing the Debtors' restructuring website at http://www.kccllc.net/southcrossenergy, by writing to 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by telephone at (866) 967-0671 (toll-free) or (310) 751-2671 (if calling from outside the U.S. or Canada) or (b) for a fee via PACER at http://www.deb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE that contemporaneously with the filing of the Plan, the Disclosure Statement, and the Motion, the Debtors have also filed a motion (the "**Motion to Shorten**") requesting that a hearing on the Disclosure Statement and the Motion (the "**Disclosure Statement Hearing**") commence before the Honorable Mary F. Walrath, United States Bankruptcy Judge, on **October 28, 2019 at 10:30 a.m. (prevailing Eastern Time)**, in the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 4, Wilmington, Delaware 19801 (the "**Court**").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Motion to Shorten, the proposed deadline for filing objections to the Disclosure Statement and the Motion is **October 21, 2019 at 4:00 p.m. (prevailing Eastern Time) (the "Objection Deadline")**. Any objections to the relief sought at the Disclosure Statement Hearing must: (a) be in writing and (b) be filed with the Court and served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attention: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer) and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, P.O. Box 1347, Wilmington, DE 19899 (Attention: Andrew R. Remming and Robert J. Dehney), (ii) 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 (Attention: Joseph G. Minias, Paul V. Shalhoub, and Deborah McElligott), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Matthew B. Lunn), (iii) counsel to the administrative agent under Southcross's prepetition secured revolving credit facility, prepetition secured term loan facility, and the post-petition credit facility, (A) Arnold & Porter Kaye Scholer LLP, 70 W. Madison Street, Suite 4200, Chicago, IL 60614 (Attention: Seth J. Kleinman), (B) Arnold & Porter Kaye Scholer LLP, 250 W. 55th Street, New York, NY 10019 (Attention: Alan Glantz), and (C)

Duane Morris, LLP, 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801 (Attention: Christopher M. Winter), (iv) the Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attention: Richard Schepacarter), and (v) counsel to Southcross Holdings LP and its non-Debtor subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022 (Attention: Natasha Labovitz) and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899 (Attention: William P. Bowden), so as to be actually received on or before the Objection Deadline.

Dated: October 4, 2019
Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS ARSHT & TUNNELL LLP

/s/ Draft

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