

Fill in this information to identify the case:Debtor 1 Southcross Energy GP LLCDebtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 19-10702**Official Form 410****Proof of Claim**

04/19

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

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

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

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

Part 1: Identify the Claim

1. Who is the current creditor?		CIT Bank NA Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	Bankruptcy Processing Solutions, Inc		
	Name		Name
	PO Box 593007		
	Number Street		Number Street
San Antonio TX 78259			
City State ZIP Code		City State ZIP Code	
Contact phone 210-382-3201		Contact phone _____	
Contact email staceygray@aol.com		Contact email _____	
RECEIVED MAY 20 2019 CURTIS M. CARLSON CONSULTANTS			
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 0 0 6

7. How much is the claim? \$ 11,981.13 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Lease for Xerox s/n MX4480984 AND MX4480764

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____**Annual Interest Rate** (when case was filed) _____ %☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

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

☒ No

☐ Yes. Check one:

Amount entitled to priority

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

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

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 04/29/2019
MM / DD / YYYY

Amy Tate
Signature

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

Name Amy Tate
First name Middle name Last name

Title VP Portfolio Servicing

Company Bankruptcy Processing Solutions, Inc
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 593007
Number Street

San Antonio TX 78259
City State ZIP Code

Contact phone 210-382-3201 Email staceyrggray@aol.com

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MAY 20 2019

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Rental Agreement Number: _____



Cost Per Image Rental Agreement

This Cost Per Image Rental Agreement (the "Agreement") has been written in "Plain English". When we use the words you and your in this Agreement, we mean you, our customer, which is the Customer Indicated below. When we use the words we, us, and our in this Agreement, we mean the Owner, CIT Bank, N.A.

Equipment Make & Model

Serial Number

Accessories

2 Xerox W7845PT2

For additional equipment and accessories, attach addendum.

Image Terms

Rental Term
In Months 36Base Monthly Usage
Payment \$ 1,182.50
(plus applicable taxes)

Image Type	Per Image Charge	Minimum Number of Images	Excess Per Image Charge
Black & White		3000	.0133
Color		3000	.069
Other			
Other			

Excess Per Image Billing Frequency (default is monthly)
☐ Monthly ☒ Quarterly ☐ Semi-Annual ☐ Annual

You agree to pay at the time you sign this Agreement:

Advanced Payment \$ _____ Plus Applicable Taxes
 Documentation Fee \$75.00 Payable with First Invoice

Supplier

Dahl
 Name
 802 N. Caranahua #2200
 Street Address
 Corpus Christi, TX 78401
 City, State, Zip

DATA SECURITY: Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customers/clients/vendors, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or returned by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

Customer

SOUTHCROSS ENERGY GP LLC

Full Legal Name

"Doing Business As" Name

Billing Street Address

750 Town and Country Blvd, Suite 950

Billing City, State, Zip

Houston TX 77024

Contact Name & Phone No.

Doug Reed 214-978-3780

Equipment Address (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT:

(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

OWNER: CIT Bank, N.A.
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

Authorized Signature

9/30/16
Date Signed

Printed Name

Print Title

Authorized Signatory

CUSTOMER SIGNATURE

SOUTHCROSS ENERGY GP LLC

Customer Legal Name

[Signature] x 9/30/16
 Date Signed

Printed Name

DOUGLAS N. REED

Print Signer's Name

Or if IT

Print Signer's Title

Federal Tax ID Number

[illegible]

estimated Total Cash Price. You will not be able to cancel this Agreement and it is NON-CANCELABLE. You agree to inspect the Equipment prior to the minimum number of days of the Agreement. **1. COMMENCEMENT OF AGREEMENT; DELIVERY AND ACCEPTANCE.** You agree to inspect the Equipment in person before delivery to verify it is in good working order. This Agreement will begin on the date when the Equipment is shown delivery to verify it is in good working order. You agree to pay the Documentation Fee with your first invoice and the Advance delivered to you ("Insurance Dues"). The Equipment will be delivered in accordance with the following terms: **1.1. Documentation Fee:** a) The delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") b) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") c) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") d) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") e) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") f) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") g) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") h) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") i) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") j) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") k) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") l) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") m) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") n) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") o) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") p) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") q) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") r) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") s) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") t) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") u) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") v) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") w) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") x) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") y) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee") z) the delivery to us of a signed Delivery and Acceptance Certificate (in our name) (the "Documentation Fee")

[illegible][illegible][illegible]

8. TITLE: RECORDS: You are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless otherwise provided, you agree that this transaction is a true lease. However, if this transaction is deemed to be a rental intended to secure, you grant us a purchase money security interest in the Equipment (including any improvements, attachments, addendums, modifications and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. You **THIRDS** US TO FILE A COPY OF THIS AGREEMENT AS A FINANCING STATEMENT AND ALSO AUTHORIZE US TO FILE FINANCING STATEMENTS COVERING THE EQUIPMENT.

AGREEMENT AS A THRESHOLD CONDITION FOR THE AGREEMENT OF THE EMPLOYMENT.

8. DEFAULT. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Unpaid Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Agreement or in any other agreement or contract with us or with any of our affiliates; and this failure constitutes for 30 days after we have notified you of it; (c) you become insolvent, you declare, you assign your assets for the benefit of your creditors, you seek, or otherwise become subject to, bankruptcy, reorganization, liquidation, or receivership; or (d) you are subject to any of the following events listed in clauses (a) through (c) or substantially all of your assets, or you enter voluntarily or involuntarily into any bankruptcy or receivership proceedings; (e) without our prior written consent, which may not be unreasonably withheld or delayed, you merge, reorganize, or otherwise change your corporate structure; or (f) you are not the sole owner of the company or entity or you are not the sole owner of the company or entity with any other entity and you are not the survivor of such merger or consolidation; or (g) any guarantor of this Agreement or any other debt of you or of any of our affiliates is not the survivor of such merger or consolidation. If you or any of our affiliates or guarantors is not the survivor of such merger or consolidation, you shall be deemed to be in default under this Agreement. If you are in default under this Agreement, we may cancel or terminate this Agreement and you shall be deemed to have breached this Agreement.

[illegible][illegible]

AND REMEDIES CONFERRED UPON A CUSTOMER BY PURSUANCE OF THIS AGREEMENT SHALL NOT BE AFFECTED BY THE FAILURE OF THE CUSTOMER TO COMPLY WITH THE TERMS OF THIS AGREEMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEND THE EQUIPMENT OR YOUR INTEREST IN THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY DENIED. YOU MAY, WITHOUT NOTIFYING US, LEASE, ASSIGN, OR TRANSFER THIS AGREEMENT AND OUR RIGHTS TO THE EQUIPMENT. WE AGREE THAT THE NEW OWNER WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE HAVE NOW UNDER THIS AGREEMENT BUT NOT OUR OBLIGATIONS, WHICH THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU MAY HAVE AGAINST US. THE DEPTH OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU MAY HAVE AGAINST US.

[illegible]

14. **INDEMNIFICATION.** You (Licensee) are responsible for, and agree to indemnify and hold us harmless from, any and all claims, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of contract, tort, negligence, or otherwise caused by or resulting in the manufacture, installation, ownership, maintenance, use, lease, possession, liability or otherwise caused by or resulting in the manufacture, installation, ownership, maintenance, use, lease, possession, delivery of the Equipment and/or all costs and damages we incur by us relating to any Claim. You agree to reimburse us, and if we are required, to defend us, in your own cost and expense, against any Claim. You agree that your obligations under this Agreement shall survive the termination or expiration of this Agreement.

Section 14 shall survive the termination of this agreement. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT INFORMATION, FINANCIAL STATEMENTS, YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. YOU AGREE TO PROVIDE US COPIES OF YOUR BALANCE SHEET, INCOME STATEMENT AND OTHER FINANCIAL REPORTS SO WE CAN REASONABLY REQUEST.

[illegible][illegible][illegible][illegible][illegible]

LEASE NAME:	SOUTHCROSS ENERGY GP LLC
Lease Number:	[REDACTED] 000
CASE Number:	19-10702 - Lead; 19-10706 - Affiliated

Gross Contract Amount	\$	34,200.00		
Payments Made	\$	(28,500.00)		
Contract Balance	\$	5,700.00		
Residual	\$	5,226.54		
Number of PV Payments to PV	\$	6.00		
PV of Payments	\$	5,634.09	8.25%	Sales Tax Rate
PV of Residual	\$	5,123.22		
Past Due (excluding taxes)	\$	-		
Taxes on Past due + PV Amt	\$	887.48		
Plus Late Fees	\$	-		
Miscellaneous Fees	\$	336.35		
Renewal Payments	\$	-		
Plus Property Taxes	\$	-		
Plus Other Fees	\$	-		
Payment after C/O or Net Sale \$\$ recved - use a net	\$	-		
Last Payment Date		3/14/2019		
DEFICIENCY LEASE BALANCE	\$	11,981.13		
Accrued Interest	\$	-		
DEFICIENCY CLAIM BALANCE PLUS Accrued INTEREST	\$	11,981.13		

Attach Summary To Claim