Case 19-10702-MFW Doc 106 Filed 00/22/10 Docket #0496 Date Filed: 09/23/2019

IN THE UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re:

SOUTHCROSS ENERGY PARTNERS, L.P., *et al.*,

Debtors.¹

Chapter 11

Case No. 19-10702 (MFW)

Jointly Administered

SECOND SUPPLEMENTAL NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**") on April 1, 2019 (the "**Petition Date**").

PLEASE TAKE FURTHER NOTICE that, on May 22, 2019, the Debtors filed a motion [D.I. 225] (the "**Bidding Procedures Motion**") with the Court seeking entry of orders, among other things, approving (a) procedures for the solicitation of bids in connection with the proposed sale(s) (the "**Sale Transaction(s)**") of all or substantially all of the Debtors' assets (collectively, the "**Bid Assets**"), subject to an auction process (the "**Auction**") that contemplates the possible selection of one or more stalking horse bidders (the "**Stalking Horse Bidder(s**)")², (b) the form and manner of notice related to the Sale Transaction(s), and (c) procedures for the assumption and assignment of contracts and leases in connection with the Sale Transaction(s) (the "**Assumption and Assignment Procedures**").

² As described below, to date the Court has approved the designation of two Stalking Horse Bidders.



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, on June 13, 2019, the Court entered an order [D.I. 324] (the "**Bidding Procedures Order**")³ approving, among other things, the Bidding Procedures, which established the key dates and times related to the Sale Transaction(s), the Auction, and the Assumption and Assignment Procedures. Current dates and deadlines are set forth in the *Notice of Revised Sale Timeline* [D.I. 493], filed on September 19, 2019, and below in this Second Supplemental Notice (as defined below).

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

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

PLEASE TAKE FURTHER NOTICE that, on August 23, 2019, in accordance with the Bidding Procedures Order, the Debtors filed a motion [D.I. 439] (the "**MS/AL Stalking Horse Motion**"), seeking entry of an order, among other things, approving (a) the designation of Magnolia Infrastructure Holdings, LLC as the Stalking Horse Bidder with respect to the sale of the MS/AL Assets (as defined therein) and (b) the Expense Reimbursement (as defined therein). On August 30, 2019, the Court entered an order [D.I. 454] approving the MS/AL Stalking Horse Motion. On September 13, 2019, the Debtors filed a *Notice of Revised Asset Purchase Agreement* with respect to the MS/AL Assets [D.I. 470], which attached thereto as <u>Exhibit A</u> the executed asset purchase agreement that will serve as the Stalking Horse Bid for the MS/AL Assets.

PLEASE TAKE FURTHER NOTICE, that on August 24, 2019, in accordance with the Bidding Procedures Order, the Debtors filed a motion [D.I. 440] (the "**CCPN Stalking Horse Motion**"), seeking entry of an order, among other things, approving (a) the designation of Kinder Morgan Tejas Pipeline LLC as the Stalking Horse Bidder with respect to the sale of the CCPN Assets (as defined therein) and (b) the Bid Protections (as defined therein). On August 30, 2019,

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

the Court entered an order [D.I. 455] approving the CCPN Stalking Horse Motion. On September 13,2019, the Debtors filed a *Notice of Revised Asset Purchase Agreement* with respect to the CCPN Assets [D.I. 471], which attached thereto as <u>Exhibit A</u> the executed asset purchase agreement that will serve as the Stalking Horse Bid for the CCPN Assets.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, the Debtors hereby file this *Second Supplemental Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* (together with the Second Supplemental Potential Assumed Contracts Schedule (as defined below), this "**Second Supplemental Notice**"), which attaches hereto as <u>Exhibit A</u> a schedule of certain Potential Assumed Contracts (the "**Second Supplemental Potential Assumed Contracts Schedule**"), in supplement of the First Supplemental Potential Assumed Contracts Schedule. Upon the filing of this Second Supplemental Notice, the First Supplemental Potential Assumed Contracts Schedule shall be deemed to include the Second Supplemental Potential Assumed Contracts Schedule. The Second Supplemental Potential Assumed Contracts Schedule.

PLEASE TAKE FURTHER NOTICE that the outstanding "Cure Costs" listed on the Second Supplemental Potential Assumed Contracts Schedule, if any (whether or not modified from a previously stated amount), are the cure costs calculated as of the Petition Date and necessary for the assumption and assignment of the applicable contract or lease. Each Cure Cost listed on the Second Supplemental Potential Assumed Contracts Schedule represents all liabilities of any nature of the Debtors arising under an Assumed Contract or Assumed Lease as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date. Listing a contract or lease on the Second Supplemental Potential Assumed Contracts Schedule does not constitute an admission by the Debtors as to the validity or enforceability of any such contract or lease, that such contract is an executory contract or unexpired lease, or that such contract or lease was in effect on the Petition Date. Similarly, the omission of a contract or lease from the Second Supplemental Potential Assumed Contracts Schedule does not constitute an admission by the Debtors as to the lack of validity or enforceability of any such contract or lease, that such omitted contract or lease is not an executory contract or an unexpired lease, or that such contract or lease was not in effect on the Petition Date. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, leases, or other agreements set forth on the Second Supplemental Potential Assumed Contracts Schedule (and, for the avoidance of doubt, the First Supplemental Potential Assumed Contracts Schedule of which the Second Supplemental Potential Assumed Contracts Schedule is a part and the Potential Assumed Contracts Schedule) and to amend or supplement the Second Supplemental Potential Assumed Contracts Schedule (and the First Supplemental Potential Assumed Contracts Schedule of which the Second Supplemental Potential Assumed Contracts Schedule is a part) as necessary, in accordance with the Bidding Procedures Order. Certain of the contracts and leases listed on the Second Supplemental Potential Assumed Contracts Schedule may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, and other miscellaneous

rights. Such rights, powers, duties, and obligations are not set forth separately on the Second Supplemental Potential Assumed Contracts Schedule.

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN **IDENTIFIED AS A COUNTERPARTY TO A CONTRACT OR LEASE LISTED ON** THE SECOND SUPPLEMENTAL POTENTIAL ASSUMED CONTRACTS SCHEDULE THAT WAS EITHER NOT LISTED PREVIOUSLY ON THE FIRST SUPPLEMENTAL POTENTIAL ASSUMED CONTRACTS SCHEDULE OR WAS LISTED **INCORRECTLY**. Under the terms of the Assumption and Assignment Procedures, (a) at or prior to the closing of the Sale Transaction(s), a Successful Bidder may elect, in its sole and absolute discretion, (i) to exclude any contract or lease on the Second Supplemental Potential Assumed Contracts Schedule as an Assumed Contract or Assumed Lease, as applicable (in which case it shall become an Excluded Contract or Excluded Lease, as applicable), or (ii) to include on the Proposed Assumed Contracts Schedule any contract or lease listed on the Second Supplemental Potential Assumed Contracts Schedule, by providing to the Debtors written notice of its election to exclude or include such contract or lease, as applicable, (b) if the Debtors or any Successful Bidder identify during the pendency of the Chapter 11 Cases (before or after the closing of the Sale Transaction(s)) any contract or lease that is not listed on the Proposed Assumed Contracts Schedule, and such contract or lease has not been rejected by the Debtors, the Successful Bidder may in its sole and absolute discretion elect by written notice to the Debtors to treat such contract or lease as an Assumed Contract or Assumed Lease, as applicable, and the Debtors shall seek to add such Assumed Contract or Assumed Lease to the Second Supplemental Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule, as applicable, in accordance with Paragraph 31 of the Bidding Procedures Order, and (c) following the Auction, the Debtors may, in accordance with the applicable Asset Purchase Agreement, or as otherwise agreed by the Debtors and the Successful Bidder(s), at any time before the closing of the Sale Transaction(s), modify the previously-stated Cure Costs associated with any Proposed Assumed Contract. The Assumption and Assignment Procedures further provide that any Counterparty whose previously-stated Cure Cost is modified will receive notice thereof and an opportunity to file a Supplemental Assumption and Assignment Objection. The assumption and assignment of the Contracts and Leases on the Second Supplemental Potential Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors' or Successful Bidder's right to remove an Assumed Contract or Assumed Lease from the Second Supplemental Potential Assumed Contracts Schedule, the First Supplemental Potential Assumed Contracts Schedule (of which the Second Supplemental Potential Assumed Contracts Schedule is a part), and the Proposed Assumed **Contracts Schedule.**

Obtaining Additional Information

Copies of the Bidding Procedures Motion and the Bidding Procedures Order, as well as all related exhibits (including the Bidding Procedures) and all other documents referenced herein or filed with the Court, are available free of charge on the Debtors' case information website, located at *http://www.kccllc.net/southcrossenergy*, or can be requested by email at SouthcrossInfo@kccllc.com.

Filing Assumption and Assignment Objections

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assumed Contract or Assumed Lease (an "Assumption and Assignment Objection") with respect to the ability of a Successful Bidder to provide adequate assurance of future performance, must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof (including, if applicable, the Cure Cost that the Counterparty believes is required to cure defaults under the relevant Assumed Contract or Assumed Lease), and (d) by no later than October 21, 2019 at 12:00 p.m. (prevailing Eastern Time) (the "Assumption and Assignment Objection **Deadline**"), (i) be filed with the Court and (ii) be served on (A) counsel to the Debtors, (1) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer and (2) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney, Andrew R. Remming, Joseph C. Barsalona II, and Eric W. Moats; (B) counsel to Wells Fargo Bank, N.A., the administrative agent under Southcross's prepetition secured revolving credit facility, Vinson & Elkins LLP, Trammell Crow Center, 2001 Ross Avenue, Suite 3900, Dallas, Texas 75201-2975, Attn: William Wallander, Bradley Foxman, and Matthew Pyeatt; (C) counsel to Wilmington Trust, N.A., the administrative agent under Southcross's prepetition secured term loan facility and post-petition credit facility (1) Arnold & Porter Kaye Scholer LLP, 250 West 55th Street New York, New York 10019-9710, Attn: Alan Glantz and Arnold & Porter Kaye Scholer LLP, 70 West Madison Street Suite 4200 Chicago, Illinois 60602-4231, Attn: Seth J. Kleinman and (2) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter; (D) counsel to the postpetition lenders and an ad hoc group of prepetition lenders, (1) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019-6099, Attn: Joseph G. Minias, Paul V. Shalhoub, and Debra C. McElligott and (2) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn; (E) counsel to any official committee appointed in the Chapter 11 Cases; (F) counsel to Southcross Holdings LP, Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik; and (G) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801 (collectively, the "Objection Notice Parties").

Pursuant to the Assumption and Assignment Procedures, an Assumption and Assignment Objection relating to proposed Cure Cost (a "**Cure Objection**"), respecting Cure Costs listed on the Potential Assumed Contracts Schedule (which have not subsequently been modified) were required to be filed and served by the Cure Objection Deadline of July 11, 2019 at 4:00 p.m. (prevailing Eastern Time). Cure Objections relating to Cure Costs modified pursuant to the Supplemental Assumption and Assignment Notice from a previously stated amount, or relating to a contract or lease on the First Supplemental Potential Assumed Contracts Schedule that was not listed previously on the Potential Assumed Contracts Schedule were required to be filed and served by August 29, 2019 at 4:00 p.m. (prevailing Eastern Time) (the "**Supplemental Cure Objection Deadline**"). Cure Objections relating to Cure Costs modified pursuant to the Second Supplemental Potential Assumed Contracts Schedule were required to be filed and served by August 29, 2019 at 4:00 p.m. (prevailing Eastern Time) (the "**Supplemental Cure Objection Deadline**"). Cure Objections relating to Cure Costs modified pursuant to the Second Supplemental Potential Assumed Contracts Schedule from a previously stated amount, or relating to a contract or lease on the Second Supplemental Potential Assumed Contracts Schedule that was not listed previously on either the Potential Assumed Contracts Schedule or the First Supplemental Potential Assumed Contracts Schedule (a "Second Supplemental Cure Objection "), must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) by no later than Monday, October 7, 2019 at 4:00 p.m. (the "Second Supplemental Cure Objection Deadline") (1) be filed with the Court and (2) be served on the Objection Notice Parties.

CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION

Any Counterparty to an Assumed Contract or Assumed Lease who fails to file an objection to the potential assumption and assignment of such Assumed Contract or Assumed Lease on or before the Second Supplemental Cure Objection Deadline or Assumption and Assignment Objection Deadline (or who has failed to object prior to the Cure Objection Deadline or Supplemental Cure Objection Deadline), as applicable, in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, the Potential Assumption and Assignment Notice, the Supplemental Assumption and Assignment Notice, and this Second Supplemental Notice shall be deemed to have consented to the assumption and assignment of such Assumed Contract or Assumed Lease, including the outstanding Cure Costs calculated as of the Petition Date (if any), set forth in this Second Supplemental Notice, as applicable, and shall be forever barred from asserting any objection or claim against the Debtors, the Successful Bidder (whether or not a Stalking Horse Bidder), or the property of any such parties, relating to the assumption and assignment of such Assumed Contract or Assumed Lease, including asserting additional Cure Costs with respect to such contract or lease. Notwithstanding anything to the contrary in such Assumed Contract or Assumed Lease, or any other document, if a timely objection is not filed, the Cure Costs set forth in this Second Supplemental Notice shall be controlling and will be the only amount necessary to cure outstanding defaults with respect to the applicable Assumed Contract or Assumed Lease under section 365(b) of the Bankruptcy Code as of the Petition Date, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent, or otherwise, so long as such liabilities arise out of or relate to events occurring prior to the Petition Date.

Other Important Dates and Deadlines⁴

In addition to the dates and deadlines described above with respect to filing Assumption and Assignment Objections and Second Supplemental Cure Objections with the Court, note the following important dates and deadlines:

Auction. The Auction will be conducted at the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 on (a) Wednesday, October 16, 2019 at 9:00 a.m. (prevailing Eastern Time), with respect to the G&P Assets,⁵
(b) Thursday, October 17, 2019 at 9:00 a.m. (prevailing Eastern Time), with respect to the MS/AL Assets, and (c) Thursday, October 17, 2019 at 2:00 p.m. (prevailing

⁴ The following dates and deadlines have been extended by the Debtors from previously stated deadlines pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

⁵ The "G&P Assets" include all of the Debtors' assets other than the CCPN Assets and the MS/AL Assets.

Eastern Time), with respect to the CCPN Assets, or such later times on such days or such other place as the Debtors shall notify all Participating Parties.

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

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Dated: September 23, 2019 Wilmington, Delaware

Respectfully submitted,

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Eric W. Moats Robert J. Dehney (No. 3578) Andrew R. Remming (No. 5120) Joseph C. Barsalona II (No. 6102) Eric W. Moats (No. 6441) 1201 North Market Street, 16th Floor P.O. Box 1347 Wilmington, Delaware 19899-1347 Tel.: (302) 658-9200 Fax: (302) 658-3989 rdehney@mnat.com aremming@mnat.com jbarsalona@mnat.com

-and-

DAVIS POLK & WARDWELL LLP Marshall S. Huebner (admitted pro hac vice) Darren S. Klein (admitted pro hac vice) Steven Z. Szanzer (admitted pro hac vice) 450 Lexington Avenue New York, New York 10017 Tel.: (212) 450-4000 Fax: (212) 701-5800 marshall.huebner@davispolk.com darren.klein@davispolk.com

Counsel to the Debtors and Debtors in Possession

EXHIBIT A

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#	Counterparty	Debtor Entity	Counterparty Address	Contract type	Contract Description (Contracts include any and all amendments if not separately listed)	Proposed Cure Cost (\$ Actuals
1	Renaissance Petroleum Company, LLC	Southcross Mississippi Pipeline, L.P.	17625 El Comino Real, Suite 220 Houston, TX 77058-3075	Facility/Site Agreement	Facility & Sites - Jasper County - Effective Date: 11/30/2012	\$0.00
2	Shell Trading (Us) Company	Southcross Marketing Company Ltd.	1000 Main Street, Level 12 Houston, TX 77002	Commercial Gas Agreement	Sales Agreement - Effective Date: 05/01/2019	\$0.00
3	Southcross Alabama Pipeline LLC	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	SCMKTG & SCALAPL - Firm	\$0.00
4	Southcross Marketing Company Ltd.	Southcross Alabama Pipeline LLC	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	SCMKTG & SCALAPL - Firm	\$0.00
5	Southcross Marketing Company Ltd.	Southcross Mississippi Pipeline, L.P.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross CMP 311 IT Transport~	\$0.00
6	Southcross Mississippi Pipeline, L.P.	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross CMP 311 IT Transport~	\$0.00
7	Southcross Mississippi Pipeline, L.P.	Southcross Marketing Company Ltd.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross Marketing - SCM MS IT~	\$0.00
8	Southcross Marketing Company Ltd.	Southcross Mississippi Pipeline, L.P.	1717 Main Street, Suite 2450 Dallas, TX 75201	Commercial Gas Agreement	Southcross Marketing - SCM MS IT~	\$0.00
9	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Master buy/sell agreements - Effective Date: 02/01/2017	\$0.00
10	Southern Energy Operating, LLC	Southcross Alabama Pipeline LLC	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 06/01/2004	\$0.00
11	Southern Energy Operating, LLC	Southcross Alabama Pipeline LLC	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 09/01/2006	\$0.00
12	Southern Energy Operating, LLC	Southcross Midstream Services, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Sales Agreement - Effective Date: 12/01/2008	\$0.00
13	Southern Energy Operating, LLC	Southcross Midstream Services, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Sales Agreement - Effective Date: 12/01/2008	\$0.00
14	Southern Energy Operating, LLC	Southcross Mississippi Pipeline, L.P.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Transportation or Operating Balancing Agreement - Effective Date: 11/01/2008	\$0.00
15	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 03/01/2004	\$0.00
16	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Commercial Gas Agreement	Gathering, Processing and/or Purchasing Agreement - Effective Date: 01/01/2006	\$0.00
17	Southern Energy Operating, LLC	Southcross Marketing Company Ltd.	333 7th Avenue SW, Suite 2400 Calgary, Alberta T2P 2Z1	Master Services Agreement	Master Services Agreement - Effective Date: 07/01/2019	\$0.00
18	Spire Alabama Inc.	Southcross Alabama Pipeline LLC	2101 6th Avenue North Brimingham, Alabama 35203	Master Services Agreement	Master Services Agreement - Effective Date: 03/07/2018	\$0.00
19	Strong Rock Operating, LLC	Southcross Mississippi Pipeline, L.P.	P.O. Box 2840 Ridgeland, MS 39158	Facility/Site Agreement	Facility & Sites - Jefferson Davis County - Effective Date: 06/24/2009	\$0.00
20	Strong Rock Operating, LLC	Souhtcross Mississippi Pipeline, L.P.	P.O. Box 2840 Ridgeland, MS 39158	Facility/Site Agreement	Facility & Sites - Jefferson Davis County - Effective Date: 10/24/2007	\$0.00
21	TDX Energy, LLC	Southcross Mississippi Pipeline, L.P.	401 Edwards Street, Suite 1900 Shreveport, LA 71101	Facility/Site Agreement	Facility & Sites - Simpson County - Effective Date: 06/25/2016	\$0.00
22	Leslie Lucas Gallagher/Gina Lucas/Emilie Joshi	Southcross Mississippi Pipeline, L.P.	Leslie Lucas Gallager 35 Prospect Park West #13D Brooklyn, NV 12125 Gina Christine Lucas 970 Hope St., Unit #21 Stamford, CT 06907 Emilie Catherine Joshi 28815 Zpringfield Drive Easton, MD 21601	Lease	A 250'x 330' surface site in the SE4 SE4 of Sec 7, and NE4 NE4 of Sec 18, T7N, R19W, Jefferson Davis County, MS.	\$0.00
23	Sue Jenkins	Southcross Mississippi Pipeline, L.P.	Jennifer Jenkins Cooley P. O. Box 448 Bay Springs, MS 39422	Lease	A 212' x 212' (1.03 acres) site located in SE4 SE4, Section 30, Township 2 North, Range 9 East, Smith County, Mississippi.	\$0.00
24	Cooperative Energy	Southcross Mississippi Pipeline, L.P.	P.O. Box 15849 Hattiesburg, MS 39404	Gas Transportation Agreement	Gas Transportation Agreement - Effective Date: 1/1/2020	\$0.00