IN THE UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

| To |) Chapter 11) Case No. 19-10702 (MFW) | |
|--|--|--|
| In re: SOUTHCROSS ENERGY PARTNERS, L.P., | | |
| et al., |) Jointly Administered | |
| Debtors. ¹ | Re: D.I. 327, 429, 493 & 496 Obj. Deadline: December 2, 2019 at 4:00 p.m. (ET) | |

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

PLEASE TAKE NOTICE that, on April 1, 2019, 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 in the United States Bankruptcy Court for the District of Delaware (the "Court").

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 an order approving, among other things, (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, subject to an auction process that contemplated the possible selection of one or more stalking horse bidders (the "Stalking Horse Bidder(s)"), (b) the form and manner of notice related to the Sale Transaction(s), and (c) procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Sale Transaction(s) (the "Assumption and Assignment Procedures").

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**") ² 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.

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], which attached thereto as Exhibit A the "Potential Assumed Contracts Schedule" (collectively, with the Potential Assumed Contracts Schedule attached thereto as Exhibit A, the "Potential Assumption and Assignment Notice"). The Potential Assumption and Assignment Notice established July 11, 2019 at 4:00 p.m. as the deadline to object to the Cure Costs set forth in the Potential Assumed Contracts Schedule.³

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 Exhibit A, the "First 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" and, together with the Potential Assumed Contracts Schedule, the "Initial Potential Assumed Contracts Schedules") reflecting, among other things, (a) the addition by the Debtors of certain contracts and leases not listed on the Potential Assumed Contracts Schedule as Assumed Contracts and Assumed Leases, (b) the removal by the Debtors of certain contracts and leases listed on the Potential Assumed Contracts Schedule as Assumed Contracts and Assumed Leases, and (c) the Debtors update of the Cure Costs with respect to certain Assumed Contracts and Assumed Leases. The First Supplemental Assumption and Assignment Notice established August 29, 2019 at 4:00 p.m. as the deadline to object to the Cure Costs set forth in the First Supplemental Assumption and Assignment Notice (with respect to Cure Costs modified pursuant to the First Supplemental Assumption and Assignment Notice from a previously stated amount, or relating to a contract or lease on

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order. To the extent of any inconsistencies between the Bidding Procedures Order and the summary descriptions of the Bidding Procedures Order in this *Third Supplemental Notice Of Potential Assumption And Assignment Of Executory Contracts Or Unexpired Leases And Cure Amount*, the terms of the Bidding Procedures Order shall control in all respects.

³ The Potential Assumption and Assignment Notice also established September 10, 2019 at 4:00 p.m. as the deadline for a Counterparty to object to the Debtors' assumption and assignment of contracts and leases with respect to a Successful Bidder's ability to provide adequate assurance of future performance (and this deadline was also set forth in the First Supplemental Assumption and Assignment Notice (as defined below)). This deadline was superseded under the *Notice of Revised Sale Timeline* [D.I. 493].

the First Supplemental Assumption and Assignment Notice that was not listed previously on the Potential Assumed Contracts Schedule.

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 approving, among other things, (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 in the MS/AL Stalking Horse Motion) and (b) the Expense Reimbursement (as defined in the MS/AL Stalking Horse Motion). 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 [D.I. 470] with respect to the MS/AL Assets, which attached thereto as Exhibit A the executed asset purchase agreement that served as the Stalking Horse Bid for the MS/AL Assets (the "MS/AL APA"). On October 22, 2019, the Court entered the Order (A) Approving Sale of Debtors' Mississippi and Alabama 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. 595] (the "MS/AL Sale Order"). Attached to the MS/AL Sale Order as Exhibit A is a schedule of Proposed Assumed Contracts.⁴

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 approving, among other things, (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 in the CCPN Stalking Horse Motion) and (b) the Bid Protections (as defined in the CCPN Stalking Horse Motion). On August 30, 2019, 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 [D.I. 471] with respect to the CCPN Assets, which attached thereto as Exhibit A the executed asset purchase agreement that served as the Stalking Horse Bid for the CCPN Assets (the "CCPN APA" and, together with the MS/AL APA, the "APAs"). On October 22, 2019 the Court entered the Order (A) Approving Sale of Debtors' Corpus Christi Pipeline Network Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (B) Authorizing Assumption and Assignment of Unexpired Leases, and (C) Granting Related Relief [Docket No. 596] (the "CCPN Sale Order" and, together with the MS/AL Sale Order, the "Sale Orders"). The sale of the CCPN Assets to Kinder Morgan Tejas Pipeline LLC closed on or around November 6, 2019.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order, on September 23, 2019, the Debtors filed the Second Supplemental Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount [D.I. 496] (together with the Second Supplemental Potential

⁴ Note that the list of Proposed Assumed Contracts attached as Exhibit A to the MS/AL Sale Order, describes the contracts and leases set forth therein as "Desired 365 Contracts" (as defined in the MS/AL APA).

Assumed Contracts Schedule (as defined below), the "Second Supplemental Notice"), which attached thereto as Exhibit A a schedule of certain Potential Assumed Contracts (the "Second Supplemental Potential Assumed Contracts Schedule" and, together with the Initial Potential Assumed Contracts Schedules, the "Prior Potential Assumed Contracts Schedules") reflecting, among other things, the addition of certain contracts and leases not listed on the Initial Potential Assumed Contracts Schedules as Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE that, on November 7, 2019, the Court entered the 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 [D.I. 674], after which on November 7, 2019, the Debtors filed (a) the Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors [D.I. 675] (the "Plan") and (b) the Disclosure Statement for Chapter 11 Plan for Southcross Energy Partners L.P. and its Affiliated Debtors [D.I. 677].

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the Plan, the Debtors hereby file this *Third Supplemental Notice of Potential Assumption and Assignment of Executory Contracts or Unexpired Leases and Cure Amount* (together with the Third Supplemental Potential Assumed Contracts Schedule (as defined below), this "Third Supplemental Notice"), which attaches hereto as Exhibit A a schedule of certain Potential Assumed Contracts (the "Third Supplemental Potential Assumed Contracts Schedule") in supplement of the Prior Potential Assumed Contracts Schedules. The Third Supplemental Potential Assumed Contracts Schedule reflects, among other things, that certain contracts and leases not listed on the Prior Potential Assumed Contracts Schedules have been added by the Debtors as Assumed Contracts and Assumed Leases.

PLEASE TAKE FURTHER NOTICE that those contracts and leases included on the Third Supplemental Potential Assumed Contracts Schedule are subject to (a) rejection under the terms of the Plan, (b) assumption under the terms of the Plan, or (c) assumption and assignment pursuant to the Sale Orders and APAs.

PLEASE TAKE FURTHER NOTICE that the outstanding "Cure Costs" listed on the Third 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 Third 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 Third 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 Third 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 Third Supplemental Potential Assumed Contracts Schedule (and, for the avoidance of doubt, the Prior Potential Assumed Contracts Schedules) and to amend or supplement the Third Supplemental Potential Assumed Contracts Schedule, as necessary, in accordance with the Bidding Procedures Order. Certain of the contracts and leases listed on the Third Supplemental Potential Assumed Contracts Schedule may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, or other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on the Third 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 THIRD SUPPLEMENTAL POTENTIAL ASSUMED CONTRACTS SCHEDULE THAT WAS EITHER NOT LISTED PREVIOUSLY ON THE PRIOR POTENTIAL ASSUMED CONTRACTS SCHEDULES OR WAS LISTED INCORRECTLY. The assumption and assignment of the Contracts and Leases on the Third Supplemental Potential Assumed Contracts Schedule is not guaranteed and is subject to approval by the Court and the Debtors' or Successful Bidders' right to remove an Assumed Contract or Assumed Lease from the Third Supplemental Potential Assumed Contracts Schedule, the Prior Potential Assumed Contracts Schedule is deemed a part), and the Applicable Proposed Assumed Contracts Schedule.

Obtaining Additional Information

Copies of all documents referenced herein and 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 Objections

Pursuant to the Assumption and Assignment Procedures, objections to the potential assumption and assignment of an Assumed Contract or Assumed Lease with respect to the ability of a Successful Bidder to provide adequate assurance of future performance or relating to Cure Costs modified pursuant to the Third Supplemental Potential Assumed Contracts Schedule from a previously stated amount or relating to a

contract or lease on the Third Supplemental Potential Assumed Contracts Schedule that was not listed previously on the Prior Potential Assumed Contracts Schedules, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and (d) by no later than December 2 at 4:00 p.m. (the "Contracts Objection Deadline") to be filed with the Court and (e) be served on (i) counsel to the Debtors, (A) Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, and Steven Z. Szanzer and (B) 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, (ii) 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 (A) 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 (B) Duane Morris LLP, 222 Delaware Avenue, Suite 1600, Wilmington, Delaware 19801-1659, Attn: Christopher M. Winter, (iii) counsel to the post-petition lenders and an ad hoc group of prepetition lenders, (A) 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 (B) Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Matthew B. Lunn, (iv) counsel to any official committee appointed in the Chapter 11 Cases, (v) counsel to Southcross Holdings LP and its non-Debtor subsidiaries, (A) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: M. Natasha Labovitz, Jasmine Ball, and Daniel E. Stroik and (B) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor P.O. Box 1150, Wilmington, Delaware 19899, Attn: William P. Bowden, and (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware, 19801, Attn: Richard Schepacarter. For the avoidance of doubt, Cure Amounts set forth in the Prior Potential Assumed Contracts Schedules (and not modified by this Third Supplemental Potential Assumed Contracts Schedules) are final and not subject to objection pursuant to, among other things, the Assumption and Assignment Procedures and the Bidding Procedures Order.

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 Contracts Objection Deadline, in accordance with the Assumption and Assignment Procedures, the Bidding Procedures Order, the Potential Assumption and Assignment Notice, the First Supplemental Assumption and Assignment Notice, the Second Supplemental Notice, the Sale Orders (and all other orders of the Court, as applicable), and the Third 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 Third Supplemental Notice, and shall be forever barred from asserting any objection or claim against the Debtors, the Successful Bidder, or

the property of any such parties, relating to the assumption or 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 Third 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.

Obtaining Additional Information

Copies of all documents referenced herein and 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.

Other Important Dates and Deadlines⁵

- 1. Plan Objection Deadline. The deadline to object to the confirmation of the Plan is 6:00 p.m. on November 27, 2019 (prevailing Eastern Time).
- 2. Confirmation Hearing. A hearing to consider the confirmation of the Plan will be held before the Court on December 9, 2019 at 2:00 p.m. (prevailing Eastern Time) or such other date and time as determined by the Court, at 824 North Market Street, Wilmington, Delaware 19801.

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⁵ The following dates and deadlines may be subject to amendment by the Debtors or the Court.

Dated: November 18, 2019 Wilmington, Delaware

Respectfully submitted,
MORRIS, NICHOLS, ARSHT & TUNNELL
LLP

/s/ Eric W. Moats

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Third Supplemental Potential Assumed Contracts Schedules

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| # | Counterparty | Debtor Entity | Counterparty Address | Contract type | Contract Description (Contracts include any and all amendments if not separately listed) | Liability |
|----|---|---------------------------------------|--|------------------------------|--|-----------|
| 1 | Magellan Terminals Holdings, L.P. | Southcross CCNG Transmission Ltd. | P.O. Box 22186 Tulsa, Oklahoma 74121-2186 | Facility/Site Agreement | Facility/Site Agreement - Effective 09/01/2010 | \$0.00 |
| 2 | Moda Midstream, LLC | Southcross Marketing Company Ltd. | 1000 Louisiana, Suite 7100 Houston, TX 77002 | Facility/Site Agreement | Facility/Site Agreement - Effective 05/16/2016 | \$0.00 |
| 3 | 2W Energy Operating (formerly BHCC) | Southcross Mississippi Pipeline, L.P. | 102 Torrey Pines Lufkin, TX 75901 | Facility/Site Agreement | Facility & Sites - Pearl River County - Effective Date: 10/09/2006 | \$0.00 |
| 4 | Cypress Operating, Inc. (formerly Range Production Company) | Southcross Mississippi Pipeline, L.P. | 330 Marshall Street, Suite 930 Shreveport, LA 71101 | Facility/Site Agreement | Facility & Sites - Marion County - Effective Date: 08/19/2008 | \$0.00 |
| 5 | Georgia-Pacific Wood Products LLC | Southcross Mississippi Pipeline, L.P. | 133 Peachtree Street, NE Atlanta, GA 30303 | Facility/Site Agreement | Facility & Sites - Smith County - Effective Date: 05/18/2017 | \$0.00 |
| 6 | The Gas Board of the City of Fayette, Alabama | Southcross Alabama Pipeline LLC | 315 Second Avenue Southeast Fayette, AL 35555 | Facility/Site Agreement | Facilities & Sites - Alabama's Cedar Hill Sales Point Fayette County, Alabama - Effective Date: 11/21/2014 | \$0.00 |
| 7 | Aspen Technology, Inc. | Southcross Energy Partners, L.P. | 20 Crosby Drive Bedford, MA 01730 | Software Licensing Agreement | Software License Agreement - Effective Date: 12/17/2015 | \$0.00 |
| 8 | Aspen Technology, Inc. | Southcross Energy Partners, L.P. | 20 Crosby Drive Bedford, MA 01730 | Software Licensing Agreement | Software License Agreement Amendment - Effective Date: 05/20/2016 | \$0.00 |
| 9 | Jpmorgan Chase Bank, N.A. | Southcross Energy Partners, L.P. | Attn: Commercial Card Contracts Manager 10 South Dearbom, Floor 6 Chicago, IL 60603-2300 | Finance Agreement | Commercial Card Agreement - Effective Date: 9/30/2016 | \$0.00 |
| 10 | Jpmorgan Chase Bank, N.A. | Southcross Energy Partners, L.P. | Attn: Commercial Card Contracts Manager 10 South Dearbom, Floor 6 Chicago, IL 60603-2300 | Finance Agreement | Global Commercial Card Client Authorization Designation Form - Effective Date: 10/04/2016 | \$0.00 |
| 11 | OTC Markets Group Inc. | Southcross Energy Partners, L.P. | 304 Hudson St, 3rd Floor New York, NY 10013 | Finance Agreement | OTCQX Company Agreement - Effective Date: 01/25/2019 | \$0.00 |
| 12 | Leo O. Quintanilla | Southcross CCNG Gathering Ltd. | PO Box 91137 San Antonio, TX 78209 | Surface Lease | A 0.92 acre surface site located in the W Kuykendall Survey, Abstract 266, McMullen County, Texas. | \$0.00 |