FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2016-04-20**
SEC Accession No. 0001140361-16-061670

(HTML Version on secdatabase.com)

SUBJECT COMPANY

Southcross Energy Partners, L.P.

CIK:**1547638**| IRS No.: **455045230** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-87091** | Film No.: **161581784**
SIC: **4922** Natural gas transmission

Mailing Address
1700 PACIFIC AVENUE,
SUITE 2900
DALLAS TX 75201

Business Address
1700 PACIFIC AVENUE,
SUITE 2900
DALLAS TX 75201
214-979-3700

FILED BY

TW Southcross Aggregator LP

CIK:**1672441**| IRS No.: **812147102** | State of Incorp.:**DE** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Mailing Address
300 CRESCENT COURT,
SUITE 200
DALLAS TX 75201

Business Address
300 CRESCENT COURT,
SUITE 200
DALLAS TX 75201
214-269-1183

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

(Amendment No. 5)

Under the Securities Exchange Act of 1934*

SOUTHCROSS ENERGY PARTNERS, L.P.

(Name of Issuer)
Common Units Representing Limited Partner Interests

(Title of Class of Securities)

84130C100

(CUSIP Number)

Rodney L. Moore
Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
214-746-7000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 13, 2016

(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** TW Southcross Aggregator LP	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** PN - limited partnership	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of TW Southcross Aggregator LP to SHB, TW Southcross Aggregator LP may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** TW/LM GP Sub, LLC	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** OO – limited liability company	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of TW/LM GP Sub, LLC to SHB, TW/LM GP Sub, LLC may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Tailwater Energy Fund I LP	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** PN – limited partnership	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of Tailwater Energy Fund I LP to SHB, Tailwater Energy Fund I LP may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** TW GP EF-I, LP	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	**7**	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** PN – limited partnership	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of TW GP EF-I, LP to SHB, TW GP EF-I, LP may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** TW GP EF-I GP, LLC	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Texas	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)

11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** OO – limited liability company	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

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(3) As a result of the relationship of TW GP EF-I GP, LLC to SHB, TW GP EF-I GP, LLC may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** TW GP Holdings, LLC	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** 00 – limited liability company	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of TW GP Holdings, LLC to SHB, TW GP Holdings, LLC may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Tailwater Holdings, LP	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** PN – limited partnership	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of Tailwater Holdings, LP to SHB, Tailwater Holdings, LP may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Tailwater Capital LLC	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** OO – limited liability company	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of Tailwater Capital LLC to SHB, Tailwater Capital LLC may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Jason H. Downie	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** IN – Individual	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of Jason H. Downie to SHB, Mr. Downie may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

1	**NAMES OF REPORTING PERSONS** **I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)** Edward Herring	
2	**CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP**	(a) ☒ (b) ☐
3	**SEC USE ONLY**	
4	**SOURCE OF FUNDS (SEE INSTRUCTIONS)** OO	
5	**CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)**	☐
6	**CITIZENSHIP OR PLACE OF ORGANIZATION** United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	**SOLE VOTING POWER** 0
	8	**SHARED VOTING POWER** 35,068,406 (1) (2) (3)
	9	**SOLE DISPOSITIVE POWER** 0
	10	**SHARED DISPOSITIVE POWER** 35,068,406 (1) (2) (3)
11	**AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON** 35,068,406 (1) (2) (3)	
12	**CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)**	☐
13	**PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)** 61.56% (4)	
14	**TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)** IN – Individual	

(1) Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 common units representing limited partner interests ("Common Units"), 15,958,990 Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) equivalent to 279,303 Class B Convertible Units and 12,213,713 subordinated units representing limited partner interests ("Subordinated Units") in the Issuer.

(2) SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement")), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (the "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

(3) As a result of the relationship of Edward Herring to SHB, Mr. Herring may be deemed to indirectly beneficially own the Common Units, Class B Convertible Units, the Unpaid Class B PIK Rights and Subordinated Units held by SHB.

(4) Percentage calculation is based on the number of Common Units, Class B Convertible Units and Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, plus the Unpaid Class B PIK Rights acquired by SHB on February 14, 2016.

This Amendment No. 5 amends and supplements the Schedule 13D first filed August 14, 2014 (the "Original Schedule 13D" and, as amended by that certain Amendment No. 1 filed on December 8, 2014, that certain Amendment No. 2 filed on May 15, 2015, that certain Amendment No. 3 filed on February 17, 2016, that certain Amendment No. 4 filed on April 6, 2016, and this Amendment No. 5, this "Schedule 13D"), to reflect, among other things, the effects of the Plan (as described in item 3 of this Schedule 13D) which include the addition of Southcross Aggregator (as defined in Item 2 of this Schedule 13D) as a Filing Party and BBTS Aggregator (as defined in Item 3 of this Schedule 13D) ceasing to be a Filing Party. This Amendment No 5 is being filed jointly by the Filing Parties with respect to the Common Units, Class B Convertible Units, Unpaid Class B PIK Rights and Subordinated Units of SXE (as hereinafter defined). Capitalized terms used herein but not defined herein shall have the meanings attributed to them in the Original Schedule 13D, as previously amended.

Item 1. Security and Issuer.

Item 1 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

This Schedule 13D ("Schedule 13D") relates to the common units representing limited partner interests ("Common Units"), Class B convertible units representing limited partner interests ("Class B Convertible Units"), Unpaid Class B PIK Rights (as defined below) and subordinated units representing limited partner interests ("Subordinated Units") of Southcross Energy Partners, L.P. The name of the Issuer is Southcross Energy Partners, L.P. ("SXE" or the "Issuer") and the address of the principal executive offices of SXE is 1717 Main Street, Suite 5200, Dallas, Texas 75201.

Southcross Holdings Borrower LP ("SHB") owns of record 6,616,400 Common Units, all 15,958,990 Class B Convertible Units and 12,213,713 Subordinated Units that are outstanding and Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units. SHB is an indirect, wholly owned subsidiary of Southcross Holdings LP ("Holdings"). Holdings, through its indirect ownership of SHB, controls the activities of SHB. Southcross Holdings GP LLC ("Holdings GP") is the general partner of Holdings and in such capacity, controls the activities of Holdings. Holdings GP is managed by a board of directors (the "Holdings GP Board") who have the power and authority to manage and control the business and affairs of Holdings GP, including its control of the activities of Holdings.

Southcross Aggregator (as hereinafter defined) owns 33.33% of Holdings and 33.33% of Holdings GP. As a result of the relationship of Southcross Aggregator to Holdings and Holdings GP, and the relationship of the Filing Parties among themselves, as described in Item 2 and Item 5 of this Schedule 13D, each of the Filing Parties may be deemed to have shared power to vote, or direct the disposition of, and to dispose, or direct the disposition of, the Common Units, Class B Convertible Units and Subordinated Units held of record by SHB.

The Class B Convertible Units (including any Class B Convertible Units related to the Unpaid Class B PIK Rights) will be converted into Common Units on a one-for-one basis on the Class B Conversion Date (as defined in the Issuer's Third Amended and Restated Agreement of Limited Partnership dated August 4, 2014 (the "Partnership Agreement"), which is incorporated by reference herein). The Subordinated Units shall be converted into Common Units on a one-for-one basis on the expiration of the Subordination Period (as defined in the Partnership Agreement). The Class B Convertible Units and Subordinated Units reported in this Schedule 13D were acquired in connection with transactions having the purpose or effect of changing or influencing the control of the Issuer, and therefore such Class B Convertible Units and Subordinated Units are considered converted for purposes of the calculations of the amounts noted under Rule 13d-3(d)(1)(i) of the Securities Exchange Act of 1934, as amended (the "Act").

SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Partnership Agreement), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of additional Class B Convertible Units (Class B Convertible Units issued as payment-in-kind distribution on outstanding Class B Convertible Units, "Class B PIK Units") in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled (I) to Class B Quarterly Distributions in subsequent quarters on such unpaid Class B PIK Units and (II) to all other rights under the Partnership Agreement as if such unpaid Class B PIK Units had in fact been distributed on the date due ("Unpaid Class B PIK Rights"). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

Item 2. Identity and Background.

Item 2 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

(a) through (c)

This Schedule 13D is filed jointly by the following parties (collectively, the "Filing Parties"):

- TW Southcross Aggregator LP, a Delaware limited partnership ("Southcross Aggregator");
- TW/LM GP Sub, LLC, a Texas limited liability company and the general partner of Southcross Aggregator ("Sub GP");
- Tailwater Energy Fund I LP, a Delaware Limited partnership which is the sole member of Sub GP ("Fund I");
- TW GP EF-I, LP, a Delaware limited partnership and the general partner of Fund I ("TWGP");
- TW GP EF-I GP, LLC, a Texas limited liability company and the general partner of TWGP ("TWGP2");
- Tailwater Capital LLC, a Texas limited liability company and the sole member of TWGP2 ("Tailwater");
- Tailwater Holdings, LP, a Delaware limited partnership ("TW Holdings");
- TW GP Holdings, LLC, a Delaware limited liability company ("TW Holdings GP");
- Jason H. Downie, an individual and a United States citizen ("Downie"); and
- Edward Herring, an individual and a United States citizen ("Herring").

The principal business of each of the Filing Parties is as follows:

(1) Southcross Aggregator owns 33.33% of Holdings and 33.33% of Holdings GP and does not engage in any other business activity.

(2) Sub GP is the general partner of Southcross Aggregator and in such capacity controls the activities of Southcross Aggregator. Sub GP also serves as the direct or indirect general partner of certain other limited partnerships in which Fund I holds a limited partnership interest.

(3) Fund I owns 100% of Sub GP and holds limited partnership interest in limited partnerships through which its investments are held and does not engage in any other business activity.

(4) TWGP is the general partner of Fund I and in such capacity controls the activities of Fund I, and also serves as the general partner of certain other limited partnerships through which Fund I's investments are held and does not engage in any other business activity.

(5) TWGP2 is the general partner of TWGP and in such capacity controls the activities of TWGP and does not engage in any other business activity.

(6) Tailwater is the sole member of TWGP2 and in such capacity controls the activities of TWGP2. Tailwater is a private investment firm whose principal business is acquiring, holding and disposing of debt and equity securities, recapitalizations and other investment activities.

(7) TW Holdings owns a majority of the membership interests of Tailwater and in such capacity controls the activities of Tailwater.

(8) TW Holdings GP is the general partner of TW Holdings and in such capacity controls the activities of TW Holdings.

(9) Downie and Herring are the sole members of TW Holdings GP and in such capacity control the activities of TW Holdings GP. Downie and Herring are also members of Tailwater.

The address of the principal office of each Filing Party is 300 Crescent Court, Suite 200, Dallas, TX 75201.

In accordance with the provisions of General Instruction C to Schedule 13D, certain information concerning the executive officers of the Filing Parties (collectively, the "Covered Persons") required by Item 2 of Schedule 13D is provided on Appendix 1 and is incorporated by reference herein.

(d) During the past five years, no Filing Party and no Covered Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, no Filing Party and no Covered Person has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) All of the Covered Persons who are natural persons are United States citizens.

The Filing Parties have entered into a Joint Filing Agreement, dated the date hereof, a copy of which is filed with this Schedule 13D as Exhibit 1 (which is hereby incorporated by reference) pursuant to which the Filing Parties have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k)(1) under the Act. Information with respect to each Filing Party is given solely by such Filing Party, and no Filing Party assumes responsibility for the accuracy or completeness of the information furnished by another Filing Party.

EIG BBTS Holdings, LLC ("EIG"), which owns 33.33% of Holdings and 33.33% of Holdings GP, has filed a separate Schedule 13D with respect to the securities to which this Schedule 13D relates. As a result of the relationship between EIG and the Filing Parties among themselves, each of such parties may be members of a group under Rule 13d-5(b) with respect to the Common Units reported as beneficially owned by the Filing Parties in this Schedule 13D, although the Filing Parties do not affirm that, notwithstanding that such a group may have initially existed as of the closing of such transactions giving rise to the acquisition of beneficial ownership of such Common Units and the termination contemplated by the Plan (as defined in Item 3 below), such group is deemed to continue from and after such closing.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

On August 4, 2014, SXE closed its previously reported transactions pursuant to that certain Contribution Agreement, dated June 11, 2014, among SXE, Southcross Energy GP LLC, a subsidiary of SXE ("SXE Energy GP"), and TexStar Midstream Services, LP ("TexStar"), a wholly-owned subsidiary of BBTS Borrower LP ("BBTS-B") (the "Drop-Down Contribution Agreement") pursuant to which SXE acquired TexStar's rich gas system (the "Rich Gas System") through TexStar's contribution to SXE Energy GP of TexStar's equity interest in the entities that own the Rich Gas System (the "Drop-Down Contribution"). Pursuant to the Drop-Down Contribution Agreement, in exchange for the Drop-Down Contribution, SXE (a) paid TexStar cash and (b) issued to TexStar 14,633,000 Class B Convertible Units. The Drop-Down Contribution and actions occurring in connection therewith are described in the Current Report on 8-K of SXE dated August 4, 2014, as filed with the Securities and Exchange Commission.

Immediately following the Drop-Down Contribution, on August 4, 2014, Southcross Energy LLC ("SELLC"), which held 100% of Southcross Energy Partners GP, LLC, the general partner of SXE ("SXE GP") and 1,863,713 Common Units, 12,213,713 Subordinated Units and 229,716 Series A preferred units of SXE, closed its previously announced transaction to combine with TexStar pursuant to that certain Contribution Agreement, dated June 11, 2014 (the "Primary Contribution Agreement"), among BBTS-B, SELLC and Holdings. Prior to the consummation of such transactions, SELLC elected to convert all of its Series A preferred units into 252,687 Common Units. Pursuant to the Primary Contribution Agreement, (i) BBTS-B contributed (through Holdings) to SHB, a wholly owned subsidiary of Holdings, (a) 100% of the outstanding limited partnership interest in TexStar and (b) 100% of the outstanding limited liability company interest in TexStar Midstream GP, LLC, the sole general partner of TexStar, and (ii) SELLC contributed (through Holdings) to SHB, (a) 2,116,400 Common Units, (b) 12,213,713 Subordinated Units and (c) 100% of the interest in SXE GP (the "Combination Transaction"). TexStar then distributed to SHB the Class B Convertible Units acquired by it in the Drop-Down Contribution. In connection with the Combination Transaction, SELLC and BBTS-B each received equity interests in Holdings and its general partner, Holdings GP, each of which was then owned 29.6% by SELLC and 70.4% by BBTS-B. On December 5, 2014, BBTS-B distributed (the "BBTS Distribution") its approximately 69.5% interest in Holdings and its approximately 70.4% interest in Holdings GP (together, the "BBTS Interest") to BBTS Guarantor LP ("Guarantor LP"), Guarantor LP distributed the BBTS Interest to BlackBrush TexStar LP ("BlackBrush"), and BlackBrush distributed (i) 51.14% of the BBTS Interest to EIG, which resulted in EIG becoming a limited partner of Holdings and a member of Holdings GP and directly owning approximately 35.5% of Holdings and approximately 36% of Holdings GP and (ii) 48.86% of the BBTS Interest to TW BBTS Aggregator LP ("BBTS Aggregator"), which resulted in BBTS Aggregator becoming a limited partner of Holdings and a member of Holdings GP and directly owning approximately 34% of Holdings and approximately 34.4% of Holdings GP.

On May 7, 2015, as partial consideration for certain assets assigned by Holdings and certain of its subsidiaries to the Issuer (the "Additional Drop Down Transaction"), the Issuer issued an additional 4,500,000 Common Units to SHB.

On November 5, 2014, February 9, 2015, May, 8, 2015, August 10, 2015 and November 9, 2015 SHB received 256,078; 260,558; 265,118; 269,758 and 274,478, respectively (for a total of 1,325,990), Class B PIK Units from the Issuer as distributions on the Class B Convertible Units pursuant to the terms of the Partnership Agreement. SHB was entitled to receive from the Issuer, within forty-five (45) days after the quarter ending December 31, 2015, a Class B Quarterly Distribution (as defined in the Partnership Agreement), consisting of a payment-in-kind distribution on outstanding Class B Convertible Units of Class B PIK Units in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution. The Partnership Agreement provides that, notwithstanding the Issuer's failure to make such Class B Quarterly Distribution, the holders entitled to the unpaid Class B PIK Units shall be entitled to Unpaid Class B PIK Rights (as defined above). Therefore, on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units. On the Class B Conversion Date (as defined in the Partnership Agreement), all Class B Convertible Units (including any Class B Convertible Units related to the Unpaid Class B PIK Rights) and Class B PIK Units will automatically convert into Common Units on a one for one basis and participate in cash distributions pari passu with all other Common Units.

On March 21, 2016, Holdings, Holdings GP and certain of their affiliates (collectively, "Debtors") filed a joint prepackaged plan of reorganization pursuant to Chapter 11 of the United States Code (the "Plan") in the United States Bankruptcy Court for the Southern District of Texas. Pursuant to that certain Restructuring Support and Lock-Up Agreement, dated March 21, 2016, by and among Debtors, BBTS Aggregator and the other parties thereto (the "RSA"), BBTS Aggregator agreed to provide to Holdings an aggregate of $85 million in the form of cash and debtor-in-possession financing in exchange for the right to receive 33.33% of the new equity interests in each of Holdings GP and Holdings (the "Reorganized Holdings Equity") following Debtors emergence from bankruptcy. BBTS Aggregator (i) funded a total of $42.5 million in debtor-in-possession financing to Holdings ("DIP Financing"), and (ii) contributed to Southcross Aggregator (a) its right pursuant to the Plan and RSA to receive that portion of the Reorganized Holdings Equity to be delivered in satisfaction of claims related to the DIP Financing and (b) its right and obligation to fund an additional $42.5 million to Holdings in exchange for the remaining portion of the Reorganized Holdings Equity (the "Aggregator Assignment"). On April 13, 2016 (the "Plan Effective Date"), the existing equity interests in Holdings GP and Holdings were extinguished and Southcross Aggregator contributed $42.5 million cash to Holdings and received 33.33% of the outstanding equity interests in each of Holdings GP and Holdings. The cash contributed by Southcross Aggregator to Holdings consisted of cash contributed to Southcross Aggregator as capital contributions, including the cash contributed by BBTS Aggregator.

Item 4. Purpose of Transaction.

Item 4 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

The information set forth in or incorporated into Item 3 is incorporated by reference herein.

SHB acquired Common Units, Class B Convertible Units and Subordinated Units as part of the consideration for SXE to acquire TexStar's Rich Gas System through the Drop-Down Contribution as described in Item 3 of this Schedule 13D and to establish a structure for ownership and control of the Common Units, Class B Convertible Units and Subordinated Units by Holdings, as a new holding company of SXE, and its general partner Holdings GP, both of which are owned by Southcross Aggregator, EIG and the Lenders (as defined in Item 4(g) below). SHB acquired an additional 4,500,000 Common Units as part of the Additional Drop Down Transaction, as well as an additional 1,325,990 Class B PIK Units and Class B PIK Rights equivalent to 279,303 Class B Convertible Units, as described in Item 3 of this Schedule 13D. As a result of the relationship of Southcross Aggregator to Holdings and Holdings GP and the relationship of the Filing Parties among themselves, as described in Item 2 and Item 5 of this Schedule 13D, each of the Filing Parties may be deemed to have shared power to vote, or direct the disposition of, and to dispose, or direct the disposition of, the Common Units, Class B Convertible Units and Subordinated Units held of record by SHB.

Until the Class B Conversion Date (as defined in the Partnership Agreement), the Partnership Agreement provides for quarterly distributions on the outstanding Class B Convertible Units, which are payable in Class B PIK Units pursuant to calculations in the Partnership Agreement. On the Class B Conversion Date, all Class B Convertible Units (including any Class B Convertible Units related to the Unpaid Class B PIK Rights) and Class B PIK Units will automatically convert into Common Units on a one for one basis and participate in cash distributions pari passu with all other Common Units.

As described in the third and fourth to last paragraphs in Item 6 to this Schedule 13D, which paragraphs are incorporated by reference herein. Issuer will issue to Holdings between 13,352,808 and 8,029,729 Common Units, depending on the weighted daily average price of a Common Unit, pursuant to the Equity Cure Agreement.

The Filing Parties intend to review their holdings in Issuer on a continuing basis and, as part of this ongoing review, evaluate various alternatives that are or may become available with respect to the securities of the Issuer. The Filing Parties may from time to time and at any time, in their sole discretion, acquire additional equity or debt securities or other instruments of Issuer or dispose of such equity or debt securities or other instruments, in any amount that the Filing Parties may determine in their sole discretion, through open market transactions, privately negotiated transactions, or otherwise. In undertaking any of the aforementioned actions, the Filing Parties may act together or independently of one another.

The Filing Parties also may engage, acting independently or together, in discussions with the management, board of directors or conflicts committee, or other committees of Issuer, other direct and indirect holders of the securities of Issuer, and other relevant parties. Such discussions may concern, among other things, potential business combinations, sales and strategic alternatives, restructuring transactions, effectuating and participating in a "going private" transaction, or exploring other strategic transactions involving the Issuer. Such discussion may also concern the business, operations, governance, management, strategy, and future plans of the Issuer. Depending on various factors, including, without limitation, the outcome of discussions of the sort referenced above, other investment opportunities available to the Filing Parties, conditions in the securities markets, and generally prevailing economic and industry conditions, the Filing Parties may in the future take such actions, acting independently or together, with respect to their respective investments in Issuer as the Filing Parties deem appropriate.

Except as set forth above, the Filing Parties have no present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a)-(f) and (h) – (i) of Item 4 of Schedule 13D.

(g) In connection with the Drop-Down Contribution, the Second Amended and Restated Agreement of Limited Partnership of SXE, dated April 12, 2013, was amended and restated as the Third Amended and Restated Agreement of Limited Partnership of SXE, dated August 4, 2014 to authorize the Class B Convertible Units and establish the rights, powers and preferences of the Class B Convertible Units.

On the Plan Effective Date, EIG, Southcross Aggregator and those certain term loan lenders (the "Lenders") under that certain credit agreement, dated August 4, 2014 (the "Holdings Credit Agreement"), as amended by that certain temporary limited waiver and first amendment to the Holdings Credit Agreement dated January 13, 2016, by and among the lenders party thereto, certain affiliates of Holdings, and the other parties thereto, entered into that certain Third Amended and Restated Limited Liability Company Agreement of Holdings GP dated April 13, 2016 (the "Holdings GP Agreement") and that certain Third Amended and Restated Agreement of Limited Partnership of Holdings LP dated April 13, 2016 (the "Holdings LP Agreement"). Pursuant to the Plan, EIG and Southcross Aggregator each own 33.33% of each of Holdings GP and Holdings, respectively, and the Lenders own 33.34% of each of Holdings GP and Holdings. Pursuant to the Holdings GP Agreement and the Holdings LP Agreement, Southcross Aggregator has the right to designate two directors to the Holdings GP Board and two directors to the SXE Board (one of whom must be an Independent Director). The Partnership Agreement, the Holdings GP Agreement and the Holdings LP Agreement (collectively, the "Company Agreements") govern the voting and disposition of Common Units held by SHB.

(j) The Filing Persons have no current plans or proposals similar to other actions required to be disclosed other than as described in Item 3 and the above disclosure in this Item 4 of this Schedule 13D, which are incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

Items 5(a) – (b) are amended and restated in their entirety as follows:

SHB owns of record 6,616,400 Common Units and all 15,958,990 Class B Convertible Units and 12,213,713 Subordinated Units that are outstanding. SHB is owned 100% by Southcross Holdings Guarantor LP ("Guarantor") and its non-economic general partner interest is held by Southcross Holdings Borrower GP LLC ("SHB GP"), which is owned 100% by Guarantor. Guarantor is owned 100% by Holdings and its non-economic general partner interest is held by Southcross Holdings Guarantor GP LLC, which is owned 100% by Holdings.

As described in Item 3 to this Schedule 13D, SHB was entitled to receive from the Issuer a Class B Quarterly Distribution of Class B PIK Units in accordance with the terms of the Partnership Agreement. However, the Issuer did not timely make such Class B Quarterly Distribution and as a result on February 14, 2016, SHB acquired Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units.

As described in Item 6 to this Schedule 13D, Issuer will issue to Holdings between 13,352,808 and 8,029,729 Common Units, depending on the weighted daily average price of a Common Unit, pursuant to the Equity Cure Agreement.

Other than as described in Items 3, 4 and 6, which are incorporated by reference herein, and in this Item 5 of this Schedule 13D, there have been no reportable transactions in the Common Units, Class B Convertible Units or Subordinated Units that were effected in the last 60 days by the Filing Parties.

As a result of the relationship of Southcross Aggregator to Holdings and Holdings GP and the relationship of the Filing Parties among themselves as described in Item 2 of this Schedule 13D, each Filing Party may be deemed to have shared power to vote, or direct the disposition of, and to dispose, or direct the disposition of, the Common Units, Class B Convertible Units (including the Unpaid Class B PIK Rights) and Subordinated Units held of record by SHB, which (taking into account in the Unpaid Class B PIK Rights and giving effect to the conversion of such Class B Convertible Units and Subordinated Units as described in Item 1 of this Schedule 13D) constitutes approximately 61.56% of the Common Units (based on 28,512,465 Common Units, 15,958,990 Class B Convertible Units, Unpaid Class B PIK Rights equivalent to 279,303 Class B Convertible Units and 12,213,713 Subordinated Units outstanding as of April 8, 2016, as reported in SXE's Annual Report on Form 10-K for the fiscal year ended December 31, 2015).

(c) There have been no reportable transactions in the Common Units, Class B Convertible Units or Subordinated Units that were effected in the last 60 days by the Filing Parties, except as described in Item 3 and Item 4 of this Schedule 13D, which are incorporated by reference herein.

The remainder of Item 5 is amended and restated in its entirety as follows:

(d) To the knowledge of the Filing Parties, no other person other than the Filing Parties, EIG, and the Lenders, and their respective direct or indirect affiliates (through their respective ownership interests in Holdings and Holdings GP), has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Units, Class B Convertible Units or Subordinated Units.

(e) Other than BBTS Aggregator, which ceased to beneficially own any securities of the Issuer as a result of the extinguishment of the equity in Holdings and Holdings GP held by BBTS Aggregator on the Plan Effective Date and the Aggregator Assignment as described in Item 3 of this Schedule 13D, no other Filing Parties have ceased to be the beneficial owner of more than five percent of Common Units, Class B Convertible Units or Subordinated Units.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Original Schedule 13D (as previously amended) is hereby amended and restated in its entirety as follows:

The information set forth in or incorporated into Items 3 and 4 is incorporated by reference herein.

Under the Partnership Agreement, the Class B Convertible Units and Class B PIK Units will vote together with the Common Units as a single class and will vote as a separate class on any change to the Partnership Agreement that would adversely affect the Class B Convertible Units or Class B PIK Units. As promptly as reasonably practicable following receipt of a request from any Holder (as defined in the Partnership Agreement), SXE shall file a registration statement providing for the resale of the Registrable Securities (as defined and provided for in the Partnership Agreement). The Partnership Agreement also contains various provisions regarding the Common Units, Class B Convertible Units and Subordinated Units regarding voting, distributions, transfers, the allocation of profits and losses and various other matters.

Holdings, through its indirect ownership of SHB, controls the activities of SHB. Holdings GP, as the general partner of Holdings, controls the activities of Holdings. Pursuant to the Holdings GP Agreement, Holdings GP is managed by a board of directors (the "Holdings GP Board"). Pursuant to the provisions in the Holdings GP Agreement, so long as (i) Southcross Aggregator is a Designating Party (as that term is defined in the Holdings GP Agreement), Southcross Aggregator has the right to designate two (2) directors to the Holdings GP Board, (ii) EIG is a Designating Party, EIG has the right to designate two (2) directors to the Holdings GP Board, and (iii) the Lenders are a Designating Party, the Lender Majority (as defined in the Holdings GP Agreement) has the right to designate two (2) directors to the Holdings GP Board; and each such Person (as defined in the Holdings GP Agreement) shall have the sole right to remove (with or without case), and to fill vacancies with respect to the director(s) designated by such Person. Certain actions of Holdings and Holdings GP require approval of a majority of all directors entitled to vote and the approval of at least one director designated by each Designating Party. In addition, certain other actions of Holdings GP requires the approval of a majority of all directors entitled to vote.

The Holdings GP Agreement provides that Board of Directors of SXE GP (the "SXE GP Board") shall be seven directors, currently consisting of Jason Downie, Nicholas J. Caruso, Jr., Wallace C. Henderson, Jerry W. Pinkerton, Bruce A. Williamson, Ronald G. Steinhart and David W. Biegler. So long as (i) Southcross Aggregator is a Designating Party, Southcross Aggregator has the right to designate two (2) directors to serve on the SXE GP Board (one of whom must be an Independent Director (as defined in the Holdings GP Agreement)), (ii) EIG is a Designating Party, EIG shall have the right to designate two (2) directors to serve on the SXE GP Board (one of whom must be an Independent Director), and (iii) the Lenders are a Designating Party, the Lender Majority shall have the right to designate two (2) directors to serve on the SXE GP Board (one of whom must be an Independent Director); provided, however, an Independent Director designated by a Designating Party may be removed at any time by the Designating Party that designated such Independent Director or upon the vote or consent of a majority of the SXE GP Board; provided, further, however, that the Designating Party that designated such removed Independent Director shall have the right to designate an Independent Director to replace the removed Independent Director. The seventh member of the SXE GP Board shall be determined by a vote or consent of a majority of the Independent Directors on the SXE GP Board, provided that solely for the purposes of such vote, the votes of the Independent Director(s) from a single Designating Party shall collectively count as one vote. There shall always be at least three Independent Directors on SXE GP Board and if a Designating Party has forfeited its right to designate directors to serve on the SXE GP Board, the remaining Designating Party(ies) shall determine such forfeited directors, and if the Designating Parties cannot agree on such directors within fifteen (15) Business Days after the deemed resignation of such forfeited directors, the remaining members of the SXE GP Board, by majority vote or consent, shall determine such forfeited directors.

Pursuant to the Holdings LP Agreement, Holdings GP will manage, direct and control Holdings. As provided in the Holdings LP Agreement, certain actions of Holdings requires approval of Holdings GP requiring the approval of a majority of all Directors entitled to vote and the approval of at least one Director designated by each Designating Party.

On March 17, 2016, Holdings and the Issuer entered into an equity cure contribution agreement (the "Equity Cure Agreement") related to that certain Third Amended and Restated Revolving Credit Agreement, dated as of August 4, 2014, among the Issuer, as borrower, Wells Fargo Bank, N.A. as administrative agent, UBS Securities LLC and Barclays Bank PLC, as co-syndication agents, JPMorgan Chase Bank, N.A., as documentation agent, and the lenders party thereto (as amended, the "Revolving Credit Agreement"). Under the terms of the Revolving Credit Agreement, the Issuer has the right to cure any default with respect to a financial covenant in the Revolving Credit Agreement by having Holdings purchase equity interests in or make capital contributions to the Issuer that result in proceeds that would satisfy the requirements of such financial covenant.

Pursuant to the Equity Cure Agreement, on March 30, 2016, Holdings contributed from cash on hand $11,884,000 (the "Contribution Amount") to the Issuer to fund an equity cure in connection with a default with respect to a financial covenant in the Revolving Credit Agreement. In exchange for the Contribution Amount, Holdings will receive a number of Common Units based on the volume weighted daily average price of a Common Unit, as reported on the New York Stock Exchange, for the 15 consecutive trading days beginning on April 7, 2016, provided that such weighted daily average price will be no less than $0.89 per Common Unit and no greater than $1.48 per Common Unit. As a result, when the weighted daily average price is determined Holdings will be issued between 13,352,808 and 8,029,729 Common Units.

The descriptions of the Equity Cure Agreement, Drop-Down Contribution Agreement, the Primary Contribution Agreement, and the Company Agreements in this Schedule 13D (collectively, the "Transaction Agreements") do not purport to be complete descriptions of all of the terms and conditions of each agreement. The foregoing descriptions are qualified in their entirety by reference to the full text of the Transaction Agreements.

The Transaction Agreements are filed as exhibits to this Schedule 13D only to provide investors with information regarding the terms and conditions of the Transaction Agreements, and not to provide investors with any other factual information regarding SXE or its subsidiaries, or their business or operations. SXE's investors should not rely on the representations and warranties in the Transaction Agreements or any descriptions thereof as characterizations of the actual state of facts or condition of SXE or any of its subsidiaries. Information concerning the subject matter of the representations and warranties in the Transaction Agreements may change after the date of the Transaction Agreements, and such subsequent information may or may not be fully reflected in SXE's public disclosures or periodic reports filed with the Securities and Commission (the "SEC"). The Transaction Agreements should not be read alone, but should instead be read in relation with the other information regarding SXE and its subsidiaries, and their businesses and operations, that is or will be contained in, or incorporated by reference into, SXE's Forms 10-K, Forms 10-Q and other documents that SXE files with or furnishes to the SEC.

Item 7. Materials to be Filed as Exhibits.

The following exhibits are added to this Schedule 13D by this Amendment No. 5.

Exhibit 1.	Joint Filing Agreement
Exhibit 2.	Third Amended and Restated Agreement of Limited Partnership of Holdings, dated April 13, 2016, by and between EIG, the Lenders and Southcross Aggregator.
Exhibit 3.	Third Amended and Restated Limited Liability Company Agreement of Holdings GP, dated April 13, 2016, by and between EIG, the Lenders and Southcross Aggregator.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: April 13, 2016

TW SOUTHCROSS AGGREGATOR LP,
a Delaware limited partnership

By: TW/LM GP Sub, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW/LM GP SUB, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TAILWATER ENERGY FUND I LP,
a Delaware limited partnership

By: TW GP EF-I, LP,
its General Partner

By: TW GP EF-I GP, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW GP EF-I, LP,
a Delaware limited partnership

By: TW GP EF-I GP, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW GP EF-I GP, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TAILWATER HOLDINGS, LP,
a Delaware limited partnership

By: TW GP Holdings, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President

TW GP HOLDINGS, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President

TAILWATER CAPITAL LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

/s/ Jason H. Downie
Jason H. Downie

/s/ Edward Herring
Edward Herring

APPENDIX 1

The name, principal address and position of the officers and directors, as applicable, of the following entities are as follows:

TW Southcross Aggregator LP

- No officers or directors
- TW/LM GP Sub, LLC, is the general partner

TW/LM GP Sub, LLC

Directors and Officers	Position	Present Principal Occupation or Employment and Business Address	Common Units Beneficially Owned
Jason H. Downie	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(1)
Edward Herring	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(2)
Brian Blakeman	Vice President, Tax & Finance	Vice President, Tax & Finance of Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	-0-

Tailwater Energy Fund I

- No officers or directors
- TW GP EF-I, LP, is the general partner

TW GP EF-I, LP

- No officers or directors
- TW GP EF-I GP, LLC, is the general partner

TW GP EF-I GP, LLC

Directors and Officers	Position	Present Principal Occupation or Employment and Business Address	Common Units Beneficially Owned
Jason H. Downie	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(1)
Edward Herring	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(2)
Brian Blakeman	Vice President, Tax & Finance	Vice President, Tax & Finance of Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	-0-

Tailwater Capital LLC

Directors and Officers	Position	Present Principal Occupation or Employment and Business Address	Common Units Beneficially Owned
Jason H. Downie	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(1)
Edward Herring	Managing Partner	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(2)
Brian Blakeman	Vice President, Tax & Finance	Vice President, Tax & Finance of Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	-0-

Tailwater Holdings, LP

- No officers or directors
- TW GP Holdings, LLC, is the general partner

TW GP Holdings, LLC

Directors and Officers	Position	Present Principal Occupation or Employment and Business Address	Common Units Beneficially Owned
Jason H. Downie	Vice President	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(1)
Edward Herring	Vice President	Managing Partner, Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	(2)
Brian Blakeman	Vice President	Vice President, Tax & Finance of Tailwater Capital LLC 300 Crescent Court, Suite 200 Dallas, TX 75201	-0-

(1) See the cover page for Mr. Downie, line 11 of which is incorporated herein by reference.

(2) See the cover page for Mr. Herring, line 11 of which is incorporated herein by reference.

Exhibit 99.1

JOINT FILING AGREEMENT

We, the undersigned, hereby express our agreement that the attached Schedule 13D is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This agreement may be terminated with respect to the obligations to jointly file future amendments to such statement on Schedule 13D as to any of the undersigned upon such person giving written notice thereof to each of the other persons signatory hereto, at the principal office thereof.

Date: April 13, 2016

TW SOUTHCROSS AGGREGATOR LP,
a Delaware limited partnership

By: TW/LM GP Sub, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW/LM GP SUB, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TAILWATER ENERGY FUND I LP,
a Delaware limited partnership

By: TW GP EF-I, LP,
its General Partner

By: TW GP EF-I GP, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW GP EF-I, LP,
a Delaware limited partnership

By: TW GP EF-I GP, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TW GP EF-I GP, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

TAILWATER HOLDINGS, LP,
a Delaware limited partnership

By: TW GP Holdings, LLC,
its General Partner

By: /s/ Brian Blakeman
Brian Blakeman, Vice President

TW GP HOLDINGS, LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President

TAILWATER CAPITAL LLC,
a Texas limited liability company

By: /s/ Brian Blakeman
Brian Blakeman, Vice President Tax & Finance

/s/ Jason H. Downie
Jason H. Downie

/s/ Edward Herring
Edward Herring

Exhibit 99.2

Execution Copy

THIRD AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

SOUTHCROSS HOLDINGS LP

a Delaware Limited Partnership

Dated as of April 13, 2016

LIMITED PARTNERSHIP INTERESTS IN SOUTHCROSS HOLDINGS LP, A DELAWARE LIMITED PARTNERSHIP, HAVE NOT BEEN REGISTERED WITH OR QUALIFIED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE. THE INTERESTS ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. THE INTERESTS CANNOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THE THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF SOUTHCROSS HOLDINGS LP, AS SUCH MAY BE AMENDED OR RESTATED FROM TIME TO TIME, AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

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THIRD AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

SOUTHCROSS HOLDINGS LP

This THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP (the "***Agreement***"), dated as of April 13, 2016 (the "***Effective Date***"), of Southcross Holdings LP, a Delaware limited partnership (the "***Partnership***"), is made and entered into by and among Southcross Holdings GP LLC, a Delaware limited liability company (the "***General Partner***"), EIG BBTS Holdings, LLC, a Delaware limited liability company ("***EIG***"), TW Southcross Aggregator LP, a Delaware limited partnership ("***Tailwater***"), and the Lenders.

WHEREAS, on June 9, 2014, the General Partner and BBTS Borrower LP, a Delaware limited partnership ("***BBTS***"), formed the Partnership by filing a certificate of limited partnership with the Delaware Secretary of State and entered into a Limited Partnership Agreement of the Partnership (the "***Initial Partnership Agreement***") to set forth the respective rights and obligations of the General Partner and BBTS with respect to the Partnership;

WHEREAS, the Initial Partnership Agreement was amended and restated as of August 4, 2014 (such amended and restated Partnership Agreement, the "***First Amended and Restated Partnership Agreement***"), and the First Amended and Restated Partnership Agreement was subsequently amended and restated as of November 21, 2014 (such amended and restated Partnership Agreement, the "***Second Amended and Restated Partnership Agreement***");

WHEREAS, in connection with the consummation of the transactions contemplated by the RSA, the General Partner and the Limited Partners desire to amend and restate the Second Amended and Restated Partnership Agreement in the manner set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual agreements set forth in this Agreement and intending to be legally bound, the parties hereto hereby amend and restate the Second Amended and Restated Partnership Agreement in its entirety to read as follows:

ARTICLE I

DEFINITIONS

1.1. Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"***Access Partner***" means each of EIG, Tailwater, the Lenders (on a collective basis acting as a group) and any other Partner of the Partnership holding at least ten percent (10%) of the outstanding Class A Units.

"***Accredited Investor***" has the meaning set forth in Regulation D promulgated under the Securities Act.

"***Act***" means the Delaware Revised Uniform Limited Partnership Act, as it may be amended from time to time, and any corresponding provisions of succeeding law. All references to provisions of the Act shall be deemed to refer, if applicable, to their successor statutory provisions to the extent appropriate in light of the context herein in which such references are used.

"***Adjusted Capital Account***" means, with respect to any Partner, the balance, if any, in such Partner's Capital Account as of the end of the relevant Tax Year, Allocation Period or other relevant period, after giving effect to the following adjustments:

(a) add to such Capital Account any amounts which such Partner is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore to the Partnership pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) subtract from such Capital Account such Partner's share of the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and will be interpreted consistently therewith.

"***Affiliate***" means, with respect to a Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the first Person. For purposes of this definition, "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by agreement or otherwise; provided, however, that with respect to any Partner, the term "Affiliate" shall not include the General Partner, the Partnership, SXE or any of their respective Subsidiaries.

"***Appointment Agreement and Joinder***" has the meaning set forth in Section 11.16(a).

"***Agreement***" has the meaning set forth in the introductory paragraph, as it may be further amended, modified, supplemented or restated from time to time, or any successor agreement.

"***Allocation Period***" means (a) the period commencing on the day following the Effective Date and ending on the last day of the Partnership's Tax Year, (b) any subsequent period commencing on the first day of the Partnership's Tax Year and ending on the last day of the Partnership's Tax Year, or (c) any portion of any period described in clause (a) or (b) for which the Partnership is required to allocate Profits, Losses, and other items of Partnership income, gain, loss, or deduction pursuant to Section 5.3.

"***Amended Drag-Along Notice***" has the meaning set forth in Section 3.8(b).

"***Amended Tag-Along Notice***" has the meaning set forth in Section 3.7(b).

"***Annual Budget***" means each annual operating, general and administrative expense and capital budget of the Partnership for a given calendar year (or the portion of calendar year 2016 from the date of this Agreement through December 31, 2016, in the case of the Initial Budget), as approved, revised or otherwise modified by the General Partner or effective pursuant to Section 6.4(f), as such budget may be modified or amended from time to time by the General Partner or with the approval of the General Partner.

"***Approved Exit***" has the meaning set forth in Section 3.11(a).

"***Asserting Party***" has the meaning set forth in the definition of Redirected Distribution Amount.

"***Available Cash***" means the sum of (a) gross cash proceeds from the operations of the Partnership or its Subsidiaries, as applicable (including sales and dispositions of property whether or not in the ordinary course of business), (b) any net cash proceeds from any issuance of equity or refinancing of debt or new debt issuance or incurrence (other than amounts contributed pursuant to a Capital Call Notice), and (c) other cash on hand *less* amounts used to pay or establish reserves for not less than the following three (3) months for all expenses of the Partnership or its Subsidiaries, as applicable (including general and administrative expenses), contract and marketing costs, debt payments, taxes, capital expenditures, replacements, future acquisitions and investments and contingencies as set forth in the Annual Budget (including any amendments thereto), all as reasonably determined on a periodic basis by the General Partner.

"***Bankruptcy***" or "***Bankrupt***" means, with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any applicable law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any applicable law has been commenced against such Person and one hundred twenty (120) days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and ninety (90) days have expired without the appointment's having been vacated or stayed, or ninety (90) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in the Act.

"***BBTS***" has the meaning set forth in the Recitals.

"***Board of Directors***" means the Board of Directors of the General Partner.

"***Business Day***" means any day other than a Saturday, Sunday or legal holiday on which banks in New York City, New York or Dallas, Texas, are authorized or obligated by law to close.

"***Business Opportunity***" has the meaning set forth in Section 6.7(b).

"***Capital Account***" means the Capital Account maintained for each Partner on the Partnership's books and records in accordance with the following provisions:

(a) To each Partner's Capital Account there will be added (i) the amount of cash and the Gross Asset Value of any other asset contributed by such Partner to the Partnership, (ii) such Partner's allocable share of Profits and any items in the nature of income or gain that are specially allocated to such Partner pursuant to Section 5.3(b) hereof or other provisions of this Agreement, and (iii) the amount of any Partnership liabilities assumed by such Partner or which are secured by any property distributed to such Partner.

(b) From each Partner's Capital Account there will be subtracted (i) the amount of cash and the Gross Asset Value of any other Partnership assets distributed to such Partner pursuant to any provision of this Agreement, (ii) such Partner's allocable share of Losses and any other items in the nature of expenses or losses that are specially allocated to such Partner pursuant to Section 5.3(b) or other provisions of this Agreement, and (iii) liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

(c) Determination of the amount of any liability for purposes of subparagraphs (a) and (b) above will take into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

(d) If all or a portion of an Interest is disposed of accordance with the terms of this Agreement, the Assignee shall succeed to the Capital Account of the transferor to the extent it relates to the Interest so disposed of.

(e) For purposes of computing the Partners' Capital Accounts, the Simulated Basis of each Depletable Property of the Partnership will be allocated among the Partners based on their Class A Sharing Percentages.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and will be interpreted and applied in a manner consistent with such Treasury Regulations.

"***Capital Call Notice***" has the meaning set forth in Section 4.1(d)(i).

"***Capital Contribution***" means, with respect to any Partner, the amount of money and the Gross Asset Value of any tangible or intangible property (other than money) contributed to the capital of the Partnership by such Partner. Any reference in this Agreement to the Capital Contribution of a Partner shall include any Capital Contribution of its predecessors in interest.

"***Certificate***" has the meaning set forth in Section 2.1.

"***Change in Control***" means, (a) with respect to EIG (or any Permitted Transferee of EIG who holds Class A Units), any transaction which results in EIG (or such Permitted Transferee) ceasing to be Controlled by the EIG Group, (b) with respect to Tailwater (or any Permitted Transferee of Tailwater who holds Class A Units), any transaction which results in Tailwater (or such Permitted Transferee) ceasing to be Controlled by the Tailwater Group and (c) with respect to any other Person (for purposes of this definition, the "first Person"), any transaction or series of related transactions pursuant to which any Person (or any "person" or "group" (as those terms are used for purposes of Section 13(d)(3) of the Securities Exchange Act of 1934)) that is not, at the time of the transaction, Affiliated with the first Person, directly or indirectly by acquiring interests in a Parent of the first Person, acquires beneficial ownership of a majority of the outstanding equity interests or Voting Interests in the first Person.

"***Class A Limited Partner***" means EIG, Tailwater, the Lenders and any other Person acquiring Class A Units, and admitted to the Partnership as a Limited Partner, in accordance with the terms of this Agreement, in each case in such Person's capacity as a holder of Class A Units.

"***Class A Sharing Percentage***" means, with respect to any holder of Class A Units, a fraction (expressed as a percentage), the numerator of which is the total number of Class A Units held by such holder and the denominator of which is the total number of Class A Units held by all holders of Class A Units.

"***Class A Threshold Amount***" means, as of any Distribution Date, with respect to each holder of Class A-I Units, the amount that would be required to be distributed to such holder of Class A-I Units at such time to cause the cumulative amount of cash distributions made pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) on account of the Class A-I Units issued on the Effective Date to equal the amount that would be required to be distributed with respect to such Class A-I Units at such time to cause the cumulative amount of distributions made with respect to such Class A-I Units pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) to provide an Internal Rate of Return of twenty percent (20%) on the aggregate amount of the initial Capital Contribution made (or deemed to be made) to the Partnership on the Effective Date (as set forth on Exhibit A opposite the name of such holder of Class A-I Units under the column titled "*Initial Capital Contribution*") with respect to such Class A-I Units, including a return of the aggregate amount of such initial Capital Contribution (for the avoidance of doubt, taking into account for such purpose only distributions made with respect to such Class A-I Units pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1), including as a result of a liquidation pursuant to Article X).

"***Class A Unit Price***" means,

(a) $1,000 per Class A Unit until the earlier to occur of (i) first Capital Contribution in which each Class A Limited Partner (treating the holders of Class A-II Units on a collective basis) fails to contribute its full Class A Sharing Percentage of such Capital Contribution or (ii) until any Units are issued to any Person who immediately prior to such issuance was not a Limited Partner (each, a "***Revaluation Event***"), and

(b) for purposes of the first Revaluation Event and each Capital Contribution thereafter pursuant to which Class A Units are issued, the Class A Unit Fair Market Value.

"***Class A Units***" means, together, the Class A-I Units and Class A-II Units of the Partnership.

"***Class A Unit Fair Market Value***" the amount that would be distributed to a Class A Limited Partner on account of a Class A Unit if an amount equal to the Partnership Sale Value was distributed pursuant to Section 5.1.

"***Class A-I Sharing Percentage***" means, with respect to any holder of Class A-I Units, a fraction (expressed as a percentage), the numerator of which is the total number of Class A-I Units held by such holder and the denominator of which is the total number of Class A-I Units held by all holders of Class A-I Units.

"***Class A-I Units***" means the units of the Partnership designated as Class A-I Units and having the rights associated with Class A-I Units as described herein.

"***Class A-II Recovery Distribution***" has the meaning set forth in Section 5.1(g).

"***Class A-II Representative***" means a Person to be appointed by the General Partner pursuant to Section 11.16 to act as a service provider for the General Partner in respect of the Class A-II Unit holders, in such capacity, and any successor in such capacity appointed in accordance with Exhibit F.

"***Class A-II Representative Indemnitee***" has the meaning assigned to such term in Section 7.2 of Exhibit F hereto.

"***Class A-II Sharing Percentage***" means, with respect to any holder of Class A-II Units, a fraction (expressed as a percentage), the numerator of which is the total number of Class A-II Units held by such holder and the denominator of which is the total number of Class A-II Units held by all holders of Class A-II Units.

"***Class A-II Units***" means the units of the Partnership designated as Class A-II Units and having the rights associated with Class A-II Units as described herein, provided that at any time Equivalent Securities are outstanding, such Equivalent Securities (on an as converted basis) shall be deemed to be "Class A-II Units" for all purposes of this Agreement (other than distributions pursuant to Section 5.1 or Section 5.2 (and any calculations or determinations related thereto)).

"***Class B Award Agreement***" means any Class B Award Agreement between the Partnership and a Class B Unit recipient.

"***Class B Limited Partner***" means any Person acquiring Class B Units, and admitted to the Partnership as a Limited Partner, in accordance with the terms of this Agreement, in each case in such Person's capacity as a holder of Class B Units.

"***Class B Plan***" means that certain Class B Plan of the Partnership, dated as of the Effective Date, as it may be amended.

"***Class B Sharing Percentage***" means, with respect to any holder of Class B Units, a fraction (expressed as a percentage), the numerator of which is the total number of Class B Units held by such holder and the denominator of which is the total number of Class B Units held by all holders of Class B Units.

"***Class B Units***" means the units of the Partnership designated as Class B Units and having the rights associated with Class B Units as described herein.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

"***Compensatory Interests***" has the meaning set forth in Section 4.5(c).

"***Control,***" "***Controlling***" or "***Controlled***" means, as to a specified Person, the beneficial ownership, directly or indirectly, of more than 50% of the voting power of the outstanding Voting Interests of such Person or the power or authority, by contract or otherwise, to direct the management, activities or policies of such Entity.

"***Conversion Notice***" has the meaning set forth in Section 4.1(e)(iv).

"***Cure Notice***" has the meaning set forth in Section 3.10(c).

"***Cure Period***" has the meaning set forth in Section 3.10(c).

"***Current Market Value***" when used with reference to any capital stock or other security on any date means: (a) if the capital stock or security is then listed or admitted to trading on a national securities exchange, is quoted on the OTC Bulletin Board or is quoted on any other interdealer quotation system or regularly quoted by member firms of the Financial Industry Regulatory Authority, the volume weighted average of the Trading Prices of such security on the date of determination (if a trading day) and on each of the five (5) trading days immediately preceding, and on each of the five (5) trading days immediately following, the date of the determination (any such capital stock or security so listed, traded or quoted being referred to as "***Publicly Traded***") or (b) if the capital stock or security is not Publicly Traded, the Fair Market Value of such capital stock or security.

"***Damages***" has the meaning set forth in Section 6.5(b).

"***Depletable Property***" means each separate oil and gas property as defined in Code Section 614 owned by the Partnership as a result of a Capital Contribution, acquisition or otherwise.

"***Depreciation***" means, for each Allocation Period or other period, an amount equal to the depreciation, amortization or other cost recovery deduction (other than Simulated Depletion) allowable for U.S. federal income tax purposes with respect to an asset for such Allocation Period or other period, except that (a) with respect to any property the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial method" pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such Allocation Period or other period will be the amount of book basis recovered for such Allocation Period or other period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2) and (b) with respect to any other property the Gross Asset Value of which differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Allocation Period or other period, Depreciation for such Allocation Period or other period will be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period or other period bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if the U.S. federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period or other period is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"***Depreciation Recapture***" has the meaning set forth in Section 5.3(c)(iii)(B).

"***Designating Party***" has the meaning set forth in the GP Agreement.

"***DIP Credit Agreement***" means that certain Secured Superpriority Debtor In Possession Credit, Guarantee and Security Agreement, dated as of March 29, 2016, by and among the Partnership, the other members of the Partnership Group signatory thereto, and Wilmington Trust, National Association, as administrative and collateral agent, as it may be amended from time to time.

"***Director***" or "***Directors***" means any member or members of the Board of Directors.

"***Dispute***" has the meaning set forth in Section 11.9(a).

"***Distributable Property***" means Available Cash and non-cash proceeds from sales and dispositions of property of the Partnership and its Subsidiaries.

"***Distribution Date***" means the time of any applicable distribution being made pursuant to Section 5.1, including as a result of a liquidation pursuant to Article X.

"***Distribution Threshold***" has the meaning set forth in Section 4.5(b).

"***Drag-Along Notice***" has the meaning set forth in Section 3.8(b).

"***Drag-Along Participant***" has the meaning set forth in Section 3.8(a).

"***Drag-Along Sale***" has the meaning set forth in Section 3.8(a).

"***Drag-Along Seller***" has the meaning set forth in Section 3.8(a).

"***Drag-Along Transferee***" has the meaning set forth in Section 3.8(a).

"***Drag Transferring Persons***" has the meaning set forth in Section 3.8(b).

"***Dropdown Transaction***" means a contribution by the Partnership, the General Partner or the Subsidiaries of the Partnership of all or a portion of their assets to any member of the SXE Group.

"***Effective Date***" has the meaning set forth in the introductory paragraph hereof.

"***EIG***" has the meaning set forth in the introductory paragraph hereof and includes any successor to EIG and any Transferee of all but not less than all of EIG's Interest.

"***EIG DIP Amount***" has the meaning set forth in Section 4.1(c)(i).

"***EIG Group***" means EIG Energy Fund XIV, L.P., EIG Energy Fund XIV-A, L.P., EIG Energy Fund XIV-B, L.P., EIG Energy Fund XIV (Cayman), L.P., EIG Energy XIV Blocker (BBTS), LLC, EIG Energy Fund XV, L.P., EIG Energy Fund XV-A, L.P., EIG Energy Fund XV-B, L.P., EIG Energy Fund XV (Cayman), L.P., EIG Energy XV (BBTS) Blocker, L.P., and their respective Affiliates and any investment fund or separate account managed by any of the foregoing.

"***Emergency Expenditures***" means expenditures which are reasonably necessary to be expended in order to mitigate or remedy the endangerment of property, the health or safety of any Person or the environment.

"***Entity***" means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or other entity.

"***Equity Security***" means (a) the equity ownership rights in a business Entity, whether a corporation, company, joint stock company, limited liability company, general or limited partnership, joint venture, bank, association, trust, trust company, land trust, business trust, sole proprietorship or other business Entity or organization, and whether in the form of capital stock, ownership unit, limited liability company interest, limited or general partnership interest or any other form of ownership, and (b) also includes all Equity Interest Equivalents.

"***Equity Interest Equivalents***" means all rights, warrants, options, convertible securities or indebtedness, exchangeable securities or other instruments, or other rights that are outstanding and exercisable for or convertible or exchangeable into, directly or indirectly, any Equity Security described in clause (a) of the definition thereof at the time of issuance or upon the passage of time or occurrence of some future event.

"***Equivalent Security***" has the meaning set forth in Section 4.1(e)(i).

"***Exercising Partners***" has the meaning set forth in Section 3.10(b).

"***Fair Market Value***" means the fair market value as determined in good faith by the General Partner; provided that the determination of Fair Market Value shall be subject to Section 3.13. In determining the Fair Market Value of any non-cash property, all factors which the General Partner determines might reasonably affect such value shall be taken into account; provided, however, that (a) the Fair Market Value of any non-cash property that consists of Publicly Traded securities or similar instruments shall be the Current Market Value thereof determined by reference to a record date which shall be fixed by the General Partner as of a date not less than five (5) trading days before and no more than ten (10) trading days before the proposed action requiring a determination of Fair Market Value of any such non-cash property and (b) in no event shall any non-cash property be valued at less than the price at which the Partnership can require a third Person to buy the non-cash property, taking into account the creditworthiness of the Person with such purchase obligation, the availability of any collateral for the obligation, and other factors that the General Partner deems appropriate. The Fair Market Value shall be determined without reduction based upon any lack of control, minority ownership, marketability or other similar discounts.

"***First Amended and Restated Partnership Agreement***" has the meaning set forth in the Recitals.

"***First Priority Amount***" means, as of any Distribution Date, with respect to each holder of Class A Units, the amount that would be required to be distributed to such holder of Class A Units at such time to cause the cumulative amount of distributions made pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) on account of the Class A Units held by such holder to equal the amount that would be required to be distributed with respect to such Class A Units at such time to cause the cumulative amount of distributions made with respect to such Class A Units pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) to provide an Internal Rate of Return of eight percent (8%) on the aggregate amount of all Capital Contributions made (or deemed to be made) to the Partnership at such time with respect to such Class A Units, including a return of the aggregate amount of all Capital Contributions made (or deemed to be made) to the Partnership at such time with respect to such Class A Units (for the avoidance of doubt, taking into account for such purpose only distributions made with respect to such Class A Units pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1), including as a result of a liquidation pursuant to Article X).

"***Fiscal Year***" has the meaning set forth in Section 2.6.

"***FMV Notice***" has the meaning set forth in Section 3.13(a).

"***FMV Objection***" has the meaning set forth in Section 3.13(b).

"***FOIA***" has the meaning set forth in Section 7.4(c).

"***FOIA Limited Partner***" has the meaning set forth in Section 7.4(b).

"***Fourth Priority Amount***" means, as of any Distribution Date, with respect to each holder of Class A Units, the amount that would be required to be distributed to such holder of Class A Units at such time to cause the cumulative amount of distributions made pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) on account of the Class A Units held by such holder of Class A Units to equal the product of 3.0 multiplied by the aggregate amount of all Capital Contributions made (or deemed to be made) to the Partnership at such time with respect to such Class A Units (for the avoidance of doubt, taking into account for such purpose only distributions made to such holders pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1), including as a result of a liquidation pursuant to Article X).

"***Fully Participating Partners***" has the meaning set forth in Section 4.1(d)(i).

"***GAAP***" has the meaning set forth in Section 7.2(a).

"***General Partner***" has the meaning set forth in the introductory paragraph of this Agreement and includes any successor to the General Partner and any Transferee of all but not less than all of the General Partner's Interest in the Partnership.

"***GP Agreement***" means the Third Amended and Restated Limited Liability Company Agreement of the General Partner, as it may be amended, modified, supplemented or restated from time to time, or any successor agreement.

"***GP Obligation***" means (a) any indemnity obligation owed by the General Partner to any of its officers or directors or any third party and (b) any obligation owed by the General Partner for any taxes and any tax, accounting, legal advisors or any other party that performs general and administrative services on behalf of the General Partner that are reasonably necessary to the conduct of the business of the General Partner.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership is the gross fair market value of such asset as agreed upon between the General Partner and the contributing Partner at the time of contribution; provided that the General Partner, each Lender, EIG and Tailwater hereby agree (i) that the Gross Asset Value of the obligations contributed to the Partnership by each Lender on the Effective Date shall equal the amounts set forth opposite each such Lender's name on Exhibit A in the column titled "*Initial Capital Contribution*", (ii) that the Gross Asset Value of the EIG DIP Amount contributed by EIG on the Effective Date shall equal $16,000,000 and (iii) that the Gross Asset Value of the Tailwater DIP Amount contributed by Tailwater on the Effective Date shall equal $16,000,000.

(b) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Directors, in a manner that is consistent with Code Section 7701(g) and this Agreement, as of the following times:

(i) the acquisition of an additional Interest by any new or existing Partner in exchange for more than a de minimis Capital Contribution or as consideration for the performance of services on behalf of the Partnership;

(ii) the distribution by the Partnership to a Partner of more than a de minimis amount of property other than money as consideration for an Interest;

(iii) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and

(iv) at such other times as the Board of Directors may reasonably determine to be necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2; *provided*, *however*, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the Board of Directors reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership.

(c) The Gross Asset Value of any Partnership asset distributed to a Partner shall be the gross Fair Market Value of such asset (taking Code Section 7701(g) into account) on the date of distribution.

(d) The Gross Asset Values of Partnership assets will be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), except that Gross Asset Values will not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Values of Partnership assets has been determined or adjusted pursuant to clauses (b) or (d) hereof, such Gross Asset Value shall thereafter be adjusted by the Deprecation taken into account with respect to such property for purposes of computing Profits and Losses and for purposes of computing Simulated Depletion and other items allocated pursuant to Article V.

"***Indemnitee***" means (a) the General Partner, (b) each Officer or officer the General Partner, (c) the Directors, (d) each Organizing Person, (e) the Tax Matters Representative (or Person acting in a similar capacity), (f) any Person who is or was an Affiliate of the Partnership (other than any Person in the SXE Group), (g) any Person who is or was a partner, officer, director, employee, agent, fiduciary or trustee of the Partnership or any Affiliate of the Partnership (other than any Person in the SXE Group), (h) any Person who is or was serving at the request of the Partnership or any Affiliate of the Partnership (other than any Person in the SXE Group) as a partner, officer, director, employee, agent, fiduciary or trustee of another Person; provided, however, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services and (i) any Person the Partnership designates as an "Indemnitee" for purposes of this Agreement.

"***Indemnity Agreement***" means that certain Indemnification Agreement, dated as of the Effective Date, among the General Partner, the Partnership and the other parties signatory thereto.

"***Independent Appraiser***" means an independent investment bank or appraisal firm with no material engagement within the three years prior to any engagement under this Agreement (other than as an Independent Appraiser pursuant to this Agreement) with the Partnership, any Partner or their Affiliates with experience involving non-public securities in the midstream industry.

"***Indirect Parent Transfer***" has the meaning set forth in Section 3.10(a).

"***Initial Appraiser***" has the meaning set forth in Section 3.10(b)(i).

"***Initial Budget***" has the meaning set forth in Section 6.4(a).

"***Initial Partnership Agreement***" has the meaning set forth in the Recitals.

"***Interest***" means the limited partnership interest of a Partner in the Partnership at any particular time, including, without limitation, all Units and Equivalent Securities held by such Partner.

"***Interest Rate***" means a rate per annum equal to the lesser of (a) a varying rate per annum that is equal to the interest rate publicly quoted by JPMorgan Chase Bank (or its successor) from time to time as its prime commercial or similar reference interest rate, with adjustments in that varying rate to be made on the same date as any change in that rate, compounded annually, and (b) the maximum rate permitted by applicable law.

"***Internal Rate of Return***" means the annualized internal rate of return calculated at the applicable time using the "XIRR" function on Microsoft Excel, with an array of values, with capital contributions made by a holder of Class A Units with respect to its Class A Units as negative values and distributions received by such holder of Class A Units on account of its Class A Units as positive values. The Internal Rate of Return shall be computed with annual compounding. If Microsoft Excel is no longer available or if the Microsoft Excel spreadsheet formula is changed, the foregoing formula shall be adjusted as necessary so as to achieve an equivalent result.

"***IPT Exercise Notice***" has the meaning set forth in Section 3.10(a)(ii).

"***IPT Notice***" has the meaning set forth in Section 3.10(a).

"***IPT Notice Recipient***" has the meaning set forth in Section 3.10(a)(i).

"***IPT Transaction Value***" has the meaning set forth in Section 3.10(a)(i).

"***Joinder***" has the meaning set forth in Section 3.4(b).

"***Lenders***" means each holder of Class A-II Units as of the Effective Date.

"***Liens***" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, right of first refusal or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract or agreement to give any of the foregoing.

"***Limited Partner***" means each Class A Limited Partner, Class B Limited Partner and each other Person hereafter admitted as a Limited Partner of the Partnership in accordance with this Agreement.

"***Liquidation Event***" has the meaning set forth in Section 10.1.

"***Liquidity Event***" means a (a) Qualified IPO and (b) any other event wherein cash or cash equivalent proceeds to the Partners (and any assignees) on account of their respective Interests in the Partnership are generated outside the ordinary operation of the Partnership Group in conjunction with a disposition of equity of the General Partner and/or the Partnership Group (by merger, consolidation or otherwise) or all or any material portion of the assets of the General Partner and the Partnership Group, other than a Tag-Along Sale or a Drag-Along Sale.

"***LLC Units***" means Units (as defined in the GP Agreement).

"***Midstream Activities***" means any business activity that is generally considered in the oil and gas industry to be part of the "midstream sector," including the development, construction, ownership, operation or acquisition of assets for the gathering, processing, storing, transporting and marketing of hydrocarbons (including oil, condensate, natural gas and natural gas liquids), including hydrocarbon terminals, hydrocarbon storage complexes, hydrocarbon gathering and transload facilities, pipeline, platform, dehydration, distillation, stabilization, fractionation, processing, treating, compression and similar systems, facilities, and related infrastructure, and other facilities for the refining, gathering, transporting (by barge, pipeline, rail, ship, truck or other mode of transportation), terminaling, storing, processing, treating, compressing, dehydrating, blending, fractionating, pumping, and otherwise handling of hydrocarbons.

"***Neutral Appraiser***" has the meaning set forth in Section 3.10(b)(ii).

"***Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"***Offeror***" has the meaning set forth in Section 3.10(a).

"***Officer***" has the meaning set forth in Section 6.3.

"***Organizing Person***" means each Person executing the Certificate on behalf of the General Partner or the Partnership.

"***Parent***" means with respect to any Entity, any other Entity that Controls such first Entity.

"***Partner***" means the General Partner and the Limited Partners and any Person admitted to the Partnership as a Partner after the Effective Date in accordance with this Agreement.

"***Partner Indemnitors***" has the meaning set forth in Section 6.5(f).

"***Partner Minimum Gain***" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"***Partner Nonrecourse Debt***" has the meaning set forth for such term in Treasury Regulations Section 1.704-2(b)(4).

"***Partner Nonrecourse Deductions***" has the meaning set forth for such term in Treasury Regulations Section 1.704-2(i).

"***Partnership***" has the meaning set forth in the introductory paragraph hereof.

"***Partnership Group***" means the Partnership and its Subsidiaries.

"***Partnership Minimum Gain***" has the meaning set forth for such term in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1).

"***Partnership Sale Value***" means the amount that the Partnership would receive in an all cash sale of all of the assets and businesses of the Partnership and its wholly owned Subsidiaries as a going concern (giving effect to (a) all existing Liens on such assets and (b) all outstanding indebtedness for borrowed money, of the Partnership and its wholly-owned Subsidiaries) in an arm's length transaction with an unaffiliated third-party consummated immediately preceding the event giving rise to the determination of the Partnership Sale Value (assuming that all of the proceeds of such sale were paid directly to the Partnership).

"***Permitted Transferee***" has the meaning set forth in Section 3.4(d).

"***Person***" means any individual or Entity.

"***Primary Objecting Holder***" has the meaning set forth in Section 3.13(b).

"***Primary Exercising Partner***" has the meaning set forth in Section 3.10(b).

"***Prior Credit Agreement***" means that certain Credit Agreement dated as of August 4, 2014, by and among Southcross Holdings Guarantor LP, Southcross Holdings Borrower GP LLC, Southcross Holdings Borrower LP, the guarantors party thereto, the lenders party thereto, and UBS AG, Stamford Branch, as administrative and collateral agent.

"***Priority Amount***" has the meaning set forth in Section 4.1(d).

"***Profits***" and "***Losses***" means, for each Allocation Period or other period, an amount equal to the Partnership's taxable income or loss for such Allocation Period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses will increase the amount of such income and/or decrease the amount of such loss;

(b) any expenditure of the Partnership described in Code Section 705(a)(2)(B) or treated as a Code Section 705(a)(2)(B) expenditure pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses will decrease the amount of such income and/or increase the amount of such loss;

(c) gain or loss resulting from any disposition of any Partnership assets (other than Depletable Property) where such gain or loss is recognized for U.S. federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(d) gain or loss resulting from any disposition of a Depletable Property shall be treated as being equal to the corresponding Simulated Gain or Simulated Loss, as applicable;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such income or loss, Depreciation will be taken into account for such Allocation Period or other period;

(f) to the extent an adjustment to the adjusted tax basis of any Partnership assets pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for the purposes of computing Profits and Losses;

(g) if the Gross Asset Value of any Partnership asset is adjusted in accordance with subparagraph (b) or subparagraph (c) of the definition of "***Gross Asset Value***" above, the amount of such adjustment will be taken into account in the Allocation Period of such adjustment as gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and

(h) notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 5.3(b) will not be taken into account in computing Profits or Losses.

The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to Section 5.3(b) will be determined by applying rules analogous to those set forth in this definition of Profits and Losses.

"***Proposed Budget***" has the meaning set forth in Section 6.4(c).

"***Proposed Rules***" has the meaning set forth in Section 4.5(c).

"***Prudent Industry Practices***" means, at a particular time, any of the practices, methods, standards of care, skill, safety and diligence, as the same may change from time to time, but applied in light of the facts known at the time, that are consistent with the general standards applied or utilized under comparable circumstances by a reasonably prudent operator, in a good and workmanlike manner, with due diligence and dispatch, in accordance with good midstream industry practice.

"***Public Offering***" means the sale in a firm underwritten public offering registered under the Securities Act of any class of Equity Securities of the Partnership (or any successor thereto).

"***Publicly Traded***" has the meaning set forth in the definition of Current Market Value.

"***Qualified IPO***" means any transaction that results in at least $75 million of Equity Securities of the Partnership or any successor thereto being Publicly Traded pursuant to an underwritten Public Offering of securities.

"***Redirected Distribution Amount***" means any amounts paid by the Partnership to any Class A-II Representative Indemnitee pursuant to Section 7 of Exhibit F in connection with, as a result of or arising out of any claim, demand, proceeding or litigation asserted by any holder of Class A-II Units (such holder, an "***Asserting Party***") and not reimbursed by the Asserting Party or the other holders of Class A-II Units within 30 days of demand therefor.

"***Registration Rights Agreement***" means a registration rights agreement, in a form reasonably acceptable to the Limited Partner entering into such agreement, relating to the registration of Equity Securities of the applicable issuer held by such Limited Partner.

"***Restructuring Documents***" means (a) the Indemnity Agreement and (b) the indemnification and releases by the Partnership set forth in the Plan (as defined in the RSA), including pursuant to Article V.B. and Article VIII.B and D. thereof.

"***Revaluation Event***" has the meaning set forth in the definition of Class A Unit Price.

"***Revised Class A Sharing Percentage***" means (a) with respect to holders of Class A-I Units (in the aggregate), a fraction (expressed as a percentage) the numerator of which shall equal the sum of 153,015.30 plus the aggregate number of Class A-I Units issued after the Effective Date, and the denominator of which shall equal the total number of Class A Units held by all holders of Class A Units on the applicable Distribution Date, and (b) with respect to holders of Class A-II Units (in the aggregate), a fraction (expressed as a percentage) the numerator of which shall equal the sum of 102,010.20 plus the aggregate number of Class A-II Units issued after the Effective Date, and the denominator of which shall equal the total number of Class A Units held by all holders of Class A Units on the applicable Distribution Date.

"***RSA***" means that certain Restructuring Support and Lock-Up Agreement, dated March 21, 2016, by and among the Partnership and each of the other parties signatory thereto.

"***Rules***" has the meaning set forth in Section 11.9(a).

"***Safe Harbor Election***" has the meaning set forth in Section 4.5(c).

"***Second Amended and Restated Partnership Agreement***" has the meaning set forth in the Recitals.

"***Second Appraiser***" has the meaning set forth in Section 3.10(b)(ii).

"***Second Priority Amount***" means, as of any Distribution Date, with respect to each holder of Class A Units, the amount that would be required to be distributed to such holder of Class A Units at such time to cause the cumulative amount of distributions made pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) on account of the Class A Units held by such holder of Class A Units to equal the product of 2.0 multiplied by the aggregate amount of all Capital Contributions made (or deemed to be made) to the Partnership at such time with respect to such Class A Units (for the avoidance of doubt, taking into account for such purpose only distributions made to such holders pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1), including as a result of a liquidation pursuant to Article X).

"***Secretary of State***" means the Secretary of State of the State of Delaware.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Set-Off Distribution***" has the meaning set forth in Section 5.1(g).

"***Simulated Basis***" shall mean the book value of any Depletable Property. The Simulated Basis of each Depletable Property shall be allocated to each Partner in accordance with such Partner's Class A Sharing Percentage as of the time such Depletable Property is contributed to or acquired by the Partnership (and any additions to such Simulated Basis resulting from expenditures required to be capitalized in such Simulated Basis shall be allocated among the Partners in a manner designed to cause the Partners' proportionate shares of such Simulated Basis to be in accordance with their Class A Sharing Percentages as determined at the time of any such additions), and shall be reallocated among the Partners in accordance with the Partners' Class A Sharing Percentages as determined immediately following the occurrence of an event giving rise to an adjustment to the book value of the Partnership's Depletable Properties pursuant to clause (b) of the definition of Gross Asset Value.

"***Simulated Depletion***" shall mean, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2). For purposes of computing Simulated Depletion with respect to any Depletable Property, the Simulated Basis of such property shall be deemed to be the book value of such property, and in no event shall such allowance, in the aggregate, exceed such Simulated Basis. For purposes of computing Simulated Depletion, the General Partner will apply on a property by property basis the simulated percentage depletion method or the simulated cost depletion method, as determined by the General Partner, under Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

"***Simulated Gain***" or "***Simulated Loss***" shall mean the simulated gain or simulated loss computed by the Partnership with respect to each amount of gain or loss realized from the sale or other disposition of Depletable Property as calculated in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

"***Subject Company***" has the meaning set forth in Section 3.10(a).

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person. Notwithstanding the foregoing, neither SXE nor any of its subsidiaries shall be considered a Subsidiary of the Partnership.

"***SXE***" means Southcross Energy Partners LP, a Delaware limited partnership.

"***SXE GP***" means Southcross Energy Partners GP, LLC.

"***SXE Group***" means SXE and its Subsidiaries.

"***Tag-Along Notice***" has the meaning set forth in Section 3.7(b).

"***Tag-Along Sale***" has the meaning set forth in Section 3.7(a).

"***Tag-Along Sale Percentage***" means a number, expressed as a percentage, equal to the number of Class A Units of the Tag-Along Seller proposed to be transferred in a Tag-Along Sale divided by the total number of Class A Units held by such Tag-Along Seller as of the date of the applicable Tag-Along Notice.

"***Tag-Along Seller***" has the meaning set forth in Section 3.7(a).

"***Tag-Along Transferee***" has the meaning set forth in Section 3.7(a).

"***Tag Transferring Person***" has the meaning set forth in Section 3.7(b).

"***Tailwater***" has the meaning set forth in the introductory paragraph hereof and includes any successor to Tailwater and Transferee of all but not less than all of Tailwater's Interest.

"***Tailwater DIP Amount***" has the meaning set forth in Section 4.1(c)(ii).

"***Tailwater Group***" means Tailwater, Tailwater Capital LLC, Tailwater Energy Fund I, LP, Tailwater Energy Fund II LP, TW BBTS Aggregator LP, and each of their respective Affiliates.

"***Tax Amount***" means has the meaning set forth in Section 5.2(b).

"***Tax Distribution***" has the meaning set forth in Section 5.2(a).

"***Tax Matters Representative***" has the meaning set forth in Section 8.4.

"***Tax Year***" has the meaning set forth in Section 2.6.

"***Third Priority Amount***" means, as of any Distribution Date, with respect to each holder of Class A Units, the amount that would be required to be distributed to such holder of Class A Units at such time to cause the cumulative amount of distributions made pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1) on account of the Class A Units held by such holder of Class A Units to equal the product of 2.5 multiplied by the aggregate amount of all Capital Contributions made (or deemed to be made) to the Partnership at such time with respect to such Class A Units (for the avoidance of doubt, taking into account for such purpose only distributions made to such holders pursuant to Section 5.1 and Section 5.2 (to the extent treated as an advanced distribution under Section 5.1), including as a result of a liquidation pursuant to Article X).

"***Total Capital Contribution***" has the meaning set forth in Section 4.1(d)(i).

"***Total Consideration***" means, as to any applicable Transfer or Liquidity Event pursuant to the terms hereof, the sum of all cash and the Fair Market Value of all non-cash consideration to be paid for all Units Transferred in such transaction. For the avoidance of doubt, Total Consideration shall not include any amounts paid in satisfaction of any credit facility of the Partnership Group or other indebtedness (including the Unsecured Notes).

"***Trading Price***" means, for any trading day, the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the closing bid and asked prices regular way for such day, in each case, (a) on the principal national securities exchange on which the shares of such capital stock are listed, (b) if (a) does not apply, as quoted on the OTC Bulletin Board, (c) if (a) and (b) do not apply, as reported or quoted on any other interdealer quotation system, including the Pink Sheets, on which such capital stock or security is then traded or quoted or (d) if (a) through (c) do not apply, as otherwise reported by any member firm of the National Association of Securities Dealers, Inc. selected by the General Partner.

"***Transfer***" means a disposition, sale, assignment, transfer, exchange, pledge or the grant of a security interest or other encumbrance.

"***Transferor***" means a Person that Transfers or prepares to Transfer.

"***Transferee***" is a Person to whom a Transfer is made or is prepared to be made.

"***Treasury Regulations***" means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

"***Ultimate Parent***" means (a) with respect to EIG, EIG Management Company, LLC, (b) with respect to Tailwater, Tailwater Capital LLC, (c) with respect to each Lender, the Person designated by such Lender (if any) as the ultimate Person that Controls such Lender and set forth on Exhibit B hereto and (d) with respect to any other Partner, the Person designated by the Board of Directors reasonably and in good faith as the ultimate Person that Controls such Partner upon its admission as a Partner.

"***Unfunded Notice***" has the meaning set forth in Section 4.1(d)(i).

"***Unit Certificate***" has the meaning set forth in Section 4.6(a).

"***Units***" means the Class A Units and Class B Units of the Partnership and any other class of Units of the Partnership authorized and issued after the Effective Date.

"***Unsecured Notes***" means those certain Senior Unsecured Notes, dated as of the Effective Date, issued to Tailwater and EIG in the initial principal amount of $8,000,000, in the aggregate.

"***Voting Interests***" means, as to a specified Person: (a) in the case of a corporation, the outstanding securities thereof entitled to vote on the election of directors; (b) in the case of a limited partnership, the general partnership interests therein; (c) in the case of a limited liability company, partnership or venture, the securities or interests therein entitled to manage or elect the managers or other governing body of such Person; (d) in the case of a trust or estate, the interest therein entitled to appoint or elect the trustee or similar governing body thereof; and (e) in the case of any other Person, the interest therein entitled to elect the governing body of such Person or otherwise exercise the power to direct or cause the direction of the management and policies of such Person.

"***Voting Support***" by a Partner with respect to a given action means that such Partner will (a) appear at any equity holder meeting of the Partnership or the General Partner to consider such action or otherwise cause its applicable Equity Securities owned by such Partner (or any of its Affiliates) as of the relevant time to be counted as present for purposes of calculating a quorum for such purpose, and respond to any other request by the Partnership or the General Partner for written consent, if any, with respect to such action, (b) vote, or cause to be voted, all of its applicable Equity Securities (i) in favor of the approval of such action, and (ii) against any action or agreement that would reasonably be expected to interfere with, delay or attempt to discourage the consummation of such action, and (c) cause the directors appointed by it to the Board of Directors of the General Partner to appear at any meeting of the Board of Directors to consider such action and direct such directors to vote (i) in favor of the approval of such action, and (ii) against any action or agreement that would reasonably be expected to interfere with, delay or attempt to discourage the consummation of such action.

"***Withheld Amounts***" has the meaning set forth in Section 4.1(e).

1.2. Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement unless otherwise specified, and all references to Exhibits and Schedules are to exhibits and schedules attached hereto, each of which is made a part hereof for all purposes. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any Affiliate of such Person. All accounting terms used herein and not otherwise defined herein will have the meanings accorded them in accordance with GAAP and, except as expressly provided herein, all accounting determinations will be made in accordance with such accounting principles in effect from time to time.

ARTICLE II

ORGANIZATION

2.1. Continuation of the Partnership. The Partnership was organized as a Delaware limited partnership by the filing of the Certificate of Limited Partnership of the Partnership (the "***Certificate***") in the office of the Secretary of State pursuant to the Act on June 9, 2014. The Partners desire to continue the Partnership for the purposes and upon the terms and conditions hereinafter set forth. Except as provided herein, the rights, duties and liabilities of each Partner shall be as provided in the Act.

2.2. Name. The name of the Partnership is Southcross Holdings LP. Partnership business will be conducted in such name or such other names that comply with applicable law as the General Partner may select from time to time.

2.3. Registered Office; Registered Agent. The registered office of the Partnership in the State of Delaware will be the initial registered office designated in the Certificate or such other office (which need not be a place of business of the Partnership) as the General Partner may designate from time to time in the manner provided by law. The registered agent of the Partnership in the State of Delaware will be the initial registered agent designated in the Certificate, or such other Person or Persons as the General Partner may designate from time to time in the manner provided by law.

2.4. Principal Office. The principal office of the Partnership will initially be at such location as the General Partner may designate from time to time, which need not be in the State of Delaware. The Partnership may have such other offices as the General Partner may determine appropriate.

2.5. Purpose; Powers. The Partnership is organized for the purposes of (a) engaging, directly or through its Subsidiaries, in Midstream Activities in the continental United States and (b) engaging, directly or through its Subsidiaries, in any other business or activity that now or hereafter may be necessary, incidental, proper, advisable or convenient in furtherance of or otherwise relating to the foregoing purpose as determined by the General Partner in its discretion. The Partnership will have all powers permitted to be exercised by a limited partnership organized in the State of Delaware.

2.6. Fiscal Year. The fiscal year of the Partnership (the "***Fiscal Year***") for financial statement purposes will end on December 31st unless otherwise determined by the General Partner. The tax year of the Partnership (the "***Tax Year***") for U.S. federal and applicable state and local income tax purposes will end on December 31st unless otherwise required under the Code.

2.7. Foreign Qualification Governmental Filings. Prior to the Partnership's conducting business in any jurisdiction other than the State of Delaware, the General Partner will cause the Partnership to comply, to the extent procedures are available, with all requirements necessary to qualify the Partnership as a foreign limited partnership in such jurisdiction. Each Officer is authorized, on behalf of the Partnership, to execute, acknowledge, swear to and deliver all certificates and other instruments as may be necessary or appropriate in connection with such qualifications. Further, each Partner will execute, acknowledge, swear to and deliver all certificates and other instruments that are necessary or appropriate to qualify, or, as appropriate, to continue or terminate such qualification of, the Partnership as a foreign limited partnership in all such jurisdictions in which the Partnership may conduct business.

2.8. Term. The Partnership commenced on the date the Certificate was filed with the Secretary of State of the State of Delaware, and will continue in existence until terminated pursuant to this Agreement.

ARTICLE III

PARTNERS; DISPOSITIONS OF INTERESTS

3.1. Partners. As of the Effective Date, the undersigned Partners and the Lenders are the sole Partners of the Partnership. The names, addresses, initial Capital Contributions and number and class of Units of each Partner are set forth on Exhibit A attached hereto and incorporated herein. The General Partner is hereby authorized to amend Exhibit A to reflect the admission of additional Partners, the withdrawal of a Partner, the change of address of a Partner, the Capital Contribution of a Partner, the number and classes of Units of a Partner, and other information called for by Exhibit A. Such completion, correction or amendment may be made from time to time as and when the General Partner considers it appropriate.

3.2. Liability of Partners.

(a) Except as this Agreement may otherwise provide or applicable law may otherwise require, (i) the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and (ii) no Limited Partner shall be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Limited Partner of the Partnership.

(b) A Limited Partner, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, if any, (ii) its share of any assets and undistributed profits of the Partnership and (iii) the amount of any distributions wrongfully distributed to it to the extent set forth in the Act.

3.3. Restrictions on Management by Limited Partners. No Limited Partner, in its capacity as such, shall have the right or power to take part in the control of the Partnership or its business or affairs or the right or power to act for or bind the Partnership in any way. Where the action of a Limited Partner is required by this Agreement or applicable law, a Limited Partner may act by written consent.

3.4. Restrictions on the Transfer of Interests.

(a) General.

(i) Any Limited Partner may, in accordance with the other terms and provisions of this Article III, Transfer any Class A Units (or Equivalent Securities) held by such Limited Partner to any Person other than to a Person directly or indirectly engaged in Midstream Activities in competition with the business or activities of any member of the Partnership Group or the SXE Group.

(ii) The Partnership and the Partners all agree and acknowledge that any Transfer by any holder of Class A Units (or Equivalent Securities) (or any Permitted Transferee of a holder of Units or Equivalent Securities) of any Class A Units (or Equivalent Securities) shall be deemed to be a Transfer of such Partner's entire Interest related to such Class A Units (or Equivalent Securities) for all purposes of this Agreement and the restrictions on Transfer set forth in this Article III shall apply; provided, however, that any Indirect Parent Transfer shall be subject to the provisions of Section 3.10. No Interest may be Transferred by a Limited Partner separate and apart from its Class A Units (or Equivalent Securities), and any attempted Transfer by a holder of Class A Units (or Equivalent Securities) (or Permitted Transferee of a holder of Units or Equivalent Securities) of any Class A Units (or Equivalent Securities) other than in accordance with this Article III is void *ab initio* and will not be recognized by the Partnership.

(iii) A Class B Limited Partner may not Transfer any Class B Units held by such Limited Partner to any Person, other than (A) pursuant to the exercise of call rights by the Partnership as set forth in any Class B Award Agreement or (B) in connection with a Drag-Along Sale or Liquidity Event pursuant to which all of the Units of the Partnership are proposed to be Transferred.

(b) Conditions to Transfer. Notwithstanding any other provision of this Agreement, no Transfer of a Unit (or Equivalent Security) may be effected by any holder of a Unit (or Equivalent Security) unless: (i) such Transfer is in compliance with the Securities Act and all applicable state securities laws, and, if requested by the General Partner, such Transferring Partner has delivered an opinion of such Partner's counsel to the Partnership, in form and substance reasonably satisfactory to the General Partner, to the effect that such Transfer is either exempt from the requirements of the Securities Act and the applicable securities laws of any state or that such registration requirements have been complied with, (ii) such Transfer would not cause the Partnership to be treated as a "*publicly traded partnership*" within the meaning of Code Section 7704 taxable as a corporation (and would not make the Partnership ineligible for "*safe harbor*" treatment under Code Section 7704 and the Treasury Regulations promulgated thereunder of this Agreement) and (iii) such Transfer would not cause the Partnership or any Partner to become subject to regulation under either the Investment Company Act of 1940, as amended, or the Investment Advisers Act of 1940, as amended. No Transferee of Units (or Equivalent Securities) shall become a Partner without the approval of the General Partner, which approval may not be unreasonably withheld, conditioned or delayed. Any Person admitted as a Partner of the Partnership pursuant to a Transfer made in accordance with the terms set forth above must agree to be bound by the terms of this Agreement by executing and delivering to the General Partner a joinder to this Agreement in the form attached hereto as Exhibit D (a "***Joinder***"). The General Partner will determine in its reasonable discretion after consultation with counsel whether the foregoing conditions have been satisfied and may, in its reasonable discretion, determine to waive any such conditions to the extent permitted by applicable law.

(c) General Partner. The General Partner may not Transfer any Units held by it or its general partner interest in the Partnership without the approval of the Board of Directors. No Partner who owns LLC Units may Transfer any such LLC Units except in the event that such Partner Transfers any Units (or Equivalent Securities), such Partner shall be required to Transfer to such Transferee, and such Transferee shall as a condition to such Transfer be required to accept, a pro rata percentage of such Transferor's LLC Units (in the case of any holder of Equivalent Securities, such pro rata percentage shall be determined as if all such Equivalent Securities had been converted to Class A-II Units immediately prior to such transfer); and likewise, any Partner who Transfers LLC Units shall also be required to Transfer a pro rata percentage of the Units (or Equivalent Securities) held by such Partner (in the case of any holder of Equivalent Securities, such pro rata percentage shall be determined as if all such Equivalent Securities had been converted to Class A-II Units immediately prior to such transfer) based on the number of LLC Units being Transferred by such Partner relative to the total number of LLC Units held by such Partner.

(d) Affiliate Transfers; Liquidity Event. Without complying with Section 3.7 or Section 3.8, any holder of Class A Units may Transfer Class A Units (or Equivalent Securities) to any Affiliate of such holder Controlled by the same Parent (any such Transferee, a "***Permitted Transferee***"); provided any such Permitted Transferee shall comply with Section 3.4(b) of this Agreement and execute and deliver to the General Partner a Joinder and (ii) any holder of Units may Transfer any Units held by it pursuant to a Liquidity Event.

3.5. Additional Partners. i) Upon the approval of the General Partner, additional Persons may be admitted to the Partnership as Partners (on and subject to the conditions of Section 3.4(b) in the case of Transferees of Units or Equivalent Securities, as applicable) and Units may be created and issued to such Persons as determined by the General Partner on such terms and conditions as the General Partner may determine at the time of admission, subject to the rights of the Limited Partners to participate in such issuance pursuant to Section 3.5(b). Subject to Section 6.2(b), the terms of admission may provide for the creation of different classes or series of Units having different rights, powers and duties. As a condition to being admitted as a Partner of the Partnership, any Person must agree to be bound by the terms of this Agreement by executing and delivering to the General Partner a Joinder, and must make the representations and warranties set forth on Exhibit E as of the date of such Person's admission to the Partnership. Except as otherwise expressly provided in this Agreement, any Person admitted to the Partnership as a Partner following the Transfer of Units or Equivalent Securities, as applicable, from a Partner shall succeed to all of the rights, duties and obligations of its Transferor under this Agreement; provided that any such Transfer by a Partner shall not relieve such Partner of its duties and obligations under this Agreement for periods prior to such Transfer.

(b) Prior to issuing Units to any Person that immediately prior to such issuance is not a Limited Partner, the General Partner shall first give written notice (the "***Offered Interest Notice***") to each Class A Limited Partner of the proposed issuance of such Units (the "***Offered Interests***"), including the number of Offered Interests proposed to be issued and the terms, rights, powers and privileges associated with such Offered Interests (if different than a class of Units then outstanding), and offering such Class A Limited Partners the right to purchase all (but not less than all) of such Offered Interests; provided that the General Partner shall allow less than all of the Offered Interests to be purchased by Class A Limited Partners if, in its reasonable discretion, the sale of such portion of Offered Interests would not adversely impact the Partnership's ability to market and/or sell the remainder of such Offered Interests. If any Class A Limited Partner desires to purchase such Offered Interests, it shall have fifteen (15) Business Days following receipt of the Offered Interest Notice to notify the General Partner in writing of its election to purchase such Offered Interests. Any such election shall be irrevocable, and such electing Class A Limited Partner shall be bound and obligated to purchase such Offered Interests in accordance with such election. If more than one Class A Limited Partner timely delivers such election, the Offered Interests shall be allocated between such electing Class A Limited Partners based on their relative Class A Sharing Percentages (unless otherwise agreed by such electing Class A Limited Partners). If any Class A Limited Partner fails to timely notify the General Partner of its election or elects not to acquire such Offered Interests, it shall be deemed to have elected not to acquire all or any portion of the Offered Interests pursuant to this Section 3.5(b). Upon receiving any applicable elections as provided in this Section 3.5(b), the General Partner shall set the time and place for closing of the Offered Interests by notifying the Class A Limited Partner(s) that elected to purchase the Offered Interests of the same (which closing shall occur no earlier than fifteen (15) days after the date such notice is delivered to such electing Class A Limited Partner(s)). The provisions of Section 3.7(f) and Section 4.1(e) relating to holders of Class A-II Units and the Class A-II Representative and Equivalent Securities, respectively, shall apply to this Section 3.5(b), *mutatis mutandis*. This Section 3.5(b) shall not apply to any issuance of Units to any Person in connection with or as part of an acquisition or exchange of assets or similar business transaction or any transaction approved pursuant to Section 6.2(b)(vii), Section 6.2(b)(ix) or Section 6.2(b)(xi).

3.6. Liability to Third Parties. No Limited Partner or Officer will have any personal liability for any obligations or liabilities of the Partnership, whether such liabilities arise in contract, tort or otherwise, except to the extent that any such liabilities or obligations are expressly assumed in writing by such Limited Partner or Officer.

3.7. Tag Along Rights.

(a) Tag-Along Sale. If at any time prior to a Qualified IPO of the Partnership (or any successor thereto) EIG or Tailwater (or any Transferee(s) thereof) (the "***Tag-Along Seller***") elects to Transfer to any Person or Persons other than to a Permitted Transferee or existing holder of Class A Units (collectively, a "***Tag-Along Transferee***"), in a transaction or series of related transactions (including by way of a purchase agreement, tender offer, merger or other business combination transaction or otherwise) Class A Units in excess of 15% of the then-outstanding Class A Units (a "***Tag-Along Sale***"), then each of the other holders of Class A Units may, subject to the other provisions of this Section 3.7, require such Tag-Along Seller to include in the Tag-Along Sale a number of its Class A Units (such number not to exceed a number of Class A Units in excess of such Partner's Class A Units multiplied by the Tag-Along Sale Percentage) on the terms set forth in this Section 3.7, subject to proportionate reduction in the event that the Tag-Along Transferee is unwilling to acquire all of the Class A Units offered to it.

(b) Terms of Sale. In connection with a Tag-Along Sale, the Tag-Along Seller shall provide each other holder of Class A Units with written notice thereof at least twenty (20) Business Days prior to the date on which the Tag-Along Seller expects to consummate the Tag-Along Sale (the "***Tag-Along Notice***"). The Tag-Along Notice shall contain (i) the name and address of the Tag-Along Transferee, (ii) the proposed amount and form of consideration and terms and conditions of payment offered by the Tag-Along Transferee, (iii) the number of Class A Units of the Tag-Along Seller being transferred and the Tag-Along Sale Percentage and (iv) all other material terms of the proposed transaction, including without limitation the expected closing date of the transaction. In the event that the terms and/or conditions set forth in the Tag-Along Notice are thereafter amended in any respect, the Tag-Along Seller shall give written notice (an "***Amended Tag-Along Notice***") of the amended terms and conditions of the proposed Transfer to each other holder of Class A Units. Any Person electing to participate in the Tag-Along Sale shall provide the Tag-Along Seller with written notice thereof (which notice shall set forth the number of Class A Units of such Person that such Person desires to include in such Tag-Along Sale (such number not to exceed a number of Class A Units in excess of such Partner's Class A Units multiplied by the Tag-Along Sale Percentage)) at least five (5) Business Days prior to the date on which the Tag-Along Seller expects to consummate the Tag-Along Sale (or if an Amended Tag-Along Notice is delivered, within ten (10) Business Days after the delivery of such Amended Tag-Along Notice (and the closing shall not occur prior to the expiration of ten (10) Business Days after such Amended Tag-Along Notice has been delivered to each holder of Class A Units)). Each Partner electing to Transfer its Class A Units shall execute such documents, as are executed by the Tag-Along Seller with respect to the Tag-Along Sale, provided that (i) any such Person shall not be required to make any representations or warranties in connection with such Transfer other than representations and warranties as to (A) such Person's ownership of its Class A Units to be transferred free and clear of Liens, (B) such Person's power and authority to effect such Transfer, and (C) such matters pertaining to compliance with securities laws as the Transferee may reasonably require, and (ii) any indemnification or other obligations assumed or incurred in connection with a Tag-Along Sale shall be allocated among all Persons Transferring Class A Units (collectively, the "***Tag Transferring Persons***") in the same proportion as the consideration payable to each such Tag Transferring Person in each case other than with respect to representations made individually by the indemnifying Person (*e.g.*, representations as to title or authority of such Person). In no event shall the amount of any indemnity obligation of any Tag Transferring Person exceed the amount of cash and the Fair Market Value of any non-cash consideration received by such Tag Transferring Person in such Tag-Along Sale, except in the case of fraud by such Tag Transferring Person.

(c) An election of any holder of Class A Units delivered in accordance with Section 3.7(b) or Section 3.7(f), as applicable, to participate in a Tag-Along Sale shall be irrevocable, and such holder of Class A Units shall be bound and obligated to participate in the Tag-Along Sale in accordance with such election; provided, however, that if any proportionate reduction of the number of Class A Units to be included in a Tag-Along Sale as contemplated by Section 3.7(a) would cause a Tag Transferring Person to have a number of Class A Units following such Tag-Along Sale such that such Person would cease to be a Designating Party, such Tag Transferring Person shall have the right to revoke its election to participate in such Tag-Along Sale.

(d) Each holder of Class A Units who does not deliver notice of its election to participate in the Tag-Along Sale at least five (5) Business Days prior to the date on which the Tag-Along Seller expects to consummate the Tag-Along Sale (or if an Amended Tag-Along Notice is delivered, within ten (10) Business Days after the delivery of such Amended Tag-Along Notice) shall be deemed to have waived such holder's rights under this Section 3.7 with respect to such Tag-Along Sale.

(e) To the extent that each holder of Class A Units has elected to include all of the Class A Units held by such Person in the Tag-Along Sale (and the Tag-Along Transferee is willing to acquire all such Class A Units) in accordance with this Section 3.7, (i) all (but not less than all) of the holders of Class B Units may require such Tag-Along Seller to include in the Tag-Along Sale all (but not less than all) of such holders' Class B Units and (ii) the Tag-Along Seller may, at its option, require all, but not less than all, of the holders of Class B Units to include in the Tag-Along Sale all (but not less than all) of such holders' Class B Units, in each case on the same terms set forth in this Section 3.7 applicable to Class A Units (other than Section 3.7(h)). In the event that the Tag-Along Seller elects to require the holders of Class B Units to participate in the Tag-Along Sale pursuant to clause (ii) above and such holders would not be entitled to any portion of the Total Consideration pursuant to the provisions of Section 3.7(h)(i), each Class B Unit shall be deemed cancelled and forfeited for no consideration immediately prior to the consummation of such Tag-Along Sale.

(f) Notwithstanding the foregoing, with respect to any information, notices, documents or consideration deliverable to any holder of Class A-II Units under this Section 3.7, the Tag-Along Seller shall only be required to make such deliveries to the Class A-II Representative who shall make such deliveries to such holders of Class A-II Units. The holders of Class A-II Units shall notify the Class A-II Representative of their election contemplated by Section 3.7(b) to participate (or decline to participate) in the Tag-Along Sale in the manner and within the timing required by the Class A-II Representative, and shall include therein all information required by Section 3.7(b) (including the identity of each participating holder and the number of Units that such Person desires to include in the Tag-Along Sale). The Class A-II Representative shall deliver to the Tag-Along Seller such elections by all such holders (in the aggregate). Any such election shall be irrevocable once delivered and each holder of Class A-II Units hereby acknowledges and agrees that any such election delivered by the Class A-II Representative shall be binding on all such holders to the same extent and in the same manner as if such holders had individually delivered (or failed to deliver) such election in accordance with this Section 3.7.

(g) Promptly after the consummation of the Tag-Along Sale, the Tag-Along Seller shall give notice thereof to the Tag Transferring Persons, shall remit to each such Tag Transferring Person (or the Class A-II Representative, as applicable) any funds due to such Tag Transferring Person and held by the Tag-Along Seller, and shall furnish such other evidence of the completion of such Tag-Along Sale as may be reasonably requested by such Tag Transferring Person. If within ninety (90) days after the Tag-Along Seller gives the Tag-Along Notice, it has not completed such Tag-Along Sale, then it shall return to each Tag-Along Participant any documents in possession of the Tag-Along Seller executed by such Tag Transferring Person in connection with such proposed Tag-Along Sale, and the Tag-Along Seller shall thereafter be required to comply with the provisions of this Section 3.7 prior to effecting any future Transfer subject to this Section 3.7.

(h) For purposes of determining the Total Consideration to be paid to each holder of Units for the Units included in a Tag-Along Sale, the following provisions shall apply:

(i) with respect to a Tag-Along Sale in which all of the outstanding Units are sold, (A) the Partnership shall be deemed to have distributed pursuant to Section 5.1 an amount equal to the Total Consideration (giving effect to all prior Capital Contributions (or deemed Capital Contributions) of the Partners and all prior distributions under Section 5.1 and Section 5.2) and (B) the amount that would be distributable to each holder of Units pursuant to such hypothetical distribution on account of such Person's Units shall be the amount of such Total Consideration to be paid to each such holder of Units;

(ii) with respect to a Tag-Along Sale in which all of the outstanding Class A Units are sold (and in which Class B Units are not included), (A) the Partnership shall be deemed to have distributed pursuant to Section 5.1 an amount equal to the Total Consideration (giving effect to all prior Capital Contributions (or deemed Capital Contributions) of the Partners and all prior distributions under Section 5.1 and Section 5.2, and assuming that no proceeds are distributable to Class B Units) and (B) the amount that would be distributable to each holder of Class A Units pursuant to such hypothetical distribution on account of such Person's Class A Units shall be the amount of such Total Consideration to be paid to each such holder of Class A Units; or

(iii) with respect to a Tag-Along Sale in which less than all of the outstanding Class A Units are sold, the General Partner shall (A) determine the Partnership Sale Value from the amount offered by the Tag-Along Transferee to acquire Class A-I Units in such sale (the "Implied Tag-Along Partnership Value"), (B) assume that an amount of cash equal to the Implied Tag-Along Partnership Value was distributed pursuant to Section 5.1 and (C) each holder of Class A-I Units and Class A-II Units participating in such Tag-Along Sale shall be allocated a proportionate amount of the Total Consideration to be paid by the Tag-Along Transferee, with such proportion to be determined based on the Total Consideration multiplied by a fraction, the numerator of which is the amount that would be distributable to such holder of Units on account of such holder's Units being included in such Tag-Along Sale by applying Section 5.1 to a distribution amount equal to the Implied Tag-Along Partnership Value (giving effect to all prior Capital Contributions (or deemed Capital Contributions) of the Partners and all prior distributions under Section 5.1 and Section 5.2, and assuming that no proceeds are distributable to Class B Units) and the denominator of which is the Implied Tag-Along Partnership Value.

(i) Each holder of Class A Units selling any Class A Units pursuant to any Tag-Along Sale in which less than all of the outstanding Class A Units are sold shall, prior to consummating such sale, notify the General Partner of which Class A Units are being sold by such holder (including any Capital Contributions and distributions previously made in respect of such Class A Units) pursuant to such Tag-Along Sale, and the Transferee of such Class A Units shall succeed to the portion of the Capital Account and characteristics associated with such Class A Units.

(j) For purposes of this Section 3.7, in determining the number of Class A Units any holder thereof may elect to include in a Tag-Along Sale pursuant to this Section 3.7, the number of Class A Units held by any Limited Partner shall be deemed to include the number of Class A Units into which any Equivalent Securities held by such Limited Partner are convertible. To the extent such holder of Equivalent Securities elects to include any such Equivalent Securities in such Tag-Along Sale, all such Equivalent Securities shall be deemed to have converted into Class A-II Units immediately prior to the consummation of such Tag-Along Sale in accordance with Section 4.1(e).

(k) Any Person who sells or purchases, as applicable, Units pursuant to this Section 3.7 shall also be required to sell or purchase, as applicable, a pro rata percentage of the LLC Units held by any Tag Transferring Person based on the number of Class A Units being Transferred by such Tag Transferring Person relative to the total number of Class A Units held by such Tag Transferring Person (which total number of Class A Units shall be calculated as if all Equivalent Securities held by such Tag Transferring Person, if applicable, were converted into Class A Units immediately prior to the consummation of such Tag-Along Sale).

3.8. Drag Along Rights.

(a) Drag-Along Sale. If at any time prior to a Qualified IPO of the Partnership (or any successor thereto) any holder(s) of Class A Units holding greater than 50% of the then-outstanding Class A Units (the "***Drag-Along Seller***") elects to Transfer to any Person or Persons other than to a Permitted Transferee (the "***Drag-Along Transferee***"), in a transaction or series of related transactions (including by way of a purchase agreement, tender offer, merger or other business combination transaction or otherwise) all of the Units then-held by such Drag-Along Seller (a "***Drag-Along Sale***"), then such Drag-Along Seller may, at its option and subject to the other provisions of this Section 3.8, require all, but not less than all, of the other holders of Interests (each, a "***Drag-Along Participant***") to participate in such Transfer on the terms set forth in this Section 3.8.

(b) Terms of Sale. In connection with a Drag-Along Sale, the Drag-Along Seller shall deliver a notice ("***Drag-Along Notice***") to each of the Drag Along Participants, which sets forth all relevant information with respect to the proposed Drag-Along Sale, including (i) the name and address of the Drag-Along Transferee, (ii) the proposed amount and form of consideration and terms and conditions of payment offered by the Drag-Along Transferee, and (iii) all other material terms of the proposed transaction, including without limitation the expected closing date of the transaction. In the event that the terms and/or conditions set forth in the Drag-Along Notice are thereafter amended in any respect, the Drag-Along Seller shall give written notice (an "***Amended Drag-Along Notice***") of the amended terms and conditions of the proposed Transfer to each Drag-Along Participant. Each Drag-Along Participant shall thereupon be required to participate in such Drag-Along Sale on the terms and conditions set forth in such Drag-Along Notice (or Amended Drag-Along Notice, if applicable), including, without limitation, executing such documents as are executed by the Drag-Along Seller with respect to the Drag-Along Sale, tendering all, but not less than all, of the Interests (and all interests in the General Partner) then-held by such Drag-Along Participant, waiving all dissenters, appraisal or similar rights, if any, and providing Voting Support in connection with such Drag-Along Sale; provided, that (i) any such Person shall not be required to make any representations or warranties in connection with such Transfer other than representations and warranties as to (A) such Person's ownership of its Interests (and interests in the General Partner) to be transferred free and clear of Liens, (B) such Person's power and authority to effect such Transfer, and (C) such matters pertaining to compliance with securities laws as the Transferee may reasonably require, and (ii) any indemnification or other obligations assumed or incurred in connection with a Drag-Along Sale shall be allocated among all Persons Transferring Interests (collectively, the "***Drag Transferring Persons***") in the same proportion as the consideration payable to each such Drag Transferring Person in each case other than with respect to representations made individually by the indemnifying Person (*e.g.*, representations as to title or authority of such Person). In no event shall (i) the consideration to be received by Drag Transferring Persons in connection with a Drag-Along Sale consist of any form of non-cash consideration other than freely tradable publicly traded securities or (ii) the amount of any indemnity obligation of any Drag Transferring Person exceed the amount of cash and the Fair Market Value of any non-cash consideration received by such Drag Transferring Person in such Drag-Along Sale, except in the case of fraud by such Drag Transferring Person.

(c) Any Person who sells or purchases, as applicable, Interests pursuant to this Section 3.8 shall also be required to sell or purchase, as applicable, all of the LLC Units held by any Transferring Person.

(d) Notwithstanding the foregoing, with respect to any information, notices, documents or consideration deliverable to any holder of Class A-II Units under this Section 3.8, the Drag-Along Seller shall only be required to make such deliveries to the Class A-II Representative who shall make such deliveries to such holders of Class A-II Units.

(e) Promptly after the consummation of the Drag-Along Sale, the Drag-Along Seller shall give notice thereof to the Drag-Along Participants, shall remit to each such Drag-Along Participant (or the Class A-II Representative, as applicable) any funds due to such Drag-Along Participant and held by the Drag-Along Seller, and shall furnish such other evidence of the completion of such Drag-Along Sale and the terms thereof as may be reasonably requested by such Drag-Along Participant. If within ninety (90) days after the Drag-Along Seller gives the Drag-Along Notice, it has not completed such Drag-Along Sale, it shall return to each Drag-Along Participant any documents in possession of the Drag-Along Seller executed by such Drag-Along Participant in connection with such proposed Drag-Along Sale, and the Drag-Along Seller shall thereafter be required to comply with the provisions of this Section 3.8 if it wishes to require any Partner to sell its Interests in the same proposed Drag-Along Sale.

(f) Upon consummation of any Drag-Along Sale, the Total Consideration to be paid by the Drag-Along Transferee shall be allocated among the Drag Transferring Persons as follows: (i) the Partnership shall be deemed to have distributed pursuant to Section 5.1 an amount equal to the Total Consideration (giving effect to all prior Capital Contributions (or deemed Capital Contributions) of the Partners and all prior distributions under Section 5.1 and Section 5.2) and (ii) the amount that would be distributable to each Drag Transferring Person pursuant to such hypothetical distribution on account of such Person's Units shall be the amount of such Total Consideration to be paid to such Person. In the event that holders of Class B Units would not receive any portion of the Total Consideration pursuant to the foregoing hypothetical distribution, each Class B Unit shall be deemed cancelled and forfeited for no consideration immediately prior to the consummation of such Drag-Along Sale.

(g) For purposes of this Section 3.8, any Equivalent Securities held by a Limited Partner shall be deemed to have converted into Class A Units immediately prior to the consummation of such Drag-Along Sale in accordance with Section 4.1(e).

3.9. Limitation of Rights. Unless and until a Transferee of Units is admitted as a Partner pursuant to Section 3.5, such Transferee shall not have any rights of a Partner other than (subject to Section 3.4) the right to receive distributions and allocations in accordance with Article V with respect to its Units, but shall be subject to the obligations of a Partner and a holder of Units under, and shall be bound by the provisions of Sections 3.4, 3.8, 3.10, 3.11, 3.13, 7.4, 7.5, 11.1, 11.2, 11.3, 11.4, 11.6, 11.7, 11.8, 11.9 and 11.12 as though such Transferee were a Partner and shall be entitled to the rights as a holder of Units under Sections 3.7 and 3.13.

3.10. Indirect Transfers.

(a) If any holder of Units or any Parent of a holder of Units proposes to effect a transaction or series of transactions that would result in a Change in Control of such holder of Units or any such Parent (such transaction, an "***Indirect Parent Transfer***"), then, unless the Board approves such Indirect Parent Transfer by unanimous consent, such holder of Units (the "***Subject Company***") or its Parent shall give written notice to the other Class A Limited Partners ("***IPT Notice***") at least thirty (30) days prior to the consummation of such Indirect Parent Transfer (or such shorter period as is agreed by the relevant parties), stating the desire of such holder of Units or such Parent to effect such Indirect Parent Transfer, the identity of the other party to such transaction (the "***Offeror***"), the interest to be transferred, and all other material terms and conditions of such transaction, including a description of purchase price allocation. Upon an Indirect Parent Transfer:

(i) first, each Class A Limited Partner receiving the IPT Notice (each, an "***IPT Notice Recipient***"), or, if an IPT Notice is not delivered in violation of this Section 3.10(a) and an Indirect Parent Transfer otherwise occurs with respect to a holder of Class A Units, then any other Class A Limited Partner, upon obtaining actual knowledge of such Indirect Parent Transfer, shall have the right to purchase all, but not less than all, of the Units held by the Subject Company for an amount equal to the implied value per Unit allocated to such Units by the Offeror, or if no such allocation is made by the Offeror, the fair market value of such Units (the "***IPT Transaction Value***") (provided if any other IPT Notice Recipient or Class A Limited Partner also exercises its right to purchase, each exercising IPT Notice Recipient and each exercising Class A Limited Partner will have the right to purchase its pro rata portion of the Units being sold in the proportion that the Class A Units held by such IPT Notice Recipient or such Class A Limited Partner bears to the Class A Units held by all exercising IPT Notice Recipients and all exercising Class A Limited Partners, for an amount equal to the IPT Transaction Value of such Units); or

(ii) if no Class A Limited Partner exercises the rights under clause (i) above, then each Class A Limited Partner, each at its own option, may sell to the Subject Company, and the Subject Company shall have the obligation to purchase, all, but not less than all, of the Units held by each exercising IPT Notice Recipient and each exercising Class A Limited Partner for the IPT Transaction Value of such Units; provided if the Units to be sold pursuant to this clause (ii) have different economic characteristics under Section 5.1 than the Units held by the Subject Company, the IPT Transaction Value shall be the fair market value of the Units to be sold determined in accordance with Section 3.10(b). Such right may be exercised by written notice to the Subject Company given within thirty (30) days of receipt of the IPT Notice, or, if an IPT Notice is not delivered in violation of this Section 3.10(a) or an Indirect Parent Transfer otherwise occurs with respect to a holder of Class A Units, then such right may be exercised by any Class A Limited Partner by providing written notice to the Subject Company within one hundred twenty (120) days after obtaining actual knowledge of such Indirect Parent Transfer (any such notice, and "***IPT Exercise Notice***"). The failure of an IPT Notice Recipient or any other Class A Limited Partner to notify the Subject Company within such time period provided above of any election under this Section 3.10(a) shall be deemed an election by the IPT Notice Recipient or such other Class A Limited Partner not to exercise its right to acquire or sell Units pursuant to this Section 3.10 in connection with such Indirect Parent Transfer.

(b) For purposes of this Section 3.10, the "***fair market value***" of any Units shall be the fair market value of such Units, each as agreed to by the Subject Company and the other Limited Partners electing to purchase or sell such Units (such other Limited Partners, collectively, the "***Exercising Partners***") that collectively hold a majority of the Units held by all Exercising Partners (the "***Primary Exercising Partner***") or, each Exercising Partner electing to sell its Units (as to such Exercising Partner's Units), as applicable, or,

(i) if the Subject Company and the Primary Exercising Partner or Exercising Partner, as applicable, fail to agree within thirty (30) days after the Exercising Partner has delivered written notice to the Subject Company in accordance with Section 3.10(c), the fair market value of such Units as determined by an Independent Appraiser with no material engagement with the Subject Company or the Exercising Partner or their Affiliates within three years prior to such engagement selected by the Primary Exercising Partner. Any such investment bank so appointed, shall be deemed the "***Initial Appraiser***" which determination by such Initial Appraiser shall be made based on the proceeds such Units would receive if an amount equal to the Class A Unit Fair Market Value was distributed by the Partnership pursuant to Section 5.1 (giving effect to all prior distributions pursuant to Section 5.1 and Section 5.2) and without reduction based upon any lack of control, minority ownership, marketability or other similar discounts; and

(ii) If the Subject Company objects to the fair market value determination made by the Initial Appraiser, then the Subject Company may, within thirty (30) days after receipt of the Initial Appraiser's determination of fair market value, select an Independent Appraiser with no material engagement with the Subject Company or the Exercising Partner or their Affiliates within three years prior to such engagement (the "***Second Appraiser***"). The Initial Appraiser and the Second Appraiser shall thereupon select a third Independent Appraiser which has not had any material engagement with the Subject Company or the Exercising Partner or their Affiliates within three years prior to such engagement (the "***Neutral Appraiser***"). The Subject Company and the Exercising Partner shall execute such engagement and indemnity agreements as the Neutral Appraiser shall require as a condition to engagement and each shall be responsible for all fees and expenses of the Independent Appraiser selected by it and for its one half of all fees and expenses of the Neutral Appraiser. The Subject Company and the Exercising Partner shall, and shall cause its respective Affiliates to, make available to the other and the investment banks such information as is reasonably necessary to reach a fair market value determination. Each of the Initial Appraiser, Second Appraiser, and Neutral Appraiser shall independently determine its proposed fair market value of the Units, which determination shall be made based on the proceeds such Units would receive if an amount equal to the Class A Unit Fair Market Value was distributed by the Partnership pursuant to Section 5.1 (giving effect to all prior distributions pursuant to Section 5.1 and Section 5.2) and without reduction based upon any lack of control, minority ownership, marketability or other similar discounts and "**fair market value**" shall thereupon mean the average of the two such proposed fair market values that are nearest to one another. If the Subject Company fails to select the Second Appraiser within the thirty (30) day period provided above, such Subject Company shall be deemed to have waived such objection and the fair market determination by the Initial Appraiser shall be deemed final.

(c) Notwithstanding anything in this Section 3.10, within fifteen (15) days after receipt of an IPT Exercise Notice by a Subject Company such Subject Company may deliver written notice (a "***Cure Notice***") to the Person who delivered such IPT Exercise Notice that the Indirect Parent Transfer was inadvertent and such Subject Company may, during the thirty (30) days immediately following delivery of a Cure Notice (the "***Cure Period***"), effect such actions to cause the Change in Control giving rise to the Indirect Parent Transfer to cease to exist such that there shall no longer exist a Change in Control of such Subject Company, and the time periods for actions to occur after delivery of an IPT Exercise Notice (other than the Cure Period) shall be tolled during such Cure Period. If the Subject Company successfully takes such action within such Cure Period to cause the Change in Control giving rise to such Indirect Parent Transfer to cease to exist such that there shall no longer exist a Change in Control of the Subject Company upon the expiration of such Cure Period, then this Section 3.10 shall no longer apply with respect to such previous Indirect Parent Transfer.

(d) Notwithstanding anything to the contrary in this Section 3.10, a Change in Control of the Ultimate Parent of such holder of Class A Units shall not constitute a Change in Control of such holder for purposes of this Section 3.10.

(e) Any Person who purchases Units pursuant to this Section 3.10 also shall purchase all of the LLC Units held by any Transferring Person.

3.11. Liquidity Event.

(a) If the General Partner approves a Liquidity Event (an "***Approved Exit***"), each Partner shall provide Voting Support with respect to such Approved Exit and raise no objections against such Approved Exit and, to the extent necessary to effect the consummation of such Approved Exit, vote for and consent to such Approved Exit; provided, however, that any such vote, consent or approval by a Partner shall not constitute a waiver or otherwise affect any rights or obligations of any Partner under this Section 3.11 or Section 3.13 of this Agreement or Section 7.13 of the GP Agreement with respect to such Approved Exit or any rights of a Partner with respect to or arising as a result of such Approved Exit under any agreement to which such Partner is a party. If the Approved Exit is structured as a (i) merger, consolidation or sale of assets, each Partner shall waive any dissenters' rights, appraisal rights or similar rights in connection with such merger, consolidation or sale of assets or (ii) sale of Units, each Partner shall agree to sell all of its Units or rights to acquire Units on the terms and conditions approved by the General Partner. Each Partner shall take all necessary or desirable actions in connection with the consummation of the Approved Exit as reasonably requested by the General Partner.

(b) In any Liquidity Event, the consideration received by the Partnership shall be allocated and distributed in accordance with Section 5.1.

(c) Partners shall bear their pro rata share of the costs of any sale of Units pursuant to an Approved Exit to the extent such costs are incurred for the benefit of all Partners and are not otherwise paid by the Partnership or the acquiring party. For purposes of this Section 3.11, costs incurred by Partners in exercising reasonable efforts to take all actions in connection with the consummation of an Approved Exit in accordance with this Section 3.11 shall be deemed to be for the benefit of all Partners. Costs incurred by Partners solely on their own behalf will not be considered costs of the transaction hereunder.

(d) If the General Partner determines that the Liquidity Event shall be a Public Offering:

(i) each holder of Units agrees that it will, and will cause its Affiliates to, and the Partnership shall:

(A) if the underwriters in any Public Offering request that all Partners hold their Units for a period of time following the Public Offering, do so and enter into a customary lock-up agreement;

(B) complete and execute all consents, questionnaires, powers of attorney, indemnities, underwriting agreements and other documents as may reasonably be required or advisable in connection with a Public Offering; provided that no such Person shall be required to make any representations or warranties in connection with a Public Offering other than representations and warranties regarding such Person and, if applicable, such Person's intended method of distribution;

(C) if determined by the General Partner to be reasonably necessary or appropriate in connection with a Public Offering, do all things reasonably necessary or advisable to effect any recapitalization, reorganization, conversion, contribution and/or exchange of Units into other equity interests and related reorganization of the Partnership and its Subsidiaries; provided that any such recapitalization, reorganization, conversion, contribution and/or exchange does not change the relative rights, obligations and preferences of the Partners with respect to their ownership of Units (or its successor), except in accordance with Section 3.11(b);

(D) consent to certain additional restrictions on the transfer of Units or other equity interests in the Partnership (or its successor) which the General Partner determines may be required in order to permit compliance with the Securities Act or other applicable law;

(E) use commercially reasonable efforts to accommodate any such other reasonable actions required by the United States Securities and Exchange Commission or similar governmental authority to effect the Public Offering; and

(F) make modifications to this Agreement (or any other agreement then governing the rights and obligations of the Partners with respect to the Partnership or any of its Subsidiaries or any successor to the Partnership or any of its Subsidiaries) as are customary and appropriate for companies that conduct a Public Offering, such modifications to be in form and substance reasonably satisfactory to the General Partner.

(ii) The Partnership shall be responsible for its own costs, fees and expenses in connection with a Public Offering and shall reimburse the Partners and their Affiliates for the reasonable out-of-pocket costs, fees and expenses (excluding underwriting discounts, selling commissions and similar fees) incurred by them in connection with a Public Offering, including the reasonable costs, fees and expenses of one outside counsel for any Class A Limited Partner with a Class A Sharing Percentage of greater than ten percent (10%) immediately prior to the occurrence of the Liquidity Event.

(iii) Each of the Designating Parties (in the case of the Lenders, to be exercised collectively) shall be granted customary demand and piggyback registration rights, pursuant to a Registration Rights Agreement effective from and after the Public Offering, as well as the right to include their Units (or any securities for which such Units are exchanged or into which such Units are converted) in the Public Offering on a pro rata basis (based on the relative percentages of securities of this type to be included in the Public Offering held by the Partners immediately prior to the Public Offering); provided that if the managing underwriter or the placement agent advises the Partnership or the General Partner that the inclusion of securities of the Partners requested to be included for sale in a secondary offering in connection with the Public Offering would materially and adversely affect the price, distribution or timing of the offering, then the Partnership shall have the right to exclude all or any portion of such securities of the Partnership from sale in connection with the Public Offering, with such exclusions applied to the Partners' pro rata share (based on the relative percentages of securities to be included in the Public Offering held by the Partners immediately prior to the Public Offering). Each Designating Party may assign its rights under this Section 3.11(d)(iii) upon any Transfer of its Interest (provided any demand registration rights may only be granted to a Transferee who holds greater than a 10% Class A Sharing Percentage after giving effect to such Transfer).

(iv) Without limiting Section 7.13(d)(i)(D) of the GP Agreement, without the prior written consent of the underwriters managing any Qualified IPO, for a period beginning seven (7) days immediately preceding, and ending on the 180th day following, the effective date of the registration statement used in connection with such offering, no holder of Interests except pursuant to an effective registration statement as part of such Qualified IPO, shall (A) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer, directly or indirectly, any Interests, or any securities convertible into or exercisable or exchangeable for Interests or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Interests, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of such Interests or such other securities, in cash or otherwise; provided, however, that the foregoing restrictions shall not apply to (x) transactions relating to such Interests or securities acquired in open market transactions after the completion of the Qualified IPO, (y) Transfers required in accordance with the terms of this Agreement or the GP Agreement or (z) conversions of such Interests or securities into other classes of Interests or securities without change of holder.

3.12. Certain Events Not Deemed Transfers. In no event shall Section 3.7 or 3.8 hereof be applicable in connection with any exchange, reclassification, or other conversion of Partnership Interests into any cash, securities, or other property pursuant to a merger or consolidation of the Partnership with, or any sale or Transfer by the Partnership of all or substantially all its assets to, any Person, including without limitation a Liquidity Event.

3.13. Determination of Fair Market Value.

(a) The General Partner will provide written notice to each holder of Units of any determination of Fair Market Value within ten (10) days of any such determination ("***FMV Notice***").

(b) If any holder of Units disagrees with any such determination by the General Partner, such holder of Units shall deliver to the General Partner a written notice of objection (a "***FMV Objection***") within fifteen (15) Business Days after delivery of the FMV Notice. Upon receipt of a FMV Objection, the General Partner and the objecting holder will negotiate in good faith to agree on such Fair Market Value. If such agreement is not reached between the General Partner and the objecting holder (provided if there is more than one objecting holder, the agreement of the Primary Objecting Holder shall control and be binding on all objecting holders) within five (5) Business Days after the delivery of the FMV Objection, such Fair Market Value shall be determined by an Independent Appraiser jointly selected by the General Partner and the objecting holder holding the greatest number of Class A Units (the "***Primary Objecting Holder***"); provided that in determining which holder shall be the Primary Objecting Holder, any holder (including its Affiliates) having the right to designate Directors that approved the relevant determination of Fair Market Value on behalf of the General Partner shall not be eligible to act as the Primary Objecting Holder. If the parties are unable to agree on an Independent Appraiser within fifteen (15) days after delivery of the FMV Objection, within seven (7) days after the end of such fifteen (15) day period, each of the General Partner and the Primary Objecting Holder shall submit the names of three Independent Appraisers, and each party shall be entitled to strike one name from the other party's list of firms, and the Independent Appraiser shall be selected by lot from the remaining firms. Such Independent Appraiser shall submit to the General Partner and the Primary Objecting Holder a written report within thirty (30) days of its engagement setting forth such determination. The fees and expenses of any Independent Appraiser shall be borne by the Partnership. The determination of any Independent Appraiser as to Fair Market Value shall be final and binding upon the General Partner and all Partners and all holders of Units. No holder of Units shall have any right to object to any determination of Fair Market Value made in accordance with clause (i) of the definition of Fair Market Value.

(c) Any Independent Appraiser selected to make a determination of Fair Market Value of any Equity Securities issued by any Person in the Partnership Group shall value such Equity Securities on the enterprise value of the applicable Person in the Partnership Group, without any discount for lack of control, minority or lack of liquidity.

(d) If any FMV Objection Notice is delivered, the event dependent on such determination of Fair Market Value shall be deferred until the determination of Fair Market Value pursuant to this Section 3.13.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1. Interests.

(a) General. Each Partner's Interest in the Partnership will be represented by its Capital Account and by Units issued by the Partnership to such Partner. Such Units shall be issued by the Partnership upon the Effective Date and as set forth in Section 4.1(b) and additional Units may be issued at such additional times and from time to time as may be determined by the General Partner. The General Partner may, subject to Section 3.5 and this Section 4.1, create additional series or classes of Units through subdivision or by issuance of Units of such class or series.

(b) Classes of Units. Subject to Section 3.5(a), the Partnership shall have two (2) classes of Limited Partner Interests designated as Units, one (1) class of units designated as "Class A Units" and one (1) class designated as "Class B Units." Class A Units may be designated as "Class A-I Units" and "Class A-II Units" or any other designation as determined by the General Partner with each group of Class A Units within a distinct designation constituting a separate series of Class A Units. For the avoidance of doubt, (A) any Class A Units issued to EIG and Tailwater (or any Transferees thereof) shall consist solely of Class A-I Units and such Class A-I Units will constitute a distinct series of Class A Units and (B) any Class A Units issued to any Lender (or Transferee thereof) shall consist solely of Class A-II Units and such Class A-II Units will constitute a distinct series of Class A Units.

(c) Initial Capital Contributions and Units. On the Effective Date:

(i) EIG shall (A) contribute to the Partnership by wire transfer of immediately available funds an amount in cash equal to $69,000,000 and (B) be deemed to have contributed to the Partnership loans then outstanding under the DIP Credit Agreement in the aggregate principal amount of $16,000,000 (without taking into account any accrued interest thereon, whether or not capitalized as principal, or fees or other obligations thereunder) (the "***EIG DIP Amount***") as contemplated by the RSA, and shall receive solely in exchange therefor the number of Class A-I Units set forth opposite EIG's name on Exhibit A in the column titled Class A-I Units;

(ii) Tailwater shall (A) contribute to the Partnership by wire transfer of immediately available funds an amount in cash equal to $69,000,000 and (B) be deemed to have contributed to the Partnership loans then outstanding under the DIP Credit Agreement in the aggregate principal amount of $16,000,000 (without taking into account any accrued interest thereon, whether or not capitalized as principal, or fees or other obligations thereunder) (the "***Tailwater DIP Amount***") as contemplated by the RSA, and shall receive solely in exchange therefor the number of Class A-I Units set forth opposite Tailwater's name on Exhibit A in the column titled Class A-I Units; and

(iii) each Lender shall be deemed to have contributed to the Partnership certain obligations owed to such Lender under the Prior Credit Agreement in the amount set forth opposite such Lender's name on Exhibit A in the column titled "Initial Capital Contribution", and shall receive solely in exchange therefor the number of Class A-II Units set forth opposite such Lender's name on Exhibit A in the column titled Class A-II Units.

(d) Additional Capital Contributions by Partners.

(i) Subject to Section 6.2(a)(iv) and Section 6.2(b)(iii), the General Partner may from time to time call additional capital from the Class A Limited Partners if the General Partner determines that the Partnership is in need of additional capital, including, without limitation, in order to fund any GP Obligations or Tax Distributions. No Class A Limited Partners shall be obligated to make any additional Capital Contributions to the Partnership, but each Class A Limited Partner shall have the right to participate in such Capital Contributions in accordance with this Section 4.1(d). To call additional capital from the Class A Limited Partners, the General Partner shall give written notice (a "***Capital Call Notice***") to each Class A Limited Partner stating the total amount of capital that the General Partner has determined to call from all Class A Limited Partners (the "***Total Capital Contribution***"), the purpose or purposes for which such Total Capital Contribution will be used and the pro rata portion of the Total Capital Contribution that each Class A Limited Partner is permitted to make (which pro rata portion will be based on each Partner's Class A Sharing Percentage). Upon receipt of a Capital Call Notice, each Class A Limited Partner shall have fifteen (15) Business Days to notify the General Partner in writing whether it will make an additional Capital Contribution to the Partnership up to the pro rata amount of the Total Capital Contribution specified for such Partner in the Capital Call Notice. If any Class A Limited Partner fails to timely notify the General Partner of its election or elects not to make any of its pro rata portion of the Total Capital Contribution (for clarity, a Class A Limited Partner shall have the right to elect to fund less than its full pro rata share of any Capital Contribution), then such Class A Limited Partner shall not be entitled to participate in such Capital Contribution and the General Partner shall give written notice (an "***Unfunded Notice***") to each Class A Limited Partner that elected to make their full pro rata portion of the Total Capital Contribution (the "***Fully Participating Partners***") of the portion of the Total Capital Contribution that is not being funded by the non-Fully Participating Partners and each Fully Participating Partner's pro rata allocation of such unfunded amounts (which shall be allocated between such Fully Participating Partners based on their relative Class A Sharing Percentages, unless otherwise agreed by the Fully Participating Partners). Upon receipt of an Unfunded Notice, each Fully Participating Partner shall have five (5) Business Days, provided, if the holders of the Class A-II Units are entitled to an Unfunded Notice then each Fully Participating Partner shall have ten (10) Business Days, to notify the General Partner in writing whether it will make all or part of its share of such unfunded Total Capital Contribution. Any Class A Limited Partner that fails to timely notify the General Partner of its election or elects not to fund any portion of its allocable share of the unfunded Total Capital Contribution shall be deemed to have elected not to participate in the unfunded portion of the Capital Contribution that is offered to such Partner.

(ii) Upon receiving all applicable elections as provided in Section 4.1(d)(i) or upon the expiration of the time period for election set forth in Section 4.1(d)(i), the General Partner shall set the time and place for closing the additional Capital Contribution by notifying each Class A Limited Partner electing to participate in such additional Capital Contribution of the same (which closing shall occur no earlier than fifteen (15) days after the date on which the notice required by this Section 4.1(d)(ii) is delivered to each Class A Limited Partner). If any Class A Limited Partner fails to fund any additional Capital Contribution within such fifteen (15) day period, the Fully Participating Partners shall have the right to fund their pro rata portion of such unfunded amounts (which shall be allocated among such Fully Participating Partners based on their relative Class A Sharing Percentages unless otherwise agreed by the Fully Participating Partners) within an additional fifteen (15) days after such failure, it being understood and agreed that this shall constitute a subsequent closing of such additional Capital Contribution. Upon the closing of any such additional Capital Contribution and in consideration of such additional Capital Contribution made by any Class A Limited Partner pursuant to this Section 4.1(d), there shall be issued to such Class A Limited Partner a number of Class A Units (or Equivalent Securities, as contemplated by Section 4.1(e), if applicable) equal to the quotient of (A) the amount of such Capital Contribution, divided by (B) the then applicable Class A Unit Price. With respect to any portion of any additional Capital Contribution that is allocable to a GP Obligation, the General Partner shall cause the Partnership to promptly transfer the full amount of such portion to the General Partner by wire transfer of immediately available funds.

(iii) The General Partner shall not be required to make any Capital Contributions to the Partnership, and, except as set forth in Section 3.5(b) and this Section 4.1(d), no Partner shall be permitted to make additional Capital Contributions to the Partnership without the approval of the General Partner, and no Partner shall be required to make additional Capital Contributions to the Partnership without the written consent of such Partner.

(iv) The right to participate in any additional Capital Contribution pursuant to this Section 4.1(d) shall be transferable, subject to the same terms applicable to the Transfer of Class A Units, provided that any Person that acquires the right to participate in any additional Capital Contributions from a holder of Class A-II Units (other than any Permitted Transferee of a transferring Class A-II Unit holder) shall only be entitled to receive Class A-II Units in connection with any applicable Capital Contribution contemplated hereby (and not an Equivalent Security).

(v) Notwithstanding anything in this Section 4.1(d) to the contrary, with respect to any information or notices to be delivered to any holder of Class A-II Units pursuant to this Section 4.1(d), the General Partner shall only be required to deliver such information or notices to the Class A-II Representative and the Class A-II Representative shall deliver such information or notices to the holders of Class A-II Units and the holders of Class A-II Units shall make the election (or elect not to make the election) to participate in any such additional Capital Contribution by notifying the Class A-II Representative in the manner and within the timing required by the Class A-II Representative and the Class A-II Representative shall deliver to the General Partner such elections by all such holders of Class A-II Units in the aggregate in accordance with the timing and procedures set forth in this Section 4.1(d). Each holder of Class A-II Units hereby acknowledges and agrees that any such election delivered by the Class A-II Representative shall have the same effect as if each such holder had individually made (or failed to make) such election in accordance with this Section 4.1(d).

(e) Equivalent Securities.

(i) Each holder of Class A-II Units shall be entitled to elect to receive in consideration for its Capital Contribution pursuant to Section 4.1(d), in lieu of Class A-II Units, a debt instrument issued by the Partnership having substantially equivalent rights and obligations as Class A-II Units (an "***Equivalent Security***").

(ii) Each Equivalent Security shall (A) be evidenced by a note in form and substance reasonably acceptable to the Board of Directors, (B) be fully transferrable subject to the same terms and conditions as Class A-II Units (including Sections 3.4, 3.8, 3.9, 3.10 and 3.11), (C) be issued at a face value equivalent to the Class A Unit Price at which Class A Units are being issued to other Class A Limited Partners in connection with their applicable Capital Contributions at such time, (D) have a coupon tied to Class A-II Unit distributions, (E) have restrictions against prepayment or redemption except to the extent of any redemption and/or buyback of the Class A Units, (F) be unsecured and (G) contain such other terms and conditions as equivalent as possible as Class A-II Units. The Partnership and each of the Partners agree to treat the Equivalent Securities as equity for all federal, state and local income tax purposes.

(iii) In addition to the foregoing, each Equivalent Security shall be convertible into one Class A-II Unit at any time at the election of the holder thereof and shall automatically convert to one Class A-II Unit immediately prior to a Liquidity Event, Tag-Along Sale, Drag-Along Sale, any liquidation or dissolution of the Partnership and as otherwise specified herein. Upon conversion of an Equivalent Security, any amounts paid prior to conversion as interest on such Equivalent Security shall be deemed to be amounts paid as distributions on the applicable converted Class A-II Unit for purposes of all calculations hereunder.

(iv) In the event of a Bankruptcy of the Partnership, any subsidiary of the Partnership or the General Partner, (A) the Partnership shall have the option to convert all outstanding Equivalent Securities to Class A-II Units prior to the filing of such Bankruptcy by delivering written notice of such conversion to the Class A-II Representative (a "***Conversion Notice***") for delivery to the holders of Class A-II Units and (B) if a Conversion Notice is not delivered to the Class A-II Representative prior to the filing of any Bankruptcy or is delivered but deemed ineffective by a court of competent jurisdiction, then immediately prior thereto, all then-outstanding Class A Units and Equivalent Securities shall be deemed to be reallocated among the holders of Class A Units such that each such holder holds, after such reallocation, its Class A Sharing Percentage of Class A Units and a proportionate number of Equivalent Securities equal to its Class A Sharing Percentage.

Notwithstanding anything herein to the contrary, the Partnership shall not be required to provide any representations, warranties, covenants (other than a covenant to convert such Equivalent Securities into Class A-II Units as provided herein) or other agreements that are not equivalent to those being provided to other Limited Partners receiving Class A Units at the time of such issuance.

4.2. Return of Contribution. Except as provided in this Agreement, a Partner is not entitled to the return of any part of its Capital Contributions. No Partner shall be entitled to interest on its unrepaid Capital Contribution or on the balance reflected in such Partner's Capital Account. Any unrepaid Capital Contribution is not a liability of the Partnership or of the other Partners. A Partner is not required to contribute or to lend any cash or property to the Partnership to enable the Partnership to return the other Partners' Capital Contributions.

4.3. Withdrawal of Capital. No Partner has the right to withdraw any part of its Capital Contribution from the Partnership or receive the return of any part of its Interest in the Partnership prior to its liquidation and termination pursuant to Article X hereof.

4.4. Capital Accounts. The Partnership will create a Capital Account for each Partner owning any Units and such Capital Account shall be maintained in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv) and as set forth in this Agreement.

4.5. Class B Units Generally.

(a) The General Partner shall be authorized to issue Class B Units from time to time in accordance with the Class B Plan.

(b) The Partnership and each Class B Limited Partner agree to treat each Class B Unit as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343. Notwithstanding anything herein to the contrary, distributions to each holder of Class B Units pursuant to Section 5.1 shall be limited to the extent necessary so that each Class B Unit qualifies as a "profits interest" under Rev. Proc. 93-27 (such limitation, the "***Distribution Threshold***"), and this Agreement shall be interpreted accordingly. Additionally, in accordance with Rev. Proc. 2001-43, 2001-2 C.B. 191, the Partnership shall treat a holder of a Class B Unit as the owner of such Class B Unit from the date it is granted, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such holder of Class B Units, allocating to such holder of Class B Units its distributive share of all items of income, gain, loss, deduction and credit associated with such Class B Unit as if it were fully vested. Each holder of Class B Units agrees to take into account such distributive share in computing its U.S. federal income tax liability for the entire period during which it holds the Class B Unit. The Partnership and each holder of Class B Units agree not to claim a deduction (as wages, compensation or otherwise) for the Fair Market Value of such Class B Unit issued to such holder of Class B Units, either at the time of grant of the Class B Unit or at the time the Class B Unit becomes substantially vested, if applicable. The undertakings contained in this Section 4.5(b) shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. The provisions of this Section 4.5(b) shall apply regardless of whether or not the holder of a Class B Unit files an election pursuant to Code Section 83(b).

(c) (1) The General Partner is hereby authorized and directed to cause the Partnership to make an election (the "***Safe Harbor Election***") to value any Class B Unit issued by the Partnership as compensation for services to the Partnership (collectively, "***Compensatory Interests***"), on the date of the issuance, at the liquidation value of such Compensatory Interests (i.e., a value equal to the amount that would be distributed under Section 5.1 with respect to such Compensatory Interests in a hypothetical liquidation occurring immediately after the issuance of such Compensatory Interests and assuming for purposes of such hypothetical liquidation that the Partnership's assets are sold for their fair market values), as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to proposed Treasury Regulations Section 1.83-3(l) and IRS Notice 2005-43 (collectively, the "***Proposed Rules***"). The General Partner shall cause the Partnership to make any allocations of items of income, gain, deduction, loss or credit (including forfeiture allocations and elections as to allocation periods) necessary or appropriate to effectuate and maintain the Safe Harbor Election.

(ii) Any such Safe Harbor Election shall be binding on the Partnership and on all of its Partners with respect to all Transfers of Compensatory Interests thereafter made by the Partnership while a Safe Harbor Election is in effect. A Safe Harbor Election once made may be revoked by the General Partner as permitted by the Proposed Rules or any applicable rule.

(iii) Each Partner (including any Person to whom a Compensatory Interest is Transferred in connection with the performance of services), by signing this Agreement or by accepting such Transfer, hereby agrees to comply with all requirements of the Safe Harbor Election with respect to all Compensatory Interests Transferred while the Safe Harbor Election remains effective.

(iv) The General Partner shall file or cause the Partnership to file all returns, reports and other documentation as may be required to perfect and maintain the Safe Harbor Election with respect to Transfers of Compensatory Interests covered by such Safe Harbor Election.

(v) Notwithstanding anything to the contrary contained in this Agreement, the General Partner is hereby authorized and empowered, without further vote or action of the Limited Partners, to amend this Agreement as necessary to comply with the Proposed Rules or any rule, in order to provide for a Safe Harbor Election and the ability to maintain or revoke the same, and shall have the authority to execute any such amendment by and on behalf of each Limited Partner. Any undertakings by the Limited Partners necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and to the extent so reflected shall be binding on each Limited Partner, respectively.

(vi) Each Limited Partner agrees to cooperate with the General Partner to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the General Partner.

4.6. Unit Certificates.

(a) The Units initially shall be uncertificated, provided that the General Partner may, in its sole discretion, elect to cause the Partnership to evidence ownership of Units by issuing a certificate (each, a "***Unit Certificate***") executed by appropriate officers of the Partnership or the General Partner certifying the number of Units owned by each Partner. The General Partner shall be permitted to cause the Partnership to engage an administrative agent to maintain records of ownership of the Units and Equivalent Securities (including any distributions, payments and/or interest with respect thereto) and any and all changes in such ownership in book-entry form or such other procedures that it determines to be necessary or appropriate.

(b) Notwithstanding anything to the contrary contained in this Agreement, in order to effect a valid Transfer of Units for which a Unit Certificate has been issued, prior to the effectiveness of such Transfer, the transferring Partner, as applicable, shall surrender the subject Unit Certificate to the Partnership together with a transfer power duly executed by the transferring Partner, as applicable, with the transferring Partner's signature thereon guaranteed by a medallion stamp upon the General Partner's request. Upon such compliance, surrender and delivery, the Partnership shall execute and deliver a new Unit Certificate in the name of the assignee(s) and in the denominations specified in the Transfer documentation, and shall issue to the transferring Partner, as applicable, a new Unit Certificate evidencing the portion of the surrendered Unit Certificate, if any, not so Transferred, and the surrendered Unit Certificate shall promptly be cancelled.

(c) The Partnership shall issue a new Unit Certificate in place of any Unit Certificate theretofore issued by it that is alleged to have been lost, stolen or destroyed, provided that as a condition precedent thereto the General Partner may in its discretion require the Partner that is the record owner of any allegedly lost, stolen or destroyed Unit Certificate to deliver to the Partnership a duly executed affidavit of loss and an agreement and/or a bond sufficient to indemnify the Partnership against any adverse claim in connection with the issuance of a new Unit Certificate.

(d) Notwithstanding anything to the contrary contained in this Agreement, the General Partner and the Partnership shall be entitled to rely exclusively on record ownership of Units for which a Unit Certificate has been issued as evidenced by outstanding Unit Certificates and the Partnership's records thereof. The Partnership shall treat the record owner of a Unit Certificate as the holder of the Units evidenced thereby unless and until such Units have been Transferred in accordance with this Agreement, including Section 3.4.

ARTICLE V

DISTRIBUTIONS AND ALLOCATIONS

5.1. Distributions.

(a) Distributions of Available Cash. Subject to Section 5.2, Available Cash and non-cash property shall be distributed to the Partners solely at such times and in such amounts as the General Partner shall declare, provided that no distributions shall be made to the Partners until such time as the Unsecured Notes have been paid in full. Subject to the foregoing, Sections 5.1(g) and 5.2, Available Cash and, if applicable, other property declared by the General Partner to be available for distribution under this Section 5.1 shall be distributed, if and when determined by the General Partner in its sole discretion, as follows:

(i) First, 100% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata based on the amount that would be required to be distributed to each holder of Class A Units to cause such holder's First Priority Amount to be reduced to zero), until the First Priority Amount of each holder of Class A Units has been reduced to zero;

(ii) Second, (A) 92.5% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata based on the amount that would be required to be distributed to each holder of Class A Units to cause such holder's Second Priority Amount to be reduced to zero) and (B) 7.5% to the holders of Class B Units pro rata in proportion to the Class B Sharing Percentage of each holder of Class B Units, until the Second Priority Amount of each holder of Class A Units has been reduced to zero;

(iii) Third, (A) 90% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata based on the amount that would be required to be distributed to each holder of Class A Units to cause such holder's Third Priority Amount to be reduced to zero) and (B) 10% to the holders of Class B Units pro rata in proportion to the Class B Sharing Percentage of each holder of Class B Units, until the Third Priority Amount of each holder of Class A Units has been reduced to zero;

(iv) Fourth, (A) 87.5% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata based on the amount that would be required to be distributed to each holder of Class A Units to cause such holder's Fourth Priority Amount to be reduced to zero) and (B) 12.5% to the holders of Class B Units pro rata in proportion to the Class B Sharing Percentage of each holder of Class B Units, until the Fourth Priority Amount of each holder of Class A Units has been reduced to zero; and

(v) Thereafter, (A) 86% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata in proportion to Class A Sharing Percentage of each holder of Class A Units) and (B) 14% to the holders of Class B Units pro rata in proportion to the Class B Sharing Percentage of each holder of Class B Units;

provided, however, that from and after such time as the holders of Class A-I Units have received cash distributions in an amount necessary to cause the Class A Threshold Amount to be reduced to zero, all distributions to the holders of Class A Units pursuant to this Section 5.1(a) shall, notwithstanding the foregoing, be allocated among the holders of Class A Units pro rata in proportion to the Revised Class A Sharing Percentage (and among the holders of Class A-I Units and Class A-II Units pro rata in proportion to the Class A-I Sharing Percentages and Class A-II Sharing Percentages, respectively, of such holders of Class A Units).

Notwithstanding the foregoing, no holder of Class B Units subject to a Distribution Threshold shall be entitled to receive any distributions pursuant to clauses (a)(ii) through (v) in respect of any such Class B Unit unless and until each of the Class A Units and Class B Units outstanding on the date such Class B Unit is issued shall have received distributions after such date in the aggregate pursuant to this Section 5.1 or Section 5.2 equal to the Fair Market Value of the Partnership on the date such Class B Unit is issued, and any such withheld distributions shall be retained by the Partnership and may thereafter be distributed to the holders of Units in accordance with this Section 5.1(a) (provided that any such subsequent distribution shall remain subject to the foregoing provision).

At any time that distributions are being made pursuant to this Section 5.1(a), such distributions shall be made giving effect to all prior distributions and all prior Capital Contributions.

(b) Distributions in Error. Any distributions pursuant to this Section 5.1 made in error or in violation of Section 17-607(a) of the Act, will, upon demand by the General Partner, be returned to the Partnership.

(c) Cash and Non Cash Distributions.

(i) Subject to Section 5.1(c)(ii), if any distribution consists of both cash and non-cash property, then the cash and non-cash property shall be distributed on a pro rata basis such that the total amount of property distributed on account of each Unit shall contain the same percentage of cash and the same percentage of non-cash property (based on the Fair Market Value of such non-cash property), and, to the extent the non-cash Distributable Property shall consist of more than one item of non-cash property, the General Partner shall, to the extent practicable, allocate to each Unit receiving a distribution the same percentage (as a percentage of the total value of cash and non-cash property distributed) of each item or type of non-cash property.

(ii) If any distribution consists of both cash and non-cash property and such distribution is allocated among more than one class of Units, then the cash and non-cash property shall be distributed on a pro rata basis such that the total amount of property distributed to each class of Units receiving a distribution shall contain the same percentage of cash and the same percentage of non-cash property (based on the Fair Market Value of such non-cash property), and, to the extent the non-cash Distributable Property shall consist of more than one item of non-cash property, the General Partner shall, to the extent practicable, allocate to each class of Units receiving a distribution the same percentage (as a percentage of the total value of cash and non-cash property distributed) of each item or type of non-cash property.

(d) Notwithstanding any provision to the contrary contained in this Agreement, if (i) any of the First Priority Amount, Second Priority Amount, Third Priority Amount or Fourth Priority Amount (each, a "***Priority Amount***") occurs hereunder, (ii) subsequent thereto, additional Capital Contributions are made by the Limited Partners hereunder, and (iii) taking into account such subsequent additional Capital Contributions and all distributions made as of such time, a Priority Amount would not be deemed to have occurred, then, for purposes hereof and as of the date such additional Capital Contributions are made, (A) such Priority Amount shall be deemed not to have occurred and (B) until the point in time that such Priority Amount again occurs hereunder (taking into account all Capital Contributions and distributions made as of such time), all subsequent allocations and distributions to the Limited Partners shall be made on the basis that such Priority Amount has in fact not occurred, and the holders of Class B Units will no longer participate in any such distributions, in each case, until the applicable Priority Amount again occurs; provided, that the holders of Class B Units shall be entitled to retain any distributions made to any of them at a time when such Priority Amount, as applicable, had occurred.

(e) Notwithstanding the provisions of Section 5.1(a), all amounts otherwise distributable pursuant to Section 5.1(a) with respect to any unvested Class B Units shall be retained by the Partnership (collectively, the "***Withheld Amounts***"). Within thirty (30) days following the date any Class B Unit has become fully vested, the Partnership shall distribute the Withheld Amounts with respect to each Class B Unit that has become fully vested to the holder of such Class B Unit. Any forfeiture or cancellation of any unvested Class B Units will result in the forfeiture of all Withheld Amounts relating thereto, and all such forfeited Withheld Amounts shall be retained by the Partnership and may thereafter be distributed to the holders of Units in accordance with Section 5.1(a).

(f) If at any time a distribution is payable to holders of Class B Units pursuant to Section 5.1(a) and at such time all of the authorized Class B Units are not then outstanding (whether as a result of forfeiture, repurchase, failure to have been granted or otherwise), the amount of any such distributions otherwise payable to the holders of Class B Units shall, notwithstanding anything to the contrary in Section 5.1(a), be reduced by an amount equal to the product of (i) the aggregate amount of such distributions payable to the holders of Class B Units multiplied by (ii) a fraction (expressed as a percentage), the numerator of which shall be equal to the number of authorized Class B Units that are not then outstanding and the denominator of which shall be equal to the aggregate number of authorized Class B Units, and the amount of any such reduction shall be retained by the Partnership and may thereafter be distributed to the holders of Units in accordance with Section 5.1(a) (provided that any such subsequent distribution shall remain subject to the provisions of this Section 5.1(f)).

(g) If at any time there exists any Redirected Distribution Amount for which a distribution in full has not been made in accordance with this Section 5.1(g), any distributions otherwise payable pursuant to Section 5.1(a) to an Asserting Party to which such Redirected Distribution Amount relates, or any Transferees of its Interests (or, if such distributions to the Asserting Party and/or any Transferees thereof are insufficient, distributions to all other holders of Class A-II Units) shall be redirected and distributed to the other holders of Units (or their Transferees in proportion to the Interest Transferred to such Transferee(s)) in accordance with Section 5.1(a) as reimbursement of amounts owed to such holders until the aggregate amount of the distributions so redirected to such other holders of Units (or their Transferees) is equal to sum of (i) the Redirected Distribution Amount multiplied by the aggregate Class A Sharing Percentages of all holders of Class A Units other than the Asserting Party (or its Transferees) plus (ii) an amount equal to 15% per annum annual return thereon, compounded quarterly (any such redirected amounts distributed to such other holders of Units (or their Transferees) a "***Set-Off Distribution***"). To the extent the other holders of Class A-II Units that are not Asserting Parties suffer a Set-Off Distribution, any future distributions otherwise payable pursuant to Section 5.1(a) to an Asserting Party to which such Set-Off Distribution relates, or any Transferees of its Interests shall be redirected and distributed to such other Class A-II Units that are not Asserting Parties (or their Transferees in proportion to the Interest Transferred to such Transferee(s)) as reimbursement of amounts owed to such holders until the aggregate amount of the distributions so redirected to such other holders of Class A-II Units (or their Transferees) is equal to the sum of the Set-Off Distribution suffered by all other such holders of Class A-II Units (other than the Asserting Party (or its Transferees)) (any such redirected amounts distributed to such other holders of Class A-II Units (or their Transferees) a "***Class A-II Recovery Distribution***"). Notwithstanding the actual distribution of any Set-Off Distributions or Class A-II Recovery Distributions to any holder of Units (or its Transferees), any Set-Off Distributions or Class A-II Recovery Distributions so distributed to such other holders (or their Transferees) shall be treated for purposes of this Agreement as having been distributed to the Asserting Party (or its Transferees) (or to the holders of Class A-II Units, as applicable in the case of Set-Off Distributions) that would have received such Set-Off Distributions or Class A-II Recovery Distributions but for the application of this Section 5.1(g).

5.2. Tax Distributions.

(a) No later than the tenth (10) day of each September, December, March and June, the Partnership shall to the extent of sufficient funds (as reasonably determined by the General Partner), (i) distribute to each Partner an amount of cash equal to such Partner's Tax Amount (such amount, a "Minimum Amount," and such a distribution, a "***Minimum Tax Distribution***"),and (ii) distribute to each Class A Partner an amount of cash equal to (A) the cash amount that would be distributed to each Class A Partner if each Class A Partner had received a pro rata distribution in proportion to the number of Class A Units held by each Partner, such that each Class A Partner received an amount at least equal to its Tax Amount, minus (B) the Minimum Tax Distribution received by such Class A Partner (such amount, a "***True-Up Amount***," and such a distribution, a "***True-Up Tax Distribution***," and together with a Minimum Tax Distribution, a "***Tax Distribution***"), except as otherwise provided in Sections 5.2(c), 5.2(d) and 5.2(e).

(b) As used herein, "***Tax Amount***" means the an amount equal (i) the product of (x) the General Partner's reasonable estimation of the taxable income, gain, loss, deduction, credit, and guaranteed payments (to the extent described in Section 5.2(a) above) allocated to such Partner for the applicable quarter of such Allocation Period, multiplied by (y) the highest marginal effective rate of U.S. federal, state and local income tax (including for this purpose any tax under Code Section 1411 or similar provisions of law) applicable to an individual or corporation (whichever has the higher rate) resident in New York, New York, taking account of any difference in rates applicable to ordinary income, capital gains and "qualified dividends," as such term is defined in Code Section 1(h) and any allowable deductions in respect of such state and local taxes in computing such Partner's liability for U.S. federal income taxes, and such other assumptions as the General Partner shall reasonably determine, less (ii) any losses and deduction of the Partnership allocated to such Partner prior to the applicable quarter of the current Allocation Period but after the Effective Date and only to the extent such losses and deductions have not been offset by income or gain of the Partnership allocated to such Partner in subsequent quarters of an Allocation Period. For the avoidance of doubt, in determining the Tax Amount for any Partner, there shall be taken into account any items allocated to such Partner pursuant to Code Section 704(c) and the Treasury Regulations promulgated thereunder (including any amounts allocable pursuant to the "remedial allocation method" described in Treasury Regulation Section 1.704-3(d), any adjustment made pursuant to Code Section 743(b) or 734(b) of the Code, and any items taken into account by such Partner (or its direct or indirect owner) pursuant to the provisions of Code Section 613A(c)(7)(D) and the Treasury Regulations promulgated thereunder).

(c) Notwithstanding anything in this Section 5.2, for any taxable quarter, if the Partnership does not have sufficient funds (as reasonably determined by the General Partner) available to pay all Partners the maximum amount of their respective Tax Distributions under Section 5.2(a), then the excess of the aggregate maximum amount of Tax Distributions payable under Section 5.2(a) over the amount of sufficient funds shall be applied to reduce the amounts distributed to the Partners pursuant to Section 5.2(a) as follows:,.

(i) first, each Class A Partner's True-Up Tax Distribution shall be reduced pro rata in proportion to each Partner's True-Up Amount (the "***Initial Cutback Amount***");

(ii) second, if necessary, each Partner's Minimum Tax Distribution shall be reduced pro rata in proportion to each Partner's Minimum Amount (the "***Additional Cutback Amount***")

(d) Each Class A Partner's Initial Cutback Amount shall be added to the True-Up Amount of such Partner in the next quarter of the Applicable Period and each Partner's Additional Cutback Amount shall be added to the Minimum Amount of such Partner in the next quarter of the Applicable Period; provided, that any increase to a Class A Partner's True-Up Amount shall be ignored for the purposes of calculating the amount of the other Class A Partners' applicable True-Up Tax Distributions.

(e) A final accounting for Tax Distributions shall be made for each Allocation Period after the Partnership's actual taxable income has been determined, and any shortfall in the amount of Tax Distributions a Partner received for such taxable year based on such final determination shall promptly be distributed to such Partner, and any excess in the amount of Tax Distributions a Partner received for such taxable year shall be applied against the subsequent Tax Distributions due to such Partner; provided, however, for any Allocation Period, if the Partnership does not have funds sufficient to distribute to each Partner the amount of such Partner's shortfall, then such available funds shall be distributed in a manner and priority analogous to the manner and priority described in Section 5.2(c) (regarding insufficient funds with respect to a given taxable quarter). For any Allocation Period, if any shortfall remains for any Partner after giving effect to the preceding sentence, the amount of such shortfall attributable to a True-Up Amount shall be added to the applicable Partner's True-Up Amount for the first quarter of the next Applicable Period and the amount of such shortfall attributable to a Minimum Amount shall be added to the applicable Partner's Minimum Amount for the first quarter of the next Applicable Period. In addition, in the event of any audit adjustment by a taxing authority which affects the amount of taxable income allocated or required to be allocated to the Partners in any year, or in the event the Partnership files an amended return which has such effect, the aggregate amount of Tax Distributions that should have been made with respect to such year shall be recalculated by giving effect to such audit adjustment or changes reflected in the amended return, as applicable (treating any interest or penalties incurred by any of the Partners in connection therewith as an addition to the assumed tax liability of such Partners), and any excess or shortfall in the resulting amount of Tax Distributions shall be treated in accordance with the preceding two (2) sentences.

(f) Tax Distributions shall be considered advanced distributions made pursuant to the applicable provisions of Section 5.1 and shall be taken into account in determining the amount of any future distributions (including distributions under Section 10.2).

5.3. Allocations.

(a) Profits and Losses.

(i) General Application. For each Allocation Period, after giving effect to Section 5.3(b), the rules set forth below in this Section 5.3(a) shall apply for the purpose of determining each Partner's allocable share of the items of income, gain, loss and expense of the Partnership comprising Profits or Losses of the Partnership for such Allocation Period.

(ii) Hypothetical Liquidation. The items of income, expense, gain and loss of the Partnership comprising Profits or Losses for an Allocation Period shall be allocated among the Persons who were Partners during such Allocation Period in a manner that shall, as nearly as possible, cause the Capital Account balance of each Partner at the end of such Fiscal Year to equal the excess (which may be negative) of:

(A) the amount of the hypothetical distribution (if any) that such Partner would receive if, on the last day of the Fiscal Year, (x) all Partnership assets were sold for cash equal to their respective Gross Asset Values, taking into account any adjustments thereto for such Fiscal Year, (y) all Partnership liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability or any Partner Nonrecourse Debt with respect to such Partner, to the Gross Asset Values of the assets securing such liability), and (z) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Section 10.2 hereof; over

(B) the sum of (x) the amount, if any, without duplication, that such Partner would be obligated to contribute to the capital of the Partnership, (y) such Partner's share of Partnership Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (z) such Partner's share of Partner Minimum Gain determined pursuant to Treasury Regulations Section 1.704 2(i)(5), all computed as of the hypothetical sale described in Section 5.3(a)(ii)(A) hereof;

(b) Regulatory Allocations. Notwithstanding the foregoing provisions of Section 5.3(a), the following special allocations will be made in the following order of priority:

(i) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain during an Allocation Period, then each Partner will be allocated items of Partnership income and gain for such Allocation Period (and, if necessary, for subsequent Allocation Periods) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 5.3(b)(i) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and will be interpreted consistently therewith.

(ii) Partner Minimum Gain Chargeback. If there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership Allocation Period, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), will be specially allocated items of Partnership income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in a manner consistent with the provisions of Treasury Regulations Section 1.704-2(i)(4). This Section 5.3(b)(ii) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and will be interpreted consistently therewith.

(iii) Qualified Income Offset. If any Partner unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income, gain and Simulated Gain will be allocated to all such Partners (in proportion to the amounts of their respective deficit Adjusted Capital Accounts) in an amount and manner sufficient to eliminate the deficit balance in the Adjusted Capital Account of such Partner as quickly as possible, provided that an allocation pursuant to this Section 5.3(b)(iii) shall be made if and only to the extent that such Partner would have an Adjusted Capital Account deficit after all other allocations provided for in this Section 5.3 have been tentatively made as if this Section 5.3(b)(iii) were not in this Agreement. It is intended that this Section 5.3(b)(iii) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(iv) Gross Income Allocation. In the event that any Partner has a deficit Capital Account at the end of any Allocation Period which is in excess of the sum of (x) the amount such Partner is obligated to restore pursuant to any provision of this Agreement and (y) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.3(b)(iv) shall be made only if and to the extent that such Partner would have a deficit Capital Account balance in excess of such sum after all other allocations provided for in this Section 5.3 have been made as if Section 5.3(b)(iii) and this Section 5.3(b)(iv) were not in this Agreement.

(v) Limitation on Allocation of Net Loss. If the allocation of Losses, Simulated Depletion or Simulated Losses to a Partner as provided in Section 5.3(a) would create or increase an Adjusted Capital Account deficit, there will be allocated to such Partner only that amount of Losses, Simulated Depletion or Simulated Losses as will not create or increase an Adjusted Capital Account deficit. The Losses, Simulated Depletion or Simulated Losses that would, absent the application of the preceding sentence, otherwise be allocated to such Partner will be allocated to the other Partners in accordance with their relative proportion of Units, subject to the limitations of this Section 5.3(b)(v).

(vi) Certain Additional Adjustments. To the extent that an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss will be specially allocated to the Partners in accordance with their Interests in the Partnership in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partners to whom such distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Nonrecourse Deductions. Nonrecourse Deductions for each Allocation Period of the Partnership will be allocated (A) 86% to the holders of Class A Units with respect to their Class A Units (and among the holders of Class A Units pro rata in proportion to Class A Sharing Percentage of each holder of Class A Units) and (B) 14% to the holders of Class B Units pro rata in proportion to the Class B Sharing Percentage of each holder of Class B Units.

(viii) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions will be allocated each Allocation Period to the Partner that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable.

(ix) Simulated Depletion, Simulated Loss. Simulated Depletion for each Depletable Property, and Simulated Loss upon disposition of Depletable Property, shall be allocated among the Partners in proportion to their shares of Simulated Basis in such property.

(c) Tax Allocations.

(i) Except as provided in Section 5.3(c)(ii), Section 5.3(c)(iii), and Section 5.3(d), for income tax purposes under the Code and the Treasury Regulations, each Partnership item of income, gain, loss, deduction and credit will be allocated between the Partners as its correlative item of "book" income, gain, loss, deduction or credit is allocated pursuant to this Article V.

(ii) Tax items with respect to Partnership assets that are contributed to the Partnership with a Gross Asset Value that varies from its basis in the hands of the contributing Partner immediately preceding the date of contribution will be allocated between the Partners for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Partnership will account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations and, the Parties agree that, unless and until a different method is selected pursuant to the provisions of this Agreement, the Partnership shall use the remedial method pursuant to Treasury Regulations Section 1.704-3(d). If the Gross Asset Value of any Partnership asset is adjusted pursuant to the definition of "***Gross Asset Value***" herein, subsequent allocations of income, gain, loss, deduction and credit with respect to such Partnership asset will take account of any variation between the adjusted basis of such Partnership asset for U.S. federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Treasury Regulations promulgated thereunder under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the General Partner. Allocations pursuant to this Section 5.3(c)(ii) are solely for purposes of U.S. federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of net Profits, net Losses and any other items or distributions pursuant to any provision of this Agreement.

(iii)

(A) If the Partnership recognizes Depreciation Recapture with respect to the sale of any Partnership asset, (i) the portion of the gain on such sale which is allocated to a Partner pursuant to Section 5.3(a) and Section 5.3(b) shall be treated as consisting of a portion of the Partnership's Depreciation Recapture on the sale and a portion of the balance of the Partnership's remaining gain on such sale under principles consistent with Treasury Regulations Section 1.1245-1 and (ii) if, for U.S. federal income tax purposes, the Partnership recognizes both "unrecaptured section 1250 gain" (as defined in Code Section 1(h)) and gain treated as ordinary income under Code Section 1250(a) with respect to such sale, the amount treated as Depreciation Recapture under Section 5.3(c)(iii)(B) shall be comprised of a proportionate share of both such types of gain.

(B) For purposes of this Section 5.3(c)(iii), "***Depreciation Recapture***" means the portion of any gain from the disposition of an asset of the Partnership which, for U.S. federal income tax purposes, (i) is treated as ordinary income under Code Section 1245, (ii) is treated as ordinary income under Code Section 1250 or (iii) is "unrecaptured section 1250 gain" as such term is defined in Code Section 1(h).

(d) Income Tax Allocations with respect to Depletable Properties.

(i) Pursuant to Code Section 613A(c)(7)(D) and the Treasury Regulations promulgated thereunder, cost and percentage depletion deductions with respect to any Depletable Property shall be computed separately by the Partners rather than the Partnership. For purposes of such computations, the U.S. federal income tax basis of each Depletable Property shall be allocated to each Partner in accordance with such Partner's Class A Sharing Percentage as of the time such Depletable Property is contributed to or acquired by the Partnership (and any additions to such federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Partners in a manner designed to cause the Partners' proportionate shares of such adjusted federal income tax basis to be in accordance with their Class A Sharing Percentages as determined at the time of any such additions), and shall be reallocated among the Partners in accordance with the Partners' Class A Sharing Percentages as determined immediately following the occurrence of an event giving rise to an adjustment to the Gross Asset Values of the Partnership's Depletable Properties pursuant to clause (b) of the definition of Gross Asset Value.

(ii) For purposes of the separate computation of gain or loss by each Partner on the taxable disposition of Depletable Property, the amount realized from such disposition shall be allocated (A) first, to the Partners in an amount equal to the Simulated Basis in such Depletable Property in proportion to their allocable shares thereof and (B) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gains.

(iii) The allocations described in clauses (i) and (ii) of this Section 5.3(d) are intended to be applied in accordance with the Partners' "interests in partnership capital" under Code Section 613A(c)(7)(D); provided that the Partners understand and agree that the General Partner may, in good faith, authorize special allocations of U.S. federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to Depletable Properties, in such manner as determined consistent with the principles outlined in Section 5.3(c)(ii). The provisions of this Section 5.3(d) and the other provisions of this Agreement relating to allocations under Code Section 613A(c)(7)(D) are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(iv) Each Partner shall separately keep records of its share of the adjusted tax basis in each Depletable Property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Partnership. Upon the request of the Partnership, each Partner shall advise the Partnership of its adjusted tax basis in each Depletable Property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection. The Partnership may rely on such information and, if it is not provided by the Partner, may make such reasonable assumptions as it shall determine with respect thereto. The General Partner shall cause the Partnership to provide each Partner with information reasonably requested by such Partner to comply with this Section 5.3(d)(iv) and other tax reporting obligations.

(e) Other Provisions.

(i) For any Allocation Period or other period during which any part of any Interest in the Partnership is Transferred between the Partners or to another Person (other than by pledge of, or grant of a security interest in, such Interest), the portion of the Profits, Losses and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of an Interest in the Partnership will be apportioned between the Transferor and the Transferee under any method allowed pursuant to Code Section 706 and the applicable Treasury Regulations as determined by the General Partner, although an interim closing of the books method shall be used if the Transferor agrees to reimburse the Partnership for reasonable costs incurred.

(ii) In the event that the Code or any Treasury Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Article V, the General Partner is hereby authorized to adjust or amend the allocations to the extent necessary to satisfy the Code and any Treasury Regulations, and no such new allocation will give rise to any claim or cause of action by any Partner.

(iii) For purposes of determining the Partners' proportional share of the Partnership's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), the Partners' interests in profits will be equal to their respective shares of any amounts that would be distributable pursuant to Section 5.1(a)(v).

(iv) Credits. All tax credits shall be allocated among the Partners as determined by the General Partner, consistent with applicable law.

(f) Valuation; Revaluation. Except as otherwise specifically provided in this Agreement, valuations will be made by the General Partner or by independent third parties appointed by the General Partner and deemed qualified by the General Partner to render an opinion as to the value of the Partnership's assets, using such methods and considering such information relating to the investments, assets and liabilities of the Partnership as the General Partner or independent third party, as the case may be, may determine in the discretion of the General Partner.

(g) Prior Allocation Periods. All allocations of Profits or Losses or items of income, gain, loss, deduction or credit for any period prior to the first Allocation Period shall be governed by the First Amended and Restated Partnership Agreement or the Second Amended and Restated Partnership Agreement, as applicable.

5.4. Withholding. The Partnership may withhold distributions or portions thereof if it is required to do so by any applicable rule, regulation, or law, and each Partner hereby authorizes the Partnership to withhold from or pay on behalf of or with respect to such Partner any amount of federal, state, local or foreign taxes that the General Partner reasonably determines that the Partnership is required to withhold or pay with respect to any amount distributable or allocable to such Partner pursuant to this Agreement. If the Partnership decides to withhold distributions or a portion thereof distributable or allocable to a Class A Limited Partner, the General Partner shall promptly provide notice to such Class A Limited Partner prior to withholding any such amounts and shall consult with such Class A Limited Partner and its tax advisors regarding such withholding. Any amounts withheld pursuant to this Section 5.4 or withheld by a third party from payments made to the Partnership or any of its Subsidiaries on account of a particular Partner will be treated as having been distributed to such Partner. To the extent that the cumulative amount of such withholding for any period exceeds the distributions to which such Partner is entitled for such period, the amount of such excess, if not immediately repaid by such Partner to the Partnership, will be considered a loan from the Partnership to such Partner, with interest accruing at two percent (2%) plus the Interest Rate. Such loan may, at the option of the General Partner, be satisfied (a) out of distributions to which such Partner would otherwise be subsequently entitled, or (b) by the immediate payment in cash to the Partnership of such excess amount. The General Partner, on behalf of the Partnership, may take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Partner. Each Partner hereby unconditionally and irrevocably grants to the Partnership a security interest in such Partner's Units to secure such Partner's obligation to pay to the Partnership any amounts required to be paid pursuant to this Section 5.4. Each Partner will take such actions as the Partnership may request in order to perfect or enforce the security interest created hereunder.

ARTICLE VI

MANAGEMENT

6.1. Management. Except as otherwise provided in this Agreement or by applicable law, the power and authority to manage, direct and control the Partnership will be vested in the General Partner. The General Partner will have full, complete and exclusive authority to manage, direct and control the business, affairs and properties of the Partnership, and to perform any and all other acts or activities customary or incident to the management of the Partnership's activities, without the necessity of the approval by the Limited Partners except as expressly provided herein. Except for the General Partner, no Partner may claim or exercise any authority to act, or to enter into any contract or agreement, on behalf of the Partnership. The Limited Partners agree that all determinations, decisions and actions made or taken by the General Partner shall be conclusive and absolutely binding upon the Partnership, the Limited Partners and their respective successors, personal representatives and permitted assigns. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner as herein set forth.

6.2. Supermajority Vote; Majority Vote. Notwithstanding anything contained in this Agreement, and without limiting any requirement in this Agreement that any action require approval of the General Partner:

(a) prior to a Qualified IPO, the following matters shall require the approval of the General Partner in accordance with Section 7.11(b) of the GP Agreement:

(i) the approval or modification of compensation payable by any Person in the Partnership Group to any individual affiliated with a Partner;

(ii) any Liquidity Event prior to December 31, 2019, unless (A) the holders of Class A-II Units will have received aggregate distributions (giving effect to such Liquidity Event) in an amount not less than one and one-half (1.5) times the value of the Class A-II Units issued to holders of Class A-II Units on the Effective Date as set forth on Exhibit A under the column titled "*Initial Capital Contribution*" and (B) the net proceeds received in connection with such Liquidity Event would, if distributed in accordance with Section 5.1, result in each holder of Class A-I Units having received aggregate cash distributions in excess of the amount necessary to cause the Class A Threshold Amount to be reduced to zero;

(iii) any disposition by any Person in the Partnership Group of any Equity Security of SXE GP or any successor, other than as part of a Liquidity Event from and after December 31, 2019 or as otherwise approved or permitted pursuant to clause (ii) above;

(iv) making capital calls, other than capital calls approved pursuant to Section 6.2(b)(iii);

(v) issuing any Equity Securities of any Person in the Partnership Group, other than the issuance of Equity Securities of any Person in the Partnership Group approved pursuant to Section 6.2(b)(iv);

(vi) any disposition by any Person in the Partnership Group of assets with a fair market value equal to or greater than $15,000,000, other than (A) a Dropdown Transaction approved pursuant to Section 6.2(b)(viii) or (B) in connection with a Liquidity Event otherwise approved or permitted by Section 6.2(b)(vii);

(vii) any bankruptcy or liquidation, dissolution, or similar proceedings with respect to any Person in the Partnership Group;

(viii) the repurchase of Interests of any Class A Limited Partner, other than on a pro-rata basis among and as agreed by all Class A Limited Partners;

(ix) (A) any transaction or series of related transactions between any Person in the Partnership Group, on the one hand, and any Partner or any Affiliate thereof, on the other hand, and (B) approval of any amendments, amendments and restatements, supplements or modifications to any current or future transactions that are or would be covered by this clause (ix), other than in connection with any Dropdown Transaction approved in accordance with Section 6.2(b)(viii);

(x) any amendment to the organizational documents of any Person in the Partnership Group (other than as required to implement any action that may be approved in accordance with Section 6.2(b) or that does not adversely impact the rights, obligations, liabilities or economics of any Class A-II Limited Partner disproportionately as compared to any other Class A Limited Partner or as otherwise expressly permitted pursuant to the organizational documents of such Person);

(xi) any change, modification, increase or decrease in the size or composition of the Board of Directors or the board of directors of SXE (excluding the appointment, removal or change of any individual Director on the Board of Directors or the board of directors of SXE);

(xii) the formation of any Subsidiary of the Partnership authorized to engage in any business activities other than as described in Section 2.5 or any change in nature of the business of any Person in the Partnership Group from any purpose other than as described in Section 2.5;

(xiii) the adoption or change of tax elections (including those under Code Section 704(c)), tax accounting methods or tax reporting positions of any Person in the Partnership Group, except as required by applicable tax law;

(xiv) the making of any distribution by the Partnership, other than of Available Cash in accordance with Section 5.1 and Section 5.2;

(xv) the acquisition (A) by EIG or Tailwater, or any of their Affiliates, (other than through the Partnership or its Subsidiaries) of any Equity Securities, instruments convertible into Equity Securities or debt instruments (other than the Unsecured Notes) of the SXE Group or (B) by any Lender (other than through the Partnership or its Subsidiaries) of any Equity Securities or instruments convertible into Equity Securities of the SXE Group (excluding any such acquisition or conversion relating to debt of the SXE Group held by such Lender);

(xvi) the transfer by the General Partner of any Units held by it or of its general partner interest in the Partnership, other than as part of a Liquidity Event from and after December 31, 2019 or as otherwise approved or permitted pursuant to clause (ii) above; and

(xvii) exercising rights of any Person in the Partnership Group in such Person's capacity as a member, manager or partner (general or limited) of any other Person in the Partnership Group or any joint venture in which a Person in the Partnership Group has an interest with respect to any action requiring approval of the General Partner pursuant to this Section 6.2(a).

(b) Without limiting any approval as required under Section 6.2(a), the following matters shall require the approving vote of the General Partner in accordance with Section 7.11(c)(i) of the GP Agreement:

(i) the appointment, termination or removal of any officer of any Person in the Partnership Group;

(ii) subject to Section 6.2(a)(i), the approval or modification of compensation payable by any Person in the Partnership Group to any individual or amending any employee compensation benefit or incentive plan of any Person in the Partnership Group;

(iii) making capital calls, provided such capital calls (A) are to fund any payment obligation of a member of the Partnership Group or any expenditure set forth in the approved Annual Budget (including any amendments thereto) or (B) are required to maintain compliance or otherwise avoid default under any credit agreement to which any member of the Partnership Group or the SXE Group is a party, in each case (I) to the extent the payments or expenditures related thereto are to occur within sixty (60) days of the funding date of such capital call, (II) there is not sufficient liquidity to fund such payments (as reasonably determined by the Board of Directors, provided that in determining such liquidity the Board of Directors shall include the amount of any cash and cash equivalents held by the Partnership Group in excess of six (6) months of operating expenses, maintenance capital expenses, debt service, replacements and contingencies as set forth in the Annual Budget (including any amendments thereto)) and (III) such capital calls are not primarily intended to dilute the interest of any Class A Limited Partner;

(iv) issuing (i) subject to Section 3.5(b), Equity Securities in the Partnership or (ii) Equity Securities in any subsidiary of the Partnership issued solely to the Partnership or a wholly owned subsidiary of the Partnership;

(v) the issuance or voluntary redemption or prepayment by any Person in the Partnership Group of any debentures, bonds or any other debt securities (including any security convertible into or exchangeable for any other security) or the making or voluntary prepayment of any loan to any Person;

(vi) any determination of Available Cash or, subject to Section 6.2(a)(xiv), any distribution by the Partnership;

(vii) subject to Section 6.2(a)(ii), any Liquidity Event (unless directed by Tailwater or EIG at any time from or after December 31, 2019 pursuant to Section 7.13 of the GP Agreement);

(viii) any Dropdown Transaction;

(ix) subject to Section 6.2(a)(ix) and other than in connection with a Liquidity Event otherwise approved or permitted by Section 6.2(b)(vii), the approval of any merger, consolidation, recapitalization or similar transaction by any Person in the Partnership Group, provided such transaction is on arms-length terms;

(x) the approval by any Person in the Partnership Group of any Annual Budget (or any amendment thereto) and any approval by any Person in the Partnership Group of expenditures in excess of those reflected in the then current Annual Budget (subject to any permitted variances);

(xi) subject to Section 6.2(a)(ix), the approval of any entry by any Person in the Partnership Group into, or amendment or waiver of any rights of any Person in the Partnership Group under, any partnership or joint venture with any other Person, provided such partnership or joint venture is on arms-length terms;

(xii) the approval of any contract to be entered into by any Person in the Partnership Group after the Effective Date (A) with a term of more than twelve (12) months (other than any contract that may be terminated by such Person on not more than ninety (90) days notice without penalty), or (B) involving expected payments by any Person in the Partnership Group of more than $5,000,000, in the aggregate (other than payments for obligations as set forth in an Annual Budget), and (C) any non-ministerial amendment to any such contract;

(xiii) any voluntary encumbrance of any properties or assets of any Person in the Partnership Group to secure any debt and/or other obligations;

(xiv) subject to Section 6.2(a)(ix), any disposition by any Person in the Partnership Group of assets on arm's length terms and with a fair market value of less than $15,000,000, other than with respect to the disposition of worthless or obsolete assets;

(xv) subject to Section 3.13, determining Fair Market Value;

(xvi) initiating, compromising or settling any lawsuit, administrative matter or other dispute (A) where the amount the Partnership Group may recover or might be obligated to pay, as applicable, is in excess of $1,000,000 or (B) that contains a restriction, mandate or limitation on the conduct, actions or inactions of the Partnership Group; and

(xvii) subject to Section 6.2(a), exercising rights of any Person in the Partnership Group in such Person's capacity as a member, manager or partner (general or limited) of such Person in the Partnership Group or any joint venture in which a member of the Partnership Group has an interest with respect to any action requiring approval of the General Partner pursuant to this Section 6.2(b).

6.3. Officers. The General Partner may, from time to time, designate one or more Persons to be officers of the Partnership (each, an "***Officer***"), with such titles as the General Partner may assign to such Persons. No Officer need be a Partner or a resident of the State of Delaware. Officers so designated will have such authority and perform such duties as the General Partner may, from time to time, delegate to them and, unless otherwise specified by the General Partner, will have the authority and responsibilities generally held by officers of a Delaware corporation holding the same titles. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the Officers and agents of the Partnership will be fixed from time to time by the General Partner, subject to Section 6.2(a)(i). Any Officer may resign as such at any time. Such resignation will be made in writing and will take effect at the time specified therein, or if no time be specified, at the time of its receipt by the General Partner. Any Officer may be removed as such, either with or without cause, by the General Partner, in its sole discretion. Any vacancy occurring in any office of the Partnership may be filled by the General Partner. The Officers of the Partnership, and their respective titles, as of the Effective Date are set forth on Exhibit C hereto.

6.4. Annual Budget. The Officers shall be responsible for managing the day to day operations of the Partnership, subject to such limitations and directions as are provided by the General Partner. The Officers will annually prepare and submit to the General Partner the Annual Budget which the General Partner shall revise and otherwise modify in its sole discretion. Any material changes to the Annual Budget shall be made at the direction of, or with the approval by, the General Partner, in each case at the sole discretion of the General Partner. The General Partner shall have the right to revise any then-applicable Annual Budget at any time, in its sole discretion. In furtherance of the foregoing:

(a) The Annual Budget for the period from the date of this Agreement through December 31, 2016 shall be approved in accordance with Section 6.2(b) (such approved Annual Budget, the "***Initial Budget***").

(b) The Board of Directors shall review each Annual Budget, including the Initial Budget, at least quarterly (or more frequently as determined by the Board of Directors, including upon any proposed project not currently in the Annual Budget requiring capital expenditures in excess of $5,000,000 during the capital year to which such Annual Budget relates) and the Annual Budget shall be amended or modified to reflect any amendments or modifications thereto approved or directed by the General Partner and as so modified or amended shall thereafter constitute the Annual Budget for the remainder of the calendar year to which such Annual Budget relates.

(c) The Officers shall prepare or cause to be prepared and presented to the Board of Directors not later than December 1 of each calendar year (beginning December 1, 2016 (for calendar year 2017)) a draft Annual Budget for the next succeeding calendar year (the "***Proposed Budget***") setting forth the anticipated revenues and expenses (including capital expenditures) of the Partnership for such calendar year in a format consistent with the Initial Budget, and which will include:

(i) a projected monthly income statements, balance sheets and cash flow statements on a consolidated basis for the calendar year covered by such Proposed Budget and a projected monthly income statement and capital expenditures for each major capital project;

(ii) estimates of the expenditures covered by the proposed Annual Budget by budget category, in reasonable detail to identify the nature, scope and duration of the activity in question;

(iii) estimates of the schedule pursuant to which capital costs and expenses included in the Annual Budget are anticipated to be incurred by the Partnership;

(iv) any other information reasonably requested in writing by the General Partner;

(v) estimates of revenues and estimated returns on invested capital;

(vi) progress on capital projects included in prior Annual Budgets, including any shortfalls or overages; and

(vii) any costs and expenses estimated to be expended due to health, safety, security and environmental issues or any regulatory issues.

(d) Expenditures in an Annual Budget may extend over more than one calendar year because such expenditures represent activities or operations that require commitments in excess of one calendar year. Once such expenditures have been approved by the General Partner as part of an Annual Budget or included by the General Partner as part of an Annual Budget, unless the General Partner determines otherwise, such expenditures shall not be required to be resubmitted for approval on an annual or other periodic basis, but instead all such items, until completed, automatically shall be included in future Annual Budgets (subject to limits and amounts as previously approved) as items which have already been approved.

(e) If the General Partner does not approve a Proposed Budget for a calendar year on or prior to the December 20 preceding January 1 of the calendar year to which such Proposed Budget relates, the Officers shall use good faith efforts to prepare or to cause to be prepared a revised Proposed Budget for approval by the General Partner; provided, however, that the General Partner shall have the right to revise the Proposed Budget and to approve the Proposed Budget that it has revised, in each case in its sole discretion. Each Proposed Budget approved hereunder by the General Partner in accordance with this Section 6.4 shall be deemed an "***Annual Budget.***"

(f) To the extent that any Proposed Budget is not approved by the General Partner in accordance with this Section 6.4 by the January 1 of the calendar year to which such Proposed Budget relates, then, until a Proposed Budget for such calendar year is approved by the General Partner, the most recent Annual Budget for the prior year shall continue as the Annual Budget for such calendar year; provided, however, that (i) such existing Annual Budget will automatically be adjusted for such Fiscal Year to properly account for actual changes in non-discretionary changes such as taxes, insurance premiums, utility charges, debt service and maintenance and repair costs (including capital expenditures for maintenance and repair costs) and (ii) the budgeted amount of capital expenditures for the General Partner and the Partnership Group (other than capital expenditures for maintenance and repair costs) shall be (A) for the first such Fiscal Year, 80% of the amount budgeted for capital expenditures in such existing Annual Budget and (B) for any Fiscal Year thereafter, until an Annual Budget is approved by the General Partner, zero.

(g) The Partnership shall not incur capital expenditures in excess of amounts set forth in the Annual Budget without prior approval of the General Partner, provided that the Partnership may expend without General Partner approval up to ten percent (10%) in excess of the authorized amount for any category of capital expenditures during a calendar year (excluding any amounts included in the Annual Budget as line items for contingencies and overruns), such excess expenditures not to exceed in the aggregate ten percent (10%) of the aggregate of the amount for capital expenditures set forth in the Annual Budget for such calendar year. Any variances from the Annual Budget for capital expenditures other than variances for capital expenditures within and not in excess of ten percent (10%) variance permitted herein year shall require the approval of the General Partner, and if so approved, each such variance shall be added to the Annual Budget for such calendar year which, as so amended, shall thereafter be the Annual Budget for such calendar year. The ten percent (10%) variance permitted herein shall be calculated with respect to the original amounts set forth in the Annual Budget or, once amended, the amended amount, provided that no expenditures incurred pursuant to Section 6.4(h) shall be deemed to be included in an Annual Budget for purposes of calculating the ten percent (10%) permitted variance pursuant to this Section 6.4(g), nor shall any such expenditures be considered to be amounts expended in excess of the authorized amount of any Annual Budget for purposes of calculating the ten percent (10%) permitted variance.

(h) Notwithstanding anything to the contrary in this Agreement, the Partnership is expressly authorized to make Emergency Expenditures and incur liabilities without prior authorization or approval when necessary or advisable, in the judgment of the senior executive Officer, subject to Prudent Industry Practices, to deal with emergencies, including explosions, fires, spills, or any other similar event, which may endanger property, lives, or the environment. The senior executive Officer shall as soon as practicable report to the General Partner the nature of any such emergency which arises, the measures he intends to take in respect of such emergency and the estimated related expenditures.

6.5. Limitation of Liability; Indemnification.

(a) Neither the General Partner, any Director, any Organizing Person, any Officer or any officer the General Partner or their respective Affiliates shall be liable in damages to the Partnership or any Partner by reason of, or arising from or relating to the operations, business or affairs of, or any action taken or failure to act on behalf of, the Partnership or the General Partner, except to the extent that any of the foregoing is determined by a final, non-appealable order of a court of competent jurisdiction to have been caused by a willful breach of the terms of this Agreement or the gross negligence or willful misconduct or bad faith of such persons.

(b) To the maximum extent permitted by applicable law, but subject to the provisions of this Section 6.5, all Indemnitees will not be liable for, and will be indemnified and held harmless by the Partnership against, any and all claims, actions, demands, losses, damages, liabilities, costs, or expenses, including attorney's fees, court costs, and costs of investigation, actually and reasonably incurred by any such Indemnitee (collectively, "***Damages***"), arising from proceedings in which such Indemnitee may be involved, as a party or otherwise, by reason of its being a Director, General Partner, Officer or officer the General Partner, or by reason of its involvement in the management of the affairs of the Partnership or the General Partner, whether or not it continues to be such at the time any such Damage is paid or incurred, except to the extent that any of the foregoing is determined by a final, non-appealable order of a court of competent jurisdiction to have been caused by a willful breach of the terms of this Agreement or the gross negligence or willful misconduct or bad faith of such persons. IT IS THE EXPRESS INTENT OF THE PARTNERSHIP THAT THE FOREGOING INDEMNITY SHALL BE APPLICABLE TO ANY DAMAGE THAT HAS RESULTED FROM OR IS ALLEGED TO HAVE RESULTED FROM THE ACTIVE OR PASSIVE OR THE SOLE, JOINT, OR CONCURRENT ORDINARY NEGLIGENCE OF THE INDEMNITEE.

(c) To the maximum extent permitted by applicable law, expenses incurred by an Indemnitee in defending any proceeding (except a proceeding by or in the right of the Partnership or any of the Partners against such Indemnitee), will be paid by the Partnership in advance of the final disposition of the proceeding, upon receipt of a written undertaking by or on behalf of such Indemnitee to repay such amount if such Indemnitee is determined pursuant to this Section 6.5 or adjudicated to be ineligible for indemnification, which undertaking will be an unlimited general obligation of the Indemnitee but need not be secured unless so determined by the General Partner.

(d) The indemnification provided by this Section 6.5 will inure to the benefit of the heirs and personal representatives of each Indemnitee.

(e) Any indemnification pursuant to this Section 6.5 will be made only out of the assets of the Partnership and will in no event cause any Partner to incur any personal liability nor shall it result in any liability of the Partners to any third party.

(f) The rights of indemnification provided in this Section 6.5 are in addition to any rights to which an Indemnitee may otherwise be entitled by contract (including, without limitation, advancement of expenses) or as a matter of law. The Partnership hereby acknowledges that the Indemnitees may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Partners and certain of their Affiliates (collectively, the "***Partner Indemnitors***"). The Partnership hereby agrees that (i) the Partnership is the Indemnitor of first resort (i.e., its obligations to the Indemnitees under Sections 6.5(b) and Section 6.5(c) are primary and any obligation of the Partner Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Indemnitees are secondary), (ii) the Partnership shall be required to advance the full amount of expenses incurred by the Indemnitees and shall be liable for the full amount of all Damages paid in settlement to the extent legally permitted and as required by the terms of Sections 6.5(b) and Section 6.5(c) (or any other agreement between the Partnership and the Indemnitees), without regard to any rights the Indemnitees may have against the Partner Indemnitors, and (iii) the Partnership irrevocably waives, relinquishes and releases the Partner Indemnitors from any and all claims against the Partner Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Partnership further agrees that no advancement or payment by the Partner Indemnitors on behalf of an Indemnitee with respect to any claim for which the Indemnitee has sought indemnification from the Partnership pursuant to Sections 6.5(b) and Section 6.5(c) shall affect the foregoing and the Partner Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Indemnitees against the Partnership. The Partnership agrees that the Partner Indemnitors who are not Partners are express third party beneficiaries of the terms of this Section 6.5.

6.6. Directors' and Officers' Insurance. The Partnership will purchase and maintain key man insurance for the Officers and Director and Officer liability insurance in the amount approved by the General Partner on behalf of any Person who is or was a Director, Partner, Officer or officer of its Subsidiaries against any liability asserted against him or incurred by him in any capacity identified in Section 6.5 or arising out of his status as an Indemnitee, whether or not the Partnership would have the power to indemnify him against that liability under Section 6.5.

6.7. Limitation of Duties; Waiver of Fiduciary Duties.

(a) To the fullest extent permitted by applicable law, the Partnership waives all fiduciary duties and all liability of any Partner (in their capacity as a Partner but not in their capacity as Officers of the Partnership, if applicable) for breaches of fiduciary duties; provided, however, that such waiver does not extend to liability for any action or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

(b) In furtherance of and without limiting Section 6.7(a), (i) the legal doctrines of "corporate opportunity," "business opportunity" and similar doctrines will not be applied to any ventures or activities of the General Partner, the Limited Partners or their respective Affiliates, (ii) none of General Partner, the Limited Partners or their respective Affiliates will have any obligation to the Partnership or its other Partners with respect to any opportunity to expand the Partnership's business, whether geographically, or otherwise, (iii) the Partnership and each Partner hereby renounces any interest or expectancy in any business opportunity, transaction or other matter in which any Limited Partner (or its Affiliates) participates or desires or seeks to participate (each, a "***Business Opportunity***"), (iv) no Limited Partner (or its Affiliates) shall have any obligation to communicate or offer any Business Opportunity to the Partnership or any other Partner, and each may pursue for itself or direct, sell, assign or transfer to any other Person any such Business Opportunity and (v) the General Partner, the Limited Partners and their respective officers, directors, partners, members, managers, stockholders and Affiliates shall be entitled to and may have business interests and activities that are in direct competition with the Partnership or a Partner or that are enhanced by the activities of the Partnership, and neither the Partnership nor any Partner shall have any rights by virtue of this Agreement in any business venture of the General Partner or any Limited Partner.

(c) Notwithstanding the foregoing, nothing in this Section 6.7 shall, or is intended to, limit the duties and obligations of Limited Partners who are Officers of the Partnership in their capacity as Officers of the Partnership or otherwise limit the rights, duties and obligations of any Partner or Director expressly set forth in this Agreement.

ARTICLE VII

RIGHTS OF PARTNERS; CONFIDENTIALITY

7.1. Access to Information. In addition to the other rights specifically set forth in this Agreement, each Partner will have access to all information to which a Partner is entitled to have access pursuant to the Act. The Partnership shall permit each Access Partner, once per calendar quarter, to send representatives to visit and inspect any of the properties of the Partnership, including its books of account and other records (and make copies of and take extracts from such books and records), and to discuss all aspects of the Partnership's business, affairs, finances, and accounts with the Partnership's officers and its independent public accountants, all at such reasonable times during the Partnership's usual business hours and as often as any such Access Partner may reasonably request; provided, however, that the Partnership shall not be obligated pursuant to this Section 7.1 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the General Partner) or the disclosure of which would adversely affect the attorney-client privilege between the Partnership and its counsel.

7.2. Financial Reports. The Partnership shall furnish all of the following to each Access Partner (in the case of the Lenders, to the Class A-II Representative who shall furnish it to the Lenders within five (5) Business after receipt):

(a) Within thirty-five (35) days after the end of each month, (i) an operating report with key operating metrics as reasonably determined by the General Partner, (ii) an unaudited consolidated balance sheet and unaudited related statement of income and statement of cash flows for such month prepared on a consistent internal basis (without footnotes) and other disclosures that would be required for a presentation in accordance with generally accepted accounting principles as applied in the United States ("***GAAP***"), together with a comparison of such statements to the Annual Budget for such periods and (iii) a written report by the Partnership's management describing the results of operations of the Partnership, including any applicable qualitative analysis comparing the Partnership's performance with prior periods, for such month;

(b) Within forty-five (45) days after the end of each quarter: (i) an unaudited consolidated balance sheet as of the end of such quarter and unaudited related income statement and statement of cash flows for such quarter including any footnotes thereto (if any) prepared in accordance with GAAP, consistently applied, together with a comparison of such statements to the Annual Budget for such periods; and (ii) a written report by the Partnership's management describing the results of operations of the Partnership, including any applicable qualitative analysis comparing the Partnership's performance with prior periods, for such quarter;

(c) Within one hundred twenty (120) days after the end of each Fiscal Year: (i) an audited consolidated balance sheet as of the end of such Fiscal Year and the related consolidated income statement, statement of Partners' equity and statement of cash flows for such Fiscal Year prepared in accordance with GAAP and a signed audit letter from the Partnership's auditors; and (ii) a copy of the reports from the Partnership's auditors pursuant to Statements of Auditing Standards 112 and 114 for such Fiscal Year;

(d) Promptly after the occurrence of any event that has, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, results of operations, condition, assets, liabilities, employees, prospects, financial condition or capitalization of the Partnership, notice of such event together with a summary describing the nature of the event and its impact on the Partnership; and

(e) Any other information that any Access Partner (in the case of the Lenders, by request made to the Class A-II Representative who shall deliver such request to the General Partner) may reasonably request.

7.3. Audits. So long as long as any Access Partner is a Partner and, together with its Affiliates, holds a Class A Sharing Percentage that is equal to or greater than ten percent (10%), such Access Partner shall have the right to conduct, or cause to be conducted, audits of the books and records of the Partnership and to consult with and advise management of the Partnership, upon reasonable notice at reasonable times from time to time, on all matters relating to the operation of the Partnership; provided that any individual Access Partner may only request one (1) such audit during any twelve (12) month period (provided that the Lenders shall be treated collectively as a single Access Partner and may only exercise all rights and communications related thereto by written notice from Lenders holding a majority in interest of the Class A-II Units to the Class A-II Representative who shall deliver such written notice to the General Partner). The expenses of such audits shall be borne by the requesting Access Partner. No other Partner in its capacity as a Partner will have the right to conduct, or cause to be conducted, an audit of the books and records of the Partnership.

7.4. Confidentiality.

(a) The contents and terms of this Agreement and the other information protected under this Section 7.4 are the product of, or were obtained by, the substantial work and expense of, and consist of trade secrets, and commercial or financial information the disclosure of which would cause substantial competitive harm to, the General Partner and its Affiliates. No Limited Partner shall disclose to any Person any information related to the General Partner, the Partnership, or any subsidiary of the Partnership, or any of their respective Affiliates, in each case, that is not publicly available (or that is publicly available as a result of a disclosure by such Limited Partner or any director, employee, officer, legal, financial or tax advisor of such Limited Partner in violation of this Section 7.4); provided, however, that nothing contained herein shall prevent any Limited Partner from furnishing (i) any required information to any governmental regulatory agency, self-regulating body or in connection with any judicial, governmental or other regulatory proceeding or as otherwise required by law (provided that any disclosure that is either (A) not to a governmental regulatory agency or (B) not on a confidential basis, shall require prior written notice thereof to the General Partner) or (ii) any information, so long as such disclosure is for a bona fide business purpose of such Limited Partner, to directors, officers, employees and legal, financial and tax advisors of such Limited Partner who are informed of the confidential nature of the information and who agree to be bound by the provisions of this Section 7.4, and each Limited Partner agrees to be bound hereby. Without limitation of the foregoing, each Limited Partner acknowledges that notices and reports to such Limited Partner hereunder may contain material non-public information concerning, among other things, the Partnership or any of its subsidiaries, and agrees not to use such information other than in connection with monitoring its investment in the Partnership and agrees, in that regard, not to trade in securities on the basis of any such information. Furthermore, the Partners hereby acknowledge that pursuant to Section 17-305(f) of the Act the rights of a Limited Partner to obtain information from the Partnership shall be limited to only those rights provided for in this Agreement, and that any other rights provided under Section 17-305(a) of the Act shall not be available to the Limited Partners or applicable to the Partnership.

(b) In order to preserve the confidentiality of certain information disseminated by the General Partner or the Partnership under this Agreement that a Limited Partner that is subject to FOIA or any Limited Partner that has one or more equity owners that are subject to FOIA (any such Limited Partner, a "***FOIA Limited Partner***") is entitled to receive pursuant to the provisions of this Agreement, including quarterly, annual and other reports (other than Schedule K-1s) and any information provided at meetings of the Limited Partners, the General Partner may (i) provide to such FOIA Limited Partner access to such information only on the Partnership's website in password protected, non-downloadable, non-printable format or (ii) unless prohibited by law, require such FOIA Limited Partner to return any copies of information provided to it by the General Partner or the Partnership (including any subsequent copies made by such Limited Partner).

(c) Each Limited Partner shall promptly notify the General Partner if at any time such Limited Partner is or becomes subject to Section 552(a) of Title 5 of the United States Code (commonly known as the "*Freedom of Information Act*") or any public disclosure law, rule or regulation of any governmental or non-governmental entity that could require similar or broader public disclosure of confidential information provided to such Limited Partner (collectively such laws, rules or regulations, "***FOIA***"). To the extent that any such Limited Partner receives a request for public disclosure of any confidential Partnership information provided to it, such Limited Partner agrees that: (i) it shall use its reasonable best efforts to (A) promptly notify the General Partner of such disclosure request and promptly provide the General Partner with a copy of such disclosure request or a detailed summary of the information being requested, (B) inform the General Partner of the timing for responding to such disclosure request, and (C) consult with the General Partner regarding the response to such disclosure request; (ii) it shall use commercially reasonable efforts to oppose and prevent the requested disclosure unless such Limited Partner is advised by counsel that there exists no reasonable basis on which to oppose such disclosure; and (iii) notwithstanding any other provision of this Agreement, the General Partner may, to the fullest extent permitted by law, in order to prevent any such potential disclosure that the General Partner determines in good faith is likely to occur, withhold all or any part of the information otherwise to be provided to such Limited Partner; provided, however, that the General Partner shall not withhold any such information if such Limited Partner confirms in writing to the General Partner, based upon advice of counsel, that compliance with the procedures in Section 7.4(b) is legally sufficient to prevent such potential disclosure.

(d) The obligations and undertakings of each Limited Partner under this Section 7.4 shall be continuing and shall survive termination of the Partnership and this Agreement. Any restriction or obligation imposed on a Limited Partner pursuant to this Section 7.4 may be waived by the General Partner in its discretion. Any such waiver or modification by the General Partner shall not constitute a breach of this Agreement or of any duty stated or implied in law or in equity to any Limited Partner, regardless of whether different agreements are reached with different Limited Partners.

(e) The parties hereto agree that irreparable damage would occur if the provisions of this Section 7.4 were breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Section 7.4 and to enforce specifically the terms and provisions hereof in any federal, state or foreign court having jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

(f) Notwithstanding the foregoing or Section 7.5, each Class A Limited Partner may provide information regarding the General Partner, the Partnership, their Subsidiaries, this Agreement, and the assets, operations and financial information and business plans regarding the General Partner, the Partnership and their Subsidiaries to (i) their respective legal, financial and accounting advisors, (ii) their respective members, partners, managers, and officers and the members, partners, managers, and officers of their Affiliates who control them and (iii) potential purchasers or participants, directly or indirectly thru such Person or an Affiliate of such Person, of Units, provided any such potential purchaser or participant executes a confidentiality agreement with the General Partner in form and substance reasonably satisfactory to the directors of the General Partner that are appointed by the members of the General Partner other than the Partner requesting to share such information (which consent shall not be unreasonably withheld, conditioned or delayed).

7.5. Press Releases. Neither the Partnership, any Partner or its Affiliates, shall issue, or authorize to be issued, any press release, interview, article or other media release (including an internet posting, web blog or other electronic publication) that makes reference to this Agreement or the transactions contemplated herein or any Partner, in each case without the consent of each Partner; provided, however, that any Partner or its Affiliates shall be permitted, in any tombstone or similar document and in any media format, to reference the General Partner and the Partnership and their Subsidiaries and provide a general description of the nature of the transaction.

7.6. Reimbursement of Expenses. The Partnership shall reimburse any Director appointed by a Designating Party for his or her reasonable and documented out-of-pocket expenses incurred in the performance of his or her duties as a Director.

ARTICLE VIII

TAXES

8.1. Tax Returns. The General Partner will cause to be prepared and filed all necessary U.S. federal, state and local income tax returns for the Partnership and the General Partner will select a nationally recognized accounting firm to prepare the Partnership's federal and state income tax returns. Each Partner will furnish to the General Partner all pertinent information in its possession relating to Partnership operations that is necessary to enable the Partnership's income tax returns to be prepared and filed. The Partnership shall furnish to each Partner an estimated IRS Form K-1 and any similar state or local tax forms with respect to such Partner no later than the March 1 (or if the "remedial allocation method" is elected pursuant to Section 5.3(c)(ii) as soon as such forms are reasonably available) following each Tax Year and a final IRS Form K-1 and state and local tax forms with respect to such Partner no later than the March 15th (or if the "remedial allocation method" is elected pursuant to Section 5.3(c)(ii) as soon as such forms are reasonably available) following each Tax Year. The Partnership will furnish to each Class A Limited Partner copies of all returns that are actually filed, promptly after their filing. All costs associated with the General Partner's obligations under this Section 8.1 shall be borne by the Partnership.

8.2. Tax Elections.

(a) Elections by Partnership. Unless otherwise required by applicable law, the Partnership will make the following elections in the appropriate manner:

(i) to adopt the Tax Year of the Partnership set forth in Section 2.6;

(ii) to adopt the accrual method of accounting; and

(iii) to elect to amortize the start-up expenses of the Partnership under Code Section 195 ratably over a period of 180 months as permitted by Code Section 709(b).

(b) Elections by Partners. If any Partner makes any tax election that requires the Partnership to furnish information to such Partner to enable such Partner to compute its own tax liability, or requires the Partnership to file any tax return or report with any tax authority, in either case that would not be required in the absence of such election made by such Partner, the General Partner may, as a condition to furnishing such information or filing of such return or report, require such Partner to pay to the Partnership any incremental expenses incurred in connection therewith.

8.3. Tax Characterization of the Partnership. It is the intent of the Partners that the Partnership be treated as a partnership for U.S. federal income tax purposes and, to the extent permitted by applicable law, for state and local franchise and income tax purposes. Except in connection with a conversion of the Partnership as part of a Liquidity Event as contemplated by Section 3.11, neither the Partnership nor any Partner may make an election for the Partnership to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state or local law or to be treated as a corporation, and no provision of this Agreement will be construed to sanction or approve such an election.

8.4. Tax Matters Representative. Subject to the following sentence, the General Partner is hereby designated as the tax matters partner, partnership representative or any similar role, as applicable, within the meaning of the Code and applicable state, local or non-U.S. tax law ("***Tax Matters Representative***"). Expenses incurred by the General Partner as the Tax Matters Representative or in a similar capacity as set forth in this Section 8.4 shall be borne by the Partnership. Such expenses shall include fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs. Any decisions made by the Tax Matters Representative, including whether or not to settle or contest any tax matter, whether or not to extend the period of limitations for the assessment or collection of any tax and the choice of forum for such contest, shall be made in the Tax Matters Representative's discretion, subject to the proviso contained in the second sentence of this Section 8.4. Notwithstanding anything to the contrary in this Section 8.4, (a) the Tax Matters Representative shall not bind any Partner to a settlement agreement without the written consent of such Partner or enter into any extension of the period of limitations for making assessments with respect to the Partnership or any Partner without the prior consent of the Partners that would be bound by such extension and (b) each Class A Limited Partner shall be designated a notice partner under Code Section 6231 and shall have the rights of a notice partner granted pursuant to Code Section 6221 through 6223, or, for Tax Years for which the concept of a notice partner does not apply, the Tax Matters Representative shall keep each Class A Limited Partner reasonably informed of the conduct of any audit, including providing copies of all written correspondence, and shall consider in good faith any suggestions from such Class A Limited Partners, provided that, in the case of this clause (b), any rights of, or communications to, any holder of Class A-II Units shall only be exercised by written notice to, or required to be delivered to, as applicable, the Class A-II Representative who shall deliver any such written notice or communication to the holders of the Class A-II Units or the General Partner, as applicable.

8.5. Tax Information. Each Partner shall provide the Partnership with any information related to such Partner necessary to (a) allow the Partnership to comply with any tax reporting, tax withholding or tax payment obligations of the Partnership and (b) establish the Partnership's legal entitlement to an exemption from, or reduction of, withholding tax, including U.S. federal withholding tax under Code Sections 1471 and 1472. The Partnership shall take commercially reasonable efforts to enable any Partner to claim an exclusion under Code Section 108(c) (including providing any consent requested of the Partnership or requesting any consent required to be requested under Treasury Regulations Section 1.1017-1(g)) for any cancellation of indebtedness income realized in connection with such Partner's interest in the Partnership (including income realized on or prior to the Effective Date), and shall timely provide such Partners with information reasonably requested by such Partners in connection with claiming such exclusion.

ARTICLE IX

BOOKS, RECORDS, AND BANK ACCOUNTS

9.1. Maintenance of Books and Records. The books of account for the Partnership and other records of the Partnership will be located at the principal office of the Partnership or such other place as the General Partner may deem appropriate, and will be maintained on an accrual basis in accordance with the terms of this Agreement, except that the Capital Accounts of the Partners will be maintained in accordance with Section 4.4.

9.2. Bank Accounts. The General Partner will cause the Partnership to establish and maintain one or more separate bank or investment accounts for Partnership funds in the Partnership name with such financial institutions and firms as the General Partner may select and with such signatories thereon as the General Partner may designate.

ARTICLE X

DISSOLUTION, LIQUIDATION, TERMINATION AND CONVERSION

10.1. Dissolution. The Partnership will dissolve and its affairs will be wound up upon the first to occur of either of the following (each, a "***Liquidation Event***"):

(a) the approval of such dissolution by the General Partner in accordance with Section 7.11(b) of the GP Agreement; or

(b) the occurrence of any other event causing dissolution of the Partnership under the Act;

provided, however, that, upon dissolution pursuant to clause (b) of this Section 10.1, any or all of the remaining Partners may elect to continue the business of the Partnership within ninety (90) days of the occurrence of the event causing such dissolution. The death, resignation, withdrawal, Bankruptcy, insolvency or expulsion of any Partner will not dissolve the Partnership.

10.2. Liquidation and Termination. On dissolution of the Partnership, the General Partner may appoint one or more Persons as liquidator(s). The liquidator will proceed diligently to wind up the affairs of the Partnership and make final distributions as provided herein. The costs of liquidation will be borne as a Partnership expense. Until final distribution, the liquidator will continue to operate the Partnership properties with all of the power and authority of the Partners. The steps to be accomplished by the liquidator are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidator will cause a proper accounting to be made by a recognized firm of certified public accountants of the Partnership's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidator will pay from Partnership funds all of the debts and liabilities of the Partnership (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision therefor (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and

(c) the Partnership will dispose of all remaining assets as follows:

(i) the liquidator may sell any or all Partnership property, and any resulting gain or loss from each sale will be computed and allocated to the Partners pursuant to Section 5.3;

(ii) with respect to all Partnership property that has not been sold, the Fair Market Value of that property will be determined and the Capital Accounts of the Partners will be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in that property that has not been reflected in the Capital Accounts previously would be allocated among the Partners if there were a taxable Transfer of that property for the Fair Market Value of that property on the date of distribution;

(iii) thereafter, Partnership property will be distributed among the Partners in accordance with Section 5.1. All distributions made pursuant to this Section 10.2(c)(iii) will be made by the end of such taxable year (or, if later, within ninety (90) days after the date of such liquidation).

(d) All distributions in kind to the Partners will be made subject to the liability of each distributee for its allocable share of costs, expenses and liabilities theretofore incurred or for which the Partnership has committed prior to the date of termination and those costs, expenses and liabilities will be allocated to the distributee pursuant to this Section 10.2.

10.3. Cancellation of Filing. On completion of the distribution of Partnership assets as provided herein, the Partnership will be terminated, and the General Partner (or such other Person or Persons as may be required) will cause the cancellation of any other filings made as provided in Section 2.7 and will take such other actions as may be necessary to terminate the Partnership.

ARTICLE XI

GENERAL PROVISIONS

11.1. Offset. Whenever the Partnership is to pay any sum to any Partner, any amounts such Partner owes the Partnership may be deducted from that sum before payment.

11.2. Notices. All notices, requests or consents provided for or permitted to be given under this Agreement will be in writing (except as otherwise provided in Section 11.14) and will be given (a) by depositing such writing in the United States mail, addressed to the recipient, postage paid and certified with return receipt requested, (b) by depositing such writing with a reputable overnight courier for next day delivery, (c) by delivering such writing to the recipient in person, by courier or (d) by facsimile transmission. A notice, request or consent given under this Agreement will be effective on receipt by the Person to receive it. All notices, requests and consents to be sent to a Partner will be sent to or made at the addresses given for that Partner on the list attached hereto as Exhibit A or such other address as that Partner may specify by notice to the other Partners. Any notice, request or consent to the Partnership also will be given to each Partner. Notwithstanding the foregoing, any notices, requests or consents provided for or permitted to be given (i) to any holder of Class A-II Units under this Agreement or (ii) by any holder of Class A-II Units to any party pursuant to this Agreement shall be given to the Class A-II Representative who shall deliver such notices, requests or consents to the intended recipient within five (5) Business Days of receipt thereof.

11.3. Entire Agreement; Supersedure. This Agreement, together with its Exhibits and the agreements entered into in connection herewith (including the Restructuring Documents), constitutes the entire agreement of the Partners relating to the Partnership and supersedes all prior contracts or agreements with respect to the Partnership, whether oral or written. Notwithstanding any other provision of this Agreement, the Partnership may enter into agreements or other writings with any Partner in respect of the Units of such Partner, and the rights of the Partnership and obligations of such Partner set forth in any such agreement or writing may establish rights in favor of the Partnership or limit the rights of such Partner notwithstanding any other provision of this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Partners and their respective successors, personal representatives and permitted assigns, any rights or remedies under or by reason of this Agreement.

11.4. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Partnership will not constitute a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Partnership. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Partnership, irrespective of how long such failure continues, will not constitute a waiver by that Person of its rights with respect to that default until the applicable limitations period has expired.

11.5. Amendment or Modification. Subject to Section 6.2(a)(x) and except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument that is adopted by the General Partner; provided, however, that in no event shall this Agreement be amended, supplemented, or otherwise modified (a) to require any Partner to make a Capital Contribution to the Partnership without that Partner's prior written consent, (b) in a manner that would adversely affect any Partner's rights under Article III, Sections 4.1(d), 4.2, 4.4, 5.1, 5.2, 5.3, 6.2, 6.5, 6.7, 10.1, 10.2(c)(ii), 10.2(c)(iii), 11.7, 11.8, 11.9, 11.16 or this Section 11.5, without such Partner's prior written consent or (c) in any manner not previously described in subclauses (a) or (b) that would adversely affect any Partner's rights under this Agreement in a disproportionate or discriminatory manner (as compared to any other Partner), without such Partner's prior written consent. Notwithstanding anything herein to the contrary, (i) no Partner approval is required for any amendment made by the General Partner to Exhibit A in accordance with Section 3.1, (ii) no amendment, waiver or consent shall, unless in writing and signed by the Class A-II Representative, affect the rights or duties of the Class A-II Representative under this Agreement (including Exhibit F), (iii) Section 11.16 and Exhibit F may be amended, supplemented or otherwise modified in any manner that does not materially adversely affect the rights of the holders of the Class A-II Units (unless approved unanimously by the Board) from time to time by a written instrument executed only by the General Partner and the Class A-II Representative and (iv) the fee letter referred to in Section 7.1 of Exhibit F may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

11.6. Binding Effect. Subject to the restrictions on Transfer set forth in this Agreement, this Agreement will be binding on and inure to the benefit of the Partners and their respective heirs, legal representatives, trustees, successors, and assigns.

11.7. Governing Law; Severability. This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle (whether under the laws of Delaware or any other jurisdiction) that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or its application to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby, and such provision will be enforced to the greatest extent permitted by law.

11.8. Consent to Jurisdiction; Waiver of Jury Trial. THE PARTNERSHIP AND THE PARTIES HERETO VOLUNTARILY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA IN DALLAS COUNTY, TEXAS, OVER ANY DISPUTE BETWEEN OR AMONG THE PARTIES OR THE PARTNERSHIP AND THE PARTIES ARISING OUT OF THIS AGREEMENT, IN EACH CASE OTHER THAN A DISPUTE SUBJECT TO SECTION 11.9, AND THE PARTNERSHIP AND EACH PARTY IRREVOCABLY AGREES THAT ALL SUCH CLAIMS IN RESPECT OF SUCH DISPUTE SHALL BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTNERSHIP AND THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. THE PARTNERSHIP AND EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

11.9. Dispute Resolution.

(a) Any dispute, controversy or claim, of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to the Partnership, its business or to this Agreement or the obligations of the parties hereunder, including without limitation, any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination or enforceability of this Agreement (in each case, a "***Dispute***"), other than disputes as to any determination of Fair Market Value (which shall be resolved exclusively as provided in Section 3.13) or fair market value of Units under Section 3.10 (which shall be resolved exclusively as provided in Section 3.10(b)) shall be resolved solely and exclusively in accordance with the procedures specified in this Section 11.9. The parties shall attempt in good faith to settle any Dispute by mutual discussions within thirty (30) days after the date that one party gives notice to the other parties of such a Dispute. If the Dispute is not resolved within such thirty (30) day period, any party may refer the Dispute to arbitration and the Dispute shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect (the "***Rules***"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in Dallas, Texas, and presided over by three arbitrators. The party giving notice of the Dispute shall appoint one arbitrator, and the other parties to the Dispute shall appoint one arbitrator. The two appointed arbitrators shall together appoint a third arbitrator. If the appointed arbitrators fail to appoint the third arbitrator within thirty (30) days after their appointment, then the third arbitrator shall be selected in accordance with the Rules. The parties to such Dispute and the Partnership shall execute such engagement and indemnity agreements as the arbitrators shall require. Notwithstanding this agreement to arbitrate Disputes, any party to a Dispute may apply to a court sitting on Dallas, Texas, for temporary restraining orders, temporary injunctive relief or other interim measures pending arbitration. No court other than a court sitting in Dallas, Texas, shall have authority or jurisdiction to enter temporary restraining orders, temporary injunctive relief or other interim orders pending arbitration, and no party to a Dispute shall make any application for interim orders to any court other than a court sitting in Dallas, Texas. The arbitrators shall award costs, attorneys' fees and expert witness fees to the prevailing party or parties. The arbitrators may not award indirect, consequential, special or punitive damages, and recovery of any such damages in any Dispute is hereby waived. The award rendered by the arbitrators shall be final and binding, subject only to grounds and procedures for vacating or modifying the award under the Federal Arbitration Act, 9 U.S.C. §§ 1 et. seq.

(b) To the extent that any party hereto (including assignees of any party's rights or obligations under this Agreement) may be entitled, in any jurisdiction, to claim for itself or its revenues, assets or properties, immunity from service of process, from suit, from the jurisdiction of any court, from an interlocutory order or injunction or the enforcement of the same against its property in such court, from attachment prior to judgment, from attachment in aid of execution of an arbitral award or judgment (interlocutory or final), or from any other legal process, and to the extent that, in any such jurisdiction there may be attributed such immunity (whether claimed or not), each party hereto hereby irrevocably agrees not to claim, and hereby irrevocably waives, such immunity.

(c) This agreement to arbitrate shall be binding upon the successors, assignees and any trustee or receiver of any party.

11.10. Further Assurances. In connection with this Agreement and the transactions contemplated thereby, each Partner will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions.

11.11. Waiver of Certain Rights. To the maximum extent permitted by applicable law, each Partner irrevocably waives any right it might have to maintain any action for dissolution of the Partnership, or to maintain any action for partition of the property of the Partnership.

11.12. Title to Partnership Property. All assets shall be deemed to be owned by the Partnership as an entity, and no Partner, individually, shall have any ownership of such property.

11.13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts will be construed together and constitute the same instrument.

11.14. Electronic Transmissions. Each of the parties hereto agrees that (a) any consent or signed document transmitted by electronic transmission shall be treated in all manner and respects as an original written document, (b) any such consent or document shall be considered to have the same binding and legal effect as an original document and (c) at the request of any party hereto, any such consent or document shall be re-delivered or re-executed, as appropriate, by the relevant party or parties in its original form. Each of the parties further agrees that they will not raise the transmission of a consent or document by electronic transmission as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

11.15. Aggregation of Interests. For the purposes of determining any rights, benefits or entitlements under this Agreement that are based, in whole or in part, on ownership of Units, a Partner shall be entitled to aggregate all Interests owned by such Partner and its Affiliates in determining the aggregate ownership of Units hereunder.

11.16. Class A-II Representative.

(a) Upon execution and delivery by the Class A-II Representative of an Appointment Agreement among the Partnership, the General Partner and the Class A-II Representative together with a Joinder to this Agreement (collectively, the "***Appointment Agreement and Joinder***") , the General Partner shall be deemed to have appointed the Class A-II Representative to act in such capacity and the Class A-II Representative shall be deemed to have accepted such appointment. Each holder of a Class A-II Unit hereby agrees that the Class A-II Representative may (and is authorized to) take certain actions under Sections 3.5(b), 3.7(f), 3.8(d), 4.1(d)(v), 5.1, 5.2, 7.2, 7.3, 8.4 and 11.2 of this Agreement and Exhibit F attached hereto and the Appointment Agreement and Joinder on behalf of the General Partner and may exercise all rights provided to the Class A-II Representative herein and therein.

(b) The Partners shall be entitled to deal exclusively with the Class A-II Representative with respect to all matters arising under Sections 3.5(b), 3.7(f), 3.8(d), 4.1(d)(v), 5.1, 5.2, 7.2, 7.3, 8.4 and 11.2 of this Agreement and Exhibit F attached hereto as expressly authorized to be within the purview of the Class A-II Representative, including the delivery of notices and the notification with regard to the exercise or waiver of certain rights and obligations of the holders of Class A-II Units. The Partners shall be entitled to rely upon, and shall be fully protected in relying upon, the power and authority of the Class A-II Representative with respect to such matters without independent investigation. The General Partner shall make available (or cause to be made available) to the Class A-II Representative, upon request, the identity, holdings and notice information of each Class A-II Unit holder.

(c) In the event any amounts required to be paid to any Class A-II Representative Indemnitee pursuant to Section 7.2 of Exhibit F in connection with, as a result of or arising out of any claim, demand, proceeding or litigation asserted by any Asserting Party against any Class A-II Representative Indemnitee are owed by the Partnership, such amounts shall be paid by the Asserting Party or (if not paid by the Asserting Party) paid by the Partnership and immediately reimbursed by the Asserting Party and otherwise subject to the provisions of Section 5.1(g) of the Agreement.

[*Signature Pages Follow*]

Exhibit 99.3

Executive Copy

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOUTHCROSS HOLDINGS GP LLC

A Delaware Limited Liability Company

Dated as of

April 13, 2016

THE UNITS REPRESENTED BY THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOUTHCROSS HOLDINGS GP LLC

This THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "***Agreement***"), dated as of April 13, 2016 (the "***Effective Date***"), of Southcross Holdings GP LLC (the "***Company***"), is adopted, executed and agreed to by EIG BBTS Holdings, LLC, a Delaware limited liability company ("***EIG***"), TW Southcross Aggregator LP, a Delaware limited partnership ("***Tailwater***"), and the Lenders.

R E C I T A L S:

WHEREAS, the Company has been formed as a Delaware limited liability company by the filing of a Certificate of Formation that was accepted for filing by the Delaware Secretary of State on June 9, 2014 and is the sole general partner of the Partnership (as defined below);

WHEREAS, BBTS Borrower LP, a Delaware limited partnership ("***BBTS***") entered into the Limited Liability Company Agreement of the Company (the "***Original Agreement***") as of June 9, 2014;

WHEREAS, the Original Agreement was amended and restated as of August 4, 2014 (such amended and restated Limited Liability Company Agreement, the "***First Amended and Restated Limited Liability Company Agreement***"), and the First Amended and Restated Limited Liability Company Agreement was subsequently amended and restated as of November 21, 2014 (such second amended and restated Limited Liability Company Agreement, as amended by Amendment No. 1, dated January 19, 2016, the "***Second Amended and Restated Limited Liability Company Agreement***"); and

WHEREAS, in connection with the consummation of the transactions contemplated by the RSA, the Members desire to amend and restate the Second Amended and Restated Limited Liability Company Agreement in the manner set forth herein.

NOW THEREFORE, for and in consideration of the premises, the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) As used in this Agreement, the following terms have the respective meanings set forth below or set forth in the Sections referred to below:

"***Act***" means the Delaware Limited Liability Company Act (Delaware General Corporations Code Sections 18-101, et seq.), as it may be amended from time to time, and any corresponding provisions of succeeding law. All references to provisions of the Act shall be deemed to refer, if applicable, to their successor statutory provisions to the extent appropriate in light of the context herein in which such references are used.

"***Adjusted Capital Account Deficit***" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided, however, that with respect to any Member, the term "Affiliate" shall not include the Company, the Partnership, SXE or any of their respective Subsidiaries.

"***Agreement***" has the meaning given such term in the introductory paragraph, as it may be further amended, modified, supplemented or restated from time to time, or any successor agreement.

"***Allocation Period***" means (a) the period commencing on the Effective Date and ending on the last day of the Company's tax year, (b) any subsequent period commencing on the first day of the Company's tax year and ending on the last day of the Company's tax year, or (c) any portion of any period described in clause (a) or (b) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to Section 6.3.

"***Applicable Law***" means (i) any United States federal, state or local law, statute or ordinance or any rule, regulation, order, writ, injunction, judgment, decree or permit of any Governmental Authority and (ii) any rule or listing requirement of any applicable national stock exchange or listing requirement of any National Securities Exchange or Commission-recognized trading market on which securities issued by SXE, SXE GP or the Partnership (or any successor to any of the foregoing) are listed or quoted.

"***Assignee***" means any Person that acquires a Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company or any portion thereof through a Disposition; provided, however, that an Assignee shall have no right to be admitted to the Company as a Member except in accordance with Article IV. The Assignee of a dissolved Member is the shareholder, partner, member or other equity owner or owners of the dissolved Member to whom such Member's Membership Interest is assigned by the Person conducting the liquidation or winding up of such Member.

"***Bankruptcy***" means, with respect to any Person, that (i) such Person (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition; (C) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (D) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Applicable Law; (E) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (A) through (D) of this clause (i); or (E) seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties; or (ii) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Applicable Law has been commenced against such Person and one hundred (120) Days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and ninety (90) Days have expired without the appointment's having been vacated or stayed, or ninety (90) Days have expired after the date of expiration of a stay, if the appointment has not previously been vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in the Act.

"***Board***" has the meaning given such term in Section 7.1(c).

"***BBTS***" has the meaning set forth in the recitals.

"***Business Day***" means any day other than a Saturday, Sunday or legal holiday on which banks in New York City, New York or Dallas, Texas, are authorized or obligated by law to close.

"***Capital Account***" means, with respect to any Member, the capital account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and any items in the nature of income or gain that are specially allocated pursuant to Section 6.3(d), and the amount of any Company liabilities assumed by such Member or that are secured by any property (other than money) distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property (other than money) distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and any items in the nature of expenses or losses that are specially allocated pursuant to Section 6.3(d), and the amount of any liabilities of such Member assumed by the Company or that are secured by any property (other than money) contributed by such Member to the Company.

(iii) If all or a portion of a Membership Interest is Disposed of accordance with the terms of this Agreement, the Assignee shall succeed to the Capital Account of the transferor to the extent it relates to the Membership Interest so Disposed of.

(iv) In determining the amount of any liability for purposes of the foregoing subparagraphs (i) and (ii) of this definition of "Capital Account," Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations shall be taken into account.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

"***Capital Contribution***" means, with respect to any Member, the amount of money and the Gross Asset Value of any tangible or intangible property (other than money) contributed to the capital of the Company by such Member. Any reference in this Agreement to the Capital Contribution of a Member shall include any Capital Contribution of its predecessors in interest.

"***Certificate***" means a certificate, in such form as may be adopted by the Board, issued by the Company evidencing ownership of one or more Units.

"***Claim***" means any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, Governmental investigations or audits, losses, assessments, fines, penalties, administrative orders, obligations, costs, expenses, liabilities and damages (whether actual, consequential or punitive), including interest, penalties, reasonable attorneys' fees, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

"***Class A-II Representative***" has the meaning given such term in the Partnership Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

"***Commission***" means the United States Securities and Exchange Commission.

"***Company***" has the meaning given such term in the introductory paragraph.

"***Company Minimum Gain***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)(1) for the phrase "partnership minimum gain."

"***Control***", "***Controlling***" and "***Controlled***" means, as to any specified Person, the beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the voting power of the outstanding Voting Interests of such Person, or the power, authority, by contact or otherwise, to direct the management, activities or policies of such Person.

"***Controlling Entities***" means the Members and their respective Affiliates (other than the Company, the Partnership Group, SXE GP and the SXE Group).

"***Day***" or "***day***" means a calendar day; provided, however, that, if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the next succeeding Business Day.

"***Deficit Capital Account***" has the meaning given such term in Section 12.3.

"***Depletable Property***" means each separate oil and gas property as defined in Section 614 of the Code owned by the Partnership as a result of a Capital Contribution, acquisition or otherwise.

"***Depreciation***" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction (other than Simulated Depletion) allowable for U.S. federal income tax purposes with respect to an asset for such year or other period, except that (i) with respect to any property the Gross Asset Value of which differs from its adjusted tax basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial method" pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such year or other period will be the amount of book basis recovered for such Allocation Period or other period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2) and (ii) with respect to any other property the Gross Asset Value of which differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such year or other period, Depreciation for such year or other period will be an amount that bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if the U.S. federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation will be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company.

"***Designating Party***" means (i) EIG (or any Assignee of EIG to which it assigns its rights to designate Directors as permitted under Section 7.2(c)), so long as EIG or such Assignee (in each case, together with its Affiliates and Permitted Transferees) has a Sharing Ratio of at least 10% and has the right to designate a Director pursuant to Section 7.2(b); (ii) Tailwater (or any Assignee of Tailwater to which it assigns its rights to designate Directors as permitted under Section 7.2(c)), so long as Tailwater or such Assignee (in each case, together with its Affiliates and Permitted Transferees) has a Sharing Ratio of at least 10% and has the right to designate a Director pursuant to Section 7.2(b); and (iii) the Lenders, in the aggregate, until such time as EIG, Tailwater and their respective Assignees (in each case together with their respective Affiliates) collectively own at least 90% of the outstanding Class A Units of the Partnership (excluding any Class A Units of the Partnership issued to persons other than the Members as of the Effective Date).

"***Director***" or "***Directors***" means a member or members of the Board.

"***Dispose***" or "***Disposition***" means with respect to any asset (including a Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Applicable Law.

"***Dispute***" has the meaning set forth in Section 13.9(a).

"***Dissolution Event***" has the meaning given such term in Section 12.1(a).

"***Effective Date***" has the meaning set forth in the introductory paragraph.

"***EIG***" has the meaning set forth in the introductory paragraph and includes any successor to EIG and any transferee of all but not less than all of EIG's Partnership Interests.

"***EIG Group***" means EIG Energy Fund XIV, L.P., EIG Energy Fund XIV-A, L.P., EIG Energy Fund XIV-B, L.P., EIG Energy Fund XIV (Cayman), L.P., EIG Energy XIV Blocker (BBTS), LLC, EIG Energy Fund XV, L.P., EIG Energy Fund XV-A, L.P., EIG Energy Fund XV-B, L.P., EIG Energy Fund XV (Cayman), L.P., EIG Energy XV (BBTS) Blocker, L.P., and their respective Affiliates and any investment fund or separate account managed by any of the foregoing.

"***Equity Securities***" means all forms of equity securities in the Company (including Units) or the Partnership, as applicable, all securities convertible into or exchangeable for equity securities in the Company or the Partnership, as applicable, and all options, warrants, and other rights to purchase or otherwise acquire equity securities, or securities convertible into or exchangeable for equity securities, from the Company or the Partnership, as applicable.

"***Equivalent Securities***" has the meaning given such term in the Partnership Agreement.

"***First Amended and Restated Limited Liability Company Agreement***" has the meaning set forth in the recitals.

"***GAAP***" means generally accepted accounting principles as applied in the United States.

"***Governmental Authority***" or "***Governmental***" means any federal, state or local court or governmental or regulatory agency or authority or any arbitration board, tribunal or mediator having jurisdiction over the Company or its assets or Members.

"***Gross Asset Value***" means, with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except as follows:

(b) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of said asset, as determined by the contributing Member and the Board, in a manner that is consistent with Section 7701(g) of the Code and this Agreement;

(c) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, in a manner that is consistent with Section 7701(g) of the Code and this Agreement, as of the following times:

(i) the acquisition of an additional Membership Interest by any new or existing Member in exchange for more than a de minimis Capital Contribution or as consideration for the performance of services on behalf of the Company;

(ii) the distribution by the Company to a Member of more than a de minimis amount of property other than money as consideration for an Membership Interest;

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) and

(iv) at such other times as the Company may reasonably determine to be necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(d) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value (taking Section 7701(g) of the Code into account) of such asset on the date of distribution; and

(e) The Gross Asset Values of any Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and the definition of Capital Account; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the Tax Matters Member determines that an adjustment pursuant to the foregoing subparagraph (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to the foregoing subparagraphs (i), (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses and for purposes of computing Simulated Depletion and other items allocated pursuant to Article VI.

"***Indemnitee***" means (i) any Person who is or was an Affiliate of the Company (other than any Person in the SXE Group), (ii) any Person who is or was a member, manager, partner, officer, director, employee, agent, fiduciary or trustee of the Company or any Affiliate of the Company (other than any Person in the SXE Group), (iii) any Person who is or was serving at the request of the Company or any Affiliate of the Company (other than any Person in the SXE Group) as an member, manager, partner, officer, director, employee, agent, fiduciary or trustee of another Person; provided, however, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services and (iv) any Person the Company designates as an "Indemnitee" for purposes of this Agreement.

"***Independent Director***" means a director satisfying the rules and regulations of the New York Stock Exchange or any National Securities Exchange on which any securities of SXE are listed from time to time and of the Commission, as amended from time to time, pertaining to qualification for service on an audit committee.

"***Lender***" means each person holding Membership Interests, other than EIG or Tailwater, listed on Exhibit A and any transferees thereof.

"***Lender Majority***" means Lenders holding a majority of the Sharing Ratios held by all Lenders (other than with respect to any Units acquired by any Person pursuant to Section 3.7 of the Partnership Agreement, which shall be disregarded for purposes of determining any Lender's Sharing Ratio and the calculation of any Lender Majority).

"***Liquidity Event***" means a (i) Qualified IPO and (ii) any other event wherein cash or cash equivalent proceeds to the Members (and any Assignees) on account of their respective Sharing Ratios in the Company and the Partnership are generated outside the ordinary operation of the Partnership Group in conjunction with a Disposition of equity of the Company and/or the Partnership Group (by merger, consolidation or otherwise) or all or any material portion of the assets of the Company and the Partnership Group, other than a Drag-Along Sale or a Tag-Along Sale (each as defined in the Partnership Agreement).

"***Liquidity Event Notice***" has the meaning given such term in Section 7.13(a).

"***Member***" means any Person executing this Agreement as of the date of this Agreement as a member of the Company or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company.

"***Member Minimum Gain***" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"***Member Nonrecourse Debt***" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(4) for the phrase "partner nonrecourse debt."

"***Member Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Section 1.704-2(i) for the phrase "partner nonrecourse deductions."

"***Membership Interest***" means, with respect to any Member, (i) that Member's status as a Member; (ii) that Member's share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (iii) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member's rights to vote, consent and approve and otherwise to participate in the management of the Company; and (iv) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member.

"***MLP PIK Notes***" means those certain Senior Unsecured PIK Notes, dated as of January 7, 2016, issued by members of the SXE Group to each of EIG and Tailwater in the original aggregate principal amount of $14,000,000.

"***National Securities Exchange***" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time (or any successor to such section).

"***Nonrecourse Deductions***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"***Notices***" has the meaning given such term in Section 13.2.

"***Original Agreement***" has the meaning given such term in the recitals.

"***Other Business***" has the meaning given such term in Section 3.10.

"***Parent***" means, with respect to any Person, any other Person that Controls such first Person.

"***Partnership***" means Southcross Holdings LP, a Delaware limited partnership.

"***Partnership Agreement***" means the Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the Effective Date, as it may be further amended, modified, supplemented or restated from time to time, or any successor agreement.

"***Partnership Group***" means the Partnership and its Subsidiaries.

"***Partnership Interests***" means an Interest as defined in the Partnership Agreement.

"***Partnership Units***" means a Unit as defined in the Partnership Agreement.

"***Permitted Transferee***" means (i) as to EIG, any Affiliate of EIG controlled by any member of the EIG Group, (ii) as to Tailwater, any Affiliate of Tailwater controlled by any member of the Tailwater Group and (iii) as to any other Member, any Person controlled by the Parent of such Member.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government, government agency or political subdivision thereof or other entity.

"***Profits***" and "***Losses***" means, for each Allocation Period or other period, an amount equal to the Company's taxable income or loss for such Allocation Period or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses will increase the amount of such income and/or decrease the amount of such loss;

(ii) any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as a Code Section 705(a)(2)(B) expenditure pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses will decrease the amount of such income and/or increase the amount of such loss;

(iii) gain or loss resulting from any disposition of any Company assets (other than Depletable Property) where such gain or loss is recognized for U.S. federal income tax purposes will be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(iv) gain or loss resulting from any disposition of a Depletable Property shall be treated as being equal to the corresponding Simulated Gain or Simulated Loss, as applicable;

(v) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such income or loss, Depreciation will be taken into account for such Allocation Period or other period;

(vi) to the extent an adjustment to the adjusted tax basis of any Company assets pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest, the amount of such adjustment will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and will be taken into account for the purposes of computing Profits and Losses;

(vii) if the Gross Asset Value of any Company asset is adjusted in accordance with subparagraph (ii) or subparagraph (iii) of the definition of "Gross Asset Value" above, the amount of such adjustment will be taken into account in the Allocation Period of such adjustment as gain or loss from the disposition of such asset for purposes of computing Profits or Losses; and

(viii) notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 6.3(d) will not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 6.3(b) will be determined by applying rules analogous to those set forth in this definition of Profits and Losses.

"***Public Offering***" means the sale in a firm underwritten public offering registered under the Securities Act of any class of Equity Securities of the Partnership (or any successor thereto).

"***Qualified IPO***" means any transaction that results in at least $75 million of Equity Securities of the Partnership or any successor thereto being publicly traded pursuant to an underwritten public offering of securities.

"***Registration Rights Agreement***" means a registration rights agreement, in a form reasonably acceptable to the Member entering into such agreement, relating to the registration of Equity Securities of the applicable issuer held by such Member.

"***RSA***" means that certain Restructuring Support and Lock-Up Agreement, dated March 21, 2016, by and among the Partnership and the other parties signatory thereto.

"***Rules***" has the meaning set forth in Section 13.9(a).

"***Second Amended and Restated Limited Liability Company Agreement***" has the meaning set forth in the recitals.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Sharing Ratio***" means, subject in each case to adjustments in accordance with this Agreement or in connection with Dispositions of Membership Interests, (i) in the case of a Member executing this Agreement as of the Effective Date or a Person acquiring such Member's Membership Interest, the percentage specified for that Member as its Sharing Ratio on Exhibit A, and (ii) in the case of Membership Interests issued pursuant to Section 3.1, the Sharing Ratio established pursuant thereto; provided, however, that the total of all Sharing Ratios shall always equal 100%.

"***Simulated Basis***" shall mean the book value of any Depletable Property. The Simulated Basis of each Depletable Property shall be allocated to each Member in accordance with Member's Sharing Ratio as of the time such Depletable Property is contributed to or acquired by the Company (and any additions to such Simulated Basis resulting from expenditures required to be capitalized in such Simulated Basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such Simulated Basis to be in accordance with their Sharing Ratio as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Sharing Ratios as determined immediately following the occurrence of an event giving rise to an adjustment to the book values of the Company's Depletable Properties pursuant to clause (ii) of the definition of Gross Asset Value.

"*Simulated Depletion*" shall mean, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2). For purposes of computing Simulated Depletion with respect to any Depletable Property, the Simulated Basis of such property shall be deemed to be the book value of such property, and in no event shall such allowance, in the aggregate, exceed such Simulated Basis. For purposes of computing Simulated Depletion, the Company will apply on a property by property basis the simulated percentage depletion method or the simulated cost depletion method, as determined by the Company, under Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

"*Simulated Gain*" or **"*Simulated Loss*"** shall mean the simulated gain or simulated loss computed by the Company with respect to each amount of gain or loss realized from the sale or other disposition of Depletable Property as calculated in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

"***SXE***" means Southcross Energy Partners LP, a Delaware limited partnership.

"***SXE GP***" means Southcross Energy Partners GP, LLC, a Delaware limited liability company.

"***SXE GP Board***" has the meaning given such term in Section 7.11(a).

"***SXE Group***" means SXE and its Subsidiaries treated as a single consolidated entity.

"***Subsidiary***" means, with respect to any Person, (i) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (ii) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, or (iii) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person or a combination thereof, directly or indirectly, at the date of determination, has (A) at least a majority ownership interest or (B) the power to elect or direct the election of a majority of the directors or other governing body of such Person. Notwithstanding the foregoing, neither SXE nor any of its Subsidiaries shall be considered a Subsidiary of the Company.

"***Tailwater***" has the meaning given such term in the introductory paragraph and includes any successor to Tailwater and any transferee of all but not less than all of Tailwater's Partnership Interests.

"***Tailwater Group***" means has the meaning given such term in the Partnership Agreement.

"***Tax Matters Representative***" has the meaning given such term in Section 10.3.

"***Treasury Regulations***" means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

"***Unit***" means a unit representing a Membership Interest.

"***Voting Interests***" means, as to a specified Person: (a) in the case of a corporation, the outstanding securities thereof entitled to vote on the election of directors; (b) in the case of a limited partnership, the general partnership interests therein; (c) in the case of a limited liability company, partnership or venture, the securities or interests therein entitled to manage or elect the managers or other governing body of such Person; (d) in the case of a trust or estate, the interest therein entitled to appoint or elect the trustee or similar governing body thereof; and (e) in the case of any other Person, the interest therein entitled to elect the governing body of such Person or otherwise exercise the power to direct or cause the direction of the management and policies of such Person.

"***Voting Support***" by a Member with respect to a given action means that such Member will (i) appear at any equity holder meeting of the Company to consider such action or otherwise cause its applicable Membership Interest owned by such Member (or any of its Affiliates) as of the relevant time to be counted as present for purposes of calculating a quorum for such purpose, and respond to any other request by the Company for written consent, if any, with respect to such action, (ii) vote, or cause to be voted, all of its applicable Membership Interests (A) in favor of the approval of such action, and (B) against any action or agreement that would reasonably be expected to interfere with, delay or attempt to discourage the consummation of such action, and (iii) cause the directors appointed by it to (A) the Board or (B) the SXE GP Board, to appear at any meeting of the Board or the SXE GP Board to consider such action and direct such directors to vote (y) in favor of the approval of such action, and (z) against any action or agreement that would reasonably be expected to interfere with, delay or attempt to discourage the consummation of such action.

"***Withdraw***," "***Withdrawing***" or "***Withdrawal***" means the withdrawal, resignation or retirement of a Member from the Company as a Member. Such terms shall not include any Dispositions of Membership Interest (which are governed by Article IV), even though the Member making a Disposition may cease to be a Member as a result of such Disposition.

(b) Other terms defined herein have the meanings so given them.

Section 1.2 Construction. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation;" and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II

ORGANIZATION

Section 2.1 Formation. The Company was formed as a Delaware limited liability company by the filing of a Certificate of Formation on June 9, 2014 with the Secretary of State of the State of Delaware under and pursuant to the Act.

Section 2.2 Name. The name of the Company is "***Southcross Holdings GP LLC***" and all Company business must be conducted in that name and such other names that comply with Applicable Law as the Board or the Members may select.

Section 2.3 Registered Office; Registered Agent; Principal Office. The name of the Company's registered agent for service of process is The Corporation Trust Company, and the address of the Company's registered office in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The principal place of business of the Company shall be located at 1700 Pacific Avenue, Suite 2900, Dallas, Texas 75201. The Board may change the Company's registered agent or the location of the Company's registered office or principal place of business as the Board may from time to time determine.

Section 2.4 Purposes. The purpose of the Company is to own, acquire, hold, Dispose of and exercise the rights and powers relating to the Partnership or other interests of the Partnership, and act as general partner or other interest holder of, the Partnership as described in the Partnership Agreement and to engage in any lawful business or activity ancillary or related to the foregoing. The Company shall possess and may exercise all the powers and privileges granted by the Act, by any other Applicable Law or by this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or appropriate to the conduct, promotion or attainment of the business, purposes or activities of the Company.

Section 2.5 Term. The period of existence of the Company shall end at such time as a certificate of cancellation is filed with the Secretary of State of Delaware in accordance with Section 12.4.

Section 2.6 No State Law Partnership. The Members intend that the Company shall not be a partnership (whether general, limited or other) or joint venture, and that no Member shall be a partner or joint venturer with any other Member, for any purposes other than (if the Company has more than one Member) federal and state income tax purposes, and this Agreement may not be construed or interpreted to the contrary.

Section 2.7 Certain Undertakings Relating to the Separateness.

(a) Separateness Generally. The Company shall conduct its business and operations separate and apart from those of any other Person (including the Controlling Entities) in accordance with this Section 2.7.

(b) Separate Records. The Company shall (i) maintain its books and records and its accounts separate from those of any other Person, (ii) maintain its financial records, which will be used by it in its ordinary course of business, showing its assets and liabilities separate and apart from those of any other Person, except its consolidated Subsidiaries, and (iii) file its own tax returns separate from those of any other Person, except (A) to the extent that the Company (x) is treated as a "disregarded entity" for tax purposes or (y) is not otherwise required to file tax returns under Applicable Law or (B) as may otherwise be required by Applicable Law.

(c) Separate Assets. The Company shall not commingle or pool its funds or other assets with those of any other Person, except its consolidated Subsidiaries, and shall maintain its assets in a manner in which it is not costly or difficult to segregate, ascertain or otherwise identify its assets as separate from those of any other Person.

(d) Separate Name. The Company shall (i) conduct its business in its own name, (ii) use its separate stationery, invoices, and checks, (iii) correct any known misunderstanding regarding its separate identity from that of any other Person (including the Controlling Entities), and (iv) generally hold itself out as an entity separate from any other Person (including the Controlling Entities).

(e) Separate Credit. The Company shall (i) pay its obligations and liabilities from its own funds (whether on hand or borrowed), (ii) maintain adequate capital in light of its business operations, (iii) not pledge its assets for the benefit of any Person or guarantee or become obligated for the debts of any other Person, other than the Company, (iv) not hold out its credit as being available to satisfy the obligations or liabilities of any other Person, (v) not acquire debt obligations or debt securities of the Controlling Entities, (vi) not make loans or advances to any Person, and (vii) use its commercially reasonable efforts to cause the operative documents under which the Company borrows money, is an issuer of debt securities, or guarantees any such borrowing or issuance to contain provisions to the effect that (A) the lenders or purchasers of debt securities, respectively, acknowledge that they have advanced funds or purchased debt securities, respectively, in reliance upon the separateness of the Company from any other Persons, including the Controlling Entities, and (B) the Company has assets and liabilities that are separate from those of other Persons, including the Controlling Entities; provided that the Company may engage in any transaction described in clauses (v)-(vi) of this Section 2.7(e) if prior Board approval has been obtained for such transaction and either (A) the Board has determined that the borrower or recipient of the credit support is not then insolvent and will not be rendered insolvent as a result of such transaction or (B) in the case of transactions described in clause (v), such transaction is completed through a public auction or a National Securities Exchange.

(f) Separate Formalities. The Company shall (i) observe all limited liability company formalities, and other formalities required by its organizational documents, the laws of Delaware and other Applicable Laws, (ii) engage in transactions with any Controlling Entity only if approved in accordance with this Agreement and (iii) promptly pay, from its own funds, and on a current basis, its allocable share of general and administrative expenses, capital expenditures, and costs for shared services performed by any of the Controlling Entities. Each material contract between the Company, on the one hand, and any of the Controlling Entities, on the other hand, shall be in writing.

(g) No Effect. Failure by the Company to comply with any of the obligations set forth above shall not affect the status of the Company as a separate legal entity, with its separate assets and separate liabilities or restrict or limit the Company from engaging or contracting with any of the Controlling Entities for the provision of services or the purchase or sale of products.

ARTICLE III

MEMBERSHIP

Section 3.1 Membership Interests; Units; Additional Members. As of the Effective Date, the Members listed on Exhibit A hereto are the sole Members of the Company. Assignees may be admitted to the Company as Members in accordance with Section 4.3. Any such admission shall be effective only after such new Member has executed and delivered to the Members and the Company an instrument containing the notice address of the new Member and the new Member's ratification of this Agreement and agreement to be bound by it. Membership Interests in the Company shall be represented by Units. Upon the Company's issuance of Units to any Person, the Company shall issue, upon the request of such Person, one or more Certificates in the name of such Person evidencing the number of such Units being so issued. The Company hereby irrevocably elects that all Units shall be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware.

Section 3.2 Liability.

(a) No Member shall be liable for the debts, obligations or liabilities of the Company solely by reason of being a member of the Company.

(b) The Members agree that the rights, duties and obligations of the Members in their capacities as members of the Company are only as set forth in this Agreement. Furthermore, the Members agree that the existence of any rights of a Member, or the exercise or forbearance from exercise of any such rights, shall not create any duties or obligations of the Member in its capacity as a member of the Company, nor shall such rights be construed to enlarge or otherwise to alter in any manner the duties and obligations of such Member.

Section 3.3 Withdrawal. A Member does not have the right or power to Withdraw.

Section 3.4 Meetings. A meeting of the Members may be called at any time at the request of any Member with a Sharing Ratio of at least 10%.

Section 3.5 Notice. Written notice of all meetings of the Members must be given to all Members (or, in the case of any Lender, to the Class A-II Representative) at least one (1) Business Day prior to any meeting of Members. All notices and other communications to be given to Members (or, in the case of any Lender, to the Class A-II Representative) shall be sufficiently given for all purposes hereunder (i) if in writing and delivered by hand, courier or overnight delivery service, then upon receipt, (ii) if mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, then three (3) days after the date of mailing, or (iii) if sent by e-mail or facsimile, then when received. All such notices and communications shall be directed to the address, e-mail address or facsimile number of each Member as such Member shall designate by notice to the Company (or, in the case of any Lender, to the address, email address or facsimile number of the Class A-II Representative). Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in the notice of such meeting, except for amendments to this Agreement, as provided herein. A meeting may be held at any time without notice if all the Members are present or if those not present waive notice of the meeting either before or after such meeting.

Section 3.6 Action of Members. Except as otherwise required by Applicable Law or by this Agreement, all decisions reserved to the Members hereunder shall require the affirmative vote of the Members owning a majority of Sharing Ratios present at a meeting at which a quorum is present in accordance with Section 3.8. To the extent permitted by Applicable Law, the Members may act without a meeting and without prior notice so long as the Members who would be required to take such action at a duly held meeting shall have executed and delivered to the Company a written consent with respect to any such action taken in lieu of a meeting.

Section 3.7 Conference Telephone Meetings. Any Member may participate in a meeting of the Members or by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.8 Quorum. The Members owning a majority of Sharing Ratios, present in person or participating in a meeting shall constitute a quorum for the transaction of business.

Section 3.9 No Other Interests in SXE Group. Each of EIG (for itself and on behalf of the EIG Group) and Tailwater (for itself and on behalf of the Tailwater Group) represent and warrant that (assuming it (or its applicable Affiliates) have received payment in full in respect of the MLP PIK Notes as of such time) it does not, as of the Effective Date, hold any economic interest or position in the SXE Group other than its respective Units of the Company and Partnership Units of the Partnership.

Section 3.10 Investment Opportunities and Conflicts of Interest. (a) The Members expressly acknowledge that (i) each Member and its Affiliates are permitted to have, and may in the future have, direct and/or indirect investments and/or other business relationships with entities engaged in the business of the Company, the Partnership Group, the SXE Group or any of their respective Subsidiaries other than through the Company, the Partnership Group, the SXE Group or any of their respective Subsidiaries and that are, may or will be competitive with the Company, the Partnership Group, the SXE Group and/or their respective Subsidiaries (an "***Other Business***"), (ii) each Member and its Affiliates may develop a strategic relationship with businesses that are or may become competitive with or complementary to the business of the Company, the Partnership Group, the SXE Group and/or any of their respective Subsidiaries, (iii) no Member or any of its Affiliates will be prohibited from pursuing and engaging in any activities by virtue of its investment in the Company, the Partnership Group, the SXE Group or any of their respective Subsidiaries or its or their service on the Board, the SXE GP Board or any governing body of any of the Partnership Group, the SXE Group, or any of their respective Subsidiaries, (iv) no Member or any of its Affiliates will be obligated to inform or present to the Company, the Board, the SXE GP Board or the governing body of any of the Partnership Group, the SXE Group, or any of their respective Subsidiaries any such opportunity, relationship or investment, (v) the other Members will not acquire or be entitled to any interest or participation in any Other Business as a result of the participation therein by another Member or any of its Affiliates, (vi) the involvement of a Member and its Affiliates in any Other Business will not constitute a conflict of interest by such Persons with respect to the Company, the Partnership Group, the SXE Group or any of their respective Subsidiaries or any of the other Members, and (vii) none of the foregoing shall constitute a conflict of interest or breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to the Company or any other Member. Notwithstanding anything to the contrary in this Agreement or any duty, otherwise existing at law or in equity, the doctrines of "*corporate opportunity*", "*business opportunity*" and similar doctrines shall not apply to any Member or any of their Affiliates.

(b) Without limiting Section 3.10(a) (and in furtherance of Section 7.12), to the fullest extent permitted by Applicable Law, the Company and each Member waives all fiduciary duties and all liability of any Member and any Director (in its capacity as a Member or Director, as applicable, but not in its capacity as an Officer of the Company, if applicable) for breaches of fiduciary duties; provided, however, that such waiver does not extend to liability for any action or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

ARTICLE IV

ADMISSION OF MEMBERS; DISPOSITION OF MEMBERSHIP INTERESTS

Section 4.1 General Restriction. A Member may not Dispose of all or any portion of its Membership Interests except in strict accordance with this Article IV; provided, however, that a Member shall not Dispose of its Membership Interests unless such Member is permitted to Dispose of its Partnership Units under the Partnership Agreement, and if so permitted, the provisions of Section 4.2 shall govern the number of Units subject to such Disposition. References in this Article IV to Dispositions of a Membership Interest shall also refer to Dispositions of a portion of a Membership Interest. Any attempted Disposition of a Membership Interest, other than in strict accordance with this Article IV, shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Article IV may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedies at law) are inadequate in view of (a) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provision and (b) the uniqueness of the business of the Company and the relationship among the Members. Accordingly, the Members agree that the provisions of this Article IV may be enforced by specific performance.

Section 4.2 Disposition Restrictions. In the event that any Member (or any of its Permitted Transferees) Disposes of any of its Partnership Units to any transferee, such Person shall also be required to Dispose to such transferee, and such transferee shall be required to accept the Disposition of, a portion of the Units held by such Person equal to the number of outstanding Units held by such Person immediately prior to such Disposition multiplied by a fraction, the numerator of which is the number of Partnership Units so Disposed of and the denominator of which is the total number of Partnership Units held by such Person immediately prior to such Disposition (in the case of any Lender, including the number of Equivalent Securities held by such Lender on a fully-converted basis).

Section 4.3 Admission of Assignee as a Member. An Assignee has the right to be admitted to the Company as a Member, with the Membership Interests, including the attendant Sharing Ratio and rights of the transferring Member (e. g., any rights as a Designating Party) so transferred to such Assignee, only if such Disposition is effected in strict compliance with this Article IV.

Section 4.4 Requirements Applicable to All Dispositions and Admissions. Any Disposition of Membership Interests may be made only if the Board shall have received an executed written joinder agreement of the transferee, in form and substance reasonably satisfactory to the Board, whereby the transferee, if applicable, agrees to be bound by all of the terms and conditions of this Agreement applicable to Members. Unless waived by the Board, a Disposition of Membership Interests may be made only if (a) such Disposition would not violate the Securities Act or any state securities or blue sky laws applicable to the Company or the Membership Interest to be transferred; (b) such Disposition would not cause the Company to be considered a publicly traded partnership under Code Section 7704(b); (c) such Disposition would not cause the Company to lose its status as a partnership for federal income tax purposes; (d) such Disposition would not require the Company to register as an investment adviser under the Investment Advisers Act of 1940, as amended, or to register as an investment company under the Investment Company Act of 1940, as amended; and (e) the transferor or transferee shall pay or reimburse the Company for all reasonable costs and expenses incurred by the Company in connection with the Disposition and, if also desired, admission of the Assignee as a Member. Unless waived by the Board, the transferor of Membership Interests shall, prior to the effectiveness of such Disposition, deliver to the Company an opinion of counsel, in form and substance satisfactory to the Board, to the effect that such Transfer complies with clauses (a) through (e) of the preceding sentence.

ARTICLE V

CAPITAL CONTRIBUTIONS

Section 5.1 Initial Capital Contributions. EIG, Tailwater and the Lenders, as the sole Members of the Company as of the Effective Date, have respectively made or are deemed to have made the Capital Contribution set forth next to such Member's name on Exhibit A.

Section 5.2 Additional Capital Contributions by Members.

(a) If, at any time, the Board determines that the Company is in need of additional capital, then, with the prior written consent of each Member, each Member shall be obligated to contribute in cash such capital, subject to the limitations contained in this Section 5.2 or elsewhere in this Agreement, pro rata in accordance with its Sharing Ratio in effect at the time of such contribution.

(b) Except as set forth in this Section 5.2, no Member will be (i) permitted to make additional Capital Contributions to the Company without the prior approval of the Board or (ii) required to make additional Capital Contributions to the Company.

Section 5.3 Loans. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so may advance all or part of the needed funds to or on behalf of the Company at an interest rate and on other terms approved by the Board in accordance with this Agreement. An advance described in this Section 5.3 constitutes a loan from the Member to the Company, bears interest at such rate from the date of the advance until the date of payment and is not a Capital Contribution.

Section 5.4 Return of Contributions. Except as expressly provided herein, no Member is entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. A Capital Contribution remaining unpaid by the Company is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Section 5.5 Capital Accounts. An individual Capital Account shall be established and maintained for each Member with respect to each class or series of Membership Interest held by such Member. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Member that is making a Disposition and that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(l).

ARTICLE VI

DISTRIBUTIONS AND ALLOCATIONS

Section 6.1 Distributions. Except as otherwise provided in Section 6.2, distributions to the Members shall be made only to all Members simultaneously in proportion to their respective Sharing Ratios (at the time the amounts of such distributions are determined) and in such aggregate amounts and at such times as shall be determined by the Board; provided, however, that any loans from Members pursuant to Section 5.3 shall be repaid prior to any distributions to Members pursuant to this Section 6.1.

Section 6.2 Distributions on Dissolution and Winding Up. Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts, if any, for all distributions made under Section 6.1 and all allocations under Article VI, all available proceeds distributable to the Members as determined under Section 12.2 shall be distributed (i) in the manner set forth in Section 6.1, or (ii) if the obligation to maintain Capital Accounts has been suspended under Section 13.13, to the sole Member.

Section 6.3 Allocations.

(a) Profits and Losses.

(i) General Application. For each Allocation Period, after giving effect to Section 6.3(b), the rules set forth below in this Section 6.3(a) shall apply for the purpose of determining each Member's allocable share of the items of income, gain, loss and expense of the Company comprising Profits or Losses of the Company for such Allocation Period.

(ii) Hypothetical Liquidation. The items of income, expense, gain and loss of the Company comprising Profits or Losses for an Allocation Period shall be allocated among the Persons who were Members during such Allocation Period in a manner that shall, as nearly as possible, cause the Capital Account balance of each Member at the end of such fiscal year to equal the excess (which may be negative) of:

(A) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the fiscal year, (x) all Company assets were sold for cash equal to their respective Gross Asset Values, taking into account any adjustments thereto for such fiscal year, (y) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability or any Member Nonrecourse Debt with respect to such Member, to the Gross Asset Values of the assets securing such liability), and (z) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full pursuant to Section 12.2(a)(iii) hereof; over

(B) the sum of (x) the amount, if any, without duplication, that such Member would be obligated to contribute to the capital of the Company, (y) such Member's share of Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (z) such Member's share of Member Minimum Gain determined pursuant to Treasury Regulations Section 1.704 2(i)(5), all computed as of the hypothetical sale described in Section 6.3(a)(ii)(A) hereof;

(b) Regulatory Allocations. Notwithstanding the foregoing provisions of Section 6.3(a), the following special allocations will be made in the following order of priority:

(i) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during an Allocation Period, then each Member will be allocated items of Company income and gain for such Allocation Period (and, if necessary, for subsequent Allocation Periods) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 6.3(b)(i) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and will be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company Allocation Period, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), will be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in a manner consistent with the provisions of Treasury Regulations Section 1.704-2(i)(4). This Section 6.3(b)(ii) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and will be interpreted consistently therewith.

(iii) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income, gain and Simulated Gain will be allocated to all such Members (in proportion to the amounts of their respective deficit Adjusted Capital Accounts) in an amount and manner sufficient to eliminate the deficit balance in the Adjusted Capital Account of such Member as quickly as possible, provided that an allocation pursuant to this Section 6.3(b)(iii) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 6.3 have been tentatively made as if this Section 6.3(b)(iii) were not in this Agreement. It is intended that this Section 6.3(b)(iii) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(iv) Gross Income Allocation. In the event that any Member has a Deficit Capital Account at the end of any Allocation Period which is in excess of the sum of (x) the amount such Member is obligated to restore pursuant to any provision of this Agreement and (y) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.3(b)(iv) shall be made only if and to the extent that such Member would have a Deficit Capital Account balance in excess of such sum after all other allocations provided for in this Section 6.3 have been made as if Section 6.3(b)(iii) and this Section 6.3(b)(iv) were not in this Agreement.

(v) Limitation on Allocation of Net Loss. If the allocation of Losses, Simulated Depletion or Simulated Losses to a Member as provided in Section 6.3(a) would create or increase an Adjusted Capital Account Deficit, there will be allocated to such Member only that amount of Losses, Simulated Depletion or Simulated Losses as will not create or increase an Adjusted Capital Account Deficit. The Losses, Simulated Depletion or Simulated Losses that would, absent the application of the preceding sentence, otherwise be allocated to such Member will be allocated to the other Members in accordance with their relative proportion of Units, subject to the limitations of this Section 6.3(b)(v).

(vi) Certain Additional Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss will be specially allocated to the Members in accordance with their Interests in the Company in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(vii) Nonrecourse Deductions. Nonrecourse Deductions for each Allocation Period of the Company will be allocated to the Members in proportion to their respective Sharing Ratios.

(viii) Member Nonrecourse Deductions. Member Nonrecourse Deductions will be allocated each Allocation Period to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(ix) Simulated Depletion, Simulated Loss. Simulated Depletion for each Depletable Property, and Simulated Loss upon disposition of Depletable Property, shall be allocated among the Members in proportion to their shares of Simulated Basis in such property.

(c) Tax Allocations.

(i) Except as provided in Section 6.3(c)(ii), Section 6.3(c)(iii), and Section 6.3(d), for income tax purposes under the Code and the Treasury Regulations, each Company item of income, gain, loss, deduction and credit will be allocated between the Members as its correlative item of "book" income, gain, loss, deduction or credit is allocated pursuant to this Article VI.

(ii) Tax items with respect to Company assets that are contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution will be allocated between the Members for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company will account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations and, the Parties agree that, unless and until a different method is selected pursuant to the provisions of this Agreement, the Company shall use the remedial method pursuant to Treasury Regulations Section 1.704-3(d). If the Gross Asset Value of any Company asset is adjusted pursuant to the definition of "***Gross Asset Value***" herein, subsequent allocations of income, gain, loss, deduction and credit with respect to such Company asset will take account of any variation between the adjusted basis of such Company asset for U.S. federal income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Treasury Regulations promulgated thereunder under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Company. Allocations pursuant to this Section 6.3(c)(ii) are solely for purposes of U.S. federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of net Profits, net Losses and any other items or distributions pursuant to any provision of this Agreement.

(iii)

(A) If the Company recognizes Depreciation Recapture with respect to the sale of any Company asset, (i) the portion of the gain on such sale which is allocated to a Member pursuant to Section 6.3(a) and Section 6.3(b) shall be treated as consisting of a portion of the Company's Depreciation Recapture on the sale and a portion of the balance of the Company's remaining gain on such sale under principles consistent with Treasury Regulations Section 1.1245-1 and (ii) if, for U.S. federal income tax purposes, the Company recognizes both "unrecaptured section 1250 gain" (as defined in Code Section 1(h)) and gain treated as ordinary income under Code Section 1250(a) with respect to such sale, the amount treated as Depreciation Recapture under Section 6.3(c)(iii)(B) shall be comprised of a proportionate share of both such types of gain.

(B) For purposes of this Section 6.3(c)(iii), "***Depreciation Recapture***" means the portion of any gain from the disposition of an asset of the Company which, for U.S. federal income tax purposes, (i) is treated as ordinary income under Code Section 1245, (ii) is treated as ordinary income under Code Section 1250 or (iii) is "unrecaptured section 1250 gain" as such term is defined in Code Section 1(h).

(d) Income Tax Allocations with respect to Depletable Properties.

(i) Pursuant to Code Section 613A(c)(7)(D) and the Treasury Regulations promulgated thereunder, cost and percentage depletion deductions with respect to any Depletable Property shall be computed separately by the Members rather than the Company. For purposes of such computations, the U.S. federal income tax basis of each Depletable Property shall be allocated to each Member in accordance with such Member's Sharing Ratio as of the time such Depletable Property is contributed to or acquired by the Company (and any additions to such federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted federal income tax basis to be in accordance with their Sharing Ratios as determined at the time of any such additions), and shall be reallocated among the Member in accordance with the Members' Sharing Ratios as determined immediately following the occurrence of an event giving rise to an adjustment to the Gross Asset Values of the Company's Depletable Properties pursuant to clause (ii) of the definition of Gross Asset Value.

(ii) For purposes of the separate computation of gain or loss by each Member on the taxable disposition of Depletable Property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such Depletable Property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gains.

(iii) The allocations described in clauses (i) and (ii) of this Section 6.3(d) are intended to be applied in accordance with the Members' "interests in partnership capital" under Code Section 613A(c)(7)(D); provided that the Members understand and agree that the Company, in good faith, authorize special allocations of U.S. federal income tax basis, income, gain, deduction or loss, as computed for federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to Depletable Properties, in such manner as determined consistent with the principles outlined in Section 6.3(c)(ii). The provisions of this Section 6.3(d) and the other provisions of this Agreement relating to allocations under Code Section 613A(c)(7)(D) are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(iv) Each Member shall separately keep records of its share of the adjusted tax basis in each Depletable Property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the request of the Company, each Member shall advise the Company of its adjusted tax basis in each Depletable Property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. The Company shall provide each Member with information reasonably requested by such Member to comply with this Section 6.3(d)(iv) and other tax reporting obligations.

(e) Other Provisions.

(i) For any Allocation Period or other period during which any part of any Interest in the Company is Transferred between the Members or to another Person (other than by pledge of, or grant of a security interest in, such Interest), the portion of the Profits, Losses and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of an Interest in the Company will be apportioned between the transferor and the transferee under any method allowed pursuant to Code Section 706 and the applicable Treasury Regulations as determined by the Company, although an interim closing of the books method shall be used if the transferor agrees to reimburse the Company for reasonable costs incurred.

(ii) In the event that the Code or any Treasury Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Article VI, the Company is hereby authorized to adjust or amend the allocations to the extent necessary to satisfy the Code and any Treasury Regulations, and no such new allocation will give rise to any claim or cause of action by any Member.

(iii) For purposes of determining the Members' proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), the Members' interests in profits will be equal to their respective Sharing Ratios.

(iv) Credits. All tax credits shall be allocated among the Members as determined by the Company, consistent with Applicable Law.

(f) Valuation; Revaluation. Except as otherwise specifically provided in this Agreement, valuations will be made by the Company or by independent third parties appointed by the Company and deemed qualified by the Company to render an opinion as to the value of the Company's assets, using such methods and considering such information relating to the investments, assets and liabilities of the Company as the Company or independent third party, as the case may be, may determine in the discretion of the Company.

The Parties agree that the Company will not receive a distributive share of profits or losses (or underlying items of income, gain, deduction or loss) from the Partnership.

Section 6.4 Varying Interests. All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Sharing Ratio, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Board to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying Sharing Ratios.

Section 6.5 Withheld Taxes. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Article VI for all purposes of this Agreement. The Company is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state, local or foreign law and shall allocate such amounts to those Members with respect to which such amounts were withheld.

Section 6.6 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other Applicable Law.

ARTICLE VII

MANAGEMENT

Section 7.1 Management by Board. (a) The management of the Company is fully reserved to the Members, and the Company shall not have "managers" as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Members, who shall make all decisions and take all actions for the Company.

(b) The Members shall have the power and authority to delegate to one or more other persons the Members' rights and power to manage and control the business and affairs, or any portion thereof, of the Company, including to delegate to agents, officers and employees of a Member or the Company, and to delegate by a management agreement with or otherwise to other Persons.

(c) The Members hereby expressly delegate to the board of directors of the Company (the "***Board***"), to the fullest extent permitted under this Agreement and the Act, all of the Members' power and authority to manage and control the business and affairs of the Company. The Board may at any time designate one or more other Persons to be officers of the Company and/or to assist in carrying out the Board's decisions and the day-to-day activities of the Company. The Directors on the Board and any officers are not "managers" as that term is used in the Act. Any officers who are designated as such shall have such titles and authority and perform such duties as the Board may delegate to them. The salaries or other compensation, if any, of the officers of the Company shall be fixed by the Board in accordance with Section 8.1. Any officer may be removed as such, either with or without cause, by the Board and any vacancy occurring in any office of the Company may be filled by the Board, in each case in accordance with Section 8.8 and Section 8.9, respectively. Designation of an officer shall not of itself create contract rights.

Section 7.2 Number; Qualification; Tenure. (a) The number of Directors constituting the Board shall initially be six (6). A Director need not be a Member.

(b) So long as (i) EIG is a Designating Party, EIG shall have the right to designate two (2) Directors, (ii) Tailwater is a Designating Party, Tailwater shall have the right to designate two (2) Directors, and (iii) the Lenders are a Designating Party, the Lender Majority shall have the right to designate two (2) Directors; and each such Person shall have the sole right to remove (with or without cause), and to fill vacancies with respect to the Director(s) designated by such Person. The initial Directors of the Company so designated are set forth on Exhibit B. Each Director shall serve as a Director of the Company until his or her death, resignation or removal.

(c) The right of each of EIG and Tailwater to designate Directors is transferable, and may be transferred by a Designating Party in whole (and not in part), to any transferee of Units of such Designating Party (or its Permitted Transferees) to the extent permitted pursuant to Section 4.2, provided such transferee has a Sharing Ratio of at least 10% after giving effect to such transfer. Upon any assignment by a Designating Party of its right to designate Directors, such Designating Party shall cease to be a Designating Party.

(d) The right of each Lender to participate in the designation of Directors as part of the Lender Majority is transferable and shall automatically transfer with any Disposition of such Lender's Units (other than in connection with a Disposition pursuant to Section 3.7 of the Partnership Agreement), provided (A) if any transferee of Units issued to the Lenders (together with its Affiliates) would represent greater than twenty five percent (25%) of the Units issued to all Lenders for purposes of determining the Lender Majority, the Directors appointed by the Lender Majority (if such transferee participates in the vote) shall be subject to the consent of EIG and Tailwater, such consent not to be unreasonably withheld, conditioned or delayed, and (B) if EIG and Tailwater object to such Directors within fifteen (15) days from the Lenders giving notice of their appointment, then the Lenders shall revote to appoint Directors and (x) in such revote, such transferee shall be deemed to only hold no more than twenty five percent (25%) of the Units issued to all Lenders for purposes of determining the Lender Majority and (y) the Directors appointed by such revote shall be the Lenders' appointed Directors.

(e) Upon the date a Member ceases to be a Designating Party (i) such Person shall no longer have the right to designate any Director or any member of the SXE GP Board, (ii) the size of the Board shall be reduced by the number of such forfeited board seats and (iii) any Director or member of the SXE GP Board designated by such Person shall be deemed to have resigned as a Director or member of the Board and as a member of the SXE GP Board, as applicable. At any time when the first sentence of Section 7.2(b) is not applicable, any Director or the entire Board may be removed at any time (with or without cause), by vote of the Members, and the Members will have the right to fill any vacancies on the Board.

(f) Any matter involving a conflict between the Company, a Member or any Affiliate of a Member shall be administered on behalf of the Board by the Directors who are disinterested in such matter.

Section 7.3 Regular Meetings. Regular quarterly and annual meetings of the Board shall be held at such time and place as shall be designated from time to time by resolution of the Board. Notice of such regular quarterly and annual meetings shall not be required.

Section 7.4 Special Meetings. A special meeting of the Board may be called at any time at the request of any two Directors then in office.

Section 7.5 Notice. Written notice of all special meetings of the Board must be given to all Directors at least one (1) Business Day prior to any special meeting of the Board. All notices and other communications to be given to Directors shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service or three Days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when received in the form of an e-mail or facsimile, and shall be directed to the address, e-mail address or facsimile number as such Director shall designate by notice to the Company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, except for amendments to this Agreement, as provided herein. A meeting may be held at any time without notice if all the Directors are present or if those not present waive notice of the meeting either before or after such meeting.

Section 7.6 Action by Consent of Board. To the extent permitted by Applicable Law and this Agreement, the Board, or any committee of the Board, may act without a meeting so long as a written consent with respect to any action taken in lieu of a meeting is signed by not less than the number of Directors (or committee members) entitled to vote that would be necessary to authorize or take such action at a meeting of the Board (or such committee) at which all Directors (or members of such committee) entitled to vote thereon were present and voted; provided that if the Board is acting by written consent, such written consent shall be circulated to all Directors simultaneously.

Section 7.7 Conference Telephone Meetings. Directors or members of any committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 7.8 Quorum. A majority of all Directors (which majority must include at least one (1) Director appointed by each Designating Party) entitled to vote, present in person or participating in a Board meeting, shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of the Directors entitled to vote and present may adjourn the meeting from time to time without further notice; provided, however, if written notice of any meeting is given to the Directors in accordance with Section 7.5 and there is not at least one (1) Director designated by each applicable Designating Party present at such meeting and (a) such meeting is adjourned pending the presence of any such Director, (b) the Directors designated by such Designating Party are provided written notice of such adjournment and the time such meeting is to be reconvened and (c) neither of the Directors designated by such Designating Party makes himself or herself available for such reconvened meeting within forty eight (48) hours of receiving such written notice of adjournment, then the presence of a Director designated by such Designating Party shall not be required to establish a quorum for purposes of such reconvened meeting following such forty eight (48) hour period (provided each Director shall be provided written notice of the reconvening of such meeting at least twenty four (24) hours prior to the reconvening of such meeting (which notice may be given prior to the expiration of such forty eight (48) hour period)). Except as otherwise required by Applicable Law or this Agreement, all decisions of the Board, or any committee of the Board, shall require the affirmative vote of a majority of all Directors entitled to vote, or of the members of any committee of the Board, respectively. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

Section 7.9 Committees.

(a) Unless agreed by all Directors, the Board may not establish any committees of the Board or delegate any of its responsibilities to any committee.

(b) A majority of any committee, present in person or participating in accordance with Section 7.7, shall constitute a quorum for the transaction of business of such committee.

(c) A majority of any committee may determine its action and fix the time and place of its meetings unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 7.5. The Board shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

Section 7.10 Reimbursement of Expenses. The Partnership shall reimburse any Director appointed by a Designating Party for his or her reasonable and documented expenses incurred in the performance of his or her duties as a Director.

Section 7.11 Voting on Certain Matters. The Members shall cooperate in good faith, and shall provide all Voting Support necessary, such that:

(a) The board of directors of SXE GP (the "***SXE GP Board***") shall be composed of seven (7) directors. The initial directors to serve on the SXE GP Board are set forth on Exhibit C. So long as (i) EIG is a Designating Party, EIG shall have the right to designate two (2) directors to serve on the SXE GP Board (one (1) of whom must be an Independent Director), (ii) Tailwater is a Designating Party, Tailwater shall have the right to designate two (2) directors to serve on the SXE GP Board (one (1) of whom must be an Independent Director), and (iii) the Lenders are a Designating Party, the Lender Majority shall have the right to designate two (2) directors to serve on the SXE GP Board (one (1) of whom must be an Independent Director); provided, however, an Independent Director designated by a Designating Party may be removed at any time by the Designating Party that designated such Independent Director or upon the vote or consent of a majority of the SXE GP Board; provided, further, however, that the Designating Party that designated such removed Independent Director shall have the right to designate an Independent Director to replace the removed Independent Director. The seventh member of the SXE GP Board shall be determined by a vote or consent of a majority of the Independent Directors on the SXE GP Board, provided that solely for the purposes of such vote, the votes of the Independent Director(s) from a single Designating Party shall collectively count as one vote. There shall always be at least three Independent Directors on SXE GP Board and if a Designating Party has forfeited its right to designate directors to serve on the SXE GP Board, the remaining Designating Party(ies) shall determine such forfeited directors, and if the Designating Parties cannot agree on such directors within fifteen (15) Business Days after the deemed resignation of such forfeited directors, the remaining members of the SXE GP Board, by majority vote or consent, shall determine such forfeited directors.

(b) The following actions of the Company, any Person in the Partnership Group or any of their respective Subsidiaries will require approval of a majority of all Directors entitled to vote and the approval of at least one Director designated by each Designating Party:

(i) approval by the Company (in its capacity as general partner of the Partnership) of any matter set forth in Section 6.2(a) or Section 10.1(a) of the Partnership Agreement; and

(ii) approval with respect to the Company or any subsidiary of the Company of any matter that, if taken by the Partnership or any subsidiary thereof would require consent pursuant to Section 6.2(a) of the Partnership Agreement.

(c) In addition to any other actions that may require approval of the Board under this Agreement or that are otherwise submitted to the Board for approval, the following actions of the Company, any Person in the Partnership Group or any of their respective Subsidiaries will require approval of a majority of all Directors entitled to vote:

(i) approval by the Company (in its capacity as general partner of the Partnership) of any matter set forth in Section 6.2(b) of the Partnership Agreement; and

(ii) the approval of any actions to be taken by the Company and the Partnership in connection with any Liquidity Event approved pursuant to clause (i) above.

Section 7.12 No Fiduciary Duty.

No Director shall owe any fiduciary duty or other duty (including any agency, equitable or quasi-fiduciary duty) to the Company or any other Member in connection with the activities of the Board or any committee thereof, and no Director, and no Designating Party appointing any such Director, shall be obligated to act in the interests of the Company or any other Member. Any Director in performing his or her obligations under this Agreement shall be entitled to vote, consent, act or omit to act in his sole discretion and/or at the direction of the Designating Party who designated such Director, considering only such factors, including the separate interests of such Designating Party, as such Director chooses to consider (which interests may differ from, and be given priority over, the interests of the Company or any other Member), and any action or failure to act by a Director, taken or omitted in reliance on this Section 7.12 shall not constitute a breach of any duty (including any fiduciary duty, and all of which are hereby expressly waived) on the part of such Director. To the fullest extent permitted by Applicable Law, the Directors shall not be subject to any other or different standards (including fiduciary standards) imposed by this Agreement or the Act or any other Applicable Law or at equity. The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the Act (including Section 18-1101 of the Act) permitting members of a limited liability company to eliminate fiduciary duties.

Section 7.13 Liquidity Event.

(a) Liquidity Event. At any time from and after December 31, 2019, and (ii) so long as the Partnership (or any successor thereto) has not effected a Qualified IPO, each of EIG and Tailwater shall each have the right, at each of their express direction and in each of their sole discretion, to direct the Board to take such actions to effect a Liquidity Event, upon delivering a written notice thereof to the Board (a "***Liquidity Event Notice***") of such decision.

(b) Effecting a Liquidity Event. Upon receipt of a Liquidity Event Notice or approval by the Board of a Liquidity Event, the Company shall initiate a process to effect a Liquidity Event, including without limitation engaging an independent investment banking firm to advise the Board with respect to consummating such Liquidity Event. Such investment banking firm shall be selected by the Board (pursuant to the approval standard required for such Liquidity Event) in accordance with Section 7.11(b) or Section 7.11(c), as applicable; provided that if the Board does not select an investment banking firm within thirty (30) days after the date that the Liquidity Event Notice is delivered to the Board the investment banking firm shall be selected by the Directors designated by Designating Party who delivered the Liquidity Event Notice. The Company shall, and shall cause the Partnership to, execute such engagement and indemnity agreements as such investment banking firm shall require, and the fees and expenses of such investment banking firm shall be paid by the Partnership. The Board shall use commercially reasonable efforts to consummate a Liquidity Event as soon as practicable following the delivery of a Liquidity Event Notice.

(c) Certain Obligations of the Company and the Members. Upon receipt of a Liquidity Event Notice or approval by the Board of a Liquidity Event, the Company (in its capacity as general partner of the Partnership) shall diligently pursue the consummation of a Liquidity Event in good faith and the Board shall manage the business and affairs of the Company primarily with a view toward the consummation of such Liquidity Event as soon as reasonably practicable following the exercise of such right. Each Member shall, and shall cause its Affiliates to, take all actions, including those set forth in Section 7.13(d), if applicable, reasonably necessary or appropriate to (i) cooperate with the Company (in its capacity as the general partner of the Partnership) in working toward the consummation of a Liquidity Event and (ii) cause its Director designees to act in accordance with this Section 7.13 (including replacing its Director designees, if necessary).

(d) Public Offering. If the Board determines that the Liquidity Event shall be a Public Offering:

(i) each Member agrees that it will, and will cause its Affiliates and any Director appointed by such Member to, and the Company shall:

(A) if the underwriters in any Public Offering request that all Partners hold their Partnership Units for a period of time following the Public Offering, do so and enter into a customary lock-up agreement;

(B) complete and execute all consents, questionnaires, powers of attorney, indemnities, underwriting agreements and other documents as may reasonably be required or advisable in connection with a Public Offering; provided that no such Person shall be required to make any representations or warranties in connection with a Public Offering other than representations and warranties regarding such Person and, if applicable, such Person's intended method of distribution;

(C) if determined by the Board to be reasonably necessary or appropriate in connection with a Public Offering, do all things reasonably necessary or advisable to effect any recapitalization, reorganization, conversion, contribution and/or exchange of Partnership Units into other equity interests and related reorganization of the Partnership and its Subsidiaries; provided that any such recapitalization, reorganization, conversion, contribution and/or exchange does not change the relative rights, obligations and preferences of the partners in the Partnership with respect to their ownership of Partnership Units (or its successor), except in accordance with Section 3.11(b) of the Partnership Agreement;

(D) consent to certain additional restrictions on the transfer of Partnership Units or other equity interests in the Partnership (or its successor) which the Board determines may be required in order to permit compliance with the Securities Act or other Applicable Law;

(E) use commercially reasonable efforts to accommodate any such other reasonable actions required by the Commission or similar Governmental Authority to effect the Public Offering; and

(F) make modifications to this Agreement or the Partnership Agreement (or any other agreement then governing the rights and obligations of the Members with respect to the Company or the partners in the Partnership with respect to the Partnership or any of their Subsidiaries or any successor to the Company or the Partnership or any of their Subsidiaries) as are customary and appropriate for companies that conduct a Public Offering, such modifications to be in form and substance reasonably satisfactory to the Board.

(ii) The Company shall be responsible for its own costs, fees and expenses in connection with a Public Offering and shall reimburse the Members and their Affiliates for the reasonable out-of-pocket costs, fees and expenses (excluding underwriting discounts, selling commissions and similar fees) incurred by them in connection with a Public Offering, including the reasonable costs, fees and expenses of one outside counsel for each Member with, a Sharing Ratio of greater than 10% immediately prior to the occurrence of the Liquidity Event.

(iii) If the managing underwriter or the placement agent advises the Partnership, the Company or the Board that the inclusion of securities of the partners in the Partnership requested to be included for sale in a secondary offering in connection with the Public Offering would materially and adversely affect the price, distribution or timing of the offering, then the Partnership shall have the right to exclude all or any portion of such securities of the Partnership from sale in connection with the Public Offering, with such exclusions applied to the partners' of the Partnership pro rata share (based on the relative percentages of securities to be included in the Public Offering held by the Partners immediately prior to the Public Offering).

(iv) Without limiting Section 7.13(d)(i)(D) above, without the prior written consent of the underwriters managing any Qualified IPO, for a period beginning seven (7) days immediately preceding, and ending on the one hundred eightieth (180th) day following, the effective date of the registration statement used in connection with such offering, no holder of Membership Interests, except pursuant to an effective registration statement as part of such Qualified IPO, shall (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer, directly or indirectly, any Membership Interests or any securities convertible into or exercisable or exchangeable for Membership Interests or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Membership Interests, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of such Membership Interests or such other securities, in cash or otherwise; provided, however, that the foregoing restrictions shall not apply to (x) transactions relating to such Membership Interests or securities acquired in open market transactions after the completion of the Qualified IPO, (y) Membership Transfers required in accordance with the terms of this Agreement or the Partnership Agreement or (z) conversions of such Membership Interests or securities into other classes of Membership Interests or securities without change of holder.

(v) The Members shall cooperate in good faith, and shall provide all Voting Support necessary, such that if Equity Securities are offered to the public in a Qualified IPO or any secondary offering after a Qualified IPO, each Member will be provided with customary registration rights, including demand and piggyback registration rights (pursuant to a Registration Rights Agreement), in any such offering, subject to standard underwriters' cutback provisions. The registration rights will be assignable by any Designating Party upon any Disposition by such Designating Party of any interest in the Company to any Assignee who holds at least a 10% Membership Interest after giving effect to such Disposition. If any Member desires to exercise or exercises any such registration rights, each non-exercising Member shall cooperate with respect to such registration demand, including providing Voting Support.

ARTICLE VIII

OFFICERS

Section 8.1 Officers; No Compensation of Officers. The officers, if any, of the Company shall serve at the pleasure of the Board. Such officers shall have the authority and duties delegated to each of them, respectively, by the Board from time to time. The officers of the Company may include a Chief Executive Officer, a President, a Secretary, a Treasurer, and such other officers (including, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents) as the Board from time to time may deem proper. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VIII. The Board or any committee thereof may from time to time elect such other officers (including one or more Vice Presidents, General Counsels, Controllers, Assistant Secretaries and Assistant Treasurers) as may be necessary or desirable for the conduct of the business of the Company. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in this Agreement or as may be prescribed by the Board or such committee, as the case may be from time to time. Except as approved by unanimous approval of the Board, no officer of the Company shall receive any compensation from the Company for services provided to the Company in his capacity as an officer.

Section 8.2 Election and Term of Office. The names and titles of the officers of the Company in office as of the Effective Date are set forth on Exhibit D. Thereafter, the officers of the Company shall be elected from time to time by the Board. Each officer shall hold office until such person's successor shall have been duly elected and shall have qualified or until such person's death or until he shall resign or be removed pursuant to Section 8.8.

Section 8.3 Chief Executive Officer. The Chief Executive Officer, who may be the Chairman of the Board or the Vice Chairman of the Board and/or the President, if any, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chief Executive Officer may sign deeds, mortgages, bonds, contracts or other instruments, where the signing and execution thereof shall be expressly delegated by the Board to the Chief Executive Officer. The Chief Executive Officer shall also perform all duties and have all powers incident to the office of Chief Executive Officer and perform such other duties and may exercise such other powers as may be assigned by this Agreement or prescribed by the Board from time to time.

Section 8.4 President. The President, if any, shall, subject to the control of the Board and (if the President is not the Chief Executive Officer) the Chief Executive Officer, in general, supervise and control all of the business and affairs of the Company. The President may sign any deeds, mortgages, bonds, contracts or other instruments where the signing and execution thereof shall be expressly delegated by the Board to the President. The President shall also perform all duties and have all powers incident to the office of President and perform such other duties as may be prescribed by the Board from time to time.

Section 8.5 Vice Presidents. Any Executive Vice President, Senior Vice President and Vice President, in the order of seniority, unless otherwise determined by the Board, shall, in the absence or disability of the President, if any, perform the duties and exercise the powers of the President. They shall also perform the usual and customary duties and have the powers that pertain to such office and generally assist the President by executing contracts and agreements and exercising such other powers and performing such other duties as are delegated to them by the President and as the Board may further prescribe.

Section 8.6 Treasurer.

(a) The Treasurer, if any, shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Company to be deposited in such banks as may be authorized by the Board, or in such banks as may be designated as depositories in the manner provided by resolution of the Board. The Treasurer shall, in general, perform all duties incident to the office of the Treasurer and shall have such further powers and duties and shall be subject to such directions as may be granted or imposed from time to time by the Board.

(b) Any Assistant Treasurers shall have such authority and perform such duties of the Treasurer as may be provided in this Agreement or assigned to them by the Board or the Treasurer. Assistant Treasurers shall assist the Treasurer in the performance of the duties assigned to the Treasurer, and in assisting the Treasurer, each Assistant Treasurer shall for such purpose have the powers of the Treasurer. During the Treasurer's absence or inability, the Secretary's authority and duties shall be possessed by such Assistant Treasurer or Assistant Treasurers as the Board may designate.

Section 8.7 Secretary.

(a) The Secretary shall keep or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the Members pursuant to Articles III and VII. The Secretary shall see that all Notices are duly given in accordance with the provisions of this Agreement and as required by law; shall be custodian of the records and the seal, if any, of the Company and affix and attest the seal to all documents to be executed on behalf of the Company under its seal; and shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and in general, shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board.

(b) Any Assistant Secretaries shall have such authority and perform such duties of the Secretary as may be provided in this Agreement or assigned to them by the Board or the Secretary. Assistant Secretaries shall assist the Secretary in the performance of the duties assigned to the Secretary, and in assisting the Secretary, each Assistant Secretary shall for such purpose have the powers of the Secretary. During the Secretary's absence or inability, the Secretary's authority and duties shall be possessed by such Assistant Secretary or Assistant Secretaries as the Board may designate.

Section 8.8 Removal. Any officer elected, or agent appointed, by the Board may be removed by the Board whenever, in the Board's judgment, the best interests of the Company would be served thereby. No officer shall have any contractual rights against the Company for compensation by virtue of such election beyond the date of the election of such person's successor, such person's death, such person's resignation or such person's removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

Section 8.9 Vacancies. A newly created elected office and a vacancy in any elected office because of death, resignation or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board.

ARTICLE IX

INDEMNITY AND LIMITATION OF LIABILITY

Section 9.1 Indemnification; Limitation of Liability.

(a) To the fullest extent permitted by Applicable Law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all Claims or other amounts arising from any and all Claims, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee; provided, however, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 9.1, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 9.1 shall be made only out of the assets of the Company, it being agreed that the Members shall not be personally liable for such indemnification and shall have no obligation to contribute or lend any monies or property to the Company to enable it to effectuate such indemnification. Except as required by the Act, and to the fullest extent such limitation is permitted by Applicable Law, no Member shall owe any fiduciary or other duties (including any duty of loyalty or duty of care) to the Company or the other Members. The Members acknowledge and agree that the foregoing is intended to comply with the provisions of the Act (including Section 18-1101 of the Act) permitting members of a limited liability company to eliminate fiduciary duties.

(b) To the fullest extent permitted by Applicable Law, expenses (including legal fees and expenses) incurred by an Indemnitee shall, from time to time, be advanced by the Company prior to a determination that the Indemnitee is not entitled to be indemnified upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 9.1.

(c) The indemnification provided by this Section 9.1 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of the Indemnitees, the Company and its Affiliates and such other Persons as the Company shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 9.1, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Company also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to Applicable Law shall constitute "fines"; and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 9.1 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(g) The provisions of this Section 9.1 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(h) No amendment, modification or repeal of this Section 9.1 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company or the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 9.1 as in effect immediately prior to such amendment, modification or repeal with respect to Claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such Claims may arise or be asserted.

(i) THE PROVISIONS OF THE INDEMNIFICATION PROVIDED IN THIS SECTION 9.1 ARE INTENDED BY THE PARTIES TO APPLY EVEN IF SUCH PROVISIONS HAVE THE EFFECT OF EXCULPATING THE INDEMNITEE FROM LEGAL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH PERSON'S NEGLIGENCE, FAULT OR OTHER CONDUCT.

Section 9.2 Limited Liability of Indemnitees.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Members or any other Persons who have acquired Membership Interests in the Company for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Company, such Indemnitee acting in connection with the Company's business or affairs shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement.

(c) Any amendment, modification or repeal of this Section 9.2 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 9.2 as in effect immediately prior to such amendment, modification or repeal with respect to Claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such Claims may arise or be asserted.

ARTICLE X

TAXES

Section 10.1 Tax Returns. The Board shall cause to be prepared and timely filed (on behalf of the Company) all U.S. federal, state and local tax returns required to be filed by the Company, including making all elections on such tax returns. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall bear the costs of the preparation and filing of its returns.

Section 10.2 Tax Matters. For so long as there are two or more Members of the Company, no Member shall make any election or take any position that would cause the Company to be classified as an association taxable as a corporation for federal income tax purposes.

Section 10.3 Tax Matters Representative. The Board shall from time to time designate a Member to act as the "tax matters partner," company representative or any similar role, as applicable, of the Company pursuant to the Code or under any applicable state, local or non-U.S. tax law (the "***Tax Matters Representative***"). The initial Tax Matters Representative shall be EIG. The Company shall not be obligated to pay any fees or other compensation to the Tax Matters Representative in its capacity as such, provided, that the Company shall reimburse the Tax Matters Representative for any and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by it in its capacity as the Tax Matters Representative. Notwithstanding anything to the contrary contained in this Agreement, without the approval of the Board, the Tax Matters Representative shall not in its capacity as Tax Matters Member make any material decisions or enter into any material agreements on behalf of the Company or the other Members if such decisions or agreements may reasonably be considered to have a material and adverse effect upon the Company or any other Member; for the avoidance of doubt, any settlement agreements with the Internal Revenue Service or consent to extend the period of limitation as contemplated by Section 6229(b)(1)(B) of the Code shall be considered such a material agreement.

Section 10.4 Tax Information. Each Member shall provide the Company with any information related to such Member necessary to (i) allow the Company to comply with any tax reporting, tax withholding or tax payment obligations of the Company and (ii) establish the Company's legal entitlement to an exemption from, or reduction of, withholding tax, including U.S. federal withholding tax under Sections 1471 and 1472 of the Code.

ARTICLE XI

BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

Section 11.1 Maintenance of Books.

(a) The Board shall keep or cause to be kept at the principal office of the Company or at such other location approved by the Board complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of the Board and any other books and records that are required to be maintained by Applicable Law.

(b) The books of account of the Company shall be maintained on the basis of a fiscal year that is the calendar year and on an accrual basis in accordance with GAAP, consistently applied.

Section 11.2 Reports and Inspection. (a) So long as a Member has a Sharing Ratio of at least 1%, the Board shall cause to be prepared and delivered to each Member (in the case of the Lenders, to the Class A-II Representative) such reports, forecasts, studies, budgets and other information as the Member (in the case of the Lenders, to the Class A-II Representative) may reasonably request from time to time, including periodic financial statements (not less than quarterly) and access to all operating and financial data provided to the senior lenders of the Company or any Person in the Partnership Group; provided, however, that this Section 11.2 shall not obligate the Company to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database).

(b) The Company shall permit each of EIG, Tailwater and the Lenders (in the case of the Lenders, acting through the Class A-II Representative) and any other Member that has a Sharing Ratio of at least 10%, at such Member's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Member; provided, however, that the Company shall not be obligated pursuant to this Section 11.2(b) to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form acceptable to the Company) or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel.

(c) At the request of a Designating Party, the Company will, and will cause its Subsidiaries to, enter into a management rights letter in form and substance satisfactory to such Designating Party and the Company, at the cost and expense of such requesting party.

Section 11.3 Bank Accounts. Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board. All withdrawals from any such depository shall be made only as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE XII

DISSOLUTION, WINDING-UP, TERMINATION AND CONVERSION

Section 12.1 Dissolution.

(a) The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a "***Dissolution Event***"):

(i) the unanimous consent of the Designating Parties; or

(ii) entry of a decree of judicial dissolution of the Company under the Act; or

(iii) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act or this Agreement.

(b) No other event shall cause a dissolution of the Company.

(c) Upon the occurrence of any event that causes there to be no Members of the Company, to the fullest extent permitted by law, the personal representative of the last remaining Member is hereby authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of a personal representative of a Member or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of such Member in the Company.

(d) Notwithstanding any other provision of this Agreement, the Bankruptcy of a Member shall not cause such Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution.

Section 12.2 Winding-Up and Termination.

(a) On the occurrence of a Dissolution Event, the Board shall act as, or alternatively appoint, a liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of winding up shall be borne as a Company expense. The steps to be accomplished by the liquidator are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last Day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the liquidator shall discharge from Company funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in winding up or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent, conditional and unmatured liabilities in such amount and for such term as the liquidator may reasonably determine); and

(iii) all remaining assets of the Company shall be distributed to the Members as follows:

(A) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of Article VI;

(B) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(C) Company property (including cash) shall be distributed among the Members in accordance with Section 6.2; and, to the extent practicable, those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 Days after the date of the liquidation); provided, however, that notwithstanding the foregoing provisions of clauses (A), (B) and (C) immediately above, if the obligation to maintain Capital Accounts has been suspended under Section 13.13 of this Agreement, no allocations shall be made and all Company property shall be distributed to the sole Member.

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 12.2 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

Section 12.3 Deficit Capital Accounts. No Member will be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in the Member's Capital Account ("***Deficit Capital Account***").

Section 12.4 Certificate of Cancellation. On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate, except as may be otherwise provided by the Act or by Applicable Law.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

Section 13.2 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "***Notices***") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered personally, by reputable overnight delivery service or other courier with charges prepaid, by certified mail, postage prepaid and return receipt requested, or by facsimile transmission or Email that is confirmed by another writing, sent to the appropriate address set forth below:

To the Company:

Southcross Holdings GP LLC
1700 Pacific Avenue, Suite 2900
Dallas, Texas 75201
Telephone: (214) 979-3200
Fax: (214) 979-3710
Attention: General Counsel

To EIG:

EIG BBTS Holdings, LLC
c/o EIG Management Company, LLC
333 Clay Street, Suite 3500
Houston, Texas 77002
Fax: (713) 615-7468
Attention: Matthew Hartman

To Tailwater:

TW Southcross Aggregator LP
c/o Tailwater Capital LLC
300 Crescent Court
Suite 200
Dallas, Texas 75201
Fax: (214) 292-8562
Attention: Jason H. Downie

To Class A-II Representative (on behalf of any Lender):

At the address of Class A-II Representative on file with the Partnership.

All such Notices shall be deemed to have been duly given, (a) as of the date of delivery, if delivered personally or by overnight delivery service or other courier, (b) on the date receipt is acknowledged, if delivered by certified mail, and (c) upon the date on which the transmission is separately confirmed in writing, if delivered by facsimile or Email. A party may change its address for notice by notice to the other parties in the manner set forth above.

Section 13.3 Entire Agreement; Superseding Effect. This Agreement constitutes the entire agreement of the Members relating to the Company and the transactions contemplated hereby, and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members with respect to the Company, whether oral or written.

Section 13.4 Effect of Waiver or Consent. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has run.

Section 13.5 Amendment or Restatement. Subject to the right of the Board to amend this Agreement as expressly provided herein, this Agreement may be amended or restated only by a written instrument executed by all Members; provided, however, that notwithstanding anything to the contrary contained in this Agreement, each Member agrees that the Board, without the approval of any Member, may amend any provision of the Delaware Certificate and this Agreement, and may authorize any Officer to execute, swear to, acknowledge, deliver, file and record any such amendment and whatever documents may be required in connection therewith, to reflect any change that does not require consent or approval (or for which such consent or approval has been obtained) under this Agreement or does not adversely affect the rights of the Members.

Section 13.6 Binding Effect. This Agreement is binding on and shall inure to the benefit of the Members and, subject to the restrictions on Dispositions set forth in this Agreement, their respective successors and permitted assigns.

Section 13.7 Governing Law; Severability. This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware, excluding any conflict-of-laws rule or principle (whether under the laws of Delaware or any other jurisdiction) that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or its application to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby, and such provision will be enforced to the greatest extent permitted by law.

Section 13.8 Consent to Jurisdiction; Waiver of Jury Trial. THE COMPANY AND THE PARTIES HERETO VOLUNTARILY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA IN DALLAS COUNTY, TEXAS OVER ANY DISPUTE BETWEEN OR AMONG THE PARTIES OR THE COMPANY AND THE PARTIES ARISING OUT OF THIS AGREEMENT, IN EACH CASE OTHER THAN A DISPUTE SUBJECT TO SECTION 13.9, AND THE COMPANY AND EACH PARTY IRREVOCABLY AGREES THAT ALL SUCH CLAIMS IN RESPECT OF SUCH DISPUTE SHALL BE HEARD AND DETERMINED IN SUCH COURTS. THE COMPANY AND THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. THE COMPANY AND EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

Section 13.9 Dispute Resolution.

(a) Any dispute, controversy or claim, of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to the Company, its business or to this Agreement or the obligations of the parties hereunder, including without limitation, any dispute as to the existence, validity, construction, interpretation, negotiation, performance, non-performance, breach, termination or enforceability of this Agreement (in each case, a "***Dispute***") shall be resolved solely and exclusively in accordance with the procedures specified in this Section 13.9. The parties shall attempt in good faith to settle any Dispute by mutual discussions within thirty (30) days after the date that one party gives notice to the other parties of such a Dispute. If the Dispute is not resolved within such thirty (30) day period, any party may refer the Dispute to arbitration and the Dispute shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect (the "***Rules***"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in Dallas, Texas, and presided over by three arbitrators. The party giving notice of the Dispute shall appoint one arbitrator, and the other parties to the Dispute shall appoint one arbitrator. The two appointed arbitrators shall together appoint a third arbitrator. If the appointed arbitrators fail to appoint the third arbitrator within thirty (30) days after their appointment, then the third arbitrator shall be selected in accordance with the Rules. The parties to such Dispute and the Company shall execute such engagement and indemnity agreements as the arbitrators shall require. Notwithstanding this agreement to arbitrate Disputes, any party to a Dispute may apply to a court sitting on Dallas, Texas, for temporary restraining orders, temporary injunctive relief or other interim measures pending arbitration. No court other than a court sitting in Dallas, Texas, shall have authority or jurisdiction to enter temporary restraining orders, temporary injunctive relief or other interim orders pending arbitration, and no party to a Dispute shall make any application for interim orders to any court other than a court sitting in Dallas, Texas. The arbitrators shall award costs, attorneys' fees and expert witness fees to the prevailing party or parties. The arbitrators may not award indirect, consequential, special or punitive damages, and recovery of any such damages in any Dispute is hereby waived. The award rendered by the arbitrators shall be final and binding, subject only to grounds and procedures for vacating or modifying the award under the Federal Arbitration Act, 9 U.S.C. §§ 1 et. seq.

(b) To the extent that any party hereto (including assignees of any party's rights or obligations under this Agreement) may be entitled, in any jurisdiction, to claim for itself or its revenues, assets or properties, immunity from service of process, from suit, from the jurisdiction of any court, from an interlocutory order or injunction or the enforcement of the same against its property in such court, from attachment prior to judgment, from attachment in aid of execution of an arbitral award or judgment (interlocutory or final), or from any other legal process, and to the extent that, in any such jurisdiction there may be attributed such immunity (whether claimed or not), each party hereto hereby irrevocably agrees not to claim, and hereby irrevocably waives, such immunity.

(c) This agreement to arbitrate shall be binding upon the successors, assignees and any trustee or receiver of any party.

Section 13.10 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

Section 13.11 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

Section 13.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

Section 13.13 Suspension of Certain Provisions If Only One Member.

(a) The following definitions in Article I of this Agreement shall be suspended and shall have no force or effect at any time that there is only one Member of the Company:

(i) "***Adjusted Capital Account Deficit***;"

(ii) "***Capital Account***;"

(iii) "***Depreciation***;"

(iv) "***Gross Asset Value***;"

(v) "***Profits***" and "***Losses***;" and

(vi) "***Tax Matters Member***."

(b) The following provision of this Agreement shall be suspended and shall have no force or effect at any time that there is only one Member of the Company:

(i) Section 3.6 (Notice);

(ii) Section 4.1 (General Restriction);

(iii) Section 5.4 (Capital Accounts);

(iv) Section 6.3 (Allocations);

(v) Section 6.4 (Varying Interests);

(vi) Section 6.5 (Withheld Taxes); and

(vii) Section 10.3 (Tax Matters Member).

[**Signature Page Follows**]