

STANDARD UTILITY AGREEMENT

County: Fort Bend
Project No.: TxDOT CSJs 1415-03-010 & 0543-03-067
Project Title: Crabb River Rd from Rabbs Bayou to just S of LCISD Complex
Southcross Gulf Coast Transmission Ltd. Pipeline Adjustment
Project Description: Cut & cap existing 16" steel natural gas pipeline crossing the existing and proposed
Crabb River Road (FM 762)

This Standard Utility Agreement (this "Agreement") by and between Fort Bend County, Texas ("**County**"), acting by and through its Commissioners Court and duly authorized official, and Southcross Gulf Coast Transmission Ltd., a Texas limited partnership ("**Owner**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of **County**.

WHEREAS, County and the **State of Texas** have determined that it is necessary to make certain improvements to Crabb River Road, which said changes are generally described as follows: Roadway Improvements, which will be subject to the approval of the Federal Highway Administration; and

WHEREAS, the proposed Roadway Improvements will necessitate the adjustment, removal, replacement and/or relocation of certain facilities of **Owner** as indicated in the following statement of work: casing extension for existing gasoline pipeline, according to the following schedule:

Start Date: work shall commence within thirty (30) working days after the execution of this Agreement by both parties;

Completion Date: work shall be completed within fourteen (14) days after the Start Date unless otherwise provided herein;

and such work as described more specifically in **Owner's** Plans and Specifications, Construction Cost Estimate (estimated at \$85,246.90), and Schedule of Work and Estimated Date of Completion, attached hereto as Exhibits A, B, and C, respectively. and incorporated herein for all purposes; and,

WHEREAS, Owner, has provided sufficient legal authority to **County** to establish an interest in properties affected by the above-mentioned Roadway Improvements. Said facilities are located upon such properties as indicated in Exhibit A; and

WHEREAS, County, upon receipt of evidence it deems sufficient, acknowledges **Owner's** interest in certain lands and/or facilities and determined it is appropriate to enter into an Agreement with **Owner** to govern the terms for participation in the costs of the adjustment, removal, replacement and/or relocation of certain of **Owner's** facilities located upon the lands as indicated in Exhibit A, as well as documentation of **Owner's** interest in such lands shown in Exhibit D.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties mutually agree as follows:

County will reimburse **Owner** for all reasonable and necessary eligible costs incurred in the adjustment and/or relocation of **Owner's** facilities to the extent authorized under 23 CFR Part 645, Subpart A. **County's** participation shall consist of one hundred percent (100%) of the eligible cost of the adjustment, removal, replacement and/or relocation.

Owner agrees that the method to be used to develop the adjustment, removal, replacement and/or eligible relocation costs shall be the actual direct and related indirect eligible costs accumulated in accordance with an established accounting procedure developed by **Owner** and approved by **County**.

Subject to the participation percentage of one hundred percent (100%) as set out above, **County** will, upon satisfactory completion of the adjustment, removal, replacement and/or relocation, and upon receipt of a final billing prepared in the form and manner prescribed by Federal regulations, make payment in the amount of one hundred percent (100%) of the eligible costs as shown in the final billing.

Reasonable and necessary bills for work completed herein shall be submitted to County not later than ninety (90) days after completion of the work. Upon receipt of the final billing and conclusion of the audit, County agrees to pay Owner one hundred percent (100%) of the eligible costs as indicated. County shall make payment within forty-five (45) days of acceptance of the final billing.

Unless an item below is stricken and initialed by County and Owner, this Agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans and Specifications (Exhibit A);
3. Construction Cost Estimate (Exhibit B);
4. Schedule of Work and Estimated Date of Completion (Exhibit C);
5. Supporting Documentation (Exhibit D).

In the event there is a substantial change for the statement of work contained in Exhibit A, reimbursement is limited to the amount approved pursuant to this Agreement and its attached exhibits unless written approval is obtained from the County. All changes shall be documented on Owner's "as-built" plans supplied to County. County shall reimburse Owner for any additional cost or expense resulting from any delays waiting for County's written approval.

Upon execution of this Agreement, County will, by written notice, authorize Owner to proceed with the necessary adjustment, removal, replacement and/or relocation, and Owner agrees to prosecute such work diligently in accordance with Owner's plans. Owner shall provide County with forty-eight (48) hours written notice prior to proceeding with the adjustment, removal, replacement and/or relocation and agrees to proceed in such a manner that, based on the Schedule provided by County, will not result in avoidable delay or interference with County's roadway construction. Should Owner by its actions cause interference or delay resulting in the imposition of damages upon the County by a third party, Owner agrees to be responsible for said damages. Such authorization to proceed shall constitute notice on the part of County that the relocation, removal, replacement and/or adjustment has been included in an approved program as an item of right of way acquisition, that a project agreement which includes the work has or will be executed, and that the utility relocation, removal, replacement and/or adjustment will be required by the final approved project agreement and plans.

Owner will retain records of such eligible costs in accordance with the provisions of 23 CFR 645, Subpart A.

Owner acknowledges to and for the benefit of County and the State of Texas that it understands the project under this Agreement is eligible for Federal-aid highway funds, and as such, requires that all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy America Requirements"), including iron, steel, and manufactured goods provided by the Owner pursuant to this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from County directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor reasonably considers relevant to the investigation or audit.

Owner, by execution of this Agreement, does not waive any rights to which Owner may legally have within the limits of the law.

This Agreement is subject to cancellation by the County and any time up to the date that work under this Agreement has been authorized. County shall reimburse Owner one hundred percent (100%) of all reasonable and necessary cost incurred by Owner up to the date of receipt of Notice of Cancellation including any demobilization, cancellation or other similar costs resulting from such cancellation.

The County Auditor may conduct an audit or investigation of any entity receiving funds from the County directly under the Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the County Auditor, to conduct an audit or investigation in connection with those funds.

It is expressly understood that Owner conducts the adjustment, removal, replacement and/or relocation at its

own risk, and that the **Owner** agrees to indemnify and hold the **County** harmless for damage to existing facilities caused by the **Owner's** conduct. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

OWNER

Utility: SOUTHCROSS GULF COAST TRANSMISSION LTD.

By: Southcross Energy GP LLC,
its general partner _____

By: _____


Joel Maxley, Senior Vice President, COO

Date: _____


May 18, 2018

EXECUTION RECOMMENDED:

COUNTY

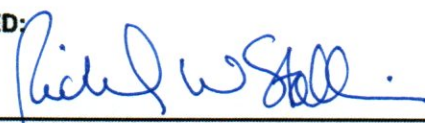
By: _____
Robert E. Hebert, County Judge

Date: _____

ATTEST:

By: _____
Laura Richard, County Clerk

APPROVED:

By:  _____
Richard W. Stolleis, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

By: _____
Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Plans and Specifications

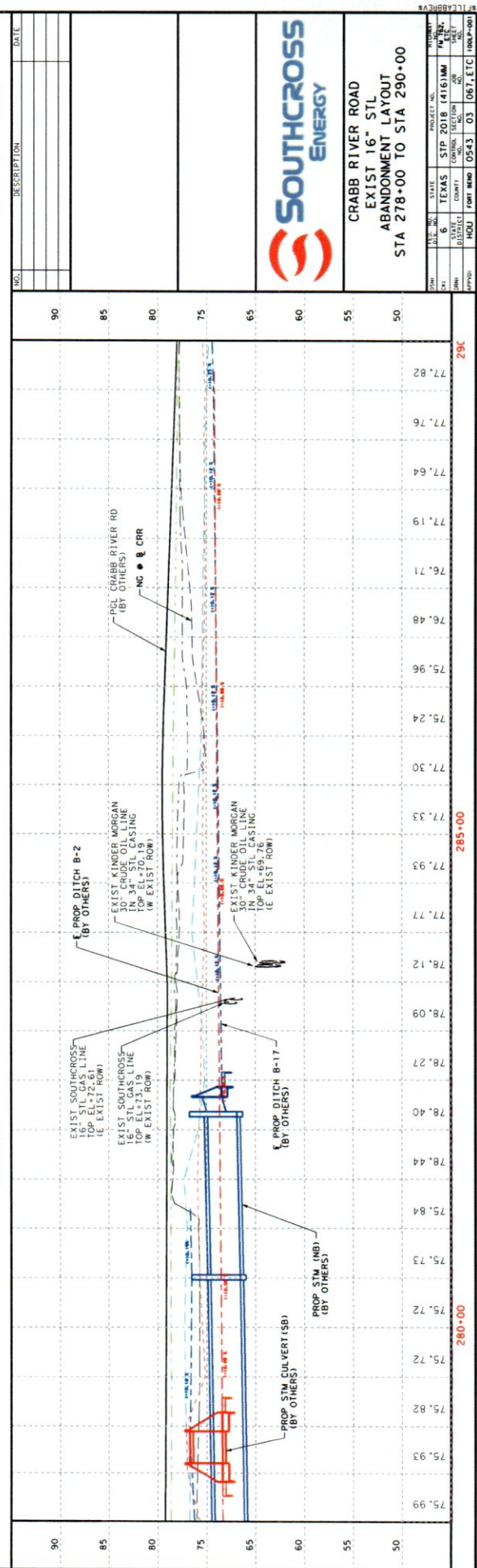
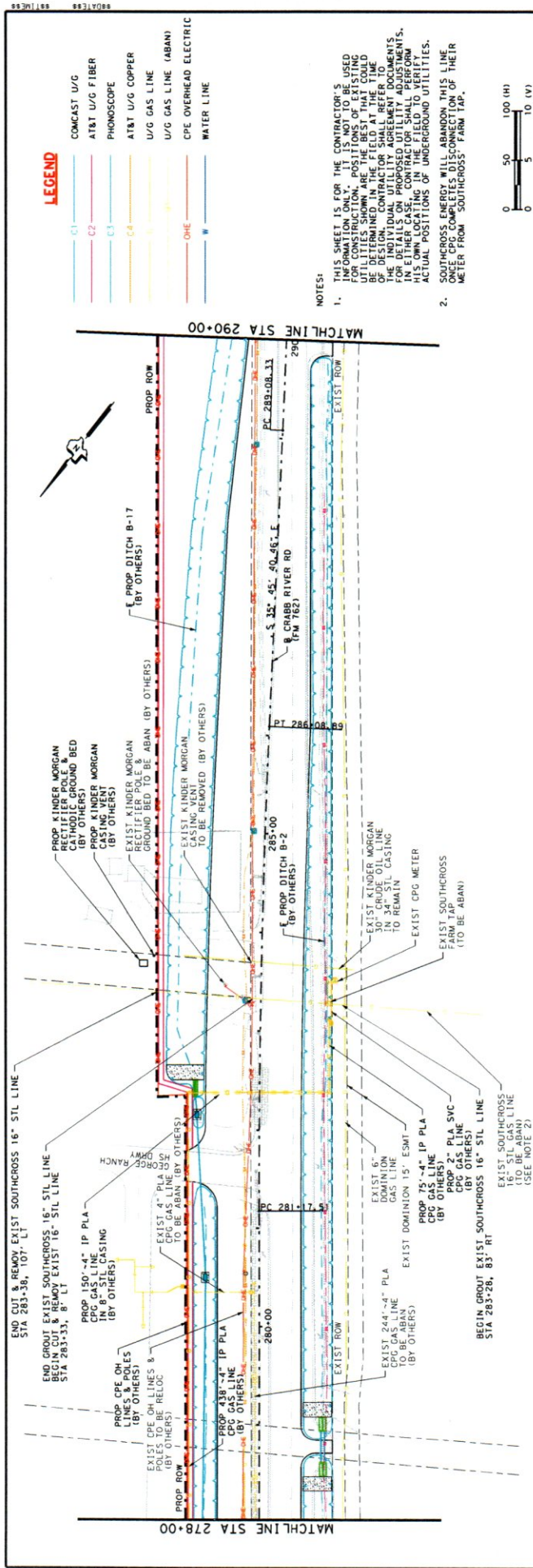


EXHIBIT B

Construction Cost Estimate

TxDOT

Crabb River Rd./FM 762 - Abandonment			
		Labor	
Southcross Energy LLP - Labor			
Project Manager (Webb Bishop)	25 days at \$ 1000.00 per day	\$	25,000.00
Travel and Expense		\$	2,500.00
Inspection	16 days at \$ 900.00 per day	\$	14,400.00
Southcross Energy LLP - Labor		\$	41,900.00
Cinch Services - Labor			
Mobilize		\$	1,500.00
Dig up existing Cap in crop land for blow down.		\$	3,500.00
Blow down line		\$	3,500.00
Dig up line on West side of FM 762, cap both ends.		\$	10,000.00
dig up and cut out line next to school, haul off pipe.		\$	8,725.00
Refill aggregate for area with pipe removal (11 yards of aggregate/soil)		\$	1,500.00
Grout under Crabb River Rd./FM 762 Existing Rd (Grout Approximately 70-ft.)		\$	4,000.00
demobilize		\$	1,500.00
Total Cinch Services - Labor		\$	34,225.00
Fesco Limited - Labor			
6-inch X 50-foot Flare Stack		\$	250.00
Mob /Demob		\$	534.00
Lifting device		\$	225.00
4-inch Pipe package		\$	400.00
Operator X 1	12 hours @ \$70.00 per hour	\$	840.00
Assistant Operators - 2 @ 12 hours		\$	1,056.00
Per Diem - 3 persons at \$80.00 per day		\$	240.00
Total Fesco Services - Labor		\$	3,545.00
Material			
Provided by Contractor			
Weld Plates - in accordance with "Buy America Plan" 23USC 313 and CFR 635.410		N/C	
Provided by Southcross			
Weld Caps (Operations) - in accordance with "Buy America Plan" 23USC 313 and CFR 635.41		N/C	
Oilet (Operations)- in accordance with "Buy America Plan" 23USC 313 and CFR 635.41			
Total Project Totals Labor/Material CSO			
Project Construction Estimate			
Labor		\$	79,670.00
Materials - in accordance with "Buy America Plan" 23USC 313 and CFR 635.41		\$	-
Total		\$	79,670.00
Southcross Energy Overhead CSO (7%) (Includes legal review)		\$	5,576.90
Total Project Estimate -		\$	85,246.90

EXHIBIT C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 6/18/2018

Estimated Duration: 14 Calendar Days

Estimated Completion Date: 7/2/2018

**(Contingent to UA being executed, need 10 days to notify
contractor to start.)**

EXHIBIT D

Supporting Documentation



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 11/12)
Page 1 of 1

U-Number: U-15435

ROW CSJ Number: 0543-03-074

District: Houston

County: Fort Bend

Highway No.: FM 762

Federal Project No.: N/A

I, Joel Moxley, a duly authorized and qualified representative of Southcross Energy Partners GP, LLC, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- ☒ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State. In the best interest of both the **State** and the **Utility**, the **Utility** requests the **State** to include the plans and specifications for this work in the general contract for construction of Highway _____ in this area, so that the work can be coordinated with the other construction operations; and the construction contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.

Signature

Joel Moxley, Senior Vice President, COO

Title

Date

5/16/18



UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

Form ROW-U-JUAA
(Rev. 05/16)
Page 1 of 2

U-Number: U-15435

ROW CSJ: 0543-03-074

County: Fort Bend

District: Harris

Highway: FM 762

Federal Project No.: N/A

From: FM 762/FM 2759

Projected Highway Letting Date: _____

To: South of LCISD School on Crabb River Rd

WHEREAS, the State of Texas, ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the Southcross Energy Partners GP, LLC

("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify TxDOT at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify TxDOT promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, TxDOT shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided TxDOT is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Ju 5/18/18
Initial Date
TxDOT
Utility

Initial Date
Utility
TxDOT



* U J U A A *

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **TxDOT** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

EXECUTION RECOMMENDED:

Utility: Southcross Energy Partners GP, LLC

Director of TP&D: _____ District _____

By: Joel Moxley
Name of Utility
Authorized Signature
Joel Moxley
Print or Type Name

Title: Senior Vice President, COO

Date: May 18, 2018

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer

Date: _____

Initial _____ Date _____
TxDOT
Initial _____ Date _____
Utility

TITLE RUN SHEET

Gregory Gathering (Texas)

**SAN PATRICIO COUNTY ST CHARLES PIPELINE COMPANY AND VALLEY PIPE
LINES, INC.**

INSTRUMENTS

INSTRUMENT TYPE	DOCUMENT CAPTION	DATED AND DATE RECORDED	INSTRUMENT NUMBER OR VOLUME/PAGE	GRANTOR, LESSOR, ASSIGNOR, / GRANTEE, LESSEE, ASSIGNEE,	COMMENTS
Affidavit		4/15/2003	518121	Corpus Christi Industrial Pipeline Company, LP Texas CCNG Pipeline, LLC Corpus Christi Transmission Company LP	Merger
		5/8/2003		Crestex CCNG Transmission LTD	
Affidavit		4/25/2003	518120	Texas CCNG Gathering, LLC	Merger
		5/8/2003		Crestex CCNG Gathering LTD	
Articles of Merger		5/18/2001	500628	Corpus Christi Transmission Company, LP	Merger
		12/6/2001		Corpus Christi Transmission Corpus Christi Industrial Pipeline Texas CCNG Pipeline LLC	
Assignment and Bill of Sale		12/31/1995	438355	Houston Pipeline Company	
		1/6/1996		Corpus Christi Gas Marketing LP	
Assumed Name Certificate		6/4/1990	7006700	Houston Gas Marketing	
				Houston Natural Gas Company	
Articles of Merger		12/28/1989	3577953	Valley Pipelines, Inc.	Merger
		12/29/1989		Houston Pipeline Company	
Articles of Merger		10/1/1987	00000001238	Houston Natural Gas Corporation	Merger
		10/1/1987		Houston Pipe Line Company	

Deed of Trust		12/1/1960	141630	Border Pipeline Company	
		1/4/1961		Charles Sapp, Trustee, Western Natural Gas	
Conveyance		1/12/1960		St. Charles pipe Line Company	Surrender and cancellation of stock.
		1/4/1960		Western Natural Gas	

CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Wilmington
Suite 400
2711 Centerville Road
Wilmington, DE 19808
800-927-9800
302-636-5454 (Fax)

Matter# Not Provided

Project Id :

Order# 089774-30

Order Date 08/06/2009

Entity Name:	CROSSTEX GULF COAST TRANSMISSION LTD.
Jurisdiction:	TX - Secretary of State
Request for:	Amendment/Correction/Restated/Designation Filing
File#:	13963010
File Date:	08/06/2009
Result:	Filed

Ordered by NICHOLAS G. PETERS at GARDERE WYNNE SEWELL LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Brian Bartnicki
bbartnic@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

August 16, 2009

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company
701 Brazos, Suite 1050
Austin, TX 78701 USA

RE: Southcross Gulf Coast Transmission Ltd.
File Number: 13963010
File Date: 08/06/2009

It has been our pleasure to file the restated certificate for the referenced entity. Enclosed is the certificate evidencing filing. This letter acknowledges payment of the filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure



Office of the Secretary of State

**RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

**Southcross Gulf Coast Transmission Ltd.
13963010**

[formerly: CROSSTEX GULF COAST TRANSMISSION LTD.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Restated Certificate for the above named Limited Partnership has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 08/06/2009
Effective: 08/06/2009



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

FILED
In the Office of the
Secretary of State of Texas
AUG 06 2009

**SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CROSSTEX GULF COAST TRANSMISSION LTD.**

Corporations Section

Pursuant to the provisions of Articles 2.02 and 2.10 of the Texas Revised Limited Partnership Act (the "*Act*"), Crosstex Gulf Coast Transmission Ltd., a Texas limited partnership (the "*Partnership*"), hereby adopts this Second Amended and Restated Certificate of Limited Partnership of the Partnership (the "*Restated Certificate*") which accurately copies the Amended and Restated Certificate of Limited Partnership of the Partnership, dated December 12, 2002 (the "*Certificate*"), and all amendments thereto that are in effect to date and as further amended by such Restated Certificate, as hereinafter set forth, and which contains no other change in any provision thereof. This Restated Certificate has been duly executed and is being filed in accordance with the provisions of the Act.

ONE. The name of the Partnership is Crosstex Gulf Coast Transmission Ltd.

TWO. The following amendments of the Certificate have been adopted by the Partnership:

Paragraph 1 of the Certificate is hereby amended to read in its entirety as follows:

"1. The name of the Partnership is Southcross Gulf Coast Transmission Ltd."

Paragraph 2 of the Certificate is hereby amended to read in its entirety as follows:

"2. The address of the registered office of the Partnership in the State of Texas is 701 Brazos St., Suite 1050, Austin, Texas 78701, and the name of the registered agent for service of process on the Partnership at such address is Corporation Service Company."

Paragraph 3 of the Certificate is hereby amended to read in its entirety as follows:

"3. The name and address of the general partner of the Partnership is Southcross Energy GP LLC, 1700 Pacific Ave., Suite 2900, Dallas, Texas 75201."

Paragraph 4 of the Certificate is hereby amended to read in its entirety as follows:

"4. The address of the principal office of the limited partnership in the United States where records are to be kept or made available under section 1.07 of the Act is 1700 Pacific Ave., Suite 2900, Dallas, Texas 75201."

THREE. The Certificate and all amendments and supplements thereto that are in effect to date are hereby superseded by the following Restated Certificate which accurately copies the entire text thereof and as amended as above set forth:

1. The name of the Partnership is Southcross Gulf Coast Transmission Ltd.
2. The address of the registered office of the Partnership in the State of Texas is 701 Brazos St., Suite 1050, Austin, Texas 78701, and the name of the registered agent for service of process on the Partnership at such address is Corporation Service Company.
3. The name and address of the general partner of the Partnership is Southcross Energy GP LLC, 1700 Pacific Ave., Suite 2900, Dallas, Texas 75201.
4. The address of the principal office of the limited partnership in the United States where records are to be kept or made available under section 1.07 of the Act is 1700 Pacific Ave., Suite 2900, Dallas, Texas 75201.

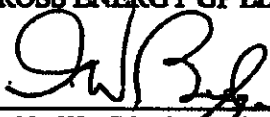
FOUR. In accordance with Section 2.10 of the Act, this Restated Certificate shall be effective at the time it is filed with the Secretary of State of the State of Texas.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned general partner of the Partnership has duly executed this Restated Certificate as of the 6th day of August, 2009.

SOUTHCROSS ENERGY GP LLC

By:



David W. Biegler, Chairman and Chief
Executive Officer