UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)

ENLINK MIDSTREAM PARTNERS, LP
(Name of Issuer)

Common Units, no par value
(Title of Class of Securities)

29336U107
(CUSIP Number)

Michael LaGatta
301 Commerce Street, Suite 3300
Fort Worth, TX 76102
(817) 871-4000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 3, 2017
(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 §240.13d-7(b) for other parties to whom copies are to be sent.

(Continued on following pages)

*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 Enfield Holdings Advisors, Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 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 54,312,781 (See Items 3, 4 and 5)*
		9	SOLE DISPOSITIVE POWER - 0 -
		10	SHARED DISPOSITIVE POWER 54,312,781 (See Items 3, 4 and 5)*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 54,312,781 (See Items 3, 4 and 5)*		
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) 13.7% (See Item 5)**		
14	TYPE OF REPORTING PERSON CO		

* Common Units outstanding as of February 8, 2017, as set forth in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Securities and Exchange Commission (the "Commission") on February 15, 2017, and (ii) 54,312,781 Common Units deliverable upon conversion of the Series B Preferred Units reported herein.

** The calculation is based on the 397,195,606 Common Units of the Issuer outstanding, which includes (i) 342,882,825 Common Units outstanding as of February 8, 2017, as set forth in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Securities and Exchange Commission (the "Commission") on February 15, 2017, and (ii) 54,312,781 Common Units deliverable upon conversion of the Series B Preferred Units reported herein.

1	NAMES OF REPORTING PERSONS Enfield Holdings, L.P.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS (see instructions) OO (See Item 3)		
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 54,312,781 (See Items 3, 4 and 5)*
		9	SOLE DISPOSITIVE POWER -0-
		10	SHARED DISPOSITIVE POWER 54,312,781 (See Items 3, 4 and 5)*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 54,312,781 (See Items 3, 4 and 5)*		
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) 13.7% (See Item 5)**		
14	TYPE OF REPORTING PERSON PN		

* Reflects 54,312,781 Common Units of the Issuer issuable upon the conversion of 54,312,781 Series B Preferred Units of Issuer. The Series B Preferred Units are convertible on a one-for-one basis as described herein.

** The calculation is based on the 397,195,606 Common Units of the Issuer outstanding, which includes (i) 342,882,825 Common Units outstanding as of February 8, 2017, as set forth in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Commission on February 15, 2017, and (ii) 54,312,781 Common Units deliverable upon conversion of the Series B Preferred Units reported herein.

This Amendment No. 1 (the "Amendment") amends and supplements the Schedule 13D filed by the Reporting Persons on January 19, 2016 (the "Original Schedule 13D" and, as amended and supplemented by this Amendment, the "Schedule 13D") with respect to the Common Units of the Issuer. Capitalized terms used in this Amendment and not otherwise defined shall have the same meanings ascribed to them in the Original Schedule 13D.

Item 2. Identity and Background.

This Amendment amends and restates the second paragraph of Item 2 of the Original Schedule 13D in its entirety as set forth below.

"Enfield Holdings Advisors is the general partner of Enfield Holdings, which directly holds 54,312,781 Series B Preferred Units."

Item 4. Purpose of Transaction.

This Amendment amends and restates the eighth paragraph of Item 4 of the Original Schedule 13D in its entirety as set forth below.

"***Amended and Restated Coordination Agreement***

The Amended and Restated Coordination and Securityholders' Agreement, dated as of March 3, 2017 (the "Coordination Agreement"), by and among Enfield Holdings, Enfield Holdings Advisors, WSEP Egypt Holdings, LP, WSIP Egypt Holdings, LP (together with WSEP Egypt Holdings, LP, and each of their affiliates, the "GS Investors"), TPG VII Egypt Finance, LLC, a Delaware limited liability company ("TPG VII Egypt Finance") and TPG Advisors VII, Inc. (together with TPG VII Egypt Finance and each of their affiliates, the "TPG Investors" and together with the GS Investors, the "Investors") sets forth certain agreements, including with respect to governance, transfer restrictions, the purchase of additional securities, the exercise of rights under the Registration Rights Agreement and certain other matters."

This Amendment amends and restates the tenth paragraph of Item 4 of the Original Schedule 13D in its entirety as set forth below.

"The Coordination Agreement generally restricts any transfers of any Partnership Securities, Series B Preferred Units, converted Common Units or common stock of Enfield Holdings Advisors (collectively, the "Securities") by any Investor, except (i) transfers to an affiliate of that Investor, so long as that transferee remains an affiliate following the transfer and (ii) transfers pursuant to foreclosure by a lender on such Securities pursuant to any loan agreement to which such Investor is a party and such Securities are pledged as collateral. If any Investor wishes to transfer any Securities to anyone else, that Investor is subject to the other Investors' right of first offer (in the case of Partnership Securities, shares of common stock or Series B Preferred Units to address a regulatory concern) and tag-along rights. Enfield Holdings Advisors has a call right to acquire all of the shares of common stock of Enfield Holdings Advisors owned by any Investor and their affiliates who collectively cease to own 10% of the issued and outstanding Partnership Securities for the aggregate purchase price paid for such shares."

Item 5. Interest in Securities of the Issuer.

This Amendment amends and restates the second and third paragraphs of Item 5 of the Original Schedule 13D in their entirety as set forth below.

" (a)-(b) The following disclosure assumes there are a total of 397,195,606 Common Units outstanding, which includes (i) 342,882,825 Common Units outstanding as of February 8, 2017, as set forth in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the Commission on February 15, 2017, and (ii) 54,312,781 Common Units deliverable upon conversion of the Series B Preferred Units reported herein.

Pursuant to Rule 13d-3 under the Act, the Reporting Persons may be deemed to beneficially own 54,312,781 Common Units, which constitutes approximately 13.7% of the outstanding Common Units."

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

This Amendment amends and restates Item 6 of the Original Schedule 13D by adding the paragraphs set forth below immediately after the first paragraph.

"**Margin Loan Facility**

TPG VII Egypt Finance, as borrower (the "Borrower"), entered into (i) a Margin Loan Agreement (the "Loan Agreement"), dated as of March 3, 2017 (the "Loan Closing Date") with JP Morgan Chase Bank, N.A., London Branch, as lender (the "Lender"), and (ii) a Pledge and Security Agreement (the "Borrower Security Agreement"), dated as of the Loan Closing Date with the Lender, pursuant to which the Borrower pledged all of its Class A Units of Enfield Holdings and its rights under the Second Amended and Restated Agreement of Limited Partnership of Enfield Holdings, dated as of March 3, 2017, as collateral to secure repayment of amounts outstanding under the Loan Agreement. As of the Loan Closing Date, Enfield Holdings entered into (i) a Guarantor Pledge and Security Agreement (the "Guarantor Pledge Agreement" and, collectively with the Borrower Security Agreement, the "Pledge Agreements") with the Lender, pursuant to which Enfield Holdings pledged the Borrower's 26,666,667 Series B Preferred Units, and any Common Units into which such Series B Preferred Units are converted, and the Borrower's rights under the Issuer LPA and the Registration Rights Agreement, as collateral to secure repayment of amounts outstanding under the Loan Agreement (the "Guarantor Collateral"), and (ii) a non-recourse Guarantee (the "Guarantee" and, collectively with the Loan Agreement and the Borrower Security Agreement, the "Loan Documents") with the Lender, pursuant to which Enfield Holdings unconditionally guarantees the obligations payable by the Borrower under the Loan Agreement in an amount not to exceed the Guarantor Collateral.

The loans mature on or about March 3, 2022. Upon the occurrence of certain events that are customary for this type of loan, the Lender may exercise its rights to require the Borrower to pre-pay the loan proceeds, post additional collateral, or foreclose on, and dispose of, the pledged Series B Preferred Units and pledged Common Units in accordance with the Loan Documents.

References to and descriptions of the Guarantee set forth above are not intended to be complete and are qualified in their entirety by reference to the full text of the Guarantee, which is filed as an exhibit hereto and is incorporated by reference herein."

Item 7. Material to be Filed as Exhibits.

This Amendment amends and restates Item 7 of the Original Schedule 13D in its entirety as set forth below:

"Exhibit No.

1. Agreement of Joint Filing, as required by Rule 13d-1-(k)(1) under the Act, dated January 19, 2016, by and between Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 1 of the Schedule 13D of Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. relating to the Issuer filed on January 19, 2016).

2. Convertible Preferred Unit Purchase Agreement, dated December 6, 2015, by and between EnLink Midstream Partners, LP and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K of the Issuer, filed on December 7, 2015).

3. Coordination and Securityholders' Agreement, dated as of January 7, 2016, by and among Enfield Holdings, L.P., Enfield Holdings Advisors, Inc. and each person set forth on Schedule I thereto (incorporated herein by reference to Exhibit 3 of the Schedule 13D of Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. relating to the Issuer filed on January 19, 2016).

4. Registration Rights Agreement, dated as of January 7, 2016, by and between EnLink Midstream Partners, LP and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K of the Issuer filed on January 12, 2016).

5. Eighth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP, dated as of January 7, 2016, together with any other persons who become partners in the partnership (incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K of the Issuer filed on January 12, 2016).

6. Amended and Restated Coordination and Securityholders' Agreement, dated as of March 3, 2017, by and among Enfield Holdings, L.P., Enfield Holdings Advisors, Inc. and each person set forth on Schedule I thereto.

7. Guarantee Agreement, dated as of March 3, 2017, by and among Enfield Holdings, L.P. and JPMorgan Chase Bank, N.A., London Branch."

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.

Dated: March 7, 2017

Enfield Holdings Advisors, Inc.

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

Enfield Holdings, L.P.

By: Enfield Holdings Advisors, Inc.,
its general partner

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

This Amendment amends and restates Schedule I of the Original Schedule 13D in its entirety as set forth below.

"**SCHEDULE I**

All titles apply to both of the Reporting Persons unless otherwise indicated.

Name	Title
Scott Lebovitz**	Director (Enfield Holdings Advisors)
Michael LaGatta*	Director (Enfield Holdings Advisors) and Vice President
Ken Murphy*	Vice President
Clive Bode*	Vice President and Secretary
Joann Harris*	Chief Compliance Officer
Steven A. Willmann*	Treasurer
Martin Davidson*	Chief Accounting Officer

* Addresses are c/o TPG Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102. All are citizens of the United States of America.
**Address is c/o Goldman, Sachs & Co., 200 West Street, New York, NY 10282. Mr. Lebovitz is a citizen of the United States of America."

INDEX TO EXHIBITS

1. Agreement of Joint Filing, as required by Rule 13d-1-(k)(1) under the Act, dated January 19, 2016, between Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 1 of the Schedule 13D of Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. relating to the Issuer filed on January 19, 2016).

2. Convertible Preferred Unit Purchase Agreement, dated December 6, 2015, by and between EnLink Midstream Partners, LP and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K of the Issuer, filed on December 7, 2015).

3. Coordination and Securityholders' Agreement, dated as of January 7, 2016, by and among Enfield Holdings, L.P., Enfield Holdings Advisors, Inc. and each person set forth on Schedule I thereto (incorporated herein by reference to Exhibit 3 of the Schedule 13D of Enfield Holdings Advisors, Inc. and Enfield Holdings, L.P. relating to the Issuer filed on January 19, 2016).

4. Registration Rights Agreement, dated as of January 7, 2016, by and between EnLink Midstream Partners, LP and Enfield Holdings, L.P. (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K of the Issuer filed on January 12, 2016).

5. Eighth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP, dated as of January 7, 2016, by and among EnLink Midstream GP, LLC, together with any other persons who become partners in the partnership (incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K of the Issuer filed on January 12, 2016).

6. Amended and Restated Coordination and Securityholders' Agreement, dated as of March 3, 2017, by and among Enfield Holdings, L.P., Enfield Holdings Advisors, Inc. and each person set forth on Schedule I thereto.

7. Guarantee Agreement, dated as of March 3, 2017, by and among Enfield Holdings, L.P. and JPMorgan Chase Bank, N.A., London Branch.

Execution Version

AMENDED AND RESTATED COORDINATION AND

SECURITYHOLDERS' AGREEMENT

by and among

Enfield Holdings Advisors, Inc.

Enfield Holdings, L.P.

and

Each of the Persons set forth on Schedule I hereto

Dated as of March 3, 2017

TABLE OF CONTENTS

This **AMENDED AND RESTATED COORDINATION AND SECURITYHOLDERS' AGREEMENT** (as it may be amended from time to time in accordance with the terms hereof, this "Agreement"), dated as of March 3, 2017, is made by and among (a) Enfield Holdings Advisors, Inc., a Delaware corporation (the "Company"), (b) Enfield Holdings, L.P., a Delaware limited partnership (the "Partnership"), (c) each of the Persons listed on Schedule I hereto and (d) each other Person that subsequently becomes a party hereto pursuant to the terms hereof. Capitalized terms used and not defined herein shall have the meanings set forth in Section 1.1.

RECITALS

WHEREAS, the Company is the sole general partner of the Partnership, and the Investors are limited partners in the Partnership and shareholders in the Company;

WHEREAS, on December 6, 2015, the Partnership entered into that certain Convertible Preferred Unit Purchase Agreement (the "Purchase Agreement") with EnLink Midstream Partners, LP, a Delaware limited partnership ("ENLK"), pursuant to which the Partnership agreed to purchase from ENLK, and ENLK agreed to issue to the Partnership, Series B Preferred Units;

WHEREAS, on January 7, 2016, the Partnership entered into an Coordination and Securityholders' Agreement between the Company, the Partnership and the other parties thereto (the "Original Agreement") in order to set forth their agreement regarding certain matters with respect to their investments in the Company and the Partnership, including certain matters with respect to the governance of the Company and the Partnership, as well as the coordination of certain sales of Securities following the Closing; and

WHEREAS, the parties hereto desire to amend and restate in their entirety the terms of the Original Agreement in order to set forth their agreement regarding certain additional matters described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS.

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

"Additional Demand Right" shall have the meaning set forth in Section 6.2(a)(iii).

"Additional Series B Preferred Units" means any Series B Preferred Units or similar equity interests purchased by the Partnership pursuant to Section 5.06 of the Purchase Agreement, including any Series B PIK Preferred Units issued in kind as a distribution on any such Series B Preferred Units or similar equity interests.

"Affiliate" means, with respect to any specified Person, any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person; provided, however, that (a) the Company and each of its subsidiaries shall be deemed not to be Affiliates of any Investor, (b) none of the TPG Investors shall be deemed to be Affiliates of any of the GS Investors and (c) none of the GS Investors shall be deemed to be Affiliates of any TPG Investors. As used in this definition, the term "control" means the possession, directly or indirectly, 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.

"Agreement" shall have the meaning set forth in the preamble.

"Amended Bylaws" means the amended and restated bylaws of the Company, in the form attached hereto as Exhibit A.

"Amended Charter" means the amended and restated certificate of incorporation of the Company, in the form attached hereto as Exhibit B.

"Board of Directors" means the board of directors of the Company, as duly constituted in accordance with this Agreement.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York.

"Call Notice" shall have the meaning set forth in Section 7.5.

"Call Right" shall have the meaning set forth in Section 7.5.

"Class A Units" means the "Class A Units" as defined in the Partnership Agreement.

"Closing" shall have the meaning set forth in Section 2.1.

"Closing Date" means the date on which the Closing occurs.

"Common Stock" means the Common Stock, par value $0.01 per share, of the Company, any securities into which such Common Stock shall have been changed or any securities resulting from any reclassification or recapitalization of such Common Stock.

"Company" shall have the meaning set forth in the preamble.

"Deadlock" shall have the meaning set forth in Section 8.1.

"Designated Directors" shall have the meaning set forth in Section 4.1.

"Director" means a member of the Board of Directors.

"Disposing Investor" shall have the meaning set forth in Section 7.3(a).

"Dispute" shall have the meaning set forth in Section 8.1.

"ENLK" shall have the meaning set forth in the recitals.

"ENLK Common Units" means the "Common Units" as defined in the ENLK Partnership Agreement.

"ENLK Partnership Agreement" means the Eighth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP, dated as of January 7, 2016, as it may be amended or supplemented from time to time.

"ENLK Units" means the Series B Preferred Units and any ENLK Common Units into which such Series B Preferred Units have converted pursuant to the ENLK Partnership Agreement; provided, however, that ENLK Units shall not include any Additional Series B Preferred Units or any ENLK Common Units into which such Additional Series B Preferred Units have converted unless such Additional Series B Preferred Units were purchased from ENLK by the Partnership.

"Foreclosure Proceeding" means a "Foreclosure Proceeding" as defined in the Partnership Agreement.

"Foreclosure Transfer" means a "Foreclosure Transfer" as defined in the Partnership Agreement.

"GS Investors" means WSEP Egypt Holdings, LP, a Delaware limited partnership, WSIP Egypt Holdings, LP, a Delaware limited partnership, and each of their Permitted Transferees, collectively, and "GS Investor" means any of them, individually.

"GS Designee" shall have the meaning set forth in Section 4.1.

"Initial Demand Right" shall have the meaning set forth in Section 6.2(a)(i).

"Initial Registration Statement" shall have the meaning set forth in Section 6.2(a)(i).

"Investors" means the GS Investors and the TPG Investors, collectively, and "Investor" means either the GS Investors, taken together, or the TPG Investors, taken together.

"Minimum Ownership Percentage" means ownership of at least 10% of the issued and outstanding Partnership Securities (or such lower threshold as may be mutually agreed by the Investors).

"Non-Pro Rata Disposition" shall have the meaning set forth in Section 6.3(b).

"Notifying Investor" shall have the meaning set forth in Section 6.2(b).

"Original Agreement" shall have the meaning set forth in the recitals.

"Partnership" shall have the meaning set forth in the preamble.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of Enfield Holdings, L.P., dated as of March 2, 2017, as may be amended or supplemented from time to time.

"Partnership Securities" means securities representing limited partner interests in the Partnership, including the Class A Units.

"Permitted Transferee" means, with respect to any Investor, any Affiliate of such Investor, so long as such transferee remains an Affiliate of such Investor following the applicable Transfer.

"Person" shall mean any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

"Piggyback Notice" shall have the meaning set forth in Section 6.2(b).

"Proposed Purchaser" shall have the meaning set forth in Section 7.3(b).

"Purchase Agreement" shall have the meaning set forth in the recitals.

"Purchase Notice" shall have the meaning set forth in Section 5.1(a).

"Purchase Offer" shall have the meaning set forth in Section 7.3(b).

"Registrable Securities" shall have the meaning given to such term in the Registration Rights Agreement.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the Closing Date, by and between ENLK and the Partnership.

"Requesting Investor" shall have the meaning set forth in Section 5.1(a).

"ROFO Election Period" shall have the meaning set forth in Section 7.4(a)(ii).

"ROFO Notice" shall have the meaning set forth in Section 7.4(a)(i).

"ROFO Offeree" shall have the meaning set forth in Section 7.4(a).

"ROFO Securities" shall have the meaning set forth in Section 7.4(a).

"ROFR Transferee" shall have the meaning set forth in Section 7.4(a).

"Rule 144 Transfer" means any Transfer conducted in accordance with Rule 144 of the Securities Act.

"Securities" means any Common Stock, Partnership Securities or ENLK Units owned by an Investor.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Selling Holder" shall have the meaning given to such term in the Registration Rights Agreement.

"Series B Conversion Date" shall have the meaning given to such term in the ENLK Partnership Agreement.

"Series B Conversion Units" shall have the meaning given to such term in the ENLK Partnership Agreement.

"Series B PIK Preferred Units" shall have the meaning given to such term in the ENLK Partnership Agreement.

"Series B Preferred Units" means the Series B Cumulative Convertible Preferred Units of ENLK, including any Series B PIK Preferred Units issued in kind pursuant to the ENLK Partnership Agreement.

"Syndication Parties" shall have the meaning set forth in Section 5.1.

"Tag-Along Investor" shall have the meaning set forth in Section 7.3(a).

"Tag-Along Securities" shall have the meaning set forth in Section 7.3(a).

"TPG Designee" shall have the meaning set forth in Section 4.1.

"TPG Investors" means TPG VII Egypt Finance, LLC, a Delaware limited liability company, TPG Advisors VII, Inc., a Delaware corporation, and each of their Permitted Transferees, collectively, and "TPG Investor" means any of them, individually.

"Tracking Event" shall have the meaning set forth in Section 6.3(a).

"Transfer" shall mean any sale, pledge, assignment, gift, encumbrance or other transfer or disposition to any other Person, whether directly, indirectly, voluntarily, involuntarily, by operation of law, pursuant to judicial process or otherwise; provided, however, that any pledge or hypothecation of any Securities or any interest therein, or any other securities or equity interests by any Investor as collateral in a bona fide financing transaction shall not constitute a Transfer for any purpose of this Agreement or otherwise.

"Transfer Consideration" shall have the meaning set forth in Section 7.4(a)(ii).

"Transferring Holder" shall have the meaning set forth in Section 7.4(a).

"Underwritten Offering" shall have the meaning given to such term in the Registration Rights Agreement.

"Underwritten Offering Right" shall have the meaning set forth in Section 6.2(c)(i).

Section 1.2.

Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "hereof", "herein", "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and any subsection and section references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(e) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE II.
EFFECTIVENESS.

Section 2.1. Effectiveness. This Agreement shall become effective upon the closing of the transactions contemplated by the Purchase Agreement (the "Closing").

ARTICLE III.
REPRESENTATIONS AND WARRANTIES.

Each of the parties to this Agreement hereby represents and warrants to each other party to this Agreement that, as of the Closing Date:

Section 3.1. Existence; Authority; Enforceability. Such party has the power and authority to enter into this Agreement and to carry out its obligations hereunder. Such party is duly organized and validly existing under the laws of its jurisdiction of organization, and the execution of this Agreement, and the consummation of the transactions contemplated herein, have been authorized by all necessary action on its part, and no other act or proceeding on its part is necessary to authorize the execution of this Agreement or the consummation of any of the transactions contemplated hereby. This Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 3.2. Absence of Conflicts. The execution and delivery by such party of this Agreement and the performance of its obligations hereunder does not and will not (a) conflict with, or result in the breach of any provision of, the constitutive documents of such party; (b) result in any violation, breach, conflict, default or event of default (or an event which with notice, lapse of time, or both, would constitute a default or event of default), or give rise to any right of acceleration or termination or any additional payment obligation, under the terms of any contract, agreement or permit to which such party is a party or by which such party's assets or operations are bound or affected; or (c) violate any law applicable to such party.

Section 3.3.

Consents. Other than any consents which have already been obtained, no consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such party in connection with (a) the execution, delivery or performance of this Agreement or (b) the consummation of any of the transactions contemplated herein.

ARTICLE IV.
GOVERNANCE OF THE COMPANY

Section 4.1. Board of Directors. For so long as each Investor (together with its Affiliates) continues to hold a Minimum Ownership Percentage, the Board of Directors shall be comprised of two Directors, one of whom shall be designated by the TPG Investors (the "TPG Designee") and one of whom shall be designated by the GS Investors (the "GS Designee" and, together with the TPG Designee, the "Designated Directors"). If any Investor and its Affiliates cease to collectively hold a Minimum Ownership Percentage, the size and composition of the Board of Directors shall be determined by the Investors that, together with their respective Affiliates, continue to hold a Minimum Ownership Percentage. Each Investor agrees to cast all votes to which such Investor is entitled in respect of its Common Stock, whether at any annual or special meeting, by written consent or otherwise, so as to cause to be elected to the Board of Directors those individuals designated in accordance with this Article IV, to ensure that the size of the Board of Directors shall be set and remain at the number contemplated by Section 4.1 and to otherwise effect the intent of this Article IV.

Section 4.2. Removal of Designated Directors; Vacancies.

(a) Each Investor shall have the exclusive right to seek the removal of any of its respective Designated Directors at any time, with or without cause, and the Company and the Investors shall take all necessary action to promptly cause the removal of any that Designated Director after receipt of notice from the Investor seeking removal of that Designated Director. Each Investor shall have the exclusive right to designate a replacement Director for election to the Board of Directors to fill a vacancy created by reason of death, removal or resignation of any of its Designated Directors, and the Company and the Investors shall take all necessary action to cause any such vacancy to be filled by such replacement Director as promptly as reasonably practicable.

(b) Notwithstanding anything in this Article IV to the contrary, to the extent any Investor and its Affiliates fail to hold a Minimum Ownership Percentage, such Investor shall no longer be entitled to designate any Designated Directors pursuant to Section 4.1, and the Company and the Investors may take all necessary action to remove such Investor's Designated Directors as Directors and reduce the size of the Board of Directors accordingly.

Section 4.3. Quorum. For so long as any Investor is entitled to designate Directors pursuant to Section 4.1, at every meeting of the Board of Directors or any committee thereof, a quorum shall require the attendance of the TPG Designee and the GS Designee, whether in person, telephonically or in any other manner permitted by applicable law; provided, however, that to the extent permitted under applicable law, if any Director is absent or wishes to recuse himself or herself for any reason, such Director may appoint an alternate Director or give a proxy

to another Director or an alternate Director of his or her choosing. In addition to obtaining the approval of the Board of Directors by written resolution signed by a majority of the Directors, decisions of the Board of Directors or a committee thereof shall require the approval of a majority of the Directors present at the meeting at which such decision is made. The chairman of the Board of Directors, if any, shall be elected by the Board of Directors.

Section 4.4. Voting. For purposes of any actions taken by or determinations of the Board of Directors or any committees thereof, each Director shall have one (1) vote. Unless otherwise specified in this Agreement or in the Amended Charter or Amended Bylaws, the affirmative vote of a majority of the Board of Directors shall be required to approve any action or resolution.

Section 4.5. Expenses. The Company shall reimburse the Directors for all reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board of Directors and any committees thereof, including without limitation travel, lodging and meal expenses.

Section 4.6. Governing Documents. On the Closing Date, the Investors shall take all necessary action required to amend and restate the existing bylaws and certificate of incorporation of the Company to be in the form of the Amended Bylaws and Amended Charter, respectively. For so long as any Investor and its Affiliates collectively own any Common Stock, the Investors shall not, directly or indirectly, amend or modify the Amended Bylaws or Amended Charter without the prior written consent of such Investor, other than an amendment or modification that is ministerial or administrative in nature and does not otherwise materially and adversely affect such Investor.

ARTICLE V.
PURCHASE OF ADDITIONAL SERIES B PREFERRED UNITS

Section 5.1. Purchase of Additional Series B Preferred Units.

(a) No later than five Business Days following the Partnership's receipt of written notice (the "Purchase Notice") from ENLK or any Investor requesting that the Partnership purchase Additional Series B Preferred Units pursuant to Section 5.06 of the Purchase Agreement, the Company and the Investors shall take all necessary action to cause the Board of Directors to hold a special meeting to determine whether the Partnership will engage in negotiations with ENLK to purchase such Additional Series B Preferred Units.

(b) If the Board of Directors approves the purchase of Additional Series B Preferred Units by the Partnership, the Investors and the Company shall cooperate in good faith to structure such purchase (including, if applicable, creating a new class of equity security in the Partnership and adjusting the Investors' respective capital accounts in the Partnership if the Investors' funding of such purchase by the Partnership is not in proportion to their then-current ownership of Partnership Securities). Additionally, each Investor shall have the right to syndicate its respective proportionate share of the funding of any such purchase to passive investors in any investments, funds, vehicles or accounts that are managed, sponsored, advised or controlled by (or under common control with) such Investor or any of its Affiliates ("Syndication

Parties"), and the Investors shall cooperate in good faith to amend the Partnership Agreement as reasonably necessary to give effect to such syndication, including treating such passive investors as GS Investors or TPG Investors, as applicable.

(c) If the Board of Directors does not approve the purchase of Additional Series B Preferred Units by the Partnership, then upon the request of any Investor (the "Requesting Investor") the Company, the Partnership and each other Investor shall (A) cooperate in good faith to facilitate the purchase from ENLK of Additional Series B Preferred Units by the Requesting Investor (and, if applicable, such Investor's Syndication Parties) and (B) negotiate and enter into (and, if applicable, cause its Syndication Parties to enter into) coordination arrangements on substantially similar terms to this Agreement between the Partnership and such Requesting Investor (and, if applicable, its Syndication Parties) relating to Transfers of such Additional Series B Preferred Units (and any ENLK Common Units into which such Additional Series B Preferred Units may be converted from time to time) and ENLK Units held by the Partnership; provided, however, that (i) the Partnership shall not be obligated to incur any liability or expense in connection with facilitating such purchase (other than any expense that is promptly reimbursed by the Requesting Investor) and (ii) no Investor shall be under any obligation to vote any Series B Preferred Units held by it (or to cause its respective Designated Directors to approve the Partnership's voting of any Series B Preferred Units held by it) in favor of the issuance by ENLK of Additional Series B Preferred Units pursuant to Section 5.10(b)(vi) of the ENLK Partnership Agreement.

ARTICLE VI.
APPROVAL RIGHTS

Section 6.1. Required Approvals.

(a) Except for any matters in the Partnership Agreement or this Agreement that expressly provide for any other approval, or as may be otherwise delegated by the Board of Directors, for so long as both the GS Investors and the TPG Investors are entitled to designate Directors pursuant to Section 4.1, all actions to be taken by the Company (in its individual capacity and in its capacity as the general partner of the Partnership) shall require the approval of the Board of Directors, including the GS Designee and the TPG Designee.

(b) In addition to any approvals of the Board of Directors required by Section 6.1(a), for so long as the Partnership owns any ENLK Units, the Company shall not, in its capacity as the general partner of the Partnership, take, or cause the Partnership to take, any of the following actions relating to such ENLK Units without first obtaining the approval of the Investors:

(i) make or settle any claim for indemnification under Article VI of the Purchase Agreement, or select counsel with respect to any such claim;

(ii) assign any of its rights and obligations under the Purchase Agreement to any other Person;

(iii) amend or waive any provision of the Purchase Agreement;

(iv) vote any ENLK Units on any matter under Sections 5.10(b), 11.2, 12.1(b), 12.2, 12.3, 13.2 or 14.3 of the ENLK Partnership Agreement;

(v) agree to waive liquidated damages under Section 2.1(c) of the Registration Rights Agreement with respect to any Registration Statement (as defined in the Registration Rights Agreement) in which such Investor elects or has elected to be named as a selling unitholder;

(vi) make any claim for indemnification under Section 2.8 of the Registration Rights Agreement;

(vii) consent to ENLK's granting registration rights that are senior to the rights granted to the Holders (as defined in the Registration Rights Agreement) under the Registration Rights Agreement;

(viii) consent to any assignment of the Registration Rights Agreement (other than with respect to any Transfer of registration rights in accordance with the terms of that agreement); or

(ix) amend or waive any provision of the Registration Rights Agreement.

provided, however, that no such approval of any Investor shall be necessary for (x) any matter under Section 6.1(a) (other than Sections 6.1(a)(iv) and 6.1(a)(vi)) if such Investor no longer holds any ENLK Units, (y) any matter under Section 6.1(a)(iv) if such Investor and its Affiliates no longer collectively hold at least 10% of the ENLK Units to which such Investor and its Affiliates were entitled as of the Closing and (z) any claim for indemnification under Section 6.1(a)(vi) unless such claim relates to a period during which such Investor owned Registrable Securities.

(c) In addition to and not in limitation of Section 6.1(a) and 6.1(b), each Investor agrees that, with respect to any ENLK Units owned or hereinafter acquired by such Investor, such Investor will not take any of the actions set forth in Section 6.1(b) without first obtaining the approval of the other Investors (excluding any Affiliate of such Investor).

Section 6.2. Registration Rights Agreement.

(a) *Demand Registration*.

(i) For so long as the Partnership owns any Registrable Securities and is otherwise entitled to exercise its right ("Initial Demand Right") to request that ENLK prepare and file an initial registration statement (the "Initial Registration Statement") under the Securities Act pursuant to Section 2.1(a) of the Registration Rights Agreement, either the TPG Investors, on the one hand, or the GS Investors, on the other hand, upon delivery of a written notice to the Partnership and the other Investor, may request that the Partnership exercise its Initial Demand Right and the Partnership, no earlier than three Business Days following receipt of such request, will exercise its Initial Demand Right in accordance with the Registration Rights Agreement; provided, however, that notwithstanding anything in this Section 6.2(a) or in the Registration Rights Agreement

to the contrary, no Investor shall have the right to request that the Partnership exercise its Initial Demand Right after the date on which such Investor and its Affiliates no longer collectively own more than 50% of the Class A Units that such Investor and its Affiliates owned as of the Closing.

(ii) If the Partnership has not exercised its Initial Demand Right, either the TPG Investors, on the one hand, or the GS Investors, on the other hand, to the extent such Investors directly own Registrable Securities and following prior consultation with the other Investors, may exercise any respective rights they may have to request that ENLK prepare and file an Initial Registration Statement pursuant to Section 2.1(a) of the Registration Rights Agreement; provided, however, that notwithstanding anything in this Section 6.2(a) or in the Registration Rights Agreement to the contrary, no Investor shall have the right to request that ENLK file an Initial Registration Statement after the date on which such Investor and its Affiliates no longer collectively own more than 50% of the Registrable Securities to which such Investor was entitled as of the Closing.

(iii) Following the filing of the Initial Registration Statement, for so long as the Partnership owns any Registrable Securities and is otherwise entitled to exercise its right to request the filing of additional Registration Statements under Section 2.1(a) of the Registration Rights Agreement (each, an "Additional Demand Right"), either the TPG Investors, on the one hand, or the GS Investors, on the other hand, upon delivery of a written notice to the Partnership and the other Investor, may request that the Partnership exercise an Additional Demand Right and the Partnership, no earlier than three Business Days following receipt of such request, will exercise such Additional Demand Right in accordance with the Registration Rights Agreement; provided, however, that without the prior written consent of the other Investors, neither the TPG Investors, on the one hand, nor the GS Investors, on the other hand, shall have any right to request the filing of a number of additional Registration Statements pursuant to this Section 6.2(a)(iii) and Section 6.2(a)(iv) that is greater than such Investors' proportionate share (based on such Investors' then-current relative ownership of the Registrable Securities owned by all Investors) of the total number of Registration Statements that are permitted under Section 2.1(a) of the Registration Rights Agreement, rounded to the nearest whole number.

(iv) Following the filing of the Initial Registration Statement, if any of the TPG Investors, on the one hand, or the GS Investors, on the other hand, directly owns any Registrable Securities, such Investor may exercise any rights it may have to request the filing of additional Registration Statements under Section 2.1(a) of the Registration Rights Agreement; provided, however, that such Investor provides written notice to the other Investor at least five Business Days prior to making any such request; provided further, that without the prior written consent of the other Investors, neither the TPG Investors, on the one hand, nor the GS Investors, on the other hand, shall have any right to request the filing of a number of additional Registration Statements pursuant to Section 6.2(a)(iii) and this Section 6.2(a)(iv) that is greater than such Investors' proportionate share (based on such Investors' then-current relative ownership of the Registrable Securities owned by all Investors) of the total number of Registration Statements that are permitted under Section 2.1(a) of the Registration Rights Agreement, rounded to the nearest whole number.

(b) *Piggyback Registration.*

(i) For so long as the Partnership owns any Registrable Securities and is otherwise entitled to exercise its rights with respect to participating in (or withdrawing from) a "Piggyback Registration" pursuant to Section 2.2(a) of the Registration Rights Agreement, either the TPG Investors, on the one hand, or the GS Investors, on the other hand, upon delivery of a written notice to the Partnership and the other Investor, may request that the Partnership exercise such rights no earlier than one Business Day following receipt of such request.

(ii) If any of the TPG Investors, on the one hand, or any of the GS Investors, on the other hand, directly own any Registrable Securities, subject to Section 7.3, such Investor may exercise any rights it may have with respect to participating in (or withdrawing from) a "Piggyback Registration" pursuant to Section 2.2(a) of the Registration Rights Agreement, provided that the Investors will cooperate in good faith to facilitate the sale of Registrable Securities by such Investor, including with respect to any sales in which the TPG Investors and GS Investors both elect to participate in other than on a pro rata basis. Prior to any such exercise, such Investor (the "Notifying Investor") shall provide the other Investors with at least one Business Day's prior notice (a "Piggyback Notice") of the Notifying Investor's intention to include Registrable Securities in any offering pursuant to Section 2.2(a) of the Registration Rights Agreement. Each Piggyback Notice shall specify the earliest time at which the Notifying Investor intends to include Registrable Securities in any such offering pursuant to Section 2.2(a) of the Registration Rights Agreement, as well as the aggregate number of Registrable Securities to be included by such Notifying Investor in such offering.

(c) *Underwritten Offerings.*

(i) For so long as the Partnership owns any Registrable Securities and is otherwise entitled to exercise its right to dispose of Registrable Securities in an Underwritten Offering pursuant to Section 2.3(a) of the Registration Rights Agreement (each, an "Underwritten Offering Right"), either the TPG Investors, on the one hand, or the GS Investors, on the other hand, upon delivery of a written notice to the Partnership and the other Investor, may request that the Partnership exercise an Underwritten Offering Right and the Partnership, no earlier than one Business Day following receipt of such request, will exercise an Underwritten Offering Right in accordance with the Registration Rights Agreement; provided, however, that without the prior written consent of the other Investors, neither the TPG Investors, on the one hand, nor the GS Investors, on the other hand, shall have any right to request the Partnership dispose of Registrable Securities in a number of Underwritten Offerings pursuant to this Section 6.2(c)(i) and Section 6.2(c)(ii) that is greater than such Investors' proportionate share (based on such Investors' then-current relative ownership of the Registrable Securities owned by all Investors) of the total number of Underwritten Offerings permitted under Section 2.3(a) of the Registration Rights Agreement, rounded to the nearest whole number.

(ii) If any of the TPG Investors, on the one hand, or any of the GS Investors, on the other hand, directly own any Registrable Securities, subject to Section 7.3, such

Investor may exercise any rights it may have as a Selling Holder to dispose of Registrable Securities in an Underwritten Offering under Section 2.3(a) of the Registration Rights Agreement; provided, however, that such Investor provides written notice to the other Investor at least one Business Day prior to making any such request; provided, further, that without the prior written consent of the other Investors, neither the TPG Investors, on the one hand, nor the GS Investors, on the other hand, shall have any right to dispose of Registrable Securities in a number of Underwritten Offerings pursuant to Section 6.2(c)(i) and this Section 6.2(c)(ii) that is greater than such Investors' proportionate share (based on such Investors' then-current relative ownership of the Registrable Securities owned by all Investors) of the total number of Underwritten Offerings permitted under Section 2.3(a) of the Registration Rights Agreement, rounded to the nearest whole number.

(d) *Sale Procedures*. Each Investor shall have the right, for so long as the Partnership owns Registrable Securities and such Investor owns Class A Units, upon delivery of a written notice to the Partnership and the other Investor, to request that the Partnership exercise its rights under Section 2.4(o) of the Registration Rights Agreement to request ENLK include in a prospectus supplement or post-effective amendment such information relating to such Investor as is included in such written notice, and the Partnership will make such request promptly following its receipt of such notice. For the avoidance of doubt, in addition to and not in limitation of the foregoing, if any Investor directly owns any Registrable Securities, such Investor shall be entitled to exercise any rights it may have as a Selling Holder under Section 2.4(o) of the Registration Rights Agreement.

(e) *Cooperation*. The Investors agree to use their commercially reasonable best efforts to cooperate with each other with respect to all actions that the Investors are entitled to take in their capacity as a "Holder" under the Registration Rights Agreement, including, but not limited to, actions that may be taken under Sections 2.6, 2.8 and 2.9 of the Registration Rights Agreement. Additionally, in the event the Partnership or any Investor exercises any of its rights under this Section 6.2 with respect to the inclusion of Registrable Securities in a Registration Statement, Piggyback Registration or Underwritten Offering, as applicable, the Investors shall cooperate with each other to include in such Registration Statement, Piggyback Registration or Underwritten Offering, as applicable, such number of Registrable Securities as is reasonably requested by the participating Investors in light of (i) the size of the applicable offering and (ii) each applicable Investor's then-current relative ownership of Registrable Securities as compared to the total Registrable Securities owned by all participating Investors.

Section 6.3. Tracking Events; Sales of Series B Conversion Units by the Partnership.

(a) Prior to the occurrence of each applicable Series B Conversion Date, the Investors agree to use their commercially reasonable best efforts to cooperate with each other, and to cause the Partnership to take all action reasonably necessary, to cause an equivalent number of Class A Units to track the Series B Conversion Units issuable upon conversion of the Series B Preferred Units on such Series B Conversion Date (each, a "Tracking Event"); provided, however, that no Investor shall be required to take any such action that such Investor determines is reasonably likely to adversely affect such Investor in a manner disproportionate to any other Investor; provided further, that to the extent that the Partnership elects to convert any Series B Preferred

Units into Series B Conversion Units pursuant to the ENLK Partnership Agreement, such Series B Conversion Units shall be allocated among the Investors under Section 3.7 of the Partnership Agreement in accordance with their respective then-current Percentage Equity Interests (as defined in the Partnership Agreement).

(b) Following the occurrence of the initial Tracking Event, either the TPG Investors, on the one hand, or the GS Investors, on the other hand, upon delivery of written notice to the Partnership and the other Investors, may request that the Partnership sell any or all of the Series B Conversion Units held by the Partnership that are tracked by the Class A Units then held by such requesting Investor (each, a "Non-Pro Rata Disposition"). In the event any Investor requests a Non-Pro Rata Disposition, the Investors and the Partnership will cooperate in good faith to effect such Non-Pro Rata Disposition, including taking all necessary action to cause the Partnership to sell such Series B Conversion Units and distribute the proceeds to the requesting Investor in redemption of an equivalent number of the requesting Investor's Class A Units tracking such Series B Conversion Units as provided for in the Partnership Agreement.

ARTICLE VII.
RESTRICTIONS ON TRANSFER

Section 7.1. Restrictions on Transfer. Each Investor agrees that such Investor will not, without the prior written consent of the other Investors, Transfer all or any portion of the Securities now owned or hereinafter acquired by such Investor except in connection with, and strictly in compliance with, the terms and conditions of this Article VII; *provided, however,* that without the consent of any other Investor or the Partnership, (a) an Investor or the Partnership shall be permitted to Transfer in a Foreclosure Transfer all or any portion of such Investor's Partnership Securities, pursuant to and in accordance with the Partnership Agreement, or EnLink Units, and (b) any Person that receives Partnership Securities or EnLink Units in a Foreclosure Transfer shall be permitted to Transfer such Partnership Securities or EnLink Units.

Section 7.2. Permitted Transfers. Notwithstanding anything in this Agreement to the contrary, (a) the provisions of Sections 7.3 and 7.4 shall not apply to any Transfer of Securities by an Investor to one or more of its Permitted Transferees and (b) the provisions of Sections 7.3 and 7.4 shall not apply to any Transfer of Partnership Securities or EnLink Units (i) by an Investor or the Partnership in a Foreclosure Transfer or (ii) by any Person that receives Partnership Securities or EnLink Units in a Foreclosure Transfer. Notwithstanding the foregoing, no party hereto shall avoid the provisions of this Agreement by (x) making one or more Transfers to one or more Permitted Transferees and then disposing of all or any portion of such party's interest in any such Permitted Transferee or (y) Transferring the securities of any entity holding Securities directly or indirectly.

Section 7.3. Tag-Along Rights.

(a) Subject to prior compliance with Section 7.4, if and to the extent applicable, if any Investor proposes to Transfer (each, a "Disposing Investor") any Securities (the "Tag-Along Securities") to a Person other than a Permitted Transferee or pursuant to Section 7.5, such Disposing Investor shall refrain from effecting such Transfer unless, prior to the consummation

thereof, the other Investors (the "Tag-Along Investors") shall have been afforded the opportunity to join in such Transfer as provided in this Section 7.3.

(b) Prior to the consummation of any proposed Transfer of Tag-Along Securities, the Disposing Stockholder shall cause the Person or group of Persons that proposes to acquire such Securities (the "Proposed Purchaser") to offer (the "Purchase Offer") in writing to purchase from the other Investors a number of Securities of the same class as the Tag-Along Securities such that the number of Securities so offered to be purchased from such Investor shall be equal to the product of (i) the total number of the applicable Securities of such class then owned by such Investor multiplied by (ii) a fraction, the numerator of which is the aggregate number of Securities of such class proposed to be purchased by the Proposed Purchaser from all Investors and the denominator of which is the aggregate number of Securities of such class then held by all Investors (for these purposes, all securities and other rights convertible into or exchangeable or exercisable for such Securities shall be deemed to have been so converted, exchanged, or exercised). Such purchase shall be made at the same price per Security and on such other terms and conditions as the Proposed Purchaser has offered to purchase the Tag-Along Securities to be sold by the Disposing Investor. Each Tag-Along Investor shall have five Business Days from the date of receipt of the Purchase Offer to accept such Purchase Offer (and, for the avoidance of doubt, each Tag-Along Investor shall be entitled to sell any number of Securities up to the number specified in the Purchase Offer), and the closing of such purchase shall occur simultaneously with the purchase of the Tag-Along Securities from the Disposing Investor. Unless the Proposed Purchaser agrees to purchase 100% of the Securities of such class offered to be sold by the Disposing Investor and the Tag-Along Investors, the number of such Securities to be sold to the Proposed Purchaser by the Disposing Investor shall be reduced by the aggregate number of such Securities purchased by the Proposed Purchaser from the Tag-Along Investors pursuant to the provisions of this Section 7.3(b).

(c) Any Transfer of Securities by a Tag-Along Investor to the Proposed Purchaser pursuant to this Section 7.3 shall be on the same terms and conditions (including price, time of payment and form of consideration) as the Transfer of the Tag-Along Securities by the Disposing Investor to the Proposed Purchaser, provided that, in order to be entitled to exercise its tag along right pursuant to this Section 7.3, each Tag-Along Investor must agree to make to the Proposed Purchaser the same representations, warranties, covenants, indemnities and agreements as those made by the Disposing Investor in connection with the relevant transaction and agree to the same conditions to the relevant transaction as will be agreed by the Disposing Investor, provided, however, that any indemnity provided by a Disposing Investor shall be limited to the proceeds actually received by such Disposing Investor in such transaction.

(d) The Investors agree that this Section 7.3 shall apply to any Rule 144 Transfers proposed to be undertaken by any Investor, and the Investors agree to cooperate in good faith to facilitate any such Rule 144 Transfers subject to, and in accordance with, the limitations of Section 144(e) of the Securities Act.

(e) The obligation to comply with the provisions of this Section 7.3 as a Disposing Investor shall not apply to any proposed Transfer of ENLK Units by an Investor if either (i) the TPG Investors (in their capacity as a Disposing Investor and not as a Tag-Along Investor) in the aggregate do not hold at least 10% of the ENLK Units to which the TPG Investors were entitled

as of the Closing or (ii) the GS Investors (in their capacity as a Disposing Investor and not as a Tag-Along Investor) in the aggregate do not hold at least 10% of the ENLK Units to which the GS Investors were entitled as of the Closing.

(f) The requirements of this Section 7.3 shall not apply to (i) any Transfer of Securities by an Investor to one or more of its Permitted Transferees, (ii) any Transfer of Securities pursuant to Section 6.2 or the Registration Rights Agreement, (iii) any Transfers of Securities to address a Regulatory Concern (as defined in the Purchase Agreement), and (iv) any Foreclosure Transfer or any Transfer or resale by the applicable secured party of the Securities subject to such Foreclosure Transfer.

Section 7.4. Right of First Offer.

(a) If any Investor (the "Transferring Holder") desires to Transfer (including indirectly by any of their direct or indirect equityholders) any Partnership Securities or shares of Common Stock, or any Series B Preferred Units (i) to address a Regulatory Concern (as defined in the Purchase Agreement), or (ii) pursuant to a Transfer approved by ENLK, in each of clauses (i) and (ii), pursuant to Section 5.05 of the Purchase Agreement (as applicable, the "ROFO Securities"), to a Person that is not a Permitted Transferee of such Transferring Holder (other than pursuant to Section 7.5), then each non-transferring Investor (each, a "ROFO Offeree") shall have a right of first offer over such ROFO Securities, which shall be exercised in the following manner:

(i) The Transferring Holder shall provide the ROFO Offeree with written notice (a "ROFO Notice") of its desire to Transfer the ROFO Securities. The ROFO Notice shall set forth the number and type of ROFO Securities the Transferring Holder wishes to Transfer, the form of consideration to be received in respect thereof and any other terms and conditions material to the sale.

(ii) The ROFO Offeree shall have a period of up to 15 Business Days following receipt of the ROFO Notice (the "ROFO Election Period") to give the Transferring Holder a binding written offer (the "ROFO Offer") to purchase (or, at the option of the ROFO Offeree, to cause one or more of its Affiliates to purchase) all but not less than all of the ROFO Securities described in the ROFO Notice on the terms and subject to the conditions set specified in the ROFO Notice. The ROFO Offer shall include the price per ROFO Security, including the form of consideration in respect thereof (the "Transfer Consideration") and shall remain open and binding for 15 Business Days or such greater period of time as may be specified in the ROFO Offer.

(iii) If any ROFO Offeree makes a ROFO Offer within the ROFO Election Period and the Transferring Holder accepts such ROFO Offer during the period described in Section 7.4(a)(ii) above, such purchase shall be consummated on the later of (A) a mutually agreed Business Day within 15 days of the date on which the Transferring Holder notifies such ROFO Offeree of such acceptance, and (B) the fifth Business Day following the expiration or termination of all applicable periods under the requirements of the HSR Act or applicable foreign antitrust laws or satisfaction of other applicable legal requirements.

(iv) If no ROFO Offeree makes a ROFO Offer within the ROFO Election Period, or if the Transferring Holder does not accept the ROFO Offer, the Transferring Holder may Transfer all of the ROFO Securities specified in the ROFO Notice at any time within 120 days following the delivery of the ROFO Offer, or if no ROFO Offer was delivered, within 150 days of the delivery of the ROFO Notice (subject to extension as necessary to comply with the requirements of the HSR Act or applicable foreign antitrust laws or other applicable legal requirements) (A) at a price that is not less than 103% of the purchase price specified in the ROFO Offer and on economic terms and conditions that, taken as a whole, are not more favorable to the purchaser than those specified in the ROFO Offer (it being understood and agreed that the purchase price per ROFO Security shall be determined without regard to any agreed upon survival of representations or warranties, covenants, escrows or holdbacks or indemnification obligations that the Transferring Holder may agree to), or (B) if no ROFO Offer was delivered, at a price determined by the Transferring Holder, and on such other terms and conditions that are not more favorable to the purchaser than those specified in the ROFO Notice. Following the expiration of any time periods set forth in this Section 7.4(a)(iv), the Transferring Holder may not Transfer any such ROFO Securities without first following the procedures set forth in this Section 7.4.

(b) The receipt of Transfer Consideration by any Transferring Holder selling ROFO Securities pursuant to this Section 7.4 shall be deemed a representation and warranty by such Transferring Holder that: (i) such Transferring Holder has full right, title and interest in and to such ROFO Securities; (ii) such Transferring Holder has all necessary power and authority and has taken all necessary actions to sell such ROFO Securities as contemplated by this Section 7.4; and (iii) such ROFO Securities are free and clear of any and all liens, encumbrances and other restrictions (other than the Transfer restrictions set forth herein, and restrictions created by any applicable federal or state securities laws).

(c) For the avoidance of doubt, the requirements of this Section 7.4 shall (i) only apply for so long as the transfer restrictions set forth in Section 5.05 of the Purchase Agreement are in effect and (ii) not apply to any Foreclosure Transfer or any Transfer or resale by the applicable secured party of the Securities subject to such Foreclosure Transfer so long as the transfer restrictions set forth in Section 5.05 of the Purchase Agreement are no longer in effect or have been waived with respect to such Foreclosure Transfer, Transfer or resale, as applicable.

Section 7.5. Call Right with Respect to Company Common Stock.

(a) Subject to the terms and conditions set forth herein, the Company shall have the right (the "Call Right"), at any time that an Investor and its Affiliates collectively cease to own a Minimum Ownership Percentage, to acquire all, but not less than all, of the shares of Common Stock owned by such Investor and its Affiliates for the aggregate purchase price paid by such Investor and its Affiliates for such shares. The Company may exercise the Call Right by providing an irrevocable written notice (the "Call Notice") to such Investor and its applicable Affiliates at least 30 days prior to the desired effective date of such purchase, which notice shall include (i) the number of shares of Common Stock subject to the Call Right and (ii) the aggregate purchase price to be paid for such shares. After delivery of such notice, (x) upon the approval of the Board of Directors, the Company may request an additional capital contribution

from any Investor that, together with its Affiliates, continues to collectively own a Minimum Ownership Percentage in order to fund the Call Price, (y) the Company (or its designee) shall be obligated to pay the Call Price and close on such exercise of the Call Right as soon as reasonably practicable thereafter, and (z) such Investor (and its applicable Affiliates) shall promptly Transfer the applicable shares to the Company, free and clear of any and all liens, encumbrances and other restrictions, other than the Transfer restrictions set forth herein and restrictions created by any applicable federal or state securities laws, along with any other documentation reasonably requested by the Company to effect such Transfer.

(b) Each certificate representing shares of Common Stock, if any, shall bear substantially the following legend:

> "The securities evidenced hereby are subject to a Call Right as set forth in that certain Coordination and Securityholders' Agreement, dated as of January 7, 2016, as amended, supplemented, modified or restated, from time to time (the "Securityholders' Agreement"). If such Call Right is exercised, the Company has the right (but not the obligation) to require certain holders of shares of Common Stock to tender all or a portion of their shares of Common Stock in exchange for the purchase price paid for such shares by such holders. Upon the Company's exercise of the Call Right, all of the shares of Common Stock subject to such Call Right shall be automatically transferred to the Company, without any further action required from any other holder of shares of Common Stock."

Section 7.6. Permitted Transferees. Any Permitted Transferee to which Securities are Transferred from an Investor shall be subject to the terms and conditions of, and be entitled to enforce, this Agreement to the same extent, and in the same capacity, as the Investor that Transferred such Securities to such Permitted Transferee. Subject to the foregoing, prior to the Transfer of any Securities to any Permitted Transferee, each holder of Securities effecting such Transfer shall (a) cause such Permitted Transferee to deliver to the other Investors its written agreement, in form and substance reasonably satisfactory to such Investor, to be bound by the terms and conditions of this Agreement to the extent described in the preceding sentence and (b) remain directly liable for the performance by the Permitted Transferee of all obligations of such Permitted Transferee under this Agreement. Each Permitted Transferee of any Investor to which Securities are Transferred shall, and such Investor shall cause such Permitted Transferee to, Transfer back to such Investor (or to another Permitted Transferee of such Investor) any Securities it owns if such Permitted Transferee ceases to be a Permitted Transferee of such Investor.

Section 7.7. Specific Performance. Each party hereto acknowledges that it shall be inadequate or impossible, or both, to measure in money the damage to the other parties hereto, if any of them or any Transferee fails to comply with any of the restrictions or obligations imposed by this Article VII, that every such restriction and obligation is material, and that in the event of any such failure, the parties shall not have an adequate remedy at law or in damages. Therefore, each party hereto consents to the issuance of an injunction or the enforcement of other equitable remedies against such party at the suit of an aggrieved party without the posting of any bond or other security, to compel specific performance of all of the terms of this Article VII and to

prevent any Transfer of Securities in contravention of any terms of this Article VII, and, to the fullest extent permitted by applicable law, waives any defenses thereto, including the defenses of: (a) failure of consideration; (b) breach of any other provision of this Agreement; and (c) availability of relief in damages.

Section 7.8. WaiverSection 7.9. . If, in the event of a Foreclosure Proceeding, the TPG Investors desire to obtain a waiver to those restrictions set forth in Section 5.05 of the Purchase Agreement, then, if requested by the GS Investors, each of the TPG Investors and the GS Investors shall cooperate in good faith to seek and obtain, on behalf of each of the TPG Investors and the GS Investors and upon substantially the same terms and with respect to substantially the same number and type of Securities, such waiver, and such waiver shall only be effective if obtained by each of the TPG Investors and the GS Investors.

ARTICLE VIII.
DEADLOCK

Section 8.1. Disputes. If (a) a majority of the Directors are unable to reach agreement regarding any action pursuant to Section 6.1(b) hereof or (b) the Investors are unable to agree on the proper course of action with respect to any matter requiring the approval of the Investors as set forth in Article VI (each, a "Dispute"), then, upon receipt of a written request from any party, the TPG Investors, on the one hand, and the GS Investors, on the other hand, will consult and negotiate with each other in good faith to resolve the Dispute. If the Investors are unable to resolve such Dispute, then such Dispute shall be deemed to be a "Deadlock" and either Investor may initiate the procedures set forth in Section 8.2.

Section 8.2. Deadlock. If there is a Deadlock (and non-binding mediation is not sought by any party or such non-binding mediation has not resolved the applicable Dispute), the TPG Investors, on the one hand, or the GS Investors, on the other hand, shall have the right, upon delivery of written notice to the other Investors, to cause the Partnership to (a) distribute all of the ENLK Units held by the Partnership to its limited partners, (b) redeem all of the Partnership Securities owned by the Investors and (c) dissolve the Partnership, all in accordance with the Partnership Agreement. The parties agree that the Company and the Investors will take all necessary action to cause the Partnership to effect the transactions contemplated by the preceding sentence as soon as reasonably practicable, and the parties will cooperate in good faith to ensure an orderly dissolution and winding up of the Partnership; *provided, however,* that the terms and provisions of this Agreement shall remain in full force and effect, including, without limitation, Articles I, VI, VII and IX.

ARTICLE IX.
MISCELLANEOUS.

Section 9.1. Exculpation Among Investors. Each Investor acknowledges that it is not relying upon any Person in making its investment or decision to invest in the Partnership and ENLK. Each Investor agrees, with respect to the other Investor, that such other Investor, together with the controlling persons, officers, directors, partners, agents, or employees of such other Investor or its Affiliates, shall not be liable to the Investor for any action heretofore taken

or omitted to be taken by such other Investor in connection with its initial purchase of the Securities at the Closing.

Section 9.2. No Restriction on Other Investor Activities. Notwithstanding anything in this Agreement, none of the provisions of this Agreement, the Partnership Agreement, the Amended Charter or the Amended Bylaws shall in any way limit any Investor or any of its Affiliates from engaging in any brokerage, investment advisory, financial advisory, anti-raid advisory, principaling, merger advisory, financing, asset management, trading, market making, arbitrage, investment activity and other similar activities conducted in the ordinary course of business.

Section 9.3. No Fiduciary Duty; Investment Banking Services. The parties hereto acknowledge and agree that nothing in this Agreement, the Partnership Agreement, the Amended Charter or the Amended Bylaws shall create a fiduciary duty of any Investor or any Affiliate thereof to the Partnership or its partners by virtue of its or their status as a partner of the Partnership. Notwithstanding anything to the contrary herein or in the Partnership Agreement or any actions or omissions by representatives of any Investor or any of its Affiliates in whatever capacity, including as a Director or as a director or observer to the board of directors of ENLK's general partner, it is understood that neither such Investor nor any of its Affiliates is acting as a financial advisor, agent or underwriter to the Partnership or any of its Affiliates or otherwise on behalf of the Partnership or any of its Affiliates unless retained to provide such services pursuant to a separate written agreement, which agreement shall itself govern the terms and conditions on which such services are provided and all related matters.

Section 9.4. Regulatory Proceedings. The Partnership shall keep the Investors informed, on a current basis, of any events, discussions, notices or changes with respect to any tax (other than ordinary course communications which could not reasonably be expected to be material to the Partnership), criminal or regulatory investigation or action involving the Partnership, and shall reasonably cooperate with the Investors and their respective Affiliates in an effort to avoid or mitigate any cost or regulatory consequences to them that might arise from such investigation or action (including by reviewing written submissions in advance, attending meetings with authorities and coordinating and providing assistance in meeting with regulators).

Section 9.5. Authority; Effect. Each party hereto represents and warrants to and agrees with each other party that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture or other association.

Section 9.6. Notices. Any notices, requests, demands and other communications required or permitted in this Agreement shall be effective if in writing and (i) delivered personally, (ii) sent by facsimile or e-mail, or (iii) sent by overnight courier, in each case, addressed as follows:

if to the TPG Investors, to:

TPG VII Egypt Finance, LLC
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attention: General Counsel
Fax: (817) 871-4010
Email: compliance@tpg.com

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, TX 77002
Attention: Ryan J. Maierson
Thomas G. Brandt
Fax: (713) 546-5401
Email: ryan.maierson@lw.com; thomas.brandt@lw.com

if to any of the GS Investors, to:

Goldman, Sachs & Co.
200 West Street, 28th Floor
New York, NY 10282
Attention: Scott Lebovitz
Charlie Gailliot
Fax: (212) 357-5505
Email: scott.lebovitz@gs.com; charlie.gailliot@gs.com

with a copy (which shall not constitute notice) to:

Goldman, Sachs & Co.
200 West Street
New York, NY 10282
Attention: Deirdre Harding
Fax: (212) 256-5392
Email: deirdre.harding@gs.com

and

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attention: Robert C. Schwenkel, Esq.
Mark H. Lucas, Esq.
Fax: (212) 859-4000
Email: robert.schwenkel@friedfrank.com; mark.lucas@friedfrank.com

Unless otherwise specified herein, such notices or other communications shall be deemed effective (i) on the date received, if personally delivered, (ii) on the date received if delivered by facsimile or e-mail on a Business Day, or if not delivered on a Business Day, on the first Business Day thereafter and (iii) two Business Days after being sent by overnight courier. Each of the parties hereto shall be entitled to specify a different address by giving notice as aforesaid to each of the other parties hereto.

Section 9.7. Remedies. The parties to this Agreement shall have all remedies available at law, in equity or otherwise in the event of any breach or violation of this Agreement or any default hereunder. The parties acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto and, in addition, to such other equitable remedies (including preliminary or temporary relief) as may be appropriate in the circumstances. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

Section 9.8. Amendments. This Agreement may not be orally amended, modified, extended or terminated, nor shall any oral waiver of any of its terms be effective. No provision of this Agreement may be amended, modified or waived in whole or in part at any time without the express written consent of both Investors.

Section 9.9. Termination. This Agreement shall terminate and be of no further force and effect upon (i) the written agreement of the TPG Investors and the GS Investor to terminate this Agreement; or (ii) written notice, in the event of a Foreclosure Transfer, by the GS Investors to the TPG Investors; provided that such termination shall not release any party of any liability for any breach of this Agreement occurring prior to such termination.

Section 9.10. Governing Law. This Agreement and all claims arising out of or based upon this Agreement or relating to the subject matter hereof shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction.

Section 9.11. Consent to Jurisdiction. The parties irrevocably consent to the jurisdiction and venue of the state and federal courts located in the State of Delaware in connection with any action relating to this Agreement and agree that service of summons, complaint or other process in connection with any such action may be made as set forth in Section 9.6 and that service so made shall be as effective as if personally made in the State of Delaware. To the extent not prohibited by applicable law, each party waives and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in the above-named courts, any claim that such party is not subject personally to the jurisdiction of such courts, that such party's property is exempt or immune from attachment or execution, that such proceeding is brought in an

inconvenient forum, that the venue of such proceeding is improper, or that this Agreement or the subject matter thereof, may not be enforced in or by such courts.

SECTION 9.12. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 9.12 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9.12 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 9.13. Merger; Binding Effect, Etc. This Agreement, together with the Amended Charter and Amended Bylaws, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter, and shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective heirs, representatives, successors and permitted assigns. Except as otherwise expressly provided herein, no Investor or other party hereto may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void.

Section 9.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one instrument.

Section 9.15. Severability. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. The provisions hereof are severable, and in the event any provision hereof should be held invalid or unenforceable in any respect, it shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 9.16. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, each Investor covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner or member of any Investor or of any Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any

statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Investor or any current or future member of any Investor or any current or future director, officer, employee, partner or member of any Investor or of any Affiliate or assignee thereof, as such, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

COMPANY:

ENFIELD HOLDINGS ADVISORS, INC.

By :/s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

PARTNERSHIP:

ENFIELD HOLDINGS, L.P.

By: Enfield Holdings Advisors, Inc.,
its general partner

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

[Signature Page to Amended and Restated Coordination and Securityholders' Agreement]

TPG INVESTORS:

TPG VII EGYPT FINANCE, LLC

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

TPG ADVISORS VII, INC.

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

GS INVESTORS:

WSIP EGYPT HOLDINGS, LP

By: Broad Street Infrastructure Advisors III, L.L.C., its general partner

By: /s/ Scott Lebovitz
Name: Scott Lebovitz
Title: Vice President

WSEP EGYPT HOLDINGS, LP

By: Broad Street Energy Advisors AIV-1, L.L.C., its general partner

By: /s/ Scott Lebovitz
Name: Scott Lebovitz
Title: Vice President

SCHEDULE I

TPG VII Egypt Finance, LLC
TPG Advisors VII, Inc.
WSIP Egypt Holdings, LP
WSEP Egypt Holdings, LP

GUARANTEE AGREEMENT

GUARANTEE AGREEMENT (this "***Guarantee Agreement***") dated as of March 3, 2017 by Enfield Holdings, L.P., a Delaware limited partnership (the "***Guarantor***"), for the benefit of the Lender (as defined below).

WHEREAS, TPG VII Egypt Finance, LLC (the "***Obligor***") has entered into a Margin Loan Agreement (the "***Agreement***"), dated as of the date hereof, between Obligor, as Borrower, and JPMorgan Chase Bank, N.A., London Branch, as Lender (the "***Lender***") (any capitalized terms used but not defined herein shall have the meanings given thereto in the Agreement);

WHEREAS, pursuant to a Guarantor Security and Pledge Agreement dated as of March 3, 2017 between Guarantor and Lender, as secured party (the "***Pledge Agreement***"), the Guarantor has granted Lender a security interest in the Collateral to secure the Guarantor's obligations hereunder; and

WHEREAS, the Guarantor will benefit from the extensions of credit to Obligor under the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

1. *The Guarantee.* Subject to Section 3, (a) the Guarantor hereby unconditionally guarantees the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) of all Obligations (including, for the avoidance of doubt, (i) Obligor's indemnification obligations pursuant to Section 8.04(b) of the Agreement and (ii) any interest and fees that accrue after the commencement by or against Obligor of any proceeding under any Debtor Relief Laws naming Obligor as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding) in an amount not to exceed (x) the value of the Collateral, or (y) in the case of a Covered Event, the greater of the value of the Collateral and the value of the TPG Investors' (as defined in the Second Amended and Restated Agreement of Limited Partnership of the Guarantor dated March 3, 2017 (the "***Partnership Agreement***")) pro rata Interests (as defined in the Partnership Agreement) (the "***Guaranteed Obligations***"), and (b) upon failure by the Obligor to pay punctually any Guaranteed Obligation, the Guarantor shall forthwith on written demand from the Lender pay the amount not so paid at the place and in the manner specified in the Agreement.

2. *Guarantee Unconditional.* The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Obligor under the Agreement, by operation of law or otherwise;

(b) any modification or amendment of or supplement to the Agreement (it being agreed, however, that without the consent of the Guarantor, (i) the principal amount of indebtedness borrowed under the Agreement shall not exceed the amount of the Total Accrued Loan Amount (as defined in the Agreement, but calculated as if the Advance were equal to the Advance made to the Obligor on the Closing Date (as defined in the Agreement)) and (ii) Lender may not assign its rights and obligations under the Agreement (including all or any portion of the Advance) to any assignees to the extent that the consent of the Obligor is required therefor under Section 8.08 of the Agreement unless the Guarantor has also given its prior written consent to such assignment (such consent not to be unreasonably withheld);

(c) any release, impairment, non-perfection or invalidity of any direct or indirect security for any obligation of the Obligor under the Agreement;

(d) any change in the existence, structure or ownership of the Obligor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Obligor or its assets or any resulting release or discharge of any obligation of the Obligor contained in the Agreement;

(e) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Obligor, Lender or any other entity, whether in connection herewith or with any unrelated transactions; *provided* that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) any invalidity or unenforceability relating to or against the Obligor for any reason of the Agreement or any provision of applicable Law purporting to prohibit the payment by the Obligor of any Obligations; or

(g) any other act or omission to act or delay of any kind by the Obligor, Lender or any other person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defense (other than defense of payment) to the Guarantor's obligations hereunder.

3. *Limit of Liability; Limit on Recourse*.

(a) The Guarantor shall be liable under this Guarantee Agreement to the Lender only for an amount up to the largest amount that

would not render the Guarantor's obligations hereunder subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provision of any other applicable Law.

(b) Notwithstanding anything to the contrary herein, the Lender shall not have recourse for payment of the Guaranteed Obligations against any property of the Guarantor other than the Collateral pledged by the Guarantor (including, for the avoidance of doubt, any PIK Preferred Units pledged and constituting Collateral following an Optional LTV Improvement). For the avoidance of doubt, the rights, remedies and recourse of the Lender under this Guarantee Agreement will be limited to, and will be enforceable solely against, the Collateral (and any deficiency or other claim that Lender may have under this Guarantee Agreement in excess of the Collateral is hereby irrevocably waived); *provided* that (i) this Section 3(b) shall not (A) limit or impair in any way the validity, perfection or priority of the Liens in favor of the Lender in such Collateral, or any rights and remedies that the Lender may have under applicable Law or the Margin Loan Documentation in respect of such Collateral, (B) be deemed to prevent the occurrence of any Default or Event of Default or (C) limit or impair in any way the ability of the Lender to name the Guarantor as a party defendant in any action for enforcement of the Margin Loan Documentation in accordance herewith and (ii) in the case of any of the following events (each, a "***Covered Event***"), then the Lender may have recourse against the Guarantor and the property of the Guarantor, but only limited to the value of the TPG Investors' (as defined in the Partnership Agreement) pro rata Interests (as defined in the Partnership Agreement): (x) fraud or material misrepresentation by or on behalf of the Guarantee in connection with the Guarantee (including, without limitation and for the avoidance of doubt, any untruth or inaccuracy of a representation or warranty of set forth in the Margin Loan Documentation that has a material adverse effect (as compared to the circumstances that would have prevailed had such representation or warranty been true and accurate) on the Collateral or on the Lender's Liens on the Collateral or the priority of such Liens, or, subject to this Section 3(b), on the rights or remedies of or benefits available to the Lender under the Margin Loan Documentation); (y) any breach by a Loan Party of any covenant of such Loan Party set forth in Section 5.05(b) or Article 6 of the Agreement or Section 6 of this Pledge Agreement or Section 6 of the Borrower Security Agreement; or (z) any Event of Default of the type set forth in Section 7.01(h)(i), Section 7.01(i)(i), Section 7.01(i)(iv), Section 7.01(k) and Section 7.01(m) of the Agreement.

4. *Discharge Only Upon Payment in Full; Reinstatement in Certain Circumstances.* The Guarantor's obligations hereunder shall remain in full force and effect until the date on which all Guaranteed Obligations shall have been paid in full (the "***Termination Date***"). If at any time any payment of any Guaranteed

Obligation is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Guarantor or otherwise, the Guarantor's obligations hereunder shall be reinstated with respect to such payment as though such payment had been due but not made at such time. For the avoidance of doubt, but subject to the immediately following sentence, the Guaranteed Obligations shall not be discharged by any redemption of limited partner interests of the Guarantor held by the Obligor in kind for Collateral and the security interest in the Collateral under the Pledge Agreement shall continue to secure the Guarantor's obligations hereunder. Notwithstanding the foregoing, if all Collateral securing the Guarantor's obligations hereunder is distributed to the Obligor (whether upon a redemption of Obligor's limited partner interests of the Guarantor or otherwise) such that the Obligor has all right, title and interest in such Collateral, and the Obligor grants a first priority, perfected security interest in such Collateral directly to the Lender to secure the Obligations on the same terms as the Obligor's grant of security interests to the Lender in respect of its other assets (with such necessary or desirable changes to reflect the nature of such Collateral, as reasonably determined by the Lender), then this Guarantee Agreement shall automatically terminate and be discharged upon such grant and be of no further force and effect.

5. *Waiver by the Guarantor*. The Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any person or entity against the Guarantor, the Obligor or any other person or entity.

6. *Subrogation*. Upon making full payment with respect to any obligation of the Obligor hereunder, the Guarantor shall be subrogated to the rights of the Lender against the Obligor with respect to such obligation; *provided* that the Guarantor shall not enforce any payment by way of subrogation so long as any Guaranteed Obligation remains unpaid.

7. *Stay of Acceleration*. If acceleration of the time for payment of any Guaranteed Obligation is stayed upon the insolvency, bankruptcy or reorganization of the Obligor, all such Guaranteed Obligations otherwise subject to acceleration under the terms of the Agreement shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Lender, subject to Section 3.

8. *Representations and Warranties*. The Guarantor represents and warrants to the Lender that:

(a) Guarantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to enter into, and perform its obligations under, the Margin Loan Documentation to which it is a party, and to consummate the Transactions in which it is involved and (iii) is qualified to do business in, and is in good standing in, every jurisdiction where such

qualification is required, except where failure to have such qualifications could not reasonably be expected to have a Material Adverse Effect.

(b) The Transactions involving Guarantor are within the powers of and have been duly authorized by all necessary action by Guarantor. This Guarantee Agreement and each other document included in the Margin Loan Documentation executed by Guarantor has, in each case, been duly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) The Transactions involving Guarantor (i) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (A) such as have been obtained or made and are in full force and effect, (B) filings required to be made by Guarantor or Obligor under applicable securities laws and (C) filings necessary to perfect Liens created pursuant to the Margin Loan Documentation, (ii) will not violate any Law applicable to Guarantor, (iii) will not violate or result in a default under any Issuer Investment Documents, or give rise to a right thereunder to require any payment to be made by Guarantor and (iv) will not result in the creation or imposition of any Lien on any asset of Guarantor, except Liens created pursuant to the Margin Loan Documentation. There are no material agreements to which Guarantor is a party that are binding upon Guarantor or the Collateral other than the Issuer Investment Documents.

(d) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of Guarantor, threatened in writing against, Guarantor (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that involve the Agreement, this Guarantee Agreement or the Transactions.

(e) Guarantor is not, and after giving effect to the contemplated Transactions will not be, required to register as an "investment company" under the United States Investment Company Act of 1940.

(f) The present fair market value of Guarantor's assets exceeds the total amount of Guarantor's liabilities (including contingent liabilities), (ii) Guarantor has capital and assets sufficient to carry on its businesses, (iii) Guarantor is not engaged and is not about to engage in a business or a transaction for which its remaining assets are unreasonably small in

relation to such business or transaction and (iv) Guarantor does not intend to incur or believe that it will incur debts beyond its ability to pay as they become due. Guarantor will not be rendered insolvent by the consummation of the Transactions.

(g) Guarantor is not entering into this Guarantee Agreement "on the basis of" (as defined in Rule 10b5-1 under the Exchange Act) any Material Nonpublic Information with respect to Issuer, the Preferred Units or the Common Units.

9. *No Recourse.* Notwithstanding anything that may be expressed or implied in this Guarantee Agreement, the Lender, by its acceptance of the benefits of this Guarantee Agreement, covenants, agrees and acknowledges that no Person other than Guarantor (or its permitted transferees or assignees) shall have any obligation under this Guarantee Agreement and that, notwithstanding that Guarantor may be a limited partnership, no recourse hereunder or under any documents or instruments delivered in connection herewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, other direct or indirect beneficial owner, affiliate or assignee of Guarantor undersigned or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, other direct or indirect beneficial owner, affiliate or assignee of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, other direct or indirect beneficial owner, affiliate or assignee of Guarantor or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, other direct or indirect beneficial owner, affiliate or assignee of any of the foregoing, as such, for any obligations of Guarantor under this Guarantee Agreement or any documents or instruments delivered in connection herewith or for any claim based on, in respect of, or by reason of such obligation or their creation. Notwithstanding the foregoing, nothing in this Section 9 is intended to limit Obligor's or Guarantor's obligations, Lender's right to seek recourse with respect to such obligations, as expressly set forth in the Margin Loan Documentation or Lender's rights, remedies or recourse against the Collateral. The Lender acknowledges and agrees that Guarantor is agreeing to enter into this Guarantee Agreement in reliance on the provisions set forth in this Section 9 and that this Section 9 shall survive the termination of this Guarantee Agreement.

10. *Tax Provisions*. For the avoidance of doubt, the Guarantor hereby agrees to be bound by, and treated as a Loan Party under, Section 2.11 of the Agreement as if the Guarantor were a party to the Agreement for purposes of Section 2.11.

11. *Notices*. Each notice to, or other communication with, any party hereunder shall be given to such party as provided under Section 8.02 of the Agreement as if the Guarantor were the Borrower; *provided* that the Guarantor's address is as follows:

Enfield Holdings, L.P.
c/o Enfield Holdings Advisors, Inc.
301 Commerce Street
Suite 3300
Fort Worth, TX 76102
Attn: General Counsel
Facsimile No.: (817) 871-4010

12. *Amendments and Waivers*. The Guarantor hereby agrees to be bound by, and treated as a Loan Party under, Section 8.01 and 8.03(a) of the Agreement as if the Guarantor were a party to the Agreement for purposes of Section 8.01 and 8.03(a) of the Agreement. The provisions of this Guarantee Agreement shall not be modified or limited by course of conduct or usage of trade.

13. *Successors and Assigns*. This Guarantee Agreement shall be binding upon the Guarantor and its successors and assigns, for the benefit of the Lender and its permitted successors and assigns under Section 8.08 of the Agreement, except that the Guarantor may not transfer or assign any or all of its rights or obligations hereunder without the prior written consent of the Lender. In connection with any assignment by the Lender in accordance with Section 8.08 of the Agreement, that has been approved by the Guarantor to the extent required by this Guarantee Agreement, the Guarantor agrees to, as promptly as practicable, (i) maintain or establish a collateral account with the Custodian, (ii) enter into a control agreement (in a form substantially identical to the Control Agreement to which the Guarantor is a party or otherwise reasonably satisfactory to the assignee) in favor of the assignee with respect to such collateral account, (iii) enter into a security agreement (in a form substantially identical to the Security Agreement to which the Guarantor is a party or otherwise reasonably satisfactory to the assignee) granting a Lien in favor of the assignee over such assignee's Collateral of each type owned by the Guarantor, (iv) if reasonably requested by the Custodian, enter into a customer account agreement or other agreement with such intermediary and (v) make appropriate amendments to this Guarantee Agreement to reflect any administrative or technical changes as are reasonably requested by the assigning Lender or the assignee, which do not adversely affect the Guarantor's rights or obligations hereunder. For the avoidance of doubt, in connection with any assignment by the Lender of all or any portion of its Advance under the Agreement (in accordance with its terms), the Guarantor agrees that, unless otherwise specified by agreement between the assigning Lender and its assignee, the assigning Lender's rights hereunder, with

respect to such assigned portion of the Advance, shall be deemed to have been assigned to such assignee.

14. *Margin Loan Documentation*. This Guarantee Agreement constitutes "Margin Loan Documentation" entered into in connection with the Agreement.

15. *Counterparts; Integration; Effectiveness*. This Guarantee Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Guarantee Agreement and the other Margin Loan Documentation constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. This Guarantee Agreement shall become effective when it shall have been executed by the parties hereto and when each of the parties hereto shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Guarantee Agreement by facsimile, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Guarantee Agreement.

16. *Severability*. Any provision of any Margin Loan Documentation held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

17. *Governing Law; Submission to Jurisdiction.*

(a) Governing Law. This Guarantee Agreement shall be governed by, and construed in accordance with, laws of the State of New York without giving effect to its conflict of laws provisions other than Section 5-1401 of the New York General Obligations Law, but giving effect to federal laws applicable to national banks.

(b) Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any U.S. Federal or New York State court sitting in New York, New York in any action or proceeding arising out of or relating to this Guarantee Agreement or any other Margin Loan Documentation, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees

that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Guarantee Agreement or any other Margin Loan Documentation shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Guarantee Agreement or any other Margin Loan Documentation against any Loan Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Guarantee Agreement or any other Margin Loan Documentation in any court referred to in Subsection (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 10. Nothing in this Guarantee Agreement or any other Margin Loan Documentation will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(e) WAIVER OF JURY TRIAL . EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTEE AGREEMENT OR ANY OTHER MARGIN LOAN DOCUMENTATION OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS GUARANTEE AGREEMENT AND THE OTHER MARGIN LOAN DOCUMENTATION BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16(e).

18. *No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereby and by the other Margin Loan Documentation to which the Guarantor is a party (including in connection with any amendment, waiver or other modification hereof or of any other such Margin Loan Documentation), the Guarantor acknowledges and agrees that: (a)(i) the arranging and other services regarding such Margin Loan Documentation provided by the Lender are arm's-length commercial transactions between the Guarantor and its Affiliates, on the one hand, and the Lender and its Affiliates, on the other hand, (ii) the Guarantor has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Guarantor is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other such Margin Loan Documentation; (b)(i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing herein or otherwise by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Guarantor or any of its Affiliates, or any other Person and (ii) the Lender has no obligation to the Guarantor or any of its beneficiaries or Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other such Margin Loan Documentation; and (c) the Lender and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Guarantor, its beneficiaries and its Affiliates, and the Lender has no obligations to disclose any of such interests to the Guarantor or any of its beneficiaries or Affiliates. To the fullest extent permitted by law, the Guarantor hereby waives and releases any claims that it, or any of its beneficiaries, may have against the Lender or its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

19. *Disclosure.* The Guarantor hereby acknowledges and agrees that the Lender and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Loan Parties or their respective Affiliates.

20. *Survival*. The Guarantor hereby agrees to be bound by, and treated as a Loan Party under, Section 8.11 of the Agreement as if the Guarantor were a party to the Agreement for purposes of Section 8.11. The provisions of Sections 9 and 11 to 20 hereof shall survive and remain in full force and effect regardless of the occurrence of the Termination Date.

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized, as of the date first above written.

ENFIELD HOLDINGS, L.P.,
as the Guarantor

By: Enfield Holdings Advisors, Inc., its general partner

By: /s/ Michael LaGatta
Name: Michael LaGatta
Title: Vice President

JPMORGAN CHASE BANK, N.A., LONDON BRANCH,
as the Lender

By: _____
Name: Jeffrey Davidovitch
Title: Executive Director