

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-A**

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES  
PURSUANT TO SECTION 12(b) OR 12(g) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**ENLINK MIDSTREAM PARTNERS, LP**

(Exact Name of Registrant as Specified in Its Charter)

**DELAWARE**  
(State of Incorporation or organization)

**16-1616605**  
(I.R.S. Employer Identification no.)

**2501 CEDAR SPRINGS  
DALLAS, TEXAS**  
(Address of Principal Executive Offices)

**75201**  
(Zip Code)

Securities to be registered pursuant to Section 12(b) of the Act:

**Title of each class  
to be so registered**

**Name of each exchange on which  
each class is to be registered**

**Common Units Representing Limited Partner Interests**

**The New York Stock Exchange**

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class of securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates (if applicable).

Securities to be registered pursuant to Section 12(g) of the Act: **None**

**Item 1. Description of Registrant's Securities to be Registered.**

A description of the common units representing limited partner interests in EnLink Midstream Partners, LP (formerly known as Crosstex Energy, L.P.) (the "Registrant") is set forth under the captions "Description of the Common Units," "Description of Our Partnership Agreement" and "Material Income Tax Considerations" in the prospectus that constitutes a part of the Registrant's Registration Statement on Form S-3 (Registration No. 333-188041), filed with the Securities and Exchange Commission (the "SEC") on April 19, 2013 under the Securities Act of 1933, as amended, and will be set forth in any prospectus filed in accordance with Rule 424(b) thereunder, which description is incorporated herein by reference.

**Item 2. Exhibits.**

The following exhibits are filed as part of this Registration Statement on Form 8-A.

| <b>Exhibit No.</b> | <b>Description</b>   |
|--------------------|--|
| 1                  | Registrant's Registration Statement on Form S-3, as amended (Registration No. 333-188041) (filed with the SEC on April 19, 2013 and incorporated herein by reference).   |
| 2                  | Certificate of Limited Partnership of Crosstex Energy, L.P. (incorporated herein by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-1, Registration No. 333-97779).  |
| 3                  | Certificate of Amendment to the Certificate of Limited Partnership of Crosstex Energy, L.P. (incorporated herein by reference to Exhibit 3.2 to the Registrant's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2012).  |
| 4*                 | Second Amendment to the Certificate of Limited Partnership of Crosstex Energy, L.P.  |
| 5                  | Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of March 23, 2007 (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated March 23, 2007, filed with the SEC on March 27, 2007).                          |
| 6                  | Amendment No. 1 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P. dated December 20, 2007 (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated December 20, 2007, filed with the SEC on December 21, 2007).     |
| 7                  | Amendment No. 2 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P. (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated March 27, 2008, filed with the SEC on March 28, 2008).                                   |
| 8                  | Amendment No. 3 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of January 19, 2010 (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated January 19, 2010, filed with the SEC on January 22, 2010). |

- 9 Amendment No. 4 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of September 13, 2012 (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated September 13, 2012, filed with the SEC on September 14, 2012).
- 10 Amendment No. 5 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of February 27, 2014 (incorporated herein by reference to Exhibit 3.8 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2013).
- 11\* Amendment No. 6 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of March 7, 2014.
- 12\* Form of Specimen Unit Certificate representing common units.

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\* Filed herewith.

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#### SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

ENLINK MIDSTREAM PARTNERS, LP

BY: ENLINK MIDSTREAM GP, LLC,  
its General Partner

Date: March 7, 2014

By: /s/ Michael J. Garberding  
Name: Michael J. Garberding  
Title: Executive Vice President and Chief Financial Officer

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#### EXHIBIT INDEX

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\* Filed herewith.

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**SECOND AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CROSSTEX ENERGY, L.P.**

The undersigned, desiring to amend the Certificate of Limited Partnership of Crosstex Energy, L.P. pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, does hereby certify as follows:

FIRST: The name of the limited partnership is Crosstex Energy, L.P.

SECOND: Article I of the Certificate of Limited Partnership shall be amended to read as follows:

I. The name of the limited partnership is EnLink Midstream Partners, LP.

THIRD: Article III of the Certificate of Limited Partnership shall be amended to read as follows:

III. The name and mailing address of the general partner are as follows:

| Name                     | Mailing Address                                       |
|--------------------------|---|
| EnLink Midstream GP, LLC | 2501 Cedar Springs Rd., Suite 100<br>Dallas, TX 75201 |

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment to the Certificate of Limited Partnership as of this 7th day of March, 2014.

**GENERAL PARTNER:**

**ENLINK MIDSTREAM GP, LLC**

By: /s/ Michael J. Garberding  
Michael J. Garberding  
Executive Vice President and  
Chief Financial Officer



**AMENDMENT NO. 6 TO  
SIXTH AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
CROSSTEX ENERGY, L.P.**

This AMENDMENT NO. 6 TO SIXTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CROSSTEX ENERGY, L.P. (this "Amendment"), dated as of March 7, 2014, is entered into by EnLink Midstream GP, LLC (formerly known as Crosstex Energy GP, LLC), a Delaware limited liability company (the "General Partner"), as general partner of EnLink Midstream Partners, LP (formerly known as Crosstex Energy, L.P.), a Delaware limited partnership (the "Partnership"). Capitalized terms used but not defined herein are used as defined in the Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of March 23, 2007, as amended by Amendment No. 1, dated as of December 20, 2007, Amendment No. 2, effective as of January 1, 2007, Amendment No. 3, dated as of January 19, 2010, Amendment No. 4, dated as of September 13, 2012 thereto and Amendment No. 5, dated as of February 27, 2014 (as so amended, the "Partnership Agreement").

RECITALS:

**WHEREAS**, Section 13.1(d)(i) of the Partnership Agreement provides that the General Partner, without the approval of any Partner or Assignee, may amend any provision of the Partnership Agreement to reflect a change that, in the discretion of the General Partner, does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect. The General Partner has determined that the following amendment to the Partnership Agreement does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect.

**WHEREAS**, Section 5.6 of the Partnership Agreement provides that the General Partner, without the approval of any Limited Partners, may issue additional Partnership Securities, or classes or series thereof, for any Partnership purpose at any time and from time to time, and may issue such Partnership Securities for such consideration and on such terms and conditions as shall be established by the General Partner in its sole discretion, all without the approval of any Limited Partners.

**WHEREAS**, Section 13.1(g) of the Partnership Agreement provides that the General Partner, without the approval of any Partner or Assignee, may amend any provision of the Partnership Agreement to reflect an amendment that, in the discretion of the General Partner, is necessary or advisable in connection with the authorization or issuance of any class or series of Partnership Securities pursuant to Section 5.6 of the Partnership Agreement.

**WHEREAS**, Devon Energy Corporation, a Delaware corporation, Devon Gas Corporation, a Delaware corporation, Devon Gas Services, L.P., a Texas limited partnership, and Southwestern Gas Pipeline, Inc., a Texas corporation (collectively, the "Contributing Parties"), and EnLink Midstream Operating, LP (formerly known as Crosstex Energy Services, L.P.), a Delaware

limited partnership, and the Partnership entered into that certain Contribution Agreement (the "Contribution Agreement") dated October 21, 2013, pursuant to which the Contributing Parties will contribute membership interests and limited partner interests in certain Delaware limited liability companies and limited partnerships, as applicable, in exchange for aggregate consideration that includes the issuance of Class B Common Units.

**WHEREAS**, the General Partner has determined that it is in the best interest of the Partnership to adopt this Amendment in order to (i) provide for the issuance of the Class B Common Units to certain persons pursuant to the Contribution Agreement and (ii) reflect changes to the name of the Partnership, the General Partner and the Operating Partnership, which name changes were effected as of the date hereof.

**WHEREAS**, acting pursuant to the power and authority granted to it: (i) under Section 13.1(d)(i) of the Partnership Agreement, the General Partner has determined that this Amendment to the Partnership Agreement does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, and (ii) under Section 13.1(g) of the Partnership Agreement, the General Partner has determined that this Amendment to the Partnership Agreement is necessary and advisable in connection with the authorization of issuance of the Class B Units.

**NOW, THEREFORE**, the Partnership Agreement is amended as follows:

Section 1. Amendment Relating to Class B Common Units

- (a) Section 1.1 is amended to add or amend and restate the following definitions in the appropriate alphabetical order:
- (i) "Class B Capital Amount" has the meaning ascribed to such term in Section 5.5(a).
  - (ii) "Class B Common Unit" means a Partnership Security representing a fractional part of the Partnership Interests of all Limited Partners and Assignees, and having the rights and obligations specified with respect to the Class B Units in this Agreement.
  - (iii) "Class B Conversion Effective Date" has the meaning assigned to such term in Section 5.16(b)(vi).
  - (iv) "Closing Quarter" means the Quarter commencing on January 1, 2014.
  - (v) "2013 Contribution Agreement" means the Contribution Agreement by and among the Contributing Parties, the Partnership and Crosstex Energy Services, L.P., dated as of October 21, 2013.
  - (vi) "Contribution Agreement Closing Date" means the date of the closing of the contribution of membership interests in certain Delaware limited liability companies, pursuant to the 2013 Contribution Agreement.

(vii) "Contribution Agreements" means, collectively, the First Contribution Agreement, the Closing Contribution Agreement and the 2013 Contribution Agreement.

(viii) "Partnership Security" means any class or series of equity interest in the Partnership (but excluding any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership), including, without limitation, Common Units, Class B Common Units, Series A Preferred Units, and Incentive Distribution Rights.

(ix) “*Preceding Quarter*” means the Quarter immediately prior to the Closing Quarter.

(x) “*Retained Converted Class B Common Units*” has the meaning assigned to such term in Section 5.5(c)(iii).

(xi) “*Unit*” means a Partnership Security that is designated as a “Unit” and shall include Common Units, Class B Common Units, Subordinated Units and Series A Preferred Units, but shall not include (i) General Partner Units (or the General Partner Interest represented thereby) or (ii) Incentive Distribution Rights.

(xii) “*Unit Majority*” means at least a majority of the Outstanding Units.

(b) Section 1.1 of the Partnership Agreement is hereby further amended to amend and restate the final sentence to the definition of “Common Unit” as follows:

The term “Common Unit” does not refer to a Senior Subordinated Unit, a Senior Subordinated Series C Unit, a Senior Subordinated Series D Unit, a Subordinated Unit or a Class B Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

(c) Section 4.8(c) of the Partnership Agreement is amended to add the following sentence at the end of such section as follows:

The transfer of a Class B Common Unit that has converted into a Common Unit shall be subject to the restrictions imposed by Section 5.16(b)(vi)(y).

(d) Section 5.5(a) of the Partnership Agreement is amended to add the following at the end of such section:

The initial Capital Account balance in respect of each Class B Common Unit shall equal (A) the closing price of a Common Unit on the National Securities Exchange on the Contribution Agreement Closing Date less (B) if the Class B Common Units are outstanding on the Record Date for the distribution on the Common Unit with respect to the Preceding Quarter, the amount of that distribution less (C) the excess of (x) the amount of distribution paid per Common Unit with respect to the Closing Quarter, over (y) the amount of distribution paid per Class B Unit with respect to the Closing Quarter (the “*Class B Capital Amount*”), and the initial Capital Account balance of each holder of Class B Common Units in respect of all Class B Common Units held shall be the product of such Class B Capital Amount multiplied by the number of Class B Common Units held thereby.

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(e) Article V is amended to add a new Section 5.16 creating a new series of Units to read in its entirety:

Section 5.16. Establishment of Class B Common Units.

(a) *General.* The General Partner hereby designates and creates a series of Units to be designated as “*Class B Common Units*” and consisting of a total of 120,542,441 Class B Common Units, having the same rights and preferences, and subject to the same duties and obligations as the Common Units, except as set forth in this Section 5.16.

(b) *Rights of Class B Common Units.* During the period commencing upon the date of issuance of the Class B Common Units and ending on the Class B Conversion Effective Date, the Class B Common Units shall have the following rights and preferences and shall be subject to the following duties and obligations:

(i) *Allocations.* Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction and credit shall be allocated to the Class B Units to the same extent as such items would be so allocated if such Class B Units were Common Units that were then Outstanding.

(ii) *Distributions.* Except as otherwise provided in this Agreement, the Class B Units shall have the right to share in partnership distributions of Available Cash pursuant to Section 6.3, 6.4 or 6.5 on a pro rata basis with the Common Units (excluding distributions with respect to (A) the Closing Quarter and (B) the Preceding Quarter), so that the amount of any Partnership distribution to each Common Unit will equal the amount of such distribution to each Class B Unit. The Class B Units shall have the right to share in Partnership distributions of Available Cash pursuant to Section 6.3, 6.4 or 6.5 with respect to the Closing Quarter, so that the amount of any Partnership distribution to each Class B Unit in respect of such Quarter will equal (A) the amount of the distribution in respect of such Quarter to each Common Unit multiplied by (B) a fraction, (x) the numerator of which is the number of days commencing with the Contribution Agreement Closing Date and ending with the last day of such Quarter and (y) the denominator of which is the total number of days in such Quarter.

(iii) *Voting Rights.* Prior to the Class B Conversion Effective Date, the Class B Units shall be entitled to vote as a single class with the holders of the Common Units on any matters on which Unitholders are entitled to vote, and shall be entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class B Units in relation to other classes of Partnership Interests (including as a result of a merger or consolidation) or as required by law. The approval of a majority of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate

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class. Each Class B Unit will be entitled to the number of votes equal to the number of Common Units into which a Class B Unit is convertible at the time of the record date for the vote or written consent on the matter.

(iv) *Certificates.* The Class B Units will not be evidenced by certificates. The Class B Units may be assigned or transferred in a manner identical to the assignment and transfer of Common Units.

(v) *Registrar and Transfer Agent.* The General Partner will act as registrar and transfer agent of the Class B Units.

(vi) *Conversion.*

(x) Each Class B Unit shall automatically convert into one Common Unit (subject to appropriate adjustment in the event of any split-up, combination or similar event affecting the Common Units or other Units that occurs prior to the conversion of the Class B Units) effective as of the first Business Day following the Record Date for the distribution with respect to the Quarter in which the Contribution Agreement Closing Date occurs (the “*Class B Conversion Effective Date*”) without any further action by the holders thereof and without the approval of any Partner. The terms of the Class B Units will be changed, automatically and without further action, on the Class B Conversion Effective Date so that each Class B Unit is converted into one Common Unit and, immediately thereafter, none of the Class B Units shall be Outstanding; provided, however, that such converted Class B Units will remain subject to the provisions of Section 5.16(b)(vi)(y) and 6.13. Such conversion shall be effective as of the Class B Conversion Effective Date, and the Person entitled to receive the Common Units issuable upon such conversion shall be treated for all purposes as the record holder of such Common Units as of such date.

(y) A Unitholder holding a Class B Unit that has converted into a Common Unit pursuant to Section 5.16(b)(vi)(x) shall not be permitted to transfer its converted Class B Units to a Person which is not an Affiliate of the holder until such time as the General Partner determines, based on advice of counsel, that a converted Class B Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax characteristics of an Initial Common Unit; provided, however, that the comparison of such federal income tax characteristics shall be made by comparing the federal income tax characteristics of an Initial Common Unit and the converted Class B Unit in the hands of a purchaser for cash of such converted Class B Unit for its fair market value.

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(vii) *Common Unit Issuance.* On the Class B Conversion Effective Date, the Partnership shall cause the Transfer Agent to reflect the issuance of the Common Units book entry on the books and records of the Partnership.

(f) Section 6.1(d)(iii)(A) is amended and restated to read in its entirety:

(A) If the amount of cash or the Net Agreed Value of any property distributed (except (x) for any difference resulting from the application of Section 5.16(b)(ii) to the Closing Quarter or the Preceding Quarter or (y) cash or property distributed or deemed distributed pursuant to Section 12.4) to any class of Unitholder with respect to its Units (other than to the Series A Preferred Unitholders with respect to the Series A Preferred Units) for a taxable period is greater (on a per Unit basis) than the amount of cash or the Net Agreed Value of property distributed to any other class of Unitholders (other than (i) the class of Unitholders holding Series A Preferred Units and (ii) the class of Unitholders holding Class D Units, but only in cases where allocations have not previously been made under 6.1(d)(ix)(E)) with respect to their Units (on a per Unit basis) for such taxable period, then (1) each Unitholder receiving such greater cash or property distribution shall be allocated gross income in an amount equal to the product of (aa) the amount by which the distribution (on a per Unit basis) to such Unitholder exceeds the distribution (on a per Unit basis) to the Unitholders (other than (i) the class of Unitholders holding Series A Preferred Units and (ii) the class of Unitholders holding Class D Units, but only in cases where allocations have not previously been made under 6.1(d)(ix)(E)) receiving the smallest distribution and (bb) the number of Units owned by the Unitholder receiving the greater distribution; and (2) the General Partner shall be allocated gross income in an aggregate amount equal to the product obtained by multiplying (aa) the quotient determined by dividing (x) the General Partner's Percentage Interest at the time in which the greater cash or property distribution occurs, by (y) the sum of 100% less the General Partner's Percentage Interest at the time in which the greater cash or property distribution occurs times (bb) the sum of the amounts allocated in clause (1) above.

Section 2. *Amendment Relating to Name Changes.* Each reference in the Partnership Agreement to: (a) "Crosstex Energy, L.P." is hereby amended and replaced with "EnLink Midstream Partners, LP", (b) "Crosstex Energy GP, LLC" is hereby amended and replaced with "EnLink Midstream GP, LLC" and (c) "Crosstex Energy Services, L.P." is hereby amended and replaced with EnLink Midstream Operating, LP.

Section 3. *General Authority.* The appropriate officers of the General Partner are hereby authorized to make such further clarifying and conforming changes they deem necessary or appropriate, and to interpret the Partnership Agreement, to give effect to the intent and purpose of this Amendment.

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Section 4. *Ratification of Partnership Agreement.* Except as expressly modified and amended herein, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 5. *Governing Law.* This Amendment will be governed by and construed in accordance with the laws of the State of Delaware.

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IN WITNESS WHEREOF, the General Partner has executed this Amendment to be effective as of the date first set forth above.

**GENERAL PARTNER:**

**CROSSTEX ENERGY GP, LLC**

By: /s/ Michael J. Garberding  
Michael J. Garberding  
Executive Vice President and  
Chief Financial Officer

SIGNATURE PAGE TO AMENDMENT  
TO LIMITED PARTNERSHIP AGREEMENT

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Specimen Unit Certificate
Evidencing Common Units
Representing Limited Partner Interests in
EnLink Midstream Partners, LP

Number

Common Units

In accordance with Section 4.1 of the Sixth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP, as amended, supplemented or restated from time to time (the "Partnership Agreement"), EnLink Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), hereby certifies that (the "Holder") is the registered owner of Common Units representing limited partner interests in the Partnership (the "Common Units") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed and accompanied by a properly executed application for transfer of the Common Units represented by this Certificate. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 2501 Cedar Springs, Suite 100, Dallas, Texas 75201. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, (iii) granted the powers of attorney provided for in the Partnership Agreement and (iv) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar.

Dated: \_\_\_\_\_

EnLink Midstream Partners, LP

Countersigned and Registered by:

By: EnLink Midstream GP, LLC,
its General Partner

\_\_\_\_\_
as Transfer Agent and Registrar

By: \_\_\_\_\_
Name: \_\_\_\_\_

By: \_\_\_\_\_
Authorized Signature

By: \_\_\_\_\_
Secretary

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

- TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT/TRANSFERS MIN ACT Custodian (Minor) under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS
in
ENLINK MIDSTREAM PARTNERS, LP

FOR VALUE RECEIVED, hereby assigns, conveys, sells and transfers unto

\_\_\_\_\_
(Please print or typewrite name and address of Assignee)

\_\_\_\_\_
(Please insert Social Security or other identifying number of Assignee)

Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint as its attorney-in-fact with full power of substitution to transfer the same on the books of EnLink Midstream Partners, LP.

Date: \_\_\_\_\_

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE
GUARANTOR INSTITUTION (BANKS, STOCKBROKERS,
SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS
WITH MEMBERSHIP IN AN APPROVED SIGNATURE
GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C.
RULE 17d-15

\_\_\_\_\_
(Signature)

\_\_\_\_\_
(Signature)

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer and an Application for Transfer of Common Units has been executed by a transferee either (a) on the form set forth below or (b) on a separate application that the Partnership will furnish on request without charge. A transferor of the Common Units shall have no duty to the transferee with respect to execution of the transfer application in order for such transferee to obtain registration of the transfer of the Common Units.

APPLICATION FOR TRANSFER OF COMMON UNITS

The undersigned ("Assignee") hereby applies for transfer to the name of the Assignee of the Common Units evidenced hereby.

The Assignee (a) requests admission as a Substituted Limited Partner and agrees to comply with and be bound by, and hereby executes, the Sixth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP (the "Partnership"), as amended, supplemented or restated to the date hereof (the "Partnership Agreement"), (b) represents and warrants that the Assignee has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, (c) appoints the General Partner of the Partnership and, if a Liquidator shall be appointed, the Liquidator of the Partnership as the Assignee's attorney-in-fact to execute, swear to, acknowledge and file any document, including, without limitation, the Partnership Agreement and any amendment thereto and the Certificate of Limited Partnership of the Partnership and any amendment thereto, necessary or appropriate for the Assignee's admission as a Substituted Limited Partner and as a party to the Partnership Agreement, (d) gives the powers of attorney provided for in the Partnership Agreement, and (e) makes the waivers and gives the consents and approvals contained in the Partnership Agreement. Capitalized terms not defined herein have the meanings assigned to such terms in the Partnership Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Social Security or other identifying number

\_\_\_\_\_  
Signature of Assignee

\_\_\_\_\_  
Purchase Price including commissions, if any

\_\_\_\_\_  
Name and Address of Assignee

Type of Entity (check one):

- Individual  Partnership  Corporation
 Trust  Other (specify)

Nationality (check one):

- U.S. Citizen, Resident or Domestic Entity
 Foreign Corporation  Non-resident Alien

If the U.S. Citizen, Resident or Domestic Entity box is checked, the following certification must be completed.

Under Section 1445(e) of the Internal Revenue Code of 1986, as amended (the "Code"), the Partnership must withhold tax with respect to certain transfers of property if a holder of an interest in the Partnership is a foreign person. To inform the Partnership that no withholding is required with respect to the undersigned interestholder's interest in it, the undersigned hereby certifies the following (or, if applicable, certifies the following on behalf of the interestholder).

Complete Either A or B:

A. Individual Interestholder

- 1. I am not a non-resident alien for purposes of U.S. income taxation.
2. My U.S. taxpayer identification number (Social Security Number) is
3. My home address is

B. Partnership, Corporation or Other Interestholder

- 1. is not a foreign corporation, foreign partnership, foreign trust (Name of Interestholder) or foreign estate (as those terms are defined in the Code and Treasury Regulations).
2. The interestholder's U.S. employer identification number is
3. The interestholder's office address and place of incorporation (if applicable) is

The interestholder agrees to notify the Partnership within sixty (60) days of the date the interestholder becomes a foreign person.

The interestholder understands that this certificate may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained herein could be punishable by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete and, if applicable, I further declare that I have authority to sign this document on behalf of:

\_\_\_\_\_  
Name of Interestholder
\_\_\_\_\_  
Signature and Date
\_\_\_\_\_  
Title (if applicable)

Note: If the Assignee is a broker, dealer, bank, trust company, clearing corporation, other nominee holder or an agent of any of the foregoing, and is holding for the account of any other person, this application should be completed by an officer thereof or, in the case of a broker or dealer, by a registered representative who is a member of a registered national securities exchange or a member of the Financial Industry Regulatory Authority, or, in the case of any other nominee holder, a person performing a similar function.



If the Assignee is a broker, dealer, bank, trust company, clearing corporation, other nominee owner or an agent of any of the foregoing, the above certification as to any person for whom the Assignee will hold the Common Units shall be made to the best of the Assignee's knowledge.

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