

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): **March 6, 2014**

ENLINK MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

DELAWARE

(State or Other Jurisdiction of
Incorporation or Organization)

001-36340

(Commission File
Number)

16-1616605

(I.R.S. Employer Identification No.)

**2501 CEDAR SPRINGS RD.
DALLAS, TEXAS**

(Address of Principal Executive Offices)

75201

(Zip Code)

Registrant's telephone number, including area code: **(214) 953-9500**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions *see* General Instruction A.2. below:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Explanatory Note

On March 7, 2014, EnLink Midstream Partners, LP (formerly known as Crosstex Energy, L.P.) (the "Partnership") consummated the transactions contemplated by the Contribution Agreement, dated as of October 21, 2013 (the "Contribution Agreement"), among the Partnership, EnLink Midstream Operating, LP (formerly known as Crosstex Energy Services, L.P.), a wholly-owned subsidiary of the Partnership ("EnLink Midstream Operating"), Devon Energy Corporation ("Devon") and certain of Devon's wholly-owned subsidiaries. Also, on March 7, 2014, Crosstex Energy, Inc. (the "Corporation"), which owns a limited partner interest in the Partnership and directly owns all of the issued and outstanding equity of EnLink Midstream GP, LLC (formerly known as Crosstex Energy GP, LLC), the general partner of the Partnership (the "General Partner"), and Devon consummated the transactions contemplated by the Agreement and Plan of Merger, dated as of October 21, 2013 (the "Merger Agreement"), among the Corporation, Devon, EnLink Midstream, LLC (formerly known as New Public Rangers, L.L.C.) ("EnLink Midstream"), Acacia Natural Gas Corp I, Inc., formerly a wholly-owned subsidiary of Devon ("New Acacia"), and certain other wholly-owned subsidiaries of Devon pursuant to which the Corporation and New Acacia each became wholly-owned subsidiaries of EnLink Midstream (collectively, the "Mergers"). Following the consummation of these transactions, (i) Devon indirectly owns approximately 52% of the outstanding limited partner interests in the Partnership, (ii) EnLink Midstream, in which Devon indirectly owns approximately 70% of the outstanding limited liability company interests, owns approximately 7% of the outstanding limited partner interests, the approximate 1% general partner interest and the incentive distribution rights in the Partnership, and (iii) the Partnership's public unitholders own the remaining 40% of the outstanding limited partner interests in the Partnership.

Item 1.01. Entry into a Material Definitive Agreement.

Unitholder Agreement

In connection with the closing of the transactions contemplated by the Contribution Agreement (the "Contribution Closing"), on March 7, 2014, the Partnership and the General Partner entered into a Unitholder Agreement (the "Unitholder Agreement") with Devon, Devon Gas Corporation ("Devon Gas"), Devon Gas Services, L.P. ("Gas Services") and Southwestern Gas Pipeline, Inc. ("Southwestern Gas" and, together with Gas Services, the "Contributors" and, together with Devon and Devon Gas, the "Devon Parties") relating to the Class B Units representing limited partner interests in the Partnership (the "Class B Units") issued to the Contributors upon the Contribution Closing. Pursuant to the Unitholder Agreement, the Partnership has agreed to prepare and file a shelf registration statement as soon as reasonably practicable following the written request of the Devon Parties with respect to the common units (the "Common Units") representing limited partner interests in the Partnership to be issued to the Devon Parties upon conversion of the Class B Units and to use its reasonable best efforts to cause such registration statement to be effective, supplemented, amended or replaced until such Common Units have been sold pursuant to (a) an effective registration statement, (b) Rule 144, in a sale where the transferee does not receive restricted securities, or (c) a private transaction in which the registration rights are not assigned to the transferee, or until the Common Units otherwise cease to be outstanding. The registration rights agreement will also provide certain customary piggyback rights and information rights. In the

Unitholder Agreement, the Partnership has agreed to indemnify Unitholders (as defined in the Unitholder Agreement) that elect to dispose of their registered Common Units in an underwritten offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the “Securities Act”), or to contribute to payments such Unitholder may be required to make because of any of those liabilities.

The foregoing description of the Unitholder Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Unitholder Agreement, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K (this “Current Report”) and is incorporated herein by reference.

Preferential Rights Agreement

In connection with the Contribution Closing, on March 7, 2014, the Partnership, the Corporation and EnLink Midstream entered into a Preferential Rights Agreement (the “Preferential Rights Agreement”) pursuant to which EnLink Midstream and the Corporation granted the Partnership a right of first refusal for a 10-year period with respect to (i) the Corporation’s interest in E2 Appalachian Compression, LLC, a services company, and E2 Energy Services, LLC, a services company and the manager of E2 Appalachian Compression, LLC, and (ii) the 50% interest in Access Pipeline Inc., a pipeline transportation company, held by Devon, to the extent EnLink Midstream in the future obtains such interest pursuant to a first offer agreement (the “First Offer Agreement”) that was entered into between Devon and EnLink Midstream at the closing of the Mergers. In addition, if EnLink Midstream has the opportunity to exercise its right of first offer pursuant to the First Offer Agreement but determines not to exercise such right, it will be required to assign such right to the Partnership.

The foregoing description of the Preferential Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Preferential Rights Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Commercial Arrangements

Concurrently with the Contribution Closing, EnLink Midstream Services, LLC (“EnLink Midstream Services”), a wholly-owned subsidiary of EnLink Midstream Holdings, LP (“Midstream Holdings”) and, together with its subsidiaries, the “Midstream Group Entities”), in which the Partnership acquired a 50% equity interest upon the Contribution Closing, entered into three 10-year gathering and processing agreements with Gas Services pursuant to which EnLink Midstream Services provides gathering, treating, compression, dehydration, stabilization, processing and fractionation services, as applicable, for natural gas delivered by Gas Services to the Midstream Group Entities’ gathering and processing systems in the Barnett, Cana-Woodford and Arkoma-Woodford Shales. SWG Pipeline, L.L.C. (“SWG Pipeline”), another wholly-owned subsidiary of Midstream Holdings, entered into a 10-year gathering agreement with Gas Services pursuant to which SWG Pipeline provides gathering, treating, compression, dehydration and redelivery services, as applicable, for natural gas delivered by Gas Services to another of the Midstream

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Group Entities’ gathering system in the Barnett Shale. See the “Explanatory Note” for a description of Devon’s interest in the Partnership.

These agreements are effective as of March 1, 2014 and provide the Midstream Group Entities with dedications of all of the natural gas owned or controlled by Devon and produced from or attributable to existing and future wells located on certain oil, natural gas and mineral leases covering lands within the acreage dedications, excluding properties previously dedicated to other natural gas gathering systems not owned and operated by Devon.

Pursuant to the agreements, Gas Services has committed to deliver specified average minimum daily volumes of natural gas to the Midstream Group Entities’ gathering and processing systems in the Barnett, Cana-Woodford and Arkoma-Woodford Shales during each calendar quarter for a five-year period following execution of the agreements. These commitments include 850 million cubic feet per day (MMcf/d) to the Bridgeport gathering systems, 650 MMcf/d to the Bridgeport processing facility, 125 MMcf/d to the East Johnson County gathering system, 330 MMcf/d to the Cana system and 40 MMcf/d to the Northridge system. Gas Services is entitled to firm service, meaning that if capacity on a system is curtailed or reduced, or capacity is otherwise insufficient, the Midstream Group Entities will take delivery of as much Devon natural gas as is permitted in accordance with applicable law.

The gathering and processing agreements are fee-based, and the Midstream Group Entities are paid a specified fee per million British thermal units (MMBtu) for natural gas gathered on the Midstream Group Entities’ gathering systems and a specified fee for natural gas processed as well. The particular fees, all of which are subject to an automatic annual inflation escalator on January 1st of each year, differ from one system to another and the agreements do not contain a fee redetermination clause. The gathering and processing agreements accounted for approximately \$547.8 million of the Partnership’s combined revenues on a pro forma basis for the year ended December 31, 2013.

In the event that Devon sells, transfers or otherwise disposes to a third party properties within the acreage dedications in the Barnett, Cana-Woodford or Arkoma-Woodford Shales, such third party will be subject to the existing gas gathering and processing agreement with the Midstream Group Entities.

The foregoing description of the gathering and processing agreements does not purport to be complete and is qualified in its entirety by reference to the complete text of the gathering and processing agreements, copies of which are filed as Exhibits 10.2, 10.3, 10.4 and 10.5 to this Current Report and are incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement.

Termination of Prior Credit Agreement

In connection with the Contribution Closing and the concurrent closing of the Mergers, on March 7, 2014, the Partnership terminated the Amended and Restated Credit Agreement, dated as of February 10, 2010, as amended to date (the “2010 Credit Agreement”), by and among the Partnership, Bank of America, N.A., as Administrative Agent and L/C Issuer, and the other lenders party thereto. The termination of the 2010 Credit Agreement was a condition to the

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Partnership’s ability to borrow funds and obtain letters of credit under the Credit Agreement with Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer thereunder, Citibank, N.A. and Wells Fargo Bank, National Association, as Co-Syndication Agents, Royal Bank of Canada and Bank of Montreal, as Co-Documentation Agents, and the other lenders party thereto that the Partnership entered into on February 20, 2014 (the “New Credit Agreement”), and the Partnership used borrowings under the New Credit Agreement to repay the outstanding borrowings under the 2010 Credit Agreement.

Termination of Obligations under Omnibus Agreement

As a result of the closing of the Mergers, the Corporation experienced a Change of Control, as defined by the Omnibus Agreement, dated as of December 17, 2002 (the “Omnibus Agreement”), among the Partnership, the Corporation, the General Partner and the other parties thereto. Pursuant to the terms of the Omnibus Agreement and as a result of such Change of Control, on March 7, 2014, the Corporation delivered to the Partnership a notice of termination of Article II of the Omnibus Agreement, which governed the Corporation’s obligation not to compete with the Partnership in the business of gathering, transmitting, treating, processing, storing and marketing of natural gas and the transportation, fractionation, storing and marketing of natural gas liquids unless it first offered the Partnership the opportunity to engage in the activity or acquire the

business. Article II of the Omnibus Agreement was the only remaining operative provision under such agreement.

Item 2.04. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The consummation of the Contribution Closing and Mergers triggered a mandatory repurchase offer with respect to the Partnership's 8.875% senior unsecured notes due 2018 (the "2018 Notes"). The Partnership, together with EnLink Midstream Finance Corporation (formerly known as Crosstex Energy Finance Corporation), issued \$725.0 million in aggregate principal amount of the 2018 Notes on February 10, 2010 in a transaction that was exempt from or not subject to the registration requirements under the Securities Act, and completed an exchange offer for any and all of the unregistered 2018 Notes for a like principal amount of registered 2018 Notes on June 25, 2010. Pursuant to the terms of the indenture governing the 2018 Notes, within 30 days following a Change of Control (as defined in the indenture), unless the Partnership has exercised its right to redeem all of the 2018 Notes, the Partnership is required to make an offer to repurchase the 2018 Notes at a purchase price equal to 101% of the aggregate principal amount of the 2018 Notes repurchased, plus accrued and unpaid interest, if any. The Partnership intends to fulfill its obligations with respect to the mandatory repurchase offer of the 2018 Notes in accordance with the terms of the indenture.

Item 5.01. Changes in Control of Registrant.

Upon the Contribution Closing and the closing of the Mergers, on March 7, 2014, Devon acquired control of the Partnership in exchange for (i) combining Midstream Holdings with the assets of the Partnership and the Corporation and (ii) the other merger consideration consisting of an aggregate cash amount of \$100.0 million and common units of EnLink Midstream (exchanged

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on a one-for-one basis) to former stockholders of the Corporation pursuant to the Merger Agreement. Devon funded the cash consideration in the Mergers with cash on hand. See the "Explanatory Note" for a description of Devon's interest in the Partnership and EnLink Midstream. Devon also owns the managing member of EnLink Midstream, and, as a result of EnLink Midstream's indirect ownership of the General Partner, Devon has the ability to control the Partnership's management and operations.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Director Resignations and Appointments

In anticipation of the Contribution Closing, on March 6, 2014, Rhys J. Best, Bryan H. Lawrence, Cecil E. Martin, Jr. and Dwight D. Scott each tendered his resignation from the Board of Directors (the "Board") of the General Partner effective as of the Contribution Closing. Those resignations did not result from a disagreement with the General Partner. Barry E. Davis, Leldon E. Echols and Kyle D. Vann will continue to serve on the Board.

Additionally, on March 7, 2014, in its capacity as the sole member of the General Partner and pursuant to the Amended GP LLC Agreement (as defined below), the Corporation increased the size of the Board from seven members to nine members and appointed each of the following additional individuals to the Board:

John Richels
Thomas L. Mitchell
David A. Hager
Darryl G. Smette
Mary P. Ricciardello
Scott A. Griffiths

The Board also established three standing committees of the Board, the Audit Committee, Conflicts Committee and Compensation Committee, each of which will be comprised of the following members:

Audit Committee
Leldon E. Echols (Chairman)
Mary P. Ricciardello
Kyle D. Vann

Conflicts Committee
Kyle D. Vann (Chairman)
Scott A. Griffiths

Compensation Committee
Scott A. Griffiths (Chairman)
David A. Hager

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Biographical information for each of the members of the Board is set forth below:

John Richels (62) has been President and Chief Executive Officer of Devon since June 2010. From January 2004 to June 2010, Mr. Richels served as President of Devon. He joined the Board of Directors of Devon in 2007. Prior to 2004, Mr. Richels served as a Senior Vice President of Devon and President and Chief Executive Officer of Devon's Canadian subsidiary. Mr. Richels joined Devon through its 1998 acquisition of Canadian-based Northstar Energy Corp. Prior to joining Northstar, Mr. Richels was Managing and Chief Operating Partner of the Canadian-based national law firm, Bennett Jones. Mr. Richels has served as a director of the General Partner and the managing member of EnLink Midstream since the Contribution Closing and closing of the Mergers on March 7, 2014. Mr. Richels also currently serves on the Boards of Devon Energy, TransCanada Corp. and BOK Financial Corporation. He holds a Bachelor of Arts degree in Economics from York University and a law degree from the University of Windsor.

Barry E. Davis (52) led the management buyout of the midstream assets of Comstock Natural Gas, Inc. in December 1996, which transaction resulted in the formation of the Partnership's predecessor. Mr. Davis has served as director of the General Partner since the Partnership's initial public offering in December 2002 and as a director of the Corporation since its initial public offering in January 2004. Mr. Davis was President and Chief Operating Officer of Comstock Natural Gas and founder of Ventana Natural Gas, a gas marketing and pipeline company that was purchased by Comstock Natural Gas. Mr. Davis started Ventana Natural Gas in June 1992. Prior to starting Ventana, he was Vice President of Marketing and Project Development for Endeveco, Inc. Before joining Endeveco, Mr. Davis was employed by Enserch Exploration in the marketing group. Mr. Davis holds a B.B.A. in Finance from Texas Christian University.

Thomas L. Mitchell (53) has over 30 years of experience in the oil and gas industry and joined Devon as Executive Vice President and Chief Financial Officer in

February 2014. Prior to Devon, Mr. Mitchell served on the board of directors and as the Executive Vice President and Chief Financial Officer of Midstates Petroleum Company throughout its initial public offering process. Prior to that, Mr. Mitchell served as Senior Vice President and Chief Financial Officer of Noble Corporation and spent 18 years with Apache Corporation in various financial and commercial roles. Mr. Mitchell has served as a director of the General Partner and the managing member of EnLink Midstream since the Contribution Closing and closing of the Mergers on March 7, 2014. He also is a Director on the Board of Hines Global REIT, Inc., a public real estate investment trust managed by Hines Interests, and holds a Bachelor of Science degree in Accounting from Bob Jones University.

David A. Hager (57) is the Chief Operating Officer of Devon. He joined Devon in 2009 as Executive Vice President of Exploration and Production. Prior to Devon, Mr. Hager held several positions within Kerr-McGee Corp, most recently as Chief Operating Officer in the period just before its merger with Andarko Petroleum. Mr. Hager has been a Director and Chairman of the Reserves Committee on Devon's Board since 2007 and has served as a Director for Pride International, Inc. Mr. Hager has served as a director of the General Partner and the managing member of EnLink Midstream since the Contribution Closing and closing of the Mergers on March 7, 2014. He holds a Bachelor of Science degree in Geophysics from Purdue University and a Master's in Business Administration degree from Southern Methodist University.

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Darryl G. Smette (66) has been the Executive Vice President Marketing, Midstream and Supply Chain of Devon since 1999. Prior to joining Devon, he spent 15 years in various marketing roles with Energy Reserves Group Inc. / BHP Petroleum (Americas) Inc. He is involved with the University of Texas Department of Continuing Education as an oil and gas industry instructor. Mr. Smette is also a member of the Oklahoma Independent Producers Association, Natural Gas Association of Oklahoma and the American Gas Association. Mr. Smette has served as a director of the General Partner and the managing member of EnLink Midstream since the Contribution Closing and the closing of the Mergers on March 7, 2014. He also is serving as a Director on the Board of Panhandle Oil & Gas Inc. and holds a Bachelor degree from Minot State University and a Masters in Business Administration degree from Wichita State University.

Mary P. Ricciardello (58) was Senior Vice President and Chief Accounting Officer at Reliant Energy Inc., a leading independent power producer and marketer until 2002. She began her career with Reliant in 1982 and served in various financial management positions with the company including Comptroller and Vice President. Ms. Ricciardello has served as a director of the General Partner and the managing member of EnLink Midstream since the Contribution Closing and the closing of the Mergers on March 7, 2014. Ms. Ricciardello also serves on the Board of Directors of Devon Energy, Noble Corporation and Midstates Petroleum Company, and has served on the Board of Directors for US Concrete. Ms. Ricciardello holds a Bachelor of Science degree in Business Administration from the University of South Dakota and a Master's in Business Administration with an emphasis in Finance from the University of Houston. She is a licensed Certified Public Accountant.

Leldon E. Echols (58) joined the General Partner as a director in January 2008. Mr. Echols is a private investor. Mr. Echols also currently serves as an independent director of the managing member of EnLink Midstream, Trinity Industries, Inc. and HollyFrontier Corporation an independent petroleum refiner and marketer. Mr. Echols brings 30 years of financial and business experience to the General Partner and the Partnership. After 22 years with the accounting firm Arthur Andersen LLP, which included serving as managing partner of the firm's audit and business advisory practice in North Texas, Colorado and Oklahoma, Mr. Echols spent six years with Centex Corporation as executive vice president and chief financial officer. He retired from Centex Corporation in June 2006. Mr. Echols is also a member of the board of directors of Roofing Supply Group Holdings, Inc., a private company. He also served on the board of TXU Corporation where he chaired the Audit Committee and was a member of the Strategic Transactions Committee until the completion of the private equity buyout of TXU in October 2007. Mr. Echols earned a Bachelor of Science degree in accounting from Arkansas State University and is a Certified Public Accountant. He is a member of the American Institute of Certified Public Accountants and the Texas Society of CPAs. Mr. Echols also served as a director of the Corporation from January 2008 until the Mergers.

Scott A. Griffiths (59) has been an independent Oil and Gas Consultant since 2007, advising clients on various Gulf of Mexico investment opportunities. Prior to that, he served as Senior Vice President and Chief Operating Officer of Hydro Gulf of Mexico, LLC until December 2006. Mr. Griffiths was Executive Vice President and Chief Operating Officer of Spinnaker Exploration Company and also served in senior management and exploration roles at Ocean Energy, Inc., Global Natural Resources, Inc. and Shell Oil Company. Mr. Griffiths has served as a director of the General Partner since the Contribution Closing on March 7, 2014. Mr. Griffiths also is a director of EPL Oil & Gas Inc. and served as a director of Copano Energy, LLC until it was acquired by Kinder Morgan Energy Partners in 2013. He holds a Bachelor of Science in

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Geology from the University of New Mexico, a Master's in Geology from Indiana University and completed the Advanced Management Program at Harvard Business School.

Kyle D. Vann (66) joined the General Partner as a director in April 2006. Mr. Vann began his career with Exxon Corporation in 1969. After ten years at Exxon, he joined Koch Industries and served in various leadership capacities, including senior vice president from 1995-2000. In 2001, he then took on the role of CEO of Energy-Koch, LP, an energy trading and transportation company, which was sold in 2004. Currently, Mr. Vann continues to consult with Energy and is an executive advisor to CCMP Capital Advisors, LLC. He also serves on the boards of Texon, L.P., Chaparral Energy and Legacy Reserves, LLC (NASDAQ: LGCY). He also serves on the board of directors for Mars Hill Productions and Generous Giving, which are private, charitable non-profits. Mr. Vann graduated from the University of Kansas with a Bachelor of Science degree in chemical engineering. He is a member of the Board of Advisors for the University of Kansas School of Engineering (where he was a recipient of the Distinguished Engineering Service Award).

Each director of the General Partner who is not an employee of the General Partner or Devon is paid an annual retainer fee of \$50,000 and equity compensation valued at \$100,000. Directors do not receive an attendance fee for each regularly scheduled quarterly board meeting but are paid \$1,500 for each additional meeting that they attend. Also, an attendance fee of \$1,500 is paid to each director for each committee meeting that is attended, other than the Audit Committee which pays a fee of \$3,000 per meeting. The respective Chairs of each committee receive the following annual fees: Audit—\$12,500, Compensation—\$10,000 and Conflicts—\$10,000. Directors are also reimbursed for related out-of-pocket expenses. John Richels, Barry E. Davis, Thomas Mitchell, David Hager and Darryl Smette, as officers of the General Partner or Devon, receive no separate compensation for their respective service as directors. For directors that serve on both the Board and the board of the managing member of EnLink Midstream, the annual retainer fee is generally allocated 50% to the Partnership and 50% to EnLink Midstream and equity grants are comprised of 50% Partnership units and 50% EnLink Midstream units.

Four of the General Partner's directors, including John Richels, the chairman of the Board, and Thomas Mitchell, David Hager and Darryl Smette, are officers of Devon and may have conflicts of interest arising from (i) Devon's interest as the controlling equityholder of the Partnership and EnLink Midstream, (ii) Devon's interest in the commercial arrangements described above and (iii) the following transactions between Devon and the Partnership:

Historical Customer Relationship with Devon

The Partnership has historically maintained a customer relationship with Devon pursuant to which certain of the Partnership's subsidiaries provide gathering, transportation, processing and gas lift services to Devon subsidiaries in exchange for fee-based compensation under several agreements with such Devon subsidiaries. The terms of these agreements vary, but the agreements expire between July 2014 and July 2021 and they automatically renew for month-to-month or year-to-year periods unless canceled by Devon prior to expiration. In addition, one of the Partnership's subsidiaries has agreements with a subsidiary of Devon pursuant to which the Partnership's subsidiary purchases and sells NGLs and pays or receives, as applicable, a margin-based fee. These NGL purchase and sale agreements have either month-to-month terms or expire in July 2014, depending on the agreement, but none renews automatically. These historical agreements collectively comprise \$72.2 million, or 2.8%, of the Partnership's combined revenue on a pro forma basis for the year ended December 31, 2013.

Transition Services Agreement

In connection with the Contribution Closing, the Partnership entered into a transition services agreement with Devon pursuant to which Devon will provide certain services to the Partnership with respect to the business and operations of Midstream Holdings, including IT, accounting, pipeline integrity, compliance management and procurement services, and the Partnership will provide certain services to Devon and its subsidiaries, including IT, human resources and other commercial and operational services. The Partnership expects this agreement will have minimal to no impact on its annual revenue.

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GCF Agreement

In connection with the Contribution Closing, Midstream Holdings entered into an agreement with a wholly-owned subsidiary of Devon pursuant to which Devon agreed, from and after the closing of the business combination, to hold for the benefit of Midstream Holdings the economic benefits and burdens of Devon's 38.75% interest in Gulf Coast Fractionators, which owns a fractionation facility in Mont Belvieu, Texas. The Partnership expects this agreement to contribute approximately \$12.0 million to its income from equity investments for fiscal year 2014.

Lone Camp Gas Storage Agreement

In connection with the Contribution Closing, Midstream Services entered into an agreement with Gas Services under which Midstream Holdings will provide gas storage services at its Lone Camp storage facility. Under this agreement, Gas Services will reimburse Midstream Services for the expenses it incurs in providing the storage services. The Partnership expects this agreement will have minimal to no impact on its annual revenue.

Acacia Transportation Agreement

In connection with the Contribution Closing, a subsidiary of Midstream Holdings entered into an agreement with a wholly-owned subsidiary of Devon pursuant to which Midstream Holdings provides transportation services to Devon on its Acacia pipeline. This agreement accounted for approximately \$14.4 million of the Partnership's combined revenues on a pro forma basis for the year ended December 31, 2013.

Office Leases

In connection with the Contribution Closing, EnLink Midstream Operating entered into three office lease agreements with a wholly-owned subsidiary of Devon pursuant to which EnLink Midstream Operating will lease office space from Devon at its Bridgeport, Oklahoma City and Cresson office buildings. Rent payable to Devon under these lease agreements is \$174,000, \$31,000 and \$66,000, respectively, on an annual basis.

Tax Sharing Agreement

In connection with the Contribution Closing, the Partnership, EnLink Midstream and Devon entered into a tax sharing agreement providing for the allocation of responsibilities, liabilities and benefits relating to any tax for which a combined tax return is due. In 2013, EnLink Midstream and Devon incurred approximately \$3.0 million in taxes that would have been subject to the tax sharing agreement, had it been effective.

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Executive Officer Appointments and Resignations

On March 7, 2014, the Board reappointed Barry E. Davis as President and Chief Executive Officer of the General Partner, Joe A. Davis as Executive Vice President, General Counsel and Secretary of the General Partner and Michael J. Garberding as Executive Vice President and Chief Financial Officer of the General Partner. The Board also appointed additional members of senior management, including Steve J. Hoppe as Executive Vice President and President of Gas Gathering, Processing and Transmission of the General Partner and McMillan (Mac) Hummel as Executive Vice President and President of Natural Gas Liquids and Crude of the General Partner. Barry E. Davis and Joe A. Davis are not related. In addition, effective March 7, 2014, William W. Davis resigned from the position of Executive Vice President and Chief Operating Officer, and entered into the Consulting Agreement (as defined below).

Biographical information for each of the foregoing executive officers (other than Barry E. Davis, whose biography is included above) is set forth below:

Joe A. Davis (53) is the Executive Vice President, General Counsel and Secretary of the General Partner. Mr. Davis previously joined the general partner of the Partnership's predecessor, Crosstex Energy, L.P. (the "Predecessor"), in October 2005. He began his legal career in 1985 with the Dallas firm of Worsham Forsythe, which merged with the international law firm of Hunton & Williams in 2002. Most recently, he served as a partner in the firm's Energy Practice Group, and served on the firm's Executive Committee. Mr. Davis specialized in facility development, sales, acquisitions and financing for the energy industry, representing entrepreneurial start up/development companies, growth companies, large public corporations and large electric and gas utilities. He received his J.D. from Baylor Law School in Waco and his B.S. degree from the University of Texas in Dallas.

Michael J. Garberding (45) is the Executive Vice President and Chief Financial Officer of the General Partner. Mr. Garberding previously joined the Predecessor in February 2008. Mr. Garberding assumed the role of Senior Vice President and Chief Financial Officer of the Predecessor in August 2011 and the

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role of Executive Vice President and Chief Financial Officer of the Predecessor in January 2013. Mr. Garberding previously led the finance and business development organization for the Predecessor. Mr. Garberding has 20 years experience in finance and accounting. From 2002 to 2008, Mr. Garberding held various finance and business development positions at TXU Corporation, including assistant treasurer. In addition, Mr. Garberding worked at Enron North America as a Finance Manager and Arthur Andersen LLP as an Audit Manager. He received his Masters in Business Administration from the University of Michigan in 1999 and his B.B.A. in Accounting from Texas A&M University in 1991.

Steve J. Hoppe (51) is the Executive Vice President and President of Gas Gathering, Processing and Transmission of the General Partner. Previously, Mr. Hoppe served as Senior Vice President of Midstream Operations for Devon, which he joined in 2007. Mr. Hoppe has more than 25 years of midstream energy-industry experience, including eight years at Thunder Creek Gas Services, where he most recently served as President. Mr. Hoppe holds a Bachelor of Science degree in civil engineering from the University of Wyoming.

McMillan (Mac) Hummel (51) is the Executive Vice President and President of Natural Gas Liquids and Crude of the General Partner. Previously, Mr. Hummel served in various positions with The Williams Companies, which he joined in 1985, including Vice President of Commodity Services, Vice President of Natural Gas Liquids and Olefins and Vice President of Western Region Gathering and Processing. Mr. Hummel began his career with Williams' serving as Director of Business Development for the Northwest Pipeline while living in Calgary, Alberta. Mr. Hummel has been a member of the American Fuel & Petrochemical Manufacturers Petrochemical Committee and the Association of Oil Pipe Lines Pipeline Subcommittee. Mr. Hummel earned a Bachelor of Science degree in accounting and a Masters of Business Administration from the University of Utah.

Indemnification Agreements

The Partnership has entered into indemnification agreements (the "Indemnification Agreements") with each of the General Partner's directors and executive officers (collectively, the "Indemnitees"). Under the terms of the Indemnification Agreements, the Partnership agrees to indemnify and hold each Indemnitee harmless, subject to certain conditions, against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, ERISA excise taxes, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which the Indemnitee is involved, or is threatened to be involved, as a party or otherwise, because the Indemnitee is or was a director, manager or officer of the General Partner or the Partnership, or is or was serving at the request of the General Partner or the Partnership as a manager, managing member, general partner, director, officer, fiduciary, or trustee of another entity, organization or person of any nature. The Partnership has also agreed to advance the expenses of an Indemnitee relating to the foregoing. To the extent that a change in the laws of the State of Delaware permits greater indemnification under any statute, agreement, organizational document or governing document than would be afforded under the

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Indemnification Agreements as of the date of the Indemnification Agreements, the Indemnitee shall enjoy the greater benefits so afforded by such change.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the complete text of the Form of Indemnification Agreement, the form of which is filed as Exhibit 10.6 to this Current Report and is incorporated herein by reference.

Consulting Agreement

On March 7, 2014, in connection with his resignation from the position of Executive Vice President and Chief Operating Officer, William W. Davis entered into a Consulting Services Agreement (the "Consulting Agreement") with EnLink Midstream Operating. Pursuant to the Consulting Agreement, Mr. Davis will perform consultation, project management services and related leadership activities for EnLink Midstream Operating until April 7, 2014. In consideration for such services, EnLink Midstream Operating will pay Mr. Davis \$100,000 and all reasonable expenses incurred by Mr. Davis for travel.

The Consulting Agreement contains other terms and conditions customary for an agreement of its nature. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement which is attached as Exhibit 10.7 to this Current Report and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective March 7, 2014, the General Partner changed its name from Crosstex Energy GP, LLC to EnLink Midstream GP, LLC (the "General Partner Name Change"). The General Partner filed a Certificate of Amendment to its Certificate of Formation (the "GP Certificate Amendment") with the Delaware Secretary of State, and the Corporation, as the sole member of the General Partner, executed the Second Amended and Restated Limited Liability Company Agreement (the "Amended GP LLC Agreement") to effect the General Partner Name Change and incorporate other technical updates. The GP Certificate Amendment and the Amended GP LLC Agreement are attached hereto as Exhibits 3.1 and 3.2, respectively, to this Current Report.

Additionally, effective March 7, 2014, the Partnership changed its name from Crosstex Energy, L.P. to EnLink Midstream Partners, LP (the "Partnership Name Change") and, together with the General Partner Name Change, the "Name Change"). The Partnership filed a Second Amendment to its Certificate of Limited Partnership (the "Partnership Certificate Amendment") with the Delaware Secretary of State to effect the Partnership Name Change and reflect the General Partner Name Change. The Partnership Certificate Amendment is attached hereto as Exhibit 3.3 to this Current Report.

The General Partner also amended (the "Partnership Agreement Amendment") the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership, as amended to date, to reflect the Name Change and to establish the Class B Units. The Class B Units are substantially similar in all respects to the Partnership's Common Units, except that they

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will only be entitled to a pro rata distribution for the fiscal quarter ended March 31, 2014. The Class B Units will automatically convert into Common Units on a one-for-one basis on the first business day following the record date with respect to the distribution for the quarter ended March 31, 2014.

The foregoing description of the Partnership Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Partnership Agreement Amendment, a copy of which is filed as Exhibit 3.4 to this Current Report.

In connection with the Partnership Name Change, the Partnership's trading symbol for its Common Units changed to "ENLK" in connection with the commencement of trading upon the New York Stock Exchange on March 10, 2014. The new CUSIP number for the Partnership's Common Units is 29336U 10 7.

Item 8.01. Other Events.

On March 7, 2014, the General Partner amended and restated its long-term incentive plan to reflect the Name Change and make other technical amendments. A copy of the EnLink Midstream GP, LLC Long-Term Incentive Plan is filed as Exhibit 10.8 to this Current Report and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
3.1	— Certificate of Amendment to the Certificate of Formation of Crosstex Energy GP, LLC.
3.2	— Second Amended and Restated Limited Liability Company Agreement of EnLink Midstream GP, LLC, dated as of March 7,

	2014.
3.3	— Second Amendment to the Certificate of Limited Partnership of Crosstex Energy, L.P.
3.4	— Amendment No. 6 to Sixth Amended and Restated Agreement of Limited Partnership of Crosstex Energy, L.P., dated as of March 7, 2014.
4.1	— Unitholder Agreement, dated as of March 7, 2014, by and among Devon Energy Corporation, Devon Gas Corporation, Devon Gas Services, L.P., Southwestern Gas Pipeline, Inc. and EnLink Midstream Partners, LP.
10.1	— Preferential Rights Agreement, dated as of March 7, 2014, by and among Crosstex Energy, Inc., EnLink Midstream Partners, LP and EnLink Midstream, LLC.
10.2†	— Gas Gathering and Processing Contract—Bridgeport Plant, dated as of March 7, 2014, by and between Devon Gas Services, L.P. and EnLink Midstream Services, LLC.
10.3†	— Gas Gathering and Processing Contract—Cana Plant, dated as of March 7, 2014, by and between Devon Gas Services, L.P. and EnLink Midstream Services, LLC.
10.4†	— Gas Gathering and Processing Contract—Northridge Plant, dated as of March 7, 2014, by and between Devon Gas Services, L.P. and EnLink Midstream Services, LLC.
10.5†	— Gas Gathering and Processing Contract—East Johnson County System, dated as of March 7, 2014, by and between Devon Gas Services, L.P. and SWG Pipeline, L.L.C.
10.6	— Form of Indemnification Agreement.
10.7	— Consulting Services Agreement, dated as of March 7, 2014, by and between William W. Davis and EnLink Midstream Operating, LP
10.8	— EnLink Midstream GP, LLC Long-Term Incentive Plan, as amended and restated on March 7, 2014.

† Application has been made to the Securities and Exchange Commission for confidential treatment of certain provisions of this exhibit. Omitted material for which confidential treatment has been requested has been separately filed with the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Partnership has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC, its General Partner

Date: March 11, 2014

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

INDEX TO EXHIBITS

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† Application has been made to the Securities and Exchange Commission for confidential treatment of certain provisions of this exhibit. Omitted material for which confidential treatment has been requested has been separately filed with the Securities and Exchange Commission.

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION
OF
CROSSTEX ENERGY GP, LLC**

The undersigned, desiring to amend the Certificate of Formation of Crosstex Energy GP, LLC (the "Company") pursuant to the provisions of Section 18-202 of the Delaware Limited Liability Company Act, does hereby certify as follows:

FIRST: The name of the Company is Crosstex Energy GP, LLC.

SECOND: Article 1 of the Certificate of Formation shall be amended as follows:

1. The name of the limited liability company is EnLink Midstream GP, LLC.

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

By: /s/ Michael J. Garberding
Name: Michael J. Garberding
Title: Authorized Person

**SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENLINK MIDSTREAM GP, LLC**

This SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of EnLink Midstream GP, LLC, a Delaware limited liability company (the “*Company*”), dated as of the 7th day of March, 2014, is adopted, executed and agreed to, for good and valuable consideration, by Crosstex Energy, Inc. (to be renamed EnLink Midstream, Inc. following the date hereof), a Delaware corporation and the sole member of the Company (the “*Member*” or “*EMI*”).

RECITALS:

WHEREAS, EMI caused the Company to be formed as a limited liability company under the Delaware Limited Liability Company Act (the “*Act*”) on July 12, 2002 (“*Original Filing Date*”) and a Certificate of Formation (“*Delaware Certificate*”) was filed with the Secretary of State of the State of Delaware on such date;

WHEREAS, EMI, as the sole member, adopted, executed and agreed to enter into an Amended and Restated Limited Liability Company Agreement (the “*Prior Agreement*”) relating to the Company on December 17, 2002;

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby amend the Prior Agreement and, as so amended, restate it in its entirety as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. Definitions.

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

“*Act*” has the meaning given such term in the Recitals.

“*Affiliate*” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“*Agreement*” means this Second Amended and Restated Limited Liability Company Agreement of EnLink Midstream GP, LLC.

“*Applicable Law*” means (a) any United States federal, state, local or foreign law, statute, rule, regulation, order, writ, injunction, judgment, decree or permit of any Governmental Authority and (b) any rule or listing requirement of any applicable national stock exchange or listing requirement of any national stock exchange or Securities and Exchange Commission recognized trading market on which securities issued by the MLP are listed or quoted.

“*Board*” has the meaning given such term in Section 5.01.

“*Business Day*” means any day other than a Saturday, a Sunday, or a day when banks in New York, New York are authorized or required by Applicable Law to be closed.

“*Capital Contribution*” means, with respect to any Member, the amount of money and the net agreed value of any property (other than money) contributed to the Company by such Member. Any reference in this Agreement to the Capital Contribution of a Member shall include a Capital Contribution of its predecessors in interest.

“*Certified Public Accountants*” means a firm of independent public accountants selected from time to time by the Board.

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

“*Company*” has the meaning given such term in the introductory paragraph of this Agreement.

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

“*Delaware Certificate*” has the meaning given such term in the Recitals.

“*Director*” or “*Directors*” has the meaning given such term in Section 5.02.

“*EMI*” has the meaning given such term in the introductory paragraph of this Agreement.

“*GAAP*” means generally accepted accounting principles.

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

“*Indemnitee*” means (a) any Person who is or was an Affiliate of the Company, (b) any Person who is or was a member, partner, officer, director, employee, agent or trustee of the Company or any Affiliate of the Company and (c) any Person who is or was serving at the request of the Company or any Affiliate of the Company as an officer, director, employee,

fiduciary or custodial services.

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

“*Membership Interest*” means all of the Member’s rights and interests in the Company in the Member’s capacity as a Member, all as provided in the Delaware Certificate, this Agreement and the Act, including, without limitation, the Member’s interest in the capital, income, gain, deductions, losses and credits of the Company.

“*MLP*” means EnLink Midstream Partners, LP, a Delaware limited partnership.

“*Notices*” has the meaning given such term in Section 10.02.

“*Original Filing Date*” has the meaning given such term in the Recitals.

“*Person*” means any individual, firm, partnership, corporation, limited liability company, association, joint-stock company, unincorporated organization, joint venture, trust, court, governmental agency or any political subdivision thereof, or any other entity.

“*Prior Agreement*” has the meaning given such term in the Recitals.

“*Proper Officer*” or “*Proper Officers*” means those officers authorized by the Board to act on behalf of the Company.

“*Term*” has the meaning given such term in Section 2.06.

(b) Other terms defined herein have the meanings so given them.

Section 1.02. Construction.

Whenever the context requires, (a) the gender of all words used in this Agreement includes the masculine, feminine and neuter, (b) the singular forms of nouns, pronouns and verbs shall include the plural and vice versa, (c) all references to Articles and Sections refer to articles and sections in this Agreement, each of which is made a part for all purposes and (d) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation.

ARTICLE II ORGANIZATION

Section 2.01. Formation.

EMI formed the Company as a Delaware limited liability company by the filing of the Delaware Certificate, dated as of the Original Filing Date, with the Secretary of State of the State of Delaware pursuant to the Act.

Section 2.02. Name.

The name of the Company is “EnLink Midstream GP, LLC” and all Company business must be conducted in that name or such other names that comply with Applicable Law as the Board may select.

Section 2.03. Registered Office; Registered Agent; Principal Office.

The name of the Company’s registered agent for service of process is The Corporation Trust Company, and the address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The principal place of business of the Company shall be located at 2501 Cedar Springs Rd., Dallas, Texas 75201. The Board may change the Company’s registered agent or the location of the Company’s registered office or principal place of business as the Board may from time to time determine.

Section 2.04. Purposes.

(a) The Company may carry on any lawful business or activity permitted by the Act. The Company shall be authorized to engage in any and all lawful activities that, in the judgment of the Board, may be beneficial or desirable.

(b) Subject to the limitations expressly set forth in this Agreement, the Company shall have the power and authority to do any and all acts and things deemed necessary or desirable by the Board to further the Company’s purposes and carry on its business, including, without limitation, the following:

(i) acting as the general partner of the MLP;

(ii) entering into any kind of activity and performing contracts of any kind necessary or desirable for the accomplishment of its business (including the business of the MLP and its subsidiaries);

(iii) acquiring any property, real or personal, in fee or under lease or license, or any rights therein or appurtenant thereto, necessary or desirable for the accomplishment of its business;

(iv) borrowing money and issuing evidences of indebtedness and securing any such indebtedness by mortgage or pledge of, or other lien on, the assets of the Company;

(v) entering into such instruments and agreements as the Board may deem necessary or desirable for the ownership, management, operation, leasing and sale of the Company’s property; and

(vi) negotiating and concluding agreements for the sale, exchange or other disposition of all or substantially all of the properties of the Company, or for the refinancing of any loan or payment obtained by the Company.

The Member hereby specifically consents to and approves the execution and delivery by the Proper Officers on behalf of the Company of all loan agreements, guarantees, notes, security agreements or other documents or instruments, if any, as required by any lender providing funds to the Company, the MLP or its subsidiaries and ancillary documents contemplated thereby.

Section 2.05. Foreign Qualification.

Prior to the Company's conducting business in any jurisdiction other than Delaware, the Proper Officers shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of such officers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Proper Officers, the Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

Section 2.06. Term.

The period of existence of the Company (the "Term") commenced on the Original Filing Date and shall end at such time as a certificate of cancellation is filed with the Secretary of State of the State of Delaware following dissolution of the Company in accordance with Section 9.01.

**ARTICLE III
OWNERSHIP INTEREST**

Section 3.01. Interest.

On July 12, 2002, EMI formed the Company as a limited liability company pursuant to the provisions of the Act by virtue of the filing of the Delaware Certificate with the Secretary of State of the State of Delaware and became owner of the entire equity interest of the Company and as such the Membership Interest held by the Member is the only outstanding Membership Interest of the Company.

Section 3.02. Voting.

Unless otherwise granted to the Board of Directors in the Delaware Certificate or this Agreement, the Member shall possess the entire voting interest in all matters relating to the Company, including, without limitation, matters relating to the amendment of this Agreement, any merger, consolidation or conversion of the Company, sale of all or substantially all of the assets of the Company and the termination, dissolution and liquidation of the Company.

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Section 3.03. Distribution.

Distributions by the Company of cash or other property shall be made to the Member at such time as the Board of Directors deems appropriate.

**ARTICLE IV
CAPITAL CONTRIBUTIONS**

Section 4.01. Initial Capital Contribution.

In connection with the formation of the Company, EMI made an initial Capital Contribution of \$1,000.

**ARTICLE V
MANAGEMENT**

Section 5.01. Management by Board of Directors and Executive Officers.

The business and affairs of the Company shall be fully vested in, and managed by, a Board of Directors (the "Board"), subject to the executive officers elected pursuant to Article VI hereof. The Directors and executive officers shall collectively constitute "managers" of the Company within the meaning of the Act. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board, on the one hand, and the executive officers, on the other hand, shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporate Law of the State of Delaware. The executive officers shall be vested with such powers and duties as are set forth in Article VI hereof and as are specified by the Board. Accordingly, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the executive officers who shall be agents of the Company.

In addition to the powers and authorities expressly conferred on the Board by this Agreement, the Board may exercise all such powers of the Company and do all such acts and things as are not restricted by the Act or Applicable Law.

Section 5.02. Number; Qualification; Tenure.

The number of directors constituting the Board (the "Directors") shall be two, unless otherwise increased from time to time by the Member or pursuant to a resolution adopted by the Directors. Each Director shall be elected or approved by the Member and shall serve as Director of the Company until his or her death or removal from office or until his or her successor is elected and qualified.

Section 5.03. Regular Meetings.

The Board shall meet at least quarterly. The Board may, by resolution, provide the time and place for the holding of additional regular meetings without other notice than such resolution.

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Section 5.04. Notice.

Written notice of all regular meetings of the Board must be given to all Directors at least 10 Days prior to the regular meeting of the Board and two Business Days prior to any special meeting of the Board. All notices and other communications to be given to Directors shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service or three days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or when received in the form of a telegram or facsimile, and shall be directed to the address or facsimile number as such Director shall designate by notice to the

Company. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, except for amendments to this Agreement, as provided herein. A meeting may be held at any time without notice if all the Directors are present or if those not present waive notice of the meeting either before or after such meeting.

Section 5.05. Action by Consent of Board or Committee of Board.

To the extent permitted by Applicable Law, the Board, or any committee of the Board, may act without a meeting so long as all Directors shall have executed a written consent with respect to any action taken in lieu of a meeting.

Section 5.06. Conference Telephone Meetings.

Directors or members of any committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 5.07. Quorum.

A majority of all Directors, present in person or participating in accordance with Section 5.06, shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise required by Applicable Law, all decision of the Board, or any committee of the Board, shall require the affirmative vote of a majority of all Directors of the Board, or of any committee of the Board, respectively. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum; however, only the acts of a majority of all Directors shall be acts of the Board.

Section 5.08. Vacancies; Increases in the Number of Directors.

Unless otherwise provided in this Agreement, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by the Member or by a majority of the Directors then in office, although less than a quorum, or a sole remaining Director; and any Director so chosen shall hold office until the next annual election, or until his successor shall be duly elected and shall qualify, unless sooner displaced.

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Section 5.09. Committees.

(a) The Board may establish committees of the Board and may delegate certain of its responsibilities to such committees.

(b) A majority of any committee, present in person or participating in accordance with Section 5.06, shall constitute a quorum, for the transaction of business of such committee.

(c) A majority of any committee may determine its action and fix the time and place of its meetings unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Section 5.04. The Board shall have power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board from appointing one or more committees consisting in whole or in part of persons who are not Directors; *provided, however*, that no such committee shall have or may exercise any authority of the Board.

Section 5.10. Removal.

Any Director or the entire Board may be removed, with or without cause, by the Member.

**ARTICLE VI
OFFICERS**

Section 6.01. Elected Officers.

The executive officers of the Company shall serve at the pleasure of the Board. Such officers shall have the authority and duties delegated to each of them, respectively, by the Board from time to time. The elected officers of the Company shall be a Chairman of the Board, a President, a Treasurer, a Secretary, and such other officers (including, without limitation, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents) as the Board from time to time may deem proper. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. The Board or any committee thereof may from time to time elect, such other officers (including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers), as may be necessary or desirable for the conduct of the business of the Company. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in this Agreement or as may, be prescribed by the Board or such committee, as the case may be.

Section 6.02. Election and Term of Office.

The officers of the Company shall be elected annually by the Board at the regular meeting of the Board held after the annual meeting of the Member. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until such person's successor shall have been duly elected and shall have qualified, or until such person's death or until he shall resign or be removed pursuant to Section 6.08.

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Section 6.03. Chairman of the Board.

The Chairman of the Board shall preside at all meetings of the Board of Directors. The Directors also may elect a Vice-Chairman to act in the place of the Chairman upon his absence or inability to act.

Section 6.04. President.

The President shall be responsible for the general management of the affairs of the Company and shall perform all duties incidental to such person's office that may be required by law and all such other duties as are properly required of him by the Board. He shall make reports to the Board and the Member and shall see that all orders and resolutions of the Board and of any committee thereof are carried into effect. The President may sign, with the Secretary, an Assistant Secretary or any other Proper Officer of the Company thereunto duly authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed, except in cases where the execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law

to be otherwise executed. The President, if he is also a director, shall, in the absence of or because of the inability to act of the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of the Board.

Section 6.05. Treasurer.

(a) The Treasurer shall be responsible for financial reporting for the Company and shall perform all duties incidental to such person's office that may be required by law and all such other duties as are properly required of him by the Board. He shall make reports to the Board and shall see that all orders and resolutions of the Board and of any committee thereof relating to financial reporting are carried into effect.

(b) The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Company to be deposited in such banks as may be authorized by the Board, or in such banks as may be designated as depositories in the manner provided by resolution of the Board. The Treasurer shall, in general, perform all duties incident to the office of the Treasurer and shall have such further powers and duties and shall be subject to such directions as may be granted or imposed from time to time by the Board.

Section 6.06. Vice Presidents.

Each Executive Vice President and Senior Vice President and any Vice President shall have such powers and shall perform such duties as shall be assigned to him or her by the Board.

Section 6.07. Secretary.

(a) The Secretary shall keep or cause to be kept, in one or more books provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the Members. The Secretary shall (i) see that all notices are duly given in accordance with the provisions of this Agreement and as required by law; (ii) be custodian of the records and the seal of the Company and affix and attest the seal to all documents to be executed on behalf of the Company under its seal; (iii) see that the books, reports, statements, certificates and other

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documents and records required by law to be kept and filed are properly kept and filed; and (iv) in general, shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board.

(b) Assistant Secretaries shall have such of the authority and perform such of the duties of the Secretary as may be provided in this Agreement or assigned to them by the Board or the Secretary. Assistant Secretaries shall assist the Secretary in the performance of the duties assigned to the Secretary, and in assisting the Secretary, each Assistant Secretary shall for such purpose have the powers of the Secretary. During the Secretary's absence or inability, the Secretary's authority and duties shall be possessed by such Assistant Secretary or Assistant Secretaries as the Board may designate.

Section 6.08. Removal.

Any officer elected, or agent appointed, by the Board may be removed by the affirmative vote of a majority of the Board whenever, in their judgment, the best interests of the Company would be served thereby. No elected officer shall have any contractual rights against the Company for compensation by virtue of such election beyond the date of the election of such person's successor, such person's death, such person's resignation or such person's removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

Section 6.09. Vacancies.

A newly created elected office and a vacancy in any elected office because of death, resignation or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board.

**ARTICLE VII
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES AND AGENTS**

Section 7.01. Indemnification.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee; *provided*, that in each case the Indemnitee acted in good faith and in a manner that such Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not create a presumption

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that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Section 7.01 shall be made only out of the assets of the Company.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.01 (a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 7.01.

(c) The indemnification provided by this Section 7.01 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Company may purchase and maintain insurance on behalf of the Company, its Affiliates and such other Persons as the Company shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Company's activities or such Person's activities on behalf of the Company, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.01, the Company shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the

performance by it of its duties to the Company also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.01(a); and action taken or omitted by the Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in, or not opposed to, the best interests of the Company.

(f) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.01 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(g) The provisions of this Section 7.01 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(h) No amendment, modification or repeal of this Section 7.01 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company, nor the obligations of the Company to indemnify

any such Indemnitee under and in accordance with the provisions of this Section 7.01 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.02. Liability of Indemnitees.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Company or any other Persons who have acquired membership interests in the Company, for losses sustained or liabilities incurred as a result of any act or omission if such Indemnitee acted in good faith.

(b) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Company, such Indemnitee acting in connection with the Company's business or affairs shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or otherwise modify the duties and liabilities of an Indemnitee otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Indemnitee.

(c) Any amendment, modification or repeal of this Section 7.02 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability to the Company, and the Company's directors, officers and employees under this Section 7.02 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE VIII BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

Section 8.01. Maintenance of Books.

(a) The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board and of the Member, appropriate registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Company.

(b) The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year, (ii) maintained on an accrual basis in accordance with GAAP, consistently applied, and (iii) audited by the Certified Public Accountants at the end of each calendar year.

Section 8.02. Reports.

With respect to each calendar year, the Board shall prepare, or cause to be prepared, and deliver, or cause to be delivered, to the Member:

(a) Within 120 Days after the end of such calendar year, a profit and loss statement and a statement of cash flows for such year and a balance sheet as of the end of such year, together with a report thereon of the Certified Public Accountants; and

(b) Such federal, state, local and foreign income tax returns and such other accounting, tax information and schedules as shall be necessary for the preparation by the Member on or before June 15, following the end of each calendar year of its income tax return with respect to such year.

Section 8.03. Bank Accounts.

Funds of the Company shall be deposited in such banks or other depositories as shall be designated from time to time by the Board. All withdrawals from any such depository shall be made only as authorized by the Board and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE IX DISSOLUTION AND TERMINATION

Section 9.01. Dissolution.

(a) The Company shall be of perpetual duration; however, the Company may be dissolved upon:

- (i) The direction of the Member to dissolve the Company; or
- (ii) A decree of dissolution being entered with respect to the Company by a court of competent jurisdiction; or
- (iii) A merger or consolidation under the Act where the Company is not the surviving entity in such merger or consolidation.

(b) No other event shall cause a dissolution of the Company.

Section 9.02. Effect of Dissolution.

Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Member shall take such actions as may be required pursuant to the Act and shall proceed to wind up, liquidate and terminate the business and affairs of the Company. In connection with such winding up, the Member shall have the authority to liquidate and reduce to cash (to the extent necessary or appropriate) the assets of the Company as promptly as is consistent with obtaining fair value therefor, to apply and distribute the proceeds of such liquidation and any remaining assets in accordance with the provisions of Section 9.03, and to do any and all acts and things authorized by, and in accordance with, the Act and other applicable laws for the purpose of winding up and liquidation.

Section 9.03. Application of Proceeds.

Upon dissolution and liquidation of the Company, the assets of the Company shall be applied and distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Company (including to the Member to the extent otherwise permitted by law) and the expenses of liquidation.

(b) Next, to the setting up of such reserves as the Person required or authorized by law to wind up the Company's affairs may reasonably deem necessary or appropriate for any disputed, contingent or unforeseen liabilities or obligations of the Company, provided that any such reserves shall be paid over by such Person to an escrow agent appointed by the Board of Directors, to be held by such agent or its successor for such period as such Person shall deem advisable for the purpose of applying such reserves to the payment of such liabilities or obligations and, at the expiration of such period, the balance of such reserves, if any, shall be distributed as hereinafter provided.

(c) The remainder to the Member.

**ARTICLE X
GENERAL PROVISIONS**

Section 10.01. Offset.

Whenever the Company is to pay any sum to the Member, any amounts the Member owes the Company may be deducted from that sum before payment.

Section 10.02. Notices.

All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery, telegram, telex or facsimile, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by telegram, telex or facsimile. Notice otherwise sent as provided herein shall be deemed given upon delivery of such notice:

To the Company:

EnLink Midstream GP, LLC
2501 Cedar Springs Rd., Suite 100
Dallas, Texas 75201
Telephone: (214) 953-9500
Fax: (214) 953-9501

To the Member:

Crosstex Energy, Inc.
2501 Cedar Springs Rd.

Dallas, Texas 75201
Telephone: (214) 953-9500
Fax: (214) 953-9501

Section 10.03. Entire Agreement; Superseding Effect.

This Agreement constitutes the entire agreement of the Member relating to the Company and the transactions contemplated hereby, and supersedes all provisions and concepts contained in all prior contracts or agreements between the Member or any of its Affiliates with respect to the Company, whether oral or written.

Section 10.04. Amendment or Restatement.

This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by the Member.

Section 10.05. Binding Effect.

This Agreement is binding on and shall inure to the benefit of the Member and its respective successors and permitted assigns.

Section 10.06. Governing Law; Severability.

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT BY THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in a limited liability company agreement (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

Section 10.07. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, the Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

Section 10.08. Counterparts.

This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

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Section 10.09. Jurisdiction.

Any and all Claims arising out of, in connection with or in relation to (i) the interpretation, performance or breach of this Agreement, or (ii) any relationship before, at the time of entering into, during the term of, or upon or after expiration or termination of this Agreement, between the parties hereto, shall be brought in any court of competent jurisdiction in the State of Delaware. Each party hereto unconditionally and irrevocably consents to the jurisdiction of any such court over any Claims and waives any objection that such party may have to the laying of venue of any Claims in any such court.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBER:

CROSSTEX ENERGY, INC.

By: /s/ Michael J. Garberding

Name: Michael J. Garberding

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Second Amended and Restated Limited Liability Company Agreement]

**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 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
Name: Michael J. Garberding
Title: 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
Name: Michael J. Garberding
Title: Executive Vice President and
Chief Financial Officer

SIGNATURE PAGE TO AMENDMENT NO. 6
TO SIXTH AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

UNITHOLDER AGREEMENT
BY AND AMONG
DEVON ENERGY CORPORATION
DEVON GAS SERVICES, L.P.
SOUTHWESTERN GAS PIPELINE, INC.
CROSSTEX ENERGY GP, LLC
AND
CROSSTEX ENERGY, L.P.
dated as of March 7, 2014

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Schedules

Schedule I — Accounting and Financial Information

Exhibits

Exhibit A — Form of Joinder

This **UNITHOLDER AGREEMENT** (this “Agreement”), dated as of March 7, 2014 (the “Effective Date”), is made and entered into by and among Devon Energy Corporation, a Delaware corporation (“Devon”), Devon Gas Corporation, a Delaware corporation (“Devon Gas”), Devon Gas Services, L.P., a Texas limited partnership (“Devon Gas Services”), Southwestern Gas Pipeline, Inc., a Texas corporation (“Southwestern Gas” and, together with Devon, Devon Gas and Devon Gas Services, the “Devon Parties”), and Crosstex Energy, L.P., a Delaware limited partnership (to be renamed EnLink Midstream Partners, LP on the date hereof) (the “Partnership”).

The Devon Parties, together with any other Person that becomes a unitholder under this Agreement pursuant to the terms hereof, are sometimes referred to individually in this Agreement as a “Unitholder” and are sometimes collectively referred to in this Agreement as the “Unitholders.” Each party to this Agreement is sometimes referred to individually in this Agreement as a “Party” and all of the parties to this Agreement are sometimes collectively referred to in this Agreement as the “Parties.”

RECITALS

WHEREAS, the Partnership, Crosstex Energy Services, L.P. (to be renamed EnLink Midstream Operating, LP on the date hereof) and the Devon Parties are parties to that certain Contribution Agreement dated as of October 21, 2013 (the “Contribution Agreement”);

WHEREAS, the execution and delivery of this Agreement is a condition to the obligations of the parties thereto to consummate the transactions contemplated by the Contribution Agreement; and

WHEREAS, the Partnership has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Devon Parties pursuant to the Contribution Agreement.

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

ARTICLE I DEFINITIONS

1.1 **Definitions.** As used in and for purposes of this Agreement, the following terms have the following meanings:

“Affiliate” means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

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“Agreed Securities Exchange” means the New York Stock Exchange.

“Agreement” means this Agreement, as amended from time to time.

“beneficial owner” and words of similar import have the meaning assigned to such terms in Rule 13d-3 promulgated under the Exchange Act as in effect on the Effective Date.

“Business Day” means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in the City of Dallas in the United States of America.

“Class B Units” means the class B common units representing limited partnership interests of the Partnership having the terms set forth in Amendment No. 6 to the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership, as amended as of the Effective Date.

“Common Units” means the common units representing limited partnership interests of the Partnership having the terms set forth in the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership, as amended from time to time.

“Contribution Agreement” has the meaning set forth in the recitals to this Agreement.

“Devon” has the meaning set forth in the preamble to this Agreement.

“Devon Gas Services” has the meaning set forth in the preamble to this Agreement.

“Devon Parties” has the meaning set forth in the preamble to this Agreement.

“Devon Unitholder” means any Unitholder that is either (i) Devon or (ii) an Affiliate of Devon.

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Effectiveness Period” has the meaning set forth in Section 2.1(a).

“Equity Interests” means any type of equity ownership in the Partnership, or right to acquire any equity ownership in the Partnership, including Common Units or other units or a similar security, or any other interest entitling the holder thereof to participate in distributions or otherwise granting any other economic, voting or other rights, obligations, benefits or interests in, or attaching to, such interests.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“General Partner” has the meaning set forth in the preamble to this Agreement.

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“Governmental Entity” means any (i) nation, region, state, province, county, city, town, village, district or other jurisdiction, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental body of any nature (including any governmental agency, branch, department, court or tribunal, or other entities), (iv) multinational organization or body or (v) body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

“Included Registrable Securities” has the meaning set forth in Section 2.2(a).

“Indemnifying Party” has the meaning set forth in Section 2.7(c).

“Information” has the meaning set forth in Section 4.10(d).

“Law” means any law, statute, code, ordinance, order, rule, rule of common law, regulation, judgment, decree, injunction, franchise, permit, certificate, license or authorization of any Governmental Entity.

“Losses” means any and all losses, claims, damages, liabilities, obligations, costs and expenses (including, without limitation, as a result of any notices, actions, suits, proceedings, claims, demands, assessments, judgments, awards, costs, penalties, taxes and reasonable out-of-pocket expenses, including reasonable attorneys’ fees).

“Offering Expenses” has the meaning set forth in Section 2.6.

“Opt-Out Notice” has the meaning set forth in Section 2.2(a).

“Participating Unitholder Indemnified Persons” has the meaning set forth in Section 2.7(a).

“Participating Unitholders” has the meaning set forth in Section 2.1(b).

“Partnership” has the meaning set forth in the preamble to this Agreement.

“Party” has the meaning set forth in the preamble to this Agreement.

“Person” means any natural person, group (including a “group” under Section 13(d) of the Exchange Act), corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any Governmental Entity.

“Prospectus” means the prospectus (including any preliminary prospectus and any final prospectus) included in any Registration Statement, as amended or supplemented by any free writing prospectus, whether or not required to be filed with the SEC, prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement and by all other amendments and supplements to the prospectus, and all material incorporated by reference in such prospectus.

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“Registrable Securities” means all Common Units received by the Devon Parties pursuant to the Contribution Agreement, including the Common Units that will be issued to the Unitholders upon the conversion of the Class B Units received by the Devon Parties pursuant to the Contribution Agreement, that are beneficially owned by Unitholders, and any Equity Interests issued as a dividend or other distribution with respect to, or in exchange for, or in replacement of, such Common Units or Class B Units; *provided, however*, that a Registrable Security shall cease to be a Registrable Security when (a) such Registrable Security has been sold pursuant to an effective Registration Statement under the Securities Act, (b) such Registrable Security has been sold pursuant to Rule 144 (or any similar provision then in force under the Securities Act) and the transferee thereof does not receive “restricted securities” as defined in Rule 144, (c) such Registrable Security shall have ceased to be outstanding or (d) such Registrable Security has been sold in a private transaction in which the transferor’s rights under this Agreement are not assigned to the transferee of the securities.

“Registration Statement” means any registration statement of the Partnership that covers Registrable Securities pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement.

“Representative” means, with respect to any Person, such Person’s, or such Person’s Subsidiaries’, directors, officers, employees, accountants, investment bankers, commercial bank lenders, attorneys and other advisors or representatives (including the employees or attorneys of such accountants, investment bankers or attorneys).

“Rule 144” means Rule 144 promulgated under the Securities Act or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Expenses” has the meaning set forth in Section 2.7(b).

“Southwestern Gas” has the meaning set forth in the preamble to this Agreement.

“Suspension Period” has the meaning set forth in Section 2.5(a).

“Underwriter” means, with respect to any underwritten offering, a securities dealer who purchases any Registrable Securities as a principal in connection with a distribution of such Registrable Securities.

“Underwritten Offering Request” has the meaning set forth in Section 2.1(b).

“Unitholders” has the meaning set forth in the preamble to this Agreement.

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“Voting Interests” of any Person as of any date means the Equity Interests of such Person pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers, general partners or trustees of such Person (regardless of whether, at the time, Equity Interests of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency) or, with respect to a partnership (whether general or limited), any general partner interest in such partnership.

ARTICLE II REGISTRATION RIGHTS

2.1 *Registration.*

(a) As soon as reasonably practicable following the written request of any Devon Party, but in any event prior to the date that is 90 days after such written request, the Partnership shall prepare and file a Registration Statement under the Securities Act to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 of the Securities Act with respect to all of the Registrable Securities specified by such Devon Parties. The Registration Statement filed pursuant to this Section 2.1(a) shall be on such appropriate registration form of the SEC as shall be selected by the Partnership so long as it permits the public resale of the Registrable Securities from time to time pursuant to Rule 415 of the Securities Act or such other similar rule as is then applicable. The Partnership shall use its reasonable best efforts to cause each Registration Statement filed pursuant to this Section 2.1(a) to be effective, supplemented, amended or replaced to the extent necessary to ensure that it is available for the resale of all Registrable Securities by the Unitholders until the earliest of (i) all Registrable Securities covered by the Registration Statement have been distributed in the manner set forth and as contemplated in such Registration Statement and (ii) there are no longer any Registrable Securities outstanding (the “Effectiveness Period”).

(b) In the event that a Unitholder (together with any Affiliates that are Unitholders) elects to dispose of Registrable Securities pursuant to an underwritten offering of Registrable Securities (the “Participating Unitholders”), the Partnership will, at the request of the Participating Unitholders (an “Underwritten Offering Request”), use its reasonable best efforts to file a prospectus supplement that shall be deemed to be part of a Registration Statement filed pursuant to Section 2.1(a) that is useable for a resale of Registrable Securities by the Participating Unitholders conducted pursuant to an underwritten offering; *provided, however*, that in no event shall the Partnership be required to file a prospectus supplement or Registration Statement (as applicable) or otherwise participate in more than two (2) underwritten offerings during any twelve-month period; *provided*, that if the Partnership determines in good faith that effecting an underwritten offering on behalf of the Unitholders would have an adverse effect on the price, timing or distribution of a primary offering of Common Units by the Partnership, then the Partnership shall be entitled, not more than once in any 360-day period, to postpone any such underwritten offering for a reasonable period of time not to exceed 30 consecutive days. The Underwritten Offering Request will specify the aggregate value of the Registrable Securities proposed by the Participating Unitholders to be included in such underwritten offering (calculated based on the volume-weighted average trading price of the Common Units for the 20 Business Days prior to the date of the Underwritten Offering Request), which aggregate value

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may not be less than \$50 million. Participating Unitholders may change the number of Registrable Securities proposed to be offered in any underwritten offering at any time prior to commencement of such offering unless the Partnership has been advised by the managing Underwriter or Underwriters for such underwritten offering that such change will have an adverse effect on the price, timing or distribution of the Common Units in the underwritten offering. Participating Unitholders will be permitted to rescind an Underwritten Offering Request at any time prior to the public announcement of the underwritten offering; *provided*, that (i) the Participating Unitholders reimburse the Partnership for all reasonable, out-of-pocket expenses incurred by the Partnership in connection with such underwritten offering and (ii) the Unitholders will not be entitled to submit an Underwritten Offering Request during the two months following the date of the rescission.

(c) The Partnership will use its reasonable best efforts to cause the Registration Statement filed pursuant to Section 2.1(a) to be declared effective as promptly as practicable and no later than 180 days following the date of written request set forth in Section 2.1(a). The Partnership further agrees to use its reasonable best efforts to supplement or make amendments to each such Registration Statement as may be necessary to keep such Registration Statement effective for the Effectiveness Period, including (A) to respond to the comments of the SEC, if any, (B) as may be required by the registration form utilized by the Partnership for such Registration Statement or by the instructions to such registration form, (C) as may be required by the Securities Act, or (D) as may be reasonably requested in writing by the Participating Unitholders or any Underwriter and reasonably acceptable to the Partnership. The Partnership agrees to furnish to the Participating Unitholders copies of any such supplement or amendment no later than the time it is first being used or filed with the SEC. A Registration Statement when it becomes or is declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the effective date of a Registration Statement, but in any event within three (3) Business Days of such date, the Partnership shall notify the Unitholders of the effectiveness of such Registration Statement.

(d) Subject to the following sentence, the Partnership may include in any underwritten offering any securities for its own account or for the account of holders of Common Units (other than Unitholders). Notwithstanding anything to the contrary contained herein, if the lead Underwriters of an underwritten offering advise the Partnership that, in their reasonable opinion the number of Equity Interests (including any Registrable Securities) that the Partnership, the Participating Unitholders and any other Persons intend to include in any underwritten offering is such that the success of any such offering would be materially and adversely affected, including with respect to the price at which the securities can be sold, then the number of Common Units or other Equity Interests to be included in the Registration Statement for the account of the Partnership, the Participating Unitholders and any other Persons will be reduced to the extent necessary to reduce the total number of securities to be included in any such underwritten offering to the number recommended by such lead Underwriter; *provided*,

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however, that such reduction shall be made: (i) first, to remove or reduce any Common Units or other Equity Interests proposed to be offered by the Partnership for its own account and (ii) second, to remove or reduce pro rata among the Participating Unitholders and any other holders of Common Units or other Equity Interests requested to be registered or disposed of, as applicable, so that the total number of Equity Interests to be included in any such offering for the account of all such Persons will not exceed the number recommended by such lead Underwriter.

2.2 **Piggyback Rights.**

(a) Participation. So long as a Unitholder has Registrable Securities, if at any time the Partnership proposes to file (i) a registration statement and such Unitholder has not previously included its Registrable Securities in a Registration Statement contemplated by Section 2.1(a) of this Agreement that is currently effective, or (ii) a prospectus supplement to an effective registration statement, so long as the Registrable Securities are included in the underlying shelf Registration Statement or are included on an effective Registration Statement, or in any case in which Unitholders may participate in such offering without the filing of a post-effective amendment, in each case, for the sale of Common Units in an underwritten offering for its own account and/or another Person, other than (a) a registration relating solely to employee benefit plans, (b) a registration relating solely to a Rule 145 transaction, or (c) a registration statement on any registration form which does not permit secondary sales, then as soon as reasonably practicable following the engagement of counsel by the Partnership to prepare the documents to be used in connection with an underwritten offering, the Partnership shall give notice (which may be limited to notification by electronic mail) of such proposed underwritten offering to each Unitholder (together with its Affiliates) holding at least \$15 million of the then-outstanding Registrable Securities (calculated based on the volume-weighted average trading price of the Common Units for the 20 Business Days prior to the date of such notice) and such notice shall offer such Unitholders the opportunity to include in such underwritten offering such number of Registrable Securities (the “Included Registrable Securities”) as each such Unitholder may request in writing; *provided, however*, that (A) the Partnership shall not be required to provide such opportunity unless the Unitholders propose to offer, in the aggregate, at least \$50 million of Registrable Securities (calculated based on the volume-weighted average trading price of the Common Units for the 20 Business Days prior to the date of such notice), and (B) if the Partnership has been advised by the managing Underwriter or Underwriters for such underwritten offering that the inclusion of Registrable Securities for sale for the benefit of the Unitholders will have an adverse effect on the price, timing or distribution of the Common Units in the underwritten offering, then (1) if no Registrable Securities can be included in the underwritten offering in the opinion of the managing Underwriter or Underwriters, the Partnership shall not be required to offer such opportunity to the Unitholders or (2) if any Registrable Securities can be included in the underwritten offering in the opinion of the managing Underwriter or Underwriters, then the amount of Registrable Securities to be offered for the accounts of Unitholders shall be determined in accordance with the provisions of Section 2.1(d)(ii). Any notice required to be provided in this Section 2.2(a) to Unitholders shall be provided on a Business Day pursuant to Section 4.1 hereof and receipt of such notice shall be confirmed by the Unitholder. Each such Unitholder shall then have two

underwritten offering. If no written request for inclusion from a Unitholder is received within the specified time, each such Unitholder shall have no further right to participate in such underwritten offering. If, at any time after giving written notice of its intention to undertake an underwritten offering and prior to the closing of such underwritten offering, the Partnership shall determine for any reason not to undertake or to delay such underwritten offering, the Partnership may, at its election, give written notice of such determination to the Unitholders and, (x) in the case of a determination not to undertake such underwritten offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated underwritten offering, and (y) in the case of a determination to delay such underwritten offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the underwritten offering. Any Unitholder shall have the right to withdraw such Unitholder's request for inclusion of such Unitholder's Registrable Securities in such underwritten offering by giving written notice to the Partnership of such withdrawal at or prior to the time of pricing of such underwritten offering. Any Unitholder participating in an Underwriting Offering pursuant to this Section 2.2 shall be a "Participating Unitholder" for the purposes of this Agreement. Any Unitholder may deliver written notice (an "Opt-Out Notice") to the Partnership requesting that such Unitholder not receive notice from the Partnership of any proposed underwritten offering; *provided, however*, that such Unitholder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Unitholder (unless subsequently revoked), the Partnership shall not be required to deliver any notice to such Unitholder pursuant to this Section 2.2(a) and such Unitholder shall no longer be entitled to participate in underwritten offerings by the Partnership pursuant to this Section 2.2.

2.3 **Registration Procedures.** Subject to the provisions of Section 2.1 and 2.2, in connection with the registration of the sale of Registrable Securities in an underwritten offering pursuant to this Agreement, the Partnership will as promptly as reasonably practicable:

(a) furnish to each Participating Unitholder participating in an underwritten offering without charge, prior to the filing of a Registration Statement, copies of such Registration Statement as it is proposed to be filed, and thereafter such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto, including each preliminary prospectus), copies of any and all transmittal letters or other correspondence with the SEC relating to such Registration Statement and such other documents in such quantities as such Participating Unitholder may reasonably request from time to time in order to facilitate the disposition of such Registrable Securities, and give each Participating Unitholder and its Representatives a reasonable opportunity to review and comment on the same prior to filing any such documents;

(b) (i) cause the Partnership's Representatives to supply all information reasonably requested by a Participating Unitholder, any Underwriter, or its Representatives in connection with the Registration Statement and (ii) provide each Participating Unitholder, any Underwriter and its Representatives with the opportunity to participate in the preparation of such Registration Statement and the related Prospectus;

(c) if applicable, use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as a Participating Unitholder reasonably requests and do any and all other acts and things as may be reasonably

necessary or advisable to enable a Participating Unitholder to consummate the disposition of such Registrable Securities in such jurisdictions *provided, however*, that the Partnership shall in no event be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified, (ii) subject itself to taxation in any jurisdiction where it is not otherwise then so subject, (iii) take any action that would subject it to service of process in suits other than those arising out of the offer and sale of the securities covered by the Registration Statement or (iv) consent to general service of process in any jurisdiction where it is not then so subject;

(d) notify each Participating Unitholder at any time when a prospectus relating to Registrable Securities is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in a Registration Statement or the Registration Statement or amendment or supplement relating to such Registrable Securities contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the Partnership will promptly prepare and file with the SEC a supplement or amendment to such prospectus and Registration Statement (and comply fully with the applicable provisions of Rules 424, 430A and 430B under the Securities Act in a timely manner) so that, as thereafter delivered to the purchasers of the Registrable Securities, such prospectus and Registration Statement will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(e) advise any Underwriter(s) and each Participating Unitholder promptly of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Registrable Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes. If at any time the SEC shall issue any stop order suspending the effectiveness of the Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Registrable Securities under state securities or "blue sky" laws, the Partnership shall use its reasonable best efforts to obtain the withdrawal or lifting of such order as promptly as practicable;

(f) use its reasonable best efforts to cause such Registrable Securities to be registered with or approved by such other Governmental Entities as may be necessary by virtue of the business and operations of the Partnership to enable each Participating Unitholder to consummate the disposition of such Registrable Securities; *provided, however*, that the Partnership shall in no event be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified, (ii) subject itself to taxation in any jurisdiction where it is not otherwise then so subject, (iii) take any action that would subject it to service of process in suits other than those arising out of the offer and sale of the securities covered by the Registration Statement or (iv) consent to general service of process in any jurisdiction where it is not then so subject;

(g) enter into customary agreements and use reasonable best efforts to take such other actions as are reasonably requested by each Participating Unitholder and are consistent with the

other obligations of the Partnership hereunder in order to expedite or facilitate any underwritten offering;

(h) if requested by a Participating Unitholder, promptly include in any Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, and subject to the provisions of this Agreement, such information as such Participating Unitholder may reasonably request to have included therein, including any terms of the underwritten offering, and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after the Partnership is notified of the matters to be included in such prospectus supplement or post-effective amendment;

(i) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and make generally available to its security holders,

within the required time period, an earnings statement covering a period of 12 months, beginning with the first fiscal quarter after the effective date of the Registration Statement relating to such Registrable Securities (as the term “effective date” is defined in Rule 158(c) under the Securities Act), which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder or any successor provisions thereto;

(j) use reasonable best efforts to provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement not later than the effective date of such Registration Statement;

(k) cooperate with any Participating Unitholder and any Underwriter to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold under the Registration Statement in a form eligible for deposit with The Depository Trust Company not bearing any restrictive legends and not subject to any stop transfer order with any transfer agent, and cause such Registrable Securities to be issued in such denominations and registered in such names as the lead Unitholder may request in writing in connection with the closing of any sale of Registrable Securities;

(l) use its reasonable best efforts to cause such Registrable Securities to be listed or quoted on the Agreed Securities Exchange or, if Common Units are not then listed on the Agreed Securities Exchange, then on such other securities exchange or national quotation system on which the Common Units are then listed or quoted; and

(m) the Partnership will cooperate with each Participating Unitholder and each Underwriter in effecting any underwritten offering as promptly as reasonably practicable following receipt of an Underwritten Offering Request. In connection with any underwritten offering (i) under Section 2.1(b), the Devon Parties shall be entitled to select the managing Underwriter or Underwriters and (ii) under Section 2.2, the Partnership shall be entitled to select the managing Underwriter or Underwriters. The Partnership shall reasonably assist such managing Underwriter or Underwriters in their efforts to sell Registrable Securities pursuant to such underwritten offering and shall make senior executives with appropriate seniority and expertise reasonably available for customary “road show” or other presentations during the marketing period for such Registrable Securities. In furtherance of the foregoing, the Partnership will use its reasonable best efforts to obtain and deliver to each Underwriter and Participating

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Unitholder a comfort letter from the independent registered public accounting firm for the Partnership (and additional comfort letters from the independent registered public accounting firm for any company acquired by the Partnership whose financial statements are included or incorporated by reference in the Registration Statement) in customary form and covering such matters as are customarily covered by comfort letters as such Underwriter and Participating Unitholder may reasonably request. The Partnership will use its reasonable best efforts to obtain and deliver to each Underwriter and Unitholder a 10b-5 statement and legal opinion from the Partnership’s counsel in customary form and covering such matters as are customarily covered by 10b-5 statements and legal opinions delivered to Underwriters in underwritten offerings as such Underwriter and/or Participating Unitholder may reasonably request.

2.4 *Conditions to Offerings.*

(a) The obligations of the Partnership to take the actions contemplated by Section 2.1 and Section 2.2 with respect to an offering of Registrable Securities will be subject to the following conditions:

(i) the Partnership may require any Participating Unitholder to furnish to the Partnership such information regarding each Participating Unitholder, the Registrable Securities or the distribution of such Registrable Securities as the Partnership may from time to time reasonably request in writing, in each case to the extent reasonably required by the Securities Act and the rules and regulations promulgated thereunder, or under state securities or “blue sky” laws; and

(ii) each Participating Unitholder, together with the Partnership and any other holders of the Partnership’s securities proposing to include securities in any underwritten offering, will enter into a customary underwriting agreement with the Underwriter or Underwriters selected for such underwriting, as well as such other documents customary in similar offerings.

(b) Each Participating Unitholder agrees that, upon receipt of any notice from the Partnership of the happening of any event of the kind described in Section 2.3(d) or 2.3(e) or a condition described in Section 2.5, such Participating Unitholder will forthwith discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering the sale of such Registrable Securities until such Participating Unitholder’s receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.3(d) or notice from the Partnership of the termination of the stop order or Suspension Period.

2.5 *Suspension Period.*

(a) Notwithstanding anything to the contrary contained in this Agreement, if the Partnership determines in good faith (because of the existence of, or in anticipation of, any acquisition, financing activity or other transaction involving the Partnership, the unavailability of any required financial statements, disclosure of information which is in its best interest not to publicly disclose, or any other event or condition of similar significance to the Partnership) that effecting an underwritten offering would be materially detrimental to the Partnership or the holders of its Common Units, then the Partnership shall be entitled to postpone any such

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underwritten offering for a reasonable period of time not to exceed 60 consecutive days (or a longer period of time with the prior written consent of the Unitholders, which consent shall not be unreasonably withheld) or 105 days in the aggregate in any 365-day period (a “Suspension Period”). In the event of any such suspension pursuant to this Section 2.5(a), the Partnership shall furnish to each Participating Unitholder a written notice setting forth the estimated length of the anticipated delay. The Partnership will notify each Participating Unitholder promptly upon the termination of the Suspension Period. Upon notice by the Partnership to the Participating Unitholders of any determination to commence a Suspension Period, each Participating Unitholder shall, except as required by applicable Law, including any disclosure obligations under Section 13 of the Exchange Act, keep the fact of any such Suspension Period strictly confidential, and during any Suspension Period, promptly halt any offer, sale (including sales pursuant to Rule 144), trading or transfer of any Common Units for the duration of the Suspension Period until the Partnership has provided notice that the Suspension Period has been terminated.

(b) After the expiration of any Suspension Period and without any further request from a holder of Equity Interests, the Partnership shall as promptly as reasonably practicable prepare a Registration Statement or post-effective amendment or supplement to the applicable shelf Registration Statement or Prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the Prospectus will not include a material misstatement or omission or be not effective and useable for resale of Registrable Securities.

2.6 *Registration Expenses.* All fees and expenses incurred by the Participating Unitholders applicable to Registrable Securities offered for Unitholder’s account in an underwritten offering (including underwriting discounts and commissions and fees and expenses of Unitholder’s counsel) will be borne by the Participating Unitholders. All other reasonable fees and expenses incident to an underwritten offering, including all fees and expenses incurred by the Partnership in complying with securities or “blue sky” laws, printing expenses, messenger and delivery expenses, any registration or filing fees payable under any federal or state securities or “blue sky” laws, the fees and expenses incurred in connection with any listing or quoting of the securities to be registered on any national securities exchange or automated quotation system, fees of the Financial Industry Regulatory Authority, reasonable fees and disbursements of counsel for the Partnership, its independent registered certified public accounting firm and any other public accountants who are required to deliver comfort letters (including the expenses required by or incident to such performance), transfer taxes, fees of transfer agents and registrars, the fees and out of pocket expenses of other Persons retained by the Partnership (collectively, the “Offering Expenses”) will be

borne (i) in the event the underwritten offering includes only Registrable Securities offered for the Participating Unitholders' account, by the Participating Unitholders, and (ii) in the event the underwritten offering includes Registrable Securities offered for the Participating Unitholders account and Common Units offered for the Partnership's own account or for the account of holders of Common Units other than the Participating Unitholders, pro rata based on the percentage of the total amount of Common Units offered for the Participating Unitholders' account and the percentage of the total amount of Common Units offered for the Partnership's own account or for the account of holders of Common Units other than the Participating Unitholders.

2.7 **Indemnification; Contribution.**

(a) **By the Partnership.** In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Partnership will indemnify and hold harmless each Participating Unitholder thereunder, its directors, officers, managers, employees and agents and each Person, if any, who controls such Participating Unitholder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Participating Unitholder Indemnified Persons"), against any Losses, joint or several, to which such Participating Unitholder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances under which such statement is made) contained in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Participating Unitholder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; *provided, however*, that the Partnership will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Participating Unitholder Indemnified Person in writing specifically for use in the Registration Statement or such other registration statement, or prospectus supplement, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Participating Unitholder Indemnified Person, and shall survive the transfer of such securities by such Participating Unitholder.

(b) **By Each Participating Unitholder.** Each Participating Unitholder agrees severally and not jointly to indemnify and hold harmless the Partnership, the General Partner, its directors, officers, employees and agents and each Person, if any, who controls the Partnership within the meaning of the Securities Act or of the Exchange Act, and its directors, officers, employees and agents, to the same extent as the foregoing indemnity from the Partnership to the Participating Unitholders, but only with respect to information regarding such Participating Unitholder furnished in writing by or on behalf of such Participating Unitholder expressly for inclusion in the Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof; *provided, however*, that the liability of each Participating Unitholder shall not be greater in amount than the dollar amount of the proceeds (net of any underwriting discounts and selling commissions or similar fees or arrangements allocable to the sale of the Registrable Securities ("Selling Expenses")) received by such Participating Unitholder from the sale of the Registrable Securities giving rise to such indemnification.

(c) **Notice.** Promptly after receipt by a Party hereunder of notice of the commencement of any action (such Party, an "Indemnified Party"), such Indemnified Party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability that it may have to any Indemnified Party other than under this Section 2.7 except to the extent that the indemnifying party is materially prejudiced by such failure. In any action brought against any Indemnified Party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such Indemnified Party and, after notice from the indemnifying party to such Indemnified Party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such Indemnified Party under this Section 2.7 for any legal expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided, however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (ii) if the defendants in any such action include both the Indemnified Party and the indemnifying party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or additional to those available to the indemnifying party, or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the indemnifying party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against any Indemnified Party with respect to which such Indemnified Party is entitled to indemnification hereunder without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete and unconditional release from all liability of, and does not contain an admission of wrongdoing by, the Indemnified Party.

(d) **Contribution.** If the indemnification provided for in this Section 2.7 is held by a court or government agency of competent jurisdiction to be unavailable to any Indemnified Party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of such Indemnified Party on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; *provided, however*, that in no event shall such Participating Unitholder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Participating Unitholder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party on the one hand and the Indemnified Party on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to

information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an Indemnified Party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any Loss that is the subject of this paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

2.8 **Rule 144.** The Partnership agrees that it will use its reasonable best efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and take such further action as Unitholder reasonably may request (including providing Unitholder with such information as may be required in order to enable Unitholder to make sales within the limitation of the exemptions provided by Rule 144), all to the extent required from time to time to enable Unitholder to sell Registrable Securities pursuant to the exemptions provided by Rule 144.

**ARTICLE III
TRANSFER RESTRICTIONS**

3.1 **Unrestricted Transfers.** Any Unitholder may at any time transfer to any other Person any Common Units (or, if applicable, Class B Common Units). The rights to cause the Partnership to register Registrable Securities granted to the Unitholders by the Partnership under Article II may be transferred or assigned by a Unitholder to one or more transferee(s) or assignee(s) of such Registrable Securities (or, if applicable, Class B Common Units) who (a) are Affiliates of such Unitholder, or (b) hold, collectively with its or their Affiliates, after giving effect to such transfer or assignment, at least \$25 million of Registrable Securities; *provided*, that if the Unitholder desires to assign its rights hereunder to such transferee, the Partnership shall be given written notice prior to any said transfer or assignment, stating the name and address of each such transferee and identifying the securities with respect to which such registration rights are being transferred or assigned, and the proposed transferee of such Common Units shall have executed and delivered to the Partnership a joinder to this Agreement, substantially in the form attached hereto as Exhibit A, which shall provide that such proposed transferee shall be a "Unitholder" for purposes of this Agreement.

**ARTICLE IV
GENERAL PROVISIONS**

4.1 **Notices.** Any notice or other communication required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been given (a) when delivered in person; (b) upon confirmation of receipt when transmitted by an electronic transmission device (but only if followed by transmittal by national overnight courier or by hand for delivery on the next Business Day); or (c) on the next Business Day if transmitted by national overnight courier, in each addressed as follows:

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If to the Partnership, to:

Crosstex Energy, L.P.
2501 Cedar Springs Rd.
Dallas, Texas 75201
Telephone: (214) 953-9500
Facsimile: (214) 953-9501
Attention: General Counsel

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

Baker Botts L.L.P.
2001 Ross Avenue, Suite 700
Dallas, Texas 75201
Telephone: (214) 953-6500
Facsimile: (214) 661-4634
Attention: Douglass M. Rayburn

If to any Devon Party, to:

Devon Energy Corporation
333 W. Sheridan Avenue
Oklahoma City, Oklahoma 73102
Telephone: (405) 228-2800
Facsimile: (405) 552-1400
Attention: General Counsel

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

Vinson & Elkins LLP
1001 Fannin, Suite 2500
Houston, Texas 77007
Telephone: (713) 758-3708
Facsimile: (713) 615-5861
Attention: David P. Oelman and E. Ramey Layne

4.2 **Expenses.** Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

4.3 **Amendments; Waivers.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Partnership and Devon Parties or, in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or

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partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4.4 **Interpretation.** In this Agreement, except as context may otherwise require, references:

(a) to the Preamble, Recitals, Sections, or Exhibits are to the Preamble to, a Recital or Section of, or Exhibit to, this Agreement;

(b) to this Agreement are to this Agreement and the Exhibits to it, taken as a whole;

(c) to any agreement (including this Agreement), contract, statute or regulation are to the agreement, contract, statute or regulation as amended, modified, supplemented, restated or replaced from time to time (in the case of an agreement or contract, to the extent permitted by the terms thereof); and to any section of any statute or regulation include any successor to the section;

- (d) to any Governmental Entity includes any successor to that Governmental Entity;
- (e) to a Person are also to its permitted successors and assigns;
- (f) to the words “hereby,” “herein,” “hereof,” “hereunder,” and similar terms are to be deemed to refer to this Agreement as a whole and not to any specific Section;
- (g) to the words “include,” “includes,” or “including,” are to be deemed followed by the words “without limitation.” Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. All pronouns and variations of pronouns will be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the Person referred to may require;
- (h) the table of contents and article and section headings are for reference purposes only and do not limit or otherwise affect any of the substance of this Agreement; and
- (i) this Agreement is the product of negotiation by the Parties, having the assistance of counsel and other advisers. The parties intend that this Agreement not be construed more strictly with regard to one Party than with regard to the other Party.

4.5 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

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4.6 **Facsimiles; Counterparts.** Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

4.7 **Entire Understanding; No Third-Party Beneficiaries.** This Agreement and the Schedules and Exhibits hereto constitute the entire agreement of the Parties and supersede all prior agreements and undertakings, both written and oral, between the Parties, or any of them, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and inure solely to the benefit of each Party and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; *provided, however*, that each Party agrees that any Participating Unitholder Indemnified Party shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Participating Unitholder Indemnified Party. Only the parties that are signatories to this Agreement (and their permitted successors and assigns) shall have any obligation or liability under, in connection with, arising out of, resulting from or in any way related to this Agreement or any other matter contemplated hereby or the process leading up to the execution and delivery of this Agreement and the transactions contemplated hereby, subject to delivery of this Agreement and such transactions and other provisions of this Agreement.

4.8 **Governing Law.**

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN DELAWARE, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES TO THE EXTENT THAT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

(b) The parties irrevocably submit to the exclusive personal jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties irrevocably agree that all claims relating to such action, proceeding or transactions shall be heard and determined in such a Delaware state or Federal court. The parties consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection

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with any such action or proceeding in the manner provided in Section 4.1 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) IT MAKES THIS WAIVER VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.8(c).

4.9 **Assignment.** This Agreement shall inure the benefit of and be binding upon the successors and assigns of the Parties, including subsequent holders of Registrable Securities to the extent permitted herein.

4.10 **Books and Records; Financial Information.**

(a) The Partnership shall provide to the Devon Parties access to the Partnership’s books and records to the extent reasonably necessary to prepare financial statements of the Devon Parties and their Affiliates in such forms and covering such periods as may be required by any applicable securities laws to be filed with the SEC by the Devon Parties as a result of the transactions contemplated by this Agreement. The Partnership shall use reasonable best efforts to cause its independent accountants to provide any consent necessary to the filing of such financial statements with the SEC and to provide such customary representation letters as are necessary in connection therewith. Until such time as the Common Units held by Unitholders equal less than three percent (3%) of the issued and outstanding Common Units, the Partnership’s obligations under this Section 4.10 shall include the obligation to provide the Devon Parties with the accounting and financial information set forth on Schedule I.

(b) The Partnership hereby consents to the inclusion or incorporation by reference of the financial statements of the Partnership in any registration statement,

report or other filing of the Devon Parties or any of their Affiliates as to which any Devon Unitholder reasonably determines that such financial statements are required to be included or incorporated by reference to satisfy any rule or regulation of the SEC or to satisfy relevant disclosure obligations under the Securities Act or the Exchange Act. The Partnership shall use reasonable best efforts to cause its independent auditors to consent to the inclusion or incorporation by reference of its audit opinion with respect to any of the financial statements of the Partnership in any such registration statement, report or other filing of the Devon Parties or their Affiliates, and the Partnership shall cause representation letters, in form and substance reasonably satisfactory to its

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independent auditors, to be executed and delivered to the independent auditors in connection with obtaining any such consent.

(c) The Partnership shall provide access to its books and records as may be reasonably necessary for the Devon Parties or any of their Affiliates, or any of their respective advisors or representatives, to conduct customary due diligence with respect to the financial statements of the Partnership in connection with any offering of securities by any Unitholder or any of their Affiliates or to enable an accounting firm to prepare and deliver a customary comfort letter with respect to financial information relating to the Partnership.

(d) The Devon Parties and their Affiliates shall not, directly or indirectly, disclose to any Person any confidential Information provided to the Devon Parties pursuant to this Section 4.10 ("Information"), which has not become generally available to the public, other than as a result of a breach of this Agreement. Notwithstanding the foregoing, (A) in the event that the Devon Parties or any of their Affiliates are required by Law or applicable stock exchange rules to disclose any Information, such Party shall (1) notify the Partnership as promptly as practicable of the existence, terms and circumstances surrounding such a request, so that the Partnership may either waive such Party's compliance with the terms of this Section 4.10 or seek an appropriate protective order or other remedy and (2) if the Partnership seeks such a protective order, to provide such cooperation as the Partnership may reasonably request (at the Partnership's sole expense) and (B) the Parties acknowledge and agree that any Devon Unitholder that holds at least three percent (3%) of the outstanding Common Units shall be required to include or incorporate into its financial statements the financial information described on Schedule I and nothing in this Section 4.10(d) shall limit or restrict the ability of any such Devon Unitholder to publicly disclose such Information to the extent included or incorporated into the financial statements of such Unitholder. In the event that the Partnership waives compliance (in whole or in part) with the terms of this Section 4.10, or such protective order or other remedy is denied, as a result of which such Devon Unitholder is nonetheless legally compelled to disclose such Information, the Devon Unitholder, as the case may be, shall furnish only that portion of the Information that its legal counsel advises is legally required, and the Devon Unitholder shall exercise its reasonable best efforts to preserve the confidentiality of the remainder of the Information. In no event shall a Devon Unitholder oppose action by the Partnership to obtain a protective order or other relief to prevent the disclosure of Information or to obtain reliable assurance that confidential treatment will be afforded the Information.

4.11 **Specific Performance.** The Parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that any non-performance or breach of this Agreement by any Party could not be adequately compensated by money damages alone and that the Parties would not have any adequate remedy at law. In the event of any breach or threatened breach by any Party of any provisions contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to seek and obtain (a) a decree or order of specific performance to enforce the observance and performance of such provisions, and (b) an injunction restraining such breach or threatened breach. Neither Party nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in

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connection with or as a condition to obtaining any remedy referred to in this Section 4.11, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. The Parties further agree that they shall not object to the granting of an injunctive relief on the basis that adequate remedy at law may exist.

4.12 **Termination.** This Agreement shall terminate with respect to the Devon Parties upon the first date on which the Devon Parties and any other Unitholders that are an Affiliate of the Devon Parties ceases to hold any Registrable Securities. Nothing in this Agreement shall be deemed to release any Party from any liability for any willful and material breach of this Agreement occurring prior to any termination hereof or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEVON ENERGY CORPORATION

By: /s/ Darryl G. Smette
Name: Darryl G. Smette
Title: Executive Vice President, Marketing, Midstream
and Supply Chain

DEVON GAS SERVICES, L.P.

By: Devon Gas Operating, Inc., its general partner

By: /s/ Darryl G. Smette
Name: Darryl G. Smette
Title: Executive Vice President

SOUTHWESTERN GAS PIPELINE, INC.

By: /s/ Darryl G. Smette
Name: Darryl G. Smette
Title: Executive Vice President

CROSSTEX ENERGY, L.P.

By: Crosstex Energy GP, LLC, its general partner

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

SIGNATURE PAGE TO UNITHOLDER AGREEMENT

Schedule I

Accounting and Financial Information

Requirements to satisfy S-X 3-05

- Provide the following financial statements as promptly as practicable after closing:
 - Audited annual financial statements from the Partnership's most recent Form 10-K
 - Unaudited interim financial statements for the most recent quarter-end

Requirements to satisfy S-X 3-09

- Provide audited annual financial statements for each subsequent annual period
 - Provide in draft form when available; provide in final form with auditors' report when finalized

Requirements for the Devon Parties and their Affiliates' accounting

- Provide estimated income at the end of each calendar quarter, using reasonable best efforts to provide such information no later than the 9th Business Day following the end of the quarter, and in no event later than the 12th Business Day following the end of the quarter

Requirements related to income taxes

- Unless otherwise provided in the Contribution Agreement, upon the written request of the Devon Parties, provide good faith estimates of the following at the end of each calendar quarter, no later than the 21st calendar day following the end of the quarter
 - Qualifying income calculation
 - Projection of net taxable income of the Partnership for the full year

Requirements for the Devon Parties or their Affiliates footnote and MD&A preparation

- Provide draft Form 10-Q within 20 business days following the end of a calendar quarter
- Provide draft Form 10-K within 30 business days following the end of a calendar year
- Provide updated drafts and final versions when available; updated drafts should be in a blacklined PDF or in a Word version

Requirements related to the Devon Parties and their Affiliates debt and equity offerings

- Provide assistance with obtaining consent from the Partnership's auditor, for example:
 - Respond to inquiries
 - Sign management representation letters
 - Provide updated financial information

Exhibit A

Form of Joinder

The undersigned is executing and delivering this Joinder Agreement (this "Joinder Agreement") pursuant to the Unitholder Agreement, dated as of March 7, 2014 (the "Unitholder Agreement"), by and among Devon Energy Corporation, Devon Gas Services, L.P., Southwestern Gas Pipeline, Inc., Crosstex Energy GP, LLC, and Crosstex Energy, L.P. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Unitholder Agreement.

By executing and delivering this Joinder Agreement to the Unitholder Agreement, the undersigned hereby agrees to become a party to, be bound by, and comply with the provisions of the Unitholder Agreement as a "Unitholder" thereunder.

Accordingly, in consideration of the mutual covenants and agreements set forth in the Unitholder Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned has executed and delivered this Joinder Agreement as of the _____ day of _____, 20____.

[UNITHOLDER]

By: _____
Name:
Title:

PREFERENTIAL RIGHTS AGREEMENT

THIS PREFERENTIAL RIGHTS AGREEMENT, dated as of March 7, 2014 (this "Agreement"), is adopted, executed and agreed to by Crosstex Energy, Inc., a Delaware corporation ("Crosstex"), Crosstex Energy, L.P., a Delaware limited partnership (to be renamed EnLink Midstream Partners, LP on the date hereof) (the "Partnership"), and EnLink Midstream, LLC, a Delaware limited liability company ("EnLink Midstream").

RECITALS

WHEREAS, Crosstex is a member of E2 Appalachian Compression, LLC, a Delaware limited liability company ("E2 Appalachian"), pursuant to that certain Amended and Restated Limited Liability Company Agreement of E2 Appalachian, dated as of March 5, 2013 (the "E2 Appalachian Agreement");

WHEREAS, Crosstex is also a member of E2 Energy Services, LLC, a Delaware limited liability company and the acting manager of E2 Appalachian ("E2 Energy"), pursuant to that certain Amended and Restated Limited Liability Company Agreement of E2 Energy (the "E2 Energy Agreement" and together with the E2 Appalachian Agreements, the "E2 Agreements");

WHEREAS, Crosstex owns Common A Units (as defined in each of the E2 Agreements) of E2 Appalachian and E2 Energy that, pursuant to the E2 Agreements, may be freely transferred to the Partnership (together with any additional interest in E2 acquired by Crosstex, and to the extent so deemed pursuant to Section 2.3 hereof, the Access Interest (as defined below), the "Equity Interests");

WHEREAS, Crosstex has entered into an Agreement and Plan of Merger, dated as of October 21, 2013 (the "Merger Agreement"), with Devon Energy Corporation, a Delaware corporation ("Devon"), Devon Gas Services, L.P., a Texas limited partnership ("Devon Gas Services"), Acacia Natural Gas Corp I, Inc., a Delaware corporation, EnLink Midstream, Rangers Merger Sub, Inc., a Delaware corporation, and Boomer Merger Sub, Inc., a Delaware corporation;

WHEREAS, the Partnership has entered into a Contribution Agreement, dated as of October 21, 2013 (the "Contribution Agreement" and together with the Merger Agreement, the "Strategic Agreements"), with Devon, Devon Gas Corporation, a Delaware corporation, Devon Gas Services, Southwestern Gas Pipeline, Inc., a Texas corporation, and Crosstex Energy Services, L.P., a Delaware limited partnership;

WHEREAS, Devon owns a 50% interest in the Access Pipeline Inc. (the "Access Interest"); and

WHEREAS, in connection with the consummation of transactions contemplated by the Strategic Agreements, and concurrently with the execution of this Agreement, Devon and EnLink Midstream are entering into that certain First Offer Agreement (the "First Offer Agreement"), pursuant to which Devon shall grant EnLink Midstream a right of first offer with respect to the Access Interest (the "Access ROFO");

WHEREAS, this Agreement is being executed in connection with, and as a condition to the Partnership's obligations under, the Contribution Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree and covenant as follows:

**ARTICLE I
DEFINITIONS**

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

"Transfer" as to the Equity Interests, means any direct or indirect transfer, assignment, sale, gift, pledge, hypothecation or other encumbrance, or any other disposition (whether voluntary, involuntary or by operation of law).

**ARTICLE II
PREFERENTIAL RIGHTS**

Section 2.1 ***Transfer of Equity Interests.*** Crosstex shall not Transfer the Equity Interests, in whole or in part, except in accordance with the terms and conditions set forth in this Article II.

Section 2.2 ***Right of First Refusal.***

(a) Crosstex hereby grants the Partnership a right of first refusal, until the 10th anniversary of the date hereof (the "ROFR Period"), on the Equity Interests to the extent that Crosstex receives an offer for the Transfer of all or any portion of such Equity Interests. During the ROFR Period, Crosstex shall not enter into any direct or indirect agreement, arrangement or understanding (whether in writing or otherwise) to Transfer all or a portion of the Equity Interests without complying with this Section 2.2.

(b) In the event Crosstex receives an offer for the Transfer of an Equity Interest during the ROFR Period (a "Transfer Offer") that Crosstex desires to accept, Crosstex shall promptly give notice in writing to the Partnership (the "ROFR Notice") of its intention to accept such Transfer Offer. The ROFR Notice shall include (i) a description of all material terms, conditions and details of the Transfer Offer, including with respect to timing, the number

of Common A Units proposed to be Transferred, the Transfer price, which shall be denominated and payable in U.S. dollars, and the identity of the offeror, (ii) a copy of the Transfer Offer, which must be in writing, signed by the offeror and accompanied by reasonable supporting documentation evidencing the offeror's ability to pay the Transfer price and (iii) a certification that there are no other direct or indirect agreements, arrangements or understandings (in writing or otherwise) with respect to the applicable Equity Interest and that Crosstex has complied with its obligations under this Section 2.2 through the date thereof. Crosstex shall provide the Partnership such additional and supplemental information as the Partnership shall request within 10 days of receiving such request and Crosstex shall cooperate fully with the Partnership in its evaluation of

the Transfer Offer and the ROFR Notice. The Partnership shall have 60 days following receipt of the ROFR Notice to indicate, in writing, its intent to enter into a transaction to purchase the applicable Equity Interest on terms substantially similar to those set forth in the ROFR Notice (the "ROFR Response"). During such 60-day period, Crosstex shall not solicit alternative proposals from any other party for the applicable Equity Interest. If no ROFR Response is delivered by the Partnership within such 60-day period, then the Partnership shall be deemed to have waived its right of first refusal with respect to the applicable Equity Interest, subject to Section 2.4(d).

(c) Upon delivery of a ROFR Response, Crosstex shall enter into an agreement with the Partnership providing for the consummation of a transaction on substantially similar terms as those set forth in the ROFR Notice. Unless otherwise agreed between Crosstex and the Partnership, the terms of the purchase and sale agreement will include the following:

(i) the Partnership will deliver the agreed purchase price (in cash, equity interests in the Partnership, an interest-bearing promissory note, or any combination thereof);

(ii) Crosstex will represent that it has good and marketable legal and beneficial title to the Equity Interest, free and clear of all liens and encumbrances;

(iii) the closing date for the purchase of the Equity Interest shall occur no later than 180 days following receipt by Crosstex of the ROFR Response; and

(iv) Crosstex and the Partnership shall use commercially reasonable efforts to do or cause to be done all things that may be reasonably necessary or advisable to effectuate the consummation of any transactions contemplated hereby, including causing its respective Affiliates to execute, deliver and perform all documents, notices, amendments, certificates, instruments and consents required in connection therewith.

(d) If the Partnership has not timely delivered a ROFR Response as specified above with respect to a Transfer Offer that is the subject of a ROFR Notice, Crosstex shall be free, for 60 days, to enter into a transaction with the offeror identified in such notice on terms no more favorable to such offeror than the terms set forth therein. After such 60-day period, any proposed Transfer shall once again be subject to the provisions of this Section 2.4.

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Section 2.3 Access Interest. (a) If, at any time during the ROFR Period, EnLink Midstream acquires the Access Interest, (a) such Access Interest shall automatically be deemed an "Equity Interest" under the terms of this Agreement and become subject to the preferential rights set forth in this Article II and (b) EnLink Midstream acknowledges and agrees that each obligation of Crosstex in this Article II shall apply to EnLink Midstream with respect to such Access Interest. Within two business days of receiving any Disposition Notice (used herein as defined in the First Offer Agreement), EnLink Midstream shall provide a copy of such Disposition Notice to the Partnership. Within 25 days of receiving any Disposition Notice, EnLink Midstream shall (i) make a determination as to whether it will exercise the Access ROFO and (ii) provide the Partnership with written notice of such determination. If after such 25-day period, EnLink Midstream has not determined that it will exercise the Access ROFO, EnLink Midstream shall promptly (and, in any event, within 5 days) assign its rights under Article II of the First Offer Agreement to the Partnership pursuant to Section 3.6 thereof.

(b) EnLink Midstream will not, during the ROFR Period, agree to any amendment, modification, waiver or termination of the Access ROFO without the prior written consent of the Partnership.

ARTICLE III GENERAL PROVISIONS

Section 3.1 Addresses and Notices. Any notice or other communication required or permitted under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person; (b) upon confirmation of receipt when transmitted by facsimile transmission (but only if followed by transmittal by national overnight courier or by hand for delivery on the next business day); or (c) on the next business day if transmitted by national overnight courier, in each case addressed as follows:

Notices to Crosstex:

Crosstex Energy, Inc.
2501 Cedar Springs Rd.
Dallas, Texas 75201
Telephone: (214) 953-9370
Facsimile: (214) 953-9501
Attention: General Counsel

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

Baker Botts L.L.P.
2001 Ross Avenue, Suite 700
Dallas, Texas 75201
Telephone: (214) 953-6500
Facsimile: (214) 661-4634
Attention: Douglass M. Rayburn

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Notices to the Partnership:

Crosstex Energy, L.P.
2501 Cedar Springs Rd.
Dallas, Texas 75201
Telephone: (214) 953-9370
Facsimile: (214) 953-9501
Attention: General Counsel

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

Morris, Nichols, Arsht & Tunnell LLP

1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Telephone: (302) 658-9200
Facsimile: (302) 658-3989
Attention: Louis G. Hering
Frederick H. Alexander

Notices to EnLink Midstream:

EnLink Midstream, LLC
2501 Cedar Springs Rd.
Dallas, Texas 75201
Telephone: (214) 953-9370
Facsimile: (214) 953-9501
Attention: General Counsel

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

Baker Botts L.L.P.
2001 Ross Avenue, Suite 700
Dallas, Texas 75201
Telephone: (214) 953-6500
Facsimile: (214) 661-4634
Attention: Douglass M. Rayburn

or to such other address as any party shall specify by written notice so given. Rejection or other refusal to accept notice shall be deemed to be receipt of notice as of the date of such rejection or refusal.

Section 3.2 **Assignment.** This Agreement may not be assigned by any party hereto without the prior, written consent of each other party, which may be withheld in each party's sole discretion. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

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Section 3.3 **Integration.** This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter of this Agreement.

Section 3.4 **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the end that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

Section 3.5 **Governing Law.** THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN DELAWARE, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES TO THE EXTENT THAT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Section 3.6 **Consent to Jurisdiction.** Each of the parties irrevocably agrees that any legal action, suit or proceeding with respect to the interpretation and enforcement of this Agreement and the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, including negotiations thereof, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the state of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware, including any applicable appellate court). Each of the parties irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties irrevocably waives, and agrees not to assert, as a defense in any legal action, suit or proceeding for the interpretation or enforcement of this Agreement or of any document referred to in this Agreement, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts. The Parties consent to and grant to the extent permitted by Law, any said court jurisdiction over the subject matter of any dispute contemplated by this [Section 3.6](#) and agree that mailing of process or other papers in connection with any such action, suit or proceeding in the manner provided in [Section 3.1](#) or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

Section 3.7 **No Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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Section 3.8 **Further Assurances.** Subject to the terms and conditions of this Agreement, each of the parties shall use its reasonable best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable law to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, each party, on behalf of itself and its Affiliates, agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions. The parties will coordinate and cooperate with each other in exchanging such information and assistance as any of the parties may reasonably request in connection with the foregoing.

Section 3.9 **Facsimiles; Counterparts.** Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first set forth above.

CROSSTEX ENERGY, INC.

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

CROSSTEX ENERGY, L.P.

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

ENLINK MIDSTREAM, LLC

By: EnLink Midstream Manager, LLC,
its managing member

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

SIGNATURE PAGE TO
PREFERENTIAL RIGHTS AGREEMENT

*** Where this marking appears throughout this Exhibit 10.2, information has been omitted pursuant to a request for confidential treatment and such information has been filed with the Securities and Exchange Commission separately.

GAS GATHERING AND PROCESSING CONTRACT

BETWEEN

DEVON GAS SERVICES, L.P.

AS “SHIPPER”

AND

ENLINK MIDSTREAM SERVICES, LLC

AS “PROCESSOR”

March 7, 2014

Effective as of March 1, 2014

Bridgeport Plant

Wise County, Texas

GAS GATHERING AND PROCESSING CONTRACT

This Gas Gathering and Processing Contract is made and entered into this 7th Day of March, 2014 but effective as of the 1st Day of March, 2014 (the “Effective Date”), by and between **Devon Gas Services, L.P.**, a Texas limited partnership (“Shipper”), and **EnLink Midstream Services, LLC**, a Texas limited liability company (“Processor”).

WITNESSETH

WHEREAS, Shipper has available a supply of Committed Gas and desires for Processor to perform the services described herein with respect to said Committed Gas; and

WHEREAS, Processor or Processor’s Agents operate a pipeline system which is capable of receiving deliveries of Committed Gas and redelivering Residue Gas and NGLs associated therewith to downstream markets; and

WHEREAS, Processor owns and operates the Plant for the purpose of extracting ethane, propane, butanes, natural gasoline and other liquid hydrocarbon products, and for other purposes deemed necessary by Processor in its Gathering and Processing activities; and

WHEREAS, Shipper desires to deliver to Processor for Gathering and Processing, as applicable, and Processor desires to receive from Shipper such Committed Gas for those purposes, all subject to and in accordance with the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Contract, Shipper and Processor (individually, a “Party” and collectively, the “Parties”) agree with each other as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 Each of the following terms enclosed by quotation marks in this **ARTICLE 1.1** shall be a defined term, and each term enclosed by parentheses and quotation marks in the preamble or body of this Contract, or otherwise defined in this Contract, shall also be a defined term, and wherever used in this Contract, each such defined term shall have the meaning provided for it in this Contract:
- 1.1.1 “Appendix” shall mean that certain “Appendix — General Terms and Conditions to Gas Gathering and Processing Contract”, which is attached hereto.
 - 1.1.2 “Btu” shall mean British Thermal Unit.
 - 1.1.3 “Committed Gas” shall mean all Natural gas produced from the Dedicated Area and attributable to Contractually Dedicated Area Interests, except for all Natural gas (including all constituents and components thereof, and all products derived therefrom) expressly excluded or reserved by Shipper hereunder, including but

not limited to, **ITEM 1.1** of this Contract. The term “Committed Gas” shall also include quantities of Natural gas Shipper elects to make subject to this Agreement pursuant to **ARTICLE 2.6**.

- 1.1.4 “Condensate” shall mean the liquid hydrocarbons, condensates, and/or distillates that are recovered from gas in typical oil and gas separators or pipeline drips, compressor discharge, or suction scrubbers, usually from changes in ambient or ground temperature and/or pressure, but not from Processing.
- 1.1.5 “Contract” shall mean this Gas Gathering and Processing Contract, including the Appendix and Exhibits attached hereto and any future amendments and/or exhibits.
- 1.1.6 “Contractually Dedicated Area Interests” shall mean the following interests and rights (insofar only as those interests and rights cover or pertain to any lands located in the Dedicated Area) that are now or hereafter subject to a legally binding agreement or arrangement by virtue of which Shipper has or will have the right to market, buy, sell, Process or Gather Natural gas and provide other services attendant thereto that is produced from those lands and/or lands spaced, pooled, or communitized therewith and is attributable to those interests and rights: (i) any fee or term mineral or royalty interest; (ii) any interest or right in or

derived or carved from any oil and gas lease; (iii) any interest or right from any pooling or unitization order; and (iv) any interest or right in or derived from any agreement (including any farmout, operating, communitization, marketing, purchase and sales, pooling, or unit agreement) pertaining to any right or interest identified or referenced in clause or item (i), (ii) or (iii) of this definition of Contractually Dedicated Area Interests; and (v) any option or contractual right to acquire or earn any interest or right identified or referenced in clause or item (i), (ii), (iii) or (iv) of this definition of Contractually Dedicated Area Interests.

- 1.1.7 “Cubic Foot of gas” shall mean the volume of gas necessary to fully fill one (1) cubic foot of unfilled space at a pressure base of 14.65 pounds per square inch absolute at a temperature of sixty degrees Fahrenheit (60°F).
- 1.1.8 “Day” or “day” shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m., Central Clock Time.
- 1.1.9 “Dedicated Area” shall mean Jack, Wise, Denton, Parker and Tarrant Counties, all located within the State of Texas and as depicted in Exhibit “A.” However, with respect to Tarrant County, the “Dedicated Area” shall only apply to those Contractually Dedicated Area Interests that are located entirely west of Interstate 35W in such county.
- 1.1.10 “Delivery Point(s)” shall be the locations as identified in **ARTICLE 5.1**, where Shipper delivers the Committed Gas to Processor.

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- 1.1.11 “Firm Basis” shall mean the highest level of Gathering and Processing services then offered by Processor on Processor’s Pipeline System or at the Plant where Processor may interrupt its performance without liability only to the extent such performance is prevented by reasons of Force Majeure or any other agreed upon event. The term “Firm Basis” shall also incorporate the concept of “no notice service” which means the delivery and redelivery of Natural gas on an instantaneous or as-soon-as-reasonable basis without the need to provide any minimum amount of advance notice or to specify the quantity of gas to be delivered and redelivered.
- 1.1.12 “Gathered Volume” shall mean, for any period, the sum of Shipper’s volume of Committed Gas (in MMBtu) delivered at each Delivery Point during that period *less* (i) Committed Gas used during that period by Processor for compression and treating fuel as described in **ARTICLE 3.2.6** but excluding any purchased fuel gas or dry fuel gas taken from the Plant residue stream, (ii) Shipper’s pro-rata share of Committed Gas used for fuel on Processor’s Pipeline System, including fuel use for treating purposes hereunder, (iii) loss and unaccounted for gas on Processor’s Pipeline System and at the Plant (including gains or losses) during that period, and (iv) gas used by Shipper for gas lift operations on Wells during that period.
- 1.1.13 “Gathering” shall mean the receipt of gas at the Delivery Points by Processor or Processor’s Agent and the compression, treating, dehydration and redelivery of said gas by Processor or Processor’s Agent at the Redelivery Points. Wherever the term “Gather” or “Gathered” is used with initial capitalization in this Contract, such term shall have the same meaning as Gathering.
- 1.1.14 “GPM” shall mean gallons per Mcf.
- 1.1.15 “Gross Heating Value” shall mean the number of Btus produced by the combustion at constant pressure of an amount of gas which would fully fill one (1) Cubic Foot of gas at saturated conditions.
- 1.1.16 “Law” shall mean any and all constitutional provisions, rules, codes, regulations, statutes, ordinances, enactments, judicial and administrative orders, decrees, standards, decisions and rulings that are adopted, enacted, promulgated or issued by any federal, state, municipal, parish or tribal governmental authority, including the common law.
- 1.1.17 “Lean Gas” shall mean Committed Gas not Processed by Processor whether at the Plant or a gas Processing plant owned by Processor’s Agent or Third Party. The volumes of Lean Gas attributable to the Committed Gas shall be reduced by any volumetric fuel usage or line loss, and increased by any line gain incurred in delivering the Committed Gas from the Redelivery Point(s) to the Settlement

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Point(s). For purposes of allocating Lean Gas to the Wells hereunder, such gas shall be measured at dry conditions.

- 1.1.18 “Losses” shall mean any actual loss, cost, claim, penalty, liability, damage, demand, suit, sanction, cause of action of every kind of character (including damage to property, personal injury, or death), judgment, lien, encumbrance, fine, or expense, including reasonable attorneys’ fees, investigation expenses, and court costs.
- 1.1.19 “Maximum Delivery Pressure” shall have the meaning set forth in **ARTICLE 5.1**.
- 1.1.20 “Natural gas” or “gas” shall mean natural gas produced from gas wells and gas produced in association with oil, including all hydrocarbon and non-hydrocarbon components, casinghead gas produced from oil wells, gas well gas and stock tank vapors.
- 1.1.21 “Mcf” shall mean one thousand (1,000) Cubic Feet of gas.
- 1.1.22 “MMBtu” shall mean one million (1,000,000) Btus.
- 1.1.23 “Month” or “month” shall mean the period of time beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.
- 1.1.24 “NGLs” shall mean the liquid hydrocarbons extracted from gas through Processing, including such constituents or components as ethane, propane, iso-butane, normal butane, natural gasolines, incidental methane, and other miscellaneous liquids that are associated with those liquid hydrocarbons.
- 1.1.25 “Plant” shall mean Processor’s Bridgeport gas Processing plant located in Wise County, Texas.
- 1.1.26 “Processed Volume” means the Gathered Volume *less* any volumes of gas not Processed at the Plant.
- 1.1.27 “Processing” shall mean the (i) extraction or separation of NGLs from gas through or by means of equipment, which is not located at or in close proximity to a Well site, specifically intended to extract or separate NGLs from the gas through cryogenic, refrigeration, refrigerated lean oil absorption, ambient oil absorption, Joule Thomson, or similar method or process and (ii) extraction of NGLs by Condensate stabilization and the fractionation of NGLs and raw mix into components as described in **ARTICLE 1.1.24**. Notwithstanding the previous sentence, Processor shall not be responsible for Condensate stabilization or fractionation of NGLs beyond the capacity of the stabilization and fractionation facilities at the Plant on the Effective Date. The term “Processing” shall also

include the transfer, handling, storage, and/or movement of NGLs and Condensate attributable to the Committed Gas to the Redelivery Points. Wherever the term "Process" or "Processed" is used with initial capitalization in this Contract, such term shall have the same meaning as Processing.

- 1.1.28 "Processor's Agent" shall mean any person or entity with which Processor has contracted to provide, on occasion, certain post-production services, including transmission, Gathering, Processing, treating, compression, measurement, accounting, or testing services, on behalf of Processor with respect to the Committed Gas.
- 1.1.29 "Processor's Metering Facilities" shall mean Processor's or Processor's Agent's meter and related facilities located at the Delivery Points and/or the Redelivery Points.
- 1.1.30 "Processor's Pipeline System" shall mean Processor's and/or Processor's Agent's pipeline system which is utilized to Gather the Committed Gas hereunder.
- 1.1.31 "Psig" or "psig" shall mean pounds per square inch gauge.
- 1.1.32 "Redelivery Point(s)" shall have the meaning as set forth in **ARTICLE 5.2** (for Residue Gas and Lean Gas) and **ARTICLE 5.3** (for Condensate and NGLs).
- 1.1.33 "Residue Gas" shall mean gas (other than Lean Gas) that has left Processor's Pipeline System after (i) Processing, (ii) NGL extraction, (iii) the removal of non-hydrocarbon substances, (iv) any loss and unaccounted associated with Processing or Gathering (v) fuel used for Processing or Gathering. The volumes of Residue Gas attributable to the Committed Gas shall be reduced by any volumetric fuel usage or line loss, and increased by any line gain incurred in delivering the Committed Gas from the tailgate of the Plant or Redelivery Point(s) to the Settlement Point(s). For purposes of allocating Residue Gas to the Wells hereunder, such gas shall be measured at dry conditions.
- 1.1.34 "Settlement Point(s)" shall mean the location or point at which title, custody, and possession of the Residue Gas or Lean Gas attributable to Shipper is first transferred from Shipper or Shipper's designee to a Third Party or its designee.
- 1.1.35 "Third Party" shall mean any person or entity other than Processor, Processor's Agent, or Shipper.
- 1.1.36 "Wells" shall mean any well classified by any governmental authority or under any applicable Law as a gas well or oil well in which gas produced therefrom and attributable to a Contractually Dedicated Area Interest subject to this Contract has been dedicated to Shipper, whether such well now exists or is hereafter drilled.

- 1.2 The headings and titles in this Contract are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this Contract. Each reference made in this Contract to an article or item (as used in the Appendix) is to the applicable article or item in this Contract unless the context clearly indicates otherwise.
- 1.3 The words "this Contract", "herein", "hereby", "hereunder", "hereof", and words of similar import refer to this Contract as a whole and not to any particular part of this Contract, unless the context clearly indicates otherwise.
- 1.4 Each reference made in this Contract to an exhibit is to the applicable exhibit attached hereto, unless the context clearly indicates otherwise. The Appendix and each exhibit attached hereto are made a part hereof.
- 1.5 As used in this Contract, (i) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (ii) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including without limitation", except where the context clearly otherwise requires, (iii) each term that is defined in this Contract in the singular shall include the plural of such term, and each term that is defined in this Contract in the plural shall include the singular of such term, and (iv) the words, phrases, and terms used herein shall have their ordinary meaning unless it is clearly indicated otherwise in this Contract or unless such word, phrase or term is defined in this Contract.
- 1.6 Both Parties participated in the drafting of this Contract. If any ambiguity is contained herein, no weight shall be given in favor of or against a Party in resolving that ambiguity on account of that Party's drafting of this Contract.
- 1.7 Any reference to any time or period of time is to the applicable time or period of time in the Dedicated Area.

ARTICLE 2 DEDICATION AND PROPERTIES COVERED

- 2.1 Subject to the terms and conditions of this Contract and except as otherwise provided in this Contract, Shipper hereby commits and dedicates exclusively to Processor all of the Committed Gas attributable to the Contractually Dedicated Area Interests for the term of this Contract for the purposes provided in this Contract. The commitment and dedication set forth in this Section 2.1 shall be deemed a covenant running with the Dedicated Area and shall be binding on the successors and assigns of Shipper. Shipper shall not Process and Shipper shall not permit Third Parties to Process hydrocarbons in the field or elsewhere from the Committed Gas to be delivered hereunder other than by usual field separation methods.
- 2.2 Shipper represents and warrants to Processor that when Shipper delivers the Committed Gas to Processor during the term hereof, Shipper will have the right to Gather, Process, and/or market the Committed Gas produced from the Contractually Dedicated Area Interests, free from liens and adverse claims of every kind and, subject to the reservation

of rights described in **ITEM 1.1(c)**, will not waive or consent to any release, termination, or early expiration of any said Contractually Dedicated Area Interests during the term hereof without the express prior written consent of Processor, which shall not be unreasonably withheld. Shipper further represents and warrants that when the Committed Gas is delivered to Processor at the Delivery Points that such Committed Gas will be owned or controlled by Shipper and will not be subject to any prior unreleased dedication as of the Effective Date. If after the Effective Date Shipper obtains the right to Gather or Process gas within the Dedicated Area, then that gas shall become Committed Gas hereunder when Shipper obtains that right except as otherwise provided herein; provided, however, if said gas is subject to prior

unreleased written dedication or commitment for the type of services provided for herein, then such interests shall be excluded from dedication hereunder unless and until all such contractual commitments and dedications have expired or are terminated, or have been assigned to Shipper or released. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.2.**

- 2.3 Subject to the terms of this Contract, at the Delivery Points, Shipper will deliver to Processor, and Processor will receive from Shipper, all of the Committed Gas produced from the Wells insofar as that Committed Gas is attributable to the Contractually Dedicated Area Interest in the Wells.
- 2.4 Contemporaneously with the execution of this Contract, the Parties shall execute, acknowledge, deliver, and record a "short form" memorandum of this Contract in the form of Exhibit "C" which shall be placed of record in the counties in which the Dedicated Area is located. All preparation to, filing of, and costs associated with the "short form" memorandum and any subsequent amendment to said "short form" memorandum shall be the sole responsibility of and borne solely by Processor.
- 2.5 Promptly after Processor's receipt of each written request for same by Shipper, Processor shall deliver to Shipper a written release in recordable form of the dedication and commitment provided in **ARTICLE 2.1** regarding any Natural gas (including any Committed Gas) released by Processor under **ITEM 2.4** or **ITEM 3.2**.
- 2.6 From time to time during the first five (5) years of the Initial Term hereof and subject to the terms of this **ARTICLE 2.6**, Shipper shall have the right to deliver quantities of Natural gas to Processor at mutually agreeable locations on Processor's Pipeline System and said Natural gas shall be deemed Committed Gas for purposes hereunder, in each case if it (i) is owned or controlled by Shipper, (ii) is located outside of the Dedicated Area, (iii) is not attributable to Contractually Dedicated Area Interests, (iv) meets the quality specifications of **ITEM TWO** with the exception that in order for such gas to be Processed, it must have a Gross Heating Value of at least 1040 Btu per Cubic Foot of gas, (v) does not cause material operational issues on Processor's Pipeline System or at the Plant, and (vi) does not require Processor to spend more than a de minimus amount of money to make changes to Processor's Pipeline System or the Plant to accommodate such quantities of Natural gas. The quantities of said designated Committed Gas shall be

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subject to the provisions of **ITEM FIVE**; provided, however, once Shipper has satisfied its Gathering Volume Commitment and Processing Volume Commitment, the priority status of Natural gas delivered pursuant to this **ARTICLE 2.6** shall be changed from a Firm Basis to a priority status equal to other Third Party contracts previously agreed to by the Parties. Shipper shall be solely responsible for the cost of constructing new Delivery Points on Processor's Pipeline System in order to facilitate the receipt of said designated Committed Gas. If Processor receives Committed Gas pursuant to this **ARTICLE 2.6**, then Shipper represents and warrants to Processor that Shipper will have the right to Gather, Process, and/or market said Committed Gas, free from liens and adverse claims of every kind. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.6.** The parties understand and agree that Committed Gas delivered and received pursuant to this **ARTICLE 2.6** is not a dedication of any wells, lands, leases, or other similar interests. Further, the Committed Gas delivered and received pursuant to this **ARTICLE 2.6** shall be subject to the terms and conditions of this Agreement except for the following provisions: **ARTICLE 1.1.6**, **ARTICLES 2.1** through **2.5**, **ITEM ONE**, **ITEM THREE**, and **ITEM 4.1** as such provision applies to Wells only.

ARTICLE 3 FEES, VOLUME COMMITMENTS AND RECOVERIES

- 3.1 Subject to all other applicable provisions of this Contract and as full consideration for the quantity of Committed Gas Gathered and Processed hereunder by Processor each month, Shipper shall pay and Processor shall accept from Shipper an amount equal to sum of the applicable fees and payments as described in this **ARTICLE 3**.
- 3.2.1 The fee for Processing the Committed Gas hereunder at the Plant ("Processing Fee") shall equal \$*** per MMBtu multiplied by the Processed Volume. No Processing Fee will be assessed to volumes of Committed Gas considered to be Lean Gas.
- 3.2.2 The fee for Gathering, compressing, treating, and dehydrating the Committed Gas from the Delivery Point to the Redelivery Point ("Gathering Fee") shall equal \$*** per MMBtu multiplied by the Gathered Volume.
- 3.2.3 Beginning January 1, 2015 and each January 1st thereafter during the term hereof, the Gathering Fee and the Processing Fee shall be automatically adjusted by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers ("CPI") as published by the U.S. Department of Labor Bureau of Labor Statistics calculated for the twelve (12) Months immediately preceding the date of escalation; provided, however, neither fee shall be decreased below its initial amount. The Parties shall use the negotiation procedure described in **ITEM 11.1** to attempt to resolve any dispute between them regarding any change or adjustment to the CPI. If the Parties fail to fully resolve the dispute, either Party may invoke the binding arbitration procedure described in **ITEM 11.6** to resolve it. The Gathering Fee and/or Processing Fee for the immediately preceding calendar year shall remain in effect until a new Gathering Fee and/or

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Processing Fee (as well as the effective dates of both fees) is/are agreed upon by the Parties or determined by arbitration, and such agreed upon or determined fee(s) shall be retroactively applied for the applicable new calendar year.

- 3.2.4 The allocation of the Residue Gas (expressed in MMBtus) among the Wells which are attributable to the Committed Gas delivered to Processor each Month from such Wells shall be determined each Month on a Well-by-Well basis by multiplying the Theoretical Residue Gas attributable to each such Well for such Month by the Residue Gas Recovery Factor for such Month.

As used in this Contract, the "Theoretical Residue Gas" volume attributable to an individual Well shall be determined by multiplying (i) the Processed Volume (in Mcf) attributable to the Committed Gas delivered to Processor each Month from that Well by (ii) the sum of (a) the Mol percent of methane contained in said gas and (b) twenty percent (20%) of the Mol percent of ethane contained in said gas. The Mcf so determined shall be converted to MMBtus based on the actual MMBtu factor of the Residue Gas at the tailgate of the Plant for such Month. The Mol percents referred to in this **ARTICLE 3.2.4** shall be determined based on the most recent Gas analysis for such Well determined in accordance with **ITEMS 6.6** and **6.7**.

As used in this Contract, the "Residue Gas Recovery Factor" for any Month shall be a percentage determined by dividing (i) the actual aggregate volume of Residue Gas (expressed in MMBtus) available after Processing the Committed Gas at the Plant during that Month by (ii) the sum of the Theoretical Residue Gas (expressed in MMBtus) attributable to all Wells whose gas is delivered during that Month to the Plant for Processing.

- 3.2.5 The allocation of each NGL component (as expressed in gallons) among the Wells which are attributable to the Committed Gas delivered to Processor each Month from such Wells shall be determined each Month on a Well-by-Well basis by multiplying the number of gallons of Theoretical NGLs attributable to each such Well by the NGL Recovery Factor for such Month.

As used in this Contract, the "Theoretical NGLs" for each NGL component attributable to a Well shall be determined by multiplying (i) the Processed Volume (in Mcf) attributable to the Committed Gas delivered to Processor each Month from that Well by (ii) the GPM of such component contained in said gas. The GPM shall be

determined based on the most recent Gas analysis for such Well determined in accordance with **ITEM 6.7**; and

As used in this Contract, the “**NGL Recovery Factor**” for any Month shall be a percentage determined by dividing (i) the actual gallons of the particular NGL component produced and redelivered at the Plant (including both local sales and pipeline sales) for such Month by (ii) the sum of the gallons of Theoretical NGLs of such component attributable to all Wells whose gas is delivered during the Month to the Plant for Processing.

Condensate shall be allocated on a hexane+ basis and in the manner as other NGL components described in this **ARTICLE 3.2.5**.

3.2.6 Each Month during the term of this Contract, Processor is authorized to utilize a portion of the Committed Gas received from Shipper at each Delivery Point (pro rata with any other third party delivering gas into the Processor’s Pipeline System) as compression and treating fuel for the operation of Processor’s compression and treating equipment hereunder. The amount of gas deducted from the Committed Gas shall be equal to Shipper’s allocated share of fuel. The quantity of fuel gas allocated to each of the Wells shall be deemed to be the quantity of fuel utilized by Processor in the compression of the Committed Gas. The compression of the Committed Gas at each Delivery Point shall be based upon the following average monthly operating pressure registered at such Delivery Point and the number of stages of compression associated therewith:

Average Monthly Operating Pressure at Delivery Point (in psig)	Number of Stages of Compression
600 and greater	0
300 but less than 600	1
150 but less than 300	2
50 but less than 150	3
Less than 50	4

Fuel gas used for field compression shall be allocated to each Delivery Point based on a ratio where the numerator is the product of (a) each Delivery Point’s Committed Gas Mcf and (b) the number of stages of compression as per the table above and the denominator is the product of (x) the sum of all Delivery Points’ Committed Gas Mcf and (y) the sum of all applicable stages of all Delivery Points per the table above.

Such Committed Gas shall first be reduced for gas leaving Processor’s Pipeline System prior to compression including any lease use gas or field fuel gas. For fuel gas used for residue compression, such gas shall be allocated to each Delivery Point based on its allocated share of Residue Gas.

Such allocated quantity of fuel gas shall be furnished by Shipper free of cost to Processor whether such fuel consists of unprocessed gas, Residue Gas transported to the field, or equivalent Btus of Gas exchanged or purchased from other persons for use by Processor’s field compressors.

3.2.7 Any Residue Gas and NGLs attributable to the Committed Gas that is Processed by a Third Party at a facility other than the Plant shall be allocated to each Well similar to the manner described in **ARTICLE 3.2.4** and **ARTICLE 3.2.5** respectively.

3.2.8 Any Condensate, NGLs, or vapor recovery Gas extracted from the Committed Gas at the Condensate stabilization unit located at the Plant (collectively, the “Extracted

Stabilization Products”) shall be separately accounted for and allocated to Shipper from any Third Party extracted stabilized products. Regarding the allocation of said Extracted Stabilization Products to each Well, the vapor recovery Gas shall be allocated in the manner set forth in **ARTICLE 3.2.4** above and the Condensate and NGLs shall each be allocated in the manner set forth in **ARTICLE 3.2.5** above.

3.3 **Volume Commitment.** Subject to the terms and conditions hereof, the Parties agree upon the following:

(a) **Gathering Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 850,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term (“Gathering Volume Commitment”). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(d)**, in the event Shipper fails to deliver at least the Gathering Volume Commitment for any applicable calendar quarter, Shipper shall pay Processor an amount equal to the product of the (i) Gathering Fee, (ii) positive difference between (A) the product of the Gathering Volume Commitment and the number of days in such calendar quarter and (B) the Gathered Volume for such calendar quarter and (iii) the average Gross Heating Value of the Gathered Volume for such calendar quarter (“Gathering Volume Commitment Deficiency Payment”). Any Gathering Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor’s sole and exclusively remedy regarding the delivery deficiency of the Gathering Volume Commitment.

(b) **Processing Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 650,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term for Processing at the Plant (“Processing Volume Commitment”). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(e)**, in the event Shipper fails to deliver at least the Processing Volume Commitment during any applicable calendar quarter, then Shipper shall pay Processor an amount equal to the product of the (i) Processing Fee, (ii) positive difference between (A) the product of the Processing Volume Commitment and the number of days in such calendar quarter and (B) the Processed Volume for such calendar quarter and (iii) the average Gross Heating Value of the Processed Volume for such calendar quarter (“Processing Volume Commitment Deficiency Payment”). Any Processing Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor’s sole and exclusively remedy regarding the delivery deficiency of the Processing Volume Commitment.

(c) **Relief from Volume Commitment.** Shipper shall be excused from delivering a portion of the Gathering Volume Commitment or the Processing Volume Commitment and making payment of any corresponding deficiency payment related thereto only under the following circumstances:

(i) If Processor fails to Gather or Process at least the Gathering Volume Commitment or the Processing Volume Commitment, respectively, and

such failure is not expressly excused hereunder, the applicable corresponding deficiency payment shall not apply to the extent of the affected volumes of Committed Gas; or

(ii) If, due to an event of Force Majeure, on any day, Processor is unable to Gather or Process at least the Gathering Volume Commitment or the Processing Volume Commitment, as applicable, such day shall be excluded from the calculations of the Gathering Volume Commitment Deficiency

Payment and/or the Processing Volume Commitment Deficiency Payment, as applicable, as if such day had not occurred during the applicable calendar quarter.

- (d) **Over/Under Deliveries of Gathering Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Gathering Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Gathering Volume Commitment for such quarter (“Excess Gathered Amount”), then Shipper shall have the right to credit said Excess Gathered Amount against its Gathering Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Gathering Volume Commitment for such quarter (“Deficient Gathered Amount”), then Shipper shall have the right to make-up its Gathering Volume Commitment for such calendar quarter by delivering to Processor the Deficient Gathered Amount in excess of the Gathering Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Gathered Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Gathering Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(a)**.
- (e) **Over/Under Deliveries of Processing Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Processing Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Processing Volume Commitment for such quarter (“Excess Processed Amount”), then Shipper shall have the right to credit said Excess Processed Amount against its Processing Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Processing Volume Commitment for such quarter (“Deficient Processed Amount”), then Shipper shall have the right to make-up its Processing Volume Commitment for such calendar quarter by delivering to Processor the Deficient Processed Amount in excess of the Processing Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Processed Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Processing Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(b)**.

3.4 **Actual Recoveries.** Processor shall return to Shipper, at the Redelivery Point(s), its actual share of Residue Gas and NGLs actually recovered from the Committed Gas at the Plant whether the Plant is being operated in full or partial recovery mode. Notwithstanding the foregoing sentence, Processor shall operate the Plant in full recovery mode unless Shipper exercises its ethane rejection election rights in accordance with **ARTICLE 3.5**.

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- 3.5 **Ethane Rejection Election.** For any production Month, Shipper may elect ethane rejection by providing Processor with notice of its election at least seven (7) Business Days (or a shorter period of time if agreed to by the Parties) prior to the effective date of ethane rejection. Said election to reject ethane shall be in effect for the entire Month, for the remainder of said Month, or for a lesser period of time if mutually agreed to by the Parties. In such event, the percentage of ethane recovered from the Committed Gas shall be based on Shipper’s actual recoveries that occur for such month after Processor’s reasonable efforts to reject ethane in accordance with Processor’s operational capabilities.
- 3.6 **Gas Lift.** At any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas for Shipper’s gas lifting operations. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions set forth in Exhibit “D,” attached hereto and made a part hereof.
- 3.7 **Mutually Beneficial Projects.** From time to time during the term hereof, the Parties may desire to evaluate and participate in certain mutually beneficial projects that would add or enhance the value each receives under this Contract. Such projects may include, but not be limited to, reducing fuel consumption, lowering pipeline pressures to enhance gas deliveries hereunder (whether by offloading gas volumes or through compression), changing, modifying, or altering gas flow patterns across Processor’s Pipeline System from the current system configuration, offloading volumes of Lean Gas to Third Parties (without the Processing of said volumes), bypassing volumes of Lean Gas around the Plant, changing the characterization of Lean Gas to Processed Volume and/or Processed Volume to Lean Gas and modifying Processor’s Pipeline System in order to accommodate the disposition of said volumes, and expanding capacity at the Plant or on Processor’s Pipeline System.
- 3.7.1 If a Party (“X”) desires to propose a project to the other Party (“Y”), then X shall submit said proposal to Y in writing where such proposal shall contain at least the following information: type and scope of project; anticipated benefits (i.e. cost savings, increased volumetric throughput); estimated timeline for construction, installation, and initial operation; and estimated cost and expenses. Within thirty (30) days of Y’s receipt thereof, the Parties shall meet to discuss the commercial viability of the proposal taking into consideration the cost of the project, the estimated payout, and the anticipated benefits for both Parties. If the Parties agree to proceed with the proposed project (either as initially proposed or as modified), then such arrangement shall be memorialized in a separate agreement containing necessary terms including, but not limited to, the scope of work, cost, and the payor and payee.
- 3.7.2 If, after sixty (60) days from Y’s receipt of the proposal described above in **ARTICLE 3.7.1**, the Parties are unable to agree upon the proposal or any alternatives thereto, then the Parties shall submit such proposal to designated representatives from both Parties for their review and consideration of said proposal. The designated representatives shall be comprised of individuals who were not part of the initial or any subsequent review and/or discussion of the project and have the requisite corporate authority to bind its respective

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Party. Within thirty (30) days from receipt of said proposal, the designated representatives from each Party shall make a determination to (i) approve the project, (ii) disapprove the project, or (iii) re-submit the project to the initial group with further guidance and/or instructions.

ARTICLE 4 TERM AND TERMINATION

- 4.1 This Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the “Initial Term”) and year-to-year thereafter until terminated by Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate this Contract at least one hundred eighty (180) days prior to the end of the Initial term or any extension term or (ii) as otherwise provided in this **ARTICLE 4**.
- 4.2 Prior to the termination or expiration of this Contract, each Party shall use its best efforts to negotiate in good faith mutually agreeable services and associated rates in order to extend the term of this Contract. If the Parties are unable to agree upon a certain service, what may or may not be included in said service, or the rate for said service, then such dispute shall be resolved in accordance with **ITEM ELEVEN**.
- 4.3 The termination of this Contract in accordance with this **ARTICLE 4** shall not impair, impede or otherwise adversely affect any right, claim or cause of action that a Party may have arising prior to or as a result of that termination, including the right to obtain and receive any payment owing under this Contract.
- 4.4 This **ARTICLE 4.4**, **ARTICLE 4.3**, **ARTICLE 4.2**, **ARTICLE 7.2**, and **ITEMS 10.7, 10.13, 10.14**, and **ELEVEN** of the Appendix shall survive the termination of this Contract.

ARTICLE 5 DELIVERY/REDELIVERY POINTS AND PRESSURE

- 5.1 The Delivery Point(s) for the Committed Gas shall be at the inlet flange of Processor’s Metering Facilities located near the site of production facilities for each Well,

or at other mutually agreeable locations on Processor's Pipeline System. Shipper shall cause the Committed Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into Processor's Pipeline System at each Delivery Point against the prevailing line pressure at such point but not in excess of the maximum allowable operating pressure ("MAOP") of Processor's Pipeline System at such Delivery Point. Processor retains the right to set a maximum delivery pressure, relative to Shipper's deliveries of Committed Gas, so that the system can be operated in an efficient manner ("Maximum Delivery Pressure"); provided, however, it is the Parties' intent for Processor to operate Processor's Pipeline System in a manner that maximizes the amount of Committed Gas to be delivered into the system while allowing Processor to optimize the efficiency thereof. If Shipper elects to install compression facilities and Processor reasonably determines that there is a pulsation problem because of those compression facilities, then

Shipper will install a pulsation dampener (which shall have a design reasonably acceptable to Processor) at Shipper's sole cost and expense, between such compression facilities and Processor's Metering Facilities at the Delivery Point(s).

- 5.2 The Redelivery Point(s) for Shipper's Residue Gas and Lean Gas shall be at the inlet to each downstream pipeline's metering facilities located at mutually agreeable points as further described on Exhibit "B." Processor shall cause Shipper's Residue Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into each downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).
- 5.3 The Redelivery Point(s) for Shipper's NGLs and Condensate shall be at mutually agreeable points as further described on Exhibit "B." If a Redelivery Point for Shipper's NGLs or Condensate is a pipeline, such delivery shall be made at a pressure sufficient to allow the NGLs or Condensate to flow into the downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).
- 5.4 Consistent with the Firm Basis service provided by Processor hereunder, Shipper shall not be required to provide Processor with nominations of the Committed Gas at the Delivery Points. Shipper shall be solely responsible for all nominations and scheduling for its Residue Gas, Lean Gas, Condensate, and NGLs at the Redelivery Points and shall be solely responsible for any costs, penalties, and expenses associated therewith including any imbalances. If Shipper fails for any reason to take or otherwise dispose of all or any part of Shipper's share of Residue Gas, Condensate, or NGLs for any month during the term hereof and such failure adversely affects the operations or integrity of the Plant or Processor's Pipeline System, then Processor shall have the right, but not the obligation, to market Shipper's share of said Residue Gas, Lean Gas, Condensate, or NGLs (as the case may be) in a commercially reasonable manner but with prior written notice to Shipper; provided, however, that Processor shall account to and timely pay Shipper for the proceeds received by Processor from the disposition thereof.

ARTICLE 6 NOTICES

- 6.1 All notices provided for herein shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail, or hand delivered to a Party at its applicable address listed below. Notice shall be considered given on the first business day after its receipt by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) notices sent by facsimile will be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission; (ii) notice by overnight mail or courier will be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party; and (iii) notice via first class mail will be considered delivered five (5) business days after mailing. The Parties may communicate to each other via email for general business

purposes (including operational notices) but emails shall not be considered as an acceptable means of delivering legal notices hereunder. Each Party will promptly notify to the other Party upon any change in its address.

PROCESSOR'S ADDRESS:

EnLink Midstream Services, LLC
Attn: Contract Administration
2501 Cedar Springs Road, Suite 100
Dallas, TX 75201
Fax: (214) 953-9501

SHIPPER'S ADDRESS:

NOTICES & CORRESPONDENCE
Devon Gas Services, L.P.

Attn: Contract Administration - Marketing
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 234-2737
Email: devongasmarketing@dvn.com

STATEMENTS & PAYMENTS

Devon Gas Services, L.P.

Attn: Accounting
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 552-1520

ARTICLE 7 FINANCIAL RESPONSIBILITY

- 7.1 If either Party ("X") has reasonable grounds for insecurity regarding the performance of any material obligation under this Contract (whether or not then due) by the other Party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its credit support provider, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset, or a guaranty.
- 7.2 In the event (each an "Event of Default") either Party or, if applicable, its credit support provider (the "Defaulting Party") shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar Law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed

with respect to it or substantially all of its assets; (vi) fail to perform any material obligation to the other Party with respect to any credit support obligations relating to this Contract; (vii) fail to give Adequate Assurance of Performance hereunder within 48 hours but at least one business day of a written request by the other Party; (viii) not have paid any material amount due the other Party hereunder on or before the second business day following written notice that such payment is due; or (ix) fail to promptly take and diligently prosecute appropriate actions to remedy a material default or breach of a material covenant or provision hereunder after receiving written notice thereof from the other Party and to remedy such default or breach within thirty (30) days (or longer if such default or breach reasonably requires a longer cure period); then the other Party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon notice, in addition to any and all other remedies available hereunder.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in multiple originals by the proper representatives thereunto duly authorized, as of the date first hereinabove written, but this Contract shall be effective as of the Effective Date.

PROCESSOR:

ENLINK MIDSTREAM SERVICES, LLC

By: /s/ Darryl G. Smette
Darryl G. Smette
Executive Vice President

SHIPPER:

DEVON GAS SERVICES, L.P.

By: /s/ Susan E. Alberti
Susan E. Alberti
Senior Vice President

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APPENDIX - GENERAL TERMS AND CONDITIONS

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: MARCH 1, 2014**

For the consideration stated in this Contract, the Parties further agree as follows:

**ITEM ONE
RESERVATIONS BY SHIPPER**

1.1 The following rights, which are vested in Third Parties owning the Contractually Dedicated Area Interests, are and shall be excepted and excluded from the purview of this Contract and are not and shall not be subject to the dedication and commitment provided in **ARTICLE 2.1**, and each such Third Party may exercise the following rights free and clear of any claim of Processor:

- (a) The right to use, but not to sell to others, sufficient gas for the development and operation of the Wells and appurtenant facilities (in conjunction therewith) in which that Third Party has an ownership interest, including use of gas for drilling, workovers, completions, operations, treating, gas lift, pressure maintenance, and fuel.
- (b) The right to space, pool, communitize, and unitize any of the Contractually Dedicated Area Interests with other lands, leases, interests, and properties of that Third Party or others located in the field in which those Contractually Dedicated Area Interests are located, and all Committed Gas attributable to those Contractually Dedicated Area Interests produced therefrom shall be covered by this Contract, except as otherwise provided in this Contract; provided, that the exercise of such right by that Third Party shall not diminish Processor's right or increase its obligations in any material respect with respect to the Committed Gas produced from the Contractually Dedicated Area Interests covered hereby.
- (c) The right to exploit, use, maintain, and operate the Contractually Dedicated Area Interests covered by this Contract and all Wells, properties, facilities, and equipment incidental, related or appurtenant thereto in which that Third Party has an interest in such manner as that Third Party deems advisable, in the Third Party's sole discretion, including the right to drill or complete new Wells, to repair, recomplete, or rework any Wells, to reduce, suspend or shut-in the production from any Wells, to acquire new or additional Contractually Dedicated Area Interests, to renew, extend or amend in whole or in part any of the Contractually Dedicated Area Interests covered by this Contract, to abandon any

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Well, and to release or terminate all or any portion of Contractually Dedicated Area Interests in order to avoid or resolve any pending or threatened litigation concerning the validity of those Contractually Dedicated Area Interests, or that are not deemed by that Third Party as being capable of producing oil or gas in commercial quantities or as having been perpetuated beyond their respective stated terms in accordance with the terms of the respective instruments creating those Contractually Dedicated Area Interests.

- (d) The right to provide Natural gas which such Third Party is obligated to provide to a lessor, an owner of an overriding royalty or other owner of a non-cost bearing interest, or a surface owner under the terms of an oil and gas lease or other agreement, contract or conveying instrument.
- (e) The right to market, Gather and/or Process all of such Third Party's share of Natural gas attributable to (1) any Contractually Dedicated Area Interests that are subject on the date hereof to a prior dedication in favor of an affiliate of Processor or another Third Party (whether under a gas purchase, Gathering and/or Processing contract, call on production, or similar agreement or arrangement) or (2) any Contractually Dedicated Area Interests that are acquired after the date hereof by such Third Party and are subject, when acquired, to a pre-existing prior sales, Gathering and/or Processing dedication made by another Third Party in favor of a purchaser, gatherer or processor other than Processor or Shipper.
- (f) The right to market, Gather and/or Process all of such Third Party's share of Natural Gas from any Well not operated by it during any period in which such

Third Party does not own a majority working interest in such Well and such Third Party has elected to market its share of production from that Well to another Third Party in accordance with applicable Law, or the applicable operating, unit or other agreement between such Third Party and the operator of that Well.

- 1.2 It is agreed that Shipper may cause or allow the Committed Gas to be separated by means of a conventional ambient mechanical wellhead gas-oil separator prior to its delivery to Processor and the liquid constituents separated from such Committed Gas therefrom shall not be subject to this Contract. However, Shipper shall not have the right to Process the Committed Gas for the recovery of NGLs, but shall have the right to recover NGLs by means of a conventional ambient mechanical wellhead gas-oil separator or similar process or method at any Well site.

ITEM TWO QUALITY

- 2.1 Processor shall not be obligated to take any Committed Gas tendered hereunder unless the same meets the following requirements as to quality:

Hydrogen Sulfide: The Committed Gas shall not contain more than four parts per million (4 ppm) of hydrogen sulfide as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

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Total Sulphur: The Committed Gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

Temperature: The Committed Gas shall not have a temperature of less than forty degrees Fahrenheit (40°F) nor more than one hundred twenty degrees Fahrenheit (120°F).

Carbon Dioxide: The Committed Gas shall not contain carbon dioxide in excess of two percent (2%) by volume.

Oxygen: The Committed Gas shall contain no oxygen.

Nitrogen: The Committed Gas shall not contain nitrogen in excess of two percent (2%) by volume.

Total Inert Gases: The Committed Gas shall not contain total inert gases in excess of four percent (4%) by volume.

Objectionable Liquids and Solids and Dilution: The Committed Gas shall (i) be free of objectionable liquids and solids, as determined by Processor in good faith, (ii) be commercially free from dust, salts, soaps, foam-forming constituents, gums, gum-forming constituents, paraffins, or other similar liquid or solid matter which become separated from the Committed Gas in the course of gathering through Processor's Pipeline System, and (iii) any other impurities, including microbiologically corrosive agents.

Heating Value: The Committed Gas shall not have a Gross Heating Value of less than 950 Btu per Cubic Foot of gas under the conditions of measurement contained herein.

In the event that the quality specifications of any pipeline receiving gas from Processor's Pipeline System or at the Plant is more stringent than the applicable quality specification set forth in this **ITEM 2.1**, then notwithstanding any reasonableness standard agreed to by Processor regarding said quality specifications, all Committed Gas delivered by Shipper to Processor shall meet the quality specifications of that pipeline. Notwithstanding anything to the contrary contained in this **ITEM TWO**, the quality specifications set forth herein shall not apply during the period of time when any Well dedicated herein is being completed/recompleted and is flowing into Processor's Pipeline System during said completion/recompletion phase; provided, however, for the suspension of the quality specifications set forth herein during the completion/recompletion phase to apply to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall require the Contracted Parties (as defined in **ITEM 4.1**) to furnish, install, and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install, and maintain equipment at the well site of such Well (such as a separator) as is reasonably

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necessary for the removal of the objectionable liquids from such Well, as reasonably determined by such Contracted Parties in their sole discretion.

- 2.2 Processor's acceptance of any quantities of Committed Gas which fail to conform to any of the applicable quality specifications provided in **ITEM 2.1** shall not constitute a waiver by Processor of the quality specifications with regard to future deliveries of Committed Gas.
- 2.3 In the event Shipper delivers Committed Gas which fails to meet the quality specifications described in **ITEM 2.1**: (a) Shipper shall be responsible for any and all Losses suffered by Processor to Processor's Pipeline System or the Plant, or the gas within Processor's Pipeline System or at the Plant arising from or relating to the delivery of the Committed Gas not meeting those quality specifications including, without limitation, corrosion or damage to Processor's Pipeline System or the Plant, the loss of line pack due to contamination, and loss of business while purging and re-packing Processor's Pipeline System or the Plant and (b) in the event gas which is committed to Processor's Pipeline System or the Plant is commingled with the Committed Gas from Shipper which fails to meet the quality specifications provided herein, Shipper shall also be responsible for any and all Losses suffered or incurred by Processor due to claims from any other shipper on Processor's Pipeline System or at the Plant who can demonstrate to Processor's reasonable satisfaction that such shipper's gas was rejected or rendered "non-conforming" due to it being commingled with the Committed Gas that did not meet the specifications described in **ITEM 2.1**.
- 2.4 If Processor notifies Shipper at any time that the Committed Gas tendered at any Delivery Point does not conform with the quality specifications described in **ITEM 2.1** (excluding the specifications for hydrogen sulfide), then Shipper may bring such Committed Gas into conformity with such specifications within a reasonable period of time (immediately in those situations in which Processor notifies Shipper that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects Processor's ability to deliver into downstream pipelines), including the right to blend or pare gas delivered at a particular non-conforming Delivery Point with gas from one or more conforming Delivery Points such that effect of such blending is that the commingled gas conforms with the quality specifications, so long as Shipper's actions do not adversely affect (i) Processor's ability to operate the Plant or any portion of Processor's Pipeline System or (ii) the integrity of the Plant or any portion of Processor's Pipeline System. If Shipper fails to do so promptly after its receipt of such notification, Processor may, at its option and without limitation, (i) continue to accept the Committed Gas as delivered by Shipper without charging Shipper any type of fee, cost or expense for such off-spec Committed Gas, (ii) refuse to accept delivery of such Committed Gas pending the correction of the deficiency by Shipper, or (iii) take any action reasonably necessary to conform the Committed Gas with the quality specifications provided in **ITEM 2.1**, the cost of which shall be charged to Shipper hereunder. Absent exigent circumstance, before Processor takes any action under the immediately preceding sentence to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall notify Shipper of such intended action and the estimated cost thereof. After receiving

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Shipper's notification, Shipper shall immediately inform Processor whether Shipper authorizes Processor to conform the Committed Gas to those quality specifications. If Shipper elects not to treat the Committed Gas itself or does not allow Processor to treat the Committed Gas, or if Processor elects not to treat or blend the Committed Gas to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall, upon the written request of Shipper, permanently release from this Contract all non-conforming Natural gas. Notwithstanding this **ITEM 2.4**, Processor shall have the ongoing right to immediately shut off any Committed Gas with written notice to Shipper if Processor reasonably determines that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects downstream facilities or markets.

ITEM THREE PIPELINE CONNECTION

- 3.1 It is understood and agreed that Processor and Shipper, in accordance with **ARTICLE 5.1**, have decided, or will at a subsequent point in time decide, upon the location of the Delivery Point for each Well committed hereunder. In the event multiple Wells are located on a common drill pad, the Parties will establish a single Delivery Point ("SDP") for such Wells. Processor shall provide a meter site for the SDP at a mutually agreeable location determined by the Parties. If Shipper prefers another location, then it will be responsible for any incremental cost for Processor to connect to that site. If both Parties agree that the pad size or number of Wells drilled on it render a single site infeasible, the Parties shall mutually agree on the location and number of additional sites and SDP's. Shipper shall make the necessary connections from the drill pad to the meter site. Further, in the event a Contract Party (as defined in **ITEM 4.1** below) establishes another drill pad at or within 330 feet of an existing drill pad (edge of pad to edge of pad), Shipper will connect all Wells from the subsequent drill pad to the SDP on the existing meter site. However, Processor understands and agrees that in the event Shipper, in its sole and reasonable opinion, determines that circumstances exist that make it unacceptable to connect Wells from different drilling pads to the same SDP, Processor shall be obligated to establish a new SDP at the existing meter site in accordance with the terms described herein.
- 3.2 The Parties shall use the following process for connecting Wells to Processor's Pipeline System:
- (a) Promptly after Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, Processor will determine the anticipated length of right-of-way required to connect the Well to Processor's Pipeline System (at the Well pad or at a SDP as herein provided). If Processor determines that connecting the Well to Processor's Pipeline System requires three (3) miles of right-of-way or less, Processor will promptly proceed with commercially reasonable efforts to construct such pipelines and connect the Well to Processor's Pipeline System at its sole cost and expense.

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- (b) If Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, and Processor determines that the anticipated length of right-of-way to connect the Well to Processor's Pipeline System as provided in **ITEM 3.2(a)** will require the construction of a pipeline with more than 3 miles of right-of-way, Processor will evaluate whether the construction of such pipeline (an "Expansion Line") is commercially reasonable for Processor to undertake, taking into consideration any information provided by Shipper and Processor's expected financial returns with respect to such pipeline. If Processor does not notify Shipper, within 3 business days of receiving Shipper's notice that said Well is ready to be drilled, that Processor requests a meeting with Shipper (the "Expansion Meeting"), Processor will proceed with commercially reasonable efforts to construct the Expansion Line and connect it to the Well at Processor's sole cost and expense. If Processor requests an Expansion Meeting within such 3 business day period, the representatives of Shipper and Processor will discuss in good faith alternative Well connection methods.
- (c) If the parties are unable to agree on any alternative arrangements pursuant to **ITEM 3.2(b)** above, then Processor shall promptly provide Shipper, upon Shipper's written request, with a written release from this Contract insofar as it covers such Well, the Contractually Dedicated Area Interests covering such Well, and the Natural gas produced therefrom or attributable thereto.
- 3.3 In the event Shipper requests that any established Delivery Point be moved, Processor shall relocate such Delivery Point at Shipper's expense. Prior to performing the work to relocate any such Delivery Point, Processor shall provide Shipper with a detailed cost estimate acceptable to Shipper for the work to be performed. Upon completion, Processor shall invoice Shipper for the actual costs, not to exceed 110% of Processor's cost estimate.

ITEM FOUR FIELD EQUIPMENT

- 4.1 Subject to the terms of this Contract, with respect to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall contractually require that one or more owners of the Contractually Dedicated Area Interests in the Well ("Contracted Parties") furnish, install and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install and maintain such post-production equipment at the well site of such Well (such as a separator or a treater) between the wellhead of such Well and the first pipe connection to Processor's Pipeline System as is reasonably necessary for the proper, safe and efficient operation of such Well, as reasonably determined by such Contracted Parties in their sole discretion, and to enable Shipper to make delivery, or cause delivery to be made, of Committed Gas to such pipe connection to the Delivery Points.
- (a) Promptly after receiving a written request from Processor, Shipper shall require the applicable Contracted Parties to install a high-low shut-in device on those Contracted Parties' applicable facilities covered by this Contract which will shut

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off deliveries of Committed Gas in the event those Contracted Parties' delivery pressure reaches or exceeds the Maximum Delivery Pressure, which may be reestablished by the Parties from time to time, or in the event Processor has, or the Contracted Parties have, a sudden drop in line pressure. Shipper shall contractually require all applicable Contracted Parties to annually test their respective high-low shut-in devices through which the Committed Gas flows.

- (b) Shipper shall furnish any information reasonably requested by Processor regarding any Contracted Parties' high-low shut-in equipment, or delivery lines through which the Committed Gas flows. Shipper shall contractually require Contracted Parties to maintain their respective production equipment at or in the vicinity of the Wells in good condition (ordinary wear and tear excepted) at all times in accordance with generally accepted prudent industry practices when producing Wells are connected to Processor's Pipeline System at any Delivery Point.
- (c) Upon reasonable notice to Shipper, Processor or Processor's Agent, at their respective sole risk and expense, shall have the right at all reasonable times to inspect and witness any test on any Contracted Parties' high-low pressure shut-in production equipment at or tied to any Well. In the event of an emergency or the failure of Shipper to regulate the deliveries of Committed Gas when reasonably requested by Processor, Processor or Processor's Agent shall have the right to require Shipper to require the applicable Contracted Parties to shut-off the flow of Committed Gas into Processor's Pipeline System until such emergency no longer exists or Processor begins such resumption of deliveries, as applicable, and Processor shall not be liable to Shipper for any damage that

may result to the Wells or the Contracted Parties' equipment. If reasonably possible under the circumstances, Processor will notify Shipper of any action that Processor or Processor's Agent intends to take pursuant to the immediately preceding sentence before any such action is taken by Processor or Processor's Agent. If it is not reasonably possible for Processor to notify Shipper before Processor or Processor's Agent takes any such action, then Processor shall notify Shipper of such action promptly after taking such action.

- 4.2 All Condensate and drip liquids attributable to the Committed Gas accumulating in the drips, separators and/or lines from the respective Wells upstream or downstream of a Delivery Point shall belong to and be owned by Shipper.
- 4.3 In the event the oxygen content of the Committed Gas tendered at any Delivery Point does not conform with the quality specifications set forth in **ITEM 2.1** above, Shipper shall, at the request of Processor, procure and install (or cause to be procured and installed), at Shipper's expense, an oxygen analyzer and control device on Shipper's facilities covered by this Contract that will shut off deliveries of Committed Gas in the event the oxygen content of the Committed Gas tendered at any Delivery Points does not conform with the quality specifications set forth in **ITEM 2.1**. Shipper shall annually

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test, or cause the owner of such facilities to annually test, such analyzer and control device to confirm its proper operation.

ITEM FIVE QUANTITY

- 5.1 Processor shall provide Gathering and Processing services to Shipper on a Firm Basis up to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date for Committed Gas. During the term hereof and as to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date, with regard to Committed Gas, Shipper shall have the highest priority of any shipper on Processor's Pipeline System and at the Plant and Shipper's capacity on Processor's Pipeline System and at the Plant shall not be prorated with respect to any other shipper unless required by applicable Law.
- 5.2 Subject to the other provisions of this Contract, Shipper shall deliver to Processor at the Delivery Points, and Processor shall receive from Shipper at the Delivery Points, all of the Committed Gas produced from the Dedicated Area attributable to the Contractually Dedicated Area Interests as well as the Committed Gas delivered by Shipper to Processor pursuant to **ARTICLE 2.6**. Upon receipt of the Committed Gas at the Delivery Points, Processor shall Gather and Process, as applicable, the Committed Gas and redeliver to Shipper at the Redelivery Points all of the Residue Gas, Condensate, and NGLs attributable to the Committed Gas. Processor shall operate the Plant as a prudent operator in accordance with generally accepted natural gas industry Processing practices with the objective to maximize the recovery of NGLs attributable to the Committed Gas consistent with the terms and conditions of this Contract except for those periods of time where Shipper has elected to reject ethane in accordance with **ARTICLE 3.5**.
- 5.3 During any period when the capacity of Processor's Pipeline System or at the Plant is constrained to Gather, transport, treat, and/or Process all of the gas connected thereto, the volumes of Committed Gas subject to **ARTICLE 3.3** shall not be reduced by Processor prior to the reduction of other shippers' gas volumes unless required by applicable Law. Processor's failure to take said constrained volumes of Committed Gas shall not be deemed a breach of Processor's obligations hereunder.
- 5.4 In the event Processor, in its sole discretion, agrees to allow Shipper to deliver the Committed Gas hereunder "full wellstream," then in addition to the provisions set forth above in **ITEM 5.1** and notwithstanding the provisions of **ITEM 4.2**, Shipper may also deliver to Processor at the Delivery Points all liquids and any produced saltwater (or any similar nuisance liquids) attributable to Shipper from such Wells. Processor shall receive and handle all volumes of liquids and saltwater (or any similar nuisance liquids) attributable to Shipper pursuant to the terms herein and then redeliver to Shipper equivalent volumes of liquids and saltwater (and any similar nuisance liquids) at a mutually agreeable facility. Shipper shall then dispose of the liquids and saltwater at its sole cost and risk.

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- 5.5 The Parties recognize that certain quantities of gas and/or electricity will be used to fuel or power compression and treating equipment and for operational purposes, and that gas may be lost, gained, and/or unaccounted for on Processor's Pipeline System or at the Plant. Shipper shall provide Processor with its pro rata volumetric share of such fuel and gas lost, gained, and/or unaccounted for in-kind relative to all sources of gas into Processor's Pipeline System and at the Plant and Shipper shall reimburse Processor with its pro rata volumetric share of electrical power costs relative to all sources of gas into Processor's Pipeline System or at the Plant.
- 5.6 If at any time Processor is unable or fails for any reason to receive any quantity of Committed Gas available by Shipper under this Contract (absent Shipper's failure to deliver the Committed Gas to Gatherer), the affected quantity of Committed Gas made available by Shipper and not taken by Processor shall be temporarily released from this Contract. Shipper may, at its sole option and in addition to any other rights and remedies Shipper may have hereunder, at law or in equity, deliver all or any portion of the Committed Gas temporarily released from this Contract to an alternative pipeline or purchaser. This temporary release shall cease and Shipper shall resume delivery of the affected Committed Gas to Processor when Processor has notified Shipper that the cause of Processor's inability or failure to receive has been completely alleviated and Processor is ready, willing, and able to begin receiving the Committed Gas again. Upon the earlier of Shipper's receipt of Processor's notice or at such time when Shipper is legally or contractually able to do so (but in no event greater than 90 Days), Shipper shall resume deliveries to Processor.
- 5.7 Provided that Processor is able to meet its obligations to Shipper under the terms of this Contract, this Contract shall not preclude Processor from providing Gathering and Processing services to Third Parties.

ITEM SIX MEASUREMENT

- 6.1 The unit of volume for the measurement of Committed Gas shall be one (1) Cubic Foot of gas. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Committed Gas delivered hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision).
- 6.2 Processor or Processor's Agent shall own, install, maintain and operate Processor's Metering Facility located on Processor's Pipeline System at each Delivery Point and Redelivery Point. At each such Processor's Metering Facility, Processor or Processor's Agent will own, install, maintain and operate orifice meters or other measuring devices that meet accepted standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision). Processor or Processor's Agent may also install Electronic Flow Meters (EFM), which if installed, will be designed, installed, and operated in accordance with generally accepted prudent

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natural gas industry standards. Each such Processor's Metering Facility shall be so equipped with orifice meters, recording gauge, or other types of pneumatic or electronic meters or measuring devices of standard make and design commonly utilized in the natural gas industry in order to accomplish the accurate measurement of gas flowing through such equipment. Processor shall maintain all such meters, devices, gauges, and equipment in good operating condition in accordance with generally accepted prudent natural gas industry standards. Shipper will have access to Processor's metering equipment and information received from such metering equipment at reasonable hours. To the extent Shipper is contractually obligated to a Contracted Party, such Contracted Party will have access to any equipment and information if that Contracted Party's Committed Gas flows through said equipment. If a meter station is set up with a chart recorder, the changing of charts shall be done by Processor or Processor's Agent and Processor shall provide Shipper with a copy thereof upon reasonable request. The maintaining, calibrating and adjusting of all meters and related measurement facilities shall be done by Processor or Processor's Agent in accordance with generally accepted prudent natural gas industry standards and practices. The measuring stations located at any Redelivery Point may be installed, maintained and operated by a Third Party in conformity with the requirements provided in this **ARTICLE 6.2** and the Parties agree that the volume, quality, Gross Heating Value, and specific gravity determined by such Third Party in accordance with this Contract shall be utilized in this Contract as if determined by Processor or Processor's Agent hereunder.

- 6.3 Shipper or any applicable Contracted Party may, at its option and expense, install a check meter or meters at any or all Delivery Points for the purpose of checking Processor's or Processor's Agent's metering equipment. Any such check meter shall be installed in such a way so as not to interfere with the operations of Processor's Pipeline System or the Plant. The operating, maintaining, calibrating and adjusting of such check meters and related measurement equipment shall be performed or caused to be performed by Shipper or such Contracted Party in accordance with generally accepted prudent natural gas industry standards and practices.
- 6.4 When chart measurement is used, the temperature of the Committed Gas shall be the arithmetical average of the hourly temperatures accurately recorded during each day by Processor or Processor's Agent. The temperature of the Committed Gas flowing through the meter shall be determined by the use of a temperature measuring device operated in accordance with generally accepted prudent natural gas industry standards and installed immediately downstream of the meter so that it will accurately record the temperature of the Committed Gas flowing through the meter. If a temperature measuring device is not available at any Delivery Point, the average temperature from other temperature measuring devices in the Processor's Pipeline System, which are in reasonably close vicinity to such Delivery Point will be used.
- 6.5 Processor or Processor's Agent shall, at each Delivery Point, Redelivery Point, or any other measurement point where such measured quantities are used in the allocation of system fuel and/or losses, calibrate the meters and instruments, in accordance with generally accepted prudent industry practices, and obtain a representative spot or

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composite sample on a frequency to be reasonably determined by Processor in accordance with generally accepted prudent natural gas industry practices, but not less often than twice each year or more frequently as required under applicable Law.

- 6.6 The computation from fractional analysis of samples of Committed Gas, as provided for in **ITEM 6.5**, will be used to determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas samples. The computations so determined will be used for quality tests and in calculating Committed Gas deliveries as described in **ITEM 6.7** below with the first day of the month during which the sample is taken.
- 6.7 The Gross Heating Value of the Committed Gas will be determined by Processor or Processor's Agent by taking samples, as provided for in **ITEM 6.5**, at Processor's Metering Facilities. Processor will obtain a representative spot or composite sample of Committed Gas delivered at each Delivery Point or Redelivery Point. Processor will determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas to conform to Gas Processors Association Standards GPA 2166, GPA 2261, and GPA 2172, and any supplements and revisions thereto. For all purposes hereunder, including, pricing and payment, the Gross Heating Value of and the number of Btus contained in the Committed Gas shall mean, and be measured in terms of, the gross number of Btus that would be contained in the volume of such Committed Gas when saturated with water at the pressure and temperature as defined in the Cubic Foot of gas herein. The Btus contained in hydrogen sulfide or other non-hydrocarbon components shall be excluded in any calculation of the number of Btus contained in the Committed Gas under this Contract.
- 6.8 Each Party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjustment performed in connection with the other Party's measuring equipment. The records involving measuring equipment shall remain the property of their owner, but upon request each Party agrees to submit to the other its records and charts, together with calculations made therefrom subject to return within fifteen (15) days after receipt thereof by the Party owning them. EFM data and charts shall be kept on file for a period of at least two (2) years.
- 6.9 Samples shall be taken, as provided for in **ITEM 6.5**, by Processor or Processor's Agent to determine compliance with the gas quality specifications in **ITEM 2.1**. Each Party as well as any applicable Contracted Party (to the extent such Contracted Party has such right) shall have the right to be present at the time such samples are taken. Processor or Processor's Agent shall give Shipper no less than five (5) days prior notice of such tests.
- 6.10 As provided for in **ITEM 6.5**, each Party (at its sole expense) shall calibrate the meter and instruments installed by it or cause the same to be calibrated, all in accordance with generally accepted prudent natural gas industry standards and practices. Each Party shall give the other Party no less than five (5) days prior notice of such tests so that the latter may, at its election, be present in person or by its representative to observe adjustments

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(if any) which are made. For the purpose of measurement and meter calibration, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

- 6.11 Each Party shall have the right at any time and from time to time to challenge the accuracy of any measurement equipment used by the other Party in connection with this Contract. If the percentage of inaccuracy upon any test of the measurement equipment is greater than two percent (2%) of the corrected quantity, the registration thereof and any payment based upon such registration shall be corrected at the rate of such inaccuracy for any period of inaccuracy which is reasonably determinable or agreed upon. If the period is not reasonably determinable or agreed to, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, not to exceed ninety (90) days. Following any test, any measurement equipment found to be inaccurate shall be adjusted or repaired to measure accurately, or replaced if such adjustment is not successful. If for any reason any meter is out of service or out of repair so that the quantity of Committed Gas delivered through such meter cannot be accurately ascertained or computed from the readings thereof, the quantity of Committed Gas so delivered during such period shall be estimated and agreed upon by the Parties upon the basis of the best available data, using the first of the following methods which, under the circumstances, is most feasible:
- (a) by using the registration of any check measuring equipment of Shipper or the applicable Contracted Party, if installed and registering accurately;
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
 - (c) by estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the equipment was registering accurately.

ITEM SEVEN

SETTLEMENT SUPPORT AND PAYMENT

- 7.1.1 As soon as is reasonably practicable, but no later than the fifth (5th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper with any and all applicable Plant NGL pipeline tickets, Plant monthly production report summaries (showing production inventory activity, etc.), and local Plant NGL deliveries by component, where applicable.
- 7.1.2 As soon as is reasonably practicable, but no later than the twelfth (12th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper an electronic file containing each Well's Delivery Point volumes in Mcf (including Btu factors for saturated), GPMs and Mol percentages by component, and any other data necessary for the settlement statement allocations as described in **ARTICLE 3**.
- 7.1.3 Upon the receipt by Processor of any plant settlement statement(s) from Processor (with regard to a gas processing plant other than the Plant), an affiliate of Processor or Processor's Agent concerning the Committed Gas that is Gathered and/or Processed by

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such Third Party on behalf of Processor hereunder, Processor shall immediately forward and provide Shipper copies of such support, where applicable.

- 7.1.4 As soon as is reasonably practicable, but no later than the twenty-sixth (26th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper a statement for the preceding month accurately and completely depicting the Gathered Volume, the Processed Volume and all information necessary for the calculation thereof; the quantities of Committed Gas (in Mcf and MMBtu) received; any amounts due pursuant to **ARTICLE 3.3** and all information necessary for the calculation thereof (provided, however, that any payment and related information pertaining to **ARTICLE 3.3** shall be due the month following the applicable calendar quarter in which the calculation was made taking into consideration any period of time for make-up volumes of Committed Gas); any applicable fees, the taxes contemplated in **ITEM 9.3**, and/or payments; electronic files supporting the settlement statement allocations as described in **ARTICLE 3** containing a summary and detail by Delivery Point of the various allocations for NGLs, Condensate, Residue Gas, fuel, and any other allocated volumes for both the Plant and for gas (including Lean Gas) offloaded to Third Party plants and pipeline systems; amount of Condensate, NGLs, Lean Gas, and Residue Gas produced and redelivered incident to this Contract; and the total amount due Processor for such production Month. Shipper shall pay Processor the amount on said statement on or before the last Day of the Month following the applicable production Month. If a Party fails to pay any undisputed amount due hereunder on or before such payment become delinquent, then interest shall accrue at a per annum rate of interest equal to the lower of: (i) the maximum lawful rate or (ii) the then effective London Inter/Bank Offering Rate (LIBOR) rate plus six (6) percent.
- 7.2 As between Shipper and Processor, Shipper shall make proper settlement and accounting to the applicable Contracted Party or all the owners of interest in the proceeds from the sale of Committed Gas, including royalty, overriding royalty and production payment interest owners, to which Shipper is contractually or otherwise legally obligated to make.
- 7.3 In the event an error is discovered by either Processor or Shipper in any statement, invoice, or payment, such error shall be adjusted within thirty (30) days of the determination thereof; provided that a written claim therefore shall have been received and made within twenty-four (24) months from the date of such statement or payment in error.
- 7.4 Processor and Shipper shall each have the right to examine at all reasonable times and locations the books, records, ledgers, and charts of the other to the extent necessary to verify or audit the accuracy of any payment, statement, invoice, bill, chart, or computation made under or pursuant to this Contract but only for such purposes.
- 7.5 Processor and Shipper shall preserve for a period of at least two (2) years all test data, meter records, charts and other similar records generated or made under this Contract.

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ITEM EIGHT FORCE MAJEURE

- 8.1 In the event either Party is unable wholly or in part by "Force Majeure" as defined in **ITEM 8.2**, to carry out its obligations under this Contract, other than payment of sums of money, it is agreed that on such Party giving notice and full particulars of such Force Majeure by telephone (as soon as reasonably possible) and confirmed in writing to the other Party after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, from its inception, shall be suspended during the continuance of any inability so caused, but for no longer period. Said cause shall be, as far as reasonably possible, remedied with all reasonable dispatch. Upon the closure, completion, or extinguishment of a Force Majeure event declared hereunder, the Party claiming Force Majeure shall immediately provide the other Party with written notice of said closure, completion, or extinguishment.
- 8.2 The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts, or other material industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, either federal, state or tribal, inability of any Party to obtain necessary materials, supplies, or permits due to existing or future Laws, interruption or curtailment of firm transportation or firm storage by Third Parties, interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, the necessity for making repairs or alterations or the performance of tests to machinery or lines of pipe, freezing of lines of pipe, partial or entire failure of Wells, irrespective of whether such Wells or machinery or lines of pipe are operated by either of the Parties, and any other causes whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. The term Force Majeure shall also include the inability to acquire, or the delays in acquiring, necessary permits, right-of-way, easements or licenses required to enable a Party to fulfill its obligation hereunder if such Party exercised its commercially reasonable and diligent efforts to acquire same.
- 8.3 The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above-requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

ITEM NINE TAXES

- 9.1 Shipper shall pay, or cause to be paid, all taxes and assessments levied and imposed under applicable Law upon the Committed Gas except as otherwise specifically provided in this **ITEM NINE**. Subject to **ITEM 9.3** below, neither Party shall be responsible nor

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liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of this Contract.

- 9.2 Shipper shall make, or cause to be made, all reports required by applicable Law with respect to gross production or severance taxes applicable to the Committed Gas, unless Processor has such obligation under applicable Law.
- 9.3 (a) Notwithstanding anything contained in this Contract, if any regulatory body having proper jurisdiction over the Processor's Pipeline System or the Plant imposes any new Laws ("Regulatory Change(s)") which requires Processor to pay any fee, tax, assessment, charge, or other cost on the carbon, greenhouse gases, or Btu content of the Committed Gas or Residue Gas or NGLs associated therewith (collectively, "Carbon Fee") and such Regulatory Changes do not require any modification or alteration to either the Plant or Processor's Pipeline System, then Processor shall have the right to recover from Shipper the actual Carbon Fee attributable to the Committed Gas and Residue Gas and NGLs associated therewith resulting from such Regulatory Changes. Processor may invoice Shipper monthly for the Carbon Fee that Processor reasonably believes that it will incur associated with the Regulatory Changes. If Processor invoices Shipper for such costs, Shipper shall pay Processor the amount invoiced within thirty (30) days from receipt thereof. Processor shall adjust the estimated costs of the Carbon Fee to the actual costs of the Carbon Fee when such actual costs are available and shall adjust its invoicing (or netted amounts as the case may be) to Shipper to reflect the actual costs of the Carbon Fee incurred by Processor. The difference between the estimated costs invoiced by Processor and the actual costs associated with the Regulatory Changes will bear interest at the rate described in **ITEM 11.6(j)** herein and will accrue interest from the dates billed or withheld and such difference and accrued interest will be payable to the party to whom it is owed within ten (10) business days following receipt of an invoice for such amounts from such Party.
- (b) In the event Processor is required by applicable Law to pay any Carbon Fee as a result of any Regulatory Changes and if any of those Regulatory Changes require a modification, change, or alteration of the Plant or Processor's Pipeline System in order to comply therewith, then Processor and Shipper shall amend this Contract to permit Processor to recover the actual costs incurred by Processor to comply with those Regulatory Changes insofar as attributable to the Committed Gas (and Residue Gas and NGLs associated therewith). The Parties shall negotiate in good faith to agree upon such amendment to this Contract that will permit recovery by Processor for all such costs. In the event the Parties cannot agree upon such an amendment incorporating the foregoing within sixty (60) days from the date Processor becomes obligated to make payment, then all disputed issues associated with the proposed amendment shall be subject to resolution in accordance with the provisions of **ITEM 11** herein. Upon reaching a resolution, whether by mutual agreement or **ITEM 11**, such resolution will retroactively apply to the Contract as of the date those Regulatory

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Changes became effective without the necessity of a formal written amendment to this Contract.

ITEM TEN MISCELLANEOUS

- 10.1 **LIMITATION OF LIABILITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2** HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS CONTRACT OR THE BREACH THEREOF UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES EACH OTHER AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), FAULT, OR LIABILITY WITHOUT FAULT.
- 10.2 **RIGHT OF WAY:** Processor shall be solely responsible for all costs and expense regarding the acquisition of land rights, easements, rights-of-way necessary to perform its obligations hereunder. If Processor has used commercially reasonable efforts (which shall not be deemed to include exercising powers of eminent domain) to acquire but failed to secure said land rights and Shipper is able to do so, then to the extent it may contractually or lawfully do so under any of the Contractually Dedicated Area Interest without impairing its own similar rights, Shipper will grant to Processor the right of ingress and egress, and the right to lay and maintain pipeline and communication lines and to install any other necessary equipment on and across the lands covered by each Contractually Dedicated Area Interest subject to this Contract when such pipeline, communication line, and other equipment is necessary in the performance of this Contract. Processor shall notify Shipper (who will promptly notify the applicable Contracted Party) before laying or installing any pipeline, line or equipment to enable the Parties to determine the extent of Processor's rights, if any, to perform such activity or operation. Processor shall comply with all applicable terms and provisions of the instruments creating or granting the Contractually Dedicated Area Interest, and applicable Law insofar as pertaining to the rights granted to and exercised by Processor in this **ITEM 10.2**. All lines and other equipment placed by Processor on said lands shall remain the personal property or fixtures, as classified by applicable Law, of Processor, and, subject to the terms of this Contract, the instruments creating or granting the Contractually Dedicated Area Interest and applicable Law, may be removed by Processor at any time with at least five (5) days prior written notice to Shipper (who will promptly notify the applicable Contracted Party).
- 10.3 **TITLE, POSSESSION, AND INDEMNITY:** As between the Parties, Shipper shall be in control and in possession of the Committed Gas delivered hereunder and responsible

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for any damages or injuries caused thereby until the same shall have been delivered to Processor at the Delivery Points and received from Processor at the Redelivery Points, except injuries and damages which shall be occasioned by the negligence or willful misconduct of Processor. After receipt of the Committed Gas at the Delivery Points and until redelivery of same to Shipper at the Redelivery Points, Processor shall be deemed to be in exclusive control and possession thereof and responsible for any damages or injuries caused thereby, except injuries and damages (i) which shall be occasioned by the negligence or willful misconduct of Shipper or (ii) as described in **ITEM 2.3**. Title to the Committed Gas and its associated Residue Gas, Condensate and NGLs shall remain with Shipper. In the event of any dispute, question, or litigation at any time regarding Shipper's right to Gather, Process, or market any of the Committed Gas hereunder, Processor shall be entitled to suspend its performance hereunder until such dispute, defect, or question is corrected or removed to Processor's reasonable satisfaction or Shipper furnishes Processor with a corporate undertaking designed to hold Processor harmless.

- 10.4 **WAIVER OF BREACH:** The waiver by either Party of any of its rights or any breach of the provisions of this Contract shall not constitute a continuing waiver of those rights or other breaches of the same or other provisions of this Contract.
- 10.5 **REGULATORY BODIES:** This Contract and all operations hereunder are subject to all applicable Laws; provided, however, nothing contained herein shall be construed as a waiver of any right of any Party to question or contest any such Law.

- 10.6 **INTRASTATE:** Shipper represents and warrants that the Committed Gas hereunder is deregulated pursuant to the Natural Gas Wellhead Decontrol Act of 1989. Each Party represents and warrants to the other that the Committed Gas delivered hereunder will not have been and will not be sold or resold, transported, commingled, used or consumed in interstate commerce in such a manner that would subject the Committed Gas, this Contract, either Party, their designees, or the facilities of either Party or their designees to the jurisdiction or regulation under the Natural Gas Act of 1938, as amended. If either Party breaches or threatens to breach this representation and warranty, the other Party shall have the right to terminate this Contract immediately in addition to any other rights and remedies it may have under the provisions hereof or at law or in equity.
- 10.7 **CHOICE OF LAW AND INTERPRETATION:** This Contract shall be governed by and interpreted in accordance with the Laws of the State of Texas without regard to the conflicts of law. The captions or headings preceding the various parts of this Contract are inserted and included solely for conveniences and shall never be considered or given any effect in construing this Contract or any part of this Contract, or in connection with the intent, duties, obligation, or liabilities of the Parties. This Contract was prepared by the Parties and not by any Party to the exclusion of one or the other.
- 10.8 **ASSIGNMENT:** This Contract and the rights and obligations under it may be assigned and delegated by a Party only with the prior written consent of the other Party where such consent shall not be unreasonably withheld. All covenants, stipulations, terms,

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conditions, and provisions of this Contract shall extend to, inure to the benefit of and be binding upon the respective successors, assigns, and representatives in bankruptcy of the Parties. Any complete or partial assignment of by Shipper of any of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under this Contract. No conveyance or transfer of any Contractually Dedicated Area Interests by Shipper or the transfer by any owners of any royalty, overriding royalty or production payments shall be binding upon Processor until Processor has been furnished notice thereof, including such conveyance or transfer, and letter in lieu or transfer order signed by the grantor or assignor, or an acceptable division order signed by the grantor or assignor, all to the reasonable satisfaction of Processor.

- 10.9 **FINALITY OF PAYMENT:** Notwithstanding any other provision of this Contract, any statement and payment thereunder shall be deemed final as to both Processor and Shipper unless the information contained on the statement is questioned in writing within two (2) years after payment thereof has been received.
- 10.10 **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties, and there is no other agreement between the Parties, either oral or written, concerning the Dedicated Area. This Contract supersedes and replaces, in entirety, any and all prior agreements, if any, between the Parties or their predecessors in interest for the transportation, Gathering, compression, handling and/or Processing of the Committed Gas from or attributable to the Contractually Dedicated Area Interests.
- 10.11 **COUNTERPART EXECUTION:** This Contract may be signed in counterparts and shall be fully effective regardless of whether both the Parties signed the same counterpart, provided that each Party signs at least one (1) or more such counterparts.
- 10.12 **AMENDMENT:** Any amendment to this Contract shall not be valid unless it is agreed to in writing and signed by a duly authorized officer or agent of each Party.
- 10.13 **CONFIDENTIALITY:** Each Party agrees that it will maintain the terms and provisions of this Contract ("Confidential Information") in strictest confidence and that it will not cause or permit disclosure of those terms to any Third Party without the express written consent of the other Party. Disclosures otherwise prohibited by this **ITEM 10.13** may be made by either Party to the extent: (1) necessary for a Party to enforce its rights hereunder against the other Party, (2) a Party is contractually or legally bound to disclose Confidential Information hereunder to a Third Party, (3) a Party is required to disclose all or part hereof by applicable Law, including by a court, agency, or other governmental body exercising jurisdiction over the subject matter hereof, by order, by regulation or by other compulsory process (including, but not limited to, deposition, subpoena, interrogatory, or request for production of documents), (4) necessary to effectuate the transportation of the Committed Gas, Residue Gas or NGLs, (5) any prospective purchaser of either Party and/or the assets and facilities utilized by either Party in performing their respective obligations hereunder, or (6) its affiliates and the directors, officers, employees, partners, members, managers, owners, attorneys, agents, lenders,

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advisors, consultants and contractors of such Party and its affiliates who have a "need to know" ("Representative"). Notwithstanding the foregoing, a Party disclosing Confidential Information hereunder to Third Parties or Representatives pursuant to any one of the aforementioned exceptions shall instruct such Third Parties and Representatives of its confidential nature and of the obligation to keep the Confidential Information secret and confidential. Such Party disclosing Confidential Information to Third Parties or Representatives shall be liable to the other Party for any breach by such Third Parties and Representatives of these confidentiality obligations.

- 10.14 **INDEMNITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2.3**, PROCESSOR SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD SHIPPER HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY SHIPPER RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF PROCESSOR, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER'S RESIDUE GAS AND NGLS WHILE THE SAME IS IN THE CUSTODY AND/OR CONTROL OF PROCESSOR, AND (III) PROCESSOR'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF SHIPPER'S FACILITIES DURING THE TERM HEREOF. SHIPPER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD PROCESSOR HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PROCESSOR RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF SHIPPER, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER'S RESIDUE GAS AND NGLS WHILE THE SAME IS IN CUSTODY AND/OR CONTROL OF SHIPPER, (III) SHIPPER'S FAILURE TO MEET THE GAS QUALITY SPECIFICATIONS IN **ITEM 2**, AND (IV) SHIPPER'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF PROCESSOR'S FACILITIES DURING THE TERM HEREOF. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY, PROTECT, DEFEND, OR HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST LOSSES TO THE EXTENT SUCH LOSSES RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.
- 10.15 **PAYMENTS:** As between Shipper and Processor, Shipper shall have the sole and exclusive obligation and liability for the payment of all persons due any proceeds derived from the Committed Gas, Residue Gas, Condensate, and NGLs (including all constituents and products thereof) delivered under this Contract. In no event shall Processor have any obligation to those persons due any of those proceeds of production attributable to any such gas (including all constituents and products thereof) delivered under this Contract. **Shipper shall indemnify, defend, and save Processor harmless from all Losses arising from and out of claims of any or all Third Parties with respect to those payments described in this ITEM 10.15.**

ITEM ELEVEN DISPUTE RESOLUTION PROCEDURES

- 11.1 **Negotiation** — In the event that any dispute arises related to this Contract including any alleged non-performance or breach of any provision of this Contract by a Party, or any disagreement concerning the meaning of any provision of this Contract or any disagreement concerning any action taken or failed to be taken under this Contract (a "Dispute"), the Parties shall first seek to resolve any Disputes by negotiation between managers of each who have authority to settle the controversy.

- 11.2 **Notification.** When a Party believes there is a Dispute relating to the Contract, the Party will give the other Party notice of the Dispute providing sufficient detail for the recipient to understand the provider's position and the legal and contractual basis for it.
- 11.3 **Meeting Among Managers.** The managers shall meet at a mutually acceptable time and place within thirty (30) days after the receipt of the notice to exchange relevant information and to attempt to resolve the Dispute. The managers may involve a third-party mediator, if they so choose. If a manager intends to be accompanied at a meeting by legal counsel, the other Party's manager shall be given at least three (3) business days' notice of such intention and may also be accompanied by legal counsel.
- 11.4 **Confidentiality.** All negotiations concerning the Dispute shall be confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.
- 11.5 **Tolling.** A Party's receipt of any notice of the Dispute shall immediately toll the running of all statutes of limitation relating to the matters in Dispute, which statutes shall remain suspended for forty-five (45) days from and after the recipient's receipt of that notice.
- 11.6 **Arbitration.** If a Dispute has not been resolved within the period described in **ITEM 11.5**, then either Party may provide the other Party with notice to initiate arbitration proceedings, which proceedings shall be conducted as provided in this **ITEM 11.6**.
- (a) **Scope/Final and Binding** — Any Dispute (including any controversy or claim) of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to this Contract, the relationship of the Parties, the obligations of the Parties or the operations carried out under this Contract, including any Dispute as to the existence, validity, construction, interpretation, negotiations, performance, non-performance, breach, termination, or enforceability of this Contract including the applicability and enforceability of this **ITEM 11**, shall be settled through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes between the Parties relating to the Contract. Initiation of arbitration shall toll the running of all statutes of limitation relating to the matters in Dispute.
- (b) **Institutional Arbitration** — The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as in effect on the date of commencement of the arbitration proceeding, except as modified herein.
- (c) **Number of Arbitrators** — If the amount in Dispute involves less than \$2 million, exclusive of interest and costs, then the arbitration shall be conducted and finally settled by a sole arbitrator. If the amount in Dispute, exclusive of interest and costs, is \$2 million or more, if the amount in Dispute is unknown, or if relief other

than damages is sought, then the arbitration shall be conducted and finally settled by the majority vote of three (3) arbitrators.

- (d) **Method of Selecting Arbitrators** — If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the Parties. If the Parties fail to agree on the arbitrator within thirty (30) days after the initiation of the arbitration, then the AAA shall appoint the arbitrator. If the arbitration is to be conducted by three (3) arbitrators, each Party shall within fifteen (15) days after initiation of the arbitration select one (1) arbitrator, and these two (2) arbitrators shall select a third (3rd) presiding arbitrator. If the two (2) Party-appointed arbitrators fail to agree on the third (3rd) arbitrator within fifteen (15) days after the appointment of the later of the two, then the third (3rd) arbitrator shall be appointed by the AAA.
- (e) **Place of Arbitration** — Unless otherwise agreed by the Parties, the situs of the arbitration under this Contract shall be Oklahoma City, Oklahoma.
- (f) **Qualifications and Conduct of the Arbitrators** — All arbitrators, no matter how selected, shall be and remain at all times wholly independent, unbiased and impartial and shall provide the Parties with a statement that they shall decide the case impartially.
- (g) **Interim Measures** — The arbitrators, or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators are unable to be involved in a timely fashion, may grant interim measures including injunctions, attachments and conservation orders in appropriate circumstances, which measures the Parties agree may be immediately enforced by the arbitrators or by a court of competent jurisdiction. Notwithstanding the requirement for negotiation, prior to the constitution of the arbitration tribunal and thereafter as necessary to enforce the arbitrators' rulings or in the absence of the jurisdiction of the arbitrators to rule on interim measures in a given jurisdiction, any Party may apply to a court of competent jurisdiction for interim measure, and the Parties agree that seeking and obtaining such measures shall not waive the right to arbitration. Furthermore, notwithstanding the above provisions regarding negotiation, if either Party deems that time is of the essence in resolving the dispute, it may initiate arbitration and seek interim measures, as provided herein, and then comply with the requirements for negotiations as long as they are fully completed before the commencement of the final hearing on the merits in the arbitration proceeding.
- (h) **Waiver of Appeals** — To the extent permitted by applicable Law, any right to appeal from or to cause a review of any arbitral award by any court is hereby waived by the Parties.
- (i) **Costs and Attorneys' Fees** — The arbitral tribunal is authorized to award costs and attorneys' fees or allocate them between the Parties, and the costs of the

arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.

- (j) **Interest** — Any award may include interest from the date of any breach or violation of this Contract, as determined by the arbitral award, and from the date of the award until paid in full. Interest shall be awarded at the rate stated in **ITEM 7.1**.
- (k) **Punitive Damages** — Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded in connection with any Dispute.

EXHIBIT "A"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: MARCH 1, 2014**

PLAT OF DEDICATED AREA

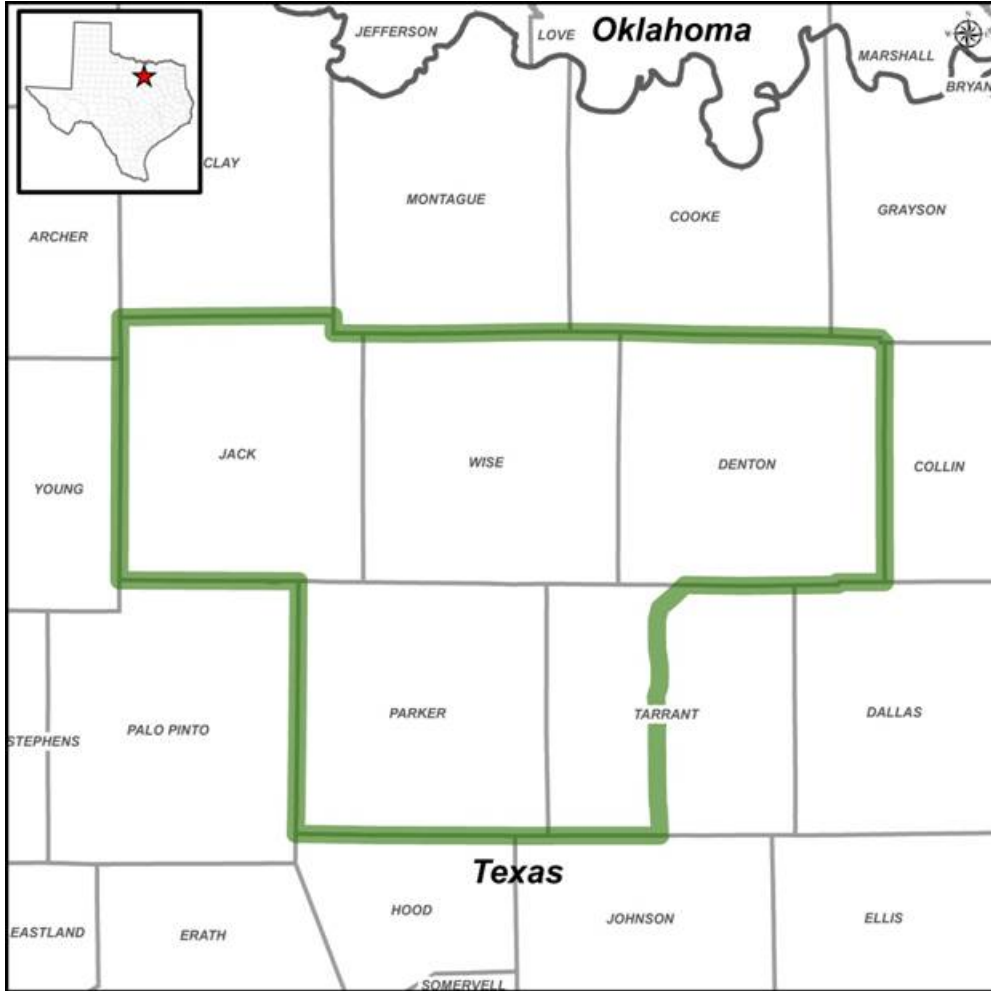


EXHIBIT "B"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: MARCH 1, 2014**

REDELIVERY POINTS — COMMITTED GAS*

RPT ID	FLOW LINE	STATION	OPERATOR	STATION NAME	CTY NAME
BGS-Rich	BGS Plt to Header	735-1045-2	H.P. SOUTH RES #1 U-SON	DGSLP - BGS	WISE
BGS-Rich	BGS Plt to Header	735-1055-2	H.P. SOUTH RES #3 U-SON	DGSLP - BGS	WISE
BGS-Rich	BGS Plt to Header	735-1065-2	H.P. SOUTH RES #2 U-SON	DGSLP - BGS	WISE
BGS-Rich	BGS Plt to Header	735-1095-2	H.P. SOUTH RES #4 U-SON	DGSLP - BGS	WISE
BGS-Rich	Veale	1353321	ENBRIDGE	DGS TO ENB @ BONEYARD	WISE

BGS-Rich	Plant	65027	TARGA	BPT PLT TO TARGA FUEL SAL	WISE
BGS-Rich	Fuel Line-E'prise	65055	FOUNTAIN QUAIL WATER MGMT	FUEL SALE - (E'PRISE/VEALE LN)	WISE
BGS-Rich	Veale	72-10-132	CROSS TEX ENERGY SERV.LTD	VEALE SYS DELIVERY	PARKER
BGS-Rich	Plant	735-6501-2	BRAZOS ELEC POWER CO-OP	DGSLP PLT TO BEPC-USON	WISE
BGS-Rich	Plant	901850-1	NATURAL GAS PPL CO OF AM	BPT PLT RESIDUE #1 TO KN	WISE
BGS-Rich	Plant	901850-2	NATURAL GAS PPL CO OF AM	BPT PLT RESIDUE #2 TO KN	WISE
BGS-Rich	Allison/GR	952287	TARGA	TARGA TRANS REDEL	WISE
BGS-Rich	B-119	953035	TARGA	TARGA DEL-BRANCH SYSTEM	WISE
BGS-Rich	A-Lateral	956179	TARGA	TARGA DEL @ HODGES SITE	WISE
BGS-Lean	BGS-Lean	60-4000-00	ATMOS ENERGY	LEAN SYS TO ATMOS@ JUSTIN	DENTON
BGS-Lean	BGS-Lean	70-0012-24	CROSS TEX ENERGY SERV.LTD	DGS TO C'TEX @ JUSTIN	DENTON
BGS-Lean	BGS-Lean	74-40-070	CROSS TEX ENERGY SERV.LTD	BLS TO CROSSTEX-JARVIS 8"	DENTON

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BGS-Lean		6671	DGSLP-LEAN SYS	E RHOME TO BGS 24" U-SON	WISE
BGS-Lean		6675	DGSLP-LEAN SYS	ROSS CPR TO P'VILLE-USON	WISE
BGS-Lean		TBD	DGSLP-LEAN SYS	COWTOWN PIPELINE PARTNERS LP	TARRANT
BGS-PONDER-LEAN	Ponder Sys	633-006-01	ENTERPRISE	PONDER/BILTMORE HP-E'PRISE	DENTON
BGS-PONDER-LEAN	Ponder Sys	75-10-215	CROSS TEX ENERGY SERV.LTD	PONDER/BILTMORE LP - C'TEX	DENTON
BGS-PONDER-LEAN	Ponder Sys	75-10-222	CROSS TEX ENERGY SERV.LTD	PONDER/BILTMORE HP - C'TEX	DENTON
3RD Pty Pipelines w/DGS Lines		2401628	BARNETT GATHERING, LP	DGS TO BARN GATH @ HALL	TARRANT
3RD Pty Pipelines w/DGS Lines		72-10-225	CROSS TEX ENERGY SERV.LTD	DGS TO CTEX-DANIELS WELLS	PARKER

*As well as any other Redelivery Points for Residue Gas not listed above that may exist as of the Effective Date.
-And other mutually agreeable Redelivery Points, including Gas lift Redelivery Points, as may be established from time to time.

REDELIVERY POINTS — NGLS AND CONDENSATE*

NGLs at Bridgeport Plant

- Oneok — Arbuttle Pipeline
- Oneok - Sterling III Pipeline
- Chevron — West Texas Pipeline
- Rail sales
- Truck sales

Condensate at Bridgeport Plant

- Enterprise Pipeline
- Load Trucks

Pentanes+ at Bridgeport Plant

- Enterprise Pipeline

*As well as any other Redelivery Points for NGLs and Condensate not listed above that may exist as of the Effective Date.
-And other mutually agreeable Redelivery Points that may be established from time to time.

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EXHIBIT "C"
TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"

SHORT FORM MEMORANDUM

MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT

THIS MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT (this "Memorandum") is entered into this 7th day of March, 2014 but effective as of the 1st Day of March, 2014 ("Effective Date") by and between **DEVON GAS SERVICES, L.P.** ("Shipper"), with an address of 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102-5015, and **ENLINK MIDSTREAM SERVICES, LLC**, with an address of 2501 Cedar Springs Road, Suite 100, Dallas, TX 75201 ("Processor"). Shipper and Processor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Shipper and Processor entered into that certain Gas Gathering and Processing Contract dated March 7, 2014 (the "Contract") but made effective as of the Effective Date, pursuant to which Processor will provide certain gas Gathering and Processing services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Contract; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of various counties located in the State of Texas, to give notice of the existence of the Contract and certain provisions contained therein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Notice.** Notice is hereby given of the existence of the Contract and all of its terms, covenants and conditions to the same extent as if the Contract was fully set forth herein. Certain provisions of the Contract are summarized in Sections 2 through 5 below.
2. **Term.** The Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter or as otherwise provided for in the Contract until terminated by either Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate the Contract

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at least 180 Days prior to the end of the Initial Term or any subsequent extension term or (ii) as otherwise provided for in the Contract.

3. **Dedication.** Subject to the exceptions, exclusions, and reservations set forth in the Contract and the other terms and conditions of the Contract, Shipper has exclusively dedicated and committed for Gathering and Processing, and has agreed to deliver, or cause to be delivered, to Processor all of the Committed Gas attributable to its Contractually Dedicated Area Interests located within the area described in Schedule 1 attached hereto and incorporated herein (the "Dedicated Area").
4. **Covenant Running with the Contractually Dedicated Area Interests.** So long as the Contract is in effect, the dedication in the Contract shall be a covenant running with the Contractually Dedicated Area Interests and, subject to the exceptions and reservations set forth in the Contract, any complete or partial assignment of by Shipper of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under the Contract.
5. **No Amendment to Contract.** This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Contract in any way.

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IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the day first above written.

ENLINK MIDSTREAM SERVICES, LLC

By: _____
Darryl G. Smette
Executive Vice President

DEVON GAS SERVICES, L.P.

By: _____
Susan E. Alberti
Senior Vice President

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ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on 7th day of March, 2014 by Darryl G. Smette, Executive Vice President of ENLINK MIDSTREAM SERVICES, LLC, a Texas limited liability company, on behalf of such entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

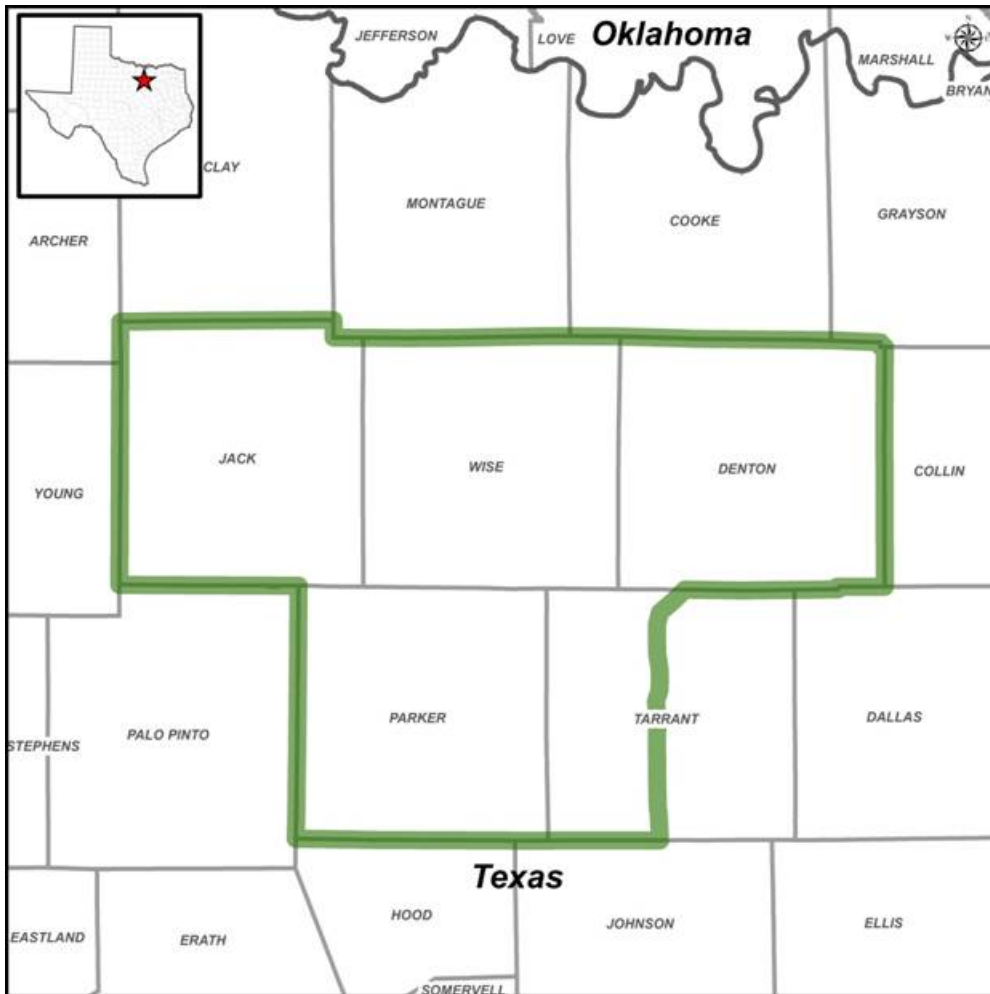
This instrument was acknowledged before me on the 7th day of March, 2014, by Susan E. Alberti, Senior Vice President of DEVON GAS SERVICES, L.P., a Texas limited partnership, on behalf of said entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

**Schedule 1 to
Memorandum of Gas Gathering And Processing Contract**

DEDICATED AREA



With respect to Tarrant County, Texas, the Dedicated Area shall only apply to those Contractually Dedicated Area Interests that are located entirely west of Interstate 35W in such county.

**BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: MARCH 1, 2014**

Pursuant to **ARTICLE 3.6** of the Contract, at any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas which Shipper will utilize for its gas lift system and/or other equipment or systems ("System") to facilitate production from such Wells. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions as set forth below:

I.

From time to time during the term hereof, the services contemplated herein and provided by Processor to Shipper shall only be eligible for those existing and/or future Wells owned or controlled by Shipper which are located within the Dedicated Area.

II.

Processor shall design and install regulating and measurement equipment (hereinafter referred to as the "Facilities" and as further described in this Article II) required in establishing a point at which gas can be delivered from Processor's Pipeline System to Shipper for use in the operation of a System at each Well ("Lease Delivery Point"). Each Lease Delivery Point shall be located at the Delivery Point for each Well on Processor's Pipeline System. Such Facilities shall consist of appropriately sized metering facilities (meter run, EFM and communications equipment) and auxiliary facilities. Shipper shall reimburse Processor a one-time charge of \$*** for each of the new Facilities, to be paid by Shipper to Processor within thirty (30) days of receipt of invoice. Processor will own, operate and maintain, or cause to be operated and maintained, the Facilities and Shipper shall pay to Processor a monthly fee \$*** for each Lease Delivery Point provided by Processor under this Agreement.

Notwithstanding the foregoing, Shipper hereby authorizes Processor to establish a temporary point at which gas can be delivered from Processor's Pipeline System to Shipper for use on a short-term basis in operation of a System at each Well. Processor may design and install portable regulating and measurement equipment (hereinafter referred to as the "Portable Facilities") at said temporary point. Prior to the installation of Portable Facilities, Shipper shall notify a representative of Processor at least three (3) days prior to such installation. Notice shall be made in any manner provided in the Contract as well as through telephonic or email communication. Each temporary Lease Delivery Point shall be located at the Delivery Point for each Well on Processor's Pipeline System. Such Portable Facilities shall consist of a complete portable meter system (meter tube, EFM, battery, and solar panel). Processor will own, operate and maintain, or cause to be operated and maintained, the Portable Facilities. Processor will provide the EFM data and final measurement data to

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Shipper. Shipper agrees to reimburse Processor for the actual cost, within thirty (30) days of receipt of invoice, incurred by Processor for the Portable Facilities authorized herein.

At such time that a Facility or a Portable Facility is disconnected, relocated and connected to another Lease Delivery Point, Shipper shall reimburse Processor \$*** for meter technician services to start up the facilities plus any actual system refurbishment costs if required. Shipper shall provide any other services required to disconnect, relocate, and re-connect a Facility or Portable Facility. Further, Shipper shall be responsible for all meter damage incurred during the disconnection, relocation and reconnection process.

III.

With respect to gas delivered by Processor to Shipper at the Lease Delivery Point(s), Shipper agrees neither to resell nor to use the gas purchased incident to this Agreement for any purpose other than those specified herein, nor to assign this Agreement without the prior written consent of Processor, where such consent shall not be unreasonably withheld.

IV.

It is understood that the gas supplied hereunder comes direct from wells in the area and that the supply will be variable and may, at any time without notice, temporarily or permanently cease. The gas may be untreated and unprocessed and may contain various impurities, including but not limited to, water. Shipper agrees to indemnify, hold harmless and defend Processor against any and all claims, demands, suits, actions, and causes of actions asserting liability arising downstream the Lease Delivery Point (s) for damage or injury to person or persons or property resulting from the handling or use of such gas but only to the extent such claims, demands, suits, actions, or causes of actions were caused by the gross negligence or willful misconduct of Shipper.

V.

Processor shall have the right to shut off gas delivery to Shipper at any time with notice for any of the following:

- A. for repairs,
- B. for want of supply,
- C. for non-payment of bills when due, or
- D. for a breach of any provision of this Agreement.

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*** Where this marking appears throughout this Exhibit 10.3, information has been omitted pursuant to a request for confidential treatment and such information has been filed with the Securities and Exchange Commission separately.

GAS GATHERING AND PROCESSING CONTRACT

BETWEEN

DEVON GAS SERVICES, L.P.

AS “SHIPPER”

AND

ENLINK MIDSTREAM SERVICES, LLC

AS “PROCESSOR”

March 7, 2014

Effective as of March 1, 2014

Cana Plant

Canadian County, Oklahoma

GAS GATHERING AND PROCESSING CONTRACT

This Gas Gathering and Processing Contract is made and entered into this 7th Day of March, 2014 but effective as of the 1st Day of March, 2014 (the “Effective Date”), by and between **Devon Gas Services, L.P.**, a Texas limited partnership (“Shipper”), and **EnLink Midstream Services, LLC**, a Texas limited liability company (“Processor”).

WITNESSETH

WHEREAS, Shipper has available a supply of Committed Gas and desires for Processor to perform the services described herein with respect to said Committed Gas; and

WHEREAS, Processor or Processor’s Agents operate a pipeline system which is capable of receiving deliveries of Committed Gas and redelivering Residue Gas and NGLs associated therewith to downstream markets; and

WHEREAS, Processor owns and operates the Plant for the purpose of extracting ethane, propane, butanes, natural gasoline and other liquid hydrocarbon products, and for other purposes deemed necessary by Processor in its Gathering and Processing activities; and

WHEREAS, Shipper desires to deliver to Processor for Gathering and Processing, as applicable, and Processor desires to receive from Shipper such Committed Gas for those purposes, all subject to and in accordance with the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Contract, Shipper and Processor (individually, a “Party” and collectively, the “Parties”) agree with each other as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 Each of the following terms enclosed by quotation marks in this **ARTICLE 1.1** shall be a defined term, and each term enclosed by parentheses and quotation marks in the preamble or body of this Contract, or otherwise defined in this Contract, shall also be a defined term, and wherever used in this Contract, each such defined term shall have the meaning provided for it in this Contract:
- 1.1.1 “Appendix” shall mean that certain “Appendix — General Terms and Conditions to Gas Gathering and Processing Contract”, which is attached hereto.
- 1.1.2 “Btu” shall mean British Thermal Unit.
- 1.1.3 “Committed Gas” shall mean all Natural gas produced from the Dedicated Area and attributable to Contractually Dedicated Area Interests, except for all Natural gas (including all constituents and components thereof, and all products derived

therefrom) expressly excluded or reserved by Shipper hereunder, including but not limited to, **ITEM 1.1** of this Contract. The term “Committed Gas” shall also include quantities of Natural gas Shipper elects to make subject to this Agreement pursuant to **ARTICLE 2.6**.

- 1.1.4 “Condensate” shall mean the liquid hydrocarbons, condensates, and/or distillates that are recovered from gas in typical oil and gas separators or pipeline drips, compressor discharge, or suction scrubbers, usually from changes in ambient or ground temperature and/or pressure, but not from Processing.
- 1.1.5 “Contract” shall mean this Gas Gathering and Processing Contract, including the Appendix and Exhibits attached hereto and any future amendments and/or exhibits.
- 1.1.6 “Contractually Dedicated Area Interests” shall mean the following interests and rights (insofar only as those interests and rights cover or pertain to any lands located in the Dedicated Area) that are now or hereafter subject to a legally binding agreement or arrangement by virtue of which Shipper has or will have the right to market, buy, sell, Process or Gather Natural gas and provide other services attendant thereto that is produced from those lands and/or lands spaced, pooled, or communitized therewith and is attributable to those interests and rights: (i) any fee or term mineral or royalty interest; (ii) any interest or right in or derived or carved from any oil and gas lease; (iii) any interest or right derived from any pooling or unitization order; and (iv) any interest or right in or

derived from any agreement (including any farmout, operating, communitization, marketing, purchase and sales, pooling, or unit agreement) pertaining to any right or interest identified or referenced in clause or item (i), (ii) or (iii) of this definition of Contractually Dedicated Area Interests; and (v) any option or contractual right to acquire or earn any interest or right identified or referenced in clause or item (i), (ii), (iii) or (iv) of this definition of Contractually Dedicated Area Interests.

- 1.1.7 “Cubic Foot of gas” shall mean the volume of gas necessary to fully fill one (1) cubic foot of unfilled space at a pressure base of 14.65 pounds per square inch absolute at a temperature of sixty degrees Fahrenheit (60°F).
- 1.1.8 “Day” or “day” shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m., Central Clock Time.
- 1.1.9 “Dedicated Area” shall mean all the lands described in Exhibit A.
- 1.1.10 “Delivery Point(s)” shall be the locations as identified in **ARTICLE 5.1**, where Shipper delivers the Committed Gas to Processor.
- 1.1.11 “Firm Basis” shall mean the highest level of Gathering and Processing services then offered by Processor on Processor’s Pipeline System or at the Plant where

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Processor may interrupt its performance without liability only to the extent such performance is prevented by reasons of Force Majeure or any other agreed upon event. The term “Firm Basis” shall also incorporate the concept of “no notice service” which means the delivery and redelivery of Natural gas on an instantaneous or as-soon-as-reasonable basis without the need to provide any minimum amount of advance notice or to specify the quantity of gas to be delivered and redelivered.

- 1.1.12 “Gathered Volume” shall mean, for any period, the sum of Shipper’s volume of Committed Gas (in MMBtu) delivered at each Delivery Point during that period *less* (i) Committed Gas used during that period by Processor for compression and treating fuel as described in **ARTICLE 3.2.6** but excluding any purchased fuel gas or dry fuel gas taken from the Plant residue stream, (ii) Shipper’s pro-rata share of Committed Gas used for fuel on Processor’s Pipeline System, including fuel use for treating purposes hereunder, (iii) loss and unaccounted for gas on Processor’s Pipeline System (including gains or losses) during that period, and (iv) gas used by Shipper for gas lift operations on Wells during that period.
- 1.1.13 “Gathering” shall mean the receipt of gas at the Delivery Points by Processor or Processor’s Agent and the compression, treating, dehydration and redelivery of said gas by Processor or Processor’s Agent at the Redelivery Points. Wherever the term “Gather” or “Gathered” is used with initial capitalization in this Contract, such term shall have the same meaning as Gathering.
- 1.1.14 “GPM” shall mean gallons per Mcf.
- 1.1.15 “Gross Heating Value” shall mean the number of Btus produced by the combustion at constant pressure of an amount of gas which would fully fill one (1) Cubic Foot of gas at saturated conditions.
- 1.1.16 “Law” shall mean any and all constitutional provisions, rules, codes, regulations, statutes, ordinances, enactments, judicial and administrative orders, decrees, standards, decisions and rulings that are adopted, enacted, promulgated or issued by any federal, state, municipal, parish or tribal governmental authority, including the common law.
- 1.1.17 “Losses” shall mean any actual loss, cost, claim, penalty, liability, damage, demand, suit, sanction, cause of action of every kind of character (including damage to property, personal injury, or death), judgment, lien, encumbrance, fine, or expense, including reasonable attorneys’ fees, investigation expenses, and court costs.
- 1.1.18 “Maximum Delivery Pressure” shall have the meaning set forth in **ARTICLE 5.1**.

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- 1.1.19 “Natural gas” or “gas” shall mean natural gas produced from gas wells and gas produced in association with oil, including all hydrocarbon and non-hydrocarbon components, casinghead gas produced from oil wells, gas well gas and stock tank vapors.
- 1.1.20 “Mcf” shall mean one thousand (1,000) Cubic Feet of gas.
- 1.1.21 “MMBtu” shall mean one million (1,000,000) Btus.
- 1.1.22 “Month” or “month” shall mean the period of time beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.
- 1.1.23 “NGLs” shall mean the liquid hydrocarbons extracted from gas through Processing, including such constituents or components as ethane, propane, iso-butane, normal butane, natural gasolines, incidental methane, and other miscellaneous liquids that are associated with those liquid hydrocarbons.
- 1.1.24 “Plant” shall mean Processor’s Cana gas Processing plant located in Canadian County, Oklahoma.
- 1.1.25 “Processed Volume” shall mean the sum of Shipper’s volume of Committed Gas delivered at the inlet of the Plant as measured by Processor’s Plant inlet meter(s).
- 1.1.26 “Processing” shall mean the extraction or separation of NGLs from gas through or by means of equipment, which is not located at or in close proximity to a Well site, specifically intended to extract or separate NGLs from the gas through cryogenic, refrigeration, refrigerated lean oil absorption, ambient oil absorption, Joule Thomson, or similar method or process. The term “Processing” shall also include the transfer, handling, storage, and/or movement of NGLs and Condensate attributable to the Committed Gas to the Redelivery Points. Wherever the term “Process” or “Processed” is used with initial capitalization in this Contract, such term shall have the same meaning as Processing.
- 1.1.27 “Processor’s Agent” shall mean any person or entity with which Processor has contracted to provide, on occasion, certain post-production services, including transmission, Gathering, Processing, treating, compression, measurement, accounting, or testing services, on behalf of Processor with respect to the Committed Gas.
- 1.1.28 “Processor’s Metering Facilities” shall mean Processor’s or Processor’s Agent’s meter and related facilities located at the Delivery Points and/or the

Redelivery Points.

1.1.29 "Processor's Pipeline System" shall mean Processor's and/or Processor's Agent's pipeline system which is utilized to Gather the Committed Gas hereunder.

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1.1.30 "Psig" or "psig" shall mean pounds per square inch gauge.

1.1.31 "Redelivery Point(s)" shall have the meaning as set forth in **ARTICLE 5.2** (for Residue Gas) and **ARTICLE 5.3** (for Condensate and NGLs).

1.1.32 "Residue Gas" shall mean gas that has left Processor's Pipeline System after (i) Processing, (ii) NGL extraction, (iii) the removal of non-hydrocarbon substances, (iv) any loss and unaccounted associated with Processing or Gathering (v) fuel used for Processing or Gathering. If applicable, the volumes of Residue Gas attributable to the Committed Gas shall be reduced by any volumetric fuel usage or line loss, and increased by any line gain incurred in delivering the Committed Gas from the tailgate of the Plant or Redelivery Point(s) to the Settlement Point(s). For purposes of allocating Residue Gas to the Wells hereunder, such gas shall be measured at dry conditions.

1.1.33 "Settlement Point(s)" shall mean the location or point at which title, custody, and possession of the Residue Gas attributable to Shipper is first transferred from Shipper or Shipper's designee to a Third Party or its designee.

1.1.34 "Third Party" shall mean any person or entity other than Processor, Processor's Agent, or Shipper.

1.1.35 "Wells" shall mean any well classified by any governmental authority or under any applicable Law as a gas well or oil well in which gas produced therefrom and attributable to a Contractually Dedicated Area Interest subject to this Contract has been dedicated to Shipper, whether such well now exists or is hereafter drilled.

1.2 The headings and titles in this Contract are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this Contract. Each reference made in this Contract to an article or item (as used in the Appendix) is to the applicable article or item in this Contract unless the context clearly indicates otherwise.

1.3 The words "this Contract", "herein", "hereby", "hereunder", "hereof", and words of similar import refer to this Contract as a whole and not to any particular part of this Contract, unless the context clearly indicates otherwise.

1.4 Each reference made in this Contract to an exhibit is to the applicable exhibit attached hereto, unless the context clearly indicates otherwise. The Appendix and each exhibit attached hereto are made a part hereof.

1.5 As used in this Contract, (i) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (ii) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including without limitation", except where the context clearly otherwise requires, (iii) each term that is defined in this Contract in the singular shall include the plural of such term, and each term that is defined in this Contract in the plural shall include the singular of such term, and (iv) the

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words, phrases, and terms used herein shall have their ordinary meaning unless it is clearly indicated otherwise in this Contract or unless such word, phrase or term is defined in this Contract.

1.6 Both Parties participated in the drafting of this Contract. If any ambiguity is contained herein, no weight shall be given in favor of or against a Party in resolving that ambiguity on account of that Party's drafting of this Contract.

1.7 Any reference to any time or period of time is to the applicable time or period of time in the Dedicated Area.

ARTICLE 2 DEDICATION AND PROPERTIES COVERED

2.1 Subject to the terms and conditions of this Contract and except as otherwise provided in this Contract, Shipper hereby commits and dedicates exclusively to Processor all of the Committed Gas attributable to the Contractually Dedicated Area Interests for the term of this Contract for the purposes provided in this Contract. The commitment and dedication set forth in this Section 2.1 shall be deemed a covenant running with the Dedicated Area and shall be binding on the successors and assigns of Shipper. Shipper shall not Process and Shipper shall not permit Third Parties to Process hydrocarbons in the field or elsewhere from the Committed Gas to be delivered hereunder other than by usual field separation methods.

2.2 Shipper represents and warrants to Processor that when Shipper delivers the Committed Gas to Processor during the term hereof Shipper will have the right to Gather, Process, and/or market the Committed Gas produced from the Contractually Dedicated Area Interests, free from liens and adverse claims of every kind and, subject to the reservation of rights described in **ITEM 1.1(c)**, will not waive or consent to any release, termination, or early expiration of any said Contractually Dedicated Area Interests during the term hereof without the express prior written consent of Processor, which shall not be unreasonably withheld. Shipper further represents and warrants that when the Committed Gas is delivered to Processor at the Delivery Points that such Committed Gas will be owned or controlled by Shipper and will not be subject to any prior unreleased dedication as of the Effective Date. If after the Effective Date Shipper obtains the right to Gather or Process gas within the Dedicated Area, then that gas shall become Committed Gas hereunder when Shipper obtains that right except as otherwise provided herein; provided, however, if said gas is subject to prior unreleased written dedication or commitment for the type of services provided for herein, then such interests shall be excluded from dedication hereunder unless and until all such contractual commitments and dedications have expired or are terminated, or have been assigned to Shipper or released. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.2.**

2.3 Subject to the terms of this Contract, at the Delivery Points, Shipper will deliver to Processor, and Processor will receive from Shipper, all of the Committed Gas produced

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from the Wells insofar as that Committed Gas is attributable to the Contractually Dedicated Area Interest in the Wells.

- 2.4 Contemporaneously with the execution of this Contract, the Parties shall execute, acknowledge, deliver, and record a “short form” memorandum of this Contract in the form of Exhibit “C” which shall be placed of record in the counties in which the Dedicated Area is located. All preparation to, filing of, and costs associated with the “short form” memorandum and any subsequent amendment to said “short form” memorandum shall be the sole responsibility of and borne solely by Processor.
- 2.5 Promptly after Processor’s receipt of each written request for same by Shipper, Processor shall deliver to Shipper a written release in recordable form of the dedication and commitment provided in **ARTICLE 2.1** regarding any Natural gas (including any Committed Gas) released by Processor under **ITEM 2.4** or **ITEM 3.2**.
- 2.6 From time to time during the first five (5) years of the Initial Term hereof and subject to the terms of this **ARTICLE 2.6**, Shipper shall have the right to deliver quantities of Natural gas to Processor at mutually agreeable locations on Processor’s Pipeline System and said Natural gas shall be deemed Committed Gas for purposes hereunder, in each case if it (i) is owned or controlled by Shipper, (ii) is located outside of the Dedicated Area, (iii) is not attributable to Contractually Dedicated Area Interests, (iv) meets the quality specifications of **ITEM TWO** with the exception that in order for such gas to be Processed, it must have a Gross Heating Value of at least 1040 Btu per Cubic Foot of gas, (v) does not cause material operational issues on Processor’s Pipeline System or at the Plant, and (vi) does not require Processor to spend more than a de minimus amount of money to make changes to Processor’s Pipeline System or the Plant to accommodate such quantities of Natural gas. The quantities of said designated Committed Gas shall be subject to the provisions of **ITEM FIVE**; provided, however, once Shipper has satisfied its Gathering Volume Commitment and Processing Volume Commitment, the priority status of Natural gas delivered pursuant to this **ARTICLE 2.6** shall be changed from a Firm Basis to a priority status equal to other Third Party contracts previously agreed to by the Parties. Shipper shall be solely responsible for the cost of constructing new Delivery Points on Processor’s Pipeline System in order to facilitate the receipt of said designated Committed Gas. If Processor receives Committed Gas pursuant to this **ARTICLE 2.6**, then Shipper represents and warrants to Processor that Shipper will have the right to Gather, Process, and/or market said Committed Gas, free from liens and adverse claims of every kind. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.6.** The parties understand and agree that Committed Gas delivered and received pursuant to this **ARTICLE 2.6** is not a dedication of any wells, lands, leases, or other similar interests. Further, the Committed Gas delivered and received pursuant to this **ARTICLE 2.6** shall be subject to the terms and conditions of this Agreement except for the following provisions: **ARTICLE 1.1.6, ARTICLES 2.1 through 2.5, ITEM ONE, ITEM THREE, and ITEM 4.1** as such provision applies to Wells only.

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ARTICLE 3 FEES, VOLUME COMMITMENTS, RECOVERIES AND ALLOCATION

- 3.1 Subject to all other applicable provisions of this Contract and as full consideration for the quantity of Committed Gas Gathered and Processed hereunder by Processor each month, Shipper shall pay and Processor shall accept from Shipper an amount equal to sum of the applicable fees and payments as described in this **ARTICLE 3**.
- 3.2.1 The fee for Processing the Committed Gas hereunder at the Plant (“Processing Fee”) shall equal \$*** per MMBtu multiplied by the Processed Volume.
- 3.2.2 The fee for Gathering, compressing, treating, and dehydrating the Committed Gas from the Delivery Point to the Redelivery Point (“Gathering Fee”) shall equal \$*** per MMBtu multiplied by the Gathered Volume.
- 3.2.3 Beginning January 1, 2015 and each January 1st thereafter during the term hereof, the Gathering Fee and the Processing Fee shall be automatically adjusted by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers (“CPI”) as published by the U.S. Department of Labor Bureau of Labor Statistics calculated for the twelve (12) Months immediately preceding the date of escalation; provided, however, neither fee shall be decreased below its initial amount. The Parties shall use the negotiation procedure described in **ITEM 11.1** to attempt to resolve any dispute between them regarding any change or adjustment to the CPI. If the Parties fail to fully resolve the dispute, either Party may invoke the binding arbitration procedure described in **ITEM 11.6** to resolve it. The Gathering Fee and/or Processing Fee for the immediately preceding calendar year shall remain in effect until a new Gathering Fee and/or Processing Fee (as well as the effective dates of both fees) is/are agreed upon by the Parties or determined by arbitration and such agreed upon or determined fee(s) shall be retroactively applied for the applicable new calendar year.
- 3.2.4 The allocation of the Residue Gas (in MMBtus) contained in the Committed Gas which are attributable to each Delivery Point shall be determined each Month by first allocating the total Plant Residue Gas MMBtus to each respective Plant Inlet (as defined herein) resulting in each inlet’s total Plant Residue Gas MMBtus. Then each inlet’s total Plant Residue Gas MMBtus will be multiplied by a fraction, the numerator of which is the Theoretical Residue MMBtus from each Delivery Point for the respective Plant Inlet, and the denominator of which is the total Theoretical MMBtus of Residue Gas from all Delivery Points for the respective Plant Inlet on Buyer’s Pipeline System. The Theoretical Residue MMBtus from each Delivery Point shall be determined by subtracting each Delivery Point’s share of Plant fuel and NGL shrinkage MMBtus from each Delivery Point’s Seller’s Allocated Inlet Volume MMBtus (“SAIV”). Each Delivery Point’s SAIV shall be determined by multiplying the total quantity of each respective Plant Inlet’s MMBtus by a fraction, the numerator of which is each Delivery Point’s MMBtu quantity of gas delivered at that Delivery Point for the respective Plant Inlet less any (i) lease use gas consumed after measurement at the Delivery Point and (ii) allocated un-Processed fuel gas determined as set forth in **ITEM 5.3** of the Appendix

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(“Net Delivered Volume”), and the denominator of which is the total amount of all Delivery Points’ Net Delivered Volume MMBtus for the respective Plant Inlet. “Plant Inlet” shall mean the volumes of each respective inlet at the Plant as measured by Buyer’s Plant inlet meter(s).

Each Delivery Point’s share of Plant fuel MMBtus shall be determined by multiplying the total Plant fuel MMBtus by a fraction, the numerator of which is the SAIV MMBtus for each Delivery Point and the denominator of which is the total SAIV MMBtus from all Delivery Points on Buyer’s Pipeline System. Each Delivery Point’s NGL shrinkage in MMBtus shall be determined by multiplying the gallons of each NGL component allocated to each Delivery Point pursuant to **ARTICLE 3.2.5** below by the respective MMBtu equivalent factors from GPA Publication 2145, as amended from time to time. For hexanes and heavier, the hexane factor from GPA Publication 2145 will be used. The allocation of Residue Gas Mcfs to each Delivery Point is the same as the allocation of Residue MMBtus, using the respective Mcf values and constants.

- 3.2.5 The allocation of each NGL component (in gallons) recovered and sold in the Plant shall first be allocated to each respective Plant Inlet by multiplying the total gallons of each NGL recovered and sold at the Plant by a fraction, the numerator of which is the Theoretical Gallons of each NGL attributable to each respective Plant Inlet and the denominator of which is the sum of the Theoretical Gallons of each NGL from all respective Plant Inlets. The Theoretical Gallons of each NGL attributable to each respective Plant Inlet shall be determined by multiplying each respective Plant Inlet’s Mcfs by the respective GPM of each component. The quantity of each NGL recovered and sold for the respective Plant Inlet attributable to each Delivery Point on Buyer’s Pipeline System for Processing shall be determined by multiplying the total gallons of each NGL recovered and sold for the respective Plant Inlet by a fraction, the numerator of which is the Theoretical Gallons of each NGL attributable to each Delivery Point for the respective Plant Inlet and the denominator of which is the sum of the Theoretical Gallons of each NGL from all Delivery Points for the respective Plant Inlet. The Theoretical Gallons of each NGL attributable to each Delivery Point shall be determined by multiplying the “SAIV Mcfs” by the respective GPM of each component. The “SAIV Mcf” shall be determined using the same methodology as provided for the SAIV MMBtu set forth in **ARTICLE 3.2.4** above.

Condensate shall be allocated on a hexane+ basis and in the manner as other NGL components described in this **ARTICLE 3.2.5**.

- 3.2.6 Each Month during the term of this Contract, Processor is authorized to utilize a portion of the Committed Gas received from Shipper at each Delivery Point as compression fuel for the operation of Processor's compression equipment hereunder.
- 3.2.7 Any Residue Gas and NGLs attributable to the Committed Gas that is Processed by a Third Party at a facility other than the Plant shall be allocated to each Well similar to the manner described in **ARTICLE 3.2.4** and **ARTICLE 3.2.5** respectively.

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- 3.2.8 Any Condensate, NGLs, or vapor recovery Gas extracted from the Committed Gas at the Condensate stabilization unit located at the Plant (collectively, the "Extracted Stabilization Products") shall be accounted for and allocated to Shipper separately from any Third Party extracted stabilized products. Regarding the allocation of said Extracted Stabilization Products to each Well, the vapor recovery Gas shall be allocated in the manner set forth in **ARTICLE 3.2.4** above and the Condensate and NGLs shall each be allocated in the manner set forth in **ARTICLE 3.2.5** above.

3.3 **Volume Commitment.** Subject to the terms and conditions hereof, the Parties agree upon the following:

- (a) **Gathering Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 330,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term ("Gathering Volume Commitment"). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(d)**, in the event Shipper fails to deliver at least the Gathering Volume Commitment for any applicable calendar quarter, Shipper shall pay Processor an amount equal to the product of the (i) Gathering Fee, (ii) positive difference between (A) the product of the Gathering Volume Commitment and the number of days in such calendar quarter and (B) the Gathered Volume for such calendar quarter and (iii) the average Gross Heating Value of the Gathered Volume for such calendar quarter ("Gathering Volume Commitment Deficiency Payment"). Any Gathering Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor's sole and exclusively remedy regarding the delivery deficiency of the Gathering Volume Commitment.
- (b) **Processing Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 330,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term for Processing at the Plant ("Processing Volume Commitment"). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(e)**, in the event Shipper fails to deliver at least the Processing Volume Commitment during any applicable calendar quarter, then Shipper shall pay Processor an amount equal to the product of the (i) Processing Fee, (ii) positive difference between (A) the product of the Processing Volume Commitment and the number of days in such calendar quarter and (B) the Processed Volume for such calendar quarter and (iii) the average Gross Heating Value of the Processed Volume for such calendar quarter ("Processing Volume Commitment Deficiency Payment"). Any Processing Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor's sole and exclusively remedy regarding the delivery deficiency of the Processing Volume Commitment.
- (c) **Relief from Volume Commitment.** Shipper shall be excused from delivering a portion of the Gathering Volume Commitment or the Processing Volume Commitment and making payment of any corresponding deficiency payment related thereto only under the following circumstances:

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- (i) If Processor fails to Gather or Process at least the Gathering Volume Commitment or the Processing Volume Commitment, respectively, and such failure is not expressly excused hereunder, the applicable corresponding deficiency payment shall not apply to the extent of the affected volumes of Committed Gas; or
- (ii) If, due to an event of Force Majeure, on any day, Processor is unable to Gather or Process at least the Gathering Volume Commitment or the Processing Volume Commitment, as applicable, such day shall be excluded from the calculations of the Gathering Volume Commitment Deficiency Payment and/or the Processing Volume Commitment Deficiency Payment, as applicable, as if such day had not occurred during the applicable calendar quarter.
- (d) **Over/Under Deliveries of Gathering Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Gathering Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Gathering Volume Commitment for such quarter ("Excess Gathered Amount"), then Shipper shall have the right to credit said Excess Gathered Amount against its Gathering Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Gathering Volume Commitment for such quarter ("Deficient Gathered Amount"), then Shipper shall have the right to make-up its Gathering Volume Commitment for such calendar quarter by delivering to Processor the Deficient Gathered Amount in excess of the Gathering Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Gathered Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Gathering Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(a)**.
- (e) **Over/Under Deliveries of Processing Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Processing Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Processing Volume Commitment for such quarter ("Excess Processed Amount"), then Shipper shall have the right to credit said Excess Processed Amount against its Processing Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Processing Volume Commitment for such quarter ("Deficient Processed Amount"), then Shipper shall have the right to make-up its Processing Volume Commitment for such calendar quarter by delivering to Processor the Deficient Processed Amount in excess of the Processing Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Processed Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Processing Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(b)**.
- 3.4 **Actual Recoveries.** Processor shall return to Shipper, at the Redelivery Point(s), its actual share of Residue Gas and NGLs actually recovered from the Committed Gas at the Plant whether the Plant is being operated in full or partial recovery mode. Notwithstanding the foregoing sentence, Processor shall operate the Plant in full recovery

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mode unless Shipper exercises its ethane rejection election rights in accordance with **ARTICLE 3.5**.

- 3.5 **Ethane Rejection Election.** For any production Month, Shipper may elect ethane rejection by providing Processor with notice of its election at least seven (7) Business Days (or a shorter period of time if agreed to by the Parties) prior to the effective date of ethane rejection. Said election to reject ethane shall be in effect for the entire Month, for the remainder of said Month, or for a lesser period of time if mutually agreed to by the Parties. In such event, the percentage of ethane recovered from the Committed Gas shall be based on Shipper's actual recoveries that occur for such month after Processor's reasonable efforts to reject ethane in

accordance with Processor's operational capabilities.

- 3.6 **Gas Lift.** At any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas for Shipper's gas lifting operations. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions set forth in Exhibit "D," attached hereto and made a part hereof.
- 3.7 **Mutually Beneficial Projects.** From time to time during the term hereof, the Parties may desire to evaluate and participate in certain mutually beneficial projects that would add or enhance the value each receives under this Contract. Such projects may include, but not be limited to, reducing fuel consumption, lowering pipeline pressures to enhance gas deliveries hereunder (whether by offloading gas volumes or through compression), changing, modifying, or altering gas flow patterns across Processor's Pipeline System from the current system configuration, offloading volumes of gas to Third Parties (without the Processing of said volumes), bypassing volumes of gas around the Plant, changing the characterization of unprocessed gas to Processed Volume and/or Processed Volume to unprocessed gas and modifying Processor's Pipeline System in order to accommodate the disposition of said volumes, and expanding capacity at the Plant or on Processor's Pipeline System.
- 3.7.1 If a Party ("X") desires to propose a project to the other Party ("Y"), then X shall submit said proposal to Y in writing where such proposal shall contain at least the following information: type and scope of project; anticipated benefits (i.e. cost savings, increased volumetric throughput); estimated timeline for construction, installation, and initial operation; and estimated cost and expenses. Within thirty (30) days of Y's receipt thereof, the Parties shall meet to discuss the commercial viability of the proposal taking into consideration the cost of the project, the estimated payout, and the anticipated benefits for both Parties. If the Parties agree to proceed with the proposed project (either as initially proposed or as modified), then such arrangement shall be memorialized in a separate agreement containing necessary terms including, but not limited to, the scope of work, cost, and the payor and payee.
- 3.7.2 If, after sixty (60) days from Y's receipt of the proposal described above in **ARTICLE 3.7.1**, the Parties are unable to agree upon the proposal or any alternatives thereto, then the Parties shall submit such proposal to designated representatives from both Parties for their review and consideration of said proposal. The designated representatives shall be

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comprised of individuals who were not part of the initial or any subsequent review and/or discussion of the project and have the requisite corporate authority to bind its respective Party. Within thirty (30) days from receipt of said proposal, the designated representatives from each Party shall make a determination to (i) approve the project, (ii) disapprove the project, or (iii) re-submit the project to the initial group with further guidance and/or instructions.

ARTICLE 4 TERM AND TERMINATION

- 4.1 This Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter until terminated by Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate this Contract at least one hundred eighty (180) days prior to the end of the Initial term or any extension term or (ii) as otherwise provided in this **ARTICLE 4**.
- 4.2 Prior to the termination or expiration of this Contract, each Party shall use its best efforts to negotiate in good faith mutually agreeable services and associated rates in order to extend the term of this Contract. If the Parties are unable to agree upon a certain service, what may or may not be included in said service, or the rate for said service, then such dispute shall be resolved in accordance with **ITEM ELEVEN**.
- 4.3 The termination of this Contract in accordance with this **ARTICLE 4** shall not impair, impede or otherwise adversely affect any right, claim or cause of action that a Party may have arising prior to or as a result of that termination, including the right to obtain and receive any payment owing under this Contract.
- 4.4 This **ARTICLE 4.4**, **ARTICLE 4.3**, **ARTICLE 4.2**, **ARTICLE 7.2**, and **ITEMS 10.7, 10.13, 10.14**, and **ELEVEN** of the Appendix shall survive the termination of this Contract.

ARTICLE 5 DELIVERY/REDELIVERY POINTS AND PRESSURE

- 5.1 The Delivery Point(s) for the Committed Gas shall be at the inlet flange of Processor's Metering Facilities located near the site of production facilities for each Well, or at other mutually agreeable locations on Processor's Pipeline System. Shipper shall cause the Committed Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into Processor's Pipeline System at each Delivery Point against the prevailing line pressure at such point but not in excess of the maximum allowable operating pressure ("MAOP") of Processor's Pipeline System at such Delivery Point. Processor retains the right to set a maximum delivery pressure, relative to Shipper's deliveries of Committed Gas, so that the system can be operated in an efficient manner ("Maximum Delivery Pressure"); provided, however, it is the Parties' intent for Processor to operate Processor's Pipeline System in a manner that maximizes the amount of Committed Gas to be delivered into the system while allowing Processor to optimize the efficiency

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thereof. If Shipper elects to install compression facilities and Processor reasonably determines that there is a pulsation problem because of those compression facilities, then Shipper will install a pulsation dampener, (which shall have a design reasonably acceptable to Processor) at Shipper's sole cost and expense, between such compression facilities and Processor's Metering Facilities at the Delivery Point(s).

- 5.2 The Redelivery Point(s) for Shipper's Residue Gas shall be at the inlet to each downstream pipeline's metering facilities located at mutually agreeable points as further described on Exhibit "B." Processor shall cause Shipper's Residue Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into each downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).
- 5.3 The Redelivery Point(s) for Shipper's NGLs and Condensate shall be at mutually agreeable points as further described on Exhibit "B." If a Redelivery Point for Shipper's NGLs or Condensate is a pipeline, such delivery shall be made at a pressure sufficient to allow the NGLs or Condensate to flow into the downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).
- 5.4 Consistent with the Firm Basis service provided by Processor hereunder, Shipper shall not be required to provide Processor with nominations of the Committed Gas at the Delivery Points. Shipper shall be solely responsible for all nominations and scheduling for its Residue Gas, Condensate, and NGLs at the Redelivery Points and shall be solely responsible for any costs, penalties, and expenses associated therewith including any imbalances. If Shipper fails for any reason to take or otherwise dispose of all or any part of Shipper's share of Residue Gas, Condensate, or NGLs for any month during the term hereof and such failure adversely affects the operations or integrity of the Plant or Processor's Pipeline System, then Processor shall have the right, but not the obligation, to market Shipper's share of said Residue Gas, Condensate, or NGLs (as the case may be) in a commercially reasonable manner but with prior written notice to Shipper; provided, however, that Processor shall account to and timely pay Shipper for the proceeds received by Processor from the disposition thereof.

**ARTICLE 6
NOTICES**

- 6.1 All notices provided for herein shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail, or hand delivered to a Party at its applicable address listed below. Notice shall be considered given on the first business day after its receipt by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) notices sent by facsimile will be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission; (ii) notice by overnight mail or courier will be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party; and (iii)

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notice via first class mail will be considered delivered five (5) business days after mailing. The Parties may communicate to each other via email for general business purposes (including operational notices) but emails shall not be considered as an acceptable means of delivering legal notices hereunder. Each Party will promptly notify to the other Party upon any change in its address.

PROCESSOR'S ADDRESS:

EnLink Midstream Services, LLC
Attn: Contract Administration
2501 Cedar Springs Road, Suite 100
Dallas, TX 75201
Fax: (214) 953-9501

SHIPPER'S ADDRESS:
NOTICES & CORRESPONDENCE
Devon Gas Services, L.P.

Attn: Contract Administration - Marketing
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 234-2737
Email: devongasmarketing@dvn.com

STATEMENTS & PAYMENTS
Devon Gas Services, L.P.

Attn: Accounting
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 552-1520

**ARTICLE 7
FINANCIAL RESPONSIBILITY**

- 7.1 If either Party ("X") has reasonable grounds for insecurity regarding the performance of any material obligation under this Contract (whether or not then due) by the other Party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its credit support provider, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset, or a guaranty.
- 7.2 In the event (each an "Event of Default") either Party or, if applicable, its credit support provider (the "Defaulting Party") shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar Law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however

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evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any material obligation to the other Party with respect to any credit support obligations relating to this Contract; (vii) fail to give Adequate Assurance of Performance hereunder within 48 hours but at least one business day of a written request by the other Party; (viii) not have paid any material amount due the other Party hereunder on or before the second business day following written notice that such payment is due; or (ix) fail to promptly take and diligently prosecute appropriate actions to remedy a material default or breach of a material covenant or provision hereunder after receiving written notice thereof from the other Party and to remedy such default or breach within thirty (30) days (or longer if such default or breach reasonably requires a longer cure period); then the other Party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon notice, in addition to any and all other remedies available hereunder.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in multiple originals by the proper representatives thereunto duly authorized, as of the date first hereinabove written, but this Contract shall be effective as of the Effective Date.

PROCESSOR:

ENLINK MIDSTREAM SERVICES, LLC

By: /s/ Darryl G. Smette
Darryl G. Smette
Executive Vice President

SHIPPER:

DEVON GAS SERVICES, L.P.

By: /s/ Susan E. Alberti
Susan E. Alberti
Senior Vice President

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**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

For the consideration stated in this Contract, the Parties further agree as follows:

**ITEM ONE
RESERVATIONS BY SHIPPER**

1.1 The following rights, which are vested in Third Parties owning the Contractually Dedicated Area Interests, are and shall be excepted and excluded from the purview of this Contract and are not and shall not be subject to the dedication and commitment provided in **ARTICLE 2.1**, and each such Third Party may exercise the following rights free and clear of any claim of Processor:

- (a) The right to use, but not to sell to others, sufficient gas for the development and operation of the Wells and appurtenant facilities (in conjunction therewith) in which that Third Party has an ownership interest, including use of gas for drilling, workovers, completions, operations, treating, gas lift, pressure maintenance, and fuel.
- (b) The right to space, pool, communitize, and unitize any of the Contractually Dedicated Area Interests with other lands, leases, interests, and properties of that Third Party or others located in the field in which those Contractually Dedicated Area Interests are located, and all Committed Gas attributable to those Contractually Dedicated Area Interests produced therefrom shall be covered by this Contract, except as otherwise provided in this Contract; provided, that the exercise of such right by that Third Party shall not diminish Processor's right or increase its obligations in any material respect with respect to the Committed Gas produced from the Contractually Dedicated Area Interests covered hereby.
- (c) The right to exploit, use, maintain, and operate the Contractually Dedicated Area Interests covered by this Contract and all Wells, properties, facilities, and equipment incidental, related or appurtenant thereto in which that Third Party has an interest in such manner as that Third Party deems advisable, in the Third Party's sole discretion, including the right to drill or complete new Wells, to repair, recomplete, or rework any Wells, to reduce, suspend or shut-in the production from any Wells, to acquire new or additional Contractually Dedicated Area Interests, to renew, extend or amend in whole or in part any of the Contractually Dedicated Area Interests covered by this Contract, to abandon any

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Well, and to release or terminate all or any portion of Contractually Dedicated Area Interests in order to avoid or resolve any pending or threatened litigation concerning the validity of those Contractually Dedicated Area Interests, or that are not deemed by that Third Party as being capable of producing oil or gas in commercial quantities, or as having been perpetuated beyond their respective stated terms in accordance with the terms of the respective instruments creating those Contractually Dedicated Area Interests.

- (d) The right to provide Natural gas which such Third Party is obligated to provide to a lessor, an owner of an overriding royalty or other owner of a non-cost bearing interest, or a surface owner under the terms of an oil and gas lease or other agreement, contract or conveying instrument.
- (e) The right to market, Gather, and/or Process all of such Third Party's share of Natural gas attributable to (1) any Contractually Dedicated Area Interests that are subject on the date hereof to a prior dedication in favor of another Third Party (whether under a gas purchase, Gathering and/or Processing contract, call on production, or similar agreement or arrangement) or (2) any Contractually Dedicated Area Interests that are acquired after the date hereof by such Third Party and are subject, when acquired, to a pre-existing prior sales, Gathering and/or Processing dedication made by another Third Party in favor of a purchaser, gatherer or processor other than Processor or Shipper.
- (f) The right to market, Gather and/or Process all of such Third Party's share of Natural Gas from any Well not operated by it during any period in which such Third Party does not own a majority working interest in such Well and such Third Party has elected to market its share of production from that Well to another Third Party in accordance with applicable Law, or the applicable operating, unit or other agreement between such Third Party and the operator of that Well.

1.2 It is agreed that Shipper may cause or allow the Committed Gas to be separated by means of a conventional ambient mechanical wellhead gas-oil separator prior to its delivery to Processor and the liquid constituents separated from such Committed Gas therefrom shall not be subject to this Contract. However, Shipper shall not have the right to Process the Committed Gas for the recovery of NGLs, but shall have the right to recover NGLs by means of a conventional ambient mechanical wellhead gas-oil separator or similar process or method at any Well site.

**ITEM TWO
QUALITY**

2.1 Processor shall not be obligated to take any Committed Gas tendered hereunder unless the same meets the following requirements as to quality:

Hydrogen Sulfide: The Committed Gas shall not contain more than four parts per million (4 ppm) of hydrogen sulfide as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

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Total Sulphur: The Committed Gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

Temperature: The Committed Gas shall not have a temperature of less than forty degrees Fahrenheit (40°F) nor more than one hundred twenty degrees Fahrenheit (120°F).

Carbon Dioxide: The Committed Gas shall not contain carbon dioxide in excess of two percent (2%) by volume.

Oxygen: The Committed Gas shall contain no oxygen.

Nitrogen: The Committed Gas shall not contain nitrogen in excess of two percent (2%) by volume.

Total Inert Gases: The Committed Gas shall not contain total inert gases in excess of four percent (4%) by volume.

Objectionable Liquids and Solids and Dilution: The Committed Gas shall (i) be free of objectionable liquids and solids, as determined by Processor in good faith, (ii) be commercially free from dust, salts, soaps, foam-forming constituents, gums, gum-forming constituents, paraffins, or other similar liquid or solid matter which become separated from the Committed Gas in the course of gathering through Processor's Pipeline System, and (iii) any other impurities, including microbiologically corrosive agents.

Heating Value: The Committed Gas shall not have a Gross Heating Value of less than 950 Btu per Cubic Foot of gas under the conditions of measurement contained herein.

In the event that the quality specifications of any pipeline receiving gas from Processor's Pipeline System or at the Plant is more stringent than the applicable quality specification set forth in this **ITEM 2.1**, then notwithstanding any reasonableness standard agreed to by Processor regarding said quality specifications, all Committed Gas delivered by Shipper to Processor shall meet the quality specifications of that pipeline. Notwithstanding anything to the contrary contained in this **ITEM TWO**, the quality specifications set forth herein shall not apply during the period of time when any Well dedicated herein is being completed/recompleted and is flowing into Processor's Pipeline System during said completion/recompletion phase; provided, however, for the suspension of the quality specifications set forth herein during the completion/recompletion phase to apply to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall require the Contracted Parties (as defined in **ITEM 4.1**) to furnish, install, and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install, and

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maintain equipment at the well site of such Well (such as a separator) as is reasonably necessary for the removal of the objectionable liquids from such Well, as reasonably determined by such Contracted Parties in their sole discretion.

- 2.2 Processor's acceptance of any quantities of Committed Gas which fail to conform to any of the applicable quality specifications provided in **ITEM 2.1** shall not constitute a waiver by Processor of the quality specifications with regard to future deliveries of Committed Gas.
- 2.3 In the event Shipper delivers Committed Gas which fails to meet the quality specifications described in **ITEM 2.1**: (a) Shipper shall be responsible for any and all Losses suffered by Processor to Processor's Pipeline System or the Plant, or the gas within Processor's Pipeline System or at the Plant arising from or relating to the delivery of the Committed Gas not meeting those quality specifications including, without limitation, corrosion or damage to Processor's Pipeline System or the Plant, the loss of line pack due to contamination, and loss of business while purging and re-packing Processor's Pipeline System or the Plant and (b) in the event gas which is committed to Processor's Pipeline System or the Plant is commingled with the Committed Gas from Shipper which fails to meet the quality specifications provided herein, Shipper shall also be responsible for any and all Losses suffered or incurred by Processor due to claims from any other shipper on Processor's Pipeline System or at the Plant who can demonstrate to Processor's reasonable satisfaction that such shipper's gas was rejected or rendered "non-conforming" due to it being commingled with the Committed Gas that did not meet the specifications described in **ITEM 2.1**.
- 2.4 If Processor notifies Shipper at any time that the Committed Gas tendered at any Delivery Point does not conform with the quality specifications described in **ITEM 2.1** (excluding the specifications for hydrogen sulfide), then Shipper may bring such Committed Gas into conformity with such specifications within a reasonable period of time (immediately in those situations in which Processor notifies Shipper that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects Processor's ability to deliver into downstream pipelines), including the right to blend or pare gas delivered at a particular non-conforming Delivery Point with gas from one or more conforming Delivery Points such that effect of such blending is that the commingled gas conforms with the quality specifications, so long as Shipper's actions do not adversely affect (i) Processor's ability to operate the Plant or any portion of Processor's Pipeline System or (ii) the integrity of the Plant or any portion of Processor's Pipeline System. If Shipper fails to do so promptly after its receipt of such notification, Processor may, at its option and without limitation, (i) continue to accept the Committed Gas as delivered by Shipper without charging Shipper any type of fee, cost or expense for such off-spec Committed Gas, (ii) refuse to accept delivery of such Committed Gas pending the correction of the deficiency by Shipper, or (iii) take any action reasonably necessary to conform the Committed Gas with the quality specifications provided in **ITEM 2.1**, the cost of which shall be charged to Shipper hereunder. Absent exigent circumstance, before Processor takes any action under the immediately preceding sentence to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall

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notify Shipper of such intended action and the estimated cost thereof. After receiving Shipper's notification, Shipper shall immediately inform Processor whether Shipper authorizes Processor to conform the Committed Gas to those quality specifications. If Shipper elects not to treat the Committed Gas itself or does not allow Processor to treat the Committed Gas, or if Processor elects not to treat or blend the Committed Gas to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall, upon the written request of Shipper, permanently release from this Contract all non-conforming Natural gas. Notwithstanding this **ITEM 2.4**, Processor shall have the ongoing right to immediately shut off any Committed Gas with written notice to Shipper if Processor reasonably determines that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects downstream facilities or markets.

ITEM THREE PIPELINE CONNECTION

- 3.1 It is understood and agreed that Processor and Shipper, in accordance with **ARTICLE 5.1**, have decided, or will at a subsequent point in time decide, upon the location of the Delivery Point for each Well committed hereunder. In the event multiple Wells are located on a common drill pad, the Parties will establish a single Delivery Point ("SDP") for such Wells. Processor shall provide a meter site for the SDP at a mutually agreeable location determined by the Parties. If Shipper prefers another location, then it will be responsible for any incremental cost for Processor to connect to that site. If both Parties agree that the pad size or number of Wells drilled on it render a single site infeasible, the Parties shall mutually agree on the location and number of additional sites and SDP's. Shipper shall make the necessary connections from the drill pad to the meter site. Further, in the event a Contract Party (as defined in **ITEM 4.1** below) establishes another drill pad at or within 330 feet of an existing drill pad (edge of pad to edge of pad), Shipper will connect all Wells from the subsequent drill pad to the SDP on the existing meter site. However, Processor understands and agrees that in the event Shipper, in its sole and reasonable opinion, determines that circumstances exist that make it unacceptable to connect Wells from different drilling pads to the same SDP, Processor shall be obligated to establish a new SDP at the existing meter site in accordance with the terms described herein.
- 3.2 The Parties shall use the following process for connecting Wells to Processor's Pipeline System:
- (a) Promptly after Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, Processor will determine the anticipated length of right-of-way required to connect the Well to Processor's Pipeline System (at the Well pad or at a SDP as herein provided). If Processor determines that connecting the Well to Processor's Pipeline System requires three (3) miles of right-of-way or less, Processor will promptly proceed with commercially reasonable efforts to construct such pipelines and connect the Well to Processor's Pipeline System at its sole cost and

- (b) If Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, and Processor determines that the anticipated length of right-of-way to connect the Well to Processor's Pipeline System as provided in **ITEM 3.2(a)** will require the construction of a pipeline with more than 3 miles of right-of-way, Processor will evaluate whether the construction of such pipeline (an "Expansion Line") is commercially reasonable for Processor to undertake, taking into consideration any information provided by Shipper and Processor's expected financial returns with respect to such pipeline. If Processor does not notify Shipper, within 3 business days of receiving Shipper's notice that said Well is ready to be drilled, that Processor requests a meeting with Shipper (the "Expansion Meeting"), Processor will proceed with commercially reasonable efforts to construct the Expansion Line and connect it to the Well at Processor's sole cost and expense. If Processor requests an Expansion Meeting within such 3 business day period, the representatives of Shipper and Processor will discuss in good faith alternative Well connection methods.
- (c) If the parties are unable to agree on any alternative arrangements pursuant to **ITEM 3.2(b)** above, then Processor shall promptly provide Shipper, upon Shipper's written request, with a written release from this Contract insofar as it covers such Well, the Contractually Dedicated Area Interests covering such Well, and the Natural gas produced therefrom or attributable thereto.
- 3.3 In the event Shipper requests that any established Delivery Point be moved, Processor shall relocate such Delivery Point at Shipper's expense. Prior to performing the work to relocate any such Delivery Point, Processor shall provide Shipper with a detailed cost estimate acceptable to Shipper for the work to be performed. Upon completion, Processor shall invoice Shipper for the actual costs, not to exceed 110% of Processor's cost estimate.

ITEM FOUR FIELD EQUIPMENT

- 4.1 Subject to the terms of this Contract, with respect to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall contractually require that one or more owners of the Contractually Dedicated Area Interests in the Well ("Contracted Parties") furnish, install and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install and maintain such post-production equipment at the well site of such Well (such as a separator or a treater) between the wellhead of such Well and the first pipe connection to Processor's Pipeline System as is reasonably necessary for the proper, safe and efficient operation of such Well, as reasonably determined by such Contracted Parties in their sole discretion, and to enable Shipper to make delivery, or cause delivery to be made, of Committed Gas to such pipe connection to the Delivery Points.
- (a) Promptly after receiving a written request from Processor, Shipper shall require the applicable Contracted Parties to install a high-low shut-in device on those Contracted Parties' applicable facilities covered by this Contract which will shut

off deliveries of Committed Gas in the event those Contracted Parties' delivery pressure reaches or exceeds the Maximum Delivery Pressure, which may be reestablished by the Parties from time to time, or in the event Processor has, or the Contracted Parties have, a sudden drop in line pressure. Shipper shall contractually require all applicable Contracted Parties to annually test their respective high-low shut-in devices through which the Committed Gas flows.

- (b) Shipper shall furnish any information reasonably requested by Processor regarding any Contracted Parties' high-low shut-in equipment, or delivery lines through which the Committed Gas flows. Shipper shall contractually require Contracted Parties to maintain their respective production equipment at or in the vicinity of the Wells in good condition (ordinary wear and tear excepted) at all times in accordance with generally accepted prudent industry practices when producing Wells are connected to Processor's Pipeline System at any Delivery Point.
- (c) Upon reasonable notice to Shipper, Processor or Processor's Agent, at their respective sole risk and expense, shall have the right at all reasonable times to inspect and witness any test on any Contracted Parties' high-low pressure shut-in production equipment at or tied to any Well. In the event of an emergency or the failure of Shipper to regulate the deliveries of Committed Gas when reasonably requested by Processor, Processor or Processor's Agent shall have the right to require Shipper to require the applicable Contracted Parties to shut-off the flow of Committed Gas into Processor's Pipeline System until such emergency no longer exists or Processor begins such resumption of deliveries, as applicable, and Processor shall not be liable to Shipper for any damage that may result to the Wells or the Contracted Parties' equipment. If reasonably possible under the circumstances, Processor will notify Shipper of any action that Processor or Processor's Agent intends to take pursuant to the immediately preceding sentence before any such action is taken by Processor or Processor's Agent. If it is not reasonably possible for Processor to notify Shipper before Processor or Processor's Agent takes any such action, then Processor shall notify Shipper of such action promptly after taking such action.
- 4.2 All Condensate and drip liquids attributable to the Committed Gas accumulating in the drips, separators and/or lines from the respective Wells upstream or downstream of a Delivery Point shall belong to and be owned by Shipper.
- 4.3 In the event the oxygen content of the Committed Gas tendered at any Delivery Point does not conform with the quality specifications set forth in **ITEM 2.1** above, Shipper shall, at the request of Processor, procure and install (or cause to be procured and installed), at Shipper's expense, an oxygen analyzer and control device on Shipper's facilities covered by this Contract that will shut off deliveries of Committed Gas in the event the oxygen content of the Committed Gas tendered at any Delivery Points does not conform with the quality specifications set forth in **ITEM 2.1**. Shipper shall annually

test, or cause the owner of such facilities to annually test, such analyzer and control device to confirm its proper operation.

ITEM FIVE QUANTITY

- 5.1 Processor shall provide Gathering and Processing services to Shipper on a Firm Basis up to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date for Committed Gas. During the term hereof and as to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date, with regard to Committed Gas, Shipper shall have the highest priority of any shipper on Processor's Pipeline System and at the Plant and Shipper's capacity on Processor's Pipeline System and at the Plant shall not be prorated with respect to any other shipper unless required by applicable Law.
- 5.2 Subject to the other provisions of this Contract, Shipper shall deliver to Processor at the Delivery Points, and Processor shall receive from Shipper at the Delivery

Points, all of the Committed Gas produced from the Dedicated Area attributable to the Contractually Dedicated Area Interests as well as the Committed Gas delivered by Shipper to Processor pursuant to **ARTICLE 2.6**. Upon receipt of the Committed Gas at the Delivery Points, Processor shall Gather and Process, as applicable, the Committed Gas and redeliver to Shipper at the Redelivery Points all of the Residue Gas, Condensate, and NGLs attributable to the Committed Gas. Processor shall operate the Plant as a prudent operator in accordance with generally accepted natural gas industry Processing practices with the objective to maximize the recovery of NGLs attributable to the Committed Gas consistent with the terms and conditions of this Contract except for those periods of time where Shipper has elected to reject ethane in accordance with **ARTICLE 3.5**.

- 5.3 During any period when the capacity of Processor's Pipeline System or at the Plant is constrained to Gather, transport, treat, and/or Process all of the gas connected thereto, the volumes of Committed Gas subject to **ARTICLE 3.3** shall not be reduced by Processor prior to the reduction of other shippers' gas volumes unless required by applicable Law. Processor's failure to take said constrained volumes of Committed Gas shall not be deemed a breach of Processor's obligations hereunder.
- 5.4 In the event Processor, in its sole discretion, agrees to allow Shipper to deliver the Committed Gas hereunder "full wellstream," then in addition to the provisions set forth above in **ITEM 5.1** and notwithstanding the provisions of **ITEM 4.2**, Shipper may also deliver to Processor at the Delivery Points all liquids and any produced saltwater (or any similar nuisance liquids) attributable to Shipper from such Wells. Processor shall receive and handle all volumes of liquids and saltwater (or any similar nuisance liquids) attributable to Shipper pursuant to the terms herein and then redeliver to Shipper equivalent volumes of liquids and saltwater (and any similar nuisance liquids) at a mutually agreeable facility. Shipper shall then dispose of the liquids and saltwater at its sole cost and risk.

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- 5.5 The Parties recognize that certain quantities of gas and/or electricity will be used to fuel or power compression and treating equipment and for operational purposes, and that gas may be lost, gained, and/or unaccounted for on Processor's Pipeline System or at the Plant. Shipper shall provide Processor with its pro rata volumetric share of such fuel and gas lost, gained, and/or unaccounted for in-kind relative to all sources of gas into Processor's Pipeline System and at the Plant and Shipper shall reimburse Processor with its pro rata volumetric share of electrical power costs relative to all sources of gas into Processor's Pipeline System or at the Plant.
- 5.6 If at any time Processor is unable or fails for any reason to receive any quantity of Committed Gas available by Shipper under this Contract (absent Shipper's failure to deliver the Committed Gas to Gatherer), the affected quantity of Committed Gas made available by Shipper and not taken by Processor shall be temporarily released from this Contract. Shipper may, at its sole option and in addition to any other rights and remedies Shipper may have hereunder, at law or in equity, deliver all or any portion of the Committed Gas temporarily released from this Contract to an alternative pipeline or purchaser. This temporary release shall cease and Shipper shall resume delivery of the affected Committed Gas to Processor when Processor has notified Shipper that the cause of Processor's inability or failure to receive has been completely alleviated and Processor is ready, willing, and able to begin receiving the Committed Gas again. Upon the earlier of Shipper's receipt of Processor's notice or at such time when Shipper is legally or contractually able to do so (but in no event greater than 90 Days), Shipper shall resume deliveries to Processor.
- 5.7 Provided that Processor is able to meet its obligations to Shipper under the terms of this Contract, this Contract shall not preclude Processor from providing Gathering and Processing services to Third Parties.

ITEM SIX MEASUREMENT

- 6.1 The unit of volume for the measurement of Committed Gas shall be one (1) Cubic Foot of gas. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Committed Gas delivered hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision).
- 6.2 Processor or Processor's Agent shall own, install, maintain and operate Processor's Metering Facility located on Processor's Pipeline System at each Delivery Point and Redelivery Point. At each such Processor's Metering Facility, Processor or Processor's Agent will own, install, maintain and operate orifice meters or other measuring devices that meet accepted standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision). Processor or Processor's Agent may also install Electronic Flow Meters (EFM), which if installed, will be designed, installed, and operated in accordance with generally accepted prudent natural gas industry standards. Each such Processor's Metering Facility shall be so

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equipped with orifice meters, recording gauge, or other types of pneumatic or electronic meters or measuring devices of standard make and design commonly utilized in the natural gas industry in order to accomplish the accurate measurement of gas flowing through such equipment. Processor shall maintain all such meters, devices, gauges, and equipment in good operating condition in accordance with generally accepted prudent natural gas industry standards. Shipper will have access to Processor's metering equipment and information received from such metering equipment at reasonable hours. To the extent Shipper is contractually obligated to a Contracted Party, such Contracted Party will have access to any equipment and information if that Contracted Party's Committed Gas flows through said equipment. If a meter station is set up with a chart recorder, the changing of charts shall be done by Processor or Processor's Agent and Processor shall provide Shipper with a copy thereof upon reasonable request. The maintaining, calibrating and adjusting of all meters and related measurement facilities shall be done by Processor or Processor's Agent in accordance with generally accepted prudent natural gas industry standards and practices. The measuring stations located at any Redelivery Point may be installed, maintained and operated by a Third Party in conformity with the requirements provided in this **ARTICLE 6.2** and the Parties agree that the volume, quality, Gross Heating Value, and specific gravity determined by such Third Party in accordance with this Contract shall be utilized in this Contract as if determined by Processor or Processor's Agent hereunder.

- 6.3 Shipper or any applicable Contracted Party may, at its option and expense, install a check meter or meters at any or all Delivery Points for the purpose of checking Processor's or Processor's Agent's metering equipment. Any such check meter shall be installed in such a way so as not to interfere with the operations of Processor's Pipeline System or the Plant. The operating, maintaining, calibrating and adjusting of such check meters and related measurement equipment shall be performed or caused to be performed by Shipper or such Contracted Party in accordance with generally accepted prudent natural gas industry standards and practices.
- 6.4 When chart measurement is used, the temperature of the Committed Gas shall be the arithmetical average of the hourly temperatures accurately recorded during each day by Processor or Processor's Agent. The temperature of the Committed Gas flowing through the meter shall be determined by the use of a temperature measuring device operated in accordance with generally accepted prudent natural gas industry standards and installed immediately downstream of the meter so that it will accurately record the temperature of the Committed Gas flowing through the meter. If a temperature measuring device is not available at any Delivery Point, the average temperature from other temperature measuring devices in the Processor's Pipeline System, which are in reasonably close vicinity to such Delivery Point will be used.
- 6.5 Processor or Processor's Agent shall, at each Delivery Point, Redelivery Point, or any other measurement point where such measured quantities are used in the allocation of system fuel and/or losses, calibrate the meters and instruments, in accordance with generally accepted prudent industry practices, and obtain a representative spot or composite sample on a frequency to be reasonably determined by Processor in

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accordance with generally accepted prudent natural gas industry practices, but not less often than twice each year or more frequently as required under applicable Law.

- 6.6 The computation from fractional analysis of samples of Committed Gas, as provided for in **ITEM 6.5**, will be used to determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas samples. The computations so determined will be used for quality tests and in calculating Committed Gas deliveries as described in **ITEM 6.7** below with the first day of the month during which the sample is taken.
- 6.7 The Gross Heating Value of the Committed Gas will be determined by Processor or Processor's Agent by taking samples, as provided for in **ITEM 6.5**, at Processor's Metering Facilities. Processor will obtain a representative spot or composite sample of Committed Gas delivered at each Delivery Point or Redelivery Point. Processor will determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas to conform to Gas Processors Association Standards GPA 2166, GPA 2261, and GPA 2172, and any supplements and revisions thereto. For all purposes hereunder, including, pricing and payment, the Gross Heating Value of and the number of Btus contained in the Committed Gas shall mean, and be measured in terms of, the gross number of Btus that would be contained in the volume of such Committed Gas when saturated with water at the pressure and temperature as defined in the Cubic Foot of gas herein. The Btus contained in hydrogen sulfide or other non-hydrocarbon components shall be excluded in any calculation of the number of Btus contained in the Committed Gas under this Contract.
- 6.8 Each Party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjustment performed in connection with the other Party's measuring equipment. The records involving measuring equipment shall remain the property of their owner, but upon request each Party agrees to submit to the other its records and charts, together with calculations made therefrom subject to return within fifteen (15) days after receipt thereof by the Party owning them. EFM data and charts shall be kept on file for a period of at least two (2) years.
- 6.9 Samples shall be taken, as provided for in **ITEM 6.5**, by Processor or Processor's Agent to determine compliance with the gas quality specifications in **ITEM 2.1**. Each Party as well as any applicable Contracted Party (to the extent such Contracted Party has such right) shall have the right to be present at the time such samples are taken. Processor or Processor's Agent shall give Shipper no less than five (5) days prior notice of such tests.
- 6.10 As provided for in **ITEM 6.5**, each Party (at its sole expense) shall calibrate the meter and instruments installed by it or cause the same to be calibrated, all in accordance with generally accepted prudent natural gas industry standards and practices. Each Party shall give the other Party no less than five (5) days prior notice of such tests so that the latter may, at its election, be present in person or by its representative to observe adjustments (if any) which are made. For the purpose of measurement and meter calibration, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

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- 6.11 Each Party shall have the right at any time and from time to time to challenge the accuracy of any measurement equipment used by the other Party in connection with this Contract. If the percentage of inaccuracy upon any test of the measurement equipment is greater than two percent (2%) of the corrected quantity, the registration thereof and any payment based upon such registration shall be corrected at the rate of such inaccuracy for any period of inaccuracy which is reasonably determinable or agreed upon. If the period is not reasonably determinable or agreed to, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, not to exceed ninety (90) days. Following any test, any measurement equipment found to be inaccurate shall be adjusted or repaired to measure accurately, or replaced if such adjustment is not successful. If for any reason any meter is out of service or out of repair so that the quantity of Committed Gas delivered through such meter cannot be accurately ascertained or computed from the readings thereof, the quantity of Committed Gas so delivered during such period shall be estimated and agreed upon by the Parties upon the basis of the best available data, using the first of the following methods which, under the circumstances, is most feasible:
- (a) by using the registration of any check measuring equipment of Shipper or the applicable Contracted Party, if installed and registering accurately;
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
 - (c) by estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the equipment was registering accurately.

ITEM SEVEN SETTLEMENT SUPPORT AND PAYMENT

- 7.1.1 As soon as is reasonably practicable, but no later than the fifth (5th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper with any and all applicable Plant NGL pipeline tickets, Plant monthly production report summaries (showing production inventory activity, etc.), and local Plant NGL deliveries by component, where applicable.
- 7.1.2 As soon as is reasonably practicable, but no later than the twelfth (12th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper an electronic file containing each Well's Delivery Point volumes in Mcf (including Btu factors for saturated), GPMs and Mol percentages by component, and any other data necessary for the settlement statement allocations as described in **ARTICLE 3**.
- 7.1.3 Upon the receipt by Processor of any plant settlement statement(s) from Processor (with regard to a gas processing plant other than the Plant), an affiliate of Processor or Processor's Agent concerning the Committed Gas that is Gathered and/or Processed by such Third Party on behalf of Processor hereunder, Processor shall immediately forward and provide Shipper copies of such support, where applicable.

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- 7.1.4 As soon as is reasonably practicable, but no later than the twenty-fifth (25th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper a statement for the preceding month accurately and completely depicting the Gathered Volume, the Processed Volume and all information necessary for the calculation thereof; the quantities of Committed Gas (in Mcf and MMBtu) received; any amounts due pursuant to **ARTICLE 3.3** and all information necessary for the calculation thereof (provided, however, that any payment and related information pertaining to **ARTICLE 3.3** shall be due the month following the applicable calendar quarter in which the calculation was made taking into consideration any period of time for make-up volumes of Committed Gas); any applicable fees, the taxes contemplated in **ITEM 9.3**, and/or payments; electronic files supporting the settlement statement allocations as described in **ARTICLE 3** containing a summary and detail by Delivery Point of the various allocations for NGLs, Condensate, Residue Gas, fuel, and any other allocated volumes for both the Plant and for gas offloaded to Third Party plants and pipeline systems; amount of Condensate, NGLs, and Residue Gas produced and redelivered incident to this Contract; and the total amount due Processor for such production Month. Shipper shall pay Processor the amount on said statement on or before the last Day of the Month following the applicable production Month. If a Party fails to pay any undisputed amount due hereunder on or before such payment become delinquent, then interest shall accrue at a per annum rate of interest equal to the lower of: (i) the maximum lawful rate or (ii) the then effective London Inter/Bank Offering Rate (LIBOR) rate plus six (6) percent.

- 7.2 As between Shipper and Processor, Shipper shall make proper settlement and accounting to the applicable Contracted Party or all the owners of interest in the proceeds from the sale of Committed Gas, including royalty, overriding royalty and production payment interest owners, to which Shipper is contractually or otherwise legally obligated to make.
- 7.3 In the event an error is discovered by either Processor or Shipper in any statement, invoice or payment, such error shall be adjusted within thirty (30) days of the determination thereof; provided that a written claim therefore shall have been received and made within twenty-four (24) months from the date of such statement or payment in error.
- 7.4 Processor and Shipper shall each have the right to examine at all reasonable times and locations the books, records, ledgers, and charts of the other to the extent necessary to verify or audit the accuracy of any payment, statement, invoice, bill, chart, or computation made under or pursuant to this Contract but only for such purposes.
- 7.5 Processor and Shipper shall preserve for a period of at least two (2) years all test data, meter records, charts and other similar records generated or made under this Contract.

**ITEM EIGHT
FORCE MAJEURE**

- 8.1 In the event either Party is unable wholly or in part by "Force Majeure" as defined in **ITEM 8.2**, to carry out its obligations under this Contract, other than payment of sums of money, it is agreed that on such Party giving notice and full particulars of such Force

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Majeure by telephone (as soon as reasonably possible) and confirmed in writing to the other Party after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, from its inception, shall be suspended during the continuance of any inability so caused, but for no longer period. Said cause shall be, as far as reasonably possible, remedied with all reasonable dispatch. Upon the closure, completion, or extinguishment of a Force Majeure event declared hereunder, the Party claiming Force Majeure shall immediately provide the other Party with written notice of said closure, completion, or extinguishment.

- 8.2 The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts, or other material industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, either federal, state or tribal, inability of any Party to obtain necessary materials, supplies, or permits due to existing or future Laws, interruption or curtailment of firm transportation or firm storage by Third Parties, interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, the necessity for making repairs or alterations or the performance of tests to machinery or lines of pipe, freezing of lines of pipe, partial or entire failure of Wells, irrespective of whether such Wells or machinery or lines of pipe are operated by either of the Parties, and any other causes whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. The term Force Majeure shall also include the inability to acquire, or the delays in acquiring, necessary permits, right-of-way, easements or licenses required to enable a Party to fulfill its obligation hereunder if such Party exercised its commercially reasonable and diligent efforts to acquire same.
- 8.3 The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above-requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

**ITEM NINE
TAXES**

- 9.1 Shipper shall pay, or cause to be paid, all taxes and assessments levied and imposed under applicable Law upon the Committed Gas except as otherwise specifically provided in this **ITEM NINE**. Subject to **ITEM 9.3** below, neither Party shall be responsible nor liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of this Contract.

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- 9.2 Shipper shall make, or cause to be made, all reports required by applicable Law with respect to gross production or severance taxes applicable to the Committed Gas, unless Processor has such obligation under applicable Law.
- 9.3 (a) Notwithstanding anything contained in this Contract, if any regulatory body having proper jurisdiction over the Processor's Pipeline System or the Plant imposes any new Laws ("Regulatory Change(s)") which requires Processor to pay any fee, tax, assessment, charge, or other cost on the carbon, greenhouse gases, or Btu content of the Committed Gas or Residue Gas or NGLs associated therewith (collectively, "Carbon Fee") and such Regulatory Changes do not require any modification or alteration to either the Plant or Processor's Pipeline System, then Processor shall have the right to recover from Shipper the actual Carbon Fee attributable to the Committed Gas and Residue Gas and NGLs associated therewith resulting from such Regulatory Changes. Processor may invoice Shipper monthly for the Carbon Fee that Processor reasonably believes that it will incur associated with the Regulatory Changes. If Processor invoices Shipper for such costs, Shipper shall pay Processor the amount invoiced within thirty (30) days from receipt thereof. Processor shall adjust the estimated costs of the Carbon Fee to the actual costs of the Carbon Fee when such actual costs are available and shall adjust its invoicing (or netted amounts as the case may be) to Shipper to reflect the actual costs of the Carbon Fee incurred by Processor. The difference between the estimated costs invoiced by Processor and the actual costs associated with the Regulatory Changes will bear interest at the rate described in **ITEM 11.6(j)** herein and will accrue interest from the dates billed or withheld and such difference and accrued interest will be payable to the party to whom it is owed within ten (10) business days following receipt of an invoice for such amounts from such Party.
- (b) In the event Processor is required by applicable Law to pay any Carbon Fee as a result of any Regulatory Changes and if any of those Regulatory Changes require a modification, change, or alteration of the Plant or Processor's Pipeline System in order to comply therewith, then Processor and Shipper shall amend this Contract to permit Processor to recover the actual costs incurred by Processor to comply with those Regulatory Changes insofar as attributable to the Committed Gas (and Residue Gas and NGLs associated therewith). The Parties shall negotiate in good faith to agree upon such amendment to this Contract that will permit recovery by Processor for all such costs. In the event the Parties cannot agree upon such an amendment incorporating the foregoing within sixty (60) days from the date Processor becomes obligated to make payment, then all disputed issues associated with the proposed amendment shall be subject to resolution in accordance with the provisions of **ITEM 11** herein. Upon reaching a resolution, whether by mutual agreement or **ITEM 11**, such resolution will retroactively apply to the Contract as of the date those Regulatory Changes became effective without the necessity of a formal written amendment to this Contract.

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**ITEM TEN
MISCELLANEOUS**

- 10.1 **LIMITATION OF LIABILITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2** HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS CONTRACT OR THE BREACH THEREOF UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES EACH OTHER AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), FAULT, OR LIABILITY WITHOUT FAULT.
- 10.2 **RIGHT OF WAY:** Processor shall be solely responsible for all costs and expense regarding the acquisition of land rights, easements, rights-of-way necessary to perform its obligations hereunder. If Processor has used commercially reasonable efforts (which shall not be deemed to include exercising powers of eminent domain) to acquire but failed to secure said land rights and Shipper is able to do so, then to the extent it may contractually or lawfully do so under any of the Contractually Dedicated Area Interest without impairing its own similar rights, Shipper will grant to Processor the right of ingress and egress, and the right to lay and maintain pipeline and communication lines and to install any other necessary equipment on and across the lands covered by each Contractually Dedicated Area Interest subject to this Contract when such pipeline, communication line, and other equipment is necessary in the performance of this Contract. Processor shall notify Shipper (who will promptly notify the applicable Contracted Party) before laying or installing any pipeline, line or equipment to enable the Parties to determine the extent of Processor's rights, if any, to perform such activity or operation. Processor shall comply with all applicable terms and provisions of the instruments creating or granting the Contractually Dedicated Area Interest, and applicable Law insofar as pertaining to the rights granted to and exercised by Processor in this **ITEM 10.2**. All lines and other equipment placed by Processor on said lands shall remain the personal property or fixtures, as classified by applicable Law, of Processor, and, subject to the terms of this Contract, the instruments creating or granting the Contractually Dedicated Area Interest and applicable Law, may be removed by Processor at any time with at least five (5) days prior written notice to Shipper (who will promptly notify the applicable Contracted Party).
- 10.3 **TITLE, POSSESSION, AND INDEMNITY:** As between the Parties, Shipper shall be in control and in possession of the Committed Gas delivered hereunder and responsible for any damages or injuries caused thereby until the same shall have been delivered to Processor at the Delivery Points and received from Processor at the Redelivery Points, except injuries and damages which shall be occasioned by the negligence or willful

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misconduct of Processor. After receipt of the Committed Gas at the Delivery Points and until redelivery of same to Shipper at the Redelivery Points, Processor shall be deemed to be in exclusive control and possession thereof and responsible for any damages or injuries caused thereby, except injuries and damages (i) which shall be occasioned by the negligence or willful misconduct of Shipper or (ii) as described in **ITEM 2.3**. Title to the Committed Gas and its associated Residue Gas, Condensate and NGLs shall remain with Shipper. In the event of any dispute, question, or litigation at any time regarding Shipper's right to Gather, Process, or market any of the Committed Gas hereunder, Processor shall be entitled to suspend its performance hereunder until such dispute, defect, or question is corrected or removed to Processor's reasonable satisfaction or Shipper furnishes Processor with a corporate undertaking designed to hold Processor harmless.

- 10.4 **WAIVER OF BREACH:** The waiver by either Party of any of its rights or any breach of the provisions of this Contract shall not constitute a continuing waiver of those rights or other breaches of the same or other provisions of this Contract.
- 10.5 **REGULATORY BODIES:** This Contract and all operations hereunder are subject to all applicable Laws; provided, however, nothing contained herein shall be construed as a waiver of any right of any Party to question or contest any such Law.
- 10.6 **INTRASTATE:** Shipper represents and warrants that the Committed Gas hereunder is deregulated pursuant to the Natural Gas Wellhead Decontrol Act of 1989. Each Party represents and warrants to the other that the Committed Gas delivered hereunder will not have been and will not be sold or resold, transported, commingled, used or consumed in interstate commerce in such a manner that would subject the Committed Gas, this Contract, either Party, their designees, or the facilities of either Party or their designees to the jurisdiction or regulation under the Natural Gas Act of 1938, as amended. If either Party breaches or threatens to breach this representation and warranty, the other Party shall have the right to terminate this Contract immediately in addition to any other rights and remedies it may have under the provisions hereof or at law or in equity.
- 10.7 **CHOICE OF LAW AND INTERPRETATION:** This Contract shall be governed by and interpreted in accordance with the Laws of the State of Oklahoma without regard to the conflicts of law. The captions or headings preceding the various parts of this Contract are inserted and included solely for conveniences and shall never be considered or given any effect in construing this Contract or any part of this Contract, or in connection with the intent, duties, obligation, or liabilities of the Parties. This Contract was prepared by the Parties and not by any Party to the exclusion of one or the other.
- 10.8 **ASSIGNMENT:** This Contract and the rights and obligations under it may be assigned and delegated by a Party only with the prior written consent of the other Party where such consent shall not be unreasonably withheld. All covenants, stipulations, terms, conditions, and provisions of this Contract shall extend to, inure to the benefit of and be binding upon the respective successors, assigns, and representatives in bankruptcy of the Parties. Any complete or partial assignment of by Shipper of any of its Contractually

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Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under this Contract. No conveyance or transfer of any Contractually Dedicated Area Interests by Shipper or the transfer by any owners of any royalty, overriding royalty or production payments shall be binding upon Processor until Processor has been furnished notice thereof, including such conveyance or transfer, and letter in lieu or transfer order signed by the grantor or assignor, or an acceptable division order signed by the grantor or assignor, all to the reasonable satisfaction of Processor.

- 10.9 **FINALITY OF PAYMENT:** Notwithstanding any other provision of this Contract, any statement and payment thereunder shall be deemed final as to both Processor and Shipper unless the information contained on the statement is questioned in writing within two (2) years after payment thereof has been received.
- 10.10 **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties, and there is no other agreement between the Parties, either oral or written, concerning the Dedicated Area. This Contract supersedes and replaces, in entirety, any and all prior agreements, if any, between the Parties or their predecessors in interest for the transportation, Gathering, compression, handling and/or Processing of the Committed Gas from or attributable to the Contractually Dedicated Area Interests.

- 10.11 **COUNTERPART EXECUTION:** This Contract may be signed in counterparts and shall be fully effective regardless of whether both the Parties signed the same counterpart, provided that each Party signs at least one (1) or more such counterparts.
- 10.12 **AMENDMENT:** Any amendment to this Contract shall not be valid unless it is agreed to in writing and signed by a duly authorized officer or agent of each Party.
- 10.13 **CONFIDENTIALITY:** Each Party agrees that it will maintain the terms and provisions of this Contract (“Confidential Information”) in strictest confidence and that it will not cause or permit disclosure of those terms to any Third Party without the express written consent of the other Party. Disclosures otherwise prohibited by this **ITEM 10.13** may be made by either Party to the extent: (1) necessary for a Party to enforce its rights hereunder against the other Party, (2) a Party is contractually or legally bound to disclose Confidential Information hereunder to a Third Party, (3) a Party is required to disclose all or part hereof by applicable Law, including by a court, agency, or other governmental body exercising jurisdiction over the subject matter hereof, by order, by regulation or by other compulsory process (including, but not limited to, deposition, subpoena, interrogatory, or request for production of documents), (4) necessary to effectuate the transportation of the Committed Gas, Residue Gas or NGLs, (5) any prospective purchaser of either Party and/or the assets and facilities utilized by either Party in performing their respective obligations hereunder, or (6) its affiliates and the directors, officers, employees, partners, members, managers, owners, attorneys, agents, lenders, advisors, consultants and contractors of such Party and its affiliates who have a “need to know” (“Representative”). Notwithstanding the foregoing, a Party disclosing Confidential Information hereunder to Third Parties or Representatives pursuant to any

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one of the aforementioned exceptions shall instruct such Third Parties and Representatives of its confidential nature and of the obligation to keep the Confidential Information secret and confidential. Such Party disclosing Confidential Information to Third Parties or Representatives shall be liable to the other Party for any breach by such Third Parties and Representatives of these confidentiality obligations.

- 10.14 **INDEMNITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2.3**, PROCESSOR SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD SHIPPER HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY SHIPPER RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF PROCESSOR, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER’S RESIDUE GAS AND NGLS WHILE THE SAME IS IN THE CUSTODY AND/OR CONTROL OF PROCESSOR, AND (III) PROCESSOR’S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF SHIPPER’S FACILITIES DURING THE TERM HEREOF. SHIPPER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD PROCESSOR HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PROCESSOR RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF SHIPPER, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER’S RESIDUE GAS AND NGLS WHILE THE SAME IS IN CUSTODY AND/OR CONTROL OF SHIPPER, (III) SHIPPER’S FAILURE TO MEET THE GAS QUALITY SPECIFICATIONS IN **ITEM 2**, AND (IV) SHIPPER’S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF PROCESSOR’S FACILITIES DURING THE TERM HEREOF. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY, PROTECT, DEFEND, OR HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST LOSSES TO THE EXTENT SUCH LOSSES RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.
- 10.15 **PAYMENTS:** As between Shipper and Processor, Shipper shall have the sole and exclusive obligation and liability for the payment of all persons due any proceeds derived from the Committed Gas, Residue Gas, Condensate, and NGLs (including all constituents and products thereof) delivered under this Contract. In no event shall Processor have any obligation to those persons due any of those proceeds of production attributable to any such gas (including all constituents and products thereof) delivered under this Contract. **Shipper shall indemnify, defend, and save Processor harmless from all Losses arising from and out of claims of any or all Third Parties with respect to those payments described in this ITEM 10.15.**

ITEM ELEVEN DISPUTE RESOLUTION PROCEDURES

- 11.1 **Negotiation** — In the event that any dispute arises related to this Contract including any alleged non-performance or breach of any provision of this Contract by a Party, or any disagreement concerning the meaning of any provision of this Contract or any disagreement concerning any action taken or failed to be taken under this Contract (a “Dispute”), the Parties shall first seek to resolve any Disputes by negotiation between managers of each who have authority to settle the controversy.

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- 11.2 **Notification.** When a Party believes there is a Dispute relating to the Contract, the Party will give the other Party notice of the Dispute providing sufficient detail for the recipient to understand the provider’s position and the legal and contractual basis for it.
- 11.3 **Meeting Among Managers.** The managers shall meet at a mutually acceptable time and place within thirty (30) days after the receipt of the notice to exchange relevant information and to attempt to resolve the Dispute. The managers may involve a third-party mediator, if they so choose. If a manager intends to be accompanied at a meeting by legal counsel, the other Party’s manager shall be given at least three (3) business days’ notice of such intention and may also be accompanied by legal counsel.
- 11.4 **Confidentiality.** All negotiations concerning the Dispute shall be confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.
- 11.5 **Tolling.** A Party’s receipt of any notice of the Dispute shall immediately toll the running of all statutes of limitation relating to the matters in Dispute, which statutes shall remain suspended for forty-five (45) days from and after the recipient’s receipt of that notice.
- 11.6 **Arbitration.** If a Dispute has not been resolved within the period described in **ITEM 11.5**, then either Party may provide the other Party with notice to initiate arbitration proceedings, which proceedings shall be conducted as provided in this **ITEM 11.6**.
- (a) **Scope/Final and Binding** — Any Dispute (including any controversy or claim) of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to this Contract, the relationship of the Parties, the obligations of the Parties or the operations carried out under this Contract, including any Dispute as to the existence, validity, construction, interpretation, negotiations, performance, non-performance, breach, termination, or enforceability of this Contract including the applicability and enforceability of this **ITEM 11**, shall be settled through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes between the Parties relating to the Contract. Initiation of arbitration shall toll the running of all statutes of limitation relating to the matters in Dispute.
- (b) **Institutional Arbitration** — The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) as in effect on the date of commencement of the arbitration proceeding, except as modified herein.
- (c) **Number of Arbitrators** — If the amount in Dispute involves less than \$2 million, exclusive of interest and costs, then the arbitration shall be conducted and finally settled by a sole arbitrator. If the amount in Dispute, exclusive of interest and costs, is \$2 million or more, if the amount in Dispute is unknown, or if relief other

than damages is sought, then the arbitration shall be conducted and finally settled by the majority vote of three (3) arbitrators.

- (d) **Method of Selecting Arbitrators** — If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the Parties. If the Parties fail to agree on the arbitrator within thirty (30) days after the initiation of the arbitration, then the AAA shall appoint the arbitrator. If the arbitration is to be conducted by three (3) arbitrators, each Party shall within fifteen (15) days after initiation of the arbitration select one (1) arbitrator, and these two (2) arbitrators shall select a third (3rd) presiding arbitrator. If the two (2) Party-appointed arbitrators fail to agree on the third (3rd) arbitrator within fifteen (15) days after the appointment of the later of the two, then the third (3rd) arbitrator shall be appointed by the AAA.
- (e) **Place of Arbitration** — Unless otherwise agreed by the Parties, the situs of the arbitration under this Contract shall be Oklahoma City, Oklahoma.
- (f) **Qualifications and Conduct of the Arbitrators** — All arbitrators, no matter how selected, shall be and remain at all times wholly independent, unbiased and impartial and shall provide the Parties with a statement that they shall decide the case impartially.
- (g) **Interim Measures** — The arbitrators, or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators are unable to be involved in a timely fashion, may grant interim measures including injunctions, attachments and conservation orders in appropriate circumstances, which measures the Parties agree may be immediately enforced by the arbitrators or by a court of competent jurisdiction. Notwithstanding the requirement for negotiation, prior to the constitution of the arbitration tribunal and thereafter as necessary to enforce the arbitrators' rulings or in the absence of the jurisdiction of the arbitrators to rule on interim measures in a given jurisdiction, any Party may apply to a court of competent jurisdiction for interim measure, and the Parties agree that seeking and obtaining such measures shall not waive the right to arbitration. Furthermore, notwithstanding the above provisions regarding negotiation, if either Party deems that time is of the essence in resolving the dispute, it may initiate arbitration and seek interim measures, as provided herein, and then comply with the requirements for negotiations as long as they are fully completed before the commencement of the final hearing on the merits in the arbitration proceeding.
- (h) **Waiver of Appeals** — To the extent permitted by applicable Law, any right to appeal from or to cause a review of any arbitral award by any court is hereby waived by the Parties.
- (i) **Costs and Attorneys' Fees** — The arbitral tribunal is authorized to award costs and attorneys' fees or allocate them between the Parties, and the costs of the

arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.

- (j) **Interest** — Any award may include interest from the date of any breach or violation of this Contract, as determined by the arbitral award, and from the date of the award until paid in full. Interest shall be awarded at the rate stated in **ITEM 7.1**.
- (k) **Punitive Damages** — Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded in connection with any Dispute.

EXHIBIT "A"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

DEDICATED AREA

The Dedicated Area is comprised of the following counties in the State of Oklahoma:

1. Caddo
2. Canadian
3. Grady
4. Washita
5. Blaine except for the following townships and ranges:
 - a. 15N-13W
 - b. 16N-13W
 - c. 17N-12W
 - d. 17N-13W
 - e. 18N-12W
 - f. 18N-13W
6. Custer except for the following townships and ranges:
 - a. 15N-14W
 - b. 15N-15W
7. Dewey except for the following townships and ranges:
 - a. 16N-14W
 - b. 16N-15W
 - c. 17N-14W
 - d. 17N-15W
 - e. 17N-16W

- f. 18N-14W
- g. 18N-15W
- h. 18N-16W

EXHIBIT "B"
TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014

REDELIVERY POINTS — COMMITTED GAS*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Oneok Gas Transportation, LLC	Cana Plant	2010020	12-12N-09W	Canadian Co., OK
Enable Oklahoma Interstate Transmission, LLC	Devon Cana-L108	34144	12-12N-09W	Canadian Co., OK
Enable Oklahoma Interstate Transmission, LLC	Devon Cana-L298	98191	12-12N-09W	Canadian Co., OK
DCP Midstream, LP	Devon HP CDP (non-residue gas)	716669	8-14N-11W	Blaine Co., OK
Enable Gathering & Processing LLC	Ruby-L235 CRP (non-residue gas)	34032	15-13N-09W	Canadian Co., OK
Mustang Gas Products, LLC	Renbarger 31-H CDP (non-residue gas)	590003	31-14N-09W	Canadian Co., OK
Enable Gathering & Processing LLC	Kappus CDP (non-residue gas)	33857	23-12N-10W	Canadian Co., OK
Enable Gathering & Processing LLC	Creek CDP (non-residue gas)	34442	13-12N-12W	Caddo Co., OK
Enable Gathering & Processing LLC	Emma Grace CDP (non-residue gas)	33825	20-12N-10W	Canadian Co., OK
Enable Gathering & Processing LLC	Roer CDP (non-residue gas)	33899	08-13N-09W	Canadian Co., OK
Enable Gathering & Processing LLC	Mills CDP (non-residue gas)	33856	11-12N-11W	Canadian Co., OK
Enable Gathering & Processing LLC	Carnahan CDP (non-residue gas)	34168	15-12N-11W	Caddo Co., OK
DCP Midstream, LP	Rafter J CDP (non-residue gas)	716611-00	05-11N-08W	Canadian Co., OK

DCP Midstream, LP	Bingham CDP (non-residue gas)	716539-00	27-13N-11W	Blaine Co., OK
DCP Midstream, LP	Gravett CDP (non-residue gas)	716593-00A	26-13N-12W	Blaine Co., OK

*As well as any other Redelivery Points for Residue Gas not listed above that may exist as of the Effective Date.

REDELIVERY POINTS — NATURAL GAS LIQUIDS*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Oneok Gas Transportation, LLC	Devon Energy Cana	547	12-12N-09W	Canadian Co., OK

*As well as any other Redelivery Points for Natural Gas Liquids not listed above that may exist as of the Effective Date.

REDELIVERY POINTS — CONDENSATE*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Plains Pipeline	Cana Plant	1	12-12N-09W	Canadian Co., OK
Truck sales	Cana Plant	NA	12-12N-09W	Canadian Co., OK
Truck sales	Ruby Compressor Station	NA	13-13N-10W	Canadian Co., OK
Truck sales	Pearl Compressor Station	NA	32-15N-12W	Blaine Co., OK
Truck sales	Silver Compressor Station	NA	20-9N-09W	Blaine Co., OK
Truck sales	Opal Compressor Station	NA	27-13N-11W	Blaine Co., OK
Truck sales	Diamond Compressor Station	NA	17-11N-08W	Canadian Co., OK

*As well as any other Redelivery Points for Condensate not listed above that may exist as of the Effective Date.

EXHIBIT "C"
TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014

SHORT FORM MEMORANDUM

MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT

THIS MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT (this "Memorandum") is entered into this 7th day of March, 2014 but effective as of the 1st Day of March, 2014 ("Effective Date") by and between **DEVON GAS SERVICES, L.P.** ("Shipper"), with an address of 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102-5015, and **ENLINK MIDSTREAM SERVICES, LLC**, with an address of 2501 Cedar Springs Road, Dallas, TX 75201 ("Processor"). Shipper and Processor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Shipper and Processor entered into that certain Gas Gathering and Processing Contract dated March 7, 2014 (the "Contract") but made effective as of the Effective Date, pursuant to which Processor will provide certain gas Gathering and Processing services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Contract; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of various counties located in the State of Oklahoma, to give notice of the existence of the Contract and certain provisions contained therein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice. Notice is hereby given of the existence of the Contract and all of its terms, covenants and conditions to the same extent as if the Contract was fully set forth herein. Certain provisions of the Contract are summarized in Sections 2 through 5 below.
2. Term. The Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter or as otherwise provided for in the Contract until terminated by either Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate the Contract

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at least 180 Days prior to the end of the Initial Term or any subsequent extension term or (ii) as otherwise provided for in the Contract.

3. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Contract and the other terms and conditions of the Contract, Shipper has exclusively dedicated and committed for Gathering and Processing, and has agreed to deliver, or cause to be delivered, to Processor all of the Committed Gas attributable to its Contractually Dedicated Area Interests located within the area described in Schedule 1 attached hereto and incorporated herein (the "Dedicated Area").
4. Covenant Running with the Contractually Dedicated Area Interests. So long as the Contract is in effect, the dedication in the Contract shall be a covenant running with the Contractually Dedicated Area Interests and, subject to the exceptions and reservations set forth in the Contract, any complete or partial assignment of by Shipper of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under the Contract.
5. No Amendment to Contract. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Contract in any way.

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IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the day first above written.

ENLINK MIDSTREAM SERVICES, LLC

By: _____
Darryl G. Smette
Executive Vice President

DEVON GAS SERVICES, L.P.

By: _____
Susan E. Alberti
Senior Vice President

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ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on 7th day of March, 2014 by Darryl G. Smette, Executive Vice President of ENLINK MIDSTREAM SERVICES, LLC, a Texas limited liability company, on behalf of such entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 7th day of March, 2014, by Susan E. Alberti, Senior Vice President of DEVON GAS SERVICES, L.P., a Texas limited partnership, on behalf of said entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

**Schedule 1 to
Memorandum of Gas Gathering And Processing Contract**

DEDICATED AREA

The Dedicated Area is comprised of the following counties in the State of Oklahoma:

1. Caddo
2. Canadian
3. Grady
4. Washita
5. Blaine except for the following townships and ranges:
 - a. 15N-13W
 - b. 16N-13W
 - c. 17N-12W
 - d. 17N-13W
 - e. 18N-12W
 - f. 18N-13W
6. Custer except for the following townships and ranges:
 - a. 15N-14W
 - b. 15N-15W
7. Dewey except for the following townships and ranges:
 - a. 16N-14W
 - b. 16N-15W
 - c. 17N-14W
 - d. 17N-15W
 - e. 17N-16W
 - f. 18N-14W
 - g. 18N-15W
 - h. 18N-16W

EXHIBIT "D"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

Pursuant to **ARTICLE 3.6** of the Contract, at any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas which Shipper will utilize for its gas lift system and/or other equipment or systems ("System") to facilitate production from such Wells. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions as set forth below:

I.

From time to time during the term hereof, the services contemplated herein and provided by Processor to Shipper shall only be eligible for those existing and/or future Wells owned or controlled by Shipper which are located within the Dedicated Area.

II.

Processor shall design and install regulating and measurement equipment (hereinafter referred to as the "Facilities" and as further described in this Article II) required in establishing a point at which gas can be delivered from Processor's Pipeline System to Shipper for use in the operation of a System at each Well ("Lease Delivery Point"). Each Lease Delivery Point shall be located at the Delivery Point for each Well on Processor's Pipeline System. Such Facilities shall consist of appropriately sized metering facilities (meter run, EFM and communications equipment) and auxiliary facilities. Shipper shall reimburse Processor a one-time charge of \$*** for each of the new Facilities, to be paid by Shipper to Processor within thirty (30) days of receipt of invoice. Processor will own, operate and maintain, or cause to be operated and maintained, the Facilities and Shipper shall pay to Processor a monthly fee \$*** for each Lease Delivery Point provided by Processor under this Agreement.

Notwithstanding the foregoing, Shipper hereby authorizes Processor to establish a temporary point at which gas can be delivered from Processor's Pipeline System to Shipper for use on a short-term basis in operation of a System at each Well. Processor may design and install portable regulating and measurement equipment (hereinafter referred to as the "Portable Facilities") at said temporary point. Prior to the installation of Portable Facilities, Shipper shall notify a representative of Processor at least three (3) days prior to such installation. Notice shall be made in any manner provided in the Contract as well as through telephonic or email communication. Each temporary Lease Delivery Point shall be located at the Delivery Point for

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each Well on Processor's Pipeline System. Such Portable Facilities shall consist of a complete portable meter system (meter tube, EFM, battery, and solar panel). Processor will own, operate and maintain, or cause to be operated and maintained, the Portable Facilities. Processor will provide the EFM data and final measurement data to Shipper. Shipper agrees to reimburse Processor for the actual cost, within thirty (30) days of receipt of invoice, incurred by Processor for the Portable Facilities authorized herein.

At such time that a Facility or a Portable Facility is disconnected, relocated and connected to another Lease Delivery Point, Shipper shall reimburse Processor \$*** for meter technician services to start up the facilities plus any actual system refurbishment costs if required. Shipper shall provide any other services required to disconnect, relocate, and re-connect a Facility or Portable Facility. Further, Shipper shall be responsible for all meter damage incurred during the disconnection, relocation and reconnection process.

III.

With respect to gas delivered by Processor to Shipper at the Lease Delivery Point(s), Shipper agrees neither to resell nor to use the gas purchased incident to this Agreement for any purpose other than those specified herein, nor to assign this Agreement without the prior written consent of Processor, where such consent shall not be unreasonably withheld.

IV.

It is understood that the gas supplied hereunder comes direct from wells in the area and that the supply will be variable and may, at any time without notice, temporarily or permanently cease. The gas may be untreated and unprocessed and may contain various impurities, including but not limited to, water. Shipper agrees to indemnify, hold harmless and defend Processor against any and all claims, demands, suits, actions, and causes of actions asserting liability arising downstream the Lease Delivery Point (s) for damage or injury to person or persons or property resulting from the handling or use of such gas but only to the extent such claims, demands, suits, actions, or causes of actions were caused by the gross negligence or willful misconduct of Shipper.

V.

Processor shall have the right to shut off gas delivery to Shipper at any time with notice for any of the following:

- A. for repairs,
- B. for want of supply,
- C. for non-payment of bills when due, or
- D. for a breach of any provision of this Agreement.

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*** Where this marking appears throughout this Exhibit 10.4, information has been omitted pursuant to a request for confidential treatment and such information has been filed with the Securities and Exchange Commission separately.

GAS GATHERING AND PROCESSING CONTRACT

BETWEEN

DEVON GAS SERVICES, L.P.

AS “SHIPPER”

AND

ENLINK MIDSTREAM SERVICES, LLC

AS “PROCESSOR”

March 7, 2014

Effective as of March 1, 2014

Northridge Plant

Hughes County, Oklahoma

GAS GATHERING AND PROCESSING CONTRACT

This Gas Gathering and Processing Contract is made and entered into this 7th Day of March, 2014 but effective as of the 1st Day of March, 2014 (the “Effective Date”), by and between **Devon Gas Services, L.P.**, a Texas limited partnership (“Shipper”), and **EnLink Midstream Services, LLC**, a Texas limited liability company (“Processor”).

WITNESSETH

WHEREAS, Shipper has available a supply of Committed Gas and desires for Processor to perform the services described herein with respect to said Committed Gas; and

WHEREAS, Processor or Processor’s Agents operate a pipeline system which is capable of receiving deliveries of Committed Gas and redelivering Residue Gas and NGLs associated therewith to downstream markets; and

WHEREAS, Processor owns and operates the Plant for the purpose of extracting ethane, propane, butanes, natural gasoline and other liquid hydrocarbon products, and for other purposes deemed necessary by Processor in its Gathering and Processing activities; and

WHEREAS, Shipper desires to deliver to Processor for Gathering and Processing, as applicable, and Processor desires to receive from Shipper such Committed Gas for those purposes, all subject to and in accordance with the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Contract, Shipper and Processor (individually, a “Party” and collectively, the “Parties”) agree with each other as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 Each of the following terms enclosed by quotation marks in this **ARTICLE 1.1** shall be a defined term, and each term enclosed by parentheses and quotation marks in the preamble or body of this Contract, or otherwise defined in this Contract, shall also be a defined term, and wherever used in this Contract, each such defined term shall have the meaning provided for it in this Contract:
- 1.1.1 “Appendix” shall mean that certain “Appendix — General Terms and Conditions to Gas Gathering and Processing Contract”, which is attached hereto.
 - 1.1.2 “Btu” shall mean British Thermal Unit.
 - 1.1.3 “Committed Gas” shall mean all Natural gas produced from the Dedicated Area and attributable to Contractually Dedicated Area Interests, except for all Natural gas (including all constituents and components thereof, and all products derived

therefrom) expressly excluded or reserved by Shipper hereunder, including but not limited to, **ITEM 1.1** of this Contract. The term “Committed Gas” shall also include quantities of Natural gas Shipper elects to make subject to this Agreement pursuant to **ARTICLE 2.6**.

- 1.1.4 “Condensate” shall mean the liquid hydrocarbons, condensates, and/or distillates that are recovered from gas in typical oil and gas separators or pipeline drips, compressor discharge, or suction scrubbers, usually from changes in ambient or ground temperature and/or pressure, but not from Processing.
- 1.1.5 “Contract” shall mean this Gas Gathering and Processing Contract, including the Appendix and Exhibits attached hereto and any future amendments and/or exhibits.
- 1.1.6 “Contractually Dedicated Area Interests” shall mean the following interests and rights (insofar only as those interests and rights cover or pertain to any lands located in the Dedicated Area) that are now or hereafter subject to a legally binding agreement or arrangement by virtue of which Shipper has or will have the right to market, buy, sell, Process or Gather Natural gas and provide other services attendant thereto that is produced from those lands and/or lands spaced, pooled, or communitized therewith and is attributable to those interests and rights: (i) any fee or term mineral or royalty interest; (ii) any interest or right in or derived or carved from any oil and gas lease; (iii) any interest or right derived from any pooling or unitization order; and (iv) any interest or right in or

derived from any agreement (including any farmout, operating, communitization, marketing, purchase and sales, pooling, or unit agreement) pertaining to any right or interest identified or referenced in clause or item (i), (ii) or (iii) of this definition of Contractually Dedicated Area Interests; and (v) any option or contractual right to acquire or earn any interest or right identified or referenced in clause or item (i), (ii), (iii) or (iv) of this definition of Contractually Dedicated Area Interests.

- 1.1.7 “Cubic Foot of gas” shall mean the volume of gas necessary to fully fill one (1) cubic foot of unfilled space at a pressure base of 14.65 pounds per square inch absolute at a temperature of sixty degrees Fahrenheit (60°F).
- 1.1.8 “Day” or “day” shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m., Central Clock Time.
- 1.1.9 “Dedicated Area” shall mean all the lands described in Exhibit A.
- 1.1.10 “Delivery Point(s)” shall be the locations as identified in **ARTICLE 5.1**, where Shipper delivers the Committed Gas to Processor.
- 1.1.11 “Firm Basis” shall mean the highest level of Gathering and Processing services then offered by Processor on Processor’s Pipeline System or at the Plant where

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Processor may interrupt its performance without liability only to the extent such performance is prevented by reasons of Force Majeure or any other agreed upon event. The term “Firm Basis” shall also incorporate the concept of “no notice service” which means the delivery and redelivery of Natural gas on an instantaneous or as-soon-as-reasonable basis without the need to provide any minimum amount of advance notice or to specify the quantity of gas to be delivered and redelivered.

- 1.1.12 “Gathered Volume” shall mean, for any period, the sum of Shipper’s volume of Committed Gas (in MMBtu) delivered at each Delivery Point during that period *less* (i) Committed Gas used during that period by Processor for compression and treating fuel as described in **ARTICLE 3.2.6** but excluding any purchased fuel gas or dry fuel gas taken from the Plant residue stream, (ii) Shipper’s pro-rata share of Committed Gas used for fuel on Processor’s Pipeline System, including fuel use for treating purposes hereunder, (iii) loss and unaccounted for gas on Processor’s Pipeline System (including gains or losses) during that period, and (iv) gas used by Shipper for gas lift operations on Wells during that period.
- 1.1.13 “Gathering” shall mean the receipt of gas at the Delivery Points by Processor or Processor’s Agent and the compression, treating, dehydration and redelivery of said gas by Processor or Processor’s Agent at the Redelivery Points. Wherever the term “Gather” or “Gathered” is used with initial capitalization in this Contract, such term shall have the same meaning as Gathering.
- 1.1.14 “GPM” shall mean gallons per Mcf.
- 1.1.15 “Gross Heating Value” shall mean the number of Btus produced by the combustion at constant pressure of an amount of gas which would fully fill one (1) Cubic Foot of gas at saturated conditions.
- 1.1.16 “Law” shall mean any and all constitutional provisions, rules, codes, regulations, statutes, ordinances, enactments, judicial and administrative orders, decrees, standards, decisions and rulings that are adopted, enacted, promulgated or issued by any federal, state, municipal, parish or tribal governmental authority, including the common law.
- 1.1.17 “Losses” shall mean any actual loss, cost, claim, penalty, liability, damage, demand, suit, sanction, cause of action of every kind of character (including damage to property, personal injury, or death), judgment, lien, encumbrance, fine, or expense, including reasonable attorneys’ fees, investigation expenses, and court costs.
- 1.1.18 “Maximum Delivery Pressure” shall have the meaning set forth in **ARTICLE 5.1**.

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- 1.1.19 “Natural gas” or “gas” shall mean natural gas produced from gas wells and gas produced in association with oil, including all hydrocarbon and non-hydrocarbon components, casinghead gas produced from oil wells, gas well gas and stock tank vapors.
- 1.1.20 “Mcf” shall mean one thousand (1,000) Cubic Feet of gas.
- 1.1.21 “MMBtu” shall mean one million (1,000,000) Btus.
- 1.1.22 “Month” or “month” shall mean the period of time beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.
- 1.1.23 “NGLs” shall mean the liquid hydrocarbons extracted from gas through Processing, including such constituents or components as ethane, propane, iso-butane, normal butane, natural gasolines, incidental methane, and other miscellaneous liquids that are associated with those liquid hydrocarbons.
- 1.1.24 “Plant” shall mean Processor’s Northridge gas Processing plant located in Hughes County, Oklahoma.
- 1.1.25 “Processed Volume” shall mean the sum of Shipper’s volume of Committed Gas delivered at the inlet of the Plant as measured by Processor’s Plant inlet meter(s).
- 1.1.26 “Processing” shall mean the extraction or separation of NGLs from gas through or by means of equipment, which is not located at or in close proximity to a Well site, specifically intended to extract or separate NGLs from the gas through cryogenic, refrigeration, refrigerated lean oil absorption, ambient oil absorption, Joule Thomson, or similar method or process. The term “Processing” shall also include the transfer, handling, storage, and/or movement of NGLs and Condensate attributable to the Committed Gas to the Redelivery Points. Wherever the term “Process” or “Processed” is used with initial capitalization in this Contract, such term shall have the same meaning as Processing.
- 1.1.27 “Processor’s Agent” shall mean any person or entity with which Processor has contracted to provide, on occasion, certain post-production services, including transmission, Gathering, Processing, treating, compression, measurement, accounting, or testing services, on behalf of Processor with respect to the Committed Gas.
- 1.1.28 “Processor’s Metering Facilities” shall mean Processor’s or Processor’s Agent’s meter and related facilities located at the Delivery Points and/or the

Redelivery Points.

1.1.29 "Processor's Pipeline System" shall mean Processor's and/or Processor's Agent's pipeline system which is utilized to Gather the Committed Gas hereunder.

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1.1.30 "Psig" or "psig" shall mean pounds per square inch gauge.

1.1.31 "Redelivery Point(s)" shall have the meaning as set forth in **ARTICLE 5.2** (for Residue Gas) and **ARTICLE 5.3** (for Condensate and NGLs).

1.1.32 "Residue Gas" shall mean gas that has left Processor's Pipeline System after (i) Processing, (ii) NGL extraction, (iii) the removal of non-hydrocarbon substances, (iv) any loss and unaccounted associated with Processing or Gathering (v) fuel used for Processing or Gathering. If applicable, the volumes of Residue Gas attributable to the Committed Gas shall be reduced by any volumetric fuel usage or line loss, and increased by any line gain incurred in delivering the Committed Gas from the tailgate of the Plant or Redelivery Point(s) to the Settlement Point(s). For purposes of allocating Residue Gas to the Wells hereunder, such gas shall be measured at dry conditions.

1.1.33 "Settlement Point(s)" shall mean the location or point at which title, custody, and possession of the Residue Gas attributable to Shipper is first transferred from Shipper or Shipper's designee to a Third Party or its designee.

1.1.34 "Third Party" shall mean any person or entity other than Processor, Processor's Agent, or Shipper.

1.1.35 "Wells" shall mean any well classified by any governmental authority or under any applicable Law as a gas well or oil well in which gas produced therefrom and attributable to a Contractually Dedicated Area Interest subject to this Contract has been dedicated to Shipper, whether such well now exists or is hereafter drilled.

1.2 The headings and titles in this Contract are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this Contract. Each reference made in this Contract to an article or item (as used in the Appendix) is to the applicable article or item in this Contract unless the context clearly indicates otherwise.

1.3 The words "this Contract", "herein", "hereby", "hereunder", "hereof", and words of similar import refer to this Contract as a whole and not to any particular part of this Contract, unless the context clearly indicates otherwise.

1.4 Each reference made in this Contract to an exhibit is to the applicable exhibit attached hereto, unless the context clearly indicates otherwise. The Appendix and each exhibit attached hereto are made a part hereof.

1.5 As used in this Contract, (i) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (ii) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including without limitation", except where the context clearly otherwise requires, (iii) each term that is defined in this Contract in the singular shall include the plural of such term, and each term that is defined in this Contract in the plural shall include the singular of such term, and (iv) the

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words, phrases, and terms used herein shall have their ordinary meaning unless it is clearly indicated otherwise in this Contract or unless such word, phrase or term is defined in this Contract.

1.6 Both Parties participated in the drafting of this Contract. If any ambiguity is contained herein, no weight shall be given in favor of or against a Party in resolving that ambiguity on account of that Party's drafting of this Contract.

1.7 Any reference to any time or period of time is to the applicable time or period of time in the Dedicated Area.

ARTICLE 2 DEDICATION AND PROPERTIES COVERED

2.1 Subject to the terms and conditions of this Contract and except as otherwise provided in this Contract, Shipper hereby commits and dedicates exclusively to Processor all of the Committed Gas attributable to the Contractually Dedicated Area Interests for the term of this Contract for the purposes provided in this Contract. The commitment and dedication set forth in this Section 2.1 shall be deemed a covenant running with the Dedicated Area and shall be binding on the successors and assigns of Shipper. Shipper shall not Process and Shipper shall not permit Third Parties to Process hydrocarbons in the field or elsewhere from the Committed Gas to be delivered hereunder other than by usual field separation methods.

2.2 Shipper represents and warrants to Processor that when Shipper delivers the Committed Gas to Processor during the term hereof Shipper will have the right to Gather, Process, and/or market the Committed Gas produced from the Contractually Dedicated Area Interests, free from liens and adverse claims of every kind and, subject to the reservation of rights described in **ITEM 1.1(c)**, will not waive or consent to any release, termination, or early expiration of any said Contractually Dedicated Area Interests during the term hereof without the express prior written consent of Processor, which shall not be unreasonably withheld. Shipper further represents and warrants that when the Committed Gas is delivered to Processor at the Delivery Points that such Committed Gas will be owned or controlled by Shipper and will not be subject to any prior unreleased dedication as of the Effective Date. If after the Effective Date Shipper obtains the right to Gather or Process gas within the Dedicated Area, then that gas shall become Committed Gas hereunder when Shipper obtains that right except as otherwise provided herein; provided, however, if said gas is subject to prior unreleased written dedication or commitment for the type of services provided for herein, then such interests shall be excluded from dedication hereunder unless and until all such contractual commitments and dedications have expired or are terminated, or have been assigned to Shipper or released. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.2.**

2.3 Subject to the terms of this Contract, at the Delivery Points, Shipper will deliver to Processor, and Processor will receive from Shipper, all of the Committed Gas produced

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from the Wells insofar as that Committed Gas is attributable to the Contractually Dedicated Area Interest in the Wells.

- 2.4 Contemporaneously with the execution of this Contract, the Parties shall execute, acknowledge, deliver, and record a "short form" memorandum of this Contract in the form of Exhibit "C" which shall be placed of record in the counties in which the Dedicated Area is located. All preparation to, filing of, and costs associated with the "short form" memorandum and any subsequent amendment to said "short form" memorandum shall be the sole responsibility of and borne solely by Processor.
- 2.5 Promptly after Processor's receipt of each written request for same by Shipper, Processor shall deliver to Shipper a written release in recordable form of the dedication and commitment provided in **ARTICLE 2.1** regarding any Natural gas (including any Committed Gas) released by Processor under **ITEM 2.4** or **ITEM 3.2**.
- 2.6 From time to time during the first five (5) years of the Initial Term hereof and subject to the terms of this **ARTICLE 2.6**, Shipper shall have the right to deliver quantities of Natural gas to Processor at mutually agreeable locations on Processor's Pipeline System and said Natural gas shall be deemed Committed Gas for purposes hereunder, in each case if it (i) is owned or controlled by Shipper, (ii) is located outside of the Dedicated Area, (iii) is not attributable to Contractually Dedicated Area Interests, (iv) meets the quality specifications of **ITEM TWO** with the exception that in order for such gas to be Processed, it must have a Gross Heating Value of at least 1040 Btu per Cubic Foot of gas, (v) does not cause material operational issues on Processor's Pipeline System or at the Plant, and (vi) does not require Processor to spend more than a de minimus amount of money to make changes to Processor's Pipeline System or the Plant to accommodate such quantities of Natural gas. The quantities of said designated Committed Gas shall be subject to the provisions of **ITEM FIVE**; provided, however, once Shipper has satisfied its Gathering Volume Commitment and Processing Volume Commitment, the priority status of Natural gas delivered pursuant to this **ARTICLE 2.6** shall be changed from a Firm Basis to a priority status equal to other Third Party contracts previously agreed to by the Parties. Shipper shall be solely responsible for the cost of constructing new Delivery Points on Processor's Pipeline System in order to facilitate the receipt of said designated Committed Gas. If Processor receives Committed Gas pursuant to this **ARTICLE 2.6**, then Shipper represents and warrants to Processor that Shipper will have the right to Gather, Process, and/or market said Committed Gas, free from liens and adverse claims of every kind. **Shipper shall indemnify, protect, defend, and hold Processor harmless from all Losses incurred or suffered by Processor arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.6.** The parties understand and agree that Committed Gas delivered and received pursuant to this **ARTICLE 2.6** is not a dedication of any wells, lands, leases, or other similar interests. Further, the Committed Gas delivered and received pursuant to this **ARTICLE 2.6** shall be subject to the terms and conditions of this Agreement except for the following provisions: **ARTICLE 1.1.6, ARTICLES 2.1 through 2.5, ITEM ONE, ITEM THREE, and ITEM 4.1** as such provision applies to Wells only.

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ARTICLE 3 FEES, VOLUME COMMITMENTS, RECOVERIES AND ALLOCATION

- 3.1 Subject to all other applicable provisions of this Contract and as full consideration for the quantity of Committed Gas Gathered and Processed hereunder by Processor each month, Shipper shall pay and Processor shall accept from Shipper an amount equal to sum of the applicable fees and payments as described in this **ARTICLE 3**.
- 3.2.1 The fee for Processing the Committed Gas hereunder at the Plant ("Processing Fee") shall equal \$*** per MMBtu multiplied by the Processed Volume.
- 3.2.2 The fee for Gathering, compressing, treating, and dehydrating the Committed Gas from the Delivery Point to the Redelivery Point ("Gathering Fee") shall equal \$*** per MMBtu multiplied by the Gathered Volume.
- 3.2.3 Beginning January 1, 2015 and each January 1st thereafter during the term hereof, the Gathering Fee and the Processing Fee shall be automatically adjusted by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers ("CPI") as published by the U.S. Department of Labor Bureau of Labor Statistics calculated for the twelve (12) Months immediately preceding the date of escalation; provided, however, neither fee shall be decreased below its initial amount. The Parties shall use the negotiation procedure described in **ITEM 11.1** to attempt to resolve any dispute between them regarding any change or adjustment to the CPI. If the Parties fail to fully resolve the dispute, either Party may invoke the binding arbitration procedure described in **ITEM 11.6** to resolve it. The Gathering Fee and/or Processing Fee for the immediately preceding calendar year shall remain in effect until a new Gathering Fee and/or Processing Fee (as well as the effective dates of both fees) is/are agreed upon by the Parties or determined by arbitration and such agreed upon or determined fee(s) shall be retroactively applied for the applicable new calendar year.
- 3.2.4 The allocation of the Residue Gas (in MMBtus) contained in the Committed Gas which are attributable to each Delivery Point shall be determined each Month by first allocating the total Plant Residue Gas MMBtus to each respective Plant Inlet (as defined herein) resulting in each inlet's total Plant Residue Gas MMBtus. Then each inlet's total Plant Residue Gas MMBtus will be multiplied by a fraction, the numerator of which is the Theoretical Residue MMBtus from each Delivery Point for the respective Plant Inlet, and the denominator of which is the total Theoretical MMBtus of Residue Gas from all Delivery Points for the respective Plant Inlet on Buyer's Pipeline System. The Theoretical Residue MMBtus from each Delivery Point shall be determined by subtracting each Delivery Point's share of Plant fuel and NGL shrinkage MMBtus from each Delivery Point's Seller's Allocated Inlet Volume MMBtus ("SAIV"). Each Delivery Point's SAIV shall be determined by multiplying the total quantity of each respective Plant Inlet's MMBtus by a fraction, the numerator of which is each Delivery Point's MMBtu quantity of gas delivered at that Delivery Point for the respective Plant Inlet less any (i) lease use gas consumed after measurement at the Delivery Point and (ii) allocated un-Processed fuel gas determined as set forth in **ITEM 5.3** of the Appendix

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("Net Delivered Volume"), and the denominator of which is the total amount of all Delivery Points' Net Delivered Volume MMBtus for the respective Plant Inlet. "Plant Inlet" shall mean the volumes of each respective inlet at the Plant as measured by Buyer's Plant inlet meter(s).

Each Delivery Point's share of Plant fuel MMBtus shall be determined by multiplying the total Plant fuel MMBtus by a fraction, the numerator of which is the SAIV MMBtus for each Delivery Point and the denominator of which is the total SAIV MMBtus from all Delivery Points on Buyer's Pipeline System. Each Delivery Point's NGL shrinkage in MMBtus shall be determined by multiplying the gallons of each NGL component allocated to each Delivery Point pursuant to **ARTICLE 3.2.5** below by the respective MMBtu equivalent factors from GPA Publication 2145, as amended from time to time. For hexanes and heavier, the hexane factor from GPA Publication 2145 will be used. The allocation of Residue Gas Mcfs to each Delivery Point is the same as the allocation of Residue MMBtus, using the respective Mcf values and constants.

- 3.2.5 The allocation of each NGL component (in gallons) recovered and sold in the Plant shall first be allocated to each respective Plant Inlet by multiplying the total gallons of each NGL recovered and sold at the Plant by a fraction, the numerator of which is the Theoretical Gallons of each NGL attributable to each respective Plant Inlet and the denominator of which is the sum of the Theoretical Gallons of each NGL from all respective Plant Inlets. The Theoretical Gallons of each NGL attributable to each respective Plant Inlet shall be determined by multiplying each respective Plant Inlet's Mcfs by the respective GPM of each component. The quantity of each NGL recovered and sold for the respective Plant Inlet attributable to each Delivery Point on Buyer's Pipeline System for Processing shall be determined by multiplying the total gallons of each NGL recovered and sold for the respective Plant Inlet by a fraction, the numerator of which is the Theoretical Gallons of each NGL attributable to each Delivery Point for the respective Plant Inlet and the denominator of which is the sum of the Theoretical Gallons of each NGL from all Delivery Points for the respective Plant Inlet. The Theoretical Gallons of each NGL attributable to each Delivery Point shall be determined by multiplying the "SAIV Mcfs" by the respective GPM of each component. The "SAIV Mcf" shall be determined using the same methodology as provided for the SAIV MMBtu set forth in **ARTICLE 3.2.4** above.

Condensate shall be allocated on a hexane+ basis and in the manner as other NGL components described in this **ARTICLE 3.2.5**.

- 3.2.6 Each Month during the term of this Contract, Processor is authorized to utilize a portion of the Committed Gas received from Shipper at each Delivery Point as compression fuel for the operation of Processor's compression equipment hereunder.
- 3.2.7 Any Residue Gas and NGLs attributable to the Committed Gas that is Processed by a Third Party at a facility other than the Plant shall be allocated to each Well similar to the manner described in **ARTICLE 3.2.4** and **ARTICLE 3.2.5** respectively.

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3.3 **Volume Commitment.** Subject to the terms and conditions hereof, the Parties agree upon the following:

- (a) **Gathering Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 40,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term ("Gathering Volume Commitment"). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(d)**, in the event Shipper fails to deliver at least the Gathering Volume Commitment for any applicable calendar quarter, Shipper shall pay Processor an amount equal to the product of the (i) Gathering Fee, (ii) positive difference between (A) the product of the Gathering Volume Commitment and the number of days in such calendar quarter and (B) the Gathered Volume for such calendar quarter and (iii) the average Gross Heating Value of the Gathered Volume for such calendar quarter ("Gathering Volume Commitment Deficiency Payment"). Any Gathering Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor's sole and exclusively remedy regarding the delivery deficiency of the Gathering Volume Commitment.
- (b) **Processing Volume Commitment.** Shipper shall deliver to Processor a daily average of not less than 40,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term for Processing at the Plant ("Processing Volume Commitment"). Subject to **ARTICLE 3.3(c)** and **ARTICLE 3.3(e)**, in the event Shipper fails to deliver at least the Processing Volume Commitment during any applicable calendar quarter, then Shipper shall pay Processor an amount equal to the product of the (i) Processing Fee, (ii) positive difference between (A) the product of the Processing Volume Commitment and the number of days in such calendar quarter and (B) the Processed Volume for such calendar quarter and (iii) the average Gross Heating Value of the Processed Volume for such calendar quarter ("Processing Volume Commitment Deficiency Payment"). Any Processing Volume Commitment Deficiency Payment made by Shipper to Processor hereunder shall be considered liquidated damages and Processor's sole and exclusively remedy regarding the delivery deficiency of the Processing Volume Commitment.
- (c) **Relief from Volume Commitment.** Shipper shall be excused from delivering a portion of the Gathering Volume Commitment or the Processing Volume Commitment and making payment of any corresponding deficiency payment related thereto only under the following circumstances:
- (i) If Processor fails to Gather or Process at least the Gathering Volume Commitment or the Processing Volume Commitment, respectively, and such failure is not expressly excused hereunder, the applicable corresponding deficiency payment shall not apply to the extent of the affected volumes of Committed Gas; or
 - (ii) If, due to an event of Force Majeure, on any day, Processor is unable to Gather or Process at least the Gathering Volume Commitment or the

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Processing Volume Commitment, as applicable, such day shall be excluded from the calculations of the Gathering Volume Commitment Deficiency Payment and/or the Processing Volume Commitment Deficiency Payment, as applicable, as if such day had not occurred during the applicable calendar quarter.

- (d) **Over/Under Deliveries of Gathering Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Gathering Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Gathering Volume Commitment for such quarter ("Excess Gathered Amount"), then Shipper shall have the right to credit said Excess Gathered Amount against its Gathering Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Gathering Volume Commitment for such quarter ("Deficient Gathered Amount"), then Shipper shall have the right to make-up its Gathering Volume Commitment for such calendar quarter by delivering to Processor the Deficient Gathered Amount in excess of the Gathering Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Gathered Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Gathering Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(a)**.
- (e) **Over/Under Deliveries of Processing Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Processing Volume Commitment is in effect, delivers to Processor an amount of Committed Gas: (i) in excess of the Processing Volume Commitment for such quarter ("Excess Processed Amount"), then Shipper shall have the right to credit said Excess Processed Amount against its Processing Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Processing Volume Commitment for such quarter ("Deficient Processed Amount"), then Shipper shall have the right to make-up its Processing Volume Commitment for such calendar quarter by delivering to Processor the Deficient Processed Amount in excess of the Processing Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Processed Amount to Processor during said succeeding calendar quarter, then Shipper shall pay Processing Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(b)**.
- 3.4 **Actual Recoveries.** Processor shall return to Shipper, at the Redelivery Point(s), its actual share of Residue Gas and NGLs actually recovered from the Committed Gas at the Plant whether the Plant is being operated in full or partial recovery mode. Notwithstanding the foregoing sentence, Processor shall operate the Plant in full recovery mode unless Shipper exercises its ethane rejection election rights in accordance with **ARTICLE 3.5**.
- 3.5 **Ethane Rejection Election.** For any production Month, Shipper may elect ethane rejection by providing Processor with notice of its election at least seven (7) Business Days (or a shorter period of time if agreed to by the Parties) prior to the effective date of ethane rejection. Said election to reject ethane shall be in effect for the entire Month, for the remainder of said Month, or for a lesser period of time if mutually agreed to by the

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Parties. In such event, the percentage of ethane recovered from the Committed Gas shall be based on Shipper's actual recoveries that occur for such month after Processor's reasonable efforts to reject ethane in accordance with Processor's operational capabilities.

- 3.6 **Gas Lift.** At any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas for Shipper's gas lifting operations. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions set forth in Exhibit "D," attached hereto and made a part hereof.

- 3.7 **Mutually Beneficial Projects.** From time to time during the term hereof, the Parties may desire to evaluate and participate in certain mutually beneficial projects that would add or enhance the value each receives under this Contract. Such projects may include, but not be limited to, reducing fuel consumption, lowering pipeline pressures to enhance gas deliveries hereunder (whether by offloading gas volumes or through compression), changing, modifying, or altering gas flow patterns across Processor's Pipeline System from the current system configuration, offloading volumes of gas to Third Parties (without the Processing of said volumes), bypassing volumes of gas around the Plant, changing the characterization of unprocessed gas to Processed Volume and/or Processed Volume to unprocessed gas and modifying Processor's Pipeline System in order to accommodate the disposition of said volumes, and expanding capacity at the Plant or on Processor's Pipeline System.
- 3.7.1 If a Party ("X") desires to propose a project to the other Party ("Y"), then X shall submit said proposal to Y in writing where such proposal shall contain at least the following information: type and scope of project; anticipated benefits (i.e. cost savings, increased volumetric throughput); estimated timeline for construction, installation, and initial operation; and estimated cost and expenses. Within thirty (30) days of Y's receipt thereof, the Parties shall meet to discuss the commercial viability of the proposal taking into consideration the cost of the project, the estimated payout, and the anticipated benefits for both Parties. If the Parties agree to proceed with the proposed project (either as initially proposed or as modified), then such arrangement shall be memorialized in a separate agreement containing necessary terms including, but not limited to, the scope of work, cost, and the payor and payee.
- 3.7.2 If, after sixty (60) days from Y's receipt of the proposal described above in **ARTICLE 3.7.1**, the Parties are unable to agree upon the proposal or any alternatives thereto, then the Parties shall submit such proposal to designated representatives from both Parties for their review and consideration of said proposal. The designated representatives shall be comprised of individuals who were not part of the initial or any subsequent review and/or discussion of the project and have the requisite corporate authority to bind its respective Party. Within thirty (30) days from receipt of said proposal, the designated representatives from each Party shall make a determination to (i) approve the project, (ii) disapprove the project, or (iii) re-submit the project to the initial group with further guidance and/or instructions.

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ARTICLE 4 TERM AND TERMINATION

- 4.1 This Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter until terminated by Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate this Contract at least one hundred eighty (180) days prior to the end of the Initial term or any extension term or (ii) as otherwise provided in this **ARTICLE 4**.
- 4.2 Prior to the termination or expiration of this Contract, each Party shall use its best efforts to negotiate in good faith mutually agreeable services and associated rates in order to extend the term of this Contract. If the Parties are unable to agree upon a certain service, what may or may not be included in said service, or the rate for said service, then such dispute shall be resolved in accordance with **ITEM ELEVEN**.
- 4.3 The termination of this Contract in accordance with this **ARTICLE 4** shall not impair, impede or otherwise adversely affect any right, claim or cause of action that a Party may have arising prior to or as a result of that termination, including the right to obtain and receive any payment owing under this Contract.
- 4.4 This **ARTICLE 4.4**, **ARTICLE 4.3**, **ARTICLE 4.2**, **ARTICLE 7.2**, and **ITEMS 10.7, 10.13, 10.14**, and **ELEVEN** of the Appendix shall survive the termination of this Contract.

ARTICLE 5 DELIVERY/REDELIVERY POINTS AND PRESSURE

- 5.1 The Delivery Point(s) for the Committed Gas shall be at the inlet flange of Processor's Metering Facilities located near the site of production facilities for each Well, or at other mutually agreeable locations on Processor's Pipeline System. Shipper shall cause the Committed Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into Processor's Pipeline System at each Delivery Point against the prevailing line pressure at such point but not in excess of the maximum allowable operating pressure ("MAOP") of Processor's Pipeline System at such Delivery Point. Processor retains the right to set a maximum delivery pressure, relative to Shipper's deliveries of Committed Gas, so that the system can be operated in an efficient manner ("Maximum Delivery Pressure"); provided, however, it is the Parties' intent for Processor to operate Processor's Pipeline System in a manner that maximizes the amount of Committed Gas to be delivered into the system while allowing Processor to optimize the efficiency thereof. If Shipper elects to install compression facilities and Processor reasonably determines that there is a pulsation problem because of those compression facilities, then Shipper will install a pulsation dampener, (which shall have a design reasonably acceptable to Processor) at Shipper's sole cost and expense, between such compression facilities and Processor's Metering Facilities at the Delivery Point(s).
- 5.2 The Redelivery Point(s) for Shipper's Residue Gas shall be at the inlet to each

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downstream pipeline's metering facilities located at mutually agreeable points as further described on Exhibit "B." Processor shall cause Shipper's Residue Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into each downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).

- 5.3 The Redelivery Point(s) for Shipper's NGLs and Condensate shall be at mutually agreeable points as further described on Exhibit "B." If a Redelivery Point for Shipper's NGLs or Condensate is a pipeline, such delivery shall be made at a pressure sufficient to allow the NGLs or Condensate to flow into the downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).
- 5.4 Consistent with the Firm Basis service provided by Processor hereunder, Shipper shall not be required to provide Processor with nominations of the Committed Gas at the Delivery Points. Shipper shall be solely responsible for all nominations and scheduling for its Residue Gas, Condensate, and NGLs at the Redelivery Points and shall be solely responsible for any costs, penalties, and expenses associated therewith including any imbalances. If Shipper fails for any reason to take or otherwise dispose of all or any part of Shipper's share of Residue Gas, Condensate, or NGLs for any month during the term hereof and such failure adversely affects the operations or integrity of the Plant or Processor's Pipeline System, then Processor shall have the right, but not the obligation, to market Shipper's share of said Residue Gas, Condensate, or NGLs (as the case may be) in a commercially reasonable manner but with prior written notice to Shipper; provided, however, that Processor shall account to and timely pay Shipper for the proceeds received by Processor from the disposition thereof.

ARTICLE 6 NOTICES

- 6.1 All notices provided for herein shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail, or hand delivered to a Party at its applicable address listed below. Notice shall be considered given on the first business day after its receipt by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) notices sent by facsimile will be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission; (ii) notice by overnight mail or courier will be deemed to

have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party; and (iii) notice via first class mail will be considered delivered five (5) business days after mailing. The Parties may communicate to each other via email for general business purposes (including operational notices) but emails shall not be considered as an acceptable means of delivering legal notices hereunder. Each Party will promptly notify to the other Party upon any change in its address.

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PROCESSOR'S ADDRESS:

EnLink Midstream Services, LLC
Attn: Contract Administration
2501 Cedar Springs Road, Suite 100
Dallas, TX 75201
Fax: (214) 953-9501

SHIPPER'S ADDRESS:
NOTICES & CORRESPONDENCE
Devon Gas Services, L.P.

Attn: Contract Administration - Marketing
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 234-2737
Email: devongasmarketing@dvn.com

STATEMENTS & PAYMENTS
Devon Gas Services, L.P.

Attn: Accounting
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 552-1520

ARTICLE 7
FINANCIAL RESPONSIBILITY

- 7.1 If either Party ("X") has reasonable grounds for insecurity regarding the performance of any material obligation under this Contract (whether or not then due) by the other Party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its credit support provider, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset, or a guaranty.
- 7.2 In the event (each an "Event of Default") either Party or, if applicable, its credit support provider (the "Defaulting Party") shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar Law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any material obligation to the other Party with respect to any credit support obligations relating to this Contract; (vii) fail to give Adequate Assurance of Performance hereunder within 48 hours but at least one business day of a written request by the other Party; (viii) not have paid any material amount due the other Party hereunder on or before the second business day

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following written notice that such payment is due; or (ix) fail to promptly take and diligently prosecute appropriate actions to remedy a material default or breach of a material covenant or provision hereunder after receiving written notice thereof from the other Party and to remedy such default or breach within thirty (30) days (or longer if such default or breach reasonably requires a longer cure period); then the other Party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon notice, in addition to any and all other remedies available hereunder.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in multiple originals by the proper representatives thereunto duly authorized, as of the date first hereinabove written, but this Contract shall be effective as of the Effective Date.

PROCESSOR:

ENLINK MIDSTREAM SERVICES, LLC

By: /s/ Darryl G. Smette
Darryl G. Smette
Executive Vice President

SHIPPER:

DEVON GAS SERVICES, L.P.

By: /s/ Susan E. Alberti
Susan E. Alberti
Senior Vice President

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APPENDIX - GENERAL TERMS AND CONDITIONS
TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014

For the consideration stated in this Contract, the Parties further agree as follows:

**ITEM ONE
RESERVATIONS BY SHIPPER**

1.1 The following rights, which are vested in Third Parties owning the Contractually Dedicated Area Interests, are and shall be excepted and excluded from the purview of this Contract and are not and shall not be subject to the dedication and commitment provided in **ARTICLE 2.1**, and each such Third Party may exercise the following rights free and clear of any claim of Processor:

- (a) The right to use, but not to sell to others, sufficient gas for the development and operation of the Wells and appurtenant facilities (in conjunction therewith) in which that Third Party has an ownership interest, including use of gas for drilling, workovers, completions, operations, treating, gas lift, pressure maintenance, and fuel.
- (b) The right to space, pool, communitize, and unitize any of the Contractually Dedicated Area Interests with other lands, leases, interests, and properties of that Third Party or others located in the field in which those Contractually Dedicated Area Interests are located, and all Committed Gas attributable to those Contractually Dedicated Area Interests produced therefrom shall be covered by this Contract, except as otherwise provided in this Contract; provided, that the exercise of such right by that Third Party shall not diminish Processor's right or increase its obligations in any material respect with respect to the Committed Gas produced from the Contractually Dedicated Area Interests covered hereby.
- (c) The right to exploit, use, maintain, and operate the Contractually Dedicated Area Interests covered by this Contract and all Wells, properties, facilities, and equipment incidental, related or appurtenant thereto in which that Third Party has an interest in such manner as that Third Party deems advisable, in the Third Party's sole discretion, including the right to drill or complete new Wells, to repair, recomplete, or rework any Wells, to reduce, suspend or shut-in the production from any Wells, to acquire new or additional Contractually Dedicated Area Interests, to renew, extend or amend in whole or in part any of the Contractually Dedicated Area Interests covered by this Contract, to abandon any

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Well, and to release or terminate all or any portion of Contractually Dedicated Area Interests in order to avoid or resolve any pending or threatened litigation concerning the validity of those Contractually Dedicated Area Interests, or that are not deemed by that Third Party as being capable of producing oil or gas in commercial quantities, or as having been perpetuated beyond their respective stated terms in accordance with the terms of the respective instruments creating those Contractually Dedicated Area Interests.

- (d) The right to provide Natural gas which such Third Party is obligated to provide to a lessor, an owner of an overriding royalty or other owner of a non-cost bearing interest, or a surface owner under the terms of an oil and gas lease or other agreement, contract or conveying instrument.
- (e) The right to market, Gather, and/or Process all of such Third Party's share of Natural gas attributable to (1) any Contractually Dedicated Area Interests that are subject on the date hereof to a prior dedication in favor of another Third Party (whether under a gas purchase, Gathering and/or Processing contract, call on production, or similar agreement or arrangement) or (2) any Contractually Dedicated Area Interests that are acquired after the date hereof by such Third Party and are subject, when acquired, to a pre-existing prior sales, Gathering and/or Processing dedication made by another Third Party in favor of a purchaser, gatherer or processor other than Processor or Shipper.
- (f) The right to market, Gather and/or Process all of such Third Party's share of Natural Gas from any Well not operated by it during any period in which such Third Party does not own a majority working interest in such Well and such Third Party has elected to market its share of production from that Well to another Third Party in accordance with applicable Law, or the applicable operating, unit or other agreement between such Third Party and the operator of that Well.

1.2 It is agreed that Shipper may cause or allow the Committed Gas to be separated by means of a conventional ambient mechanical wellhead gas-oil separator prior to its delivery to Processor and the liquid constituents separated from such Committed Gas therefrom shall not be subject to this Contract. However, Shipper shall not have the right to Process the Committed Gas for the recovery of NGLs, but shall have the right to recover NGLs by means of a conventional ambient mechanical wellhead gas-oil separator or similar process or method at any Well site.

**ITEM TWO
QUALITY**

2.1 Processor shall not be obligated to take any Committed Gas tendered hereunder unless the same meets the following requirements as to quality:

Hydrogen Sulfide: The Committed Gas shall not contain more than four parts per million (4 ppm) of hydrogen sulfide as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

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Total Sulphur: The Committed Gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

Temperature: The Committed Gas shall not have a temperature of less than forty degrees Fahrenheit (40°F) nor more than one hundred twenty degrees Fahrenheit (120°F).

Carbon Dioxide: The Committed Gas shall not contain carbon dioxide in excess of two percent (2%) by volume.

Oxygen: The Committed Gas shall contain no oxygen.

Nitrogen: The Committed Gas shall not contain nitrogen in excess of two percent (2%) by volume.

Total Inert Gases: The Committed Gas shall not contain total inert gases in excess of four percent (4%) by volume.

Objectionable Liquids and Solids and Dilution: The Committed Gas shall (i) be free of objectionable liquids and solids, as determined by Processor in good faith, (ii) be commercially free from dust, salts, soaps, foam-forming constituents, gums, gum-forming constituents, paraffins, or other similar liquid or solid matter which become separated from the Committed Gas in the course of gathering through Processor's Pipeline System, and (iii) any other impurities, including microbiologically corrosive agents.

Heating Value: The Committed Gas shall not have a Gross Heating Value of less than 950 Btu per Cubic Foot of gas under the conditions of measurement contained herein.

In the event that the quality specifications of any pipeline receiving gas from Processor's Pipeline System or at the Plant is more stringent than the applicable quality specification set forth in this **ITEM 2.1**, then notwithstanding any reasonableness standard agreed to by Processor regarding said quality specifications, all Committed Gas delivered by Shipper to Processor shall meet the quality specifications of that pipeline. Notwithstanding anything to the contrary contained in this **ITEM TWO**, the quality specifications set forth herein shall not apply during the period of time when any Well dedicated herein is being completed/recompleted and is flowing into Processor's Pipeline System during said completion/recompletion phase; provided, however, for the suspension of the quality specifications set forth herein during the completion/recompletion phase to apply to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall require the Contracted Parties (as defined in **ITEM 4.1**) to furnish, install, and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install, and

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maintain equipment at the well site of such Well (such as a separator) as is reasonably necessary for the removal of the objectionable liquids from such Well, as reasonably determined by such Contracted Parties in their sole discretion.

- 2.2 Processor's acceptance of any quantities of Committed Gas which fail to conform to any of the applicable quality specifications provided in **ITEM 2.1** shall not constitute a waiver by Processor of the quality specifications with regard to future deliveries of Committed Gas.
- 2.3 In the event Shipper delivers Committed Gas which fails to meet the quality specifications described in **ITEM 2.1**: (a) Shipper shall be responsible for any and all Losses suffered by Processor to Processor's Pipeline System or the Plant, or the gas within Processor's Pipeline System or at the Plant arising from or relating to the delivery of the Committed Gas not meeting those quality specifications including, without limitation, corrosion or damage to Processor's Pipeline System or the Plant, the loss of line pack due to contamination, and loss of business while purging and re-packing Processor's Pipeline System or the Plant and (b) in the event gas which is committed to Processor's Pipeline System or the Plant is commingled with the Committed Gas from Shipper which fails to meet the quality specifications provided herein, Shipper shall also be responsible for any and all Losses suffered or incurred by Processor due to claims from any other shipper on Processor's Pipeline System or at the Plant who can demonstrate to Processor's reasonable satisfaction that such shipper's gas was rejected or rendered "non-conforming" due to it being commingled with the Committed Gas that did not meet the specifications described in **ITEM 2.1**.
- 2.4 If Processor notifies Shipper at any time that the Committed Gas tendered at any Delivery Point does not conform with the quality specifications described in **ITEM 2.1** (excluding the specifications for hydrogen sulfide), then Shipper may bring such Committed Gas into conformity with such specifications within a reasonable period of time (immediately in those situations in which Processor notifies Shipper that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects Processor's ability to deliver into downstream pipelines), including the right to blend or pare gas delivered at a particular non-conforming Delivery Point with gas from one or more conforming Delivery Points such that effect of such blending is that the commingled gas conforms with the quality specifications, so long as Shipper's actions do not adversely affect (i) Processor's ability to operate the Plant or any portion of Processor's Pipeline System or (ii) the integrity of the Plant or any portion of Processor's Pipeline System. If Shipper fails to do so promptly after its receipt of such notification, Processor may, at its option and without limitation, (i) continue to accept the Committed Gas as delivered by Shipper without charging Shipper any type of fee, cost or expense for such off-spec Committed Gas, (ii) refuse to accept delivery of such Committed Gas pending the correction of the deficiency by Shipper, or (iii) take any action reasonably necessary to conform the Committed Gas with the quality specifications provided in **ITEM 2.1**, the cost of which shall be charged to Shipper hereunder. Absent exigent circumstance, before Processor takes any action under the immediately preceding sentence to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall

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notify Shipper of such intended action and the estimated cost thereof. After receiving Shipper's notification, Shipper shall immediately inform Processor whether Shipper authorizes Processor to conform the Committed Gas to those quality specifications. If Shipper elects not to treat the Committed Gas itself or does not allow Processor to treat the Committed Gas, or if Processor elects not to treat or blend the Committed Gas to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Processor shall, upon the written request of Shipper, permanently release from this Contract all non-conforming Natural gas. Notwithstanding this **ITEM 2.4**, Processor shall have the ongoing right to immediately shut off any Committed Gas with written notice to Shipper if Processor reasonably determines that such Committed Gas threatens the integrity of Processor's Pipeline System or the Plant or adversely affects downstream facilities or markets.

ITEM THREE PIPELINE CONNECTION

- 3.1 It is understood and agreed that Processor and Shipper, in accordance with **ARTICLE 5.1**, have decided, or will at a subsequent point in time decide, upon the location of the Delivery Point for each Well committed hereunder. In the event multiple Wells are located on a common drill pad, the Parties will establish a single Delivery Point ("SDP") for such Wells. Processor shall provide a meter site for the SDP at a mutually agreeable location determined by the Parties. If Shipper prefers another location, then it will be responsible for any incremental cost for Processor to connect to that site. If both Parties agree that the pad size or number of Wells drilled on it render a single site infeasible, the Parties shall mutually agree on the location and number of additional sites and SDP's. Shipper shall make the necessary connections from the drill pad to the meter site. Further, in the event a Contract Party (as defined in **ITEM 4.1** below) establishes another drill pad at or within 330 feet of an existing drill pad (edge of pad to edge of pad), Shipper will connect all Wells from the subsequent drill pad to the SDP on the existing meter site. However, Processor understands and agrees that in the event Shipper, in its sole and reasonable opinion, determines that circumstances exist that make it unacceptable to connect Wells from different drilling pads to the same SDP, Processor shall be obligated to establish a new SDP at the existing meter site in accordance with the terms described herein.
- 3.2 The Parties shall use the following process for connecting Wells to Processor's Pipeline System:
- (a) Promptly after Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, Processor will determine the anticipated length of right-of-way required to connect the Well to Processor's Pipeline System (at the Well pad or at a SDP as herein provided). If Processor determines that connecting the Well to Processor's Pipeline System requires three (3) miles of right-of-way or less, Processor will promptly proceed with commercially reasonable efforts to construct such pipelines and connect the Well to Processor's Pipeline System at its sole cost and expense.
- (b) If Shipper has informed Processor that a Well committed to or dedicated to Processor under this Contract is ready to be drilled, and Processor determines that the anticipated length of right-of-way to connect the Well to Processor's Pipeline System as provided in **ITEM 3.2(a)** will require the construction of a

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pipeline with more than 3 miles of right-of-way, Processor will evaluate whether the construction of such pipeline (an "Expansion Line") is commercially reasonable for Processor to undertake, taking into consideration any information provided by Shipper and Processor's expected financial returns with respect to such pipeline. If Processor does not notify Shipper, within 3 business days of receiving Shipper's notice that said Well is ready to be drilled, that Processor requests a meeting with Shipper (the "Expansion Meeting"), Processor will proceed with commercially reasonable efforts to construct the Expansion Line and connect it to the Well at Processor's sole cost and expense. If Processor requests an Expansion Meeting within such 3 business day period, the representatives of Shipper and Processor will discuss in good faith alternative Well connection methods.

- (c) If the parties are unable to agree on any alternative arrangements pursuant to **ITEM 3.2(b)** above, then Processor shall promptly provide Shipper, upon Shipper's written request, with a written release from this Contract insofar as it covers such Well, the Contractually Dedicated Area Interests covering such Well, and the Natural gas produced therefrom or attributable thereto.

- 3.3 In the event Shipper requests that any established Delivery Point be moved, Processor shall relocate such Delivery Point at Shipper's expense. Prior to performing the work to relocate any such Delivery Point, Processor shall provide Shipper with a detailed cost estimate acceptable to Shipper for the work to be performed. Upon completion, Processor shall invoice Shipper for the actual costs, not to exceed 110% of Processor's cost estimate.

ITEM FOUR FIELD EQUIPMENT

- 4.1 Subject to the terms of this Contract, with respect to any Well which has been connected to Processor's Pipeline System pursuant to this Contract, Shipper shall contractually require that one or more owners of the Contractually Dedicated Area Interests in the Well ("Contracted Parties") furnish, install and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install and maintain such post-production equipment at the well site of such Well (such as a separator or a treater) between the wellhead of such Well and the first pipe connection to Processor's Pipeline System as is reasonably necessary for the proper, safe and efficient operation of such Well, as reasonably determined by such Contracted Parties in their sole discretion, and to enable Shipper to make delivery, or cause delivery to be made, of Committed Gas to such pipe connection to the Delivery Points.
- (a) Promptly after receiving a written request from Processor, Shipper shall require the applicable Contracted Parties to install a high-low shut-in device on those Contracted Parties' applicable facilities covered by this Contract which will shut

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off deliveries of Committed Gas in the event those Contracted Parties' delivery pressure reaches or exceeds the Maximum Delivery Pressure, which may be reestablished by the Parties from time to time, or in the event Processor has, or the Contracted Parties have, a sudden drop in line pressure. Shipper shall contractually require all applicable Contracted Parties to annually test their respective high-low shut-in devices through which the Committed Gas flows.

- (b) Shipper shall furnish any information reasonably requested by Processor regarding any Contracted Parties' high-low shut-in equipment, or delivery lines through which the Committed Gas flows. Shipper shall contractually require Contracted Parties to maintain their respective production equipment at or in the vicinity of the Wells in good condition (ordinary wear and tear excepted) at all times in accordance with generally accepted prudent industry practices when producing Wells are connected to Processor's Pipeline System at any Delivery Point.
- (c) Upon reasonable notice to Shipper, Processor or Processor's Agent, at their respective sole risk and expense, shall have the right at all reasonable times to inspect and witness any test on any Contracted Parties' high-low pressure shut-in production equipment at or tied to any Well. In the event of an emergency or the failure of Shipper to regulate the deliveries of Committed Gas when reasonably requested by Processor, Processor or Processor's Agent shall have the right to require Shipper to require the applicable Contracted Parties to shut-off the flow of Committed Gas into Processor's Pipeline System until such emergency no longer exists or Processor begins such resumption of deliveries, as applicable, and Processor shall not be liable to Shipper for any damage that may result to the Wells or the Contracted Parties' equipment. If reasonably possible under the circumstances, Processor will notify Shipper of any action that Processor or Processor's Agent intends to take pursuant to the immediately preceding sentence before any such action is taken by Processor or Processor's Agent. If it is not reasonably possible for Processor to notify Shipper before Processor or Processor's Agent takes any such action, then Processor shall notify Shipper of such action promptly after taking such action.
- 4.2 All Condensate and drip liquids attributable to the Committed Gas accumulating in the drips, separators and/or lines from the respective Wells upstream or downstream of a Delivery Point shall belong to and be owned by Shipper.
- 4.3 In the event the oxygen content of the Committed Gas tendered at any Delivery Point does not conform with the quality specifications set forth in **ITEM 2.1** above, Shipper shall, at the request of Processor, procure and install (or cause to be procured and installed), at Shipper's expense, an oxygen analyzer and control device on Shipper's facilities covered by this Contract that will shut off deliveries of Committed Gas in the event the oxygen content of the Committed Gas tendered at any Delivery Points does not conform with the quality specifications set forth in **ITEM 2.1**. Shipper shall annually

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test, or cause the owner of such facilities to annually test, such analyzer and control device to confirm its proper operation.

ITEM FIVE QUANTITY

- 5.1 Processor shall provide Gathering and Processing services to Shipper on a Firm Basis up to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date for Committed Gas. During the term hereof and as to the physical and operational capacity of Processor's Pipeline System and the Plant as exists as of the Effective Date, with regard to Committed Gas, Shipper shall have the highest priority of any shipper on Processor's Pipeline System and at the Plant and Shipper's capacity on Processor's Pipeline System and at the Plant shall not be prorated with respect to any other shipper unless required by applicable Law.
- 5.2 Subject to the other provisions of this Contract, Shipper shall deliver to Processor at the Delivery Points, and Processor shall receive from Shipper at the Delivery Points, all of the Committed Gas produced from the Dedicated Area attributable to the Contractually Dedicated Area Interests as well as the Committed Gas delivered by Shipper to Processor pursuant to **ARTICLE 2.6**. Upon receipt of the Committed Gas at the Delivery Points, Processor shall Gather and Process, as applicable, the Committed Gas and redeliver to Shipper at the Redelivery Points all of the Residue Gas, Condensate, and NGLs attributable to the Committed Gas. Processor shall operate the Plant as a prudent operator in accordance with generally accepted natural gas industry Processing practices with the objective to maximize the recovery of NGLs attributable to the Committed Gas consistent with the terms and conditions of this Contract except for those periods of time where Shipper has elected to reject ethane in accordance with **ARTICLE 3.5**.
- 5.3 During any period when the capacity of Processor's Pipeline System or at the Plant is constrained to Gather, transport, treat, and/or Process all of the gas connected thereto, the volumes of Committed Gas subject to **ARTICLE 3.3** shall not be reduced by Processor prior to the reduction of other shippers' gas volumes unless

required by applicable Law. Processor's failure to take said constrained volumes of Committed Gas shall not be deemed a breach of Processor's obligations hereunder.

- 5.4 In the event Processor, in its sole discretion, agrees to allow Shipper to deliver the Committed Gas hereunder "full wellstream," then in addition to the provisions set forth above in **ITEM 5.1** and notwithstanding the provisions of **ITEM 4.2**, Shipper may also deliver to Processor at the Delivery Points all liquids and any produced saltwater (or any similar nuisance liquids) attributable to Shipper from such Wells. Processor shall receive and handle all volumes of liquids and saltwater (or any similar nuisance liquids) attributable to Shipper pursuant to the terms herein and then redeliver to Shipper equivalent volumes of liquids and saltwater (and any similar nuisance liquids) at a mutually agreeable facility. Shipper shall then dispose of the liquids and saltwater at its sole cost and risk.

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- 5.5 The Parties recognize that certain quantities of gas and/or electricity will be used to fuel or power compression and treating equipment and for operational purposes, and that gas may be lost, gained, and/or unaccounted for on Processor's Pipeline System or at the Plant. Shipper shall provide Processor with its pro rata volumetric share of such fuel and gas lost, gained, and/or unaccounted for in-kind relative to all sources of gas into Processor's Pipeline System and at the Plant and Shipper shall reimburse Processor with its pro rata volumetric share of electrical power costs relative to all sources of gas into Processor's Pipeline System or at the Plant.
- 5.6 If at any time Processor is unable or fails for any reason to receive any quantity of Committed Gas available by Shipper under this Contract (absent Shipper's failure to deliver the Committed Gas to Gatherer), the affected quantity of Committed Gas made available by Shipper and not taken by Processor shall be temporarily released from this Contract. Shipper may, at its sole option and in addition to any other rights and remedies Shipper may have hereunder, at law or in equity, deliver all or any portion of the Committed Gas temporarily released from this Contract to an alternative pipeline or purchaser. This temporary release shall cease and Shipper shall resume delivery of the affected Committed Gas to Processor when Processor has notified Shipper that the cause of Processor's inability or failure to receive has been completely alleviated and Processor is ready, willing, and able to begin receiving the Committed Gas again. Upon the earlier of Shipper's receipt of Processor's notice or at such time when Shipper is legally or contractually able to do so (but in no event greater than 90 Days), Shipper shall resume deliveries to Processor.
- 5.7 Provided that Processor is able to meet its obligations to Shipper under the terms of this Contract, this Contract shall not preclude Processor from providing Gathering and Processing services to Third Parties.

ITEM SIX MEASUREMENT

- 6.1 The unit of volume for the measurement of Committed Gas shall be one (1) Cubic Foot of gas. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Committed Gas delivered hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision).
- 6.2 Processor or Processor's Agent shall own, install, maintain and operate Processor's Metering Facility located on Processor's Pipeline System at each Delivery Point and Redelivery Point. At each such Processor's Metering Facility, Processor or Processor's Agent will own, install, maintain and operate orifice meters or other measuring devices that meet accepted standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision). Processor or Processor's Agent may also install Electronic Flow Meters (EFM), which if installed, will be designed, installed, and operated in accordance with generally accepted prudent natural gas industry standards. Each such Processor's Metering Facility shall be so

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equipped with orifice meters, recording gauge, or other types of pneumatic or electronic meters or measuring devices of standard make and design commonly utilized in the natural gas industry in order to accomplish the accurate measurement of gas flowing through such equipment. Processor shall maintain all such meters, devices, gauges, and equipment in good operating condition in accordance with generally accepted prudent natural gas industry standards. Shipper will have access to Processor's metering equipment and information received from such metering equipment at reasonable hours. To the extent Shipper is contractually obligated to a Contracted Party, such Contracted Party will have access to any equipment and information if that Contracted Party's Committed Gas flows through said equipment. If a meter station is set up with a chart recorder, the changing of charts shall be done by Processor or Processor's Agent and Processor shall provide Shipper with a copy thereof upon reasonable request. The maintaining, calibrating and adjusting of all meters and related measurement facilities shall be done by Processor or Processor's Agent in accordance with generally accepted prudent natural gas industry standards and practices. The measuring stations located at any Redelivery Point may be installed, maintained and operated by a Third Party in conformity with the requirements provided in this **ARTICLE 6.2** and the Parties agree that the volume, quality, Gross Heating Value, and specific gravity determined by such Third Party in accordance with this Contract shall be utilized in this Contract as if determined by Processor or Processor's Agent hereunder.

- 6.3 Shipper or any applicable Contracted Party may, at its option and expense, install a check meter or meters at any or all Delivery Points for the purpose of checking Processor's or Processor's Agent's metering equipment. Any such check meter shall be installed in such a way so as not to interfere with the operations of Processor's Pipeline System or the Plant. The operating, maintaining, calibrating and adjusting of such check meters and related measurement equipment shall be performed or caused to be performed by Shipper or such Contracted Party in accordance with generally accepted prudent natural gas industry standards and practices.
- 6.4 When chart measurement is used, the temperature of the Committed Gas shall be the arithmetical average of the hourly temperatures accurately recorded during each day by Processor or Processor's Agent. The temperature of the Committed Gas flowing through the meter shall be determined by the use of a temperature measuring device operated in accordance with generally accepted prudent natural gas industry standards and installed immediately downstream of the meter so that it will accurately record the temperature of the Committed Gas flowing through the meter. If a temperature measuring device is not available at any Delivery Point, the average temperature from other temperature measuring devices in the Processor's Pipeline System, which are in reasonably close vicinity to such Delivery Point will be used.
- 6.5 Processor or Processor's Agent shall, at each Delivery Point, Redelivery Point, or any other measurement point where such measured quantities are used in the allocation of system fuel and/or losses, calibrate the meters and instruments, in accordance with generally accepted prudent industry practices, and obtain a representative spot or composite sample on a frequency to be reasonably determined by Processor in

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accordance with generally accepted prudent natural gas industry practices, but not less often than twice each year or more frequently as required under applicable Law.

- 6.6 The computation from fractional analysis of samples of Committed Gas, as provided for in **ITEM 6.5**, will be used to determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas samples. The computations so determined will be used for quality tests and in calculating Committed Gas deliveries as described in **ITEM 6.7** below with the first day of the month during which the sample is taken.

- 6.7 The Gross Heating Value of the Committed Gas will be determined by Processor or Processor's Agent by taking samples, as provided for in **ITEM 6.5**, at Processor's Metering Facilities. Processor will obtain a representative spot or composite sample of Committed Gas delivered at each Delivery Point or Redelivery Point. Processor will determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas to conform to Gas Processors Association Standards GPA 2166, GPA 2261, and GPA 2172, and any supplements and revisions thereto. For all purposes hereunder, including, pricing and payment, the Gross Heating Value of and the number of Btus contained in the Committed Gas shall mean, and be measured in terms of, the gross number of Btus that would be contained in the volume of such Committed Gas when saturated with water at the pressure and temperature as defined in the Cubic Foot of gas herein. The Btus contained in hydrogen sulfide or other non-hydrocarbon components shall be excluded in any calculation of the number of Btus contained in the Committed Gas under this Contract.
- 6.8 Each Party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjustment performed in connection with the other Party's measuring equipment. The records involving measuring equipment shall remain the property of their owner, but upon request each Party agrees to submit to the other its records and charts, together with calculations made therefrom subject to return within fifteen (15) days after receipt thereof by the Party owning them. EFM data and charts shall be kept on file for a period of at least two (2) years.
- 6.9 Samples shall be taken, as provided for in **ITEM 6.5**, by Processor or Processor's Agent to determine compliance with the gas quality specifications in **ITEM 2.1**. Each Party as well as any applicable Contracted Party (to the extent such Contracted Party has such right) shall have the right to be present at the time such samples are taken. Processor or Processor's Agent shall give Shipper no less than five (5) days prior notice of such tests.
- 6.10 As provided for in **ITEM 6.5**, each Party (at its sole expense) shall calibrate the meter and instruments installed by it or cause the same to be calibrated, all in accordance with generally accepted prudent natural gas industry standards and practices. Each Party shall give the other Party no less than five (5) days prior notice of such tests so that the latter may, at its election, be present in person or by its representative to observe adjustments (if any) which are made. For the purpose of measurement and meter calibration, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

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- 6.11 Each Party shall have the right at any time and from time to time to challenge the accuracy of any measurement equipment used by the other Party in connection with this Contract. If the percentage of inaccuracy upon any test of the measurement equipment is greater than two percent (2%) of the corrected quantity, the registration thereof and any payment based upon such registration shall be corrected at the rate of such inaccuracy for any period of inaccuracy which is reasonably determinable or agreed upon. If the period is not reasonably determinable or agreed to, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, not to exceed ninety (90) days. Following any test, any measurement equipment found to be inaccurate shall be adjusted or repaired to measure accurately, or replaced if such adjustment is not successful. If for any reason any meter is out of service or out of repair so that the quantity of Committed Gas delivered through such meter cannot be accurately ascertained or computed from the readings thereof, the quantity of Committed Gas so delivered during such period shall be estimated and agreed upon by the Parties upon the basis of the best available data, using the first of the following methods which, under the circumstances, is most feasible:
- (a) by using the registration of any check measuring equipment of Shipper or the applicable Contracted Party, if installed and registering accurately;
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
 - (c) by estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the equipment was registering accurately.

ITEM SEVEN SETTLEMENT SUPPORT AND PAYMENT

- 7.1.1 As soon as is reasonably practicable, but no later than the fifth (5th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper with any and all applicable Plant NGL pipeline tickets, Plant monthly production report summaries (showing production inventory activity, etc.), and local Plant NGL deliveries by component, where applicable.
- 7.1.2 As soon as is reasonably practicable, but no later than the twelfth (12th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper an electronic file containing each Well's Delivery Point volumes in Mcf (including Btu factors for saturated), GPMs and Mol percentages by component, and any other data necessary for the settlement statement allocations as described in **ARTICLE 3**.
- 7.1.3 Upon the receipt by Processor of any plant settlement statement(s) from Processor (with regard to a gas processing plant other than the Plant), an affiliate of Processor or Processor's Agent concerning the Committed Gas that is Gathered and/or Processed by such Third Party on behalf of Processor hereunder, Processor shall immediately forward and provide Shipper copies of such support, where applicable.

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- 7.1.4 As soon as is reasonably practicable, but no later than the twenty-fifth (25th) Day following the end of each month, Processor or Processor's Agent shall furnish Shipper a statement for the preceding month accurately and completely depicting the Gathered Volume, the Processed Volume and all information necessary for the calculation thereof; the quantities of Committed Gas (in Mcf and MMBtu) received; any amounts due pursuant to **ARTICLE 3.3** and all information necessary for the calculation thereof (provided, however, that any payment and related information pertaining to **ARTICLE 3.3** shall be due the month following the applicable calendar quarter in which the calculation was made taking into consideration any period of time for make-up volumes of Committed Gas); any applicable fees, the taxes contemplated in **ITEM 9.3**, and/or payments; electronic files supporting the settlement statement allocations as described in **ARTICLE 3** containing a summary and detail by Delivery Point of the various allocations for NGLs, Condensate, Residue Gas, fuel, and any other allocated volumes for both the Plant and for gas offloaded to Third Party plants and pipeline systems; amount of Condensate, NGLs, and Residue Gas produced and redelivered incident to this Contract; and the total amount due Processor for such production Month. Shipper shall pay Processor the amount on said statement on or before the last Day of the Month following the applicable production Month. If a Party fails to pay any undisputed amount due hereunder on or before such payment become delinquent, then interest shall accrue at a per annum rate of interest equal to the lower of: (i) the maximum lawful rate or (ii) the then effective London Inter/Bank Offering Rate (LIBOR) rate plus six (6) percent.
- 7.2 As between Shipper and Processor, Shipper shall make proper settlement and accounting to the applicable Contracted Party or all the owners of interest in the proceeds from the sale of Committed Gas, including royalty, overriding royalty and production payment interest owners, to which Shipper is contractually or otherwise legally obligated to make.
- 7.3 In the event an error is discovered by either Processor or Shipper in any statement, invoice or payment, such error shall be adjusted within thirty (30) days of the determination thereof; provided that a written claim therefore shall have been received and made within twenty-four (24) months from the date of such statement or payment in error.
- 7.4 Processor and Shipper shall each have the right to examine at all reasonable times and locations the books, records, ledgers, and charts of the other to the extent

necessary to verify or audit the accuracy of any payment, statement, invoice, bill, chart, or computation made under or pursuant to this Contract but only for such purposes.

- 7.5 Processor and Shipper shall preserve for a period of at least two (2) years all test data, meter records, charts and other similar records generated or made under this Contract.

ITEM EIGHT FORCE MAJEURE

- 8.1 In the event either Party is unable wholly or in part by "Force Majeure" as defined in **ITEM 8.2**, to carry out its obligations under this Contract, other than payment of sums of money, it is agreed that on such Party giving notice and full particulars of such Force

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Majeure by telephone (as soon as reasonably possible) and confirmed in writing to the other Party after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, from its inception, shall be suspended during the continuance of any inability so caused, but for no longer period. Said cause shall be, as far as reasonably possible, remedied with all reasonable dispatch. Upon the closure, completion, or extinguishment of a Force Majeure event declared hereunder, the Party claiming Force Majeure shall immediately provide the other Party with written notice of said closure, completion, or extinguishment.

- 8.2 The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts, or other material industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, either federal, state or tribal, inability of any Party to obtain necessary materials, supplies, or permits due to existing or future Laws, interruption or curtailment of firm transportation or firm storage by Third Parties, interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, the necessity for making repairs or alterations or the performance of tests to machinery or lines of pipe, freezing of lines of pipe, partial or entire failure of Wells, irrespective of whether such Wells or machinery or lines of pipe are operated by either of the Parties, and any other causes whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. The term Force Majeure shall also include the inability to acquire, or the delays in acquiring, necessary permits, right-of-way, easements or licenses required to enable a Party to fulfill its obligation hereunder if such Party exercised its commercially reasonable and diligent efforts to acquire same.
- 8.3 The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above-requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

ITEM NINE TAXES

- 9.1 Shipper shall pay, or cause to be paid, all taxes and assessments levied and imposed under applicable Law upon the Committed Gas except as otherwise specifically provided in this **ITEM NINE**. Subject to **ITEM 9.3** below, neither Party shall be responsible nor liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of this Contract.

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- 9.2 Shipper shall make, or cause to be made, all reports required by applicable Law with respect to gross production or severance taxes applicable to the Committed Gas, unless Processor has such obligation under applicable Law.
- 9.3 (a) Notwithstanding anything contained in this Contract, if any regulatory body having proper jurisdiction over the Processor's Pipeline System or the Plant imposes any new Laws ("Regulatory Change(s)") which requires Processor to pay any fee, tax, assessment, charge, or other cost on the carbon, greenhouse gases, or Btu content of the Committed Gas or Residue Gas or NGLs associated therewith (collectively, "Carbon Fee") and such Regulatory Changes do not require any modification or alteration to either the Plant or Processor's Pipeline System, then Processor shall have the right to recover from Shipper the actual Carbon Fee attributable to the Committed Gas and Residue Gas and NGLs associated therewith resulting from such Regulatory Changes. Processor may invoice Shipper monthly for the Carbon Fee that Processor reasonably believes that it will incur associated with the Regulatory Changes. If Processor invoices Shipper for such costs, Shipper shall pay Processor the amount invoiced within thirty (30) days from receipt thereof. Processor shall adjust the estimated costs of the Carbon Fee to the actual costs of the Carbon Fee when such actual costs are available and shall adjust its invoicing (or netted amounts as the case may be) to Shipper to reflect the actual costs of the Carbon Fee incurred by Processor. The difference between the estimated costs invoiced by Processor and the actual costs associated with the Regulatory Changes will bear interest at the rate described in **ITEM 11.6(j)** herein and will accrue interest from the dates billed or withheld and such difference and accrued interest will be payable to the party to whom it is owed within ten (10) business days following receipt of an invoice for such amounts from such Party.
- (b) In the event Processor is required by applicable Law to pay any Carbon Fee as a result of any Regulatory Changes and if any of those Regulatory Changes require a modification, change, or alteration of the Plant or Processor's Pipeline System in order to comply therewith, then Processor and Shipper shall amend this Contract to permit Processor to recover the actual costs incurred by Processor to comply with those Regulatory Changes insofar as attributable to the Committed Gas (and Residue Gas and NGLs associated therewith). The Parties shall negotiate in good faith to agree upon such amendment to this Contract that will permit recovery by Processor for all such costs. In the event the Parties cannot agree upon such an amendment incorporating the foregoing within sixty (60) days from the date Processor becomes obligated to make payment, then all disputed issues associated with the proposed amendment shall be subject to resolution in accordance with the provisions of **ITEM 11** herein. Upon reaching a resolution, whether by mutual agreement or **ITEM 11**, such resolution will retroactively apply to the Contract as of the date those Regulatory Changes became effective without the necessity of a formal written amendment to this Contract.

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ITEM TEN MISCELLANEOUS

- 10.1 **LIMITATION OF LIABILITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2** HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS CONTRACT OR THE BREACH THEREOF UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE,

STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES EACH OTHER AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), FAULT, OR LIABILITY WITHOUT FAULT.

- 10.2 **RIGHT OF WAY:** Processor shall be solely responsible for all costs and expense regarding the acquisition of land rights, easements, rights-of-way necessary to perform its obligations hereunder. If Processor has used commercially reasonable efforts (which shall not be deemed to include exercising powers of eminent domain) to acquire but failed to secure said land rights and Shipper is able to do so, then to the extent it may contractually or lawfully do so under any of the Contractually Dedicated Area Interest without impairing its own similar rights, Shipper will grant to Processor the right of ingress and egress, and the right to lay and maintain pipeline and communication lines and to install any other necessary equipment on and across the lands covered by each Contractually Dedicated Area Interest subject to this Contract when such pipeline, communication line, and other equipment is necessary in the performance of this Contract. Processor shall notify Shipper (who will promptly notify the applicable Contracted Party) before laying or installing any pipeline, line or equipment to enable the Parties to determine the extent of Processor's rights, if any, to perform such activity or operation. Processor shall comply with all applicable terms and provisions of the instruments creating or granting the Contractually Dedicated Area Interest, and applicable Law insofar as pertaining to the rights granted to and exercised by Processor in this **ITEM 10.2**. All lines and other equipment placed by Processor on said lands shall remain the personal property or fixtures, as classified by applicable Law, of Processor, and, subject to the terms of this Contract, the instruments creating or granting the Contractually Dedicated Area Interest and applicable Law, may be removed by Processor at any time with at least five (5) days prior written notice to Shipper (who will promptly notify the applicable Contracted Party).
- 10.3 **TITLE, POSSESSION, AND INDEMNITY:** As between the Parties, Shipper shall be in control and in possession of the Committed Gas delivered hereunder and responsible for any damages or injuries caused thereby until the same shall have been delivered to Processor at the Delivery Points and received from Processor at the Redelivery Points, except injuries and damages which shall be occasioned by the negligence or willful

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misconduct of Processor. After receipt of the Committed Gas at the Delivery Points and until redelivery of same to Shipper at the Redelivery Points, Processor shall be deemed to be in exclusive control and possession thereof and responsible for any damages or injuries caused thereby, except injuries and damages (i) which shall be occasioned by the negligence or willful misconduct of Shipper or (ii) as described in **ITEM 2.3**. Title to the Committed Gas and its associated Residue Gas, Condensate and NGLs shall remain with Shipper. In the event of any dispute, question, or litigation at any time regarding Shipper's right to Gather, Process, or market any of the Committed Gas hereunder, Processor shall be entitled to suspend its performance hereunder until such dispute, defect, or question is corrected or removed to Processor's reasonable satisfaction or Shipper furnishes Processor with a corporate undertaking designed to hold Processor harmless.

- 10.4 **WAIVER OF BREACH:** The waiver by either Party of any of its rights or any breach of the provisions of this Contract shall not constitute a continuing waiver of those rights or other breaches of the same or other provisions of this Contract.
- 10.5 **REGULATORY BODIES:** This Contract and all operations hereunder are subject to all applicable Laws; provided, however, nothing contained herein shall be construed as a waiver of any right of any Party to question or contest any such Law.
- 10.6 **INTRASTATE:** Shipper represents and warrants that the Committed Gas hereunder is deregulated pursuant to the Natural Gas Wellhead Decontrol Act of 1989. Each Party represents and warrants to the other that the Committed Gas delivered hereunder will not have been and will not be sold or resold, transported, commingled, used or consumed in interstate commerce in such a manner that would subject the Committed Gas, this Contract, either Party, their designees, or the facilities of either Party or their designees to the jurisdiction or regulation under the Natural Gas Act of 1938, as amended. If either Party breaches or threatens to breach this representation and warranty, the other Party shall have the right to terminate this Contract immediately in addition to any other rights and remedies it may have under the provisions hereof or at law or in equity.
- 10.7 **CHOICE OF LAW AND INTERPRETATION:** This Contract shall be governed by and interpreted in accordance with the Laws of the State of Oklahoma without regard to the conflicts of law. The captions or headings preceding the various parts of this Contract are inserted and included solely for conveniences and shall never be considered or given any effect in construing this Contract or any part of this Contract, or in connection with the intent, duties, obligation, or liabilities of the Parties. This Contract was prepared by the Parties and not by any Party to the exclusion of one or the other.
- 10.8 **ASSIGNMENT:** This Contract and the rights and obligations under it may be assigned and delegated by a Party only with the prior written consent of the other Party where such consent shall not be unreasonably withheld. All covenants, stipulations, terms, conditions, and provisions of this Contract shall extend to, inure to the benefit of and be binding upon the respective successors, assigns, and representatives in bankruptcy of the Parties. Any complete or partial assignment of by Shipper of any of its Contractually

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Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under this Contract. No conveyance or transfer of any Contractually Dedicated Area Interests by Shipper or the transfer by any owners of any royalty, overriding royalty or production payments shall be binding upon Processor until Processor has been furnished notice thereof, including such conveyance or transfer, and letter in lieu or transfer order signed by the grantor or assignor, or an acceptable division order signed by the grantor or assignor, all to the reasonable satisfaction of Processor.

- 10.9 **FINALITY OF PAYMENT:** Notwithstanding any other provision of this Contract, any statement and payment thereunder shall be deemed final as to both Processor and Shipper unless the information contained on the statement is questioned in writing within two (2) years after payment thereof has been received.
- 10.10 **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties, and there is no other agreement between the Parties, either oral or written, concerning the Dedicated Area. This Contract supersedes and replaces, in entirety, any and all prior agreements, if any, between the Parties or their predecessors in interest for the transportation, Gathering, compression, handling and/or Processing of the Committed Gas from or attributable to the Contractually Dedicated Area Interests.
- 10.11 **COUNTERPART EXECUTION:** This Contract may be signed in counterparts and shall be fully effective regardless of whether both the Parties signed the same counterpart, provided that each Party signs at least one (1) or more such counterparts.
- 10.12 **AMENDMENT:** Any amendment to this Contract shall not be valid unless it is agreed to in writing and signed by a duly authorized officer or agent of each Party.
- 10.13 **CONFIDENTIALITY:** Each Party agrees that it will maintain the terms and provisions of this Contract ("Confidential Information") in strictest confidence and that it will not cause or permit disclosure of those terms to any Third Party without the express written consent of the other Party. Disclosures otherwise prohibited by this **ITEM 10.13** may be made by either Party to the extent: (1) necessary for a Party to enforce its rights hereunder against the other Party, (2) a Party is contractually or legally bound to disclose Confidential Information hereunder to a Third Party, (3) a Party is required to disclose all or part hereof by applicable Law, including by a

court, agency, or other governmental body exercising jurisdiction over the subject matter hereof, by order, by regulation or by other compulsory process (including, but not limited to, deposition, subpoena, interrogatory, or request for production of documents), (4) necessary to effectuate the transportation of the Committed Gas, Residue Gas or NGLs, (5) any prospective purchaser of either Party and/or the assets and facilities utilized by either Party in performing their respective obligations hereunder, or (6) its affiliates and the directors, officers, employees, partners, members, managers, owners, attorneys, agents, lenders, advisors, consultants and contractors of such Party and its affiliates who have a "need to know" ("Representative"). Notwithstanding the foregoing, a Party disclosing Confidential Information hereunder to Third Parties or Representatives pursuant to any

one of the aforementioned exceptions shall instruct such Third Parties and Representatives of its confidential nature and of the obligation to keep the Confidential Information secret and confidential. Such Party disclosing Confidential Information to Third Parties or Representatives shall be liable to the other Party for any breach by such Third Parties and Representatives of these confidentiality obligations.

- 10.14 **INDEMNITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2.3**, PROCESSOR SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD SHIPPER HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY SHIPPER RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF PROCESSOR, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER'S RESIDUE GAS AND NGLS WHILE THE SAME IS IN THE CUSTODY AND/OR CONTROL OF PROCESSOR, AND (III) PROCESSOR'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF SHIPPER'S FACILITIES DURING THE TERM HEREOF. SHIPPER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD PROCESSOR HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PROCESSOR RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF SHIPPER, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS AND SHIPPER'S RESIDUE GAS AND NGLS WHILE THE SAME IS IN CUSTODY AND/OR CONTROL OF SHIPPER, (III) SHIPPER'S FAILURE TO MEET THE GAS QUALITY SPECIFICATIONS IN **ITEM 2**, AND (IV) SHIPPER'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF PROCESSOR'S FACILITIES DURING THE TERM HEREOF. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY, PROTECT, DEFEND, OR HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST LOSSES TO THE EXTENT SUCH LOSSES RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.
- 10.15 **PAYMENTS:** As between Shipper and Processor, Shipper shall have the sole and exclusive obligation and liability for the payment of all persons due any proceeds derived from the Committed Gas, Residue Gas, Condensate, and NGLs (including all constituents and products thereof) delivered under this Contract. In no event shall Processor have any obligation to those persons due any of those proceeds of production attributable to any such gas (including all constituents and products thereof) delivered under this Contract. **Shipper shall indemnify, defend, and save Processor harmless from all Losses arising from and out of claims of any or all Third Parties with respect to those payments described in this ITEM 10.15.**

ITEM ELEVEN DISPUTE RESOLUTION PROCEDURES

- 11.1 **Negotiation** — In the event that any dispute arises related to this Contract including any alleged non-performance or breach of any provision of this Contract by a Party, or any disagreement concerning the meaning of any provision of this Contract or any disagreement concerning any action taken or failed to be taken under this Contract (a "Dispute"), the Parties shall first seek to resolve any Disputes by negotiation between managers of each who have authority to settle the controversy.

- 11.2 **Notification.** When a Party believes there is a Dispute relating to the Contract, the Party will give the other Party notice of the Dispute providing sufficient detail for the recipient to understand the provider's position and the legal and contractual basis for it.
- 11.3 **Meeting Among Managers.** The managers shall meet at a mutually acceptable time and place within thirty (30) days after the receipt of the notice to exchange relevant information and to attempt to resolve the Dispute. The managers may involve a third-party mediator, if they so choose. If a manager intends to be accompanied at a meeting by legal counsel, the other Party's manager shall be given at least three (3) business days' notice of such intention and may also be accompanied by legal counsel.
- 11.4 **Confidentiality.** All negotiations concerning the Dispute shall be confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.
- 11.5 **Tolling.** A Party's receipt of any notice of the Dispute shall immediately toll the running of all statutes of limitation relating to the matters in Dispute, which statutes shall remain suspended for forty-five (45) days from and after the recipient's receipt of that notice.
- 11.6 **Arbitration.** If a Dispute has not been resolved within the period described in **ITEM 11.5**, then either Party may provide the other Party with notice to initiate arbitration proceedings, which proceedings shall be conducted as provided in this **ITEM 11.6**.
- (a) **Scope/Final and Binding** — Any Dispute (including any controversy or claim) of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to this Contract, the relationship of the Parties, the obligations of the Parties or the operations carried out under this Contract, including any Dispute as to the existence, validity, construction, interpretation, negotiations, performance, non-performance, breach, termination, or enforceability of this Contract including the applicability and enforceability of this **ITEM 11**, shall be settled through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes between the Parties relating to the Contract. Initiation of arbitration shall toll the running of all statutes of limitation relating to the matters in Dispute.
- (b) **Institutional Arbitration** — The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as in effect on the date of commencement of the arbitration proceeding, except as modified herein.
- (c) **Number of Arbitrators** — If the amount in Dispute involves less than \$2 million, exclusive of interest and costs, then the arbitration shall be conducted and finally settled by a sole arbitrator. If the amount in Dispute, exclusive of interest and costs, is \$2 million or more, if the amount in Dispute is unknown, or if relief other

than damages is sought, then the arbitration shall be conducted and finally settled by the majority vote of three (3) arbitrators.

- (d) **Method of Selecting Arbitrators** — If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the Parties. If the

Parties fail to agree on the arbitrator within thirty (30) days after the initiation of the arbitration, then the AAA shall appoint the arbitrator. If the arbitration is to be conducted by three (3) arbitrators, each Party shall within fifteen (15) days after initiation of the arbitration select one (1) arbitrator, and these two (2) arbitrators shall select a third (3rd) presiding arbitrator. If the two (2) Party-appointed arbitrators fail to agree on the third (3rd) arbitrator within fifteen (15) days after the appointment of the later of the two, then the third (3rd) arbitrator shall be appointed by the AAA.

- (e) **Place of Arbitration** — Unless otherwise agreed by the Parties, the situs of the arbitration under this Contract shall be Oklahoma City, Oklahoma.
- (f) **Qualifications and Conduct of the Arbitrators** — All arbitrators, no matter how selected, shall be and remain at all times wholly independent, unbiased and impartial and shall provide the Parties with a statement that they shall decide the case impartially.
- (g) **Interim Measures** — The arbitrators, or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators are unable to be involved in a timely fashion, may grant interim measures including injunctions, attachments and conservation orders in appropriate circumstances, which measures the Parties agree may be immediately enforced by the arbitrators or by a court of competent jurisdiction. Notwithstanding the requirement for negotiation, prior to the constitution of the arbitration tribunal and thereafter as necessary to enforce the arbitrators' rulings or in the absence of the jurisdiction of the arbitrators to rule on interim measures in a given jurisdiction, any Party may apply to a court of competent jurisdiction for interim measure, and the Parties agree that seeking and obtaining such measures shall not waive the right to arbitration. Furthermore, notwithstanding the above provisions regarding negotiation, if either Party deems that time is of the essence in resolving the dispute, it may initiate arbitration and seek interim measures, as provided herein, and then comply with the requirements for negotiations as long as they are fully completed before the commencement of the final hearing on the merits in the arbitration proceeding.
- (h) **Waiver of Appeals** — To the extent permitted by applicable Law, any right to appeal from or to cause a review of any arbitral award by any court is hereby waived by the Parties.
- (i) **Costs and Attorneys' Fees** — The arbitral tribunal is authorized to award costs and attorneys' fees or allocate them between the Parties, and the costs of the

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arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.

- (j) **Interest** — Any award may include interest from the date of any breach or violation of this Contract, as determined by the arbitral award, and from the date of the award until paid in full. Interest shall be awarded at the rate stated in **ITEM 7.1**.
- (k) **Punitive Damages** — Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded in connection with any Dispute.

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EXHIBIT "A"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

DEDICATED AREA

The Dedicated Area is comprised of the following counties in the State of Oklahoma:

1. Coal County

Township 3N Range 9E
Township 3N Range 10E
Township 3N Range 11E

2. Hughes County

Township 4N Range 9E
Township 4N Range 10E
Township 4N Range 11E
Township 5N Range 9E
Township 5N Range 10E
Township 5N Range 11E

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EXHIBIT "B"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

REDELIVERY POINTS — RESIDUE GAS*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Enable Gas Transmission, LLC (formerly CEGT)	Devon Northridge IC	002198	27-05N-10E	Hughes Co., OK
Enable Oklahoma Interstate Transmission, LLC (formerly Enogex)	Gerty CRP	33146	06-04N-09E	Hughes Co., OK
Enable Oklahoma Interstate Transmission, LLC (formerly Enogex)	Gerty North CRP	33064	14-05N-10E	Hughes Co., OK
Enable Oklahoma Interstate Transmission, LLC (formerly Enogex)	Northridge CRP HP	32895	13-03N-11E	Pittsburg Co., OK
Enable Oklahoma Interstate Transmission, LLC (formerly Enogex)	Northridge CRP	11804	13-03N-11E	Coal Co., OK
MarkWest Oklahoma Gas Company, L.L.C.	NR Residue to MW 8"	095.0809	02-04N-10E	Hughes Co., OK
MarkWest Oklahoma Gas Company, L.L.C.	Devon CDP IC (non-residue gas)	095.055	25-04N-10E	Hughes Co., OK

*As well as any other Redelivery Points for Residue Gas not listed above that may exist as of the Effective Date.

REDELIVERY POINTS — NATURAL GAS LIQUIDS*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Oneok Gas Transportation, LLC	Devon Northridge Gathering Facility	467	02-04N-10E	Hughes Co., OK

*As well as any other Redelivery Points for Natural Gas Liquids not listed above that may exist as of the Effective Date.

REDELIVERY POINTS — CONDENSATE*

OPERATOR	STATION NAME	METER #	LOCATION	COUNTY, STATE
Truck sales	Northridge Plant	NA	02-04N-10E	Hughes Co., OK

*As well as any other Redelivery Points for Condensate not listed above that may exist as of the Effective Date.

EXHIBIT "C"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

SHORT FORM MEMORANDUM

MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT

THIS MEMORANDUM OF GAS GATHERING AND PROCESSING CONTRACT (this "Memorandum") is entered into this 7th day of March, 2014 but effective as of the 1st Day of March, 2014 ("Effective Date") by and between **DEVON GAS SERVICES, L.P.** ("Shipper"), with an address of 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102-5015, and **ENLINK MIDSTREAM SERVICES, LLC**, with an address of 2501 Cedar Springs Road, Dallas, TX 75201 ("Processor"). Shipper and Processor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Shipper and Processor entered into that certain Gas Gathering and Processing Contract dated March 7, 2014 (the "Contract") but made effective as of the Effective Date, pursuant to which Processor will provide certain gas Gathering and Processing services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Contract; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of various counties located in the State of Oklahoma, to give notice of the existence of the Contract and certain provisions contained therein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Notice.** Notice is hereby given of the existence of the Contract and all of its terms, covenants and conditions to the same extent as if the Contract was fully set forth herein. Certain provisions of the Contract are summarized in Sections 2 through 5 below.
- Term.** The Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter or as otherwise provided for in the Contract until terminated by either Processor or Shipper (i) upon the giving of notice to the other Party of its intention to terminate the Contract

at least 180 Days prior to the end of the Initial Term or any subsequent extension term or (ii) as otherwise provided for in the Contract.

3. Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Contract and the other terms and conditions of the Contract, Shipper has exclusively dedicated and committed for Gathering and Processing, and has agreed to deliver, or cause to be delivered, to Processor all of the Committed Gas attributable to its Contractually Dedicated Area Interests located within the area described in Schedule 1 attached hereto and incorporated herein (the "Dedicated Area").

4. Covenant Running with the Contractually Dedicated Area Interests. So long as the Contract is in effect, the dedication in the Contract shall be a covenant running with the Contractually Dedicated Area Interests and, subject to the exceptions and reservations set forth in the Contract, any complete or partial assignment of by Shipper of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under the Contract.

5. No Amendment to Contract. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Contract in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the day first above written.

ENLINK MIDSTREAM SERVICES, LLC

By: _____
Darryl G. Smette
Executive Vice President

DEVON GAS SERVICES, L.P.

By: _____
Susan E. Alberti
Senior Vice President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on 7th day of March, 2014 by Darryl G. Smette, Executive Vice President of ENLINK MIDSTREAM SERVICES, LLC, a Texas limited liability company, on behalf of such entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 7th day of March, 2014, by Susan E. Alberti, Senior Vice President of DEVON GAS SERVICES, L.P., a Texas limited partnership, on behalf of said entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

The Dedicated Area is comprised of the following counties in the State of Oklahoma:

1. Coal County

Township 3N Range 9E
Township 3N Range 10E
Township 3N Range 11E

2. Hughes County

Township 4N Range 9E
Township 4N Range 10E
Township 4N Range 11E
Township 5N Range 9E
Township 5N Range 10E
Township 5N Range 11E

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EXHIBIT "D"

**TO GAS GATHERING AND PROCESSING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
ENLINK MIDSTREAM SERVICES, LLC, "PROCESSOR"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

Pursuant to **ARTICLE 3.6** of the Contract, at any time and from time to time during the term hereof, Shipper may request Processor to deliver to Shipper a quantity of gas which Shipper will utilize for its gas lift system and/or other equipment or systems ("System") to facilitate production from such Wells. Such service shall be offered by Processor to Shipper in accordance with the terms and conditions as set forth below:

I.

From time to time during the term hereof, the services contemplated herein and provided by Processor to Shipper shall only be eligible for those existing and/or future Wells owned or controlled by Shipper which are located within the Dedicated Area.

II.

Processor shall design and install regulating and measurement equipment (hereinafter referred to as the "Facilities" and as further described in this Article II) required in establishing a point at which gas can be delivered from Processor's Pipeline System to Shipper for use in the operation of a System at each Well ("Lease Delivery Point"). Each Lease Delivery Point shall be located at the Delivery Point for each Well on Processor's Pipeline System. Such Facilities shall consist of appropriately sized metering facilities (meter run, EFM and communications equipment) and auxiliary facilities. Shipper shall reimburse Processor a one-time charge of \$*** for each of the new Facilities, to be paid by Shipper to Processor within thirty (30) days of receipt of invoice. Processor will own, operate and maintain, or cause to be operated and maintained, the Facilities and Shipper shall pay to Processor a monthly fee \$*** for each Lease Delivery Point provided by Processor under this Agreement.

Notwithstanding the foregoing, Shipper hereby authorizes Processor to establish a temporary point at which gas can be delivered from Processor's Pipeline System to Shipper for use on a short-term basis in operation of a System at each Well. Processor may design and install portable regulating and measurement equipment (hereinafter referred to as the "Portable Facilities") at said temporary point. Prior to the installation of Portable Facilities, Shipper shall notify a representative of Processor at least three (3) days prior to such installation. Notice shall be made in any manner provided in the Contract as well as through telephonic or email communication. Each temporary Lease Delivery Point shall be located at the Delivery Point for

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each Well on Processor's Pipeline System. Such Portable Facilities shall consist of a complete portable meter system (meter tube, EFM, battery, and solar panel). Processor will own, operate and maintain, or cause to be operated and maintained, the Portable Facilities. Processor will provide the EFM data and final measurement data to Shipper. Shipper agrees to reimburse Processor for the actual cost, within thirty (30) days of receipt of invoice, incurred by Processor for the Portable Facilities authorized herein.

At such time that a Facility or a Portable Facility is disconnected, relocated and connected to another Lease Delivery Point, Shipper shall reimburse Processor \$*** for meter technician services to start up the facilities plus any actual system refurbishment costs if required. Shipper shall provide any other services required to disconnect, relocate, and re-connect a Facility or Portable Facility. Further, Shipper shall be responsible for all meter damage incurred during the disconnection, relocation and reconnection process.

III.

With respect to gas delivered by Processor to Shipper at the Lease Delivery Point(s), Shipper agrees neither to resell nor to use the gas purchased incident to this Agreement for any purpose other than those specified herein, nor to assign this Agreement without the prior written consent of Processor, where such consent shall not be unreasonably withheld.

IV.

It is understood that the gas supplied hereunder comes direct from wells in the area and that the supply will be variable and may, at any time without notice, temporarily or permanently cease. The gas may be untreated and unprocessed and may contain various impurities, including but not limited to, water. Shipper agrees to indemnify, hold harmless and defend Processor against any and all claims, demands, suits, actions, and causes of actions asserting liability arising downstream the Lease Delivery Point (s) for damage or injury to person or persons or property resulting from the handling or use of such gas but only to the extent such claims, demands, suits, actions, or causes of actions were caused by the gross negligence or willful misconduct of Shipper.

V.

Processor shall have the right to shut off gas delivery to Shipper at any time with notice for any of the following:

- A. for repairs,
- B. for want of supply,
- C. for non-payment of bills when due, or
- D. for a breach of any provision of this Agreement.

*** Where this marking appears throughout this Exhibit 10.5, information has been omitted pursuant to a request for confidential treatment and such information has been filed with the Securities and Exchange Commission separately.

GAS GATHERING CONTRACT

BETWEEN

DEVON GAS SERVICES, L.P.

AS “SHIPPER”

AND

SWG PIPELINE, L.L.C.

AS “GATHERER”

March 7, 2014

Effective as of March 1, 2014

East Johnson County System

Johnson County, Texas

GAS GATHERING CONTRACT

This Gas Gathering Contract is made and entered into this 7th Day of March, 2014 but effective as of the 1st Day of March, 2014 (the “Effective Date”), by and between **Devon Gas Services, L.P.**, a Texas limited partnership (“Shipper”), and **SWG Pipeline, L.L.C.**, a Texas limited liability company (“Gatherer”).

WITNESSETH

WHEREAS, Shipper has available a supply of Committed Gas and desires for Gatherer to perform the services described herein with respect to said Committed Gas; and

WHEREAS, Gatherer or Gatherer’s Agents operates a pipeline system which is capable of receiving deliveries of Committed Gas and redelivering the Committed Gas; and

WHEREAS, Shipper desires to deliver to Gatherer the Committed Gas for Gathering and Gatherer desires to receive from Shipper such Committed Gas for those purposes, all subject to and in accordance with the terms and conditions contained in this Contract.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Contract, Shipper and Gatherer (individually, a “Party” and collectively, the “Parties”) agree with each other as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 Each of the following terms enclosed by quotation marks in this **ARTICLE 1.1** shall be a defined term, and each term enclosed by parentheses and quotation marks in the preamble or body of this Contract, or otherwise defined in this Contract, shall also be a defined term, and wherever used in this Contract, each such defined term shall have the meaning provided for it in this Contract:
- 1.1.1 “Appendix” shall mean that certain “Appendix — General Terms and Conditions to Gas Gathering Contract”, which is attached hereto.
 - 1.1.2 “Btu” shall mean British Thermal Unit.
 - 1.1.3 “Committed Gas” shall mean all Natural gas produced from the Dedicated Area and attributable to Contractually Dedicated Area Interests, except for all Natural gas (including all constituents and components thereof, and all products derived therefrom) expressly excluded or reserved by Shipper hereunder, including but not limited to, **ITEM 1.1** of this Contract. The term “Committed Gas” shall also include quantities of Natural gas Shipper elects to make subject to this Agreement pursuant to **ARTICLE 2.6**.
 - 1.1.4 “Condensate” shall mean the liquid hydrocarbons, condensates, and/or distillates that are recovered from gas in typical oil and gas separators or pipeline drips,

compressor discharge, or suction scrubbers, usually from changes in ambient or ground temperature and/or pressure, but not from processing.

- 1.1.5 “Contract” shall mean this Gas Gathering Contract, including the Appendix and Exhibits attached hereto and any future amendments and/or exhibits.

- 1.1.6 “Contractually Dedicated Area Interests” shall mean the following interests and rights (insofar only as those interests and rights cover or pertain to any lands located in the Dedicated Area) that are now or hereafter subject to a legally binding agreement or arrangement by virtue of which Shipper has or will have the right to market and/or Gather Natural gas and provide other services attendant thereto that is produced from those lands and/or lands spaced, pooled, or communitized therewith and is attributable to those interests and rights: (i) any fee or term mineral or royalty interest; (ii) any interest or right in or derived or carved from any oil and gas lease; (iii) any interest or right derived from any pooling or unitization order; and (iv) any interest or right in or derived from any agreement (including any farmout, operating, communitization, marketing, purchase and sales, pooling, or unit agreement) pertaining to any right or interest identified or referenced in clause or item (i), (ii) or (iii) of this definition of Contractually Dedicated Area Interests; and (v) any option or contractual right to acquire or earn any interest or right identified or referenced in clause or item (i), (ii), (iii) or (iv) of this definition of Contractually Dedicated Area Interests.

- 1.1.7 "Cubic Foot of gas" shall mean the volume of gas necessary to fully fill one (1) cubic foot of unfilled space at a pressure base of 14.65 pounds per square inch absolute at a temperature of sixty degrees Fahrenheit (60°F).
- 1.1.8 "Day" or "day" shall mean a period of 24 consecutive hours beginning and ending at 9:00 a.m., Central Clock Time.
- 1.1.9 "Dedicated Area" shall mean all the lands included or enclosed in the bold outlined area depicted in Exhibit "A." With respect to Tarrant County, Texas, the "Dedicated Area" shall only apply to those Contractually Dedicated Area Interests that are located entirely within Abstract A-931 of the Abner Lee Survey.
- 1.1.10 "Delivery Point(s)" shall be the locations as identified in **ARTICLE 5.1**, where Shipper delivers the Committed Gas to Gatherer.
- 1.1.11 "Firm Basis" shall mean the highest level of Gathering services then offered by Gatherer on Gatherer's Pipeline System where Gatherer may interrupt its performance without liability only to the extent such performance is prevented by reasons of Force Majeure or any other agreed upon event. The term "Firm Basis" shall also incorporate the concept of "no notice service" which means the delivery and redelivery of Natural gas on an instantaneous or as-soon-as-reasonable basis without the need to provide any minimum amount of advance notice or to specify the quantity of gas to be delivered and redelivered.

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- 1.1.12 "Gathered Volume" shall mean, for any period, the sum of Shipper's volume of Committed Gas (in MMBtu) delivered at each Delivery Point during that period less (i) Committed Gas used during that period by Gatherer for compression and treating fuel as described in **ARTICLE 3.2.3** but excluding any purchased fuel gas, (ii) Shipper's pro-rata share of Committed Gas used for fuel on Gatherer's Pipeline System, including fuel use for treating purposes hereunder, (iii) loss and unaccounted for gas on Gatherer's Pipeline System (including gains or losses) during that period, and (iv) gas used by Shipper for gas lift operations on Wells during that period.
- 1.1.13 "Gatherer's Agent" shall mean any person or entity with which Gatherer has contracted to provide, on occasion, certain post-production services, including transmission, Gathering, treating, compression, measurement, accounting, or testing services, on behalf of Gatherer with respect to the Committed Gas.
- 1.1.14 "Gatherer's Metering Facilities" shall mean Gatherer's or Gatherer's Agent's meter and related facilities located at the Delivery Points and/or the Redelivery Points.
- 1.1.15 "Gatherer's Pipeline System" shall mean Gatherer's and/or Gatherer's Agent's pipeline system which is utilized to Gather the Committed Gas hereunder.
- 1.1.16 "Gathering" shall mean the receipt of gas at the Delivery Points by Gatherer or Gatherer's Agent and the compression, treating, dehydration, and redelivery of said gas by Gatherer or Gatherer's Agent at the Redelivery Points. Wherever the term "Gather" or "Gathered" is used with initial capitalization in this Contract, such term shall have the same meaning as Gathering.
- 1.1.17 "GPM" shall mean gallons per Mcf.
- 1.1.18 "Gross Heating Value" shall mean the number of Btus produced by the combustion at constant pressure of an amount of gas which would fully fill one (1) Cubic Foot of gas at saturated conditions.
- 1.1.19 "Law" shall mean any and all constitutional provisions, rules, codes, regulations, statutes, ordinances, enactments, judicial and administrative orders, decrees, standards, decisions and rulings that are adopted, enacted, promulgated or issued by any federal, state, municipal, parish or tribal governmental authority, including the common law.
- 1.1.20 "Losses" shall mean any actual loss, cost, claim, penalty, liability, damage, demand, suit, sanction, cause of action of every kind of character (including damage to property, personal injury, or death), judgment, lien, encumbrance, fine, or expense, including reasonable attorneys' fees, investigation expenses, and court costs.

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- 1.1.21 "Maximum Delivery Pressure" shall have the meaning set forth in **ARTICLE 5.1**.
- 1.1.22 "Natural gas" or "gas" shall mean natural gas produced from gas wells and gas produced in association with oil, including all hydrocarbon and non-hydrocarbon components, casinghead gas produced from oil wells, gas well gas and stock tank vapors.
- 1.1.23 "Mcf" shall mean one thousand (1,000) Cubic Feet of gas.
- 1.1.24 "MMBtu" shall mean one million (1,000,000) Btus.
- 1.1.25 "Month" or "month" shall mean the period of time beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. on the first day of the next succeeding calendar month.
- 1.1.26 "Psig" or "psig" shall mean pounds per square inch gauge.
- 1.1.27 "Redelivery Point(s)" shall have the meaning as set forth in **ARTICLE 5.2**.
- 1.1.28 "Settlement Point(s)" shall mean, if applicable, the location or point at which title, custody, and possession of the Committed Gas attributable to Shipper is first transferred from Shipper or Shipper's designee to a Third Party or its designee. For purposes of allocating said Committed Gas back to each Well, such Committed Gas shall be measured at dry conditions.
- 1.1.29 "Third Party" shall mean any person or entity other than Gatherer, Gatherer's Agent, or Shipper.
- 1.1.30 "Wells" shall mean any well classified by any governmental authority or under any applicable Law as a gas well or oil well in which gas produced therefrom and attributable to a Contractually Dedicated Area Interest subject to this Contract has been dedicated to Shipper, whether such well now exists or is hereafter drilled.

- 1.2 The headings and titles in this Contract are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the provisions of this Contract. Each reference made in this Contract to an article or item (as used in the Appendix) is to the applicable article or item in this Contract unless the context clearly indicates otherwise.

1.3 The words “this Contract”, “herein”, “hereby”, “hereunder”, “hereof”, and words of similar import refer to this Contract as a whole and not to any particular part of this Contract, unless the context clearly indicates otherwise.

1.4 Each reference made in this Contract to an exhibit is to the applicable exhibit attached hereto, unless the context clearly indicates otherwise. The Appendix and each exhibit attached hereto are made a part hereof.

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1.5 As used in this Contract, (i) any pronoun in masculine, feminine or neuter gender shall be construed to include all other genders, (ii) the term “including” shall be construed to be expansive rather than limiting in nature and to mean “including without limitation”, except where the context clearly otherwise requires, (iii) each term that is defined in this Contract in the singular shall include the plural of such term, and each term that is defined in this Contract in the plural shall include the singular of such term, and (iv) the words, phrases, and terms used herein shall have their ordinary meaning unless it is clearly indicated otherwise in this Contract or unless such word, phrase or term is defined in this Contract.

1.6 Both Parties participated in the drafting of this Contract. If any ambiguity is contained herein, no weight shall be given in favor of or against a Party in resolving that ambiguity on account of that Party’s drafting of this Contract.

1.7 Any reference to any time or period of time is to the applicable time or period of time in the Dedicated Area.

ARTICLE 2 DEDICATION AND PROPERTIES COVERED

2.1 Subject to the terms and conditions of this Contract and except as otherwise provided in this Contract, Shipper hereby commits and dedicates exclusively to Gatherer all of the Committed Gas attributable to the Contractually Dedicated Area Interests for the term of this Contract for the purposes provided in this Contract. The commitment and dedication set forth in this Section 2.1 shall be deemed a covenant running with the Dedicated Area and shall be binding on the successors and assigns of Shipper.

2.2 Shipper represents and warrants to Gatherer that when Shipper delivers the Committed Gas to Gatherer during the term hereof, Shipper will have the right to Gather and/or market the Committed Gas produced from the Contractually Dedicated Area Interests, free from liens and adverse claims of every kind and, subject to the reservation of rights described in **ITEM 1.1(c)**, will not waive or consent to any release, termination, or early expiration of any said Contractually Dedicated Area Interests during the term hereof without the express prior written consent of Gatherer, which shall not be unreasonably withheld. Shipper further represents and warrants that when the Committed Gas is delivered to Gatherer at the Delivery Points that such Committed Gas will be owned or controlled by Shipper and will not be subject to any prior unreleased dedication as of the Effective Date. If after the Effective Date Shipper obtains the right to market and/or Gather gas within the Dedicated Area, then that gas shall become Committed Gas hereunder when Shipper obtains that right except as otherwise provided herein; provided, however, if said gas is subject to prior unreleased written dedication or commitment for the type of services provided for herein, then such interests shall be excluded from dedication hereunder unless and until all such contractual commitments and dedications have expired or are terminated, or have been assigned to Shipper or released. **Shipper shall indemnify, protect, defend, and hold Gatherer harmless from all Losses incurred or suffered by Gatherer arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.2.**

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2.3 Subject to the terms of this Contract, at the Delivery Points, Shipper will deliver to Gatherer, and Gatherer will receive from Shipper, all of the Committed Gas produced from the Wells insofar as that Committed Gas is attributable to the Contractually Dedicated Area Interest in the Wells.

2.4 Contemporaneously with the execution of this Contract, the Parties shall execute, acknowledge, deliver, and record a “short form” memorandum of this Contract in the form of Exhibit “C” which shall be placed of record in the counties in which the Dedicated Area is located. All preparation to, filing of, and costs associated with the “short form” memorandum and any subsequent amendment to said “short form” memorandum shall be the sole responsibility of and borne solely by Gatherer.

2.5 Promptly after Gatherer’s receipt of each written request for same by Shipper, Gatherer shall deliver to Shipper a written release in recordable form of the dedication and commitment provided in **ARTICLE 2.1** regarding any Natural gas (including any Committed Gas) released by Gatherer under **ITEM 2.4** or **ITEM 3.2**.

2.6 From time to time during the first five (5) years of the Initial Term hereof and subject to the terms of this **ARTICLE 2.6**, Shipper shall have the right to deliver quantities of Natural gas to Gatherer at mutually agreeable locations on Gatherer’s Pipeline System and said Natural gas shall be deemed Committed Gas for purposes hereunder, in each case if it (i) is owned or controlled by Shipper, (ii) is located outside of the Dedicated Area, (iii) is not attributable to Contractually Dedicated Area Interests, (iv) meets the quality specifications of **ITEM TWO**, (v) does not cause material operational issues on Gatherer’s Pipeline System, and (vi) does not require Gatherer to spend more than a de minimus amount of money to make changes to Gatherer’s Pipeline System to accommodate such quantities of Natural gas. The quantities of said designated Committed Gas shall be subject to the provisions of **ITEM FIVE**; provided, however, once Shipper has satisfied its Gathering Volume Commitment, the priority status of Natural gas delivered pursuant to this **ARTICLE 2.6** shall be changed from a Firm Basis to a priority status equal to other Third Party contracts previously agreed to by the Parties. Shipper shall be solely responsible for the cost of constructing new Delivery Points on Gatherer’s Pipeline System in order to facilitate the receipt of said designated Committed Gas. If Gatherer receives Committed Gas pursuant to this **ARTICLE 2.6**, then Shipper represents and warrants to Gatherer that Shipper will have the right to Gather and/or market said Committed Gas, free from liens and adverse claims of every kind. **Shipper shall indemnify, protect, defend, and hold Gatherer harmless from all Losses incurred or suffered by Gatherer arising from and out of claims of any Third Party with respect to the representations and warranties in this ARTICLE 2.6.** The Parties understand and agree that Committed Gas delivered and received pursuant to this **ARTICLE 2.6** is not a dedication of any wells, lands, leases, or other similar interests. Further, the Committed Gas delivered and received pursuant to this **ARTICLE 2.6** shall be subject to the terms and conditions of this Agreement except for the following provisions: **ARTICLE 1.1.6**, **ARTICLES 2.1** through **2.5**, **ITEM ONE**, **ITEM THREE**, and **ITEM 4.1** as such provision applies to Wells only.

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ARTICLE 3 FEES, VOLUME COMMITMENT AND ALLOCATION

3.1 Subject to all other applicable provisions of this Contract and as full consideration for the quantity of Committed Gas Gathered hereunder by Gatherer each month, Shipper shall pay and Gatherer shall accept from Shipper an amount equal to sum of the applicable fees and payments as described in this **ARTICLE 3**.

3.2.1 The fee for Gathering, compressing, treating, and dehydrating the Committed Gas from the Delivery Point to the Redelivery Point (“Gathering Fee”) shall equal \$*** per MMBtu multiplied by the Gathered Volume.

- 3.2.2 Beginning January 1, 2015 and each January 1st thereafter during the term hereof, the Gathering Fee shall be automatically adjusted by the percentage increase or decrease in the Consumer Price Index, All Urban Consumers (“CPI”) as published by the U.S. Department of Labor Bureau of Labor Statistics calculated for the twelve (12) Months immediately preceding the date of escalation; provided, however, the fee shall never be decreased below its initial amount. The Parties shall use the negotiation procedure described in **ITEM 11.1** to attempt to resolve any dispute between them regarding any change or adjustment to the CPI. If the Parties fail to fully resolve the dispute, either Party may invoke the binding arbitration procedure described in **ITEM 11.6** to resolve it. The Gathering Fee for the immediately preceding calendar year shall remain in effect until a new Gathering Fee (as well as the effective dates thereof) is agreed upon by the Parties or determined by arbitration, and such agreed upon or determined fee shall be retroactively applied for the applicable new calendar year.
- 3.2.3 Each Month during the term of this Contract, Gatherer is authorized to utilize a portion of the Committed Gas received from Shipper at each Delivery Point as compression fuel for the operation of Gatherer’s compression equipment hereunder.
- 3.2.4 The allocation of Committed Gas (in MMBtu) measured at the Redelivery Point(s) and/or Settlement Point(s), as applicable, among the Wells which are attributable to the Committed Gas delivered to Gatherer each Month from such Wells shall be determined each Month on a Well-by-Well basis by multiplying the Gas as measured at the applicable Redelivery Point or Settlement Point by a ratio where the numerator is (a) each Delivery Point’s share of Gathered Volume MMBtu excluding the loss/gain deductions pursuant to **ARTICLE 1.1.12(iii)** and the denominator is (b) the sum of all Delivery Point’s Gathered Volumes excluding the loss/gain deductions pursuant to **ARTICLE 1.1.12(iii)**. For the purposes of allocating fuel deduction pursuant to **ARTICLE 1.1.12(i)** and **ARTICLE 1.1.12(ii)**, such fuel (expressed in MMBtu) will be allocated to each Well based on a ratio where the numerator is (a) each Delivery Point’s share of Committed Gas less gas used by Shipper for gas lift operations pursuant to **ARTICLE 1.1.12(iv)** and the denominator is (b) the sum of all Delivery Point’s share of Committed Gas less gas used by Shipper for gas lift operations.

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- 3.3 **Volume Commitment.** Subject to the terms and conditions hereof, the Parties agree upon the following:
- (a) **Gathering Volume Commitment.** Shipper shall deliver to Gatherer a daily average of not less than 125,000 Mcf per Day of Committed Gas during each calendar year for the first five (5) years of the Initial Term (“Gathering Volume Commitment”). Subject to **ARTICLE 3.3(b)** and **ARTICLE 3.3(c)**, in the event Shipper fails to deliver at least the Gathering Volume Commitment for any applicable calendar quarter, Shipper shall pay Gatherer an amount equal to the product of the (i) Gathering Fee, (ii) positive difference between (A) the product of the Gathering Volume Commitment and the number of days in such calendar quarter and (B) the Gathered Volume for such calendar quarter and (iii) the average Gross Heating Value of the Gathered Volume for such calendar quarter (“Gathering Volume Commitment Deficiency Payment”). Any Gathering Volume Commitment Deficiency Payment made by Shipper to Gatherer hereunder shall be considered liquidated damages and Gatherer’s sole and exclusively remedy regarding the delivery deficiency of the Gathering Volume Commitment.
- (b) **Relief from Volume Commitment.** Shipper shall be excused from delivering a portion of the Gathering Volume Commitment and making payment of any corresponding deficiency payment related thereto only under the following circumstances:
- (i) If Gatherer fails to Gather at least the Gathering Volume Commitment and such failure is not expressly excused hereunder, the applicable corresponding deficiency payment shall not apply to the extent of the affected volumes of Committed Gas; or
- (ii) If, due to an event of Force Majeure, on any day, Gatherer is unable to Gather at least the Gathering Volume Commitment, such day shall be excluded from the calculations of the Gathering Volume Commitment Deficiency Payment as if such day had not occurred during the applicable calendar quarter.
- (c) **Over/Under Deliveries of Gathering Volume Commitment.** If Shipper, during any quarter of a calendar year in which the Gathering Volume Commitment is in effect, delivers to Gatherer an amount of Committed Gas: (i) in excess of the Gathering Volume Commitment for such quarter (“Excess Gathered Amount”), then Shipper shall have the right to credit said Excess Gathered Amount against its Gathering Volume Commitment for the succeeding calendar quarter; or (ii) that is less than the Gathering Volume Commitment for such quarter (“Deficient Gathered Amount”), then Shipper shall have the right to make-up its Gathering Volume Commitment for such calendar quarter by delivering to Gatherer the Deficient Gathered Amount in excess of the Gathering Volume Commitment for the succeeding calendar quarter. In the event Shipper fails to deliver the Deficient Gathered Amount to Gatherer during

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said succeeding calendar quarter, then Shipper shall pay Gathering Volume Commitment Deficiency Payment in accordance with **ARTICLE 3.3(a)**.

- 3.4 **Mutually Beneficial Projects.** From time to time during the term hereof, the Parties may desire to evaluate and participate in certain mutually beneficial projects that would add or enhance the value each receives under this Contract. Such projects may include, but not be limited to, reducing fuel consumption, lowering pipeline pressures to enhance gas deliveries hereunder (whether by offloading gas volumes or through compression), changing, modifying, or altering gas flow patterns across Gatherer’s Pipeline System from the current system configuration, offloading volumes of gas to Third Parties and modifying Gatherer’s Pipeline System in order to accommodate the disposition of said volumes, and expanding capacity on Gatherer’s Pipeline System.
- 3.4.1 If a Party (“X”) desires to propose a project to the other Party (“Y”), then X shall submit said proposal to Y in writing where such proposal shall contain at least the following information: type and scope of project; anticipated benefits (i.e. cost savings, increased volumetric throughput); estimated timeline for construction, installation, and initial operation; and estimated cost and expenses. Within thirty (30) days of Y’s receipt thereof, the Parties shall meet to discuss the commercial viability of the proposal taking into consideration the cost of the project, the estimated payout, and the anticipated benefits for both Parties. If the Parties agree to proceed with the proposed project (either as initially proposed or as modified), then such arrangement shall be memorialized in a separate agreement containing necessary terms including, but not limited to, the scope of work, cost, and the payor and payee.
- 3.4.2 If, after sixty (60) days from Y’s receipt of the proposal described above in **ARTICLE 3.4.1**, the Parties are unable to agree upon the proposal or any alternatives thereto, then the Parties shall submit such proposal to designated representatives from both Parties for their review and consideration of said proposal. The designated representatives shall be comprised of individuals who were not part of the initial or any subsequent review and/or discussion of the project and have the requisite corporate authority to bind its respective Party. Within thirty (30) days from receipt of said proposal, the designated representatives from each Party shall make a determination to (i) approve the project, (ii) disapprove the project, or (iii) re-submit the project to the initial group with further guidance and/or instructions.
- 3.5 **Gas Lift.** At any time and from time to time during the term hereof, Shipper may request Gatherer to deliver to Shipper a quantity of gas for Shipper’s gas lifting operations. Such service shall be offered by Gatherer to Shipper in accordance with the terms and conditions set forth in Exhibit “D,” attached hereto and made a part hereof.

4.1 This Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-

year thereafter until terminated by Gatherer or Shipper (i) upon the giving of notice to the other Party of its intention to terminate this Contract at least one hundred eighty (180) days prior to the end of the Initial term or any extension term or (ii) as otherwise provided in this **ARTICLE 4**.

4.2 Prior to the termination or expiration of this Contract, each Party shall use its best efforts to negotiate in good faith mutually agreeable services and associated rates in order to extend the term of this Contract. If the Parties are unable to agree upon a certain service, what may or may not be included in said service, or the rate for said service, then such dispute shall be resolved in accordance with **ITEM ELEVEN**.

4.3 The termination of this Contract in accordance with this **ARTICLE 4** shall not impair, impede or otherwise adversely affect any right, claim or cause of action that a Party may have arising prior to or as a result of that termination, including the right to obtain and receive any payment owing under this Contract.

4.4 This **ARTICLE 4.4**, **ARTICLE 4.3**, **ARTICLE 4.2**, **ARTICLE 7.2**, and **ITEMS 10.7, 10.13, 10.14**, and **ELEVEN** of the Appendix shall survive the termination of this Contract.

**ARTICLE 5
DELIVERY/REDELIVERY POINTS AND PRESSURE**

5.1 The Delivery Point(s) for the Committed Gas shall be at the inlet flange of Gatherer's Metering Facilities located near the site of production facilities for each Well, or at other mutually agreeable locations on Gatherer's Pipeline System. Shipper shall cause the Committed Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into Gatherer's Pipeline System at each Delivery Point against the prevailing line pressure at such point but not in excess of the maximum allowable operating pressure ("MAOP") of Gatherer's Pipeline System at such Delivery Point. Gatherer retains the right to set a maximum delivery pressure, relative to Shipper's deliveries of Committed Gas, so that the system can be operated in an efficient manner ("Maximum Delivery Pressure"); provided, however, it is the Parties' intent for Gatherer to operate Gatherer's Pipeline System in a manner that maximizes the amount of Committed Gas to be delivered into the system while allowing Gatherer to optimize the efficiency thereof. If Shipper elects to install compression facilities and Gatherer reasonably determines that there is a pulsation problem because of those compression facilities, then Shipper will install a pulsation dampener (which shall have a design reasonably acceptable to Gatherer) at Shipper's sole cost and expense, between such compression facilities and Gatherer's Metering Facilities at the Delivery Point(s).

5.2 The Redelivery Point(s) for the Committed Gas shall be at the inlet to each downstream pipeline's metering facilities located at mutually agreeable points as further described on Exhibit "B." Gatherer shall cause the Committed Gas to be delivered at a pressure sufficient to allow the Committed Gas to flow into each downstream pipeline at the Redelivery Point(s) against the prevailing pressure but not in excess of the MAOP of the downstream pipeline at the Redelivery Point(s).

5.3 Consistent with the Firm Basis service provided by Gatherer hereunder, Shipper shall not be required to provide Gatherer with nominations of the Committed Gas at the Delivery Points. Shipper shall be solely responsible for all nominations and scheduling for its Committed Gas at the Redelivery Points and shall be solely responsible for any costs, penalties, and expenses associated therewith including any imbalances. If Shipper fails for any reason to take or otherwise dispose of all or any part of Shipper's share of Committed Gas for any month during the term hereof and such failure adversely affects the operations or integrity of Gatherer's Pipeline System, then Gatherer shall have the right, but not the obligation, to market Shipper's share of Committed Gas in a commercially reasonable manner but with prior written notice to Shipper; provided, however, that Gatherer shall account to and timely pay Shipper for the proceeds received by Gatherer from the disposition thereof.

**ARTICLE 6
NOTICES**

6.1 All notices provided for herein shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail, or hand delivered to a Party at its applicable address listed below. Notice shall be considered given on the first business day after its receipt by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) notices sent by facsimile will be deemed to have been received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission; (ii) notice by overnight mail or courier will be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving Party; and (iii) notice via first class mail will be considered delivered five (5) business days after mailing. The Parties may communicate to each other via email for general business purposes (including operational notices) but emails shall not be considered as an acceptable means of delivering legal notices hereunder. Each Party will promptly notify to the other Party upon any change in its address.

GATHERER'S ADDRESS:

SWG Pipeline, L.L.C.
Attn: Contract Administration
2501 Cedar Springs Road, Suite 100
Dallas, TX 75201
Fax: (214) 953-9501

SHIPPER'S ADDRESS:

NOTICES & CORRESPONDENCE
Devon Gas Services, L.P.

STATEMENTS & PAYMENTS
Devon Gas Services, L.P.

Attn: Contract Administration - Marketing
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 234-2737
Email: devongasmarketing@dvn.com

Attn: Accounting
333 West Sheridan Avenue
Oklahoma City, OK 73102-5015
Fax: (405) 552-1520

**ARTICLE 7
FINANCIAL RESPONSIBILITY**

- 7.1 If either Party (“X”) has reasonable grounds for insecurity regarding the performance of any material obligation under this Contract (whether or not then due) by the other Party (“Y”) (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its credit support provider, if applicable), X may demand Adequate Assurance of Performance. “Adequate Assurance of Performance” shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset, or a guaranty.
- 7.2 In the event (each an “Event of Default”) either Party or, if applicable, its credit support provider (the “Defaulting Party”) shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar Law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any material obligation to the other Party with respect to any credit support obligations relating to this Contract; (vii) fail to give Adequate Assurance of Performance hereunder within 48 hours but at least one business day of a written request by the other Party; (viii) not have paid any material amount due the other Party hereunder on or before the second business day following written notice that such payment is due; or (ix) fail to promptly take and diligently prosecute appropriate actions to remedy a material default or breach of a material covenant or provision hereunder after receiving written notice thereof from the other Party and to remedy such default or breach within thirty (30) days (or longer if such default or breach reasonably requires a longer cure period); then the other Party (the “Non-Defaulting Party”) shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon notice, in addition to any and all other remedies available hereunder.

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IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in multiple originals by the proper representatives thereunto duly authorized, as of the date first hereinabove written, but this Contract shall be effective as of the Effective Date.

GATHERER:

SWG PIPELINE, L.L.C.

By: /s/ Darryl G. Smette
 Darryl G. Smette
 Executive Vice President

SHIPPER:

DEVON GAS SERVICES, L.P.

By: /s/ Susan E. Alberti
 Susan E. Alberti
 Senior Vice President

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APPENDIX - GENERAL TERMS AND CONDITIONS

**TO GAS GATHERING CONTRACT
 BETWEEN
 DEVON GAS SERVICES, L.P., “SHIPPER”
 AND
 SWG PIPELINE, L.L.C., “GATHERER”
 DATED MARCH 7, 2014
 EFFECTIVE: March 1, 2014**

For the consideration stated in this Contract, the Parties further agree as follows:

**ITEM ONE
 RESERVATIONS BY SHIPPER**

- 1.1 The following rights, which are vested in Third Parties owning the Contractually Dedicated Area Interests, are and shall be excepted and excluded from the purview of this Contract and are not and shall not be subject to the dedication and commitment provided in **ARTICLE 2.1**, and each such Third Party may exercise the following rights free and clear of any claim of Gatherer:
- (a) The right to use, but not to sell to others, sufficient gas for the development and operation of the Wells and appurtenant facilities (in conjunction therewith) in which that Third Party has an ownership interest, including use of gas for drilling, workovers, completions, operations, treating, gas lift, pressure maintenance, and fuel.
 - (b) The right to space, pool, communitize, and unitize any of the Contractually Dedicated Area Interests with other lands, leases, interests, and properties of that Third Party or others located in the field in which those Contractually Dedicated Area Interests are located, and all Committed Gas attributable to those Contractually Dedicated Area Interests produced therefrom shall be covered by this Contract, except as otherwise provided in this Contract; provided, that the exercise of such right by that Third Party shall not diminish Gatherer’s right or increase its obligations in any material respect with respect to the Committed Gas produced from the Contractually Dedicated Area Interests covered hereby.
 - (c) The right to exploit, use, maintain, and operate the Contractually Dedicated Area Interests covered by this Contract and all Wells, properties, facilities, and equipment incidental, related or appurtenant thereto in which that Third Party has an interest in such manner as that Third Party deems advisable, in the Third Party’s sole discretion, including the right to drill or complete new Wells, to repair, recomplete, or rework any Wells, to reduce, suspend or shut-in the production from any Wells, to acquire new or additional Contractually Dedicated Area Interests, to renew, extend or amend in whole or in part any of the Contractually Dedicated Area Interests covered by this Contract, to abandon any

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Well, and to release or terminate all or any portion of Contractually Dedicated Area Interests in order to avoid or resolve any pending or threatened litigation concerning the validity of those Contractually Dedicated Area Interests, or that are not deemed by that Third Party as being capable of producing oil or gas in commercial quantities or as having been perpetuated beyond their respective stated terms in accordance with the terms of the respective instruments creating those Contractually Dedicated Area Interests.

- (d) The right to provide Natural gas which such Third Party is obligated to provide to a lessor, an owner of an overriding royalty or other owner of a non-cost bearing interest, or a surface owner under the terms of an oil and gas lease or other agreement, contract or conveying instrument.
 - (e) The right to market and/or Gather all of such Third Party's share of Natural gas attributable to (1) any Contractually Dedicated Area Interests that are subject on the date hereof to a prior dedication in favor of an affiliate of Gatherer or another Third Party (whether under a gas purchase, Gathering and/or processing contract, call on production, or similar agreement or arrangement) or (2) any Contractually Dedicated Area Interests that are acquired after the date hereof by such Third Party and are subject, when acquired, to a pre-existing prior sales, Gathering and/or processing dedication made by another Third Party in favor of a purchaser, gatherer or processor other than Gatherer or Shipper.
 - (f) The right to market and/or Gather all of such Third Party's share of Natural Gas from any Well not operated by it during any period in which such Third Party does not own a majority working interest in such Well and such Third Party has elected to market its share of production from that Well to another Third Party in accordance with applicable Law, or the applicable operating, unit or other agreement between such Third Party and the operator of that Well.
- 1.2 It is agreed that Shipper may cause or allow the Committed Gas to be separated by means of a conventional ambient mechanical wellhead gas-oil separator prior to its delivery to Gatherer.

ITEM TWO QUALITY

- 2.1 Gatherer shall not be obligated to take any Committed Gas tendered hereunder unless the same meets the following requirements as to quality:

Hydrogen Sulfide: The Committed Gas shall not contain more than four parts per million (4 ppm) of hydrogen sulfide as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

Total Sulphur: The Committed Gas shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas as determined by a quantitative test generally accepted in the natural gas industry for such purpose.

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Temperature: The Committed Gas shall not have a temperature of less than forty degrees Fahrenheit (40°F) nor more than one hundred twenty degrees Fahrenheit (120°F).

Carbon Dioxide: The Committed Gas shall not contain carbon dioxide in excess of two percent (2%) by volume.

Oxygen: The Committed Gas shall contain no oxygen.

Nitrogen: The Committed Gas shall not contain nitrogen in excess of two percent (2%) by volume.

Total Inert Gases: The Committed Gas shall not contain total inert gases in excess of four percent (4%) by volume.

Objectionable Liquids and Solids and Dilution: The Committed Gas shall (i) be free of objectionable liquids and solids, as determined by Gatherer in good faith, (ii) be commercially free from dust, salts, soaps, foam-forming constituents, gums, gum-forming constituents, paraffins, or other similar liquid or solid matter which become separated from the Committed Gas in the course of gathering through Gatherer's Pipeline System, and (iii) any other impurities, including microbiologically corrosive agents.

Heating Value: The Committed Gas shall not have a Gross Heating Value of less than 950 Btu per Cubic Foot of gas under the conditions of measurement contained herein.

In the event that the quality specifications of any pipeline receiving gas from Gatherer's Pipeline System is more stringent than the applicable quality specification set forth in this **ITEM 2.1**, then notwithstanding any reasonableness standard agreed to by Gatherer regarding said quality specifications, all Committed Gas delivered by Shipper to Gatherer shall meet the quality specifications of that pipeline. Notwithstanding anything to the contrary contained in this **ITEM TWO**, the quality specifications set forth herein shall not apply during the period of time when any Well dedicated herein is being completed/recompleted and is flowing into Gatherer's Pipeline System during said completion/recompletion phase; provided, however, for the suspension of the quality specifications set forth herein during the completion/recompletion phase to apply to any Well which has been connected to Gatherer's Pipeline System pursuant to this Contract, Shipper shall require the Contracted Parties (as defined in **ITEM 4.1**) to furnish, install, and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install, and maintain equipment at the well site of such Well (such as a separator) as is reasonably necessary for the removal of the objectionable liquids from such Well, as reasonably determined by such Contracted Parties in their sole discretion.

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- 2.2 Gatherer's acceptance of any quantities of Committed Gas which fail to conform to any of the applicable quality specifications provided in **ITEM 2.1** shall not constitute a waiver by Gatherer of the quality specifications with regard to future deliveries of Committed Gas.
- 2.3 In the event Shipper delivers Committed Gas which fails to meet the quality specifications described in **ITEM 2.1**: (a) Shipper shall be responsible for any and all Losses suffered by Gatherer to Gatherer's Pipeline System or the gas within Gatherer's Pipeline System arising from or relating to the delivery of the Committed Gas not meeting those quality specifications including, without limitation, corrosion or damage to Gatherer's Pipeline System, the loss of line pack due to contamination, and loss of business while purging and re-packing Gatherer's Pipeline System and (b) in the event gas which is committed to Gatherer's Pipeline System is commingled with the Committed Gas from Shipper which fails to meet the quality specifications provided herein, Shipper shall also be responsible for any and all Losses suffered or incurred by Gatherer due to claims from any other shipper on Gatherer's Pipeline System who can demonstrate to Gatherer's reasonable satisfaction that such shipper's gas was rejected or rendered "non-conforming" due to it being commingled with the Committed Gas that did not meet the specifications described in **ITEM 2.1**.
- 2.4 If Gatherer notifies Shipper at any time that the Committed Gas tendered at any Delivery Point does not conform with the quality specifications described in **ITEM 2.1** (excluding the specifications for hydrogen sulfide), then Shipper may bring such Committed Gas into conformity with such specifications within a reasonable period of time (immediately in those situations in which Gatherer notifies Shipper that such Committed Gas threatens the integrity of Gatherer's Pipeline System or adversely affects Gatherer's ability to deliver into downstream pipelines), including the right to blend or pare gas delivered at a particular non-conforming Delivery Point with gas from one or more conforming Delivery Points such that effect of such blending is that the commingled gas conforms with the quality specifications, so long as Shipper's actions do not adversely affect (i) Gatherer's ability to operate any portion of Gatherer's Pipeline System or (ii) the integrity of any portion of Gatherer's Pipeline System. If Shipper fails to do so promptly after its receipt of such notification, Gatherer may, at its option and without limitation, (i) continue to accept the Committed Gas as delivered by Shipper without charging Shipper any type of fee, cost or expense for such off-spec Committed Gas, (ii) refuse to accept delivery of

such Committed Gas pending the correction of the deficiency by Shipper, or (iii) take any action reasonably necessary to conform the Committed Gas with the quality specifications provided in **ITEM 2.1**, the cost of which shall be charged to Shipper hereunder. Absent exigent circumstance, before Gatherer takes any action under the immediately preceding sentence to conform the Committed Gas to the quality specifications provided in **ITEM 2.1**, Gatherer shall notify Shipper of such intended action and the estimated cost thereof. After receiving Gatherer's notification, Shipper shall immediately inform Gatherer whether Shipper authorizes Gatherer to conform the Committed Gas to those quality specifications. If Shipper elects not to treat the Committed Gas itself or does not allow Gatherer to treat the Committed Gas, or if Gatherer elects not to treat or blend the Committed Gas to conform the Committed Gas to

the quality specifications provided in **ITEM 2.1**, Gatherer shall, upon the written request of Shipper, permanently release from this Contract all non-conforming Natural gas. Notwithstanding this **ITEM 2.4**, Gatherer shall have the ongoing right to immediately shut off any Committed Gas with written notice to Shipper if Gatherer reasonably determines that such Committed Gas threatens the integrity of Gatherer's Pipeline System or adversely affects downstream facilities or markets.

ITEM THREE PIPELINE CONNECTION

- 3.1 It is understood and agreed that Gatherer and Shipper, in accordance with **ARTICLE 5.1**, have decided, or will at a subsequent point in time decide, upon the location of the Delivery Point for each Well committed hereunder. In the event multiple Wells are located on a common drill pad, the Parties will establish a single Delivery Point ("SDP") for such Wells. Gatherer shall provide a meter site for the SDP at a mutually agreeable location determined by the Parties. If Shipper prefers another location, then it will be responsible for any incremental cost for Gatherer to connect to that site. If both Parties agree that the pad size or number of Wells drilled on it render a single site infeasible, the Parties shall mutually agree on the location and number of additional sites and SDPs. Shipper shall make the necessary connections from the drill pad to the meter site. Further, in the event a Contract Party (as defined in **ITEM 4.1** below) establishes another drill pad at or within 330 feet of an existing drill pad (edge of pad to edge of pad), Shipper will connect all Wells from the subsequent drill pad to the SDP on the existing meter site. However, Gatherer understands and agrees that in the event Shipper, in its sole and reasonable opinion, determines that circumstances exist that make it unacceptable to connect Wells from different drilling pads to the same SDP, Gatherer shall be obligated to establish a new SDP at the existing meter site in accordance with the terms described herein.
- 3.2 The Parties shall use the following process for connecting Wells to Gatherer's Pipeline System:
- (a) Promptly after Shipper has informed Gatherer that a Well committed to or dedicated to Gatherer under this Contract is ready to be drilled, Gatherer will determine the anticipated length of right-of-way required to connect the Well to Gatherer's Pipeline System (at the Well pad or at a SDP as herein provided). If Gatherer determines that connecting the Well to Gatherer's Pipeline System requires three (3) miles of right-of-way or less, Gatherer will promptly proceed with commercially reasonable efforts to construct such pipelines and connect the Well to Gatherer's Pipeline System at its sole cost and expense.
 - (b) If Shipper has informed Gatherer that a Well committed to or dedicated to Gatherer under this Contract is ready to be drilled, and Gatherer determines that the anticipated length of right-of-way to connect the Well to Gatherer's Pipeline System as provided in **ITEM 3.2(a)** will require the construction of a pipeline with more than 3 miles of right-of-way, Gatherer will evaluate whether the construction of such pipeline (an "Expansion Line") is commercially reasonable

for Gatherer to undertake, taking into consideration any information provided by Shipper and Gatherer's expected financial returns with respect to such pipeline. If Gatherer does not notify Shipper, within 3 business days of receiving Shipper's notice that said Well is ready to be drilled, that Gatherer requests a meeting with Shipper (the "Expansion Meeting"), Gatherer will proceed with commercially reasonable efforts to construct the Expansion Line and connect it to the Well at Gatherer's sole cost and expense. If Gatherer requests an Expansion Meeting within such 3 business day period, the representatives of Shipper and Gatherer will discuss in good faith alternative Well connection methods.

- (c) If the parties are unable to agree on any alternative arrangements pursuant to **ITEM 3.2(b)** above, then Gatherer shall promptly provide Shipper, upon Shipper's written request, with a written release from this Contract insofar as it covers such Well, the Contractually Dedicated Area Interests covering such Well, and the Natural gas produced therefrom or attributable thereto.
- 3.3 In the event Shipper requests that any established Delivery Point be moved, Gatherer shall relocate such Delivery Point at Shipper's expense. Prior to performing the work to relocate any such Delivery Point, Gatherer shall provide Shipper with a detailed cost estimate acceptable to Shipper for the work to be performed. Upon completion, Gatherer shall invoice Shipper for the actual costs, not to exceed 110% of Gatherer's cost estimate.

ITEM FOUR FIELD EQUIPMENT

- 4.1 Subject to the terms of this Contract, with respect to any Well which has been connected to Gatherer's Pipeline System pursuant to this Contract, Shipper shall contractually require that one or more owners of the Contractually Dedicated Area Interests in the Well ("Contracted Parties") furnish, install and maintain, or use their respective reasonable efforts to cause the operator of such Well to furnish, install and maintain such post-production equipment at the well site of such Well (such as a separator or a treater) between the wellhead of such Well and the first pipe connection to Gatherer's Pipeline System as is reasonably necessary for the proper, safe and efficient operation of such Well, as reasonably determined by such Contracted Parties in their sole discretion, and to enable Shipper to make delivery, or cause delivery to be made, of Committed Gas to such pipe connection to the Delivery Points.
- (a) Promptly after receiving a written request from Gatherer, Shipper shall require the applicable Contracted Parties to install a high-low shut-in device on those Contracted Parties' applicable facilities covered by this Contract which will shut off deliveries of Committed Gas in the event those Contracted Parties' delivery pressure reaches or exceeds the Maximum Delivery Pressure, which may be reestablished by the Parties from time to time, or in the event Gatherer has, or the Contracted Parties have, a sudden drop in line pressure. Shipper shall contractually require all applicable Contracted Parties to annually test their respective high-low shut-in devices through which the Committed Gas flows.

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- (b) Shipper shall furnish any information reasonably requested by Gatherer regarding any Contracted Parties' high-low shut-in equipment, or delivery lines through which the Committed Gas flows. Shipper shall contractually require Contracted Parties to maintain their respective production equipment at or in the vicinity of the Wells in good condition (ordinary wear and tear excepted) at all times in accordance with generally accepted prudent industry practices when producing Wells are connected to Gatherer's Pipeline System at any Delivery Point.

- (c) Upon reasonable notice to Shipper, Gatherer or Gatherer's Agent, at their respective sole risk and expense, shall have the right at all reasonable times to inspect and witness any test on any Contracted Parties' high-low pressure shut-in production equipment at or tied to any Well. In the event of an emergency or the failure of Shipper to regulate the deliveries of Committed Gas when reasonably requested by Gatherer, Gatherer or Gatherer's Agent shall have the right to require Shipper to require the applicable Contracted Parties to shut-off the flow of Committed Gas into Gatherer's Pipeline System until such emergency no longer exists or Gatherer begins such resumption of deliveries, as applicable, and Gatherer shall not be liable to Shipper for any damage that may result to the Wells or the Contracted Parties' equipment. If reasonably possible under the circumstances, Gatherer will notify Shipper of any action that Gatherer or Gatherer's Agent intends to take pursuant to the immediately preceding sentence before any such action is taken by Gatherer or Gatherer's Agent. If it is not reasonably possible for Gatherer to notify Shipper before Gatherer or Gatherer's Agent takes any such action, then Gatherer shall notify Shipper of such action promptly after taking such action.
- 4.2 All Condensate and drip liquids attributable to the Committed Gas accumulating in the drips, separators and/or lines from the respective Wells upstream or downstream of a Delivery Point shall belong to and be owned by Shipper.
- 4.3 In the event the oxygen content of the Committed Gas tendered at any Delivery Point does not conform with the quality specifications set forth in **ITEM 2.1** above, Shipper shall, at the request of Gatherer, procure and install (or cause to be procured and installed), at Shipper's expense, an oxygen analyzer and control device on Shipper's facilities covered by this Contract that will shut off deliveries of Committed Gas in the event the oxygen content of the Committed Gas tendered at any Delivery Points does not conform with the quality specifications set forth in **ITEM 2.1**. Shipper shall annually test, or cause the owner of such facilities to annually test, such analyzer and control device to confirm its proper operation.

ITEM FIVE QUANTITY

- 5.1 Gatherer shall provide Gathering services to Shipper on a Firm Basis up to the physical and operational capacity of Gatherer's Pipeline System as exists as of the Effective Date for Committed Gas. During the term hereof and as to the physical and operational

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capacity of Gatherer's Pipeline System as exists as of the Effective Date, with regard to Committed Gas, Shipper shall have the highest priority of any shipper on Gatherer's Pipeline System and Shipper's capacity on Gatherer's Pipeline System shall not be prorated with respect to any other shipper unless required by applicable Law.

- 5.2 Subject to the other provisions of this Contract, Shipper shall deliver to Gatherer at the Delivery Points, and Gatherer shall receive from Shipper at the Delivery Points, all of the Committed Gas produced from the Dedicated Area attributable to the Contractually Dedicated Area Interests as well as the Committed Gas delivered by Shipper to Gatherer pursuant to **ARTICLE 2.6**. Upon receipt of the Committed Gas at the Delivery Points, Gatherer shall Gather the Committed Gas and redeliver to Shipper at the Redelivery Points the Committed Gas. Gatherer shall operate the Gatherer's Pipeline System as a prudent operator in accordance with generally accepted natural gas industry practices and consistent with the terms and conditions of this Contract.
- 5.3 During any period when the capacity of Gatherer's Pipeline System is constrained to Gather, transport, compress and/or treat all of the gas connected thereto, the volumes of Committed Gas subject to **ARTICLE 3.3** shall not be reduced by Gatherer prior to the reduction of other shippers' gas volumes unless required by applicable Law. Gatherer's failure to take said constrained volumes of Committed Gas shall not be deemed a breach of Gatherer's obligations hereunder.
- 5.4 In the event Gatherer, in its sole discretion, agrees to allow Shipper to deliver the Committed Gas hereunder "full wellstream," then in addition to the provisions set forth above in **ITEM 5.1** and notwithstanding the provisions of **ITEM 4.2**, Shipper may also deliver to Gatherer at the Delivery Points all liquids and any produced saltwater (or any similar nuisance liquids) attributable to Shipper from such Wells. Gatherer shall receive and handle all volumes of liquids and saltwater (or any similar nuisance liquids) attributable to Shipper pursuant to the terms herein and then redeliver to Shipper equivalent volumes of liquids and saltwater (and any similar nuisance liquids) at a mutually agreeable facility. Shipper shall then dispose of the liquids and saltwater at its sole cost and risk.
- 5.5 The Parties recognize that certain quantities of gas and/or electricity will be used to fuel or power compression and treating equipment and for operational purposes, and that gas may be lost, gained, and/or unaccounted for on Gatherer's Pipeline System. Shipper shall provide Gatherer with its pro rata volumetric share of such fuel and gas lost, gained, and/or unaccounted for in-kind relative to all sources of gas into Gatherer's Pipeline System and Shipper shall reimburse Gatherer with its pro rata volumetric share of electrical power costs relative to all sources of gas into Gatherer's Pipeline System.
- 5.6 If at any time Gatherer is unable or fails for any reason to receive any quantity of Committed Gas available by Shipper under this Contract (absent Shipper's failure to deliver the Committed Gas to Gatherer), the affected quantity of Committed Gas made available by Shipper and not taken by Gatherer shall be temporarily released from this Contract. Shipper may, at its sole option and in addition to any other rights and remedies

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Shipper may have hereunder, at law or in equity, deliver all or any portion of the Committed Gas temporarily released from this Contract to an alternative pipeline or purchaser. This temporary release shall cease and Shipper shall resume delivery of the affected Committed Gas to Gatherer when Gatherer has notified Shipper that the cause of Gatherer's inability or failure to receive has been completely alleviated and Gatherer is ready, willing, and able to begin receiving the Committed Gas again. Upon the earlier of Shipper's receipt of Gatherer's notice or at such time when Shipper is legally or contractually able to do so (but in no event greater than 90 Days), Shipper shall resume deliveries to Gatherer.

- 5.7 Provided that Gatherer is able to meet its obligations to Shipper under the terms of this Contract, this Contract shall not preclude Gatherer from providing Gathering services to Third Parties.

ITEM SIX MEASUREMENT

- 6.1 The unit of volume for the measurement of Committed Gas shall be one (1) Cubic Foot of gas. All fundamental constants, observations, records and procedures involved in determining and/or verifying the quantity and other characteristics of Committed Gas delivered hereunder, unless otherwise specified herein, shall be in accordance with the standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision).
- 6.2 Gatherer or Gatherer's Agent shall own, install, maintain and operate Gatherer's Metering Facility located on Gatherer's Pipeline System at each Delivery Point and Redelivery Point. At each such Gatherer's Metering Facility, Gatherer or Gatherer's Agent will own, install, maintain and operate orifice meters or other measuring devices that meet accepted standards prescribed in the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapter 14, Section 3 (Latest Revision). Gatherer or Gatherer's Agent may also install Electronic Flow Meters (EFM), which if installed, will be designed, installed, and operated in accordance with generally accepted prudent natural gas industry standards. Each such Gatherer's Metering Facility shall be so equipped with orifice meters, recording gauge, or

other types of pneumatic or electronic meters or measuring devices of standard make and design commonly utilized in the natural gas industry in order to accomplish the accurate measurement of gas flowing through such equipment. Gatherer shall maintain all such meters, devices, gauges, and equipment in good operating condition in accordance with generally accepted prudent natural gas industry standards. Shipper will have access to Gatherer's metering equipment and information received from such metering equipment at reasonable hours. To the extent Shipper is contractually obligated to a Contracted Party, such Contracted Party will have access to any equipment and information if that Contracted Party's Committed Gas flows through said equipment. If a meter station is set up with a chart recorder, the changing of charts shall be done by Gatherer or Gatherer's Agent and Gatherer shall provide Shipper with a copy thereof upon reasonable request. The maintaining, calibrating and adjusting of all meters and related measurement facilities

shall be done by Gatherer or Gatherer's Agent in accordance with generally accepted prudent natural gas industry standards and practices. The measuring stations located at any Redelivery Point may be installed, maintained and operated by a Third Party in conformity with the requirements provided in this **ARTICLE 6.2** and the Parties agree that the volume, quality, Gross Heating Value, and specific gravity determined by such Third Party in accordance with this Contract shall be utilized in this Contract as if determined by Gatherer or Gatherer's Agent hereunder.

- 6.3 Shipper or any applicable Contracted Party may, at its option and expense, install a check meter or meters at any or all Delivery Points for the purpose of checking Gatherer's or Gatherer's Agent's metering equipment. Any such check meter shall be installed in such a way so as not to interfere with the operations of Gatherer's Pipeline System. The operating, maintaining, calibrating and adjusting of such check meters and related measurement equipment shall be performed or caused to be performed by Shipper or such Contracted Party in accordance with generally accepted prudent natural gas industry standards and practices.
- 6.4 When chart measurement is used, the temperature of the Committed Gas shall be the arithmetical average of the hourly temperatures accurately recorded during each day by Gatherer or Gatherer's Agent. The temperature of the Committed Gas flowing through the meter shall be determined by the use of a temperature measuring device operated in accordance with generally accepted prudent natural gas industry standards and installed immediately downstream of the meter so that it will accurately record the temperature of the Committed Gas flowing through the meter. If a temperature measuring device is not available at any Delivery Point, the average temperature from other temperature measuring devices in the Gatherer's Pipeline System, which are in reasonably close vicinity to such Delivery Point will be used.
- 6.5 Gatherer or Gatherer's Agent shall, at each Delivery Point, Redelivery Point, or any other measurement point where such measured quantities are used in the allocation of system fuel and/or losses, calibrate the meters and instruments, in accordance with generally accepted prudent natural gas industry practices, and obtain a representative spot or composite sample on a frequency to be reasonably determined by Gatherer in accordance with generally accepted prudent natural gas industry practices, but not less often than twice each year or more frequently as required under applicable Law.
- 6.6 The computation from fractional analysis of samples of Committed Gas, as provided for in **ITEM 6.5**, will be used to determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas samples. The computations so determined will be used for quality tests and in calculating Committed Gas deliveries as described in **ITEM 6.7** below with the first day of the month during which the sample is taken.
- 6.7 The Gross Heating Value of the Committed Gas will be determined by Gatherer or Gatherer's Agent by taking samples, as provided for in **ITEM 6.5**, at Gatherer's Metering Facilities. Gatherer will obtain a representative spot or composite sample of Committed

Gas delivered at each Delivery Point or Redelivery Point. Gatherer will determine the composition, specific gravity, GPMs, and Gross Heating Value of the hydrocarbon components of the Committed Gas to conform to Gas Gatherers Association Standards GPA 2166, GPA 2261, and GPA 2172, and any supplements and revisions thereto. For all purposes hereunder, including, pricing and payment, the Gross Heating Value of and the number of Btus contained in the Committed Gas shall mean, and be measured in terms of, the gross number of Btus that would be contained in the volume of such Committed Gas when saturated with water at the pressure and temperature as defined in the Cubic Foot of gas herein. The Btus contained in hydrogen sulfide or other non-hydrocarbon components shall be excluded in any calculation of the number of Btus contained in the Committed Gas under this Contract.

- 6.8 Each Party shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjustment performed in connection with the other Party's measuring equipment. The records involving measuring equipment shall remain the property of their owner, but upon request each Party agrees to submit to the other its records and charts, together with calculations made therefrom subject to return within fifteen (15) days after receipt thereof by the Party owning them. EFM data and charts shall be kept on file for a period of at least two (2) years.
- 6.9 Samples shall be taken, as provided for in **ITEM 6.5**, by Gatherer or Gatherer's Agent to determine compliance with the gas specifications in **ITEM 2.1**. Each Party as well as any applicable Contracted Party (to the extent such Contracted Party has such right) shall have the right to be present at the time such samples are taken. Gatherer or Gatherer's Agent shall give Shipper no less than five (5) days prior notice of such tests.
- 6.10 As provided for in **ITEM 6.5**, each Party (at its sole expense) shall calibrate the meter and instruments installed by it or cause the same to be calibrated, all in accordance with generally accepted prudent natural gas industry standards and practices. Each Party shall give the other Party no less than five (5) days prior notice of such tests so that the latter may, at its election, be present in person or by its representative to observe adjustments (if any) which are made. For the purpose of measurement and meter calibration, the atmospheric pressure shall be assumed to be 14.4 pounds per square inch.
- 6.11 Each Party shall have the right at any time and from time to time to challenge the accuracy of any measurement equipment used by the other Party in connection with this Contract. If the percentage of inaccuracy upon any test of the measurement equipment is greater than two percent (2%) of the corrected quantity, the registration thereof and any payment based upon such registration shall be corrected at the rate of such inaccuracy for any period of inaccuracy which is reasonably determinable or agreed upon. If the period is not reasonably determinable or agreed to, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, not to exceed ninety (90) days. Following any test, any measurement equipment found to be inaccurate shall be adjusted or repaired to measure accurately, or replaced if such adjustment is not successful. If for any reason any meter is out of service or out of repair so that the quantity of Committed Gas delivered through such meter cannot be accurately

ascertained or computed from the readings thereof, the quantity of Committed Gas so delivered during such period shall be estimated and agreed upon by the Parties upon the basis of the best available data, using the first of the following methods which, under the circumstances, is most feasible:

- (a) by using the registration of any check measuring equipment of Shipper or the applicable Contracted Party, if installed and registering accurately;

- (b) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation;
- (c) by estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the equipment was registering accurately.

**ITEM SEVEN
PAYMENT**

- 7.1.1 As soon as is reasonably practicable, but no later than the twelfth (12th) Day following the end of each month, Gatherer or Gatherer's Agent shall furnish Shipper an electronic file containing each Well's Delivery Point volumes in Mcf (including Btu factors for saturated), GPMs and Mol percentages by component, and any other data necessary for any allocations to be calculated hereunder.
- 7.1.2 Upon the receipt by Gatherer of any settlement statement(s) from Gatherer, an affiliate of Gatherer, or Gatherer's Agent concerning the Committed Gas that is Gathered by such Third Party on behalf of Gatherer hereunder, Gatherer shall immediately forward and provide Shipper copies of such support, where applicable.
- 7.1.3 As soon as is reasonably practicable, but no later than the twenty-fifth (25th) Day following the end of each month, Gatherer or Gatherer's Agent shall furnish Shipper a statement for the preceding month accurately and completely depicting the Gathered Volume and all information necessary for the calculation thereof; the quantities of Committed Gas (in Mcf and MMBtu) received; any amounts due pursuant to **ARTICLE 3.3** and all information necessary for the calculation thereof (provided, however, that any payment and related information pertaining to **ARTICLE 3.3** shall be due the month following the applicable calendar quarter in which the calculation was made taking into consideration any period of time for make-up volumes of Committed Gas); any applicable fees, the taxes contemplated in **ITEM 9.3**, and/or payments; electronic files supporting the settlement statement allocations as described herein containing a summary and detail by Delivery Point of the various allocations for Committed Gas offloaded to Third Party pipeline systems; amount of Committed Gas (in Mcf and MMBtus) redelivered incident to this Contract; and the total amount due Gatherer for such production Month. Shipper shall pay Gatherer the amount on said statement on or before the last Day of the Month following the applicable production Month. If a Party fails to pay any undisputed amount due hereunder on or before such payment become delinquent, then interest shall accrue at a per annum rate of interest equal to the lower of: (i) the

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maximum lawful rate or (ii) the then effective London Inter/Bank Offering Rate (LIBOR) rate plus six (6) percent.

- 7.2 As between Shipper and Gatherer, Shipper shall make proper settlement and accounting to the applicable Contracted Party or all the owners of interest in the proceeds from the sale of Committed Gas, including royalty, overriding royalty and production payment interest owners, to which Shipper is contractually or otherwise legally obligated to make.
- 7.3 In the event an error is discovered by either Gatherer or Shipper in any statement, invoice, or payment, such error shall be adjusted within thirty (30) days of the determination thereof; provided that a written claim therefore shall have been received and made within twenty-four (24) months from the date of such statement or payment in error.
- 7.4 Gatherer and Shipper shall each have the right to examine at all reasonable times and locations the books, records, ledgers, and charts of the other to the extent necessary to verify or audit the accuracy of any payment, statement, invoice, bill, chart, or computation made under or pursuant to this Contract but only for such purposes.
- 7.5 Gatherer and Shipper shall preserve for a period of at least two (2) years all test data, meter records, charts and other similar records generated or made under this Contract.

**ITEM EIGHT
FORCE MAJEURE**

- 8.1 In the event either Party is unable wholly or in part by "Force Majeure" as defined in **ITEM 8.2**, to carry out its obligations under this Contract, other than payment of sums of money, it is agreed that on such Party giving notice and full particulars of such Force Majeure by telephone (as soon as reasonably possible) and confirmed in writing to the other Party after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, from its inception, shall be suspended during the continuance of any inability so caused, but for no longer period. Said cause shall be, as far as reasonably possible, remedied with all reasonable dispatch. Upon the closure, completion, or extinguishment of a Force Majeure event declared hereunder, the Party claiming Force Majeure shall immediately provide the other Party with written notice of said closure, completion, or extinguishment.
- 8.2 The term "Force Majeure" as used herein shall mean acts of God, strikes, lockouts, or other material industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of the government, either federal, state or tribal, inability of any Party to obtain necessary materials, supplies, or permits due to existing or future Laws, interruption or curtailment of firm transportation or firm storage by Third Parties, interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, the necessity for making repairs or alterations or

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the performance of tests to machinery or lines of pipe, freezing of lines of pipe, partial or entire failure of Wells, irrespective of whether such Wells or machinery or lines of pipe are operated by either of the Parties, and any other causes whether of the kind herein enumerated or otherwise not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. The term Force Majeure shall also include the inability to acquire, or the delays in acquiring, necessary permits, right-of-way, easements or licenses required to enable a Party to fulfill its obligation hereunder if such Party exercised its commercially reasonable and diligent efforts to acquire same.

- 8.3 The settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and the above-requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

**ITEM NINE
TAXES**

- 9.1 Shipper shall pay, or cause to be paid, all taxes and assessments levied and imposed under applicable Law upon the Committed Gas except as otherwise specifically provided in this **ITEM NINE**. Subject to **ITEM 9.3** below, neither Party shall be responsible nor liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of this Contract.
- 9.2 Shipper shall make, or cause to be made, all reports required by applicable Law with respect to gross production or severance taxes applicable to the Committed Gas,

unless Gatherer has such obligation under applicable Law.

- 9.3 (a) Notwithstanding anything contained in this Contract, if any regulatory body having proper jurisdiction over the Gatherer's Pipeline System imposes any new Laws ("Regulatory Change(s)") which requires Gatherer to pay any fee, tax, assessment, charge, or other cost on the carbon, greenhouse gases, or Btu content of the Committed Gas or the constituents associated therewith (collectively, "Carbon Fee") and such Regulatory Changes do not require any modification or alteration to Gatherer's Pipeline System, then Gatherer shall have the right to recover from Shipper the actual Carbon Fee attributable to the Committed Gas and the constituents associated therewith resulting from such Regulatory Changes. Gatherer may invoice Shipper monthly for the Carbon Fee that Gatherer reasonably believes that it will incur associated with the Regulatory Changes. If Gatherer invoices Shipper for such costs, Shipper shall pay Gatherer the amount invoiced within thirty (30) days from receipt thereof. Gatherer shall adjust the estimated costs of the Carbon Fee to the actual costs of the Carbon Fee when such actual costs are available and shall adjust its invoicing (or netted amounts as the case may be) to Shipper to reflect the actual costs of the Carbon Fee incurred by Gatherer. The difference between the estimated costs

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invoiced by Gatherer and the actual costs associated with the Regulatory Changes will bear interest at the rate described in **ITEM 11.6(j)** herein and will accrue interest from the dates billed or withheld and such difference and accrued interest will be payable to the party to whom it is owed within ten (10) business days following receipt of an invoice for such amounts from such Party.

- (b) In the event Gatherer is required by applicable Law to pay any Carbon Fee as a result of any Regulatory Changes and if any of those Regulatory Changes require a modification, change, or alteration of Gatherer's Pipeline System in order to comply therewith, then Gatherer and Shipper shall amend this Contract to permit Gatherer to recover the actual costs incurred by Gatherer to comply with those Regulatory Changes insofar as attributable to the Committed Gas and the constituents associated therewith. The Parties shall negotiate in good faith to agree upon such amendment to this Contract that will permit recovery by Gatherer for all such costs. In the event the Parties cannot agree upon such an amendment incorporating the foregoing within sixty (60) days from the date Gatherer becomes obligated to make payment, then all disputed issues associated with the proposed amendment shall be subject to resolution in accordance with the provisions of **ITEM 11** herein. Upon reaching a resolution, whether by mutual agreement or **ITEM 11**, such resolution will retroactively apply to the Contract as of the date those Regulatory Changes became effective without the necessity of a formal written amendment to this Contract.

ITEM TEN MISCELLANEOUS

- 10.1 **LIMITATION OF LIABILITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2** HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS CONTRACT OR THE BREACH THEREOF UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY RELEASES EACH OTHER AND WAIVES ANY RIGHT OF RECOVERY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), FAULT, OR LIABILITY WITHOUT FAULT.
- 10.2 **RIGHT OF WAY:** Gatherer shall be solely responsible for all costs and expense regarding the acquisition of land rights, easements, and rights-of-way necessary to perform its obligations hereunder. If Gatherer has used commercially reasonable efforts (which shall not be deemed to include exercising powers of eminent domain) to acquire but failed to secure said land rights and Shipper is able to do so, then to the extent it may contractually or lawfully do so under any of the Contractually Dedicated Area Interest without impairing its own similar rights, Shipper will grant to Gatherer the right of

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ingress and egress, and the right to lay and maintain pipeline and communication lines and to install any other necessary equipment on and across the lands covered by each Contractually Dedicated Area Interest subject to this Contract when such pipeline, communication line, and other equipment is necessary in the performance of this Contract. Gatherer shall notify Shipper (who will promptly notify the applicable Contracted Party) before laying or installing any pipeline, line or equipment to enable the Parties to determine the extent of Gatherer's rights, if any, to perform such activity or operation. Gatherer shall comply with all applicable terms and provisions of the instruments creating or granting the Contractually Dedicated Area Interest, and applicable Law insofar as pertaining to the rights granted to and exercised by Gatherer in this **ITEM 10.2**. All lines and other equipment placed by Gatherer on said lands shall remain the personal property or fixtures, as classified by applicable Law, of Gatherer, and, subject to the terms of this Contract, the instruments creating or granting the Contractually Dedicated Area Interest and applicable Law, may be removed by Gatherer at any time with at least five (5) days prior written notice to Shipper (who will promptly notify the applicable Contracted Party).

- 10.3 **TITLE, POSSESSION, AND INDEMNITY:** As between the Parties, Shipper shall be in control and in possession of the Committed Gas delivered hereunder and responsible for any damages or injuries caused thereby until the same shall have been delivered to Gatherer at the Delivery Points and received from Gatherer at the Redelivery Points, except injuries and damages which shall be occasioned by the negligence or willful misconduct of Gatherer. After receipt of the Committed Gas at the Delivery Points and until redelivery of same to Shipper at the Redelivery Points, Gatherer shall be deemed to be in exclusive control and possession thereof and responsible for any damages or injuries caused thereby, except injuries and damages (i) which shall be occasioned by the negligence or willful misconduct of Shipper or (ii) as described in **ITEM 2.3**. Title to the Committed Gas and the constituents associated therewith shall remain with Shipper. In the event of any dispute, question, or litigation at any time regarding Shipper's right to Gather or market any of the Committed Gas hereunder, Gatherer shall be entitled to suspend its performance hereunder until such dispute, defect, or question is corrected or removed to Gatherer's reasonable satisfaction or Shipper furnishes Gatherer with a corporate undertaking designed to hold Gatherer harmless.
- 10.4 **WAIVER OF BREACH:** The waiver by either Party of any of its rights or any breach of the provisions of this Contract shall not constitute a continuing waiver of those rights or other breaches of the same or other provisions of this Contract.
- 10.5 **REGULATORY BODIES:** This Contract and all operations hereunder are subject to all applicable Laws; provided, however, nothing contained herein shall be construed as a waiver of any right of any Party to question or contest any such Law.
- 10.6 **INTRASTATE:** Shipper represents and warrants that the Committed Gas hereunder is deregulated pursuant to the Natural Gas Wellhead Decontrol Act of 1989. Each Party represents and warrants to the other that the Committed Gas delivered hereunder will not have been and will not be sold or resold, transported, commingled, used or consumed in

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interstate commerce in such a manner that would subject the Committed Gas, this Contract, either Party, their designees, or the facilities of either Party or their designees to the jurisdiction or regulation under the Natural Gas Act of 1938, as amended. If either Party breaches or threatens to breach this representation and warranty, the other Party shall have the right to terminate this Contract immediately in addition to any other rights and remedies it may have under the provisions hereof or at law or in equity.

- 10.7 **CHOICE OF LAW AND INTERPRETATION:** This Contract shall be governed by and interpreted in accordance with the Laws of the State of Texas without regard to the conflicts of law. The captions or headings preceding the various parts of this Contract are inserted and included solely for conveniences and shall never be considered or given any effect in construing this Contract or any part of this Contract, or in connection with the intent, duties, obligation, or liabilities of the Parties. This Contract was prepared by the Parties and not by any Party to the exclusion of one or the other.
- 10.8 **ASSIGNMENT:** This Contract and the rights and obligations under it may be assigned and delegated by a Party only with the prior written consent of the other Party where such consent shall not be unreasonably withheld. All covenants, stipulations, terms, conditions, and provisions of this Contract shall extend to, inure to the benefit of and be binding upon the respective successors, assigns, and representatives in bankruptcy of the Parties. Any complete or partial assignment of by Shipper of any of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under this Contract. No conveyance or transfer of any Contractually Dedicated Area Interests by Shipper or the transfer by any owners of any royalty, overriding royalty or production payments shall be binding upon Gatherer until Gatherer has been furnished notice thereof, including such conveyance or transfer, and letter in lieu or transfer order signed by the grantor or assignor, or an acceptable division order signed by the grantor or assignor, all to the reasonable satisfaction of Gatherer.
- 10.9 **FINALITY OF PAYMENT:** Notwithstanding any other provision of this Contract, any statement and payment thereunder shall be deemed final as to both Gatherer and Shipper unless the information contained on the statement is questioned in writing within two (2) years after payment thereof has been received.
- 10.10 **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties, and there is no other agreement between the Parties, either oral or written, concerning the Dedicated Area. This Contract supersedes and replaces, in entirety, any and all prior agreements, if any, between the Parties or their predecessors in interest for the transportation, Gathering, compression, and/or handling of the Committed Gas from or attributable to the Contractually Dedicated Area Interests including that certain Natural Gas Gathering Agreement dated January 1, 2007 between the Parties.
- 10.11 **COUNTERPART EXECUTION:** This Contract may be signed in counterparts and shall be fully effective regardless of whether both the Parties signed the same counterpart, provided that each Party signs at least one (1) or more such counterparts.

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- 10.12 **AMENDMENT:** Any amendment to this Contract shall not be valid unless it is agreed to in writing and signed by a duly authorized officer or agent of each Party.
- 10.13 **CONFIDENTIALITY:** Each Party agrees that it will maintain the terms and provisions of this Contract ("Confidential Information") in strictest confidence and that it will not cause or permit disclosure of those terms to any Third Party without the express written consent of the other Party. Disclosures otherwise prohibited by this **ITEM 10.13** may be made by either Party to the extent: (1) necessary for a Party to enforce its rights hereunder against the other Party, (2) a Party is contractually or legally bound to disclose Confidential Information hereunder to a Third Party, (3) a Party is required to disclose all or part hereof by applicable Law, including by a court, agency, or other governmental body exercising jurisdiction over the subject matter hereof, by order, by regulation or by other compulsory process (including, but not limited to, deposition, subpoena, interrogatory, or request for production of documents), (4) necessary to effectuate the transportation of the Committed Gas, (5) any prospective purchaser of either Party and/or the assets and facilities utilized by either Party in performing their respective obligations hereunder, or (6) its affiliates and the directors, officers, employees, partners, members, managers, owners, attorneys, agents, lenders, advisors, consultants and contractors of such Party and its affiliates who have a "need to know" ("Representative"). Notwithstanding the foregoing, a Party disclosing Confidential Information hereunder to Third Parties or Representatives pursuant to any one of the aforementioned exceptions shall instruct such Third Parties and Representatives of its confidential nature and of the obligation to keep the Confidential Information secret and confidential. Such Party disclosing Confidential Information to Third Parties or Representatives shall be liable to the other Party for any breach by such Third Parties and Representatives of these confidentiality obligations.
- 10.14 **INDEMNITY:** EXCEPT FOR THOSE MATTERS DESCRIBED IN **ITEM 2.3**, GATHERER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD SHIPPER HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY SHIPPER RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF GATHERER, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS WHILE THE SAME IS IN THE CUSTODY AND/OR CONTROL OF GATHERER, AND (III) GATHERER'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF SHIPPER'S FACILITIES DURING THE TERM HEREOF. SHIPPER SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD GATHERER HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY GATHERER RELATED TO, OR ARISING OUT OF (I) THE OPERATIONS OF SHIPPER, (II) THE HANDLING, DELIVERY, OR RE-DELIVERY OF THE COMMITTED GAS WHILE THE SAME IS IN CUSTODY AND/OR CONTROL OF SHIPPER, (III) SHIPPER'S FAILURE TO MEET THE GAS QUALITY SPECIFICATIONS IN **ITEM 2**, AND (IV) SHIPPER'S EXERCISE OF ITS RIGHTS OF ACCESS TO AND/OR USE OF GATHERER'S FACILITIES DURING THE TERM HEREOF. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY, PROTECT, DEFEND, OR HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST LOSSES TO THE EXTENT SUCH LOSSES RESULT FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY.

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- 10.15 **PAYMENTS:** As between Shipper and Gatherer, Shipper shall have the sole and exclusive obligation and liability for the payment of all persons due any proceeds derived from the Committed Gas (including all constituents and products thereof) delivered under this Contract. In no event shall Gatherer have any obligation to those persons due any of those proceeds of production attributable to any such gas (including all constituents and products thereof) delivered under this Contract. **Shipper shall indemnify, defend, and save Gatherer harmless from all Losses arising from and out of claims of any or all Third Parties with respect to those payments described in this ITEM 10.15.**

ITEM ELEVEN DISPUTE RESOLUTION PROCEDURES

- 11.1 **Negotiation** — In the event that any dispute arises related to this Contract including any alleged non-performance or breach of any provision of this Contract by a Party, or any disagreement concerning the meaning of any provision of this Contract or any disagreement concerning any action taken or failed to be taken under this Contract (a "Dispute"), the Parties shall first seek to resolve any Disputes by negotiation between managers of each who have authority to settle the controversy.
- 11.2 **Notification.** When a Party believes there is a Dispute relating to the Contract, the Party will give the other Party notice of the Dispute providing sufficient detail for the recipient to understand the provider's position and the legal and contractual basis for it.
- 11.3 **Meeting Among Managers.** The managers shall meet at a mutually acceptable time and place within thirty (30) days after the receipt of the notice to exchange relevant information and to attempt to resolve the Dispute. The managers may involve a third-party mediator, if they so choose. If a manager intends to be accompanied at a meeting by legal counsel, the other Party's manager shall be given at least three (3) business days' notice of such intention and may also be

accompanied by legal counsel.

- 11.4 **Confidentiality.** All negotiations concerning the Dispute shall be confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.
- 11.5 **Tolling.** A Party's receipt of any notice of the Dispute shall immediately toll the running of all statutes of limitation relating to the matters in Dispute, which statutes shall remain suspended for forty-five (45) days from and after the recipient's receipt of that notice.
- 11.6 **Arbitration.** If a Dispute has not been resolved within the period described in **ITEM 11.5**, then either Party may provide the other Party with notice to initiate arbitration proceedings, which proceedings shall be conducted as provided in this **ITEM 11.6**.
- (a) **Scope/Final and Binding** — Any Dispute (including any controversy or claim) of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, arising out of, connected with, or relating in any way to this Contract, the relationship of the Parties, the obligations of the Parties or the operations

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carried out under this Contract, including any Dispute as to the existence, validity, construction, interpretation, negotiations, performance, non-performance, breach, termination, or enforceability of this Contract including the applicability and enforceability of this **ITEM 11**, shall be settled through final and binding arbitration, it being the intention of the Parties that this is a broad form arbitration agreement designed to encompass all possible Disputes between the Parties relating to the Contract. Initiation of arbitration shall toll the running of all statutes of limitation relating to the matters in Dispute.

- (b) **Institutional Arbitration** — The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as in effect on the date of commencement of the arbitration proceeding, except as modified herein.
- (c) **Number of Arbitrators** — If the amount in Dispute involves less than \$2 million, exclusive of interest and costs, then the arbitration shall be conducted and finally settled by a sole arbitrator. If the amount in Dispute, exclusive of interest and costs, is \$2 million or more, if the amount in Dispute is unknown, or if relief other than damages is sought, then the arbitration shall be conducted and finally settled by the majority vote of three (3) arbitrators.
- (d) **Method of Selecting Arbitrators** — If the arbitration is to be conducted by a sole arbitrator, then the arbitrator will be jointly selected by the Parties. If the Parties fail to agree on the arbitrator within thirty (30) days after the initiation of the arbitration, then the AAA shall appoint the arbitrator. If the arbitration is to be conducted by three (3) arbitrators, each Party shall within fifteen (15) days after initiation of the arbitration select one (1) arbitrator, and these two (2) arbitrators shall select a third (3rd) presiding arbitrator. If the two (2) Party-appointed arbitrators fail to agree on the third (3rd) arbitrator within fifteen (15) days after the appointment of the later of the two, then the third (3rd) arbitrator shall be appointed by the AAA.
- (e) **Place of Arbitration** — Unless otherwise agreed by the Parties, the situs of the arbitration under this Contract shall be Oklahoma City, Oklahoma.
- (f) **Qualifications and Conduct of the Arbitrators** — All arbitrators, no matter how selected, shall be and remain at all times wholly independent, unbiased and impartial and shall provide the Parties with a statement that they shall decide the case impartially.
- (g) **Interim Measures** — The arbitrators, or in an emergency the presiding arbitrator acting alone in the event one or more of the other arbitrators are unable to be involved in a timely fashion, may grant interim measures including injunctions, attachments and conservation orders in appropriate circumstances, which measures the Parties agree may be immediately enforced by the arbitrators or by a court of competent jurisdiction. Notwithstanding the requirement for negotiation,

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prior to the constitution of the arbitration tribunal and thereafter as necessary to enforce the arbitrators' rulings or in the absence of the jurisdiction of the arbitrators to rule on interim measures in a given jurisdiction, any Party may apply to a court of competent jurisdiction for interim measure, and the Parties agree that seeking and obtaining such measures shall not waive the right to arbitration. Furthermore, notwithstanding the above provisions regarding negotiation, if either Party deems that time is of the essence in resolving the dispute, it may initiate arbitration and seek interim measures, as provided herein, and then comply with the requirements for negotiations as long as they are fully completed before the commencement of the final hearing on the merits in the arbitration proceeding.

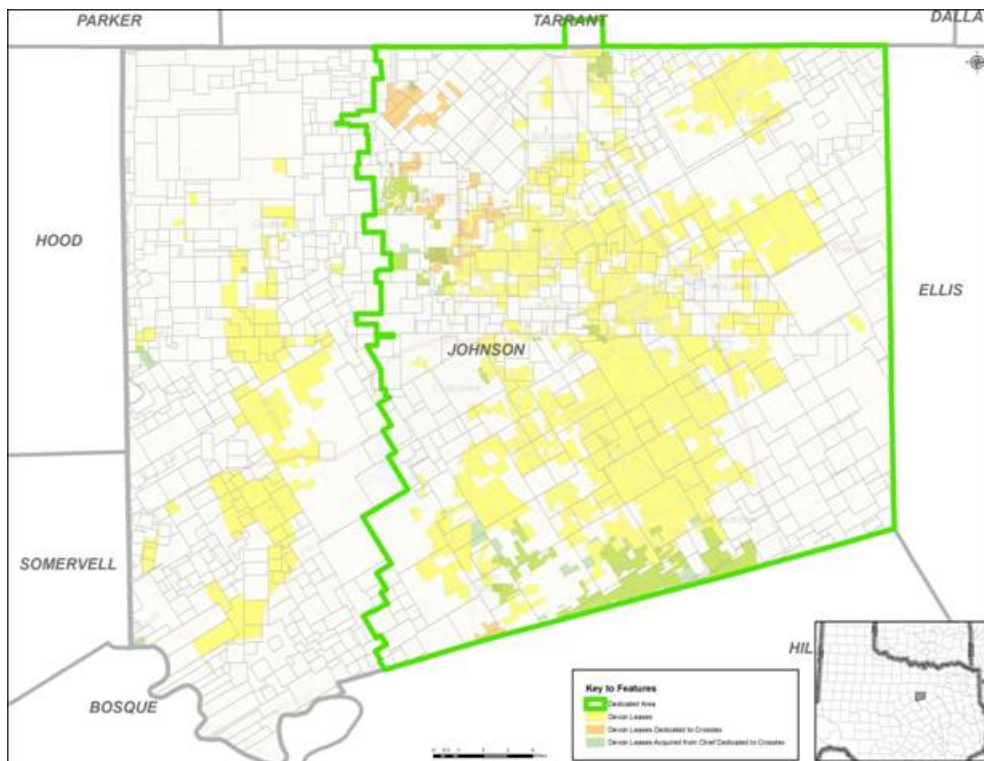
- (h) **Waiver of Appeals** — To the extent permitted by applicable Law, any right to appeal from or to cause a review of any arbitral award by any court is hereby waived by the Parties.
- (i) **Costs and Attorneys' Fees** — The arbitral tribunal is authorized to award costs and attorneys' fees or allocate them between the Parties, and the costs of the arbitration proceedings, including attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.
- (j) **Interest** — Any award may include interest from the date of any breach or violation of this Contract, as determined by the arbitral award, and from the date of the award until paid in full. Interest shall be awarded at the rate stated in **ITEM 7.1**.
- (k) **Punitive Damages** — Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded in connection with any Dispute.

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EXHIBIT "A"

**TO GAS GATHERING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., "SHIPPER"
AND
SWG PIPELINE, L.L.C., "GATHERER"
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

PLAT OF DEDICATED AREA



With respect to Tarrant County, Texas, the “Dedicated Area” shall only apply to those Contractually Dedicated Area Interests that are located entirely within Abstract A-931 of the Abner Lee Survey.

EXHIBIT “B”

**TO GAS GATHERING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., “SHIPPER”
AND
SWG PIPELINE, L.L.C., “GATHERER”
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

REDELIVERY POINTS

1. Existing and future interconnect points between Gatherer’s Pipeline System and Third Party pipelines.
2. Any other mutually agreeable point(s) between Shipper and Gatherer.

EXHIBIT “C”

**TO GAS GATHERING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., “SHIPPER”
AND
SWG PIPELINE, L.L.C., “GATHERER”
DATED MARCH 7, 2014
EFFECTIVE: March 1, 2014**

SHORT FORM MEMORANDUM

MEMORANDUM OF GAS GATHERING CONTRACT

THIS MEMORANDUM OF GAS GATHERING CONTRACT (this “Memorandum”) is entered into this 7th day of March, 2014 but effective as of the 1st Day of March, 2014 (“Effective Date”) by and between **DEVON GAS SERVICES, L.P.** (“Shipper”), with an address of 333 West Sheridan Avenue, Oklahoma City, Oklahoma 73102-5015, and **SWG PIPELINE, L.L.C.**, with an address of 2501 Cedar Springs Road, Suite 100, Dallas, TX 75201 (“Gatherer”). Shipper and Gatherer are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Shipper and Gatherer entered into that certain Gas Gathering Contract dated March 1, 2014 (the “Contract”) but made effective as of the Effective Date, pursuant to which Gatherer will provide certain gas Gathering services as therein set forth;

WHEREAS, any capitalized term used, but not defined, in this Memorandum shall have the meaning ascribed to such term in the Contract; and

WHEREAS, the Parties desire to file this Memorandum of record in the real property records of various counties located in the State of Texas, to give notice of the existence of the Contract and certain provisions contained therein.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Notice. Notice is hereby given of the existence of the Contract and all of its terms, covenants and conditions to the same extent as if the Contract was fully set forth herein. Certain provisions of the Contract are summarized in Sections 2 through 5 below.
- Term. The Contract shall be effective from the Effective Date and shall continue and remain in full force and effect for a primary term of ten (10) years (the "Initial Term") and year-to-year thereafter or as otherwise provided for in the Contract until terminated by either Gatherer or Shipper (i) upon the giving of notice to the other Party of its intention to terminate the Contract

at least 180 Days prior to the end of the Initial Term or any subsequent extension term or (ii) as otherwise provided for in the Contract.

- Dedication. Subject to the exceptions, exclusions, and reservations set forth in the Contract and the other terms and conditions of the Contract, Shipper has exclusively dedicated and committed for Gathering, and has agreed to deliver, or cause to be delivered, to Gatherer all of the Committed Gas attributable to its Contractually Dedicated Area Interests located within the area described in Schedule 1 attached hereto and incorporated herein (the "Dedicated Area").
- Covenant Running with the Contractually Dedicated Area Interests. So long as the Contract is in effect, the dedication in the Contract shall be a covenant running with the Contractually Dedicated Area Interests and, subject to the exceptions and reservations set forth in the Contract, any complete or partial assignment of by Shipper of its Contractually Dedicated Area Interests shall contain a provision obligating Shipper's assignee to recognize and perform its respective obligations under the Contract.
- No Amendment to Contract. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend nor modify the Contract in any way.

IN WITNESS WHEREOF, this Memorandum has been signed by or on behalf of each of the Parties as of the day first above written.

SWG PIPELINE, L.L.C.

By: _____
Darryl G. Smette
Executive Vice President

DEVON GAS SERVICES, L.P.

By: _____
Susan E. Alberti
Senior Vice President

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on 7th day of March, 2014 by Darryl G. Smette, Executive Vice President of SWG PIPELINE, L.L.C., a Texas limited liability company, on behalf of such entity.

Notary Public in and for Oklahoma

Printed or Typed Name of Notary

STATE OF OKLAHOMA §

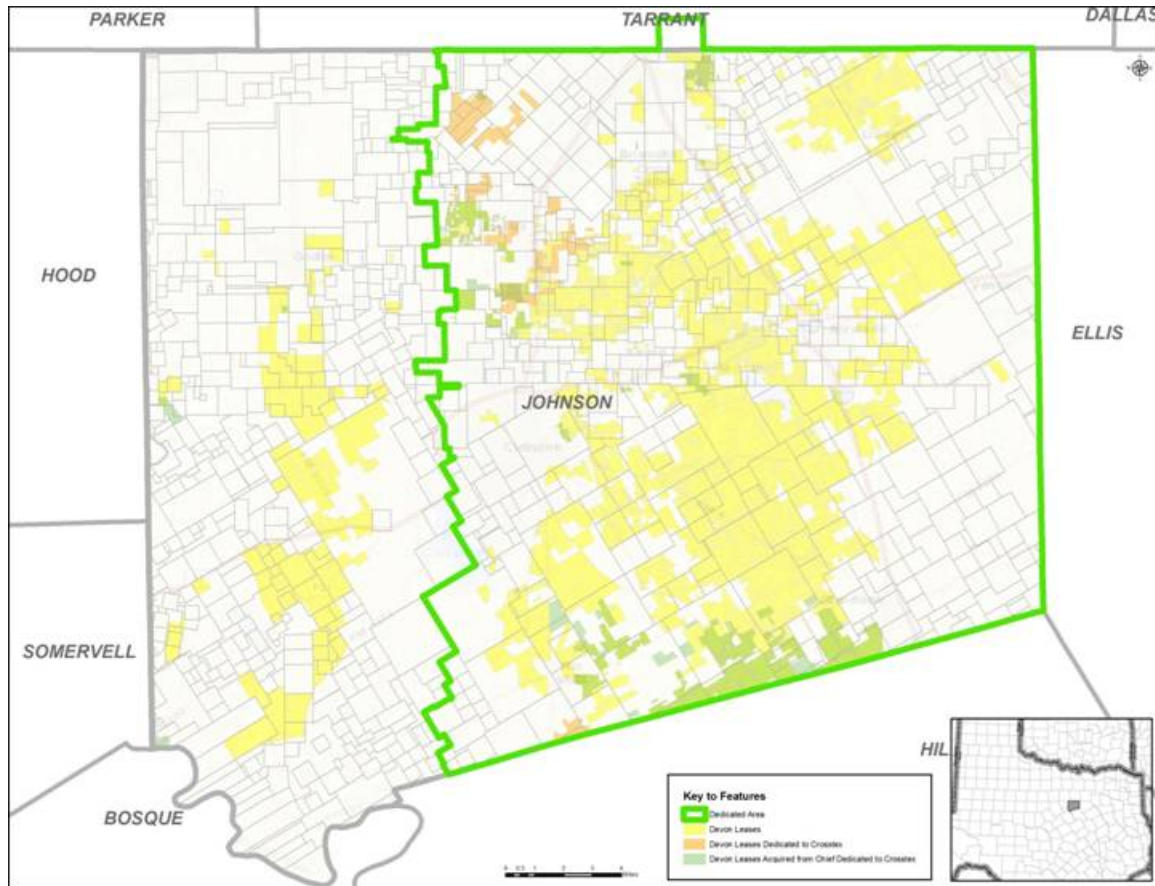
§

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 7th day of March, 2014, by Susan E. Alberti, Senior Vice President of DEVON GAS SERVICES, L.P., a Texas limited partnership, on behalf of said entity.

**Schedule 1 to
Memorandum of Gas Gathering Contract**

PLAT OF DEDICATED AREA



With respect to Tarrant County, Texas, the “Dedicated Area” shall only apply to those Contractually Dedicated Area Interests that are located entirely within Abstract A-931 of the Abner Lee Survey.

EXHIBIT “D”

**TO GAS GATHERING CONTRACT
BETWEEN
DEVON GAS SERVICES, L.P., “SHIPPER”
AND
SWG PIPELINE, L.L.C., “GATHERER”
DATED MARCH 7, 2014
EFFECTIVE: MARCH 1, 2014**

Pursuant to **ARTICLE 3.5** of the Contract, at any time and from time to time during the term hereof, Shipper may request Gatherer to deliver to Shipper a quantity of gas which Shipper will utilize for its gas lift system and/or other equipment or systems (“System”) to facilitate production from such Wells. Such service shall be offered by Gatherer to Shipper in accordance with the terms and conditions as set forth below:

I.

From time to time during the term hereof, the services contemplated herein and provided by Gatherer to Shipper shall only be eligible for those existing and/or future Wells owned or controlled by Shipper which are located within the Dedicated Area.

II.

Gatherer shall design and install regulating and measurement equipment (hereinafter referred to as the “Facilities” and as further described in this Article II) required in establishing a point at which gas can be delivered from Gatherer’s Pipeline System to Shipper for use in the operation of a System at each Well (“Lease Delivery Point”).

Each Lease Delivery Point shall be located at the Delivery Point for each Well on Gatherer's Pipeline System. Such Facilities shall consist of appropriately sized metering facilities (meter run, EFM and communications equipment) and auxiliary facilities. Shipper shall reimburse Gatherer a one-time charge of \$*** for each of the new Facilities, to be paid by Shipper to Gatherer within thirty (30) days of receipt of invoice. Gatherer will own, operate and maintain, or cause to be operated and maintained, the Facilities and Shipper shall pay to Gatherer a monthly fee \$*** for each Lease Delivery Point provided by Gatherer under this Agreement.

Notwithstanding the foregoing, Shipper hereby authorizes Gatherer to establish a temporary point at which gas can be delivered from Gatherer's Pipeline System to Shipper for use on a short-term basis in operation of a System at each Well. Gatherer may design and install portable regulating and measurement equipment (hereinafter referred to as the "Portable Facilities") at said temporary point. Prior to the installation of Portable Facilities, Shipper shall notify a representative of Gatherer at least three (3) days prior to such installation. Notice shall be made in any manner provided in the Contract as well as through telephonic or email communication. Each temporary Lease Delivery Point shall be located at the Delivery Point for each Well on Gatherer's Pipeline System. Such Portable Facilities shall consist of a complete portable meter system (meter tube, EFM, battery, and solar panel). Gatherer will own, operate and maintain, or cause to be operated and maintained, the Portable Facilities. Gatherer will provide the EFM data and final measurement data to Shipper. Shipper agrees to reimburse Gatherer for the actual cost, within thirty (30) days of receipt of invoice, incurred by Gatherer for the Portable Facilities authorized herein.

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At such time that a Facility or a Portable Facility is disconnected, relocated and connected to another Lease Delivery Point, Shipper shall reimburse Gatherer \$*** for meter technician services to start up the facilities plus any actual system refurbishment costs if required. Shipper shall provide any other services required to disconnect, relocate, and re-connect a Facility or Portable Facility. Further, Shipper shall be responsible for all meter damage incurred during the disconnection, relocation and reconnection process.

III.

With respect to gas delivered by Gatherer to Shipper at the Lease Delivery Point(s), Shipper agrees neither to resell nor to use the gas purchased incident to this Agreement for any purpose other than those specified herein, nor to assign this Agreement without the prior written consent of Gatherer, where such consent shall not be unreasonably withheld.

IV.

It is understood that the gas supplied hereunder comes direct from wells in the area and that the supply will be variable and may, at any time without notice, temporarily or permanently cease. The gas may be untreated and unprocessed and may contain various impurities, including but not limited to, water. Shipper agrees to indemnify, hold harmless and defend Gatherer against any and all claims, demands, suits, actions, and causes of actions asserting liability arising downstream the Lease Delivery Point (s) for damage or injury to person or persons or property resulting from the handling or use of such gas but only to the extent such claims, demands, suits, actions, or causes of actions were caused by the gross negligence or willful misconduct of Shipper.

V.

Gatherer shall have the right to shut off gas delivery to Shipper at any time with notice for any of the following:

- A. for repairs,
- B. for want of supply,
- C. for non-payment of bills when due, or
- D. for a breach of any provision of this Agreement.

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INDEMNITY AGREEMENT

This Indemnity Agreement (this "Agreement"), effective on March 7, 2014, is between EnLink Midstream Partners, LP, a Delaware limited partnership (the "Company"), and ("Indemnitee"), a director or an officer of the General Partner (as defined below).

RECITALS:

1. Indemnitee is a director, manager or officer of EnLink Midstream GP, LLC, the general partner of the Company (the "General Partner").
2. The General Partner manages the business and affairs of the Company.
3. As a condition to Indemnitee becoming a director, manager or officer of the General Partner (or continuing in that role), the Company has agreed to provide the indemnities and insurance and to advance expenses to Indemnitee as provided in this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Indemnity of Indemnitee

(a) To the fullest extent permitted by law, but subject to the limitations provided in this Agreement, the Company will indemnify and hold Indemnitee harmless, from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, ERISA excise taxes, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals (hereinafter, a "proceeding"), in which Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, because Indemnitee is or was a director, manager or officer of the General Partner or the Company, or is or was serving at the request of the General Partner or the Company as a manager, managing member, general partner, director, officer, fiduciary, or trustee of any other entity, organization or person of any nature, including service with respect to employee benefit plans, and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Company or the General Partner. Notwithstanding the above, the Company will not indemnify Indemnitee under this Agreement or otherwise if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which Indemnitee is seeking indemnification, Indemnitee acted in bad faith or engaged in fraud, willful misconduct, or in the case of a criminal matter, acted with knowledge that Indemnitee's conduct was unlawful.

(b) To the fullest extent permitted by law, the Company shall timely pay the expenses (including legal fees and expenses) incurred by Indemnitee in defending any proceeding for which indemnity is provided under section 1(a). The Company shall pay the expenses or reimburse Indemnitee for expenses paid by Indemnitee promptly following

presentation in writing with reasonable detail. The Company's obligation to pay Indemnitee's expenses will cease upon entry of a final and non-appealable judgment by a court of competent jurisdiction determining that Indemnitee is not entitled to be indemnified under the terms of this Agreement for the matter for which Indemnitee is seeking indemnification.

(c) If a claim under paragraph (a) or (b) of this section is not paid in full by the Company within 45 days after a written claim has been received by the Company, Indemnitee may, at any time thereafter, bring suit against the Company to recover the unpaid amount of the claim. The Company will bear the burden to show that indemnification or advances are not required under this Agreement. Indemnitee is also entitled to recover the expenses incurred to prosecute such claim to the extent he or she is successful in establishing his or her right to indemnification or to the advancement of expenses.

(d) The termination of any proceeding to which Indemnitee is a party by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, does not create a presumption that Indemnitee failed to meet any standard of conduct required for reimbursement, but specific determinations, findings or admissions will be given effect under this Agreement.

2. Maintenance of Insurance

(a) Subject only to the provisions of Section 2(b) hereof, so long as Indemnitee serves as a director or officer of the Company or the General Partner (or shall continue at the request of the Company to serve as a manager, managing member, general partner, director, officer, fiduciary, or trustee of another entity, person, or organization, including service with respect to employee benefit plans) and thereafter so long as Indemnitee may be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative, because Indemnitee was a director or officer of the Company or the General Partner (or served in any of said other capacities), the Company will maintain in effect for the benefit of Indemnitee one or more valid, binding and enforceable policies of directors' and officers' liability insurance (the "D & O Insurance") providing coverage comparable to that provided by similarly situated companies. The Company will review its D & O Insurance each year and update the plans as required to meet this section.

(b) The Company is not required to maintain said policy or policies of D & O Insurance in effect if the Board of Directors of the General Partner determines that (i) the premium cost for such insurance is substantially disproportionate to the amount of coverage, (ii) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance or (iii) said insurance is not otherwise reasonably available; provided, however, that in the event the then Board of Directors makes such a judgment, the Company shall purchase and maintain in force a policy or policies of D & O Insurance in the amount and with such coverage as the Board of Directors determines to be reasonably available.

3. Continuation of Indemnity

The obligations of the Company under this Agreement apply to any and all claims made after the date of this Agreement regardless of when the facts upon which such claims are based occurred, including times before the date hereof. All agreements and obligations of the Company contained in this Agreement shall continue during the period Indemnitee is a director or officer of the Company or the General Partner (or is serving at the request of the Company as a manager, managing member, general partner, director, officer, fiduciary, or trustee of another entity, person, or organization (including service with respect to employee benefit plans) and shall continue as to an Indemnitee who has ceased to serve in such capacity and inure to the benefit of the heirs, successors, assigns and administrators of Indemnitee.

4. Contribution

If the full indemnification provided in Section 1 is not paid to an Indemnitee because such indemnification is prohibited by law, then in respect of any actual or threatened proceeding in which the Company or the General Partner is jointly liable with Indemnitee (or would be if joined in such proceeding) the Company shall contribute to the amount of expenses incurred by Indemnitee for which indemnification is not available in such proportion as is appropriate to reflect (i) the relative benefits received by

the Company and the General Partner on the one hand and Indemnitee on the other hand from the transaction from which such proceeding arose and (ii) the relative fault of the Company or the General Partner on the one hand and of Indemnitee on the other in connection with the events that resulted in such expenses, as well as any other relevant equitable considerations. The relative fault of the Company (which shall be deemed to include the Company's and the General Partner's other directors, officers and employees) on the one hand and of Indemnitee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses. The Company agrees that it would not be just and equitable if contribution pursuant to this section were determined by any method of allocation which does not take account of the foregoing equitable considerations.

5. Notification and Defense of Claim.

Indemnitee shall notify the Company as soon as practicable after receipt by Indemnitee of actual knowledge of any proceeding that may result in Indemnitee making an indemnification claim under this Agreement. However, the failure of Indemnitee to give timely notice will not relieve the Company's obligations hereunder except to the extent the Company is actually prejudiced by the delay or failure to provide notice. With respect to any proceeding as to which Indemnitee has provided notice:

(a) The Company will be entitled to participate at its own expense; and

(b) Except as otherwise provided below, the Company may assume the defense of any proceeding with counsel reasonably satisfactory to Indemnitee. If the Company elects to assume the defense, then after notice to Indemnitee, the Company will not be liable to Indemnitee under this Agreement for any legal or other expenses subsequently incurred by Indemnitee in connection with the defense, other than reasonable costs of investigation, including an investigation in connection with determining whether there exists a conflict of

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interest of the type described in clause (ii) of this paragraph, or as otherwise provided in this paragraph. Indemnitee has the right to employ his or her counsel in any proceeding, but the fees and expenses of such counsel incurred after the Company notifies Indemnitee of its assumption of the defense will be at Indemnitee's sole expense. However, the Company will bear Indemnitee's expenses incurred after the Company notifies Indemnitee of its assumption of the defense if: (i) the Company authorizes Indemnitee's employment of counsel or incurrence of other expenses; (ii) Indemnitee, with the advice of counsel, reasonably determines that there is a conflict of interest between the Company and Indemnitee that is reasonably likely to materially and adversely impact the conduct of Indemnitee's defense or (iii) the Company does not employ counsel to assume the defense of such action within a reasonable time after the Company's election to assume the defense. The Company may not assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which Indemnitee makes the determination described in clause (ii) of this paragraph.

(c) The Company is not obligated to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action or claim without the Company's written consent. The Company may not settle any action or claim in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee may unreasonably withhold their consent to any proposed settlement.

6. Undertaking to Repay Expenses

If a court determines that Indemnitee is not entitled to, or the Company is not obligated to pay, any amounts paid by the Company to Indemnitee under this Agreement, Indemnitee must repay the Company those amounts so paid or advanced within 30 days following such determination. In addition, to the extent that the Company assumes or reimburses any expenses, Indemnitee hereby assigns to the Company any rights to indemnification for those expenses that may arise from any other party (including any insurance proceeds) and agrees to pay to the Company any amounts that Indemnitee receives as reimbursement of those same expenses.

7. Notice.

Any notice to the Company shall be in writing and directed to EnLink Midstream Partners, LP, 2501 Cedar Springs, Dallas, Texas 75201, Attention: Corporate Secretary (or such other address as the Company shall designate in writing to Indemnitee). Any notice to Indemnitee shall be in writing and directed to the address included on the signature page to this Agreement. Notices are effective upon receipt.

8. Severability.

If any provision of this Agreement is found to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement

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containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) will not be affected or impaired in any way; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) must be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

9. Indemnification Under this Agreement Not Exclusive

(a) The rights to indemnification and to the advancement of expenses provided by this Agreement are in addition to and not exclusive of any other rights to which Indemnitee may be entitled under any statute, any provision of the Company's or the General Partner's organizational or governing documents, or any other agreement, any vote of members or directors, or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office. To the extent that a change in law (whether by statute or judicial decision) permits greater indemnification under any statute, agreement, organizational document or governing document than would be afforded currently under this Agreement, it is the intention of the parties that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change.

(b) It is the intention of the parties in entering into this Agreement that the insurers under any D & O Insurance policy will be obligated to pay any claims by Indemnitee that are covered by such policy. However, the obligations of the insurers to the Company or Indemnitee shall not be deemed reduced or impaired in any respect by virtue of the provisions of this Agreement.

10. Miscellaneous.

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware.

(b) This Agreement is binding upon Indemnitee and upon the Company, their respective successors and assigns, and inures to the benefit of Indemnitee and his

or her heirs, executors, personal representatives and assigns, and to the benefit of the Company, its successors and assigns. If the Company merges or consolidates with another entity, organization or person, or sells, leases, transfers or otherwise disposes of all or substantially all of its assets to another entity, organization or person (in one transaction or series of transactions), (i) the Company shall cause the successor in the merger or consolidation or the transferee of the assets that is receiving the greatest portion of the assets or earning power transferred pursuant to the transfer of the assets, to assume all of the Company's obligations under and agree to perform this Agreement either by operation of law or by agreement in form and substance satisfactory to Indemnitee, and (ii) the term "Company" whenever used in this Agreement shall thereafter mean and include any such successor or transferee.

(c) As used in this Agreement, no matter adjudicated by a court order will be "determined" or "ultimately determined," and no matter will be a "final disposition" unless and until (i) the time to appeal, petition for writ of certiorari, or otherwise seek further review or to move for reargument, rehearing or reconsideration of the order has expired and no appeal, petition for writ of certiorari or other review, or proceedings for reargument, rehearing, or reconsideration are pending, or (ii) if an appeal, petition for writ of certiorari, or other request for review or reargument, rehearing or reconsideration thereof is allowed and has been sought, such order has been affirmed by the highest court to which such order was appealed or review thereof has been denied by the highest court from which a writ of certiorari, or other request for review or reargument, rehearing, or reconsideration was sought, and the time to take any further appeal, to petition for writ of certiorari or to otherwise seek review, or to move for reargument, rehearing, or reconsideration has expired.

(d) Except as provided below, no amendment, modification, termination or cancellation of this Agreement is effective unless in writing and signed by both of the parties. However, the Company may amend this Agreement from time to time without Indemnitee's consent to the extent the Company determines that it is necessary or appropriate, in its sole discretion, to effect compliance with Section 409A of the Code, including regulations and interpretations thereunder. Amendments under this paragraph (d) may result in a reduction of benefits provided hereunder and/or other unfavorable changes to Indemnitee. Any reduction in benefits or other changes that are unfavorable to Indemnitee will only be those required to comply with Section 409A of the Code and the regulations promulgated thereunder.

(e) This Agreement provides for the indemnification of, and/or purchase of insurance policies providing for payments of, expenses and damages incurred with respect to *bona fide* claims against Indemnitee, as a service provider, and the Company, as the service recipient, in accordance with Treas. Reg. Section 1.409A-1(b)(10). The Agreement does not provide for the deferral of compensation. The Agreement must be construed consistently, and limited in accordance with, the provisions of such regulation.

(f) This Agreement supersedes any prior written Indemnification Agreement entered into between Indemnitee and the Company or the General Partner.

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the day and year first above written.

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC
its general partner

By: _____
Name: _____
Title: _____

INDEMNITEE

Name: _____
Address: _____

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“*Agreement*”) is made and entered into to be effective the 7th day of March 2014, by and between WILLIAM W. DAVIS, an individual, with a primary residence located at 11220 Strait Lane, Dallas, Texas 75229 (“*Consultant*”), and ENLINK MIDSTREAM OPERATING, LP (“*Company*”), with its principal offices located at 2501 Cedar Springs, Suite 100, Dallas, Texas 75201. Consultant and Company are referred to herein as a “*Party*” or the “*Parties*”, as appropriate.

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I. SCOPE OF SERVICES

1.1 Company and Consultant agree that Consultant shall perform consultation, project management, and related leadership activities as requested by the Company’s Chief Executive Officer or Board of Directors (the “*Services*”).

1.2 Consultant shall perform the Services (a) in a good and workmanlike manner, (b) with the degree of skill and care needed to render the quality of services that is customarily accepted as consistent with good professional and technical procedures within the industry in which the Services are being performed, (c) in accordance with any specific practices and procedures designated by the Company’s Chief Executive Officer or Board of Directors, and (d) in compliance with all applicable requirements of federal, state and local laws, ordinances, rules and regulations.

1.3 For the performance of the Services, Company will provide Consultant with an office in Company’s Dallas office location, an office telephone, an office computer, and the use of customary office equipment and supplies, such as printers, copiers, facsimile machines, and paper. Consultant shall furnish, at its own cost and expense, all other labor, materials, supplies, machines, equipment, transportation and other items necessary in the performance of the Services.

1.4 Consultant shall not perform any Services which are not authorized. Changes related to the scope of the Services are authorized and valid only upon the execution by both Parties of a written change order specifying the scope of the extra work, the changes, the schedule, and any other related matters.

ARTICLE II. INDEPENDENT CONTRACTOR

2.1 Consultant shall be and is an independent contractor. Company is interested only in the results obtained and has only the general right of inspection and supervision in order to secure the satisfactory completion of the Services. Company shall not have the right to control or direct the details of the Services, except as to the scope and nature of the Services and the results to be obtained. Under no circumstances shall an employee of Consultant be deemed an agent or employee or “borrowed servant” of Company. Additionally, neither Party shall function as the agent or representative of the other.

2.2 Consultant shall have no authority to execute any contract or any other document which purports to bind Company, nor will Company execute any document which purports to bind Consultant.

Additionally, Consultant shall not have the authority to represent Company in any matter and neither Party shall represent themselves in a manner inconsistent with the provisions of this Agreement.

2.3 Consultant is required to make all appropriate filings with the taxing authorities to account for any and all payments required by the local, state, and federal authorities, including, but not limited to, income tax, social security, unemployment insurance, and old age benefits for any person(s) employed by Consultant. Consultant is solely responsible for payment of its own state and federal income taxes, FICA, self-employment tax and other taxes that may be due as a result of the consideration that it receives hereunder. There will be no withholding for taxes from any payments made to Consultant by the Company under this Agreement.

2.4 It shall be Consultant’s sole responsibility to carry any insurance for its benefit, such as automobile, worker’s compensation, life, accident, disability and medical insurance. Except for COBRA benefits otherwise available to Consultant, it is further understood that Consultant will not be eligible to participate in any of the Company’s employee benefit plans or programs and Consultant specifically waives any right to any such employee benefit plans or programs of the Company, regardless of whether such benefit plans or programs shall be interpreted to include Consultant as an eligible participant.

ARTICLE III. TERM

3.1 The term of this Agreement shall commence on the effective date of this Agreement and will thereafter continue and remain in force and effect through April 7, 2014.

ARTICLE IV. COMPENSATION

4.1 For Services rendered during the term of this Agreement, Consultant shall be compensated according to the terms and provisions as follows:

- A. Consultant will be paid \$100,000 per month. Company will also pay for all reasonable expenses incurred by Consultant for approved travel.
- B. Consultant shall submit to Company an invoice for payment for the Services, pursuant to the terms of this Agreement, on a monthly basis. Within thirty (30) days after the acceptance by Company of Consultant’s invoice as fully complying with all specifications and requirements of this Agreement, Company shall pay Consultant for Services performed hereunder.

ARTICLE V. INDEMNIFICATION

5.1 CONSULTANT SHALL INDEMNIFY, RELEASE AND HOLD COMPANY, ITS PARENT COMPANY, ANY SUBSIDIARY AND AFFILIATED COMPANIES AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS OF ANY TIER (OTHER THAN CONSULTANT) AND AGENTS (THE “*COMPANY INDEMNITEES*”), FREE AND HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, AND OTHER LITIGATION (INCLUDING ALL COSTS THEREOF, INCLUDING REASONABLE ATTORNEY’S FEES) OF EVERY KIND AND CHARACTER, ARISING OUT OF OR IN CONNECTION WITH OR IN ANYWAY RELATED TO THE PERFORMANCE BY CONSULTANT OF ITS SERVICES UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT

CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OF COMPANY INDEMNITEES.**ARTICLE VI.
NOTICES**

6.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when delivered personally, by courier, by telefax or teletypewriter, if received during normal business hours, or by mail if properly addressed and deposited in the United States mail, first class postage prepaid, to the applicable address shown below, or to such address as either Party may from time to time designate as the address for such purpose by like notice to the other Party.

COMPANY:

EnLink Midstream Operating, LP
2501 Cedar Springs, Suite 100
Dallas, Texas 75201
Attn: Chief Executive Officer

with a copy to:

EnLink Midstream Operating, LP
2501 Cedar Springs, Suite 100
Dallas, Texas 75201
Attn: General Counsel

CONSULTANT:

William W. Davis
11220 Strait Lane
Dallas, Texas 75229

**ARTICLE VII.
CONFIDENTIAL INFORMATION**

7.1 The term "**Confidential Information**" includes business strategies and plans, projects, trade secrets, know how, customer contacts, contracts, supplier lists, right of way information and data, technical data, pipeline and engineering data, operational data, accounting data and any documents and drawings relating to the above, any information in any form whether original or copies, relating to any of the business activities of Company and all information discovered or derived in the performance of the Services by Consultant pursuant to this Agreement.

7.2 Consultant agrees that all Confidential Information (including improvements, enhancements and refinements of Confidential Information) data, notes, records, drawings, memoranda, reports, or other documents that are made or compiled by Consultant or which were made available to Consultant during the term of this Agreement concerning any process, techniques, invention, computer programs or products manufactured, used, or developed by Consultant based in whole or in part on Confidential Information during the term of this Agreement shall be the sole and exclusive property of the Company.

7.3 When this Agreement terminates, Consultant agrees to return, at Consultant's sole expense, all Confidential Information and property in its possession, which belongs to Company. Consultant further agrees not to disclose, use or disseminate Confidential Information and/or property belonging to Company to any third party during the two (2) years immediately following such termination.

7.4 Consultant acknowledges and agrees that a breach or threatened breach of any provision contained in Article VII would cause irreparable injury to Company and that money damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. Consultant agrees that Company shall be entitled to temporary and permanent injunctive relief to restrain Consultant from such breach or threatened breach without having to post bond. Nothing in this Agreement shall be construed as preventing Company from pursuing any and all remedies available to it under the Agreement for a breach or threatened breach of a covenant contained in this Article VII, including the recovery of monetary damages from Consultant.

7.5 In the event Consultant becomes legally compelled by a court, administrative tribunal or agency, or in court or agency proceedings, to disclose Confidential Information, Consultant will provide Company with prompt written notice so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Article VII. Consultant will furnish only that portion of the Confidential Information that Consultant is advised (by written opinion of its counsel) is legally required to comply with the requirements of such order or proceedings.

**ARTICLE VIII.
INTELLECTUAL PROPERTY**

8.1 It is agreed and acknowledged that ownership of and copyright in all "**Intellectual Property**" (being all intellectual and industrial property rights of any person and includes patents, trademarks, trade names, software, registered designs and copyright in plans, design details, specifications, technical handbooks, reports, drawings or other works) produced or prepared in the course of performing the terms of this Agreement shall remain or be vested in the Company. Any Intellectual Property of Consultant existing prior to execution of this Agreement and used in the provision of the services shall remain Consultant's property but Consultant hereby grants to the Company and its affiliates an irrevocable royalty free license and right to use such Intellectual Property which Consultant represents and warrants it is entitled to disclose to the Company. Furthermore, Consultant hereby acknowledges and agrees that Consultant and Company will jointly own all Intellectual Property based on or using any information or documents of Company that Consultant develops or creates after the termination of this Agreement.

**ARTICLE IX.
MISCELLANEOUS**

9.1 **Governing Law, Venue.** This Agreement will be governed by and interpreted in accordance with laws of the State of Texas without giving effect to any conflict of laws provisions, with venue in the state or federal courts in Dallas County, Texas.

9.2 **Severability.** If any term or provision of this Agreement is found to be illegal or unenforceable, then, notwithstanding such term or provision, the remainder of the Agreement shall remain in full force and effect and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

9.3 **Assignment.** This Agreement may be assigned by Company without Consultant's consent and nothing herein shall limit, restrict or prohibit Company's use, transfer or disclosure of any of the Company work product derived from the Services provided hereunder. The rights and obligations created or assumed hereunder by Consultant shall not be assignable in whole or in part by Consultant. All rights and obligations contained herein shall inure to the benefit of and be binding upon each of the Parties and their respective permitted successors and assigns.

9.4 **Entire Agreement, Amendment.** This Agreement represents the entire understanding between the Parties regarding the subject matter set forth herein. This Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

9.5 **No Waiver.** No course of dealing or failure of either Party to strictly enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.

9.6 **WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, REVENUES, FINANCING, BONDING CAPACITY, OR BUSINESS INTERRUPTIONS.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed to be effective as of the date and year first herein above written.

CONSULTANT:

WILLIAM W. DAVIS

/s/ William W. Davis
Name: William W. Davis

COMPANY:

ENLINK MIDSTREAM OPERATING, LP
By: EnLink Midstream Operating GP, LLC,
Its: General Partner

By: /s/ Joe A. Davis
Name: Joe A. Davis
Title: Executive Vice President, General Counsel and Secretary

ENLINK MIDSTREAM GP, LLC
LONG-TERM INCENTIVE PLAN
(As Amended and Restated on March 7, 2014)

Section 1. Purpose of the Plan.

The EnLink Midstream GP, LLC Long-Term Incentive Plan (the “Plan”) (previously known as the Crosstex Energy GP, LLC Long-Term Incentive Plan (the “Prior Plan”)) is intended to promote the interests of EnLink Midstream Partners, LP, a Delaware limited partnership (the “Partnership”), by providing to employees, consultants and independent contractors of EnLink Midstream GP, LLC (the “Company”) and its Affiliates and non-employee directors of the Company, who perform services for the Partnership, incentive compensation awards for superior performance that are based on Units. The Plan is also contemplated to enhance the ability of the Company and its Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Partnership and to encourage them to devote their best efforts to the business of the Partnership, thereby advancing the interests of the Partnership and its partners.

Section 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Award” means an Option or Restricted Incentive Unit granted under the Plan, and shall include any tandem DERs granted with respect to an Award of Restricted Incentive Units, it being understood that tandem DERs shall not be granted with respect to an Award of Options. All Awards shall be granted by, confirmed by, and subject to the terms of, an Award Agreement.

“Award Agreement” means a written agreement between the Company and a Participant that sets forth the terms, conditions, restriction and/or limitations applicable to an Award.

“Board” means the Board of Directors of the Company.

“Cause” means, except as otherwise provided in an Award Agreement, (i) Participant has failed to perform the duties assigned to him and such failure has continued for thirty (30) days following delivery by the Company of written notice to Participant of such failure, (ii) Participant has been convicted of a felony or misdemeanor involving moral turpitude, (iii) Participant has engaged in acts or omissions against the Company constituting dishonesty, breach of fiduciary obligation, or intentional wrongdoing or misfeasance, (iv) Participant has acted intentionally or in bad faith in a manner that results in a material detriment to the assets, business or prospects of the Company, or (v) Participant has breached any obligation under the Plan or Award Agreement.

“Change of Control” means: (a) the consummation of a merger or consolidation of the Company with or into another entity or any other transaction the result of which is that any Person (other than EnLink Midstream, LLC, the Partnership or any of their subsidiaries) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the voting power of the outstanding equity interests of the continuing or surviving entity; (b) the sale, transfer or other disposition of all or substantially all of the Company’s or the Partnership’s assets; or (c) a change in the composition of the Board as a result of which fewer than 50% of the incumbent directors are directors who either (i) had been directors of the Company on the date 12 months prior to the date of the event that may constitute a Change of Control (the “original directors”) or (ii) were elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the aggregate of the original directors who were still in office at the time of the election or nomination and the directors whose election or nomination was previously so approved.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

“Committee” means the Compensation Committee of the Board or such other committee of the Board appointed to administer the Plan.

“Consultant” means an individual performing direct consulting or other contracting services for the Company or an Affiliate, in each case as determined by the Committee, and who is treated for tax purposes as an independent contractor at the time of performance of the services.

“Distribution Equivalent Right” or “DER” means a contingent right, granted in tandem with a specific Restricted Incentive Unit under Section 6(b)(i) to receive with respect to each Unit subject to the Award an amount in cash, Units and/or Restricted Incentive Units, as determined by the Committee in its sole discretion, equal in value to the distributions made by the Partnership with respect to a Unit during the period such Award is outstanding.

“Effective Date” means the date of amendment and restatement of this Plan first set forth above.

“Employee” means any employee of the Company or an Affiliate.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Fair Market Value” means the closing sales price of a Unit on the applicable date (or if there is no trading in the Units on such date, on the next preceding date on which there was trading) as reported in *The Wall Street Journal* (or other reporting service approved by the Committee). In the event Units are not publicly traded at the time a determination of fair market value is required to be made hereunder, the determination of fair market value shall be made in good faith by the Committee and in accordance with Section 409A of the Code, as applicable.

“Option” means an option to purchase Units granted under the Plan.

“Outside Director” means a “non-employee director” of the Company, as defined in Rule 16b-3.

“Participant” means any Employee, Consultant or Outside Director granted an Award under the Plan.

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

“Plan” means this EnLink Midstream GP, LLC Long-Term Incentive Plan, as amended from time to time.

“Restricted Incentive Unit” means an Award that is valued by reference to a Unit, which value may be paid to the Participant by delivery, as the Committee shall determine, of cash, Units, or any combination thereof, and that has such restrictions as the Committee, in its sole discretion, may impose.

“Restriction Period” means the period established by the Committee with respect to an Award during which the Award either remains subject to forfeiture or is not exercisable by or payable to the Participant.

“Rule 16b-3” means Rule 16b-3 promulgated by the SEC under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time.

“SEC” means the Securities and Exchange Commission, or any successor thereto.

“Section 409A” means Section 409A of the Internal Revenue Code of 1986, as amended, and the guidance promulgated thereunder.

“Unit” means a Common Unit of the Partnership or any other securities or other consideration into which a Common Unit of the Partnership is converted pursuant to any capital reorganization, recapitalization, merger or other similar transaction.

Section 3. Administration.

The Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the acts of the members of the Committee who are present at any meeting thereof at which a quorum is present, or acts unanimously approved by the members of the Committee in writing, shall be the acts of the Committee. Subject to the following, and any applicable law, the Committee, in its sole discretion, may delegate any or all of its powers and duties under the Plan, including the power to grant Awards under the Plan, to the Chief Executive Officer of the Company (provided the Chief Executive Officer is a member of the Board), subject to such limitations on such delegated powers and duties as the Committee may impose, if any. Upon any such delegation all references in the Plan to the “Committee,” other than in Section 7, shall be deemed to include the Chief Executive Officer; provided, however,

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that such delegation shall not limit the Chief Executive Officer’s right to receive Awards under the Plan. Notwithstanding the foregoing, the Chief Executive Officer may not grant Awards to, or take any action with respect to any Award previously granted to himself, a person who is an officer subject to Rule 16b-3 or a member of the Board. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Units to be covered by Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan (including any Award Agreement); (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, the Partnership, any Affiliate, any Participant, and any beneficiary of any Award.

Section 4. Units.

(a) Units Available. Subject to adjustment as provided in Section 4(c), the number of Units with respect to which Restricted Incentive Units and Options may be granted under the Plan is 9,070,000. If any Option or Restricted Incentive Unit is forfeited or otherwise terminates or is canceled without the delivery of Units, then the Units covered by such Award, to the extent of such forfeiture, termination or cancellation, shall again be Units with respect to which Options or Restricted Incentive Units may be granted, as the case may be.

(b) Sources of Units Deliverable Under Awards. Any Units delivered pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market, from any Affiliate, the Partnership or any other Person, or any combination of the foregoing, as determined by the Committee in its discretion.

(c) Adjustments. In the event that the Committee determines that any distribution (whether in the form of cash, Units, other securities, or other property), recapitalization, split, reverse split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Units or other securities of the Partnership, issuance of warrants or other rights to purchase Units or other securities of the Partnership, or other similar transaction or event affects the Units such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Units (or other securities or property) with respect to which Awards may be granted under the Plan, (ii) the number and type of Units (or other securities or property) subject to outstanding Awards, and (iii) the grant or exercise price with respect to any outstanding Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; provided, that the number of Units subject to any Award

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shall always be a whole number.

Section 5. Eligibility.

Any Employee or Consultant, who performs services for the benefit of the Partnership, or Outside Director shall be eligible to be designated a Participant and receive an Award under the Plan.

Section 6. Awards.

(a) Options. The Committee shall have the authority to determine the Employees, Consultants and Outside Directors to whom Options shall be granted, the number of Units to be covered by each Option, the purchase price therefor and the conditions and limitations applicable to the exercise of the Option, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) Exercise Price. The purchase price per Unit purchasable under an Option shall be determined by the Committee at the time the Option is granted and shall be no less than the Fair Market Value of a Unit as of the date of grant.

(ii) Time and Method of Exercise. The Committee shall determine the Restriction Period, i.e., the time or times at which an Option may be exercised in whole or in part, which may include, without limitation, accelerated vesting upon the achievement of specified performance goals, and the method or methods by which payment of the exercise price with respect thereto may be made or deemed to have been made, which unless otherwise prohibited by applicable law, may

include, without limitation, cash, check acceptable to the Company, a “cashless-broker” exercise through procedures approved by the Company, by withholding from the issuance under the Option Units otherwise deliverable thereunder, other securities or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price. The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the Plan or applicable law.

(iii) *Term.* Subject to earlier termination as provided in the Award Agreement or the Plan, each Option shall expire on the tenth anniversary of its date of grant.

(iv) *Forfeiture.* Each Award Agreement embodying the Award of an Option shall set forth the extent to which Participant shall have the right to exercise the Option following termination of the Participant’s employment or service with the Company. Such provisions shall be determined by the Committee in its absolute discretion, need not be uniform among all Options granted under the Plan and may reflect distinctions based on the reasons for termination of employment or service. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant’s Options.

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(v) *Option Exchanges.* Subject to Section 409A and notwithstanding anything herein to the contrary, except in connection with a corporate transaction involving the Company as provided in Section 4(c) of the Plan (including, without limitation, any distribution, Unit split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, or exchange of Units), the terms of outstanding awards may not be amended to reduce the exercise price of outstanding Options or cancel, exchange, substitute, buyout or surrender outstanding Options in exchange for cash, other awards or Options with an exercise price that is less than the exercise price of the original Options without unitholder approval.

(b) *Restricted Incentive Units.* The Committee shall have the authority to determine the Employees, Consultants and Outside Directors to whom Restricted Incentive Units shall be granted, the number of Restricted Incentive Units to be granted to each such Participant, the Restriction Period, the conditions under which the Restricted Incentive Units may become vested or forfeited, which may include, without limitation, the accelerated vesting upon the achievement of specified performance goals, and such other terms and conditions as the Committee may establish with respect to such Awards, including whether DERs are granted with respect to such Restricted Incentive Units.

(i) *DERs.* Unless otherwise determined by the Committee and specified in the Award Agreement, DERs if granted on the specified number of Units covered by an Award of Restricted Incentive Units, shall, as specified in the Award Agreement, be either (a) paid with respect to such Restricted Incentive Units on the distribution date in cash or in unrestricted Units having a Fair Market Value equal to the amount of such distribution, or (b) deferred with respect to such Restricted Incentive Units and the amount or value thereof may automatically be deemed reinvested in additional Restricted Incentive Units and paid at the time payment is made with respect to such Award of Restricted Incentive Units. Notwithstanding the foregoing, DERs shall only be paid in a manner that is either exempt from or in compliance with the requirements under Section 409A of the Code.

(ii) *Forfeiture.* Except as otherwise provided in the terms of the Restricted Incentive Units Award Agreement, upon termination of a Participant’s employment or service with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restriction Period, all Restricted Incentive Units shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant’s Restricted Incentive Units.

(iii) *Lapse of Restrictions.* Upon or following the vesting of each Restricted Incentive Unit, the Participant shall be entitled to receive one Unit, subject to the provisions of Section 8(b).

(c) *General.*

(i) *Awards May Be Granted Separately or Together.* Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or

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in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(ii) *Limits on Transfer of Awards.*

(A) *Permitted Transferees.* The Committee may, in its discretion, permit a Participant to transfer all or any portion of an Option, or authorize all or a portion of an Option to be granted to a Participant to be on terms which permit transfer by such Participant; provided that, in either case the transferee or transferees must be any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, in each case with respect to the Participant, an individual sharing the Participant’s household (other than a tenant of the Participant or employee of the Company), a trust in which any of the foregoing individuals have more than 50% of the beneficial interest, a foundation in which any of the foregoing individuals (or the Participant) control the management of assets, and any other entity in which any of the foregoing individuals (or the Participant) own more than 50% of the voting interests (collectively, “Permitted Transferees”); provided further that, (1) there may be no consideration for any such transfer and (2) subsequent transfers of Options transferred as provided above shall be prohibited except subsequent transfers back to the original holder of the Option and transfers to other Permitted Transferees of the original holder. Award Agreements evidencing Options with respect to which such transferability is authorized at the time of grant must be approved by the Committee, and must expressly provide for transferability in a manner consistent with this Section 6(c)(ii)(A).

(B) *Domestic Relations Orders.* An Option, Restricted Incentive Unit or other Award may be transferred, to a Permitted Transferee, pursuant to a domestic relations order entered or approved by a court of competent jurisdiction upon delivery to the Company of written notice of such transfer and a certified copy of such order.

(C) *Other Transfers.* Except as expressly permitted by Sections 6(c)(ii)(A) and (B), Awards shall not be transferable other than by will or the laws of descent and distribution.

(D) *Effect of Transfer.* Following the transfer of any Award as contemplated by Sections 6(c)(ii)(A), (B), and (C), (1) such Award shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer; provided that the term “Participant” shall be deemed to refer to the Permitted Transferee, the recipient under a domestic relations order described in Section 6(c)(ii)(B), or the estate or heirs of a deceased Participant or other

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transferee, as applicable, to the extent appropriate to enable the exercise of the transferred Award in accordance with the terms of this Plan and applicable law and (2) the provisions of the Award relating to exercisability shall continue to be applied with respect to the original Participant and, following the occurrence of any applicable events described therein the Awards shall be exercisable by the Permitted Transferee, the recipient under a qualified domestic relations order, or the estate or heirs of a deceased Participant, as applicable, only to the extent and for the periods that would have been applicable in the absence of the transfer.

(E) Procedures and Restrictions. Any Participant desiring to transfer an Award as permitted under Sections 6(c)(ii)(A), (B), or (C) shall make application therefor in the manner and time specified by the Committee and shall comply with such other requirements as the Committee may require to assure compliance with all applicable securities laws. The Committee shall not give permission for such a transfer if (1) it would give rise to short swing liability under Section 16(b) of the Exchange Act or (2) it may not be made in compliance with all applicable federal, state and foreign securities laws.

(F) Registration. To the extent the issuance to any Permitted Transferee of any Units issuable pursuant to Awards transferred as permitted in this Section 6(c)(ii) is not registered pursuant to the effective registration statement of the Company generally covering the Units to be issued pursuant to this Plan to initial holders of Awards, the Company shall not have any obligation to register the issuance of any such Units to any such transferee.

(iii) Term of Awards. The term of each Award shall be for such period as may be determined by the Committee.

(iv) Unit Certificates. All certificates for Units or other securities of the Partnership delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(v) Consideration for Grants. Awards may be granted for no cash consideration or for such consideration as the Committee determines.

(vi) Delivery of Units or other Securities and Payment by Participant of Consideration Notwithstanding anything in the Plan or any Award Agreement to the contrary, delivery of Units pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain Units to deliver pursuant to such Award without violating the rules or regulations of any applicable law or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement

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(including, without limitation, any exercise price or tax withholding) is received by the Company. Unless otherwise prohibited by applicable law, such payment may be made by such method or methods and in such form or forms as the Committee shall determine, including, without limitation, cash, other Awards, withholding of Units, cashless-broker exercises with simultaneous sale, or any combination thereof; provided that the combined value, as determined by the Committee, of all cash and cash equivalents and the Fair Market Value of any such Units or other property so tendered to the Company, as of the date of such tender, is at least equal to the full amount required to be paid to the Company pursuant to the Plan or the applicable Award Agreement.

(vii) Change of Control. Any Award Agreement hereunder may, in the discretion of the Committee, provide for the circumstances and manner in which, if at all, vesting provisions or performance conditions thereunder would be affected by a Change of Control, or such event related to a Change of Control as may be established by the Committee.

(A) In the case of an Option granted after the Effective Date or not otherwise exercised upon a Change of Control, upon a Change of Control, and except as otherwise provided in the Award Agreement for such Option, the Committee, acting in its sole discretion without the consent or approval of any holder, shall affect one or more of the following alternatives with respect to Options, which may vary among individual holders: (1) accelerate the time at which Options then outstanding may be exercised so that such Options may be exercised in full for a limited period of time on or before a specified date (before or after such Change of Control) fixed by the Committee, after which specified date all unexercised Options and all rights of holders thereunder shall terminate; (2) require the mandatory surrender to the Company by selected holders of some or all of the outstanding Options held by such holders (irrespective of whether such Options are then exercisable under the provisions of this Plan) as of a date, before or after such Change of Control, specified by the Committee, in which event the Committee shall thereupon cancel such Options and pay to each holder an amount of cash (or other consideration including securities or other property) per Unit equal to the excess, if any, of the Change of Control Price (as defined below) of the Units subject to such Options over the exercise price(s) under such Options for such Units (except that to the extent the exercise price under any such Option is equal to or exceeds the Change of Control Price, in which case no amount shall be payable with respect to such Option); or (3) make such adjustments to Options then outstanding as the Committee deems appropriate to reflect such Change of Control; provided, however, that the Committee may determine in its sole discretion that no adjustment is necessary to Options then outstanding; provided, further, however, that the right to make such adjustments shall include, but not require or be limited to, the modification of Options such that the holder of the Option shall be entitled to purchase or receive (in lieu of the total number of Units as to which an Option is exercisable (the "Total Units") or other consideration that the holder would otherwise be entitled to purchase or receive under the Option (the "Total Consideration")), the number of units, other securities, cash or property to which the Total Consideration would have been entitled to in connection with the Change of Control, at an aggregate exercise price equal to the exercise price that would have been payable if the Total Units had been purchased upon the exercise of the Option immediately before the consummation of the Change of Control. Notwithstanding the foregoing, the provisions of the Prior Plan shall apply to Options granted prior to the Effective Date.

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(B) The "Change of Control Price" for purposes of the prior paragraph shall equal the amount determined in the following clause (1), (2), (3), (4) or (5), whichever is applicable, as follows: (1) the price per Unit offered to holders of Units in any merger or consolidation, (2) the per Unit Fair Market Value of the Units immediately before the Change of Control without regard to assets sold in the Change of Control and assuming the consideration is paid for the assets in the case of a sale of the assets, (3) the amount distributed per Unit in a dissolution transaction, (4) the price per Unit offered to holders of Units in any tender offer or exchange offer whereby a Change of Control takes place, or (5) if such Change of Control occurs other than pursuant to a transaction described in clauses (1), (2), (3), or (4) of this paragraph, the Fair Market Value per Unit that may otherwise be obtained with respect to such Options or to which such Options track, as determined by the Committee as of the date determined by the Committee to be the date of cancellation and surrender of such Options. In the event that the consideration offered to unitholders of the Company in any transaction described in this Section 6(c)(vii)(B) consists of anything other than cash, the Committee shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash and such determination shall be binding on all affected Participants to the extent applicable to Awards held by such Participants.

(C) In the event of a Change of Control or changes in the outstanding Units by reason of a recapitalization, reorganization, merger, consolidation, combination, exchange or other relevant change in capitalization occurring after the date of the grant of any Award and except as otherwise provided for by this Section 6(c)(vii) or in an Award Agreement, any outstanding Awards and any Award Agreements evidencing such Awards shall be subject to adjustment by the

Committee at its discretion, which adjustment may, in the Committee's discretion, be described in the Award Agreement and may include, but not be limited to, adjustments as to the number and, if applicable, price of Units or other consideration subject to such Awards, accelerated vesting (in full or in part) of such Awards, conversion of such Awards into awards denominated in the securities or other interests of any successor Person, or the cash settlement of such Awards in exchange for the cancellation thereof; provided however, if such Awards are unvested, they may be canceled without consideration. In the event of any such change in the outstanding Units, the aggregate number of Units available under this Plan may be appropriately adjusted by the Committee, whose determination shall be conclusive.

Notwithstanding the foregoing, payment of any Award subject to Section 409A shall not be accelerated upon a Change of Control unless such Change of Control qualifies as a "change in control event" within the meaning of Treas. Reg. Section 1.409A-3(i)(5).

Section 7. Amendment and Termination.

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan:

(a) Amendments to the Plan. Except as required by the rules of the principal securities exchange on which the Units are traded and subject to Section 7(b) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner, including increasing the number of Units available for Awards under the Plan, without the

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consent of any unitholder, Participant, other holder or beneficiary of an Award, or other Person.

(b) Amendments to Awards. Subject to Section 7(a), the Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted, provided no change, other than pursuant to Section 7(c), in any Award shall materially reduce the benefit to a Participant without the consent of such Participant.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee is hereby authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(c) of the Plan) affecting the Partnership or the financial statements of the Partnership, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

Section 8. General Provisions.

(a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Withholding. The Company or any Affiliate is authorized to withhold from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Units, other securities, Units that would otherwise be issued pursuant to such Award or other property) of any applicable taxes payable in respect of the grant of an Award, its exercise, the lapse of restrictions thereon, or any payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the Company or Affiliate to satisfy its withholding obligations for the payment of such taxes.

(c) Additional Conditions. Notwithstanding anything in the Plan to the contrary: (i) the Company may, if it shall determine it necessary or desirable for any reason, at the time of grant of any Award or the issuance of any Units pursuant to any Award, require the recipient of the Award or such Units, as a condition to the receipt thereof, to deliver to the Company a written representation of present intention to acquire the Award or such Units for his or her own account for investment and not for distribution; (ii) the certificate for Units issued to a Participant may include any legend which the Committee deems appropriate to reflect any restrictions on transfer, and (iii) all certificates for Units delivered under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the SEC, any stock exchange upon which the Units are then quoted, any applicable federal or state securities law, and any applicable corporate law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(d) Non-Competition Agreement. Each Participant to whom an Award is granted under this Plan may be required to agree in writing as a condition to the granting of such Award

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not to engage in conduct in competition with the Company for a period after the termination of such Participant's employment or service with the Company as determined by the Committee (a "Non-Competition Agreement"); provided, however, to the extent a legally binding right to an Award within the meaning of Section 409A of the Code is created with respect to a Participant, the Non-Competition Agreement must be entered into by such Participant within 30 days following the creation of such legally binding right.

(e) No Right to Employment or Service. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ or service of the Company or any Affiliate or to remain on the Board, as applicable. Further, the Company or an Affiliate may at any time dismiss a Participant from employment or service, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(f) Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

(g) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or award and the remainder of the Plan and any such Award shall remain in full force and effect.

(h) Other Laws. The Committee may refuse to issue or transfer any Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Partnership or an Affiliate to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(i) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any participating Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any participating Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any

participating Affiliate.

(j) No Fractional Units. No fractional Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

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(k) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(l) Facility of Payment. Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable to properly manage his financial affairs, may be paid to the legal representative of such person, or may be applied for the benefit of such person in any manner which the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.

(m) Gender and Number. Words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.

(n) Section 409A. All Awards under this Plan are intended either to be exempt from, or to comply with the requirements of Section 409A, and this Plan and all Awards shall be interpreted and operated in a manner consistent with that intention. Notwithstanding anything in this Plan to the contrary, if any Plan provision or Award under this Plan would result in the imposition of an applicable tax under Section 409A, that Plan provision or Award shall be reformed to avoid imposition of the applicable tax and no such action shall be deemed to adversely affect the Participant's rights to an Award.

Section 9. Term of the Plan.

This amendment and restatement of the Plan shall be effective as of the Effective Date and shall continue until the date 10 years following the date (May 9, 2013) of the Plan's last approval by unitholders of the Partnership, the date terminated by the Board or the date Units are no longer available for grants of Awards under the Plan, whichever occurs first. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

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