

**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 20, 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))

Item 1.01. Entry into a Material Definitive Agreement.

On March 20, 2014, EnLink Midstream Partners, LP (the "Partnership") entered into an underwriting agreement (the "Underwriting Agreement") with GSO Crosstex Holdings LLC ("GSO") and certain of its affiliates (together with GSO, the "Selling Unitholders") and Citigroup Global Markets Inc. (the "Underwriter") with respect to the sale in an underwritten public offering by the Selling Unitholders of 17,997,296 common units representing limited partner interests of the Partnership ("Common Units") for a price of \$30.21 per Common Unit (the "Public Offering").

The offer and sale of the Common Units were registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a shelf registration statement on Form S-3 (File No. 333-194465) (the "Registration Statement"), which became effective automatically upon filing with the Securities and Exchange Commission on March 10, 2014, as supplemented by the Partnership's prospectus supplement thereto dated March 20, 2014. The closing of the Public Offering is expected to occur on March 26, 2014, subject to customary closing conditions. The Partnership will not receive any proceeds from the sale of the Common Units by the Selling Unitholders in the Public Offering.

In the Underwriting Agreement, the Partnership and the Selling Unitholders agreed to indemnify the Underwriter against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Underwriter may be required to make because of any of those liabilities.

The foregoing description is qualified in its entirety by reference to the text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K (this "Current Report") and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On March 20, 2014, the Partnership issued a press release announcing the commencement of the Public Offering. On March 21, 2014, the Partnership issued a press release announcing the pricing of the Common Units to be issued and sold pursuant to the Public Offering. Copies of the press releases are furnished as Exhibits 99.1 and 99.2 to this Current Report.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and in Exhibits 99.1 and 99.2 is deemed to be furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Item 8.01. Other Events.

In connection with the Public Offering, the Partnership is filing the opinions of Baker Botts L.L.P. as part of this Current Report that are to be incorporated by reference into the

Registration Statement. The opinions of Baker Botts L.L.P. are filed herewith as Exhibits 5.1 and 8.1 to this Current Report and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

In accordance with General Instruction B.2 of Form 8-K, the information set forth in Exhibits 99.1 and 99.2 is deemed to be furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act.

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
1.1	— Underwriting Agreement, dated as of March 20, 2014, by and among the Partnership, GSO Crosstex Holdings LLC, GSO Special Situations Fund LP, GSO Special Situations Overseas Master Fund Ltd. and Citigroup Global Markets Inc.
5.1	— Opinion of Baker Botts L.L.P.
8.1	— Opinion of Baker Botts L.L.P. as to certain tax matters.
23.1	— Consent of Baker Botts L.L.P. (included in Exhibit 5.1).
23.2	— Consent of Baker Botts L.L.P. (included in Exhibit 8.1).
99.1	— Press release dated March 20, 2014.
99.2	— Press release dated March 21, 2014.

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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 25, 2014

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

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INDEX TO EXHIBITS

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EnLink Midstream Partners, LP

17,997,296 Common Units

UNDERWRITING AGREEMENT

March 20, 2014

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

GSO Crosstex Holdings LLC, a Delaware limited liability company (“**GSO Crosstex**”), GSO Special Situations Fund LP, a Delaware limited partnership (“**GSO SSF**”), and GSO Special Situations Overseas Master Fund Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (“**GSO SSOMF**”) and, together with GSO Crosstex and GSO SSF, the “**Selling Unitholders**” and each a “**Selling Unitholder**”), propose, severally and not jointly, to sell to Citigroup Global Markets Inc. (the “**Underwriter**”) an aggregate of 17,997,296 common units (the “**Units**”) representing limited partnership interests (the “**Common Units**”) in EnLink Midstream Partners, LP, a Delaware limited partnership (the “**Partnership**”), with each Selling Unitholder selling the amount set forth opposite such Selling Unitholder’s name on Schedule 1 attached to this agreement (this “**Agreement**”).

The subsidiaries listed on Schedule 2 hereto are collectively referred to herein as the “**Significant Subsidiaries**.” The Partnership, EnLink Midstream GP, LLC, the general partner of the Partnership (the “**General Partner**”) and the Significant Subsidiaries are collectively referred to herein as the “**Partnership Entities**.”

This is to confirm the agreement among the Partnership, the Selling Unitholders and the Underwriter concerning the purchase of the Units from the Selling Unitholders by the Underwriter.

1. (i) *Representations, Warranties and Agreements of the Partnership*. The Partnership represents, warrants and agrees with each of the Underwriter that:

(a) A registration statement on Form S-3 (File No. 333-194465) with respect to the Units has (i) been prepared by the Partnership in conformity with the requirements of the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations (the “**Rules and Regulations**”) of the Securities and Exchange Commission (the “**Commission**”) thereunder; (ii) been filed with the Commission under the Securities Act; and (iii) become effective under the Securities Act. As used in this Agreement:

(i) “**Applicable Time**” means 5:20 p.m. (Eastern time) on the date of this Agreement;

(ii) “**Basic Prospectus**” shall mean the base prospectus filed as part of the Registration Statement, in the form in which it has most recently been filed with the Commission on or prior to the date of this Agreement;

(iii) “**Effective Date**” means any date as of which any part of the Registration Statement became, or is deemed to have become, effective under the Securities Act in accordance with the Rules and Regulations;

(iv) “**Preliminary Prospectus**” shall mean any preliminary prospectus (including any preliminary prospectus supplement relating to the Units) filed with the Commission by the Partnership pursuant to Rule 424(b) under the Securities Act; and any reference to “**most recent Preliminary Prospectus**” shall be deemed to refer to the latest Preliminary Prospectus included in the Registration Statement or filed pursuant to Rule 424(b) of the Rules and Regulations on or prior to the date of this Agreement;

(v) “**Pricing Disclosure Package**” means, as of the Applicable Time, the most recent Preliminary Prospectus, together with (A) any Issuer Free Writing Prospectus filed with the Commission by the Partnership on or before the Applicable Time and identified on Schedule 3 hereto and (B) the pricing information identified on Schedule 3 hereto; and

(vi) “**Prospectus**” means the form of the final prospectus, as first filed with the Commission by the Partnership pursuant to Rule 424(b) of the Rules and Regulations; and

(vii) “**Registration Statement**” means the registration statement on Form S-3 referred to above, including all exhibits, financial statements and any documents incorporated by reference therein at such time and any prospectus supplement relating to the Units filed with the Commission by the Partnership pursuant to Rule 424(b) of the Rules and Regulations and deemed to be a part of the registration statement pursuant to Rule 430B of the Rules and Regulations, each as amended at the latest Effective Date.

Reference made herein to any Basic Prospectus, any Preliminary Prospectus or to the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the date of such prospectus; any reference to any amendment or supplement to the Basic Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the Registration Statement, any prospectus supplement relating to the Units filed with the Commission by the Partnership pursuant to Rule 424(b) under the Securities Act and any documents filed under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and incorporated therein, in each case after the date of the Basic Prospectus, any Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration

Statement shall be deemed to include any annual report of the Partnership filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration Statement and any “issuer free writing prospectus” as defined in Rule 433 under the Securities Act relating to the Units is hereinafter called an “**Issuer Free Writing Prospectus**.” The Commission has not issued any order suspending the effectiveness of the Registration Statement or any part thereof, and no proceeding for such purpose has been instituted or, to the knowledge of the Partnership, threatened by the Commission.

(b) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission,

and any Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Securities Act and the Rules and Regulations, and did 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, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the information furnished in writing to the Partnership by the Underwriter expressly for use therein, which information is specified in Section 9(f) of this Agreement.

(c) The Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule 3 hereto does not conflict with the information contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to statements or omissions made in an Issuer Free Writing Prospectus or a Pricing Disclosure Package in reliance upon and in conformity with the information furnished in writing to the Partnership by the Underwriter expressly for use therein, which information is specified in Section 9(f) of this Agreement.

(d) The Registration Statement conformed in all material respects at each Effective Date, conforms in all material respects on the date hereof and will conform in all material respects on the Delivery Date (as defined in Section 4), and any post-effective amendment to the Registration Statement filed after the date hereof will conform in all material respects on the applicable effective date, as of the Delivery Date (as defined in Section 4), as the case may be, to the requirements of the Securities Act and the Rules and Regulations. The Prospectus will conform in all material respects when filed with the Commission pursuant to Rule 424(b) and on the Delivery Date to the requirements of the Securities Act and the Rules and Regulations. The Registration

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Statement, at each Effective Date, and the Prospectus, as of its date and on the Delivery Date, did not 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 (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading; *provided*, that no representation or warranty is made as to information contained in or omitted from the Registration Statement or the Prospectus in reliance upon and in conformity with the information furnished in writing to the Partnership by the Underwriter expressly for use therein, which information is specified in Section 9(f) of this Agreement. The conditions for use of Form S-3, as set forth in the General Instructions thereto, have been satisfied.

(e) The documents incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, when they became effective or when filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Registration Statement and the Prospectus, when filed with Commission and on the Delivery Date, will conform in all material respects to the requirements of the Securities Act and the Exchange Act, as applicable, and the Rules and Regulations of the Commission thereunder 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 no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except for any Issuer Free Writing Prospectus set forth on Schedule 3 hereto.

(f) Each of the Partnership Entities has been duly organized or formed and is validly existing as a limited partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction set forth opposite its name in Schedule 4 attached hereto with full power and authority to own or lease its properties and to conduct its business in all material respects, in each case as described in the Pricing Disclosure Package and the Prospectus. Each of the Partnership Entities is duly registered or qualified to do business as a foreign limited liability company or limited partnership, as the case may be, for the transaction of business under the laws of each jurisdiction in which the character of the business conducted by it or the nature or location of the properties owned or leased by it makes such registration or qualification necessary, except where the failure to register or qualify would not have a material adverse effect on the business, prospects, financial condition or results of operations of the Partnership Entities, taken as a whole ("**Material Adverse Effect**").

(g) The General Partner has all necessary limited liability company power and authority to act as general partner of the Partnership. EnLink Midstream Operating GP, LLC a Delaware limited liability company (the "**Operating GP**"), has all necessary

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limited liability company power and authority to act as general partner of EnLink Midstream Operating, LP, a Delaware limited partnership (the "**Operating Partnership**").

(h) The General Partner is the sole general partner of the Partnership. As of the date hereof, the General Partner has a 0.7% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership (as amended to date, the "**Partnership Agreement**"); and the General Partner owns its general partner interest free and clear of all liens, encumbrances, security interests or claims (collectively, "**Liens**") (except restrictions on transferability contained in Section 4.6 of the Partnership Agreement or as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus).

(i) As of the date hereof, the issued and outstanding limited partner interests of the Partnership consist of 109,004,020 Common Units, 120,542,441 Class B common units representing limited partner interests in the Partnership (the "**Class B Units**") and the incentive distribution rights, as defined in the Partnership Agreement (the "**Incentive Distribution Rights**"). All outstanding Common Units, Class B Units and Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**").

(j) As of the date hereof, (i) Crosstex Energy, Inc. (to be renamed EnLink Midstream, Inc.), a Delaware corporation ("**EMI**"), owns 16,414,830 Common Units (the "**EMI Units**"), (ii) Devon Energy Corporation, a Delaware corporation, owns, directly or indirectly, 120,542,441 Class B Units and (iii) the General Partner owns all of the Incentive Distribution Rights. EMI owns the EMI Units and the General Partner owns the Incentive Distribution Rights, in each case, free and clear of all Liens, except (A) with respect to the Incentive Distribution Rights, restrictions on transferability contained in Section 4.7 of the Partnership Agreement and as described in the Registration Statement and Prospectus and (B) Liens arising under the Credit Agreement, dated as of March 7, 2014 (the "**ENLC Credit Agreement**"), among EnLink Midstream, LLC, a Delaware limited liability company ("**ENLC**"), Bank of America, N.A. and certain other parties.

(k) The Units to be sold by the Selling Unitholders and the limited partner interests represented thereby have been duly authorized by the Partnership and are validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act and as described in the Pricing Disclosure Package and Prospectus under the caption "Description of the Common Units—Limited Liability").

(l) All of the issued and outstanding equity interests of each Significant Subsidiary (other than EnLink Midstream Holdings, LP, a Delaware limited partnership (“**EnLink Midstream Holdings**”), and Acacia Natural Gas L.L.C., a Delaware limited liability company, EnLink Midstream Services, LLC, a Texas limited liability company, and SWG Pipeline, L.L.C., a Texas limited liability company, each of which are wholly-owned subsidiaries of EnLink Midstream Holdings (collectively with EnLink Midstream Holdings, the “**Midstream Holdings Entities**”)) (i) have been duly authorized and validly issued in accordance with the limited partnership agreement or limited liability company agreement (collectively, the “**Operative Agreements**”) and the certificate of limited partnership, formation or conversion, or other similar organizational document (in each case as in effect on the date hereof and as the same may be amended or restated on or prior to the Delivery Date) (collectively with the Operative Agreements, the “**Organizational Documents**”), as applicable, of such Significant Subsidiary, are fully paid (in the case of an interest in a limited partnership or limited liability company, to the extent required under the Organizational Documents of such Significant Subsidiary) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act, Sections 18-303, 18-607 and 18-804 of the Delaware Limited Liability Company Act (the “**Delaware LLC Act**”) or Sections 153.102, 153.202 and 153.210 of the Texas Business Organizations Code (the “**TBOC**”), as applicable), and (ii) are owned, directly or indirectly, by the Partnership, free and clear of all Liens, except restrictions on transferability as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or as otherwise contained in the Organizational Documents.

(m) The Partnership owns 100% of the issued and outstanding membership interests in the Operating GP.

(n) The Partnership is the sole limited partner of the Operating Partnership with a 99.999% limited partner interest in the Operating Partnership and the Operating GP is the sole general partner of the Operating Partnership with a 0.001% general partner interest in the Operating Partnership.

(o) The Operating Partnership owns 100% of the issued and outstanding membership interests in EnLink Midstream Holdings GP, LLC, a Delaware limited liability company (“**EnLink Midstream Holdings GP**”). EnLink Midstream Holdings GP is the sole general partner of EnLink Midstream Holdings.

(p) The Operating Partnership owns a 50% limited partner interest in EnLink Midstream Holdings; such partner interest (i) has been duly authorized and validly issued in accordance with the Organizational Documents of EnLink Midstream Holdings, (ii) is fully paid (to the extent required under the Organizational Documents of EnLink Midstream Holdings) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act) and (iii) is owned directly by the Operating Partnership, free and clear of all Liens, except (A) restrictions on transferability as described in the Pricing Disclosure Package and the Prospectus or

(B) as otherwise contained in the Organizational Documents of the Operating Partnership.

(q) ENLC indirectly owns 100% of the issued and outstanding membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the Second Amended and Restated Limited Liability Company Agreement of the General Partner (as amended, the “**GP LLC Agreement**”) and are fully paid (to the extent required under the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act); and ENLC indirectly owns its membership interests free and clear of all Liens (except (i) restrictions on transferability as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (ii) those arising under the ENLC Credit Agreement or (iii) as otherwise contained in the Organizational Documents of the General Partner).

(r) As of the date hereof, the Partnership has no direct or indirect subsidiaries other than the Significant Subsidiaries that would be deemed a “significant subsidiary” as such term is defined in Rule 405 of the Rules and Regulations.

(s) At the Delivery Date, all partnership and limited liability company action, as the case may be, required to be taken by the General Partner, the Partnership or any of their members or partners for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall have been validly taken. This Agreement has been duly and validly authorized, executed and delivered by the Partnership.

(t) The Operative Agreements of the Partnership and the General Partner, as applicable, have been duly authorized, executed and delivered by the parties thereto, and are valid and legally binding agreements of such parties, enforceable against such parties in accordance with their terms; *provided*, that, with respect to such agreements, the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(u) None of the execution, delivery and performance of this Agreement by the Partnership (i) conflicts or will conflict with or constitutes or will constitute a violation of the Organizational Documents of any of the Partnership Entities, (ii) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Partnership Entities is a party or by which any of them or any of their respective properties may be bound, (iii) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or

governmental agency or body directed to any of the Partnership Entities or any of their properties in a proceeding to which any of them or their property is a party or (iv) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Partnership Entities, which conflicts, breaches, violations, defaults or Liens, in the case of clauses (ii), (iii) or (iv), would, individually or in the aggregate, have a Material Adverse Effect or could materially impair the ability of the Partnership to perform its obligations under this Agreement.

(v) No permit, consent, approval, authorization, order, registration, filing or qualification (“**consent**”) of or with any court, governmental agency or body having jurisdiction over the Partnership Entities or any of their respective properties is required in connection with the execution, delivery and performance of this Agreement by the Partnership or the consummation by the Partnership of the transactions contemplated by this Agreement, except (i) for such consents required under the Securities Act, the Exchange Act and state securities or “Blue Sky” laws, (ii) for such consents required under the rules and regulations of the Financial Industry Regulatory Authority (“**FINRA**”), (iii) for such consents that have been, or prior to the Delivery Date will be, obtained, or (iv) as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(w) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or, in the case of transfer restrictions, as set forth in the Organizational Documents, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of,

any partnership or membership interests of any of the Partnership Entities, in each case, pursuant to the Organizational Documents of the Partnership Entities, or any other agreement or instrument to which the Partnership is a party or by which it may be bound. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Units or other securities of the Partnership other than as have been waived. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding options or warrants to purchase any partnership or membership interests in any of the Partnership Entities.

(x) None of the Partnership Entities has sustained since the date of the latest audited financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, subsequent to the respective dates as of which such information is given in the Registration Statement, the Pricing Disclosure Package and the Prospectus (or any amendment or supplement thereto), (i) none of the Partnership Entities has incurred any liability or obligation, indirect, direct or contingent, or entered into any transactions, not in the ordinary course

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of business, that, singly or in the aggregate, is material to the Partnership Entities, (ii) there has not been any material change in the capitalization or material increase in the short-term debt or long-term debt of the Partnership Entities and (iii) there has not been any material adverse change, or any development involving or which may reasonably be expected to involve, singly or in the aggregate, a prospective material adverse change in or affecting the general affairs, business, prospects, properties, management, condition (financial or otherwise), partners' capital, members' equity, net worth or results of operations of the Partnership Entities.

(y) The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act and present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby at the dates and for the periods indicated and have been prepared in conformity with accounting principles generally accepted in the United States applied on a consistent basis throughout the periods involved, except to the extent described therein. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not included or incorporated by reference as required. The Partnership Entities do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all disclosures contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the Rules and Regulations) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K under the Securities Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents in all material respects the information contained therein and has been prepared in accordance with the Commission's rules and guidelines applicable thereto in all material respects.

(z) KPMG LLP, who have certified certain financial statements of EnLink Midstream Holdings, LP Predecessor and the Partnership and its consolidated subsidiaries, and have audited the effectiveness of the Partnership's internal control over financial reporting and expressed an unqualified opinion on management's assessment thereof, whose reports appear in the Prospectus or are incorporated by reference therein and who have delivered the initial letters referred to in Section 8(h) hereof, are independent public accountants as required by the Securities Act and the Rules and Regulations.

(aa) The pro forma financial statements included in the Preliminary Prospectus, the Prospectus and the Registration Statement present fairly the information contained therein, have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial statements and have been properly presented on the

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bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The pro forma financial statements included in the Registration Statement, the Preliminary Prospectus and the Prospectus comply as to form in all material respects with the applicable accounting requirements of Regulation S-X under the Securities Act and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements.

(bb) The Significant Subsidiaries have good and indefeasible title to all real property and good title to all personal property described in the Registration Statement, Pricing Disclosure Package and the Prospectus as owned by the Significant Subsidiaries, free and clear of all Liens, except (i) as described, and subject to limitations contained, in the Registration Statement, the Pricing Disclosure Package and Prospectus or (ii) such as do not materially interfere with the use of such properties taken as a whole as they have been used in the past and are proposed to be used in the future as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(cc) The Partnership Entities maintain insurance covering the properties, operations, personnel and businesses of the Partnership Entities against such losses and risks as are reasonably adequate to protect them and their businesses in a manner consistent with other businesses similarly situated. None of the Partnership Entities has received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures will have to be made in order to continue such insurance. All such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force on the Delivery Date.

(dd) Except as described in the Pricing Disclosure Package and the Prospectus, there is (i) no action, suit or proceeding before or by any federal or state court, commission, arbitrator or governmental or regulatory agency, body or official, domestic or foreign, now pending or, to the knowledge of the Partnership, threatened, to which any of the Partnership Entities is or may be a party or to which the business or property of any of the Partnership Entities is or may be subject, (ii) no statute, rule, regulation or order that has been enacted, adopted or issued by any governmental agency or that has been formally proposed by any governmental agency and (iii) no injunction, restraining order or order of any nature issued by a federal or state court or foreign court of competent jurisdiction to which any of the Partnership Entities is or may be subject, that, in the case of clauses (i), (ii) and (iii) above, is reasonably likely to (A) individually or in the aggregate have a Material Adverse Effect, (B) prevent or result in the suspension of the offering and issuance of the Units, or (C) in any manner draw into question the validity of this Agreement.

(ee) There are no legal or governmental proceedings pending or, to the knowledge of the Partnership, threatened, against any of the Partnership Entities, or to which any of the Partnership Entities is a party, or to which any of their respective properties is subject, that are required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus but are not described as required, and there

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are no agreements, contracts, indentures, leases or other instruments that are required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required by the Securities Act.

(ff) No labor disturbance by the employees of the Partnership Entities exists or, to the knowledge of the Partnership, is threatened or imminent.

(gg) Each of the Partnership Entities has filed (or has obtained extensions with respect to) all material federal, state and foreign income and franchise tax returns required to be filed through the date hereof, which returns are complete and correct in all material respects, and has timely paid all taxes shown to be due, if any, pursuant to such returns, other than those (i) which are being contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles or (ii) which, if not paid, would not have a Material Adverse Effect.

(hh) None of the Partnership Entities is (i) in violation of its Organizational Documents, (ii) in violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over it or (iii) in breach, default (or an event which, with notice or lapse of time or both, would constitute such a default) or violation in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation in the case of clause (ii) or (iii) would, if continued, have a Material Adverse Effect or could materially impair the ability of the Partnership to perform its obligations under this Agreement. To the knowledge of the Partnership, no third party to any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the Partnership Entities is a party or by which any of them is bound or to which any of their properties is subject, is in default under any such agreement, which breach, default or violation would, if continued, have a Material Adverse Effect.

(ii) None of the Partnership Entities is now, and after giving effect to the sale of the Units to be sold hereunder and application of the net proceeds from such sale as described in the Pricing Disclosure Package and the Prospectus under the caption "Use of Proceeds" none of the Partnership Entities will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(jj) Each of the Partnership Entities (i) makes and keeps accurate books and records and (ii) maintains and has maintained effective internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act and a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with accounting principles generally accepted in the United States and to

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maintain asset accountability, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (E) interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents in all material respects the information contained therein and has been prepared in accordance with the Commission's rules and guidelines applicable thereto in all material respects.

(kk) (i) The Partnership has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Partnership in the reports it files or submits under the Exchange Act is accumulated and communicated to management of the General Partner, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

(ll) Since the date of the most recent balance sheet of the Partnership and its consolidated subsidiaries reviewed or audited by KPMG LLP and the audit committee of the board of directors of the General Partner, (i) the Partnership has not been advised of (A) any significant deficiencies in the design or operation of internal controls that could adversely affect the ability of the Partnership and each of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal controls and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Partnership and each of its subsidiaries, and (ii) there have been no changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(mm) None of the Partnership Entities, nor, to the knowledge of the Partnership, any director, officer, agent, employee or affiliate of any Partnership Entity (in their capacity as directors, officers, agents, employees or affiliates) has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(nn) The operations of the Partnership Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the Rules and Regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Money**

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Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any of the Partnership Entities with respect to the Money Laundering Laws is pending or, to the best knowledge of the Partnership, threatened.

(oo) Neither the Partnership Entities, nor, to the knowledge of the Partnership, any director, officer, agent, employee or affiliate of the Partnership Entities is currently subject to any sanctions imposed by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department.

(pp) The General Partner's officers and directors are in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations of the Commission promulgated thereunder.

(qq) None of the Partnership Entities has distributed and, prior to the later to occur of (i) the Delivery Date and (ii) completion of the distribution of the Units, will not distribute, any prospectus (as defined under the Securities Act) in connection with the offering and sale of the Units other than the Registration Statement, any Preliminary Prospectus, the Prospectus or other materials, if any, permitted by the Securities Act, including Rule 134 of the Rules and Regulations.

(rr) None of the Partnership Entities (i) has taken, and none of such persons shall take, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Common Units to facilitate the sale or resale of the Common Units in violation of any law, rule or regulation or (ii) since the initial filing of the Registration Statement, except as contemplated by this Agreement, (A) has sold, bid for, purchased or paid anyone any compensation for soliciting purchases of the Units or (B) has paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Partnership to facilitate the sale or resale of the Units in violation of any law, rule or regulation.

(ss) Except (i) with respect to the Midstream Holdings Entities and (ii) as described in the Pricing Disclosure Package and the Prospectus, no Significant Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Partnership, from making any other distribution on such Significant Subsidiary's capital stock, from repaying to the Partnership any loans or advances to such Significant Subsidiary from the Partnership or from transferring any of such Significant Subsidiary's property or assets to the Partnership or any other Significant Subsidiary.

(tt) Each of the Partnership Entities has, or at the Delivery Date will have, such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities ("permits") as are necessary to own its properties and to conduct its business in the manner described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, subject to such qualifications as may be set forth in the Registration Statement, the Pricing Disclosure Package and the

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Prospectus, and except for such permits that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect; each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such permits which are due to have been fulfilled and performed by such date in the manner described, and subject to the limitations contained, in the Pricing Disclosure Package and the Prospectus and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any impairment of the rights of the holder of any such permit, except for such revocations, terminations and impairments that would not, individually or in the aggregate, have a Material Adverse Effect.

(uu) Each of the Partnership Entities has such consents, easements, rights-of-way, permits or licenses from each person (collectively, "rights-of-way") as are necessary to conduct its business in the manner described, and subject to the limitations contained, in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except for (i) qualifications, reservations and encumbrances that would not have a Material Adverse Effect and (ii) such rights-of-way that, if not obtained, would not have, individually or in the aggregate, a Material Adverse Effect; other than as set forth, and subject to the limitations contained, in the Registration Statement, the Pricing Disclosure Package and the Prospectus, each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such rights-of-way and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such rights-of-way, except for such revocations, terminations and impairments that would not have a Material Adverse Effect; and, except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, none of such rights-of-way contains any restriction that is materially burdensome to the Partnership Entities, taken as a whole.

(vv) The Partnership Entities (i) are in compliance with any and all applicable federal, state and local laws and regulations relating to the protection of human health and safety and the environment or imposing liability or standards of conduct concerning any Hazardous Material (as hereinafter defined) ("Environmental Laws"), (ii) have received all permits required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permit and (iv) do not have any liability in connection with the release into the environment of any Hazardous Materials, except where such noncompliance with Environmental Laws, failure to receive required permits, failure to comply with the terms and conditions of such permits or liability in connection with such releases would not, individually or in the aggregate, have a Material Adverse Effect. The term "Hazardous Material" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other Environmental Law.

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(ww) Except as otherwise disclosed in the Registration Statement, Pricing Disclosure Package and the Prospectus, the Partnership Entities and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974 (as amended, "ERISA," which term, as used herein, includes the regulations and published interpretations thereunder)) established or maintained by the Partnership Entities or their ERISA Affiliates (as defined below) are in compliance in all material respects with ERISA, and, if applicable, the qualification requirements under Section 401 of the Internal Revenue Code of 1986 (as amended, the "Code," which term, as used herein, includes the regulations and published interpretations thereunder), except where the failure to comply would not have a Material Adverse Effect. "ERISA Affiliate" means, with respect to the Partnership Entities, any member of any group of organizations described in Section 414(b), (c), (m) or (o) of the Code with which the Partnership Entities is treated as a single employer. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained as of the date hereof by the Partnership Entities or any of their ERISA Affiliates, except for any such occurrence as would not have a Material Adverse Effect. No "employee benefit plan" established or maintained as of the date hereof by the Partnership Entities or any of their ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA) except for such liabilities as would not have a Material Adverse Effect. With respect to any "employee benefit plan" established, maintained or contributed to as of the date hereof by the Partnership Entities or any of their ERISA Affiliates, neither the Partnership Entities, nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any such "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code except for such liability as would not have a Material Adverse Effect.

Any certificate signed by any officer of the General Partner and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Units shall be deemed a representation and warranty by the Partnership, as to matters covered thereby, to the Underwriter.

(ii) Representations, Warranties and Agreements of the Selling Unitholders. Each of the Selling Unitholders, solely with respect to itself, represents, warrants and agrees with the Underwriter that:

(a) This Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Unitholder.

(b) None of the offering and sale by such Selling Unitholder of the Units, the execution, delivery and performance of this Agreement by such Selling Unitholder, or the consummation of the transactions contemplated hereby (i) conflicts or will conflict with or constitutes or will constitute a violation of the Organizational Documents of such Selling Unitholder, (ii) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or

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both, would constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Unitholder is a party or by which it or any of its properties may be bound, or (iii) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or governmental agency or body directed to such Selling Unitholder, except, in the case of clauses (ii) and (iii) above, which violation, breach or default would not, individually or in the aggregate, reasonably be expected to materially impair the ability of such Selling Unitholder to consummate the transactions contemplated by this Agreement.

(c) No consent of or with any court, governmental agency or body having jurisdiction over such Selling Unitholder is required in connection with the offering and sale by such Selling Unitholder of the Units, the execution, delivery and performance of this Agreement by such Selling Unitholder or the consummation by such Selling Unitholder of the transactions contemplated by this Agreement, except (i) for such consents required under the Securities Act, the Exchange Act and state securities or “Blue Sky” laws, (ii) for such consents required under the rules and regulations of FINRA, (iii) for such consents that have been, or prior to the Delivery Date will be, obtained, (iv) as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and (v) any such consent as would not affect the validity of the Units to be sold by such Selling Unitholder or reasonably be expected to materially impair the ability of such Selling Unitholder to consummate the transactions contemplated by this Agreement.

(d) Each Selling Unitholder has, and on the Delivery Date will have, valid title to, or a valid “security entitlement” within the meaning of Section 8-102 of the New York Uniform Commercial Code (the “UCC”) in respect of, the Units to be sold by such Selling Unitholder free and clear of all security interests, claims, liens, equities or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver the Units to be sold by such Selling Unitholder or a security entitlement in respect of such Units.

(e) Upon payment for the Units to be sold by such Selling Unitholder pursuant to this Agreement, delivery of such Units, as directed by the Underwriter, to Cede & Co. (“Cede”) or such other nominee as may be designated by the Depository Trust Company (“DTC”), registration of such Units in the name of Cede or such other nominee and the crediting of such Units on the books of DTC to securities accounts of the Underwriter (assuming that neither DTC nor the Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the UCC to such Units), (A) the Underwriter will acquire a valid “security entitlement”, within the meaning of Section 8-102 of the UCC, in respect of such Units and (B) no action based on any “adverse claim”, within the meaning of Section 8-102 of the UCC, to such Units may be asserted against the Underwriter with respect to such security entitlement; for purposes of this representation, each Selling Unitholder may assume that when such payment, delivery and crediting occur, (x) such Units will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Partnership’s unit registry in accordance with its certificate of limited partnership, the Partnership Agreement and

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applicable law, (y) DTC will be registered as a “clearing corporation” within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the accounts of the Underwriter on the records of DTC will have been made pursuant to the UCC.

(f) Such Selling Unitholder is not prompted by any information concerning the Partnership or its subsidiaries which is not set forth in the Pricing Disclosure Package to sell the Units pursuant to this Agreement.

(g) (i) The Registration Statement, at its most recent Effective Date, and the Prospectus, as of its date and on the Delivery Date, did not 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 (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading; and (ii) the Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that the representations and warranties of such Selling Unitholder set forth in this Section 1(ii)(f) are made only as to information furnished in writing by such Selling Unitholder to the Partnership specifically for inclusion in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package and the Prospectus or any amendment or supplement thereto, which information is limited to (A) the legal name, address and the number of Units owned by such Selling Unitholder and (B) the other information with respect to such Selling Unitholder (excluding percentages) which appear in the table (and corresponding footnotes) under the caption “Selling Unitholder” (with respect to each Selling Unitholder, the “**Selling Unitholder Information**”).

Any certificate signed by any authorized representative of a Selling Unitholder and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Units shall be deemed a representation and warranty by such Selling Unitholder, as to matters covered thereby, to the Underwriter.

2. Purchase of the Units by the Underwriter. On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, each Selling Unitholder agrees, severally and not jointly, to sell to the Underwriter the number of Units set forth opposite such Selling Unitholder’s name in Schedule 1 hereto, and the Underwriter agrees to purchase such number of Units. The price of the Units purchased by the Underwriter shall be \$30.21 per Common Unit.

None of the Selling Unitholders shall be obligated to deliver any of the Units, except upon payment for all such Units to be purchased on the Delivery Date as provided herein.

3. Offering of Units by the Underwriter. Upon authorization by the Underwriter of the release of the Units, the Underwriter proposes to offer the Units for sale upon the terms and conditions set forth in the Prospectus.

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4. Delivery of and Payment for the Units. Delivery of and payment for the Units shall be made at 10:00 A.M., New York City time, on the third full business day following the date of this Agreement or at such other date or place as shall be determined by agreement among the Underwriter, the Partnership and each Selling Unitholder. This date and time are sometimes referred to as the “**Delivery Date**.” Delivery of the Units shall be made to the Underwriter against payment by the Underwriter of the respective aggregate purchase prices of the Units being sold by such Selling Unitholder to or upon the order of such Selling Unitholder by wire transfer in immediately available funds to the accounts specified by such Selling Unitholder. Time shall be of the essence, and delivery at the time specified pursuant to this Agreement is a further condition of the obligation of the Underwriter hereunder. Delivery of the Units shall be made through the facilities of The Depository Trust Company unless the Underwriter shall otherwise instruct.

5. (i) Further Agreements of the Partnership. The Partnership agrees:

(a) To prepare the Prospectus in a form approved by the Underwriter and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission’s close of business on the second business day following the execution and delivery of this Agreement; to advise the Underwriter, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish the Underwriter with copies thereof; to file promptly all other material required to be filed by the Partnership with the Commission pursuant to Rule 433(d) under the Securities Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Partnership with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required in connection with the offering or sale of the Units; to advise the Underwriter, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Units, of the suspension of the qualification of the Units for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to use promptly its reasonable best efforts to obtain the withdrawal of such order;

(b) To furnish promptly to the Underwriter and to counsel for the Underwriter a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith;

(c) To deliver promptly to the Underwriter such number of the following documents as the Underwriter shall reasonably request: (i) conformed copies of the

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Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement and the computation of per unit earnings), (ii) any Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus, which in the case of the Prospectus, are to be delivered as soon as practicable after the date of this Agreement and (iii) any document incorporated by reference in the Prospectus (excluding exhibits thereto); and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is required at any time after the effective date of the Registration Statement in connection with the offering or sale of the Units and if at such time any events shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Securities Act) is delivered, not misleading, or, if for any other reason it shall be necessary to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, to notify the Underwriter and to file such document and to prepare and furnish without charge to the Underwriter and to any dealer in securities as many copies as the Underwriter may from time to time reasonably request of an amended or supplemented Prospectus that will correct such statement or omission or effect such compliance;

(d) If, during the period when a prospectus relating to any of the Units is required to be delivered under the Securities Act by the Underwriter or any dealer, (i) any event relating to or affecting the Partnership or of which the Partnership shall be advised in writing by the Underwriter shall occur as a result of which, in the opinion of the Partnership or the counsel for the Underwriter, the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it shall be necessary to amend or supplement the Registration Statement or the Prospectus to comply with the Securities Act, the Rules and Regulations, the Exchange Act or the rules and regulations under the Exchange Act, the Partnership will forthwith at its expense prepare and file with the Commission, and furnish to the Underwriter a reasonable number of copies of, such amendment or supplement or other filing that will correct such statement or omission or effect such compliance;

(e) The Partnership will not file any amendment or supplement to the Registration Statement, the Basic Prospectus (or any other prospectus relating to the Units filed pursuant to Rule 424(b) of the Rules and Regulations that differs from the Prospectus as filed pursuant to such Rule 424(b)), of which the Underwriter shall not previously have been advised or to which the Underwriter shall have reasonably objected in writing after being so advised unless the Partnership shall have determined based upon the advice of counsel that such amendment or supplement is required by law; and the Partnership will promptly notify you after it shall have received notice thereof of the time

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when any amendment to the Registration Statement becomes effective or when any supplement to the Prospectus has been filed;

(f) The Partnership will make generally available to its unitholders and to the Underwriter an earnings statement or statements of the Partnership and its subsidiaries which will satisfy, on a timely basis, the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act;

(g) Promptly from time to time to take such action as the Underwriter may reasonably request to qualify the Units for offering and sale under the securities laws of such jurisdictions as the Underwriter may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Units; *provided* that in connection therewith the Partnership shall not be required to (i) qualify as a foreign limited partnership in any jurisdiction in which it would not otherwise be required to so qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject; and

(ii) Further Agreements of the Selling Unitholders. Each of the Selling Unitholders, severally and not jointly, agrees:

(a) To deliver to the Underwriter (or its agent), prior to or at the Delivery Date, a properly completed and executed Internal Revenue Service (“IRS”) Form W-9 (or its equivalent) or an IRS Form W-8 (or its equivalent), as appropriate, together with all required attachments to such form;

(b) Not to take, directly or indirectly, any action designed to cause or result in, or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Common Units to facilitate the sale or resale of the Common Units in violation of any law, rule or regulation; and

(c) To advise the Underwriter promptly, and if requested by the Underwriter, to confirm such advice in writing, so long as delivery of a prospectus relating to the Units by an underwriter or dealer may be required under the Securities Act, of any change in any information relating to such Selling Unitholder which comes to the attention of such Selling Unitholder.

6. Additional Agreements.

(a) Each of the Partnership and each Selling Unitholder, severally and not jointly, represents and agrees that, without the prior consent of the Underwriter, it has not made and will not make any offer relating to the Units that would constitute a “free writing prospectus” as defined in Rule 405 under the Securities Act; the Underwriter represents and agrees that, without the prior consent of the Partnership, it has not made and will not make any offer relating to the Units that would constitute a free writing

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prospectus; any such free writing prospectus the use of which has been consented to by the Partnership and the Underwriter is listed on Schedule 3 hereto;

(b) The Partnership has complied and will comply with the requirements of Rule 433 under the Securities Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Partnership agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Disclosure Package or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then

prevailing, not misleading, the Partnership will give prompt notice thereof to the Underwriter and the Selling Unitholders and, if requested by the Underwriter, will prepare and furnish without charge to the Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission; *provided, however*, that this representation and warranty shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with the information furnished in writing to the Partnership by the Underwriter expressly for use therein, which is set forth in Section 9(f) herein.

7. **Expenses.** The Partnership agrees, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay all costs, expenses, fees and taxes incident to and in connection with (a) the preparation, printing and filing under the Securities Act of the Registration Statement and any amendments and exhibits thereto, the Basic Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus the Prospectus and any amendment or supplement thereto; (b) the distribution of the Registration Statement as originally filed and each amendment thereto and any post-effective amendments thereof (including, in each case, exhibits), the Basic Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus and any amendment or supplement to thereto or any document incorporated by reference therein, all as provided in this Agreement; (c) the printing and distribution of this Agreement and any other related documents in connection with the offering, purchase, sale and delivery of the Units; (d) the transfer agent; (e) any required review by the Financial Industry Regulatory Authority, Inc. of the terms of sale of the Units; (f) the inclusion of the Units on the New York Stock Exchange; (g) the qualification of the Units under the securities laws of the several jurisdictions as provided in Section 5(i)(g) and the preparation, printing and distribution of a Blue Sky Memorandum, if any (including related fees and expenses of counsel to the Underwriter); (h) the transportation and other expenses incurred by or on behalf of the Partnership's representatives in connection with presentations to prospective purchasers of the Units; and (i) all other costs and expenses incident to the performance of the obligations of the Partnership under this Agreement; *provided that*, except as provided in this Section 7 and in Section 11, the Underwriter shall pay its own costs and expenses, including the costs and expenses of its counsel, any transfer taxes on the Units which it may sell and the expenses of advertising any offering of the Units made by the Underwriter.

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8. **Conditions of Underwriter's Obligations.** The obligations of the Underwriter hereunder are subject to the accuracy, when made on the Delivery Date, of the respective representations and warranties of the Partnership and the Selling Unitholders contained herein, to the performance by the Partnership and the Selling Unitholders of their respective obligations hereunder, and to each of the following additional terms and conditions:

(a) The Prospectus shall have been timely filed with the Commission in accordance with Section 5(i)(a) of this Agreement; all material required to be filed by the Partnership pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time period prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding for such purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been complied with.

(b) The Underwriter shall not have discovered and disclosed to the Partnership on or prior to the Delivery Date that the Registration Statement or the Prospectus or any amendment or supplement thereto contains an untrue statement of a fact which, in the opinion of Latham & Watkins LLP, counsel for the Underwriter, is material or omits to state a fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All limited partnership and limited liability company proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Units, the Registration Statement, the Basic Prospectus and the Prospectus, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Underwriter, and the Partnership and the Selling Unitholders shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Baker Botts L.L.P. shall have furnished to the Underwriter its written opinion, as counsel to the Partnership, addressed to the Underwriter and dated as of the Delivery Date, in form and substance reasonably satisfactory to the Underwriter, substantially in the form attached hereto as Exhibit A.

(e) Each of Andrews Kurth LLP, Simpson Thacher & Bartlett LLP and local Cayman Islands counsel to the Selling Unitholders shall have furnished to the Underwriter its written opinion, as counsel to the Selling Unitholders, addressed to the Underwriter and dated as of the Delivery Date, in form and substance reasonably satisfactory to the Underwriter, substantially in the form attached hereto as Exhibit B-1, Exhibit B-2 and Exhibit B-3, respectively.

(f) The Underwriter shall have received from Latham & Watkins LLP, counsel for the Underwriter, such opinion or opinions, dated as of the Delivery Date, with respect to the sale of the Units, the Registration Statement, the Prospectus and other related matters as the Underwriter

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may reasonably require, and the Partnership and the Selling Unitholders shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(g) At the time of execution of this Agreement, the Underwriter shall have received from each of KPMG LLP (Dallas) and KPMG (Oklahoma) a letter, in form and substance satisfactory to the Underwriter, addressed to the Underwriter and dated the date hereof (i) confirming that they are independent registered public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than three days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(h) With respect to the letter of each of KPMG LLP (Dallas) and KPMG (Oklahoma) referred to in the preceding paragraph and delivered to the Underwriter concurrently with the execution of this Agreement (collectively, the "**KPMG initial letters**"), the Partnership shall have furnished to the Underwriter a letter (collectively, the "**KPMG bring-down letters**") of such accountants, addressed to the Underwriter and dated as of the Delivery Date (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the KPMG bring-down letters (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than three days prior to the date of the KPMG bring-down letters), the conclusions and findings of such firm with respect to the financial information and other matters covered by the KPMG initial letters and (iii) confirming in all material respects the conclusions and findings set forth in the KPMG initial letters.

(i) The Partnership shall have furnished to the Underwriter a certificate, dated as of the Delivery Date, of its Chief Executive Officer or its Chief Financial Officer stating that:

(i) the representations, warranties and agreements of the Partnership in Section 1 are true and correct on and as of the Delivery Date, and the Partnership has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Delivery Date;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued, and no proceedings for that purpose have been instituted

or, to the knowledge of such officer, threatened; and

(iii) such officer has carefully examined the Registration Statement and the Prospectus and (A) nothing has come to such officer's attention that would lead such officer to believe that the Registration Statement, as of the latest Effective Date, and the

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Prospectus, as of its date and as of the Delivery Date, contained or contains any untrue statement of a material fact and omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading, and (B) since the latest Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement or the Prospectus that has not been so set forth.

(j) The Selling Unitholders shall have furnished to the Underwriter a certificate or certificates, dated as of the Delivery Date, of an authorized representative of such Selling Unitholder, stating that the representations, warranties and agreements of such Selling Unitholder in Section 1(ii) are true and correct on and as of the Delivery Date, and such Selling Unitholder has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Delivery Date.

(k) Except as set forth in the Registration Statement and the Pricing Disclosure Package, (i) none of the Partnership Entities shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package exclusive of any amendment or supplement thereto after the date hereof, any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) since such date there shall not have been any change in the capitalization or long-term debt of any of the Partnership Entities or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, unitholders' equity, properties, management, business or prospects of the Partnership Entities taken as a whole, the effect of which, in any such case described in clause (i) or (ii), is, in the judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Units being delivered on the Delivery Date on the terms and in the manner contemplated in the Prospectus.

(l) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Partnership's debt securities by any "nationally recognized statistical rating organization," as that term is defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Partnership's debt securities.

(m) The Units shall have been listed and admitted and authorized for trading on the New York Stock Exchange.

(n) On or after the Applicable Time, there shall not have occurred any of the following: (i) trading in any securities of the Partnership shall have been suspended by the Commission or by the New York Stock Exchange, (ii) trading in securities generally on the New York Stock Exchange or the NASDAQ Global Select Market, shall have been suspended or materially limited or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority

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having jurisdiction, (iii) a banking moratorium shall have been declared by federal or state authorities, (iv) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States or (v) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the effect of international conditions on the financial markets in the United States shall be such), as to make it, in the judgment of the Underwriter, impracticable or inadvisable to proceed with the public offering or delivery of the Units being delivered on the Delivery Date on the terms and in the manner contemplated in the Prospectus.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriter.

9. Indemnification and Contribution.

(a) The Partnership shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter, affiliates of the Underwriter who have participated in the distribution of securities as underwriters, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Units), to which that Underwriter, director, officer, employee, agent, affiliate or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or in any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "road show" as defined in Rule 433(h) of the Securities Act or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act, 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 not misleading, and shall reimburse the Underwriter and each such director, officer, employee, agent, affiliate or controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Underwriter, director, officer, employee, agent, affiliate or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that the Partnership shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus, or in any such amendment or supplement thereto, any Issuer Free Writing Prospectus or any road show, in reliance upon and in conformity with the written information concerning such Underwriter furnished to the Partnership by or on behalf of the Underwriter specifically for inclusion therein, which information consists solely of the information specified in Section 9(f). The foregoing indemnity agreement is in addition to any liability which the Partnership may otherwise have to

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the Underwriter or to any director, officer, employee, agent, affiliate or controlling person of the Underwriter.

(b) Each Selling Unitholder, severally and not jointly, shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter, affiliates of the Underwriter who have participated in the distribution of securities as underwriters, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Units), to which the Underwriter, director, officer, employee, agent, affiliate or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, any untrue

statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or in any amendment or supplement thereto, any Issuer Free Writing Prospectus or any roadshow, 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 not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or any such amendment or supplement thereto, any Issuer Free Writing Prospectus or any road show, in reliance upon and in conformity with the Selling Unitholder Information furnished in writing to the Partnership by or on behalf of such Selling Unitholder, which information is limited to the Selling Unitholder Information described in Section 1(ii)(f), and shall reimburse the Underwriter and each such director, officer, employee, agent, affiliate or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Underwriter, director, officer, employee, agent, affiliate or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The liability of each Selling Unitholder under the indemnity agreement contained in this Section 9(b) shall be limited to an amount equal to the total gross proceeds, after deducting underwriting discounts and commission, but before deducting expenses, to such Selling Unitholder from the sale of the Units by such Selling Unitholder under the Agreement. The foregoing indemnity agreement is in addition to any liability which the Selling Unitholders may otherwise have to the Underwriter or director, officer, employee, agent, affiliate or controlling person of the Underwriter.

(c) The Underwriter shall indemnify and hold harmless the Partnership, the Selling Unitholders, each of the General Partner's directors, officers and employees, and each person, if any, who controls the Partnership or any Selling Unitholder within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Partnership, any Selling Unitholder, or any such director, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or in any amendment or supplement thereto, any Issuer Free Writing Prospectus or any roadshow, or arise out of or are based upon the omission or alleged omission to state therein a material fact required

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to be stated therein or necessary to make the statements therein not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or any such amendment or supplement thereto, any Issuer Free Writing Prospectus or any road show, in reliance upon and in conformity with written information concerning the Underwriter furnished to the Partnership by or on behalf of the Underwriter specifically for inclusion therein, which information is limited to the information set forth in Section 9(f) and shall reimburse the Partnership, any Selling Unitholder, or any such director, officer, employee or controlling person for any legal or other expenses reasonably incurred by the Partnership, any Selling Unitholder, or any such director, officer, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The foregoing indemnity agreement is in addition to any liability that the Underwriter may otherwise have to the Partnership, any Selling Unitholder, or any such director, officer, employee or controlling person.

(d) Promptly after receipt by an indemnified party under this Section 9 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 9, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under paragraphs (a) or (b) above except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under paragraphs (a) or (b) above. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under paragraphs (a) or (b) above for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the Underwriter shall have the right to employ counsel to represent jointly the Underwriter and its directors, officers, employees, agents, affiliates and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Underwriter against the Partnership or the Selling Unitholders under this Section 9 if (i) the Partnership or the Selling Unitholders, as applicable, and the Underwriter shall have so mutually agreed; (ii) the Partnership or the Selling Unitholders, as applicable, has failed within a reasonable time to retain counsel reasonably satisfactory to the Underwriter; (iii) the Underwriter and its directors, officers, employees, agents, affiliates and controlling persons shall have reasonably concluded that there may be legal defenses available to them that are different from or in addition to those available to the Partnership or the Selling Unitholders, as applicable; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Underwriter or its directors, officers, employees, agents, affiliates or controlling persons, on the one hand, and the Partnership or the Selling Unitholders, as applicable, on the other hand, and representation of

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both sets of parties by the same counsel would be inappropriate due to actual or potential differing interests between them, and in any such event the fees and expenses of such separate counsel shall be paid by the Partnership or the Selling Unitholders, as applicable. In no event shall such indemnifying parties be liable for the fees and expenses of more than one counsel, including any local counsel, for all such indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall (i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any findings of fact or admissions of fault or culpability as to the indemnified party, or (ii) be liable for any settlement of any such action effected without its written consent, but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(e) If the indemnification provided for in this Section 9 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 9(a), (9)(b) or 9(c) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Partnership and the Selling Unitholders, on the one hand, and the Underwriter, on the other, from the offering of the Units or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership and the Selling Unitholders, on the one hand, and the Underwriter, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Partnership and the Selling Unitholders, on the one hand, and the Underwriter, on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Units purchased under this Agreement (before deducting expenses) received by the Selling Unitholders, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriter with respect to the Units purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand, bear to the total gross proceeds from the offering of the Units under this Agreement, as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership or any Selling Unitholders (such information being limited to the Selling Unitholder Information) or the Underwriter, the intent of the parties and their relative knowledge, access to information and

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opportunity to correct or prevent such statement or omission. The Partnership and the Underwriter agree that it would not be just and equitable if contributions pursuant to this Section 9(e) were to be determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 9(e) shall be deemed to include, for purposes of this Section 9(e), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9(e), (i) the Underwriter shall not be required to contribute any amount in excess of the amount by which the total price at which the Units underwritten by it and distributed to the public was offered to the public exceeds the amount of any damages that the Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission and (ii) any Selling Unitholder shall not be required to contribute to any loss, claim, damage or liability, except for such losses, claims, damages or liabilities arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Basic Prospectus, the Pricing Disclosure Package or the Prospectus or in any amendment thereof or supplement thereto, any Issuer Free Writing Prospectus or road show, in reliance upon and in conformity with such Selling Unitholder Information. 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 was not guilty of such fraudulent misrepresentation.

(f) The Underwriter confirms and each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges and agrees that the statements set forth in the Prospectus (i) in the last paragraph of the cover page regarding delivery of the Units and (ii) under the heading "Underwriting," the sixth paragraph are correct and constitute the only information concerning the Underwriter furnished in writing to the Partnership by or on behalf of the Underwriter specifically for inclusion in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

The provisions contained in this Section 9 shall not affect any agreement among the Partnership and the Selling Unitholders with respect to indemnification or contribution.

10. Termination. The obligations of the Underwriter hereunder may be terminated by the Underwriter by notice given to and received by the Partnership prior to delivery of and payment for the Units if, prior to that time, any of the events described in Sections 8(k), 8(l) and 8(n) shall have occurred or if the Underwriter shall decline to purchase the Units for any reason permitted under this Agreement.

11. Reimbursement of Underwriter's Expenses. If (a) any Selling Unitholder shall fail to tender the Units for delivery to the Underwriter by reason of any failure, refusal or inability on the part of the Partnership or such Selling Unitholder to perform any agreement on their respective parts to be performed, or because any other condition of the Underwriter's obligations hereunder required to be fulfilled by the Partnership or such Selling Unitholder is not fulfilled for any reason or (b) the Underwriter shall decline to purchase the Units for any reason permitted under this Agreement, other than in each case because of the events set forth in clauses (ii)

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through (v) of Section 8(n), the Partnership will reimburse the Underwriter for all reasonable out-of-pocket expenses (including fees and disbursements of counsel) incurred by the Underwriter in connection with this Agreement and the proposed purchase of the Units, and upon demand the Partnership shall pay the full amount thereof to the Underwriter. If this Agreement is terminated by reason of the default of the Underwriter, the Partnership shall not be obligated to reimburse the Underwriter on account of those expenses.

12. No Fiduciary Duty. Each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges and agrees that (i) the purchase and sale of the Units pursuant to this Agreement is an arm's-length commercial transaction between the Partnership and the Selling Unitholders, on the one hand, and the Underwriter, on the other, (ii) in connection therewith and with the process leading to such transaction the Underwriter is acting solely as a principal and not the agent or fiduciary of the Partnership or the Selling Unitholders, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Partnership or the Selling Unitholders with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is currently advising the Partnership or the Selling Unitholders on other matters) or any other obligation to the Partnership or the Selling Unitholders except the obligations expressly set forth in this Agreement and (iv) the Partnership and the Selling Unitholders have consulted their own legal and financial advisors to the extent they deemed appropriate. Each of the Partnership and each Selling Unitholder, severally and not jointly, agrees that it will not claim that the Underwriter has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Partnership or such Selling Unitholder, in connection with such transaction or the process leading thereto.

13. Research Independence. In addition, each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges that the Underwriter's research analysts and research departments are required to be independent from its investment banking division and are subject to certain regulations and internal policies, and that the Underwriter's research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Partnership and/or the offering that differ from the views of its investment bankers. Each of the Partnership and each Selling Unitholder, severally and not jointly, hereby waives and releases, to the fullest extent permitted by law, any claims that the Partnership or such Selling Unitholder may have against the Underwriter with respect to any conflict of interest that may arise from the fact that the views expressed by its independent research analysts and research department may be different from or inconsistent with the views or advice communicated to the Partnership or such Selling Unitholder by the Underwriter's investment banking division. Each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges that the Underwriter is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies which may be the subject of the transactions contemplated by this Agreement.

14. Notices, Etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

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(c) if to the Underwriter, shall be delivered or sent by mail, telex or facsimile transmission to Citigroup Global Markets Inc. General Counsel (fax no.: (212) 816-7912) and confirmed to the General Counsel at 388 Greenwich Street, New York, New York 10013, Attention: General Counsel;

(d) if to the Partnership, shall be delivered or sent by mail, telex or facsimile transmission to the address of the Partnership set forth in the Registration Statement, Attention: General Counsel (Fax: 214-721-9383); and

(c) if to the Selling Unitholders, shall be delivered or sent by mail, telex or facsimile transmission to such Selling Unitholder's address set forth in Schedule 1 hereto.

provided, however, that any notice to an Underwriter pursuant to Section 9(d) shall be delivered or sent by mail, telex or facsimile transmission to the Underwriter at its address set forth in its acceptance telex to the Underwriter, which address will be supplied to any other party hereto by the Underwriter upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Partnership and each Selling Unitholder shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriter.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriter is required to obtain,

verify and record information that identifies its clients, including the Partnership and the Selling Unitholders, which information may include the name and address of its clients, as well as other information that will allow the Underwriter to properly identify its clients.

15. *Persons Entitled to Benefit of Agreement.* This Agreement shall inure to the benefit of and be binding upon the Underwriter, the Partnership, the Selling Unitholders and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (A) the representations, warranties, indemnities and agreements of the Partnership contained in this Agreement shall also be deemed to be for the benefit of the directors, officers and employees of the Underwriter and each person or persons, if any, who control the Underwriter within the meaning of Section 15 of the Securities Act and (B) the indemnity agreement of the Underwriter contained in Section 9(c) of this Agreement shall be deemed to be for the benefit of the directors, officers and employees of the General Partner and any person controlling the Partnership within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 15, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

16. *Survival.* The respective indemnities, representations, warranties and agreements of the Partnership, the Selling Unitholders and the Underwriter contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Units and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

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17. *Definition of the Terms "Business Day" and "Subsidiary".* For purposes of this Agreement, (a) "business day" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close and (b) "subsidiary" has the meaning set forth in Rule 405 of the Rules and Regulations.

18. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

19. *Counterparts.* This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

20. *Headings.* The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[Signature pages follow.]

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If the foregoing correctly sets forth the agreement among the Partnership, the Selling Unitholders and the Underwriter, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream 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 Underwriting Agreement]

GSO CROSSTEX HOLDINGS LLC, by its Members

BLACKSTONE / GSO CAPITAL SOLUTIONS FUND LP

By: Blackstone / GSO Capital Solutions
Associates LLC, its General Partner

By: /s/ Marisa J. Beene
Name: Marisa J. Beene
Title: Authorized Signatory

GSO CROSSTEX HOLDINGS (US) INC.

By: /s/ Marisa J. Beene
Name: Marisa J. Beene
Title: Authorized Signatory

[Signature Page to Underwriting Agreement]

GSO SPECIAL SITUATIONS FUND LP

By: GSO Capital Partners LP,
its Investment Manager

By: /s/ Marisa J. Beene
Name: Marisa J. Beene
Title: Authorized Signatory

[Signature Page to Underwriting Agreement]

GSO SPECIAL SITUATIONS OVERSEAS MASTER FUND LTD.

By: GSO Capital Partners LP,
its Investment Manager

By: /s/ Marisa J. Beene
Name: Marisa J. Beene
Title: Authorized Signatory

[Signature Page to Underwriting Agreement]

Accepted:
Citigroup Global Markets Inc.

By: /s/ Matthew Hartman
Name: Matthew Hartman
Title: Vice President

[Signature Page to Underwriting Agreement]

SCHEDULE 1

SELLING UNITHOLDERS

Selling Unitholder	Total Number of Units To Be Sold
GSO Crosstex Holdings LLC (1)	17,095,134
GSO Special Situations Overseas Master Fund Ltd. (2)	72,634
GSO Special Situations Fund LP (3)	829,528
Total	<u>17,997,296</u>

(1) Notices hereunder shall be delivered to c/o GSO Capital Partners LP, 345 Park Avenue, 31st Floor, New York, NY 10154.

(2) Notices hereunder shall be delivered to c/o GSO Capital Partners LP, 345 Park Avenue, 31st Floor, New York, NY 10154.

(3) Notices hereunder shall be delivered to c/o GSO Capital Partners LP, 345 Park Avenue, 31st Floor, New York, NY 10154.

SCHEDULE 2

SIGNIFICANT SUBSIDIARIES

Subsidiary	Jurisdiction of Formation
EnLink Midstream Operating GP, LLC	Delaware
EnLink Midstream Operating, LP	Delaware
EnLink Midstream Holdings GP, LLC	Delaware
EnLink Midstream Holdings, LP	Delaware
EnLink Midstream Services, LLC	Texas
Acacia Natural Gas L.L.C.	Delaware
SWG Pipeline, L.L.C.	Texas

Crosstex LIG, LLC	Louisiana
Crosstex LIG Liquids, LLC	Louisiana
Crosstex NGL Pipeline, L.P.	Texas
Crosstex North Texas Pipeline, L.P.	Texas
Crosstex North Texas Gathering, L.P.	Texas
Crosstex Processing Services, LLC	Delaware
Crosstex NGL Marketing, L.P.	Texas
West Virginia Oil Gathering, LLC	Delaware

SCHEDULE 3

Issuer Free Writing Prospectuses: None.

Pricing Information:

Number of Units: 17,997,296

Public offering price for the Units: Variable Price Reoffering.

SCHEDULE 4

FORMATION

<u>Subsidiary</u>	<u>Jurisdiction of Formation</u>
EnLink Midstream Operating GP, LLC	Delaware
EnLink Midstream Operating, LP	Delaware
EnLink Midstream Holdings GP, LLC	Delaware
EnLink Midstream Holdings, LP	Delaware
EnLink Midstream Services, LLC	Texas
Acacia Natural Gas L.L.C.	Delaware
SWG Pipeline, L.L.C.	Texas
Crosstex LIG, LLC	Louisiana
Crosstex LIG Liquids, LLC	Louisiana
Crosstex NGL Pipeline, L.P.	Texas
Crosstex North Texas Pipeline, L.P.	Texas
Crosstex North Texas Gathering, L.P.	Texas
Crosstex Processing Services, LLC	Delaware
Crosstex NGL Marketing, L.P.	Texas
West Virginia Oil Gathering, LLC	Delaware

EXHIBIT A

FORM OF OPINION OF ISSUER'S COUNSEL

(i) Each of the entities listed on Exhibit A to this opinion (the “**Covered Subsidiaries**”) and the General Partner, the Partnership, the Operating GP, and the Operating Partnership (the “**EnLink Midstream Entities**” and, together with the Covered Subsidiaries, the “**EnLink Midstream Covered Entities**”) is validly existing as a limited partnership or limited liability company, as applicable, and is in good standing under the laws of its respective jurisdiction of formation or organization with all necessary limited partnership or limited liability company, as applicable, power and authority to own or lease its properties and to conduct its business in all material respects, in each case, as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. Each of the EnLink Midstream Covered Entities is duly registered or qualified as a foreign limited liability company or limited partnership, as the case may be, for the transaction of business under the laws of each jurisdiction set forth in Exhibit B to this opinion.

(ii) (A) The General Partner has all necessary limited liability company power and authority to act as general partner of the Partnership and (B) the Operating GP has all necessary limited liability company power and authority to act as general partner of the Operating Partnership, in each case of clause (A) and (B), in all material respects as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(iii) The General Partner is the sole general partner of the Partnership. As of the date hereof, the General Partner has a 0.7% general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns its general partner interest free and clear of all Liens in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the General Partner as a debtor is on file in the office of the Secretary of State of the State of Delaware.

(iv) EMI owns of record the EMI Units and the General Partner owns all of the Incentive Distribution Rights, in each case free and clear of all Liens in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming EMI or the General Partner as a debtor, as applicable, is on file in the office of the Secretary of State of the State of Delaware, except Liens arising under the ENLC Credit Agreement.

(v) ENLC indirectly owns 100% of the issued and outstanding membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the GP LLC Agreement and are fully paid (to the extent required under the GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act); and ENLC owns such membership interests free and clear of all Liens in respect of which a financing statement under the Uniform Commercial Code of the State

of Delaware naming ENLC as a debtor is on file in the office of the Secretary of State of the State of Delaware, except Liens arising under the ENLC Credit Agreement.

(vi) The Units that were issued upon conversion of the Series A Convertible Preferred Units of the Partnership and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act and as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the caption "Description of Our Partnership Agreement—Limited Liability").

(vii) All of the issued and outstanding equity interests of each Significant Subsidiary listed on an exhibit to such opinion (the "Covered Subsidiaries") (a) have been duly authorized and validly issued (in accordance with the applicable Organizational Documents of such Covered Subsidiary), are fully paid (to the extent required under the applicable Organizational Documents of such Covered Subsidiary) and nonassessable (except as such nonassessability may be affected by Section 17-303, 17-607 and 17-804 of the Delaware LP Act, Sections 18-303, 18-607 and 18-804 of the Delaware LLC Act or Sections 153.102, 153.202 and 153.210 of the TBOC, as applicable) and (b) are owned, directly or indirectly, by the Partnership, free and clear of all Liens in respect of which a financing statement under the Uniform Commercial Code of the States of Delaware or Texas naming the Partnership as debtor or, in the case of equity interests of a Covered Subsidiary owned directly by one or more other Covered Subsidiary, naming any such other Covered Subsidiary as debtor(s), is on file as of a recent date in the office of the Secretary of State of the States of Delaware or Texas.

(viii) The Operative Agreements of the EnLink Midstream Entities have been duly authorized, executed and delivered by the EnLink Midstream Entities and EMI, as applicable, and are valid and legally binding agreements of the EnLink Midstream Entities and EMI, as applicable, enforceable against the EnLink Midstream Entities and EMI, as applicable, in accordance with their terms; provided, that with respect to each such Operative Agreement of the EnLink Midstream Entities, the enforceability thereof may be limited by (i) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and contribution and an implied covenant of good faith and fair dealing.

(ix) This Agreement has been duly authorized, executed and delivered by the Partnership.

(x) Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or, in the case of transfer restrictions, as set forth in the Organizational Documents of the EnLink Midstream Entities, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting

or transfer of, any partnership or membership interests of any of the EnLink Midstream Entities, in each case pursuant to any Organizational Documents of the EnLink Midstream Entities or any agreement or instrument listed as an exhibit to the Registration Statement (other than the Partnership Agreement), in either case to which the Partnership is a party or by which it may be bound. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership pursuant to any agreements or instruments listed as an exhibit to the Registration Statement other than as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, as set forth in the Partnership Agreement or as have been waived.

(xi) None of the execution, delivery and performance of this Agreement by the Partnership (i) constitutes or will constitute a violation of the Organizational Documents of any of the EnLink Midstream Covered Entities or the Covered Subsidiaries, (ii) constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would constitute such a default) under any agreement filed or incorporated by reference as an exhibit to the Registration Statement or (iii) violates or will violate the Delaware LP Act, the Delaware LLC Act, the laws of the State of Texas or the federal laws of the United States of America (provided that such counsel need not express any opinion with respect to compliance with any state securities or federal or state antifraud law), which breaches, violations or defaults, in the case of clauses (ii) or (iii), would, individually or in the aggregate, have a Material Adverse Effect.

(xii) No permit, consent, approval, authorization, order, registration, filing or qualification ("consent") under the Delaware LP Act, the Delaware LLC Act, the federal law of the United States of America or the laws of the state of Texas is required in connection with the execution, delivery and performance of this Agreement by the Partnership, except (i) for such consents required under the Securities Act, the Exchange Act and state securities or "Blue Sky" laws, as to which such counsel need not express any opinion, (ii) for such consents required under the rules and regulations of FINRA, (iii) for such consents that have been obtained or made, (iv) for such consents which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect or (v) as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(xiii) The Registration Statement became effective under the Securities Act automatically upon filing with the Commission on March 10, 2014, and any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by such Rule. To such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for such purpose has been instituted or threatened by the Commission.

(xiv) The statements in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the captions "Description of the Common Units," and "Description of Our Partnership Agreement," insofar as they constitute descriptions of

agreements or refer to statements of law or legal conclusions, are accurate, in all material respects; and the Common Units and the Incentive Distribution Rights conform in all material respects to the descriptions thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the captions “Summary—The Offering,” “Description of the Common Units” and “Description of Our Partnership Agreement.”

(xv) The opinion of Baker Botts L.L.P. that is filed as Exhibit 8.1 to the Partnership’s Current Report on Form 8-K filed on March , 2014 is confirmed, and the Underwriter may rely upon such opinion as if it were addressed to them.

(xvi) None of the EnLink Midstream Entities is an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

In rendering such opinion, such counsel may state that its opinion is limited to matters governed by the federal laws of the United States of America, the Delaware LP Act, the Delaware LLC Act and the laws of the State of Texas.

Such counsel shall also have furnished to the Underwriter a written statement, addressed to the Underwriter and dated as of the Delivery Date, in form and substance satisfactory to the Underwriter, to the effect that such counsel has reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and has participated in conferences with officers and other representatives of the General Partner, with representatives of the Partnership’s independent registered public accounting firm and with the Underwriter’s representatives and its counsel, at which the contents of the Registration Statement, the Pricing Disclosure Package, the Prospectus and related matters were discussed. The purpose of such counsel’s professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, the Pricing Disclosure Package or the Prospectus, and such counsel has not undertaken to verify independently any of the factual matters in such documents. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, the Pricing Disclosure Package and the Prospectus involve matters of a non-legal nature. Accordingly, such counsel is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or included in the Registration Statement, the Pricing Disclosure Package and the Prospectus (except to the extent stated in paragraphs (xiv) and (v)). Subject to the foregoing and on the basis of the information such counsel gained in the course of performing the services referred to above, such counsel advises the Underwriter that:

(A) the Registration Statement, as of the latest Effective Date, the Preliminary Prospectus, as of the Applicable Time, and the Prospectus, as of its date and the date hereof, appear on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Rules and Regulations of the Commission thereunder; and

(B) nothing came to such counsel’s attention that caused such counsel to believe that:

(1) the Registration Statement, as of the latest Effective Date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

(2) the Pricing Disclosure Package, as of the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(3) the Prospectus, as of its date or as of the Delivery Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that in each case such counsel has not been asked to, and does not, express any belief with respect to (a) the financial statements and schedules or other financial or accounting information contained or included or incorporated by reference therein or omitted therefrom or (b) representations and warranties and other statements of fact contained in the exhibits to the Registration Statement or to documents incorporated by reference therein.

In rendering such opinion, such counsel may (A) rely in respect of matters of fact upon certificates of officers and employees of the EnLink Midstream Covered Entities and upon information obtained from public officials, (B) assume that all documents submitted to them as originals are authentic, that all copies submitted to them conform to the originals thereof, and that the signatures on all documents examined by them are genuine, (C) state that their opinion is limited to federal laws, the Delaware LP Act, the Delaware LLC Act and the laws of the State of Texas, (D) with respect to the opinions expressed in paragraph (i) above as to the due qualification or registration as a foreign limited partnership or limited liability company, as the case may be, of each of the EnLink Midstream Covered Entities, state that such opinions are based upon certificates of foreign qualification or registration provided by the Secretary of State of the States listed on Exhibit A to such opinion (each of which shall be delivered as of a recent date and shall be provided to you) and (E) state that they express no opinion with respect to state or local taxes or tax statutes to which any of the limited partners of the Partnership or any of the other EnLink Midstream Covered Entities may be subject.

EXHIBIT B-1

FORM OF OPINION OF ANDREWS KURTH LLP

(i) Each of GSO Crosstex Holdings LLC and GSO Special Situations Fund LP (each, a “**Covered Selling Unitholder**”) has the limited liability company or limited partnership power and authority, as applicable, under the laws of the State of Delaware to execute and deliver, and incur and perform all of its obligations under the Agreement.

(ii) This Agreement has been duly authorized, executed and delivered by or on behalf of each of the Covered Selling Unitholders.

(iii) Upon (i) payment for the Units to be sold by each Selling Unitholder pursuant to this Agreement, (ii) delivery of such Units, as directed by the Underwriter, to Cede or such other nominee as may be designated by DTC, (iii) registration of such Units in the name of Cede or such other nominee and (iv) DTC indicating by book entry on its records that such Units have been credited to the securities account of the Underwriter, (A) the Underwriter will acquire a valid “security entitlement” (within the meaning of Section 8-102) in respect of such Units and (B) no action based on any “adverse claim” (within the meaning of Section 8-102 of the UCC) to such Units may be asserted against the Underwriter with respect to such security entitlement.

In connection with our opinion set forth in paragraph 3 above, we have assumed that when such payment, delivery, registration and crediting occurs, (x) payment for the Units described in paragraph 3 above constitutes an “acquisition for value” of the Units, (y) the Units are a “financial asset” within the meaning of Section 8-102 of the UCC (z) the State of New York is the “securities intermediary’s jurisdiction” of DTC for purposes of Section 8-110 of the UCC, (aa) such Units will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Partnership’s unit registry in accordance with its certificate of limited partnership, the Partnership Agreement and applicable law, (bb) DTC will be registered as a “clearing corporation” within the meaning of Section 8 102 of the UCC, (cc) none of DTC or the Underwriter have “notice of an adverse claim” (within the meaning of Section 8-105 of the UCC) to the Units, and (dd) appropriate book entries to the account of the Underwriter on the records of DTC will have been made pursuant to the UCC. In connection with our opinion set forth in paragraph 3 above, the opinion is limited to Article 8 of the UCC. Terms used in paragraph 3 above and this paragraph that are defined in Article 8 of the UCC, and not otherwise defined herein, have the meanings assigned to

such terms therein. With respect to the opinion in paragraph 3 above, we have assumed that duly executed transfer instructions have been provided for the Units to be delivered to Cede (or its nominee) and not to any other person or entity.

EXHIBIT B-2

FORM OF OPINION OF SIMPSON THACHER & BARTLETT LLP

(i) The sale of the Units by the Selling Unitholders and the compliance by the Selling Unitholders with all of the provisions of the Agreement will not breach or result in a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument identified on the annexed schedule furnished to us by the Selling Unitholders and which each Selling Unitholder has represented lists all material agreements and instruments to which such Selling Unitholder is a party or by which such Selling Unitholder is bound or to which any of the property or assets of such Selling Unitholder is subject, nor will such action violate any federal or New York State statute, the Delaware Revised Uniform Limited Partnership Act, the Delaware Limited Liability Company Act or any rule or regulation that has been issued pursuant to any federal or New York State statute, the Delaware Revised Uniform Limited Partnership Act or the Delaware Limited Liability Company Act or any order known to us issued pursuant to any federal or New York State statute, the Delaware Revised Uniform Limited Partnership Act or the Delaware Limited Liability Company Act by any court or governmental agency or body having jurisdiction over the Selling Unitholders or any of their properties, except that it is understood that no opinion is given in this paragraph 1 with respect to any federal or state securities law or any rule or regulation issued pursuant to any federal or state securities law.

(ii) No consent, approval, authorization, order, registration or qualification of or with any federal or New York State governmental agency or body or any Delaware governmental agency or body acting pursuant to the Delaware Revised Uniform Limited Partnership Act or the Delaware Limited Liability Company Act or, to our knowledge, any federal or New York State court or any Delaware court acting pursuant to the Delaware Revised Uniform Limited Partnership Act or the Delaware Limited Liability Company Act is required for the sale of the Units by the Selling Unitholders and the compliance by the Selling Unitholders with all of the provisions of the Agreement, except for the registration under the Securities Act and the Exchange Act of the Units, and such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Units by the Underwriter.

EXHIBIT B-3

FORM OF OPINION OF CAYMAN ISLANDS COUNSEL

(i) The Company has full corporate power and authority to execute and deliver the Document and to perform its obligations under the Document.

(ii) The Document has been duly authorised and executed and, when delivered by the Company, will constitute the legal, valid and binding obligations of the Company enforceable in accordance with its terms.

For purposes of the opinion, "**Document**" will be defined as this Agreement and the "**Company**" will be defined as GSO Special Situations Overseas Master Fund Ltd.



2001 ROSS AVENUE
DALLAS, TEXAS
75201-2980

TEL +1
214.953.6500
FAX +1
214.953.6503
BakerBotts.com

ABU DHABI
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RIO DE JANEIRO
RIYADH
WASHINGTON

March 25, 2014

EnLink Midstream Partners, LP
2501 Cedar Springs Rd.
Dallas, Texas 75201

Ladies and Gentlemen:

We have acted as counsel to EnLink Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), in connection with the proposed offering and sale by the Selling Unitholders named in the Prospectus Supplement (as defined below) of 17,997,296 common units (the "Common Units") representing limited partner interests in the Partnership pursuant to that certain Underwriting Agreement dated March 20, 2014 (the "Underwriting Agreement") by and among the Partnership, the Selling Unitholders and Citigroup Global Markets Inc.

We refer to the registration statement on Form S-3, as amended (Registration Statement No. 333-194465) (the "Registration Statement"), as filed by the Partnership with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The final prospectus supplement dated March 20, 2014 relating to the registration and offering of the Common Units (the "Prospectus Supplement"), which together with the accompanying prospectus dated March 10, 2014 (the "Prospectus") filed with the Registration Statement, has been filed pursuant to Rule 424(b) promulgated under the Securities Act.

As the basis for the opinion hereinafter expressed, we examined the Sixth Amended and Restated Agreement of Limited Partnership of the Partnership dated as of March 23, 2007, as amended to date (the "Partnership Agreement"), the Underwriting Agreement, the Delaware Revised Uniform Limited Partnership Act (the "Act"), partnership records and documents, certificates of the Partnership, certain of its affiliates and public officials, and other instruments and documents as we deemed necessary or advisable for the purposes of this opinion. In making our examination, we have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic and that all documents submitted to us as certified or photostatic copies conform with the original copies of such documents.

Based on the foregoing and on such legal considerations as we deem relevant, we are of the opinion that the Common Units are duly authorized, validly issued, fully paid (to the extent required by the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Act).

This opinion is limited in all respects to the federal laws of the United States of America and the Act, each as in effect on the date hereof.

At your request, this opinion is being furnished to you for filing as an exhibit to the Partnership's Current Report on Form 8-K filed on the date hereof. We hereby consent to the statements with respect to us under the heading "Legal Matters" in the Prospectus Supplement and the Prospectus and to the filing of this opinion as an exhibit to the Partnership's Current Report on Form 8-K filed on the date hereof. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the Commission issued thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

BAKER BOTTS LLP2001 ROSS AVENUE
DALLAS, TEXAS
75201-2980TEL +1
214.953.6500
FAX +1
214.953.6503
BakerBotts.comABU DHABI
AUSTIN
BEIJING
BRUSSELS
DALLAS
DUBAI
HONG KONGHOUSTON
LONDON
MOSCOW
NEW YORK
PALO ALTO
RIO DE JANEIRO
RIYADH
WASHINGTON

March 25, 2014

EnLink Midstream Partners, LP
2501 Cedar Springs Rd.
Dallas, Texas 75201

Ladies and Gentlemen:

We have acted as counsel for EnLink Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), with respect to certain legal matters in connection with the offer and sale by the GSO Crosstex Holdings LLC and certain of its of common units representing limited partner interests ("Common Units") in the Partnership. We have also participated in the preparation of a Prospectus Supplement, dated March 20, 2014 (the "Prospectus Supplement"), and the Prospectus (the "Prospectus") forming part of the Registration Statement on Form S-3 (File No. 333-194465) (the "Registration Statement"). At your request, this opinion is being furnished to you for filing as Exhibit 8.1 to the Current Report on Form 8-K dated on or about the date hereof.

In connection therewith, we prepared the discussion set forth under the caption "Material Income Tax Considerations" in the Prospectus Supplement and the discussion set forth under the caption "Material Income Tax Considerations" in the Prospectus (the "Discussion").

All statements of legal conclusions contained in the Discussion, unless otherwise noted, are our opinion with respect to the matters set forth therein as of the date of the Prospectus Supplement and are, to the extent noted in the Discussion, based on the accuracy of certain factual matters. In addition, we are of the opinion that the Discussion in the Registration Statement with respect to those matters as to which no legal conclusions are provided is an accurate discussion of such federal income tax matters (except for the representations and statements of fact of the Partnership and its general partner, included in the Discussion, as to which we express no opinion).

We hereby consent to the filing of this opinion as an exhibit to the Current Report on Form 8-K and to the references to our firm and this opinion contained in the Discussion. In giving this consent, however, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.



FOR IMMEDIATE RELEASE
MARCH 20, 2014

Contact: Jill McMillan, Director, Communications and Investor Relations
Phone: (214) 721-9271
Jill.McMillan@enlink.com

EnLink Midstream Announces Secondary Offering of Common Units by Selling Unitholders

DALLAS—March 20, 2014—EnLink Midstream Partners, LP (NYSE: ENLK) (the “Partnership”) today announced the commencement of an underwritten public offering of 17,997,296 common units representing limited partner interests owned by GSO Crosstex Holdings LLC and certain of its affiliates (the “Selling Unitholders”). The underwriter may offer our common units in transactions on the NYSE, in the over-the-counter market or through negotiated transactions at market prices or at negotiated prices. The Partnership will not receive any proceeds from the offering of common units. The total number of outstanding common units of the Partnership will remain unchanged.

Citigroup is acting as the underwriter for the offering. A copy of the prospectus supplement and accompanying base prospectus relating to the offering may be obtained from Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 (tel: 800-831-9146).

You may also obtain these documents free of charge, when they are available, by visiting the Securities and Exchange Commission’s website at www.sec.gov.

The common units are being offered and will be sold pursuant to the Partnership’s effective shelf registration statement that was previously filed with the Securities and Exchange Commission. This press release does not constitute an offer to sell or the solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. This offering may be made only by means of the prospectus supplement and accompanying base prospectus.

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About EnLink Midstream

EnLink Midstream is a leading midstream provider formed through the combination of Crosstex Energy and substantially all of the U.S. midstream assets of Devon Energy. EnLink Midstream is publicly traded through two entities: EnLink Midstream, LLC (NYSE: ENLC), the publicly traded general partner entity, and EnLink Midstream Partners, LP (NYSE: ENLK), the master limited partnership.

EnLink Midstream’s assets are located in many of North America’s premier oil and gas regions, including the Barnett, Permian Basin, Cana- and Arkoma-Woodford, Eagle Ford, Haynesville, Gulf Coast, Utica and Marcellus Shales. Based in Dallas, Texas, EnLink Midstream has approximately 7,300 miles of gathering and transportation pipelines, 12 processing plants with 3.3 billion cubic feet per day of net processing capacity, six fractionators with 180,000 barrels per day of net fractionation capacity, as well as barge and rail terminals, product storage facilities, brine disposal wells and an extensive crude oil trucking fleet.

Forward Looking Statements

This press release may include certain statements concerning expectations for the future that are forward-looking statements. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict and many of which are beyond management’s control. An extensive list of factors that can affect future results are discussed in EnLink Midstream’s filings with the Securities and Exchange Commission. EnLink Midstream undertakes no obligation to update or revise any forward-looking statement to reflect new information or events.

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FOR IMMEDIATE RELEASE
MARCH 21, 2014

Contact: Jill McMillan, Director, Communications and Investor Relations
Phone: (214) 721-9271
Jill.McMillan@enlink.com

EnLink Midstream Announces Pricing of Secondary Offering of Common Units by Selling Unitholders

DALLAS—March 21, 2014—EnLink Midstream Partners, LP (NYSE: ENLK) (the “Partnership”) today announced the pricing of an underwritten public offering of 17,997,296 common units representing limited partner interests owned by GSO Crosstex Holdings LLC and certain of its affiliates (the “Selling Unitholders”).

The offering was priced for total gross proceeds (before underwriters’ discounts and commissions and estimated offering expenses) of approximately \$550 million. The underwriter may offer our common units in transactions on the NYSE, in the over-the-counter market or through negotiated transactions at market prices or at negotiated prices. The Partnership will not receive any proceeds from the offering of common units. The total number of outstanding common units of the Partnership will remain unchanged. The offering is expected to close on or about March 26, 2014, subject to customary closing conditions.

Citigroup is acting as the underwriter for the offering. A copy of the prospectus supplement and accompanying base prospectus relating to the offering may be obtained from Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 (tel: 800-831-9146).

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