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): **January 7, 2016**

ENLINK MIDSTREAM, LLC

(Exact name of registrant as specified in its charter)

DELAWARE	**001-36336**	**46-4108528**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(IRS Employer Identification No.)

2501 CEDAR SPRINGS DALLAS, TEXAS	**75201**
(Address of Principal Executive Offices)	(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:

☐ 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.

EnLink Midstream, LLC (the "Registrant") indirectly owns (i) a portion of the limited partner interest in EnLink Midstream Partners, LP (the "Partnership") and (ii) all of the membership interest in EnLink Midstream GP, LLC, the general partner of the Partnership (the "General Partner"), which owns all of the incentive distribution rights in the Partnership.

As reported by the Registrant in a Current Report on Form 8-K filed with the Securities and Exchange Commission on December 7, 2015 (the "Signing Current Report"), on December 6, 2015, the Partnership entered into a privately negotiated Convertible Preferred Unit Purchase Agreement (the "Unit Purchase Agreement") with Enfield Holdings, L.P. (the "Purchaser") to issue and sell in a private placement (the "Private Placement") an aggregate of 50,000,000 Series B Cumulative Convertible Preferred Units representing limited partner interests in the Partnership (the "Preferred Units") for a cash purchase price of $15.00 per Preferred Unit (the "Issue Price"), resulting in total gross proceeds of approximately $750,000,000. Pursuant to the terms of the Unit Purchase Agreement, the Partnership issued and sold the Preferred Units to the Purchaser on January 7, 2016.

Also as reported in the Signing Current Report, on December 6, 2015, the Registrant entered into (a) the TOMPC Securities Purchase Agreement (the "TOMPC Purchase Agreement"), among TOMPC LLC ("TOMPC"), Tall Oak Midstream, LLC ("Tall Oak"), EnLink TOM Holdings, LP, an indirect subsidiary of the Partnership and the Registrant (the "Buyer"), and the Registrant and, solely for purposes of Section 6.19 thereof, the Partnership and (b) the TOM-STACK Securities Purchase Agreement (the "TOM-STACK Purchase Agreement" and, together, with the TOMPC Purchase Agreement, the "Acquisition Purchase Agreements") among Tall Oak, FE-STACK, LLC ("FE-STACK"), TOM-STACK Holdings, LLC (together with Tall Oak, the "Sellers"), TOM-STACK, LLC ("TOM-STACK" and, together with TOMPC, the "Target Companies"), the Buyer, the Registrant, and, solely for purposes of Section 6.19 thereof, the Partnership. On January 7, 2016, the Buyer completed its acquisition (the "Acquisition") of 100% of the issued and outstanding membership interests (the "Membership Interests") of the Target Companies pursuant to the Acquisition Purchase Agreements.

Partnership Registration Rights Agreement

On January 7, 2016, in connection with the closing of the Private Placement, the Partnership entered into a Registration Rights Agreement (the "Partnership Registration Rights Agreement") with the Purchaser relating to the registered resale of common units representing limited partner interests in the Partnership ("Partnership Common Units") issuable upon conversion of the Preferred Units (such Partnership Common Units, the "Partnership Registrable Securities"). Pursuant to the Partnership Registration Rights Agreement, the Partnership has agreed to file up to four shelf registration statements for the resale of the Partnership Registrable Securities as soon as practicable upon receipt of a written request from the record holders ("Partnership Holders") of a majority of the Partnership Registrable Securities requesting any such filing. Moreover, the Partnership has agreed to use commercially reasonable efforts to cause each such shelf registration statement to remain effective for up to two years from its initial effectiveness. The Partnership Registration Rights Agreement provides certain customary piggyback rights. In the Partnership Registration Rights Agreement, the Partnership has agreed to indemnify Partnership Holders that elect to dispose of their registered Partnership Common Units in an underwritten offering against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"), or to contribute to payments any such Partnership Holder may be required to make because of any of those liabilities.

Registrant Registration Rights Agreement

On January 7, 2016, in connection with the closing of the Acquisition, the Registrant entered into a Registration Rights Agreement (the "Registrant Registration Rights Agreement") with Tall Oak and FE-STACK (the "Investors"), relating to the registered resale of the Registrant Common Units (as defined below) privately placed with the Investors as partial consideration for the Acquisition (the "Registrant Registrable Securities"). Pursuant to the Registrant Registration Rights Agreement, the Registrant has agreed to file up to two shelf registration statements for the resale of the Registrant Registrable Securities, the first of which must be filed as soon as reasonably practicable and in no case more than 14 days following the closing of the Acquisition and the second of which must be filed as soon as practicable upon receipt of a written request from the record holders ("Registrant Holders") of a majority of the Registrant Registrable Securities requesting such filing. Moreover, the Registrant has agreed to use commercially reasonable efforts to cause each such shelf registration statement to remain effective for

up to two years from its initial effectiveness. The Registrant Registration Rights Agreement provides certain customary piggyback rights. In the Registrant Registration Rights Agreement, the Registrant has agreed to indemnify Registrant Holders that elect to dispose of their registered Registrant Common Units in an underwritten offering against certain liabilities, including liabilities under the Securities Act, or to contribute to payments any such Registrant Holder may be required to make because of any of those liabilities.

Board Representation Agreement

On January 7, 2016, in connection with the closing of the Private Placement, the Partnership, the General Partner, and EnLink Midstream, Inc., a wholly owned subsidiary of the Registrant and the sole member of the General Partner ("EMI"), entered into a Board Representation Agreement (the "Board Representation Agreement") with TPG VII Management, LLC, an affiliate of the Purchaser ("TPG"). Pursuant to the Board Representation Agreement, each of the Partnership, the General Partner and EMI has agreed to take all actions necessary or advisable to cause one director serving on the Board of Directors of the General Partner (the "Board") to be designated by TPG, in its sole discretion. Such designation right will terminate upon the earliest to occur of (i) the Purchaser and its affiliates holding a number of Preferred Units and Partnership Common Units issued upon conversion of the Preferred Units that is less than 25% of the number of Preferred Units initially issued to the Purchaser pursuant to the Unit Purchase Agreement, (ii) such time as the sum of (A) the number of Partnership Common Units into which the Preferred Units collectively held by the Purchaser and its affiliates are convertible and (B) the aggregate number of Partnership Common Units issued upon conversion of the Preferred Units which are then collectively held by the Purchaser and its affiliates represent less than 7.5% of the aggregate number of Partnership Common Units then outstanding and (iii) the Purchaser ceasing to be an affiliate of TPG Capital, L.P. Prior to the termination of the designation right, such director may be removed by TPG at any time, and by a majority of the other directors then serving on the Board for "cause" (as defined in the Board Representation Agreement).

The foregoing descriptions of the Partnership Registration Rights Agreement, the Registrant Registration Rights Agreement and the Board Representation Agreement do not purport to be complete and are qualified in their entirety by reference to the Partnership Registration Rights Agreement, a copy of which is filed as Exhibit 4.1 to this Current Report on Form 8-K (this "Current Report"), the Registrant Registration Rights Agreement, a copy of which is filed as Exhibit 4.2 to this Current Report, and the Board Representation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report, each of which is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

As described under Item 1.01 above, on January 7, 2016, the Buyer completed the Acquisition, pursuant to which it purchased 100% of the Membership Interests on the terms set forth in the Acquisition Purchase Agreements. The Target Companies own gathering and processing assets in central Oklahoma. The aggregate base purchase price for the Acquisition is $1,550,000,000, subject to certain customary adjustments for working capital, indebtedness, transaction expenses, equity capital and certain pre-closing extraordinary expenditures of, and certain interim tax amounts payable by, the Target Companies. Subject to such adjustments, the aggregate base purchase price will be paid in three installments. The first installment, which was paid to the Sellers at the closing of the Acquisition, consisted of approximately $1,050,000,000 and included (a) approximately $788,000,000 in cash contributed to the Buyer by the Partnership, a portion of which was derived from the proceeds of the Private Placement, and (b) (i) 15,564,009 common units representing limited liability company interests in the Registrant (the "Registrant Common Units") issued directly by the Registrant to the Sellers pursuant to the terms of the Acquisition Purchase Agreements and (ii) approximately $19,500,000 in cash contributed to the Buyer by the Registrant. The second installment (the "First Subsequent Payment"), which the Buyer must pay to the Sellers any time prior to the first anniversary of the closing of the Acquisition (the "First Anniversary Date"), will consist of $250,000,000 in cash to be contributed to the Buyer by the Partnership. The final installment, which the Buyer must pay to the Sellers any time prior to the second anniversary of the closing of the Acquisition, will consist of $250,000,000 in cash to be contributed to the Buyer by the Partnership.

The foregoing description of the Acquisition Purchase Agreements does not purport to be complete and is qualified in its entirety by reference to the text of (1) the TOM-STACK Purchase Agreement, which was filed as Exhibit 2.1 to the Signing Current Report and (2) the TOMPC Purchase Agreement, which was filed as Exhibit 2.2 to the Signing Current Report, each of which is incorporated herein by reference.

Item 2.06. Material Impairments.

On January 8, 2016, management of the General Partner concluded that the Partnership will recognize a non-cash income statement charge of between $0.65 billion and $1.00 billion in the aggregate for the quarter ending December 31, 2015 for the impairment of goodwill in its Texas, Louisiana and Crude segments, primarily as a result of the decline in commodity prices and the public trading price of common units representing limited partnership interests in the Partnership. This determination was made in connection with the Partnership's required annual goodwill impairment testing for each business unit. The Registrant's consolidated financial statements include the assets, liabilities and results of operations of its subsidiaries, including the Partnership. Accordingly, the Registrant's consolidated financial statements will reflect this charge. The Registrant and the Partnership do not currently expect this goodwill impairment to result in material future cash expenditures.

Item 3.03. Material Modification to Rights of Securities Holders.

On January 7, 2016, the Partnership issued the Preferred Units pursuant to the Unit Purchase Agreement, which Preferred Units entitle their holders to certain rights that are senior to the rights of holders of Partnership Common Units, such as rights to certain distributions and rights upon liquidation of the Partnership. In addition, on January 7, 2016, the Partnership entered into the Partnership Registration Rights Agreement with the Purchaser relating to the registered resale of the Partnership Registrable Securities. The general effect of the issuance of the Preferred Units and entry into the Partnership Registration Rights Agreement upon the rights of the holders of Partnership Common Units is more fully described in Items 1.01 and 5.03 of this Current Report, which are incorporated in this Item 3.03 by reference.

On January 7, 2016, the Registrant entered into the Registrant Registration Rights Agreement with the Investors relating to the registered resale of the Registrant Registrable Securities. The general effect of the entry into the Registrant Registration Rights Agreement upon the rights of the holders of Registrant Common Units is more fully described in Item 1.01 of this Current Report, which description is incorporated in this Item 3.03 by reference.

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

On January 7, 2016, pursuant to the Board Representation Agreement, the Board appointed Christopher Ortega and Tony D. Vaughn as members of the Board. Neither Mr. Ortega nor Mr. Vaughn will be appointed initially to any committee of the Board. The Board Representation Agreement is more fully described in Item 1.01 of this Current Report, which description is incorporated in this Item 5.02 by reference.

Mr. Ortega has been a Partner of TPG since June 2013. He has over 10 years of experience in the energy sector and currently sits on the board of Jonah Energy Holdings LLC and is a director of the general partner of Valerus Compression Services, L.P. (doing business as Axip Energy Services, L.P.). From February 2011 through May 2013, Mr. Ortega served as a Principal of TPG. Mr. Ortega has previously served on the boards of AMCI Capital, Barra Energia, Connect Resource Services, DOF Subsea, and LMP Exploration. Mr. Ortega's responsibilities encompass investment origination, structuring, execution, monitoring, and exit strategy. He has a particular focus on the upstream oil and gas, oilfield services, and midstream sectors. Prior to TPG, Mr. Ortega was employed by First Reserve Corporation, a global private equity and infrastructure investment firm focused on energy, from July 2007 until January 2011, where he served as a Director from January 2009 through January 2011. He graduated magna cum laude from Harvard Law School and received a Master of Business Administration degree from Harvard Business School. Mr. Ortega received his Bachelor of Arts degree, magna cum laude, from Harvard University.

Mr. Vaughn is employed by Devon Energy Corporation ("Devon"), and he was elected to the position of Executive Vice President of Exploration and Production of Devon in 2013. From 1999 until 2013, Mr. Vaughn served in various positions at Devon, including most recently as Senior Vice President Exploration and Production and Strategic Services. Before joining Devon in 1999, Mr. Vaughn spent 12 years with Kerr-McGee Corporation, most recently as Manager of the Rocky Mountain District. He holds a Bachelor of Science degree in Petroleum Engineering from the University of Tulsa and a Bachelor of Science Degree in Business Management from Oral Roberts University. He is a member of the Society of Petroleum Engineers.

Directors are reimbursed for out-of-pocket expenses incurred in connection with service on the Board. Neither Mr. Vaughn nor Mr. Ortega will receive separate compensation for his service as a director.

Mr. Ortega is a Partner of TPG. It is possible that conflicts of interest may arise as a result of, among other things, (i) TPG's involvement with the Private Placement and related matters described in Item 1.01 of this Current Report, which description is incorporated in this Item 5.02 by reference, and (ii) the fact that TPG is a private investment firm with approximately 200 portfolio companies which may, from time to time, provide services or products similar to or in competition with those provided by the Partnership.

Mr. Vaughn is an officer of Devon, and his son, Nick Vaughn, is employed by Devon as a manager of operations and owns Partnership Common Units currently valued at approximately $150,000. It is possible that conflicts of interest may arise as a result of, among other things, (i) Devon's interest as the controlling equityholder of the Partnership and the Registrant and (ii) the following transactions between Devon (and its affiliates) and the Partnership:

EMH Dropdowns

On February 17, 2015, the Partnership acquired a 25% limited partner interest (the "February Transferred Interests") in EnLink Midstream Holdings, LP ("Midstream Holdings") from Acacia Natural Gas Corp I, Inc., a subsidiary of the Registrant and indirect subsidiary of Devon ("Acacia") in a drop down transaction. As consideration for the February Transferred Interests, the Partnership issued 31.6 million Class D Common Units in the Partnership to Acacia. On May 27, 2015, the Partnership acquired the remaining 25% interest in Midstream Holdings (the "May Transferred Interests") from Acacia in a drop down transaction. As consideration for the May Transferred Interests, the Partnership issued 36.6 million Class E Common Units in the Partnership to Acacia. All of the Class D Common Units and Class E Common Units issued in connection with these drop down transactions have since converted into Partnership Common Units.

VEX Dropdown

On April 1, 2015, the Partnership acquired the Victoria Express Pipeline and related truck terminal and storage assets located in the Eagle Ford shale in south Texas, together with 100% of the equity interests (all of which were voting) in certain entities, from Devon in a drop down transaction. The aggregate consideration paid by the Partnership consisted of $171.0 million in cash, 338,159 Partnership Common Units and the Partnership's assumption of up to $40 million in certain construction costs related to the pipeline.

Devon Secondary Offering

In March 2015, an indirect subsidiary of Devon offered and sold 22,800,000 Partnership Common Units in an underwritten public offering for aggregate gross cash consideration of approximately $674,116,200.

Partnership Common Unit Private Placement

On October 29, 2015, EMI, an indirect subsidiary of Devon, purchased 2,849,100 Partnership Common Units from the Partnership for an aggregate cash purchase price of $50,000,000.

Any conflicts of interest that may arise out of the foregoing, or any other conflicts of interest, will be addressed by the board of directors of EnLink Midstream Manager, LLC, the managing member of the Registrant (the "Managing Member") in accordance with its Code of Business Conduct and Ethics.

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

Amendment to Partnership Agreement

On January 7, 2016, in connection with the closing of the Private Placement, the General Partner adopted the Eighth Amended and Restated Agreement of Limited Partnership of the Partnership (the "Amended Partnership Agreement") to consolidate prior amendments and set forth the terms of the Preferred Units.

Under the terms of the Amended Partnership Agreement, the Preferred Units are convertible into Partnership Common Units on a one-for-one basis, subject to certain adjustments, on the first business day following the record date for the quarter ending June 30, 2017 (a) in full, at the option of the Partnership, if the volume weighted average price ("VWAP") of a Partnership Common Unit over the 30-trading day period ending two trading days prior to the date the Partnership delivers a notice of conversion (the "Conversion VWAP") is greater than 150% of the Issue Price or (b) in full or in part, at the option of the Purchaser. In addition, upon certain events involving a change of control of the General Partner or the Managing Member, all of the Preferred Units will automatically convert into a number of Partnership Common Units equal to the greater of (i) the number of Partnership Common Units into which the Preferred Units would then convert and (ii) the number of Preferred Units to be converted multiplied by an amount equal to (x) 140% of the Issue Price divided by (y) the Conversion VWAP.

Pursuant to the Amended Partnership Agreement, the Purchaser will receive a quarterly distribution, subject to certain adjustments, equal to (x) for each quarter beginning with the current quarter through the quarter ending June 30, 2017, an annual rate of 8.5% on the Issue Price payable in-kind in the form of additional Preferred Units and (y) thereafter, at an annual rate of 7.5% on the Issue Price payable in cash (the "Cash Distribution Component") plus an in-kind distribution equal to the greater of (A) an annual rate of 1.0% of the Issue Price and (B) an amount equal to (i) the excess, if any, of the distribution that would have been payable had the Preferred Units

converted into Partnership Common Units over the Cash Distribution Component, divided by (ii) the Issue Price.

The Preferred Units have voting rights that are identical to the voting rights of the Partnership Common Units and shall vote with the Partnership Common Units as a single class, with each Preferred Unit entitled to one vote for each Partnership Common Unit into which such Preferred Unit is convertible. The Preferred Units will have class voting rights on any matter, including a merger, consolidation or business combination, that adversely affects, amends or modifies any of the terms of the Preferred Units.

Upon any liquidation and winding up of the Partnership or the sale, exchange or other disposition of all or substantially all of the assets of the Partnership, each record holder of Preferred Units will be entitled to receive, in preference to the holders of any of the Partnership's other securities, an amount equal to the positive value in each such record holder's capital account in respect of such Preferred Units.

Amendment to LLC Agreement

On January 7, 2016, in connection with the Board Representation Agreement described in Item 1.01 above, EMI entered into Amendment No. 1 to the Third Amended and Restated Limited Liability Company Agreement of the General Partner (the "General Partner LLC Agreement Amendment") to provide for the designation of a member of the Board by each of TPG and Devon.

The foregoing descriptions of the Amended Partnership Agreement and the General Partner LLC Agreement Amendment do not purport to be complete and are qualified in their entirety by reference to the Amended Partnership Agreement, a copy of which is filed as Exhibit 3.1 to this Current Report, and the General Partner LLC Agreement Amendment, a copy of which is filed as Exhibit 3.2 to this Current Report, each of which are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) *Financial Statement of Business Acquired.*

As permitted under this item, the Registrant will file any financial statements required by this item by amendment to this Current Report not later than 71 days after the date this Current Report is required to be filed.

(b) *Pro Forma Financial Information.*

As permitted under this item, the Registrant will file the pro forma financial information required to be filed by this item by amendment to this Current Report not later than 71 days after the date this Current Report is required to be filed.

(d) *Exhibits.*

EXHIBIT NUMBER		DESCRIPTION
3.1	—	Eighth Amended and Restated Agreement of Limited Partnership of EnLink Midstream Partners, LP, dated as of January 7, 2016 (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by EnLink Midstream Partners, LP on January 12, 2016).
3.2	—	Amendment No. 1 to Third Amended and Restated Limited Liability Company Agreement of EnLink Midstream GP, LLC, dated as of January 7, 2016 (incorporated by reference to Exhibit 3.2 to the Current Report on Form 8-K filed by EnLink Midstream Partners, LP on January 12, 2016).
4.1	—	Registration Rights Agreement, dated as of January 7, 2016, by and between EnLink Midstream Partners, LP and Enfield Holdings, L.P. (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by EnLink Midstream Partners, LP on January 12, 2016).
4.2	—	Registration Rights Agreement, dated as of January 7, 2016, by and among EnLink Midstream, LLC, Tall Oak Midstream, LLC and FE-STACK, LLC.
10.1	—	Board Representation Agreement, dated as of January 7, 2016, by and among EnLink Midstream GP, LLC, EnLink Midstream Partners, LP, EnLink Midstream, Inc. and TPG VII Management, LLC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by EnLink Midstream Partners, LP on January 12, 2016).

SIGNATURES

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

ENLINK MIDSTREAM, LLC

By: EnLink Midstream Manager, LLC,
its Managing Member

Date: January 12, 2016

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

INDEX TO EXHIBITS

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10.1	—	Board Representation Agreement, dated as of January 7, 2016, by and among EnLink Midstream GP, LLC, EnLink Midstream Partners, LP, EnLink Midstream, Inc. and TPG VII Management, LLC (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by EnLink Midstream Partners, LP on January 12, 2016).

Exhibit 4.2

Execution Version

REGISTRATION RIGHTS AGREEMENT

by and among

ENLINK MIDSTREAM, LLC

and

THE INVESTORS PARTY HERETO

Table of Contents

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of January 7, 2016 by and among ENLINK MIDSTREAM, LLC, a Delaware limited liability company (the "Company"), and each of the Persons set forth on Schedule A to this Agreement (each, an "Investor" and collectively, the "Investors").

WHEREAS, pursuant to (a) the TOMPC Securities Purchase Agreement (the "TOMPC Purchase Agreement"), among TOMPC LLC, a Delaware limited liability company ("TOMPC"), Tall Oak Midstream, LLC, a Delaware limited liability company ("Tall Oak"), and EnLink TOM Holdings, LP, a Delaware limited partnership (the "Buyer"), and, solely for purposes of Section 6.19 thereof, EnLink Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), and the Company, and (b) the TOM-STACK Securities Purchase Agreement (together, with the TOMPC Purchase Agreement, the "Purchase Agreements") among Tall Oak, FE-STACK, LLC, a Delaware limited liability company, TOM-STACK Holdings, LLC, a Delaware limited liability company (together with Tall Oak, the "Sellers"), TOM-STACK, LLC, a Delaware limited liability company ("TOM-STACK"), the Buyer and, solely for purposes of Section 6.19 thereof, the Partnership and the Company, as partial consideration for the acquisition by the Buyer from the Sellers, as applicable, of 100% of the issued and outstanding membership interests of TOMPC and TOM-STACK, the Company has agreed to deliver to the Investors the Registrable Securities (as defined below);

WHEREAS, the Company has agreed to provide the registration and other rights set forth in this Agreement for the benefit of the Investors; and

WHEREAS, it is a condition to the obligations of the Sellers and the Buyer under the Purchase Agreements that this Agreement be executed and delivered by the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The terms set forth below are used herein as so defined:

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

"Agreement" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Business Day" means any day other than a Saturday, Sunday, any federal legal holiday or day on which banking institutions in the State of New York or State of Texas are authorized or required by law or other governmental action to close.

"Buyer" has the meaning specified therefor in the recitals of this Agreement.

"Commission" means the United States Securities and Exchange Commission.

"Common Units" means the membership interests of the Company having the rights and obligations specified in the Company LLC Agreement.

"Company" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Company LLC Agreement" means the First Amended and Restated Operating Agreement of the Company, dated as of March 7, 2014.

"Effective Date" means the date of effectiveness of any Registration Statement.

"Effectiveness Period" has the meaning specified therefor in Section 2.1(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Filing Date" has the meaning specified therefor in Section 2.1(a).

"Holder" means the record holder of any Registrable Securities.

"Included Registrable Securities" has the meaning specified therefor in Section 2.2(a).

"Investors" has the meaning specified therefor in the introductory paragraph of this Agreement.

"Losses" has the meaning specified therefor in Section 2.8(a).

"Managing Member" means EnLink Midstream Manager, LLC, a Delaware limited liability company and the managing member of the Company.

"Managing Underwriter" means, with respect to any Underwritten Offering, the book running lead manager of such Underwritten Offering.

"NYSE" means the New York Stock Exchange.

"Other Holder" has the meaning specified in Section 2.2(b).

"Partnership" has the meaning specified therefor in the recitals of this Agreement.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization, government or any agency, instrumentality or political subdivision thereof, or any other form of entity.

"Piggyback Notice" has the meaning specified therefor in Section 2.2(a).

"Piggyback Opt-Out Notice" has the meaning specified therefor in Section 2.2(a).

"Piggyback Registration" has the meaning specified therefor in Section 2.2(a).

"Purchase Agreements" has the meaning specified therefor in the Recitals of this Agreement.

"Purchased Unit Price" means $14.66 per unit.

"Registration" means any registration pursuant to this Agreement, including pursuant to a Registration Statement or a Piggyback Registration.

"Registrable Securities" means the 15,564,009 Common Units to be issued and sold to the Investors pursuant to the Purchase Agreements, all of which are subject to the rights provided herein until such time as such securities cease to be Registrable Securities pursuant to Section 1.2.

"Registration Expenses" has the meaning specified therefor in Section 2.7(a).

"Registration Statement" has the meaning specified therefor in Section 2.1(a).

"Securities Act" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"Sellers" has the meaning specified therefor in the recitals of this Agreement.

"Selling Expenses" has the meaning specified therefor in Section 2.7(a).

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to a registration statement.

"Selling Holder Indemnified Persons" has the meaning specified therefor in Section 2.8(a).

"Tall Oak" has the meaning specified therefor in the recitals of this Agreement.

"TOMPC" has the meaning specified therefor in the recitals of this Agreement.

"TOMPC Purchase Agreement" has the meaning specified therefor in the recitals of this Agreement.

"TOM-STACK" has the meaning specified therefor in the recitals of this Agreement.

"Underwritten Offering" means an offering (including an offering pursuant to a Registration Statement) in which Common Units are sold to an underwriter on a firm commitment basis for reoffering to the public or an offering that is a "bought deal" with one or more investment banks.

"WKSI" means a well-known seasoned issuer (as defined in the rules and regulations of the Commission).

Section 1.2 Registrable Securities. Any Registrable Security will cease to be a Registrable Security upon the earliest to occur of the following: (a) when a registration statement covering such Registrable Security becomes or has been declared effective by the Commission and such Registrable Security has been sold or disposed of pursuant to such effective registration statement, (b) when such Registrable Security has been disposed of pursuant to any section of Rule 144 (or any similar provision then in effect) under the Securities Act, (c) when such Registrable Security is held by the Company or one of its direct or indirect subsidiaries, (d) when such Registrable Security has been sold or disposed of in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities pursuant to Section 2.10, (e) the date on which such Registrable Security becomes eligible for resale pursuant to any section of Rule 144 under the Securities Act (or any similar provision then in effect) without any restriction (including, if the Holder is an Affiliate of the Company, restrictions that apply to sales by Affiliates), (f) when the Investors cease to own at least 1.5% of the then-outstanding Common Units or (g) on the seventh anniversary of the date hereof.

ARTICLE II
REGISTRATION RIGHTS

Section 2.1 Shelf Registration.

(a) Shelf Registration. As soon as reasonably practicable and in no case more than 14 days following the consummation of the transactions contemplated by the Purchase Agreements, the Company shall prepare and (subject to receipt by the Company of any financial statements (together with all consents and reports required for the inclusion therein) that are deliverable pursuant to Section 6.18 of the Purchase Agreements and required to be included in the Registration Statement pursuant to Rule 3-05 of Regulation S-X, if any) file either, (i) if the Company is a WKSI, an automatic shelf registration statement as defined in Rule 405 of the Securities Act or, (ii) if the Company is not a WKSI, an initial registration statement under the Securities Act, in each case to permit the public resale of Registrable Securities then outstanding from time to time as permitted by Rule 415 of the Securities Act (a "Registration Statement"). The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable but in no case later than 120 days after the date of filing of such Registration Statement (the "Filing Date"). The Company will use its commercially reasonable efforts to cause such Registration Statement filed pursuant to thisSection 2.l(a) to be continuously effective under the Securities Act until the earliest to occur of the following: (i) all Registrable Securities covered by the Registration Statement have been

distributed in the manner set forth and as contemplated in such Registration Statement, (ii) there are no longer any Registrable Securities outstanding and (iii) two years from the Effective Date (in each case of clause (i), (ii) and (iii), the "Effectiveness Period"). In addition, as soon as practicable following receipt of written notice from the Holders of a majority of the Registrable Securities requesting the filing of an additional Registration Statement (which notice may not be given any earlier than 60 days prior to the second anniversary of the Effective Date of the initial Registration Statement filed pursuant to this Section 2.1(a)), the Company shall use its commercially reasonable efforts to prepare and file such additional Registration Statement under the Securities Act covering the Registrable Securities. The Company shall use its commercially reasonable efforts to cause any such additional Registration Statement to become effective no later than 120 days after the Filing Date. The Company will use its commercially reasonable efforts to cause any such additional Registration Statement filed pursuant to this Section 2.1(a) to be continuously effective under the Securities Act for the Effectiveness Period. A Registration Statement filed pursuant to this Section 2.l(a) shall be on such appropriate registration form of the Commission as shall be selected by the Company. A Registration Statement when declared effective (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (and, in the case of any prospectus contained in such Registration Statement, in the light of the circumstances under which a statement is made). As soon as practicable following the date that a Registration Statement becomes effective, but in any event within five (5) Business Days of such date, the Company shall provide the Holders with written notice of the effectiveness of a Registration Statement. For the avoidance of doubt, in no event shall the Company be required to file more than two Registration Statements pursuant to this Section 2.1(a).

(b) Delay Rights. Notwithstanding anything to the contrary contained herein, the Company may, upon written notice to any Selling Holder whose Registrable Securities are included in a Registration Statement, suspend such Selling Holder's use of any prospectus which is a part of such Registration Statement (in which event the Selling Holder shall discontinue sales of the Registrable Securities pursuant to such Registration Statement) if (i) the Company is pursuing an acquisition, merger, reorganization, disposition or other similar transaction and the Company determines in good faith that the Company's ability to pursue or consummate such a transaction would be materially and adversely affected by any required disclosure of such transaction in such Registration Statement (a "Subject Transaction") or (ii) the Company has experienced some other material non-public event, the disclosure of which at such time, in the good faith judgment of the Company, would materially and adversely affect the Company; *provided*, *however*, that in no event shall the Selling Holders be suspended from selling Registrable Securities pursuant to such Registration Statement for a period that exceeds an aggregate of 60 days in any 180 day period or 105 days in any 365 day period. Upon disclosure of such information or the termination of the condition described above, the Company shall provide prompt notice to the Selling Holders whose Registrable Securities are included in such Registration Statement, and shall promptly terminate any suspension of sales it has put into effect and shall take such other actions necessary or appropriate to permit registered sales of Registrable Securities as contemplated in this Agreement. If the Company exercises its suspension rights under this Section 2.1(b), then during such suspension period the Company shall not engage in any transaction involving the offer, issuance, sale or purchase of Company

equity securities (whether for the benefit of the Company or any other Person), except in connection with (i) the Subject Transaction, if applicable, and (ii) transactions involving the issuance or purchase of Company equity securities as contemplated by Company employee benefit plans or employee or director arrangements. The Company will only exercise its suspension rights under clause (i) or (ii) of this Section 2.1(b) if it exercises similar suspension rights under all other registration agreements to which any Other Holder (defined herein) is a party.

Section 2.2 Piggyback Registration.

(a) Participation. If at any time the Company proposes to file (i) at a time when the Company is not a WKSI, a Registration Statement and such Holder has not previously included its Registrable Securities in a Registration Statement contemplated by Section 2.1(a) of this Agreement that is currently effective, or (ii) a prospectus supplement to an effective "automatic" registration statement, so long as the Company is a WKSI at such time or, whether or not the Company is a WKSI, so long as the Registrable Securities were previously included in the underlying shelf Registration Statement or are included on an effective Registration Statement, or in any case in which Holders may participate in such offering without the filing of a post-effective amendment, in each case, for the sale of Common Units in an Underwritten Offering for its own account and/or the account of another Person, other than (a) a registration relating solely to employee benefit plans, (b) a registration relating solely to a Rule 145 transaction, or (c) a registration on any registration form which does not permit secondary sales, then the Company shall give not less than three Business Days' notice (including, but not limited to, notification by electronic mail) (the "Piggyback Notice") of such proposed Underwritten Offering to each Holder (together with its Affiliates) owning more than $32.5 million of Common Units, calculated on the basis of the Purchased Unit Price, and such Piggyback Notice shall offer such Holder the opportunity to include in such Underwritten Offering such number of Registrable Securities (the "Included Registrable Securities") as such Holder may request in writing (a "Piggyback Registration"); *provided, however*, that the Company shall not be required to offer such opportunity (aa) to such Holders if the Holders, together with their Affiliates, do not offer a minimum of $20 million of Registrable Securities, in the aggregate (determined by multiplying the number of Registrable Securities owned by the average of the closing price on the NYSE for the Common Units for the ten trading days preceding the date of such notice), or (bb) to such Holders if and to the extent that the Company has been advised by the Managing Underwriter that the inclusion of Registrable Securities for sale for the benefit of such Holders will have a material adverse effect on the price, timing or distribution of the Common Units in the Underwritten Offering, then the amount of Registrable Securities to be offered for the accounts of Holders shall be determined based on the provisions of Section 2.2(b). Each Piggyback Notice shall be provided to Holders on a Business Day pursuant to Section 3.1. Each such Holder will have two Business Days (or one Business Day in connection with any overnight or bought Underwritten Offering) after such Piggyback Notice has been delivered to specifically request in writing the inclusion of Registrable Securities in the Underwritten Offering. If no request for inclusion from a Holder is received within the specified time, such Holder shall have no further right to participate in such Piggyback Registration. If, at any time after giving written notice of its intention to undertake an Underwritten Offering and prior to the closing of such Underwritten Offering, the Company shall determine for any reason not to undertake or to delay such Underwritten Offering, the Company may, at its election, give written notice of such

determination to the Selling Holders and, (AA) in the case of a determination not to undertake such Underwritten Offering, shall be relieved of its obligation to sell any Included Registrable Securities in connection with such terminated Underwritten Offering, and (BB) in the case of a determination to delay such Underwritten Offering, shall be permitted to delay offering any Included Registrable Securities for the same period as the delay in the Underwritten Offering. Any Selling Holder shall have the right to withdraw such Selling Holder's request for inclusion of such Selling Holder's Registrable Securities in such Underwritten Offering by giving written notice to the Company of such withdrawal up to and including the time of pricing of such offering. Any Holder may deliver written notice (a "Piggyback Opt-Out Notice") to the Company requesting that such Holder not receive notice from the Company of any proposed Underwritten Offering; *provided, however*, that such Holder may later revoke any such Piggyback Opt-Out Notice in writing. Following receipt of a Piggyback Opt-Out Notice from a Holder (unless subsequently revoked), the Company shall not be required to deliver any notice to such Holder pursuant to this Section 2.2(a) and such Holder shall no longer be entitled to participate in Underwritten Offerings by the Company pursuant to this Section 2.2(a), unless such Piggyback Opt-Out Notice is revoked by such Holder.

(b) Priority of Piggyback Registration. If the Managing Underwriter or Underwriters of any proposed Underwritten Offering advise the Company that the total amount of Registrable Securities that the Selling Holders and any other Persons intend to include in such offering exceeds the number that can be sold in such offering without being likely to have a material adverse effect on the price, timing or distribution of the Common Units offered or the market for the Common Units, then the Common Units to be included in such Underwritten Offering shall include the number of Registrable Securities that such Managing Underwriter or Underwriters advise the Company can be sold without having such adverse effect, with such number to be allocated (i) first, to the Company or such other Person on whose behalf the primary registration or offering is being made and (ii) second, pro rata among the Selling Holders and any other Persons who have been or are granted registration rights on or after the date of this Agreement (the "Other Holders"), who have requested participation in the Piggyback Registration (based, for each such Selling Holder or Other Holder, on the percentage derived by dividing (A) the number of Common Units proposed to be sold by such Selling Holder or such Other Holder in such offering; by (B) the aggregate number of Common Units proposed to be sold by all Selling Holders and all Other Holders in the Piggyback Registration).

(c) Termination of Piggyback Registration Rights. Each Holder's rights under this Section 2.2 shall terminate upon such Holder (together with its Affiliates) ceasing to hold at least $32.5 million of Registrable Securities (based on the Purchased Unit Price).

Section 2.3 Underwritten Offering.

(a) S-3 Registration. In the event that a Selling Holder (together with any Affiliates that are Selling Holders) elects to dispose of Registrable Securities under a Registration Statement pursuant to an Underwritten Offering of at least $32.5 million dollars of Registrable Securities, the Company shall, at the request of such Selling Holder, enter into an underwriting agreement in customary form with the Managing Underwriter or Underwriters selected by the Company, which shall include, among other provisions, indemnities to the effect and to the extent provided in Section 2.8, and shall take all such other reasonable actions as are

requested by the Managing Underwriter in order to expedite or facilitate the disposition of such Registrable Securities.

(b) General Procedures. In connection with any underwriting agreement contemplated by Section 2.3(a), each Selling Holder and the Company shall be obligated to enter into such underwriting agreement that contains such representations, covenants, indemnities (subject to Section 2.8) and other rights and obligations as are customary in underwriting agreements for firm commitment offerings of equity securities. No Selling Holder may participate in such Underwritten Offering unless such Selling Holder agrees to sell its Registrable Securities on the basis provided in such underwriting agreement and completes and executes all questionnaires, powers of attorney, indemnities and other documents reasonably required under the terms of such underwriting agreement. No Selling Holder shall be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Selling Holder, its authority to enter into such underwriting agreement and to sell, and its ownership of, the securities being registered on its behalf, its intended method of distribution and any other representation required by law. If any Selling Holder disapproves of the terms of an Underwritten Offering contemplated by this Section 2.3, such Selling Holder may elect to withdraw therefrom by notice to the Company and the Managing Underwriter; *provided*, *however*, that such withdrawal must be made at least one Business Day prior to the time of pricing of such Underwritten Offering to be effective. No such withdrawal or abandonment shall affect the Company's obligation to pay Registration Expenses. The Company's management may but shall not be required to participate in a roadshow or similar marketing effort in connection with any Underwritten Offering contemplated by this Section 2.3.

Section 2.4 Sale Procedures. In connection with its obligations under this Article II, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission such amendments and supplements to a Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for the Effectiveness Period and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;

(b) if a prospectus supplement will be used in connection with the marketing of an Underwritten Offering under a Registration Statement and the Managing Underwriter at any time shall notify the Company in writing that, in the sole judgment of such Managing Underwriter, inclusion of detailed information to be used in such prospectus supplement is of material importance to the success of such Underwritten Offering, the Company shall use its commercially reasonable efforts to include such information in the prospectus supplement;

(c) furnish to each Selling Holder (i) as far in advance as reasonably practicable before filing a Registration Statement or any other registration statement contemplated by this Agreement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object

to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing such Registration Statement or such other registration statement and the prospectus included therein or any supplement or amendment thereto, and (ii) such number of copies of such Registration Statement or such other registration statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement or other registration statement;

(d) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by any Registration Statement or any other registration statement contemplated by this Agreement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the Managing Underwriter, shall reasonably request; *provided, however*, that the Company will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject;

(e) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the filing of a Registration Statement or any other registration statement contemplated by this Agreement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to a Registration Statement or any other registration statement or any post-effective amendment thereto, when the same has become effective; and (ii) the receipt of any written comments from the Commission with respect to any filing referred to in clause (i) and any written request by the Commission for amendments or supplements to any such Registration Statement or any other registration statement or any prospectus or prospectus supplement thereto;

(f) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered by any of them under the Securities Act, of (i) the happening of any event as a result of which the prospectus or prospectus supplement contained in a Registration Statement or any other registration statement contemplated by this Agreement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus contained therein, in the light of the circumstances under which a statement is made); (ii) the issuance or express threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement or any other registration statement contemplated by this Agreement, or the initiation of any proceedings for that purpose; or (iii) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, the Company agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include 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 in the light of the circumstances then

existing and to take such other commercially reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto;

(g) subject to appropriate confidentiality obligations, furnish to each Selling Holder copies of any and all transmittal letters or other correspondence with the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering of Registrable Securities;

(h) in the case of an Underwritten Offering, furnish, or cause to be furnished, upon request, (i) an opinion of counsel for the Company addressed to the underwriters, dated the date of the closing under the applicable underwriting agreement and (ii) a "comfort" letter addressed to the underwriters, dated the pricing date of such Underwritten Offering and a letter of like kind dated the date of the closing under the applicable underwriting agreement, in each case, signed by the independent public accountants who have certified the Company's financial statements included or incorporated by reference into the applicable registration statement, and each of the opinion and the "comfort" letter shall be in customary form and covering substantially the same matters with respect to such registration statement (and the prospectus and any prospectus supplement) as have been customarily covered in opinions of issuer's counsel and in accountants' letters delivered to the underwriters in Underwritten Offerings of securities by the Company and such other matters as such underwriters may reasonably request;

(i) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement, which earnings statement shall satisfy the provisions of Section l1(a) of the Securities Act and Rule 158 promulgated thereunder;

(j) make available to the appropriate representatives of the Managing Underwriter and Selling Holders during normal business hours access to such information and Company personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; *provided, however*, that the Company need not disclose any non-public information to any such representative unless and until such representative has entered into a confidentiality agreement with the Company;

(k) use its commercially reasonable efforts to cause all Registrable Securities registered pursuant to this Agreement to be listed on each securities exchange or nationally recognized quotation system on which similar securities issued by the Company are then listed;

(l) use its commercially reasonable efforts to cause Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the Selling Holders to consummate the disposition of such Registrable Securities;

(m) provide a transfer agent and registrar for all Registrable Securities covered by any registration statement not later than the effective date of such registration statement;

(n) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of Registrable Securities; and

(o) if reasonably requested by a Selling Holder, (i) incorporate in a prospectus supplement or post-effective amendment such information as such Selling Holder reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; and (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment.

The Company shall not name a Holder as an underwriter (as defined in Section 2(a)(11) of the Securities Act) in any registration statement without such Holder's consent. If the staff of the Commission requires the Company to name any Holder as an underwriter (as defined in Section 2(a)(11) of the Securities Act) or the Company deems it advisable, on the advice of counsel, to so name any Holder, and such Holder does not consent thereto, then such Holder's Registrable Securities shall not be included on the applicable registration statement, the Company shall have no further obligations hereunder with respect to Registrable Securities held by such Holder and such Holder shall have been deemed to have terminated this Agreement with respect to such Holder.

Each Selling Holder, upon receipt of notice from the Company of the happening of any event of the kind described in subsection (f) of this Section 2.4, shall forthwith discontinue offers and sales of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by subsection (f) of this Section 2.4 or until it is advised in writing by the Company that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings incorporated by reference in the prospectus, and, if so directed by the Company, such Selling Holder will, or will request the Managing Underwriter or Managing Underwriters, if any, to deliver to the Company (at the Company's expense) all copies in their possession or control, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

Section 2.5 Cooperation by Holders. The Company shall have no obligation to include Registrable Securities of a Holder in a Registration Statement or in an Underwritten Offering pursuant to Section 2.2(a) who has failed to timely furnish such information that the Company determines, after consultation with its counsel, is reasonably required in order for any registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

Section 2.6 Restrictions on Public Sale by Holders of Registrable Securities. Each Holder of Registrable Securities included in a Registration Statement agrees to enter into a customary letter agreement with underwriters providing that such Holder will not effect any public sale or distribution of Registrable Securities during the 45 calendar day period beginning on the date of a prospectus or prospectus supplement filed with the Commission with respect to

the pricing of any Underwritten Offering; *provided, however*, that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Company or the officers, directors or any other Affiliate of the Company on whom a restriction is imposed and (ii) the restrictions set forth in this Section 2.6 shall not apply to any Registrable Securities that are included in such Underwritten Offering by such Holder. In addition, this Section 2.6 shall not apply to any Holder that is not entitled to participate in such Underwritten Offering, whether because such Holder delivered a Piggyback Opt-Out Notice prior to receiving notice of the Underwritten Offering, because such Holder holds less than $32.5 million of the Common Units, calculated on the basis of the Purchased Unit Price, or because the Registrable Securities of such Holder have become eligible for resale pursuant to any section of Rule 144 under the Securities Act (or any similar provision then in effect) without any restriction (including, if the Holder is an Affiliate of the Company, restrictions that apply to sales by Affiliates).

Section 2.7 Expenses.

(a) Certain Definitions. "Registration Expenses" means all expenses incident to the Company's performance under or compliance with this Agreement to effect the registration of Registrable Securities on a Registration Statement pursuant to Section 2.1, a Piggyback Registration pursuant to Section 2.2, or an Underwritten Offering pursuant to Section 2.3, and the disposition of such Registrable Securities, including, without limitation, all registration, filing, securities exchange listing and NYSE fees, all registration, filing, qualification and other fees and expenses of complying with securities or blue sky laws, fees of the Financial Industry Regulatory Authority, fees of transfer agents and registrars, all word processing, duplicating and printing expenses, and the fees and disbursements of counsel and independent public accountants for the Company, including the expenses of any special audits or "cold comfort" letters required by or incident to such performance and compliance. "Selling Expenses" means all underwriting fees, discounts and selling commissions and transfer taxes allocable to the sale of the Registrable Securities.

(b) Expenses. The Company will pay all reasonable Registration Expenses, as determined in good faith, in connection with a shelf Registration, a Piggyback Registration or an Underwritten Offering, whether or not any sale is made pursuant to such shelf Registration, Piggyback Registration or Underwritten Offering. Each Selling Holder shall pay its pro rata share of all Selling Expenses in connection with any sale of its Registrable Securities hereunder. In addition, except as otherwise provided in Section 2.8, the Company shall not be responsible for professional fees (including legal fees) incurred by Holders in connection with the exercise of such Holders' rights hereunder.

Section 2.8 Indemnification.

(a) By the Company. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, the Company will indemnify and hold harmless each Selling Holder thereunder, its directors, officers, employees and agents and each Person, if any, who controls such Selling Holder within the meaning of the Securities Act and the Exchange Act, and its directors, officers, employees or agents (collectively, the "Selling Holder Indemnified Persons"), against any losses, claims, damages, expenses or liabilities

(including reasonable attorneys' fees and expenses) (collectively, "Losses"), joint or several, to which such Selling Holder Indemnified Person may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact (in the case of any prospectus, in light of the circumstances under which such statement is made) contained in the applicable Registration Statement or other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to

state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and will reimburse each such Selling Holder Indemnified Person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Loss or actions or proceedings; *provided*, *however*, that the Company will not be liable in any such case if and to the extent that any such Loss arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Selling Holder Indemnified Person in writing specifically for use in the applicable Registration Statement or other registration statement, or prospectus supplement, as applicable. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Selling Holder Indemnified Person, and shall survive the transfer of such securities by such Selling Holder.

(b) By Each Selling Holder. Each Selling Holder agrees severally and not jointly to indemnify and hold harmless the Company, the Managing Member, the Managing Member's directors, officers, employees and agents and each Person, who, directly or indirectly, controls the Company within the meaning of the Securities Act or of the Exchange Act to the same extent as the foregoing indemnity from the Company to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in a Registration Statement or any other registration statement contemplated by this Agreement, any preliminary prospectus, prospectus supplement, free writing prospectus or final prospectus contained therein, or any amendment or supplement thereto; *provided*, *however*, that the liability of each Selling Holder shall not be greater in amount than the dollar amount of the proceeds (net of any Selling Expenses) received by such Selling Holder from the sale of the Registrable Securities giving rise to such indemnification.

(c) Notice. Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission to so notify the indemnifying party shall not relieve it from any liability that it may have to any indemnified party other than under this Section 2.8(c) except to the extent that the indemnifying party is materially prejudiced by such failure. In any action brought against any indemnified party, it shall notify the indemnifying party of the commencement thereof. The indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 2.8 for any

legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; *provided*, *however*, that, (i) if the indemnifying party has failed to assume the defense or employ counsel reasonably satisfactory to the indemnified party or (ii) if the defendants in any such action include both the indemnified party and the indemnifying party and counsel to the indemnified party shall have concluded that there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, then the indemnified party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other reasonable expenses related to such participation to be reimbursed by the indemnifying party as incurred. Notwithstanding any other provision of this Agreement, no indemnifying party shall settle any action brought against any indemnified party with respect to which such indemnified party may be entitled to indemnification hereunder without the consent of the indemnified party, unless the settlement thereof imposes no liability or obligation on, includes a complete release from liability of, and does not contain any admission of wrongdoing by, the indemnified party.

(d) Contribution. If the indemnification provided for in this Section 2.8 is held by a court or government agency of competent jurisdiction to be unavailable to any indemnified party or is insufficient to hold them harmless in respect of any Losses, then each such indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations; *provided*, *however*, that in no event shall any Selling Holder be required to contribute an aggregate amount in excess of the dollar amount of proceeds (net of Selling Expenses) received by such Selling Holder from the sale of Registrable Securities giving rise to such indemnification. The relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact has been made by, or relates to, information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contributions pursuant to this paragraph were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to herein. The amount paid by an indemnified party as a result of the Losses referred to in the first sentence of this paragraph shall be deemed to include any legal and other expenses reasonably incurred by such indemnified party in connection with investigating or defending any Loss that is the subject of this paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

(e) Other Indemnification. The provisions of this Section 2.8 shall be in addition to any other rights to indemnification or contribution that an indemnified party may have pursuant to law, equity, contract or otherwise.

Section 2.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information regarding the Company available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date hereof;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at all times from and after the date hereof; and

(c) so long as a Holder owns any Registrable Securities, furnish (i) to the extent accurate, forthwith upon request, a written statement of the Company that it has complied with the reporting requirements of Rule 144 under the Securities Act and (ii) unless otherwise available via the Commission's EDGAR filing system, to such Holder forthwith upon request a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such Holder to sell any such securities without registration.

Section 2.10 Transfer or Assignment of Registration Rights. The rights to cause the Company to register Registrable Securities granted by the Company under this Article II may be transferred or assigned by each Holder to one or more transferees or assignees of Registrable Securities; *provided, however*, that (a) unless any such transferee or assignee is an Affiliate of, and after such transfer or assignment continues to be an Affiliate of, such Holder, the amount of Registrable Securities transferred or assigned to such transferee or assignee shall represent at least $32.5 million of Registrable Securities (based on the Purchased Unit Price), (b) the Company is given written notice prior to any said transfer or assignment, stating the name and address of each such transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned, (c) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of such transferring Holder under this Agreement and (d) the transferor or assignor is not relieved of any obligations or liabilities hereunder arising out of events occurring prior to such transfer.

Section 2.11 Limitation on Subsequent Registration Rights. From and after the date hereof, the Company shall not, without the prior written consent of the

Holders of a majority of the outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Company that would allow such current or future holder to require the Company to include securities in any registration statement filed by the Company on a basis other than *pari passu* with, or expressly subordinate to, the piggyback rights of the Holders of Registrable Securities hereunder.

ARTICLE III
MISCELLANEOUS

Section 3.1 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, air courier guaranteeing overnight delivery, personal delivery or (in the case of any notice given by the Company to the Investors) email to the following addresses:

(a) if to the Investors, to the address set forth next to each Investor's name on Schedule A, with copies, which shall not constitute notice, to:

Paul Hastings LLP
600 Travis Street, 58th Floor
Houston, Texas 77002
Email: jamesvallee@paulhastings.com
Attention: James E. Vallee
Facsimile: (713) 353-3100

EnCap Flatrock Midstream Fund II, L.P.
c/o EnCap Flatrock Midstream
1826 N. Loop 1604 West, Suite 200
San Antonio, Texas 78248
Attention: Bill Waldrip
Fax: 210-494-6762
e-mail: bw@efmidstream.com

(b) if to the Company:

EnLink Midstream, LLC
2501 Cedar Springs
Dallas, Texas 75201
Attention: General Counsel
Facsimile: 214-721-9299

with a copy, which shall not constitute notice, to:

Baker Botts L.L.P.
2001 Ross Avenue
Dallas, Texas 75201-2980
Attention: Doug Rayburn
Facsimile: 214-661-4634

or to such other address as the Company or the Investors may designate to each other in writing from time to time or, if to a transferee or assignee of the Investors or any transferee or assignee thereof, to such transferee or assignee at the address provided pursuant to Section 2.10. All notices and communications shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered, (ii) upon actual receipt if sent by certified or registered mail,

return receipt requested, or regular mail, if mailed, (iii) upon actual receipt of the facsimile or email copy, if sent via facsimile or email and (iv) upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 3.2 Successors and Assigns. This Agreement shall be binding upon the Company, the Investors and their respective successors and permitted assigns, including subsequent Holders of Registrable Securities to the extent permitted herein. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

Section 3.3 Assignment of Rights. Except as provided in Section 2.10, neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or transferred, by operation of law or otherwise, by any party hereto without the prior written consent of the other party.

Section 3.4 Recapitalization, Exchanges, Etc. Affecting Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all units of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, unit splits, recapitalizations, pro rata distributions of units and the like occurring after the date of this Agreement.

Section 3.5 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to seek an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity that such Person may have.

Section 3.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

Section 3.7 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 3.8 Governing Law, Submission to Jurisdiction. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or nonperformance of this Agreement (including any claim or cause of

action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement

or as an inducement to enter into this Agreement) will be construed in accordance with and governed by the laws of the State of Delaware without regard to principles of conflicts of laws that might otherwise require the application of the laws of any other jurisdiction. Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of Delaware, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Delaware over any such action. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 3.9 Waiver of Jury Trial. Each party to this Agreement irrevocably waives the right to a trial by jury in connection with any matter arising out of this Agreement to the fullest extent permitted by applicable law.

Section 3.10 Severability of Provisions. If any provision in this Agreement is held to be illegal, invalid, not binding, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, not binding, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect, shall be construed so as to give effect to the original intent of the parties as closely as possible.

Section 3.11 Entire Agreement. This Agreement and the Purchase Agreements and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and are intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto, in respect of the subject matter contained herein and therein. There are no, and neither the Company nor any of the Investors has relied upon, restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or in the Purchase Agreements with respect to the rights and obligations of the Company, the Investors or any of their respective Affiliates hereunder or thereunder, and each of the Company and the Investors expressly disclaims that it is owed any duties or is entitled to any remedies not expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

Section 3.12 Amendment. This Agreement may be amended only by means of a written amendment signed by the Company and the Holders of a majority of the then outstanding Registrable Securities; *provided*, *however*, that no such amendment shall adversely affect the rights of any Holder hereunder without the consent of such Holder. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Company or any Investor from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which such amendment, supplement, modification, waiver or consent has been made or given.

Section 3.13 No Presumption. This Agreement has been reviewed and negotiated by sophisticated parties with access to legal counsel and shall not be construed against the drafter.

Section 3.14 Obligations Limited to Parties to Agreement. Each of the parties hereto covenants, agrees and acknowledges that, other than as set forth herein, no Person other than the Investors, the Selling Holders, their respective permitted assignees and the Company shall have any obligation hereunder and that, notwithstanding that one or more of such Persons may be a corporation, partnership or limited liability company, no recourse under this Agreement or under any documents or instruments delivered in connection herewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of such Persons or their respective permitted assignees, or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of such Persons or any of their respective assignees, or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder or Affiliate of any of the foregoing, as such, for any obligations of such Persons or their respective permitted assignees under this Agreement or any documents or instruments delivered in connection herewith or for any claim based on, in respect of or by reason of such obligation or its creation, except, in each case, for any assignee of an Investor or a Selling Holder hereunder.

Section 3.15 Interpretation. Article, Section and Schedule references herein refer to articles and sections of, or schedules to, this Agreement, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to." Whenever any party has an obligation under this Agreement, the expense of complying with that obligation shall be an expense of the applicable Investor unless otherwise specified. Any reference in this Agreement to $ shall mean U.S. dollars. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any words imparting the singular number only shall include the plural and vice versa. Words such as "herein,"

hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision of this Agreement in which such words appear, unless the context otherwise requires. Whenever any determination, consent or approval is to be made or given by an Investor under this Agreement, such action shall be in such Investor's sole discretion unless otherwise specified.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY

ENLINK MIDSTREAM, LLC

By: EnLink Midstream Manager, LLC,
its managing member

By: /s/ Benjamin D. Lamb
Name: Benjamin D. Lamb
Title: Senior Vice President — Finance and
Corporate Development

INVESTORS

TALL OAK MIDSTREAM, LLC

By: /s/ Max J. Myers
Name: Max J. Myers
Title: Chief Financial Officer

FE-STACK, LLC

By: /s/ Skye Callantine
Name: Skye Callantine
Title: Manager of Felix Energy, LLC,
its Authorized Member

[Signature Page to Registration Rights Agreement]

SCHEDULE A

Investor	Address
Tall Oak Midstream, LLC	2575 Kelley Pointe Parkway, Suite 340 Edmond, OK 73013 Attention: Max Myers Phone: 405.888.5585 Facsimile: 405.285.7385 Email: mmyers@talloakmidstream.com
FE-STACK, LLC	1530 16th Street, Suite 500 Denver, Colorado 80202 Attention: Skye Callantine Phone: 720.974.2052 Email: skyec@felix-energy.com

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