

**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): **July 17, 2018**

**ENLINK MIDSTREAM PARTNERS, LP**

(Exact name of registrant as specified in its charter)

**DELAWARE**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**001-36340**  
(Commission File  
Number)

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

**1722 ROUTH STREET, SUITE 1300  
DALLAS, TEXAS**  
(Address of Principal Executive Offices)

**75201**  
(Zip Code)

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.01. Changes in Control of Registrant.**

On July 18, 2018, the transactions (collectively, the "Transactions") contemplated by the previously disclosed Purchase Agreement, dated June 5, 2018, by and among Devon Gas Services, L.P. ("DGS") and Southwestern Gas Pipeline, L.L.C. ("SGP" and, together with DGS, the "Sellers"), each of which is a subsidiary of Devon Energy Corporation, EnLink Midstream Manager, LLC, acting solely in its individual capacity and not in its capacity as managing member of EnLink Midstream, LLC ("ENLC"), and GIP III Stetson I, L.P. ("GIP Stetson I") and GIP III Stetson II, L.P. ("GIP Stetson II") and, together with GIP Stetson I, the "Purchasers"), each of which is an affiliate of Global Infrastructure Partners ("GIP"), were consummated (the "Closing"). Pursuant to the Purchase Agreement, (i) GIP Stetson I acquired all of the equity interests held by DGS and SGP in EnLink Midstream Partners, LP (the "Partnership" and, together with ENLC, "EnLink") and all of the equity interests held by DGS in EnLink Midstream Manager, LLC, the managing member of ENLC (the "Manager"), and (ii) GIP Stetson II acquired all of the equity interests held by DGS in ENLC, in each case, in exchange for aggregate consideration of \$3,125,000,000 in cash, which was paid to the Sellers. The Purchasers funded \$1,000,000,000 of the consideration through borrowings under a new senior secured credit facility, with the remainder funded through a capital contribution from limited partners of GIP investment funds.

As a result of the Transactions, GIP Stetson I acquired control of the Manager and ENLC, and, as a result of ENLC's indirect ownership of EnLink Midstream GP, LLC, the general partner of the Partnership (the "General Partner" and, together with the Manager, the "EnLink Companies"), GIP Stetson I has the ability to control the Partnership's management and operations. Upon the Closing, (i) GIP Stetson I owns 100% of the outstanding limited liability company interests in the Manager and approximately 23% of the outstanding limited partner interests in the Partnership, and (ii) GIP Stetson II owns approximately 64% of the outstanding limited liability company interests in ENLC.

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

**Director Resignations and Appointments**

In connection with the Closing, on July 18, 2018, David A. Hager, Kevin D. Lafferty, R. Alan Marcum, Mary P. Ricciardello, Jeffrey L. Ritenour, Lyndon C. Taylor, and Tony D. Vaughn each tendered his or her resignation from the Board of Directors of the General Partner (the "GP Board"), and Ms. Ricciardello resigned from the Audit Committee of the GP Board (the "Audit Committee") and Mr. Hager resigned from the Compensation Committee of the GP Board (the "Compensation Committee"), in each

case, effective as of the Closing. The foregoing resignations did not result from a disagreement with the General Partner. Barry E. Davis, Leldon E. Echols, Michael J. Garberding, Scott A. Griffiths, Christopher Ortega, and Kyle D. Vann (collectively, the “Continuing Directors”) will continue to serve on the GP Board.

2

Additionally, on July 18, 2018, in its capacity as the sole member of the General Partner and pursuant to the Amended and Restated GP Agreement (as defined below), EnLink Midstream, Inc. (“EMI”) decreased the size of the GP Board from thirteen members to nine members and appointed each of the following additional individuals to the GP Board (the “New Directors”):

William J. Brilliant  
Matthew C. Harris  
William A. Woodburn

In addition, the GP Board appointed Mr. Griffiths to serve on the Audit Committee in the vacancy left by the resignation of Ms. Ricciardello and appointed Mr. Brilliant to serve on the Compensation Committee in the vacancy left by the resignation of Mr. Hager.

Biographical information for each of the New Directors is set forth below:

William J. Brilliant, 42, joined GIP in 2007 and was a Principal before being elected a Partner in 2015. He is a leader of GIP’s North American energy investment business. He led GIP’s investment in EnLink and is responsible for the origination, execution, management, and realization of investments. Mr. Brilliant is a member of GIP’s Investment and Operating Committees and has been a member of GIP’s investment team since 2007. Prior to joining GIP, he was an investment banker at Lehman Brothers. Mr. Brilliant currently serves on the Boards of Directors of Hess Midstream Partners GP LLC and Hess Infrastructure Partners. He previously served as a director of the general partner of Access Midstream Partners L.P. from June 2012 through July 2014. Mr. Brilliant holds a B.A. from the University of California at Los Angeles and an M.B.A. from the Wharton School of the University of Pennsylvania. He was selected to serve as a director due to, among other factors, his energy industry background, particularly his expertise in mergers and acquisitions.

Matthew C. Harris, 57, is a Founding Partner of GIP and leads GIP’s global energy industry investment team, including crude oil and refined product, natural gas, electricity, LNG, metals and mining, and petrochemicals. He is a member of GIP’s Investment, Operating, and Portfolio Valuation Committees. Mr. Harris has been intimately involved in GIP’s investment, management, and strategic activities since its formation in 2006. He is a member of the Board of Directors of Hess Infrastructure Partners. Prior to the formation of GIP in 2006, Mr. Harris was a Managing Director in the Investment Banking Division of Credit Suisse and Co-Head of the Global Energy Group and Head of the EMEA Emerging Markets Group. Prior to his tenure at Credit Suisse, he was a senior member of the Mergers and Acquisitions Group at Kidder Peabody & Co. Incorporated. Mr. Harris previously served as a director of the general partner of Access Midstream Partners L.P. from January 2010 through December 2013. He holds a B.A. (cum laude) from the University of California at Los Angeles. Mr. Harris was selected to serve as a director due to, among other factors, his investment and strategic experience, his leadership skills, and his experience in mergers and acquisitions.

William A. Woodburn, 67, is a Founding Partner of GIP and currently oversees GIP’s Operating Team. He is a member of GIP’s Investment, Operating, and Portfolio Valuation

3

Committees and serves as chairman of its Portfolio Committee. Mr. Woodburn is a director of the following GIP portfolio companies: Gatwick Airport Limited, Competitive Power Ventures, Hess Midstream Partners and Naturgy SDG, S.A. (formerly Gas Natural SDG, S.A). Prior to the formation of GIP in 2006, he was the President and Chief Executive Officer of GE Infrastructure. From 2000 to 2001, Mr. Woodburn served as Executive Vice President and member of the Office of Chief Executive Officer at GE Capital and served as a member of the board of GE Capital. From 1984 to 2000, he held several senior roles at GE, including President and Chief Executive Officer of GE Specialty Materials and Vice President of GE Lighting. Prior to joining GE, Mr. Woodburn was an engagement manager at McKinsey & Company for four years, focusing on the energy and transportation industries, and he held process engineering and marketing positions at Union Carbide’s Linde Division for five years. Mr. Woodburn previously served as a director of the general partner of Access Midstream Partners L.P. from January 2010 through July 2014. He currently serves on the board of directors of Hess Midstream Partners GP LLC. Mr. Woodburn holds M.S. and B.S. degrees in Engineering from Northwestern University and the U.S. Merchant Marine Academy, respectively. He was selected to serve as a director due to, among other factors, his experience in the energy industry and his leadership skills.

The New Directors, as officers of GIP, will not receive any separate compensation for their respective service as directors.

#### ***Indemnification Agreements***

The Partnership has a practice of entering into indemnification agreements with each of the General Partner’s directors and executive officers. Effective July 18, 2018, the Partnership entered into (i) new indemnification agreements with each of the New Directors and (ii) amended and restated indemnification agreements (collectively, the “Indemnification Agreements”) with the Continuing Directors and the executive officers of the General Partner. ENLC is also a party to the Indemnification Agreements with the executive officers and the directors who serve on both the GP Board and the Board of Directors of the Manager. Under the terms of the Indemnification Agreements, the Partnership and ENLC (as applicable) agree to indemnify and hold each director and executive officer (collectively, the “Indemnitees”) harmless from and against any and all losses, claims, damages, liabilities, judgments, fines, taxes (including ERISA excise taxes), penalties (whether civil, criminal, or other), interest, assessments, amounts paid or payable in settlements, or other amounts and any and all “expenses” (as defined in the Indemnification Agreements) arising from any and all threatened, pending, or completed claims, demands, actions, suits, proceedings, or alternative dispute mechanisms, whether civil, criminal, administrative, arbitral, investigative, or otherwise, whether made pursuant to federal, state, or local law, whether formal or informal, and including appeals, in each case, which the Indemnitee may be involved, or is threatened to be involved, as a party, a witness, or otherwise, including any inquiries, hearings, or investigations that the Indemnitee determines might lead to the institution of any proceeding, related to the fact that Indemnitee is or was a director, manager, or officer of the Partnership, the General Partner, ENLC (as applicable), or the Manager (as applicable), or is or was serving at the request of the Partnership, the General Partner, ENLC (as applicable), or the Manager (as applicable) as a manager, managing member, general partner, director, officer, fiduciary, trustee, or agent of any other entity, organization, or person of any nature. The Partnership and ENLC (as applicable)

4

have also agreed to advance the expenses of an Indemnitee relating to the foregoing. To the extent that a change in the laws of the State of Delaware permits greater indemnification under any statute, agreement, organizational document, or governing document than would be afforded under the Indemnification Agreements as of the date of the Indemnification Agreements, the Indemnitee shall enjoy the greater benefits so afforded by such change.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the complete text of the Form of Indemnification Agreement, the form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this “Current Report”) and is incorporated herein by reference.

## Waived Vesting of Equity Awards

On July 17, 2018, the General Partner and ENLC entered into letter agreements (the “Waiver Agreements”) with certain officers of the EnLink Companies pursuant to which such officers agreed to waive their right to accelerated vesting due to the Closing with respect to all of their currently unvested performance equity awards (the “Waiver Awards”), which were granted to such officers under the EnLink Midstream GP, LLC Long-Term Incentive Plan (As Amended and Restated in 2016) (the “GP LTIP”) and the EnLink Midstream, LLC 2014 Long-Term Incentive Plan (the “ENLC LTIP”). Without such Waiver Agreements, the restricted incentive units subject to the Waiver Awards would have vested and the performance period would have terminated upon the consummation of the change in control described under Item 5.01 of this Current Report. Each person with unvested performance equity awards had the opportunity to enter into a Waiver Agreement with the General Partner and ENLC. Among other officers, Barry E. Davis and Michael J. Garberding, each of whom is a named executive officer, chose to enter into Waiver Agreements, which are described below.

The Waiver Agreement with Mr. Davis provides that (i) each of his Waiver Awards was amended, effective immediately prior to the Closing, to provide that such awards did not vest due to the Closing, but remain subject to forfeiture and will vest, if at all, in accordance with other existing terms of such Waiver Awards (except as described below), which performance goal and vesting terms of the Waiver Awards are disclosed in each of the Partnership’s Annual Report on Form 10-K (the “Partnership 2017 10-K”) and ENLC’s Annual Report on Form 10-K (the “ENLC 2017 10-K”, and, together with the Partnership 2017 10-K, the “2017 10-Ks”), as applicable, each filed with the Securities and Exchange Commission on February 21, 2018, (ii) Mr. Davis’ Waiver Awards will neither be subject to any forfeiture nor acceleration of vesting as a result of any retirement or termination due to his voluntary resignation with or without good reason (such retirement or termination, a “Self-Termination”) such that his Waiver Awards will remain outstanding and will vest, if at all, in accordance with other existing terms of such Waiver Awards (provided that, in connection with any such Self-Termination, each EnLink Company may condition the treatment in this clause (i) on Mr. Davis agreeing to enter into a consulting arrangement that will apply for the benefit of EnLink during the remainder of the performance period applicable to such awards), (ii) in the event of a qualifying termination (other than an applicable Self-Termination) following the Closing and during the performance period applicable to the Waiver Awards, 100% of the restricted incentive units that are subject to such Waiver Awards will vest, and (iii) at the close of the performance period applicable to such Waiver

5

---

Award, at least 100% of the restricted incentive units that are subject to his Waiver Awards will vest, assuming a vesting or forfeiture event under the applicable award agreement does not occur prior to the close of such performance period.

The Waiver Agreement with Mr. Garberding provides that (i) each of his Waiver Awards was amended, effective immediately prior to the Closing, to provide that such awards did not vest due to the Closing, but remain subject to forfeiture and will vest, if at all, in accordance with other existing terms of such Waiver Awards (except as described below), which performance goal and vesting terms of the Waiver Awards are disclosed in each of the 2017 10-Ks, (ii) in the event of his qualifying termination following the Closing and during the performance period applicable to such Waiver Award, 100% of the restricted incentive units that are subject to such Waiver Award will vest, and (iii) at the close of the performance period applicable to such Waiver Award, at least 100% of the restricted incentive units that are subject to his Waiver Awards that were granted to Mr. Garberding after September 30, 2016 will vest, assuming a vesting or forfeiture event under the applicable award agreement does not occur prior to the close of such performance period.

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

On July 18, 2018, in connection with the Closing, EMI entered into the Fourth Amended and Restated Limited Liability Company Agreement of the General Partner (the “Amended and Restated GP Agreement”) to provide, among other matters, that (i) with respect to any meeting of the GP Board, the presence of directors having the ability to cast a number of votes equal to, or in excess of, a majority of the total number of votes eligible to be cast by all of the directors then in office shall constitute a quorum for the transaction of business, (ii) the effectiveness of any vote, consent, or other action of the GP Board will require the presence of a quorum (as described in the foregoing clause (i)) and the affirmative vote of the directors present and having a number of votes equal to, or in excess of, a majority of the total number of votes eligible to be cast by all of the directors then in office, and (iii) EMI shall have the right from time to time to modify the number of votes allocated to any director (other than any Independent Director (as defined in the Amended and Restated GP Agreement)), which allocation may be disproportionate among the directors so long as each director has at least one vote. Prior to the effectiveness of the Amended and Restated GP Agreement, the presence of a quorum of the GP Board and the action of the GP Board required a majority of the number of applicable directors and each director had one vote. In connection with the Amended and Restated GP Agreement, EMI allocated to the New Directors (none of whom is an Independent Director) the following number of votes, with each other director maintaining one vote: William J. Brilliant, two votes; Matthew C. Harris, three votes; and William A. Woodburn, two votes.

The foregoing description of the Amended and Restated GP Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amended and Restated GP Agreement, a copy of which is filed as Exhibit 3.1 to this Current Report.

6

---

### Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

**EXHIBIT  
NUMBER**

**DESCRIPTION**

3.1	—	<a href="#">Fourth Amended and Restated Limited Liability Company Agreement of EnLink Midstream GP, LLC, dated as of July 18, 2018.</a>
10.1	—	<a href="#">Form of Indemnification Agreement.</a>

7

---

### 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 PARTNERS, LP

By: EnLink Midstream GP, LLC,  
its General Partner

Date: July 23, 2018

By: /s/ Eric D. Batchelder  
Eric D. Batchelder  
Executive Vice President and  
Chief Financial Officer

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

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of EnLink Midstream GP, LLC, a Delaware limited liability company (the “**Company**”), dated as of the 18<sup>th</sup> day of July, 2018, is adopted, executed and agreed to, for good and valuable consideration, by EnLink Midstream, Inc., a Delaware corporation and the sole member of the Company (“**EMI**”).

**RECITALS:**

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

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

WHEREAS, EMI, as the sole member, adopted, executed and agreed to enter into a Second Amended and Restated Limited Liability Company Agreement relating to the Company on March 7, 2014;

WHEREAS, EMI, as the sole member, adopted, executed and agreed to enter into a Third Amended and Restated Limited Liability Company Agreement relating to the Company on July 7, 2014, as amended by Amendment No. 1 to Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of January 7, 2016 (as amended, the “**Prior Agreement**”);

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

**ARTICLE I  
DEFINITIONS**

**Section 1.01 Definitions.**

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

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

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person. For the

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

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

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

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

“**Board Representation Agreement**” has the meaning given such term in Section 5.02.

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

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

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

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

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

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

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

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

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

“GAAP” means generally accepted accounting principles.

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

“Indemnitee” means (a) any Person who is or was an Affiliate of the Company, (b) any Person who is or was a member, partner, officer, director, employee, agent or trustee of the Company or any Affiliate of the Company and (c) any Person who is or was serving at the request of the Company or any Affiliate of the Company as an officer, director, employee, member, partner, agent, fiduciary or trustee of another Person; *provided*, that a Person shall not be an Indemnitee by reason of providing, on a fee for-services basis, trustee, fiduciary or custodial services.

“Investor Designated Director” has the meaning given such term in Section 5.02.

“Majority of Voting Power” means the eligibility of one or more Directors to cast a number of votes equal to, or in excess of, a majority of the total number of votes eligible to be cast by all of the Directors then in office.

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

“Membership Interest” means all of the Member’s rights and interests in the Company in the Member’s capacity as a Member, all as provided in the Delaware Certificate, this Agreement and the Act, including the Member’s interest in the capital, income, gain, deductions, losses and credits of the Company.

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

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

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

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

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

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

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

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

---

**Section 1.02 Construction.**

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

**ARTICLE II  
ORGANIZATION**

**Section 2.01 Formation.**

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

**Section 2.02 Name**

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

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

The name of the Company’s registered agent for service of process is The Corporation Trust Company, and the address of the Company’s registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The principal place of business of the Company shall be located at 1722 Routh Street, Suite 1300, Dallas, Texas 75201. The Board may change the Company’s registered agent or the location of the Company’s registered office or principal place of business as the Board may from time to time determine.

**Section 2.04 Purposes.**

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

(b) Subject to the limitations expressly set forth in this Agreement, the Company shall have the power and authority to do any and all acts and things deemed necessary or desirable by the Board to further the Company’s purposes and carry on its business, including, the following:

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

- (ii) entering into any kind of activity and performing contracts of any kind necessary or desirable for the accomplishment of its business (including the business of the MLP and its subsidiaries);
- (iii) acquiring any property, real or personal, in fee or under lease or license, or any rights therein or appurtenant thereto, necessary or desirable for the accomplishment of its business;
- (iv) borrowing money and issuing evidences of indebtedness and securing any such indebtedness by mortgage or pledge of, or other lien on, the assets of the Company;
- (v) entering into such instruments and agreements as the Board may deem necessary or desirable for the ownership, management, operation, leasing and sale of the Company's property; and
- (vi) negotiating and concluding agreements for the sale, exchange or other disposition of all or substantially all of the properties of the Company, or for the refinancing of any loan or payment obtained by the Company.

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

**Section 2.05 Foreign Qualification.**

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

**Section 2.06 Term.**

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

**ARTICLE III  
OWNERSHIP INTEREST**

**Section 3.01 Interest.**

On July 12, 2002, EMI formed the Company as a limited liability company pursuant to the provisions of the Act by virtue of the filing of the Delaware Certificate with the Secretary of

5

---

State of the State of Delaware and became owner of the entire equity interest of the Company and as such the Membership Interest held by the Member is the only outstanding Membership Interest of the Company.

**Section 3.02 Voting.**

Unless otherwise granted to the Board of Directors in the Delaware Certificate or this Agreement, the Member shall possess the entire voting interest in all matters relating to the Company, including matters relating to the amendment of this Agreement, any merger, consolidation or conversion of the Company, sale of all or substantially all of the assets of the Company and the termination, dissolution and liquidation of the Company.

**Section 3.03 Distribution.**

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

**Section 3.04 No Liability of Member.**

Except as otherwise required by applicable law, the Member shall not have any personal liability whatsoever hereunder in its capacity as the Member, whether to the Company, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company.

**ARTICLE IV  
CAPITAL CONTRIBUTIONS**

**Section 4.01 Initial Capital Contribution.**

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

**ARTICLE V  
MANAGEMENT**

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

The business and affairs of the Company shall be fully vested in, and managed by, a Board of Directors (the "Board"), subject to the officers elected pursuant to Article VI hereof. The Directors and officers shall collectively constitute "managers" of the Company within the meaning of the Act. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board, on the one hand, and the officers, on the other hand, shall be identical to the authority and functions of the board of directors and officers, respectively, of a corporation organized under the General Corporation Law of the State of Delaware; *provided, however*, that for clarification, the Board may, in its discretion, delegate to the officers any management power, authority or function vested in the Board of Directors, regardless of whether the board of director of a corporation organized under the General Corporation Law of the State of Delaware could delegate such power, authority or function to the officers of such a corporation. The officers

shall be vested with such powers and duties as are set forth in Article VI hereof and as are specified by the Board. Accordingly, except as otherwise specifically provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board, and the day-to-day activities of the Company shall be conducted on the Company's behalf by the officers who shall be agents of the Company.

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

**Section 5.02 Number; Qualification; Tenure.**

The number of directors constituting the Board (the "**Directors**") shall be nine, unless otherwise increased or decreased from time to time by the Member or pursuant to a resolution adopted by the Directors; provided, however, that the number of Directors shall not be less than two and shall not be more than 13. Except as provided in the next succeeding sentence, each such director shall be elected or approved by the Member and shall serve as a Director of the Company until his or her death or removal from office or until his or her successor is elected and qualified. One director (the "**Investor Designated Director**") shall be elected or approved pursuant to that certain Board Representation Agreement, dated as of January 7, 2016, to which the Company and the Member are parties (the "**Board Representation Agreement**") and shall serve until his or her death, resignation or removal from office or until his or her successor is elected and qualified, as provided in the Board Representation Agreement; provided, however, that upon the occurrence of a Designation Right Termination Event (as defined in the Board Representation Agreement), the director then serving as the Investor Designated Director may be removed by, and will resign upon the request of, the Member or the determination of the other Directors by the affirmative vote of such Directors having a Majority of Voting Power. The Member may from time to time appoint one or more observers to the Board.

As of the date of this Agreement, the Directors of the Company are Barry E. Davis, Michael J. Garberding, William J. Brilliant, Matthew C. Harris, William A. Woodburn, Scott A. Griffiths, Leldon E. Echols, Kyle D. Vann and Christopher Ortega.

**Section 5.03 Regular Meetings.**

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

**Section 5.04 Notice.**

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

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

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

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

**Section 5.06 Conference Telephone Meetings.**

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

**Section 5.07 Quorum; Voting.**

(a) The Directors having a Majority of Voting Power, present in person or participating in accordance with Section 5.06, shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, the Directors present and having a number of votes equal to, or in excess of, a majority of the total number of votes eligible to be cast by the then-present Directors may adjourn the meeting from time to time without further notice. The Directors present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum; however, only the acts of the Directors having a Majority of Voting Power shall be acts of the Board.

(b) Except as otherwise provided in this Agreement, each Director shall have one vote on each matter brought before the Board for consideration; provided, however, that the Member shall have the right from time to time to modify the number of votes allocated to any Director (other than any Independent Director), which allocation may be disproportionate among the Directors so long as each Director has at least one vote. If, at any time, any Director has more than one vote, then any vote, consent, abstention, or other action by such Director with respect to any matter brought before the Board for consideration shall apply to each of the votes eligible to be cast by such Director. Except as otherwise required by Applicable Law, all actions of the Board shall require the affirmative vote of the Directors having a Majority of Voting Power.

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

Unless otherwise provided in this Agreement, vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by the Member or by the Directors then in office having a Majority of Voting Power, although less than a quorum, or a sole remaining Director; and any Director so chosen shall hold office until the next



(as defined in the Board Representation Agreement) any vacancy by the Investor Designated Director shall be filled only as provided in the Board Representation Agreement.

**Section 5.09 Committees.**

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

(b) A majority of any committee, present in person or participating in accordance with Section 5.06, shall constitute a quorum, for the transaction of business of such committee. Except as otherwise required by Applicable Law, all decisions of any committee of the Board shall require the affirmative vote of a majority of all members of such committee.

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

**Section 5.10 Removal.**

Any Director or the entire Board may be removed, with or without cause, by the Member; *provided, however*, until the occurrence of a Designation Right Termination Event (as defined in the Board Representation Agreement), the Investor Designated Director shall be removed only as provided in the Board Representation Agreement.

**ARTICLE VI  
OFFICERS**

**Section 6.01 Elected Officers.**

The officers of the Company shall serve at the pleasure of the Board. Such officers shall have the authority and duties delegated to each of them, respectively, by the Board from time to time. The elected officers of the Company shall be a Chairman of the Board, a President, a Treasurer, a Secretary, and such other officers (including Executive Vice Presidents, Senior Vice Presidents and Vice Presidents) as the Board from time to time may deem proper. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. The Board or any committee thereof may from time to time elect, such other officers (including one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers), as may be necessary or desirable for the conduct of the business of the Company. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in this Agreement or as may, be prescribed by the Board or such committee, as the case may be.

9

---

**Section 6.02 Election and Term of Office.**

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

**Section 6.03 Chairman of the Board.**

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

**Section 6.04 President.**

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

**Section 6.05 Treasurer.**

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

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

10

---

**Section 6.06 Vice Presidents.**

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

**Section 6.07 Secretary.**

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

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

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

**Section 6.08 Removal.**

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

**Section 6.09 Vacancies.**

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

11

---

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

**Section 7.01 Indemnification**

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee; *provided*, that in each case the Indemnitee acted in good faith and in a manner that such Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Section 7.01 shall be made only out of the assets of the Company.

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

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

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

12

---

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

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

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

(h) No amendment, modification or repeal of this Section 7.01 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Company, nor the obligations of the Company to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.01 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**Section 7.02 Liability of Indemnitees.**

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

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

equity, are agreed by the Member to replace such other duties and liabilities of such Indemnitee.

(c) Any amendment, modification or repeal of this Section 7.02 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability to the Company, and the Company's directors, officers and employees under this Section 7.02 as in effect immediately prior to such amendment, modification or repeal with respect to claims

arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**ARTICLE VIII  
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS**

**Section 8.01 Maintenance of Books.**

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

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

**Section 8.02 Reports.**

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

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

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

**Section 8.03 Bank Accounts.**

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

**ARTICLE IX  
DISSOLUTION AND TERMINATION**

**Section 9.01 Dissolution.**

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

(i) The direction of the Member to dissolve the Company; or

(ii) A decree of dissolution being entered with respect to the Company by a court of competent jurisdiction; or

(iii) A merger or consolidation under the Act where the Company is not the surviving entity in such merger or consolidation.

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

**Section 9.02 Effect of Dissolution.**

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

**Section 9.03 Application of Proceeds.**

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

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

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

(c) The remainder to the Member.

**ARTICLE X  
GENERAL PROVISIONS**

**Section 10.01 Offset.**

**Section 10.02 Notices.**

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

To the Company:

EnLink Midstream GP, LLC  
1722 Routh Street, Suite 1300  
Dallas, Texas 75201  
Telephone: (214) 953-9500  
Fax: (214) 721-9299

To the Member:

EnLink Midstream, Inc.  
1722 Routh Street, Suite 1300  
Dallas, Texas 75201  
Telephone: (214) 953-9500  
Fax: (214) 721-9299

**Section 10.03 Entire Agreement; Superseding Effect.**

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

**Section 10.04 Amendment or Restatement.**

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

**Section 10.05 Binding Effect.**

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

**Section 10.06 Governing Law; Severability.**

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

**Section 10.07 Invalidity of Provisions.**

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

**Section 10.08 Further Assurances.**

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

**Section 10.09 Counterparts.**

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

**Section 10.10 Jurisdiction.**

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

*[Remainder of Page Intentionally Left Blank]*

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

MEMBER:

**ENLINK MIDSTREAM, INC.**

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

*[Signature Page to Fourth Amended and Restated Limited Liability Company Agreement of EnLink Midstream GP, LLC]*

---

## INDEMNITY AGREEMENT

This Indemnity Agreement (this “Agreement”), effective on [·], is among (i) EnLink Midstream, LLC, a Delaware limited liability company (the “LLC”), and EnLink Midstream Partners, LP, a Delaware limited partnership (the “Partnership” and, together with the LLC, the “Company”), and (ii) [·] (“Indemnitee”), a director, manager, or officer of the General Partner or the Manager (each as defined below).

### RECITALS:

1. Indemnitee is a director, manager, or officer of EnLink Midstream Manager, LLC, the managing member of the LLC (the “Manager”).
2. The Manager manages the business and affairs of the LLC.
3. Indemnitee is a director, manager, or officer of EnLink Midstream GP, LLC, the general partner of the Partnership (the “General Partner”).
4. The General Partner manages the business and affairs of the Partnership.
5. As a condition to Indemnitee becoming a director, manager, or officer of the Manager or the General Partner (or continuing in that role), the Company has agreed to provide the indemnities and insurance and to advance expenses to Indemnitee as provided in this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties agree as follows:

### 1. Indemnity of Indemnitee.

(a) To the fullest extent permitted by law (in effect on the date hereof or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification), but subject to the terms and conditions provided in this Agreement, the Company will indemnify and hold Indemnitee harmless, from and against, any and all losses, claims, damages, liabilities, judgments, fines, taxes (including ERISA excise taxes), penalties (whether civil, criminal, or other), interest, assessments, amounts paid or payable in settlements, or other amounts (collectively, “losses”) and any and all “expenses” (as defined under Section 1(b)) arising from any and all threatened, pending, or completed claims, demands, actions, suits, proceedings, or alternative dispute mechanisms, whether civil, criminal, administrative, arbitral, investigative, or other, whether made pursuant to federal, state, or local law, whether formal or informal, and including appeals (hereinafter, a “proceeding”), in which Indemnitee may be involved, or is threatened to be involved, as a party, a witness, or otherwise, including any inquiries, hearings, or investigations that the Indemnitee determines might lead to the institution of any proceeding, related to the fact that Indemnitee is or was a director, manager, or officer of the Company, the General Partner, or the Manager, or is or was serving at the request of the General Partner, the Manager, or the Company as a manager, managing member, general

partner, director, officer, fiduciary, trustee, or agent of any other entity, organization, or person of any nature, including service with respect to employee benefit plans, or by reason of an action or inaction by Indemnitee in any such capacity on behalf of, for the benefit of, or at the request of the Company, the General Partner, or the Manager.

(b) To the fullest extent permitted by law, the Company shall timely pay the expenses, including, without limitation, legal and expert fees and expenses, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses, actually and reasonably incurred by Indemnitee in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing to defend, be a witness in, or participate in, any proceeding for which indemnity is provided under Section 1(a) (collectively, “expenses”). The Company shall pay the expenses or reimburse Indemnitee for expenses paid by Indemnitee promptly following presentment in writing with reasonable detail. The Company’s obligation to pay Indemnitee’s expenses will cease upon entry of a final and non-appealable judgment by a court of competent jurisdiction determining that Indemnitee is not entitled to be indemnified under the terms of this Agreement for the matter for which Indemnitee is seeking indemnification. For the avoidance of doubt, Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any proceeding by final adjudication, of any and all expenses actually and reasonably incurred by Indemnitee (or reasonably expected by Indemnitee to be incurred by Indemnitee within three months) in connection with any proceeding for which indemnity is provided under Section 1(a); provided, however, that Indemnitee hereby agrees to repay any amounts paid, advanced, or reimbursed by the Company pursuant to this Section 1(b) in respect of expenses that are not ultimately paid by Indemnitee or that relate to, arise out of, or result from any proceeding in respect of which it shall be determined by a final and non-appealable judgment by a court of competent jurisdiction that Indemnitee is not entitled to be indemnified under the terms of this Agreement. The Company shall make such advancement that is required hereunder within 30 days after the receipt by the Company of a statement or statements requesting such advance.

(c) If any loss or expense related to a proceeding under Section 1(a) or 1(b) is not paid in full by the Company: (i) in the case of any loss or expense payment or reimbursement, within 45 days after a final determination that Indemnitee is entitled to indemnification of such loss or expense has been made pursuant to the procedures set forth in Section 5 below; or (ii) in the case of any expense advancement under Section 1(b), within 30 days after such advancement request, then Indemnitee may, at any time thereafter, bring suit against the Company to recover the unpaid amount of such loss or expense. The Company will bear the burden to show that indemnification or advancement of such losses or expenses are not required under this Agreement. Indemnitee is also entitled to recover the expenses incurred to prosecute such claim to the extent he or she is successful in establishing his or her right to indemnification or to the advancement of such loss or expense.

(d) If Indemnitee is entitled to indemnification by the Company hereunder for a portion of any losses or expenses in respect of a proceeding for which indemnity is provided under Section 1(a), but not for the total amount of such losses or expenses, the Company shall nevertheless indemnify Indemnitee for the portion of such losses or expenses to which Indemnitee is entitled.

(e) Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to: (i) indemnify Indemnitee for losses or expenses (or advance expenses to Indemnitee) with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, managers, officers, employees, or other indemnitees and not by way of defense except for: (A) proceedings initiated by Indemnitee to enforce Indemnitee’s rights under this Agreement (unless a court of competent jurisdiction determines that any of the material assertions made by Indemnitee in such proceeding are not made in good faith or are frivolous), or (B) proceedings the Company has joined in as a plaintiff or aggrieved party or proceedings the Board of Directors of the General Partner or the Manager has consented to the Company initiating; (ii) indemnify Indemnitee for losses or expenses if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law; (iii) indemnify Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”), or any similar successor statute; (iv) indemnify Indemnitee for losses or expenses (or advance expenses to Indemnitee) with respect to Indemnitee’s reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002, as amended (the “Sarbanes-Oxley Act”), in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or (v) indemnify Indemnitee under this Agreement or otherwise if there has been a final and non-appealable judgment entered by a court of

competent jurisdiction determining that, in respect of the matter for which Indemnitee is seeking indemnification, Indemnitee acted in bad faith or engaged in fraud, willful misconduct, or in the case of a criminal matter, acted with knowledge that Indemnitee's conduct was unlawful.

(f) The obligations of the Partnership and the LLC under this Agreement are: (i) joint and several with respect to payment, reimbursement, or advancement of losses or expenses related to proceedings brought against both the Partnership and the LLC, proceedings brought against members of the Board of Directors of both the General Partner and the Manager, proceedings brought against both the Partnership and any member of the Board of Directors of the Manager, or proceedings brought against both the LLC and any member of the Board of Directors of the General Partner; and (ii) several with respect to payment, reimbursement, or advancement of losses or expenses related to all other proceedings. Although their obligations are joint and several under Section 1(f)(i) as to Indemnitee, the Partnership and the LLC agree that, between themselves, they will each bear the obligations hereunder in such proportion as is appropriate to reflect their relative fault in connection with the events that resulted in such losses or expenses as well as any other relevant equitable considerations.

2. Maintenance of Insurance.

(a) Subject only to the provisions of Section 2(b) hereof, so long as Indemnitee serves as a director, manager, or officer of the Company, the General Partner, or the Manager (or

3

---

shall continue at the request of the General Partner, the Manager, or the Company to serve as a manager, managing member, general partner, director, officer, fiduciary, trustee, or agent of any other entity, organization, or person of any nature, including service with respect to employee benefit plans) and thereafter so long as Indemnitee may be subject to any possible proceeding because Indemnitee served in any such capacity or by reason of an action or inaction by Indemnitee in any such capacity, the Company will maintain in effect for the benefit of Indemnitee one or more valid, binding, and enforceable policies of directors' and officers' liability insurance (the "D & O Insurance") providing coverage comparable to that provided by similarly situated companies. The Company will review its D & O Insurance each year and update the plans as required to meet this Section.

(b) The Company is not required to maintain said policy or policies of D & O Insurance in effect if the Board of Directors of the General Partner or the Manager determines that (i) the premium cost for such insurance is substantially disproportionate to the amount of coverage; (ii) the coverage provided by such insurance is so limited by exclusions that there is insufficient benefit from such insurance; or (iii) said insurance is not otherwise reasonably available; provided, however, that in the event the then Board of Directors makes such a judgment, the Company shall purchase and maintain in force a policy or policies of D & O Insurance in the amount and with such coverage as the Board of Directors determines to be reasonably available.

3. Continuation of Indemnity.

The obligations of the Company under this Agreement apply to any and all proceedings made or occurring after the date of this Agreement regardless of when the facts upon which such proceedings are based occurred, including times before the date hereof. All agreements and obligations of the Company contained in this Agreement shall continue during the period Indemnitee is a director, manager, or officer of the Company, the General Partner, or the Manager (or is serving at the request of the Company as a manager, managing member, general partner, director, officer, fiduciary, or trustee, or agent of any other entity, organization, or person of any nature, including service with respect to employee benefit plans) and shall continue as to an Indemnitee who has ceased to serve in such capacity and inure to the benefit of the heirs, successors, assigns, and administrators of Indemnitee.

4. Contribution.

If the full indemnification provided in Section 1 is not paid to an Indemnitee because such indemnification is prohibited by law, then in respect of any actual or threatened proceeding in which the Company, the General Partner, or the Manager is jointly liable with Indemnitee (or would be if joined in such proceeding) the Company shall contribute to the amount of expenses incurred by Indemnitee for which indemnification is not available in such proportion as is appropriate to reflect: (i) the relative benefits received by the Company, the General Partner, and the Manager on the one hand and Indemnitee on the other hand from the transaction from which such proceeding arose; and (ii) the relative fault of the Company, the General Partner, or the Manager on the one hand and of Indemnitee on the other in connection with the events that resulted in such expenses, as well as any other relevant equitable considerations. The relative

4

---

fault of the Company (which shall be deemed to include the Company's, the General Partner's, and the Manager's other directors, managers, officers, and employees) on the one hand and of Indemnitee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses. The Company agrees that it would not be just and equitable if contribution pursuant to this Section were determined by any method of allocation which does not take account of the foregoing equitable considerations.

5. Procedure for Indemnification.

(a) Notification and Defense of Claim. Indemnitee shall notify the Company as soon as practicable after receipt by Indemnitee of actual knowledge of any proceeding that may result in Indemnitee making an indemnification claim or expense advancement claim under this Agreement. However, the failure of Indemnitee to give timely notice will not relieve the Company's obligations hereunder except to the extent the Company is actually prejudiced by the delay or failure to provide notice. With respect to any proceeding as to which Indemnitee has provided notice:

(i) The Company will be entitled to participate at its own expense; and

(ii) Except as otherwise provided below, the Company may assume the defense of any proceeding. If the Company elects to assume the defense, then after notice to Indemnitee, the Company will not be liable to Indemnitee under this Agreement for any legal or expert expenses subsequently incurred by Indemnitee in connection with the defense, other than reasonable costs of investigation, including an investigation in connection with determining whether there exists a conflict of interest of the type described in clause (B)(1) below, or as otherwise provided in this Section. Indemnitee has the right to employ his or her counsel in any proceeding, but the fees and expenses of such counsel incurred after the Company notifies Indemnitee of its assumption of the defense will be at Indemnitee's sole expense. The Company, however, will bear Indemnitee's expenses associated with Indemnitee's separate counsel that are incurred after the Company notifies Indemnitee of its assumption of the defense if, and only if: (A) the Company authorizes Indemnitee's employment of counsel; (B) Indemnitee, with the advice of counsel, reasonably determines that (1) there is a conflict of interest between the Company and Indemnitee that is reasonably likely to materially and adversely impact the conduct of Indemnitee's defense, or (2) there are defenses available to the Indemnitee in such proceeding which are different than, or in addition to, those available to the Company in such proceeding; or (C) the Company does not employ counsel to assume the defense of such action within a reasonable time after the Company's election to assume the defense. The Company may not assume the defense of any action, suit, or proceeding brought by or on behalf of the Company or as to which Indemnitee makes the determination described in clause (B)(1) above.

(iii) The Company is not obligated to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any proceeding without the Company's written consent; provided, however, if a "change in control" has occurred following the date hereof (as defined in this Section 5(a)(iii) below), the Company shall be liable for indemnification of the Indemnitee (without Indemnitee obtaining the Company's written consent) for amounts paid in

settlement if a law firm or member of a law firm (chosen by either the Board of Directors or the Secretary of the Manager or the General Partner) that is experienced in matters of corporation law, that neither presently performs nor, in the past two years, has performed, services for the Company, the Indemnitee, or any other party to the proceeding giving rise to the claim for indemnification hereunder, and that does not, under applicable standards of professional conduct, have a conflict of interest in representing either the Company or the Indemnitee hereunder (“independent counsel”) provides written confirmation of its view that such amounts are reasonable. The Company may not settle any proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee’s written consent. Neither the Company nor Indemnitee may unreasonably withhold their consent to any proposed settlement. A “change in control” shall mean any one or more of the following: (A) the consummation of any transaction (including a merger or consolidation), the result of which is that any individual, partnership, joint venture, corporation, trust, unincorporated organization, or any other entity (other than the LLC, the Manager, the General Partner, the Partnership, or Global Infrastructure Partners (or affiliates thereof)) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the capital stock (or comparable equity securities) of the Manager or the General Partner, measured by voting power rather than number of shares, units, or the like or otherwise acquires the right to designate a majority of the Board of Directors of either the Manager or the General Partner (measured by voting power rather than number of directors); (B) the sale, transfer, or other disposition of all or substantially all of the assets of the Company or its subsidiaries on an aggregate basis; or (C) the adoption of a plan relating to the liquidation or dissolution of the Company.

(b) Additional Indemnification Procedures. In addition to providing initial notice of any proceeding in accordance with Section 5(a), Indemnitee shall submit to the Company a written request for indemnification related to such proceeding. Further, Indemnitee shall provide, upon request by the Company, such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Company shall provide indemnification to Indemnitee insofar as the Company determines Indemnitee is entitled to indemnification in accordance with the provisions below.

(i) Mandatory Indemnification; Indemnification as a Witness. To the fullest extent allowable by law, and if not prohibited pursuant to Section 1(e) above, the Company shall indemnify Indemnitee against all losses and expenses relating to any proceeding for which indemnity is sought under Section 1(a) to the extent that (A) Indemnitee shall have been successful on the merits or otherwise in defense of any such proceeding or in defense of any issue or matter therein, including, without limitation, dismissal of any such proceeding without prejudice; or (B) Indemnitee’s involvement in such proceeding is to prepare to serve and serve as a witness, and not as a party, to such proceeding. The Company acknowledges that a settlement or other disposition short of final judgment may be successful on the merits or otherwise pursuant to this Section 5(b)(i) if it permits a party to avoid expense, delay, distraction, disruption, or uncertainty. In the event that any proceeding for which indemnity is provided under Section 1(a) is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such proceeding with or without payment of money or other consideration), it shall be presumed that Indemnitee has been successful on the merits or

otherwise for purposes of this Section 5(b)(i), and the Company shall have the burden of proof to overcome such presumption.

(ii) Permissive Indemnification. In the event the provisions of Section 5(b)(i) are inapplicable to any proceeding for which indemnity is sought under Section 1(a), the Company shall indemnify Indemnitee against all losses and expenses relating to any such proceeding to the extent that such indemnification is not prohibited pursuant to Section 1(e) above, and a determination is made that, in respect of the proceeding for which Indemnitee is seeking indemnification, Indemnitee did not act in bad faith or engage in fraud or willful misconduct, or, in the case of a criminal matter, Indemnitee did not act with knowledge that Indemnitee’s conduct was unlawful. Such a determination shall be made by: (1) a majority of the directors of the Board of Directors of the Manager or the General Partner (measured by voting power rather than number of directors), as applicable, who are not and were not parties to the proceeding in respect of which indemnification is sought by Indemnitee (collectively, “disinterested directors”) even if such disinterested directors constitute less than a quorum of the Board of Directors of the Manager or the General Partner; or (2) a committee of disinterested directors designated by a majority vote of the disinterested directors, even if such committee constitutes less than a quorum of the Board of Directors of the Manager or the General Partner; or (3) independent counsel engaged by the Secretary of the Manager and/or the General Partner, as applicable, which independent counsel shall deliver its determination in a written statement addressed to the Board of Directors of the Manager or the General Partner, with a copy delivered to Indemnitee.

(iii) Timeline for Determination of Permissive Indemnification. The Company shall use its reasonable best efforts to ensure that the determination referred to in Section 5(b)(ii) above is made as promptly as practicable. If the determination is not made within 45 days after the later of (A) receipt by the Company of the written request by Indemnitee provided to the Company in accordance with Section 5(b) and (B) the selection of independent counsel contemplated in Section 5(b)(ii) above, which independent counsel must be engaged within 20 days following the written request by Indemnitee provided to the Company in accordance with Section 5(b), then the Company shall be deemed to have determined that, in respect of the proceeding for which Indemnitee is seeking indemnification, Indemnitee did not act in bad faith or engage in fraud or willful misconduct, or, in the case of a criminal matter, Indemnitee did not act with knowledge that Indemnitee’s conduct was unlawful. Notwithstanding anything in this Agreement to the contrary, however, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of any proceeding.

(iv) Presumptions related to Permissive Indemnification. In making any determination referred to in Section 5(b)(ii) above, the person or persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled. Indemnitee may challenge any such determination adverse to Indemnitee. The termination of any proceeding to which Indemnitee is a party by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, does not create a presumption that Indemnitee failed to meet any standard of conduct

required for indemnification hereunder, but specific determinations, findings, or admissions will be given effect under this Agreement.

#### 6. Undertaking to Repay Expenses

If a court determines that Indemnitee is not entitled to, or the Company is not obligated to pay, any amounts paid by the Company to Indemnitee under this Agreement, Indemnitee must repay the Company those amounts so paid or advanced within 30 days following such determination. In addition, to the extent that the Company assumes or reimburses any losses or expenses hereunder, Indemnitee hereby assigns or partially assigns, as applicable, to the Company any rights to indemnification for those losses or expenses that may arise from any other party (including any insurance proceeds) and agrees to pay to the Company any amounts that Indemnitee receives as reimbursement of those same losses and expenses. It is the intention of the parties that, in the event of payment to Indemnitee by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, and Indemnitee agrees to execute all papers required and take all action necessary to secure such rights to the Company, including the execution of such documents necessary to enable the Company to bring suit effectively to enforce such rights.

#### 7. Notice.



Any notice to the Company shall be in writing and directed to EnLink Midstream Partners, LP, 1722 Routh Street, Dallas, Texas 75201, Attention: Corporate Secretary (or such other address as the Company shall designate in writing to Indemnitee). Any notice to Indemnitee shall be in writing and directed to the address included on the signature page to this Agreement. Notices are effective upon receipt.

8. Severability.

If any provision of this Agreement is found to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) will not be affected or impaired in any way; and

(b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) must be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

8

---

9. Indemnification Under this Agreement Not Exclusive

(a) The rights to indemnification and to the advancement of expenses provided by this Agreement are in addition to and not exclusive of any other rights to which Indemnitee may be entitled under any statute, any provision of the Company's, the General Partner's or the Manager's organizational or governing documents, or any other agreement, any vote of members or directors, or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office. To the extent that a change in law (whether by statute or judicial decision) permits greater indemnification under any statute, agreement, organizational document, or governing document than would be afforded currently under this Agreement, it is the intention of the parties that Indemnitee enjoy the greater benefits so afforded by such change.

(b) It is the intention of the parties in entering into this Agreement that the insurers under any D & O Insurance policy will be obligated to pay any claims by Indemnitee that are covered by such policy. However, the obligations of the insurers to the Company or Indemnitee shall not be deemed reduced or impaired in any respect by virtue of the provisions of this Agreement.

10. Miscellaneous.

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of Delaware without giving effect to its principles of conflicts of law. The Company and Indemnitee hereby irrevocably and unconditionally: (i) agree that any proceeding arising out of or in connection with this Agreement shall be brought only in Delaware state or federal court and not in any other state or federal court in the United States, (ii) consent to submit to the exclusive jurisdiction of the federal and state courts in the State of Delaware for purposes of any proceeding arising out of or in connection with this Agreement, (iii) agree that service of any process, summons, notice, or document sent in accordance with Section 7 will be effective service of process in connection with any such proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, and (iv) waive, and agree not to plead or make, any claim that the relevant Delaware court lacks venue or that any such action or proceeding brought in the relevant Delaware court has been brought in an improper or inconvenient forum.

(b) This Agreement is binding upon Indemnitee and upon the Company, their respective successors and assigns, and inures to the benefit of Indemnitee and his or her heirs, executors, personal representatives, and assigns, and to the benefit of the Company, its successors and assigns. If the Company merges or consolidates with another entity, organization, or person, or sells, leases, transfers, or otherwise disposes of all or substantially all of its assets to another entity, organization, or person (in one transaction or series of transactions), (i) the Company shall cause the successor in the merger or consolidation or the transferee of the assets that is receiving the greatest portion of the assets or earning power transferred pursuant to the transfer of the assets, to assume all of the Company's obligations under and agree to perform this Agreement either by operation of law or by agreement in form

9

---

and substance satisfactory to Indemnitee, and (ii) the term "Company" whenever used in this Agreement shall thereafter mean and include any such successor or transferee.

(c) As used in this Agreement, no matter adjudicated by a court order will be "determined" or "ultimately determined," and no matter will be a "final disposition" unless and until (i) the time to appeal, petition for writ of certiorari, or otherwise seek further review or to move for reargument, rehearing, or reconsideration of the order has expired and no appeal, petition for writ of certiorari, or other review, or proceedings for reargument, rehearing, or reconsideration are pending, or (ii) if an appeal, petition for writ of certiorari, or other request for review or reargument, rehearing, or reconsideration thereof is allowed and has been sought, such order has been affirmed by the highest court to which such order was appealed or review thereof has been denied by the highest court from which a writ of certiorari, or other request for review or reargument, rehearing, or reconsideration was sought, and the time to take any further appeal, to petition for writ of certiorari, or to otherwise seek review, or to move for reargument, rehearing, or reconsideration has expired.

(d) Except as provided below, no amendment, modification, termination, or cancellation of this Agreement is effective unless in writing and signed by both of the parties. However, the Company may amend this Agreement from time to time without Indemnitee's consent to the extent the Company determines that it is necessary or appropriate, in its sole discretion, to effect compliance with Section 409A of the Code, including regulations and interpretations thereunder. Amendments under this Section 10(d) may result in a reduction of benefits provided hereunder and/or other unfavorable changes to Indemnitee. Any reduction in benefits or other changes that are unfavorable to Indemnitee will only be those required to comply with Section 409A of the Code and the regulations promulgated thereunder.

(e) This Agreement provides for the indemnification of, and/or purchase of insurance policies providing for payments of, expenses, and damages incurred with respect to *bona fide* claims against Indemnitee, as a service provider, and the Company, as the service recipient, in accordance with Treas. Reg. Section 1.409A-1(b)(10). The Agreement does not provide for the deferral of compensation. The Agreement must be construed consistently, and limited in accordance with, the provisions of such regulation.

(f) This Agreement supersedes any prior written indemnification agreement entered into between Indemnitee and the Company, the General Partner, or the Manager.

[Signature Page Follows.]

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

**ENLINK MIDSTREAM, LLC**

By: EnLink Midstream Manager, LLC  
its managing member

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

**ENLINK MIDSTREAM PARTNERS, LP**

By: EnLink Midstream GP, LLC  
its general partner

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

**INDEMNITEE**

\_\_\_\_\_  
Name: [ ] \_\_\_\_\_  
Address: [ ] \_\_\_\_\_  
[ ] \_\_\_\_\_  
[ ] \_\_\_\_\_

**INDEMNITY AGREEMENT  
SIGNATURE PAGE**

---