

ENLINK MIDSTREAM, LLC

Filed by

DEVON ENERGY CORP/DE

FORM SC 13D

(Statement of Beneficial Ownership)

Filed 03/17/14

Address	2501 CEDAR SPRINGS RD. DALLAS, TX 75201
Telephone	214-953-9500
CIK	0001592000
Symbol	ENLC
SIC Code	1311 - Crude Petroleum and Natural Gas
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

EnLink Midstream, LLC

(Name of Issuer)

Common Units

(Title of Class of Securities)

29336T 100

(CUSIP Number)

Lyndon C. Taylor
Executive Vice President and General Counsel
Devon Energy Corporation
333 W. Sheridan Ave.
Oklahoma City, OK 73102-5010
Tel: (405) 235-3611

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

March 7, 2014

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS Devon Energy Corporation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 115,495,669 units (1)
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 115,495,669 units (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1) 115,495,669 units (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.4% (2)	
14	TYPE OF REPORTING PERSON CO – corporation	

- (1) Consists of 115,495,669 Class B common units (“Class B Units”) representing limited liability company interests in EnLink Midstream, LLC, a Delaware limited liability company (“EnLink Midstream” or the “Issuer”).The Class B Units will convert into common units representing limited liability company interests in EnLink Midstream (“Common Units”) on a one-for-one basis on the first business day following the record date for the distribution in the first quarter of 2014. Devon Gas Services, L.P., a Texas limited partnership (“Devon Gas Services”), is the record holder of 115,495,669 Class B Units. As the indirect owner of 100% of the outstanding limited and general partner interests in Devon Gas Services, the Reporting Person may be deemed to beneficially own all of the Class B Units held by Devon Gas Services.
- (2) Based on a total of 48,472,758 Common Units and 115,495,669 Class B Units outstanding as of March 7, 2014.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS Devon Energy Corporation (Oklahoma)	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Oklahoma, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 115,495,669 units (1)
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 115,495,669 units (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1) 115,495,669 units (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.4% (2)	
14	TYPE OF REPORTING PERSON CO – corporation	

- (1) Consists of 115,495,669 Class B Units representing limited liability company interests in EnLink Midstream. The Class B Units will convert into Common Units on a one-for-one basis on the first business day following the record date for the distribution in the first quarter of 2014. Devon Gas Services is the record holder of 115,495,669 Class B Units. As the indirect owner of 100% of the outstanding limited and general partner interests in Devon Gas Services, the Reporting Person may be deemed to beneficially own all of the Class B Units held by Devon Gas Services.
- (2) Based on a total of 48,472,758 Common Units and 115,495,669 Class B Units outstanding as of March 7, 2014.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS Devon Gas Corporation	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 115,495,669 units (1)
	9	SOLE DISPOSITIVE POWER
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13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.4% (2)	
14	TYPE OF REPORTING PERSON CO – corporation	

- (1) Consists of 115,495,669 Class B Units representing limited liability company interests in EnLink Midstream. The Class B Units will convert into Common Units on a one-for-one basis on the first business day following the record date for the distribution in the first quarter of 2014. Devon Gas Services is the record holder of 115,495,669 Class B Units. As the owner of 100% of the outstanding limited and general partner interests in Devon Gas Services, the Reporting Person may be deemed to beneficially own all of the Class B Units held by Devon Gas Services.
- (2) Based on a total of 48,472,758 Common Units and 115,495,669 Class B Units outstanding as of March 7, 2014.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS Devon Gas Operating, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 115,495,669 units (1)
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 115,495,669 units (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1) 115,495,669 units (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.4% (2)	
14	TYPE OF REPORTING PERSON CO – corporation	

- (1) Consists of 115,495,669 Class B Units representing limited liability company interests in EnLink Midstream. The Class B Units will convert into Common Units on a one-for-one basis on the first business day following the record date for the distribution in the first quarter of 2014. Devon Gas Services is the record holder of 115,495,669 Class B Units. As the general partner of Devon Gas Services, the Reporting Person may be deemed to beneficially own all of the Class B Units held by Devon Gas Services.
- (2) Based on a total of 48,472,758 Common Units and 115,495,669 Class B Units outstanding as of March 7, 2014.

1	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. OF ABOVE PERSONS Devon Gas Services, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (see Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Texas, United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER
	8	SHARED VOTING POWER 115,495,669 units (1)
	9	SOLE DISPOSITIVE POWER
	10	SHARED DISPOSITIVE POWER 115,495,669 units (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1) 115,495,669 units (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 70.4% (2)	
14	TYPE OF REPORTING PERSON OO – limited partnership	

(1) Consists of 115,495,669 Class B Units representing limited liability company interests in EnLink Midstream held of record by Devon Gas Services. The Class B Units will convert into Common Units on a one-for-one basis on the first business day following the record date for the distribution in the first quarter of 2014.

(2) Based on a total of 48,472,758 Common Units and 115,495,669 Class B Units outstanding as of March 7, 2014.

SCHEDULE 13D

Item 1. Security and Issuer

This Schedule 13D (“Schedule 13D”) relates to the Common Units of EnLink Midstream. The address of the principal executive offices of the Issuer is 2501 Cedar Springs, Dallas, Texas 75201.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by:

- (i) Devon Energy Corporation, a Delaware corporation (“Devon”);
- (ii) Devon Energy Corporation (Oklahoma), an Oklahoma corporation (“Devon OK”);
- (iii) Devon Gas Corporation, a Delaware corporation (“Devon Gas”);
- (iv) Devon Gas Operating, Inc., a Delaware corporation (“Devon Gas Operating”); and
- (v) Devon Gas Services (together with Devon, Devon OK, Devon Gas and Devon Gas Operating the “Reporting Persons”).

Devon is a public company and owns 100% of the outstanding common stock of Devon OK. Devon OK owns 100% of the common stock of Devon Gas. Devon Gas owns 100% of the limited partner interests of Devon Gas Services and 100% of the outstanding common stock of Devon Gas Operating, the general partner of Devon Gas Services.

(b) The address of the principal executive offices of the Reporting Persons is 333 West Sheridan Avenue, Oklahoma City, Oklahoma, 73102.

(c) The principal business of:

- (i) Devon is to hold equity interests in entities that are involved in the business of the exploration and production of oil and natural gas;
- (ii) Devon OK is to hold equity interests in Devon Gas Corporation;
- (iii) Devon Gas is to hold equity interests in EnLink Midstream, Devon Gas Operating and other entities;
- (iv) Devon Gas Operating is to hold a general partner interest in Devon Gas Services; and
- (v) Devon Gas Services is to engage in marketing activities related to crude oil, natural gas liquids and natural gas production and to hold equity interests in EnLink Midstream and other entities.

In accordance with the provisions of General Instruction C to Schedule 13D, certain information concerning the executive officers, directors and partners of the Reporting Persons, as applicable, and persons controlling the Reporting Persons, as applicable (collectively, the “Covered Persons”), required by Item 2 of Schedule 13D is provided on Appendix A.

(d) During the last five years, no Reporting Persons nor any person named on Appendix A attached hereto has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, no Reporting Persons nor any person named on Appendix A attached hereto has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or a finding of any violation with respect to such laws.

(f) Devon, Devon Gas and Devon Gas Operating are each a Delaware corporation. Devon OK is an Oklahoma corporation. Devon Gas Services is a Texas limited partnership. All of the persons named on Appendix A attached hereto, other than Mr. Michael M. Kanovsky, are United States citizens. Mr. Kanovsky is a citizen of Canada.

Item 3. Source and Amount of Funds or Other Consideration

On March 7, 2014, Devon completed the previously announced combination of substantially all of its U.S. midstream business with Crosstex Energy, Inc., a Delaware corporation (“Crosstex”) and Crosstex Energy, L.P., a Delaware limited partnership pursuant to (i) an Agreement and Plan of Merger, dated October 21, 2013 (the “Merger Agreement”) by and between Devon, Devon Gas, Acacia Natural Gas Corp I, Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Devon (“New Acacia”), Crosstex, EnLink Midstream, Boomer Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of EnLink Midstream (“Devon Merger Sub”), and Rangers Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of EnLink Midstream (“Crosstex Merger Sub”) and (ii) a Contribution Agreement (as such term is defined in the Merger Agreement).

On March 7, 2014, pursuant to the terms of the Merger Agreement, Crosstex Merger Sub merged with and into Crosstex, with Crosstex surviving and becoming a wholly-owned subsidiary of EnLink Midstream (the “Crosstex Merger”), and Devon Merger Sub merged with and into New Acacia, with New Acacia surviving and becoming a wholly-owned subsidiary of EnLink Midstream (the “Devon Merger,” and together with the Crosstex Merger, the “Mergers”). At the effective time and as a result of the Crosstex Merger, each share of common stock of Crosstex, issued and outstanding immediately prior to the effective time of the Crosstex Merger was converted into and became exchangeable for one common unit of EnLink Midstream and received a pro rata cash distribution calculated by dividing \$100 million by the number of Crosstex shares issued and outstanding immediately prior to the effective time. At the effective time and as a result of the Devon Merger, the sole issued and outstanding share of common stock of New Acacia was converted into the right to receive 115,495,669 Class B Units, which were issued to Devon Gas Services on March 7, 2014, in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), under Section 4(2) of the Securities Act.

The \$100 million in cash used to fund the distribution to former Crosstex stockholders was contributed to EnLink Midstream by Devon and funded through cash on hand.

New Acacia holds a 50% limited partner interest in EnLink Midstream Holdings, LP (“EnLink Midstream Holdings”), an entity formed by Devon to hold substantially all of its U.S. midstream business and be combined with the business of Crosstex and its subsidiaries in connection with the Mergers and related transaction.

References to, and descriptions of, the Mergers and the Merger Agreement as set forth herein are qualified in their entirety by reference to the copy of the Merger Agreement included as Exhibit 1 to this Schedule 13D, and such agreement is incorporated by reference herein in its entirety where such references and descriptions appear.

Item 4. Purpose of Transaction

The information set forth or incorporated in Item 3 and Item 6 are incorporated herein by reference.

The Reporting Persons acquired the units reported herein solely for investment purposes as partial consideration for the contribution of EnLink Midstream Holdings to Crosstex and its subsidiary. The Reporting Persons may make additional purchases of Common Units either in the open market or in private transactions depending on the Reporting Person's business, prospects and financial condition, the market for the Common Units, general economic conditions, stock market conditions and other future developments.

(a) The Class B Units held by the Reporting Persons will automatically convert into Common Units on a one-to-one basis on the first business day following the record date for the distribution payable with respect to the quarter ending March 31, 2014.

(b) None.

(c) None.

(d) In connection with the March 7, 2014 transactions, John Richels, Barry E. Davis, Thomas L. Mitchell, David A. Hager, Darryl G. Smette, Mary P. Ricciardello, James C. Crain, Leldon E. Echols and Rolf A. Gafvert were each appointed to the board of directors (the "Board") of EnLink Midstream's managing member (the "Managing Member"). Five members of the Board, including John Richels, the chairman of the Board, David Hager, Thomas Mitchell, Darryl Smette and Mary P. Ricciardello, are officers or directors of Devon and may have conflicts of interest. Additionally, the following persons were appointed as executive officers of the Managing Member: (i) Barry E. Davis (President and Chief Executive Officer), (ii) Michael J. Garberding (Executive Vice President and Chief Financial Officer), (iii) Joe A. Davis (Executive Vice President, General Counsel and Secretary), (iv) Steve J. Hoppe (Executive Vice President and Head of Gathering, Processing and Transportation Business) and (v) McMillan (Mac) Hummel (Executive Vice President and Head of Natural Gas Liquids and Crude Oil Business). Neither the Managing Member nor its board of directors will be elected by the Issuer's unitholders. Through its indirect ownership of 100% of the equity interests of Devon Gas Services, which owns 100% of the equity interest in the Managing Member, Devon will have the ability to elect all the members of the board of directors of the Managing Member, subject to certain restrictions set forth in the First Amended and Restated Limited Liability Company Agreement of the Managing Member (the "Managing Member LLC Agreement") with respect to the removal and replacement of the three designated continuing directors for the period that commenced as of the closing of the Mergers until the third anniversary thereof. The Reporting Persons, however, have no current intention of changing the board of directors or management of the Managing Member.

(e) The Reporting Persons, as direct and indirect owners of the Managing Member of the Issuer, may cause the Issuer to change its dividend policy or its capitalization, through the issuance of debt or equity securities, from time to time in the future. The Reporting Persons, however, have no current intention of changing the present capitalization or dividend policy of the Issuer.

(f) None.

(g) As part of the March 7, 2014 transactions, the Managing Member amended and restated EnLink Midstream's operating agreement pursuant to the First Amended and Restated Operating Agreement of EnLink Midstream (the "Operating Agreement"), which is incorporated in its entirety in this Item 4. References to, and descriptions of, the Operating Agreement as set forth herein are qualified in their entirety by reference to the copy of the Operating Agreement included as Exhibit 2 to this Schedule 13D, and such agreement is incorporated by reference herein in its entirety where such references and descriptions appear.

Except as set forth in this Schedule 13D and the Merger Agreement, the Reporting Persons have no present plans which relate to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may change their plans or proposals in the future. In determining from time to time whether to sell the Common Units reported as beneficially owned in this statement (and in what amounts) or to retain such securities, the Reporting Persons will take into consideration such factors as they deem relevant, including the business and prospects of the Issuer, anticipated future developments concerning the Issuer, existing and anticipated market conditions from time to time, general economic conditions, regulatory matters and other opportunities available to the Reporting Persons. The Reporting Persons reserve the right to acquire additional securities of the Issuer in the open market, in privately negotiated transactions (which may be with the Issuer or with third parties) or otherwise, to dispose of all or a portion of their holdings of securities of the Issuer or to change their intention with respect to any or all of the matters referred to in this Item 4.

Item 5. Interest in Securities of the Issuer

(a) – (b) Approximately 163,968,427 Common Units and Class B Units of the Issuer were outstanding as of March 7, 2014. The Reporting Persons are each deemed to be the beneficial owners of 115,495,669 Common Units. The Common Units owned by the Reporting Persons constitute approximately 70.4% of the total issued and outstanding Common Units. The Reporting Persons each share power to vote and dispose of such Common Units. To the knowledge of the Reporting Persons, no executive officer or manager of the Reporting Persons or other party listed on Appendix A has sole or shared beneficial ownership of any Common Units beneficially owned by the Reporting Persons.

(c) There have been no reportable transactions with respect to the Common Units within the last 60 days by the Reporting Persons, except as described in Item 3 above.

(d) To the knowledge of the Reporting Persons, no person, other than the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Units described in this Item 5.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The Operating Agreement contains various provisions with respect to the Common Units governing, among other matters, voting, distributions and transfers, as well as the Managing Member's limited call right with respect to the Class B Units and the Common Units.

Under the Managing Member LLC Agreement, Devon Gas Services, as the sole member of the Managing Member, has the ability to cause the election of the members of the Board of the Managing Member.

In connection with the closing of the Mergers, on March 7, 2014, EnLink Midstream entered into a Registration Rights Agreement (the "Registration Rights Agreement") with Devon Gas Services, relating to the Class B Units issued to Devon Gas Services as described in Item 3 above. Pursuant to the Registration Rights Agreement, EnLink Midstream has agreed to prepare and file a shelf registration statement as soon as reasonably practicable following the written request of Devon Gas Services with respect to the Common Units to be issued to Devon Gas Services upon conversion of the Class B Units and to use its reasonable best efforts to cause such registration statement to be effective, supplemented, amended or replaced until such Common Units have been sold pursuant to (a) an effective registration statement, (b) Rule 144, in a sale where the transferee does not receive restricted securities, or (c) a private transaction in which the registration rights are not assigned to the transferee, or until the Common Units otherwise cease to be outstanding. The Registration Rights Agreement also provides certain customary piggyback rights. In the Registration Rights Agreement, EnLink Midstream has agreed to indemnify Participating Unitholders (as defined in the Registration Rights Agreement) that elect to dispose of their registered Common Units in an underwritten offering against certain liabilities, including liabilities under the Securities Act, or to contribute to payments any Participating Unitholder may be required to make because of any of those liabilities.

References to, and descriptions of, the Operating Agreement, the Managing Member LLC Agreement and the Registration Rights Agreement as set forth herein are qualified in their entirety by reference to the copy of the Operating Agreement, the Managing Member LLC Agreement and the Registration Rights Agreement included as Exhibits 2 through 4, respectively, to this Schedule 13D, and such agreements are incorporated by reference herein in their entirety where such references and descriptions appear.

Item 7. Material to Be Filed as Exhibits

- Exhibit 1: Agreement and Plan of Merger, dated as of October 21, 2013, by and among Devon Energy Corporation, Devon Gas Services, L.P., Acacia Natural Gas Corp I, Inc., Crosstex Energy, Inc., New Public Rangers, L.L.C., Boomer Merger Sub, Inc. and Rangers Merger Sub, Inc. (incorporated herein by reference to Exhibit 2.1 to the Devon Current Report on Form 8-K filed on October 22, 2013).
- Exhibit 2: First Amended and Restated Operating Agreement of EnLink Midstream, LLC, dated as of March 7, 2014 (incorporated by reference to Exhibit 3.1 to the EnLink Midstream Current report on Form 8-K filed on March 11, 2014).
- Exhibit 3: First Amended and Restated Limited Liability Company Agreement of EnLink Midstream Manager, LLC, dated as of March 7, 2014 (filed herewith).
- Exhibit 4: Registration Rights Agreement dated March 7, 2014, by and between Devon Gas Services, L.P. and EnLink Midstream, LLC (incorporated herein by reference to Exhibit 10.1 to the Devon Current Report on Form 8-K filed on March 10, 2014).
- Exhibit 5: Joint Filing Agreement (filed herewith).

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 17, 2014

DEVON ENERGY CORPORATION

By: /s/ Carla D. Brockman
Name: Carla D. Brockman
Title: Vice President Corporate Governance and Secretary

**DEVON ENERGY CORPORATION
(OKLAHOMA)**

By: /s/ Carla D. Brockman
Name: Carla D. Brockman
Title: Vice President and Secretary

DEVON GAS CORPORATION

By: /s/ Carla D. Brockman
Name: Carla D. Brockman
Title: Vice President and Secretary

DEVON GAS OPERATING, INC.

By: /s/ Carla D. Brockman
Name: Carla D. Brockman
Title: Vice President and Secretary

DEVON GAS SERVICES, L.P.

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

By: /s/ Carla D. Brockman
Name: Carla D. Brockman
Title: Vice President and Secretary

EXHIBIT INDEX

The Exhibit Index is amended to include the following exhibits:

- Exhibit 1: Agreement and Plan of Merger, dated as of October 21, 2013, by and among Devon Energy Corporation, Devon Gas Services, L.P., Acacia Natural Gas Corp I, Inc., Crosstex Energy, Inc., New Public Rangers, L.L.C., Boomer Merger Sub, Inc. and Rangers Merger Sub, Inc. (incorporated herein by reference to Exhibit 2.1 to the Devon Current Report on Form 8-K filed on October 22, 2013).
- Exhibit 2: First Amended and Restated Operating Agreement of EnLink Midstream, LLC, dated as of March 7, 2014 (incorporated by reference to Exhibit 3.1 to the EnLink Midstream Current report on Form 8-K filed on March 11, 2014)
- Exhibit 3: First Amended and Restated Limited Liability Company Agreement of EnLink Midstream Manager, LLC, dated as of March 7, 2014 (filed herewith).
- Exhibit 4: Registration Rights Agreement dated March 7, 2014, by and between Devon Gas Services, L.P. and EnLink Midstream, LLC. (incorporated herein by reference to Exhibit 10.1 to the Devon Current Report on Form 8-K filed on March 10, 2014).
- Exhibit 5: Joint Filing Agreement (filed herewith).

APPENDIX A
DIRECTORS AND EXECUTIVE OFFICERS OF THE REPORTING PERSONS

The following tables set forth the names, positions and present principal occupations or employment and business addresses of the members, directors and executive officers of the Reporting Persons. All the individuals listed below, other than Michael M. Kanovsky are citizens of the United States. Mr. Kanovsky is a citizen of Canada.

Directors and Executive Officers of Devon Energy Corporation

<u>Name</u>	<u>Position at Devon Energy Corporation</u>	<u>Present Principal Occupation or Employment and Business Address</u>
J. Larry Nichols	Executive Chairman of the Board	Executive Chairman of the Board of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
John Richels	President and Chief Executive Officer and Director	President and Chief Executive Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Darryl G. Smette	Executive Vice President Marketing, Midstream and Supply Chain	Executive Vice President Marketing, Midstream and Supply Chain of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Lyndon C. Taylor	Executive Vice President and General Counsel	Executive Vice President and General Counsel of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Thomas L. Mitchell	Executive Vice President and Chief Financial Officer	Executive Vice President and Chief Financial Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
David A. Hager	Chief Operating Officer	Chief Operating Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Frank W. Rudolph	Executive Vice President Human Resources	Executive Vice President Human Resources of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Tony D. Vaughn	Executive Vice President Exploration and Production	Executive Vice President Exploration and Production of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102

R. Alan Marcum	Executive Vice President Administration	Executive Vice President Administration of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
John A. Hill	Lead Director	Vice Chairman and Managing Director of First Reserve Corporation One Lafayette Place Greenwich, CT 06830
Michael M. Kanovsky	Director	President of Sky Energy Corporation 2000, 400 3 rd Ave., S.W. Calgary, AB Canada T2P4H2
Mary P. Ricciardello	Director	Director of Devon Energy Corporation, Noble Corporation and Midstates Petroleum Company, Inc. c/o Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Robert A. Mosbacher, Jr.	Director	Chairman of Mosbacher Energy Company 888 16 th Street, NW, Suite 800 Washington, DC 20006
Duane C. Radtke	Director	Non-Executive Chairman of Sabine Oil & Gas, LLC 1415 Louisiana, Suite 1600 Houston, TX 77002
Robert H. Henry	Director	President and Chief Executive Officer of Oklahoma City University 2501 N Blackwelder Oklahoma City, OK 73106
Barbara M. Baumann	Director	President of Cross Creek Energy Corp. 621 17th St # 1145 Denver, CO 80293
John E. Bethancourt	Director	Board of Trustees of the Texas A&M Foundation 401 George Bush Dr. College Station, TX 77840

Directors and Executive Officers of Devon Energy Corporation (Oklahoma)

<u>Name</u>	<u>Position at Devon Energy Corporation (Oklahoma)</u>	<u>Present Principal Occupation or Employment and Business Address</u>
John Richels	President and Chief Executive Officer and Director	President and Chief Executive Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Darryl G. Smette	Executive Vice President and Director	Executive Vice President Marketing, Midstream and Supply Chain of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
David A. Hager	Executive Vice President and Director	Chief Operating Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Lyndon C. Taylor	Executive Vice President	Executive Vice President and General Counsel of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
R. Alan Marcum	Executive Vice President	Executive Vice President Administration of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Frank W. Rudolph	Executive Vice President	Executive Vice President Human Resources of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102

Directors and Executive Officers of Devon Gas Corporation

<u>Name</u>	<u>Position at Devon Gas Corporation</u>	<u>Present Principal Occupation or Employment and Business Address</u>
John Richels	President and Chief Executive Officer and Director	President and Chief Executive Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Darryl G. Smette	Executive Vice President and Director	Executive Vice President Marketing, Midstream and Supply Chain of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
David A. Hager	Executive Vice President and Director	Chief Operating Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Lyndon C. Taylor	Executive Vice President	Executive Vice President and General Counsel of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
R. Alan Marcum	Executive Vice President	Executive Vice President Administration of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Frank W. Rudolph	Executive Vice President	Executive Vice President Human Resources of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102

Directors and Executive Officers of Devon Gas Operating, Inc.

<u>Name</u>	<u>Position at Devon Gas Operating, Inc.</u>	<u>Present Principal Occupation or Employment and Business Address</u>
John Richels	President and Chief Executive Officer and Director	President and Chief Executive Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Darryl G. Smette	Executive Vice President and Director	Executive Vice President Marketing, Midstream and Supply Chain of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
David A. Hager	Executive Vice President and Director	Chief Operating Officer of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Lyndon C. Taylor	Executive Vice President	Executive Vice President and General Counsel of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
R. Alan Marcum	Executive Vice President	Executive Vice President Administration of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102
Frank W. Rudolph	Executive Vice President	Executive Vice President Human Resources of Devon Energy Corporation 333 West Sheridan Avenue Oklahoma City, Oklahoma 73102

General Partner and Limited Partner of Devon Gas Services, L.P.

The sole general partner of Devon Gas Services, L.P. is Devon Gas Operating, Inc. and the sole limited partner is Devon Gas Corporation. Information regarding the directors and executive officers of each of these entities are listed above.

**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENLINK MIDSTREAM MANAGER, LLC**

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**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
ENLINK MIDSTREAM MANAGER, LLC**

THIS FIRST AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of EnLink Midstream Manager, LLC (the “Company”), dated as of March 7, 2014, is entered into by Devon Gas Services, L.P., a Texas limited partnership (“Gas Services”), as sole member of the Company as of the date hereof (in such capacity, the “Sole Member”).

RECITALS:

WHEREAS, the Company was previously governed by that certain Limited Liability Company Agreement (the “Original LLC Agreement”) dated as of October 16, 2013.

WHEREAS, Gas Services now desires to amend and restate the Original LLC Agreement in its entirety by executing this First Amended and Restated Limited Liability Company Agreement.

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the Sole Member hereby enters into this Agreement:

**ARTICLE I
DEFINITIONS**

Section 1.1 *Definitions* .

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

“Act” means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

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

“Agreement” means this First Amended and Restated Limited Liability Company Agreement of EnLink Midstream Manager, LLC, as it may be amended, supplemented or restated from time to time. The Agreement constitutes a “limited liability company agreement” as such term is defined in the Act.

“Board” has the meaning assigned to such term in Section 5.1 .

“Capital Contribution” means any cash, cash equivalents or the value of Contributed Property contributed to the Company.

“Cause” is defined in Section 5.3.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware as referenced in Section 2.1, as such Certificate of Formation may be amended, supplemented or restated from time to time.

“Chairman” has the meaning assigned to such term in Section 5.2(d).

“Company” means EnLink Midstream Manager, LLC, a Delaware limited liability company, and any successors thereto.

“Company Group” means the Company and any Subsidiary of the Company, treated as a single consolidated entity.

“Continuing Independent” means, during the period commencing with the date hereof and ending on the third anniversary hereof, the Directors designated as such on Schedule I hereto, and any replacement Director appointed in accordance with the provisions of Section 5.1 (b).

“Contributed Property” means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Company.

“Directors” has the meaning assigned to such term in Section 5.1.

“EnLink Midstream” means EnLink Midstream, LLC, a Delaware limited liability company.

“EnLink Midstream Agreement” means the First Amended and Restated Operating Agreement of EnLink Midstream, LLC, as it may be amended, supplemented or restated from time to time.

“EnLink Midstream Interest” means an interest in EnLink Midstream, which shall include any managing member interest and other membership interests but shall exclude any options, rights, warrants and appreciation rights relating to an equity interest in EnLink Midstream.

“Gas Services” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Group Member” means a member of the Company Group.

“Indemnitee” means (a) the Sole Member; (b) any Person who is or was an Affiliate of the Company; (c) any Person who is or was a manager, managing member, member, partner, director, officer, employee, agent, fiduciary or trustee of the Company, any Group Member or EnLink Midstream; (d) any Person who is or was serving at the request of the Sole Member or any of its Affiliates as a manager, managing member, member, partner, director, officer, employee, agent, fiduciary or trustee of another Person owing a fiduciary or similar duty to any Group Member, in each case, acting in such capacity, *provided*, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services; and (e) any Person the Company designates as an “Indemnitee” for purposes of this Agreement.

“Independent Director” has the meaning assigned to such term in Section 5.2(c)(ii).

“Membership Interest” means all of the Sole Member’s rights and interest in the Company in the Sole Member’s capacity as the Sole Member, all as provided in the Certificate of Formation, this Agreement and the Act.

“Officers” has the meaning given to such term in Section 6.1(a).

“Original LLC Agreement” has the meaning assigned to such term in the recitals of this Agreement.

“Person” means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

“Sole Member” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Subsidiary” means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, but only if such Person, directly or by one or more Subsidiaries of such Person, or a combination thereof, controls such partnership, directly or indirectly, at the date of determination or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

Section 1.2 *Construction* .

(a) Unless the context requires otherwise: (i) capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the EnLink Midstream Agreement; (ii) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (iii) references to Articles and Sections refer to Articles and Sections of this Agreement; and (iv) the term “include” or “includes” means includes, without limitation, and “including” means including, without limitation.

(b) A reference to any Person includes such Person’s successors and permitted assigns.

ARTICLE II ORGANIZATION

Section 2.1 **Formation** . On October 16, 2013, Gas Services formed the Company as a limited liability company pursuant to the provisions of the Act by virtue of the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

Section 2.2 **Name** . The name of the Company shall be “EnLink Midstream Manager, LLC”. The Company’s business may be conducted under any other name or names deemed necessary or appropriate by the Board in its discretion, including, if consented to by the Board, the name of EnLink Midstream. The words “Limited Liability Company,” “L.L.C.” or “LLC” or similar words or letters shall be included in the Company’s name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The Board in its discretion may change the name of the Company at any time and from time to time and shall promptly notify the Sole Member of such change.

Section 2.3 **Registered Office; Registered Agent; Principal Office; Other Offices** . Unless and until changed by the Board, the registered office of the Company in the State of Delaware shall be located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Company shall be located at 2501 Cedar Springs, Dallas, Texas 75201, or such other place as the Board may from time to time designate. The Company may maintain offices at such other place or places within or outside the State of Delaware as the Board deems necessary or appropriate.

Section 2.4 **Purpose and Business** . The purpose and nature of the business to be conducted by the Company shall be to (a) serve as the managing member of EnLink Midstream and, in connection therewith, to exercise all rights conferred upon the Company as the managing member of EnLink Midstream in accordance with the EnLink Midstream Agreement; (b) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that the Company is permitted to engage in and, in connection therewith, to exercise all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity; (c) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the Sole Member and that lawfully may be conducted by a limited liability company organized pursuant to the Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Company pursuant to the agreements relating to such business activity; or (d) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member, EnLink Midstream or any Subsidiary of EnLink Midstream.

Section 2.5 **Powers** . The Company shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Company.

Section 2.6 **Term** . The term of the Company commenced upon the filing of the Certificate of Formation in accordance with the Act and shall continue in existence in perpetuity or until the dissolution of the Company in accordance with the provisions of Article VIII. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation as provided in the Act.

Section 2.7 **Title to Company Assets** . Title to Company assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Company as an entity, and the Sole Member shall not have any ownership interest in such Company assets or any portion thereof.

ARTICLE III RIGHTS OF SOLE MEMBER

Section 3.1 **Voting** . Unless otherwise granted to the Board by this Agreement, the Sole Member shall possess the entire voting interest in all matters relating to the Company, including the matters set forth in Sections 5.6(b) and 5.6(c); *provided* , that the Sole Member shall not amend any provision of this Agreement relating to the Continuing Independents (including the manner in which they may be removed and replaced and their participation on certain committees) without the approval of a majority of the remaining Continuing Independents and the Chief Executive Officer.

Section 3.2 **Distributions** . Distributions by the Company of cash or other property shall be made to the Sole Member at such time as the Sole Member deems appropriate.

ARTICLE IV CAPITAL CONTRIBUTIONS; PREEMPTIVE RIGHTS; NATURE OF MEMBERSHIP INTEREST

Section 4.1 **Initial Capital Contributions** . On October 16, 2013, in connection with the formation of the Company, the Sole Member made a contribution to the capital of the Company in the amount of \$1,000 in exchange for all of the Membership Interests.

Section 4.2 **Additional Capital Contributions** . The Sole Member shall not be obligated to make additional Capital Contributions to the Company.

Section 4.3 **No Preemptive Rights** . No Person shall have preemptive, preferential or other similar rights with respect to: (a) additional Capital Contributions; (b) issuance or sale of any class or series of Membership Interests, whether unissued, held in the treasury or hereafter created; (c) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such Membership Interests; (d) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any such Membership Interests; or (e) issuance or sale of any other securities that may be issued or sold by the Company.

Section 4.4 **Fully Paid and Non-Assessable Nature of Membership Interests** . All Membership Interests issued pursuant to, and in accordance with, the requirements of this Article IV shall be fully paid and non-assessable Membership Interests, except as such non-assessability may be affected by Section 18-607 of the Act.

**ARTICLE V
MANAGEMENT AND OPERATION OF BUSINESS**

Section 5.1 *Establishment of the Board* .

(a) The number of directors (the “Directors”) constituting the board of directors of the Company (the “Board”) shall be at least three and not more than twelve, unless otherwise fixed from time to time pursuant to action by the Sole Member.

(b) The Directors shall be elected or appointed by the Sole Member. The Directors shall serve as Directors of the Company for their term of office established pursuant to Section 5.3. As of the date hereof, the Directors are as set forth on Schedule I hereto. The Directors designated as Continuing Independent on Schedule I hereto are Independent Directors mutually agreed by each of Devon Energy Corporation and Crosstex Energy, Inc. on or prior to the date hereof. During the period commencing with the date hereof and ending on the third anniversary hereof, the Sole Member shall not appoint any replacement for any Continuing Independent without the approval of a majority of the remaining Continuing Independents and the Chief Executive Officer.

Section 5.2 *The Board; Delegation of Authority and Duties* .

(a) *Sole Members and Board* . Except as otherwise provided in this Agreement, the business and affairs of the Company shall be managed under the direction of the Board, which shall possess all rights and powers which are possessed by “managers” under the Act and otherwise by applicable law, pursuant to Section 18-402 of the Act, subject to the provisions of this Agreement. Except as otherwise provided for herein, the Sole Member hereby consents to the exercise by the Board of all such powers and rights conferred on it by the Act or otherwise by applicable law with respect to the management and control of the Company.

(b) *Delegation by the Board* . The Board shall have the power and authority to delegate to one or more other Persons the Board’s rights and powers to manage and control the business and affairs of the Company, including delegating such rights and powers of the Board to agents and employees of the Company (including Officers). The Board may authorize any Person (including the Sole Member, or any Director or Officer) to enter into any document on behalf of the Company and perform the obligations of the Company thereunder.

(c) *Committees* .

(i) The Board may establish committees of the Board and may delegate any of its responsibilities to such committees. If the Board establishes a Conflicts Committee (as defined in the EnLink Midstream Agreement), the Continuing Independents shall be members of such committee unless they decline appointment thereto or do not meet the standards required to be members thereof.

(ii) The Board shall have an audit committee comprised of at least three Directors, all of whom shall be Independent Directors. Such audit committee shall establish a written audit committee charter in accordance with the rules of the principal national securities exchange on which a class of EnLink Midstream Interests of EnLink Midstream are listed or admitted to trading, as amended from time to time. “Independent Director” shall mean Directors meeting independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act of 1934 and the rules and regulations of the Securities and Exchange Commission thereunder and by the national securities exchange on which any class of EnLink Midstream Interests of EnLink Midstream are listed or admitted to trading. The Continuing Independents shall be members of the Audit Committee unless they decline appointment thereto or are not Independent Directors.

(d) *Chairman of the Board* . The Sole Member may appoint a chairman (the “Chairman”) of the Board. The Chairman of the Board, if appointed, shall be a member of the Board and shall preside at all meetings of the Board and of the non-managing members of EnLink Midstream. The Chairman of the Board shall not be an Officer by virtue of being the Chairman of the Board but may otherwise be an Officer. The Chairman of the Board may be removed either with or without cause at any time by the Sole Member. No removal or resignation as Chairman of the Board shall affect such Chairman’s status as a Director unless such person is also removed or resigns as a Director.

Section 5.3 *Term of Office* . Once designated pursuant to Section 5.1, a Director shall continue in office until the removal of such Director in accordance with the provisions of this Agreement or until the earlier death or resignation of such Director. Any Director may resign at any time by giving written notice of such Director’s resignation to the Board. Any such resignation shall take effect at the time the Board receives such notice or at any later effective time specified in such notice. Unless otherwise specified in such notice, the acceptance by the Board of such Director’s resignation shall not be necessary to make such resignation effective. Notwithstanding anything herein or under applicable law to the contrary, any Director may be removed at any time with or without Cause by the Sole Member; *provided* , that the Sole Member shall not remove a Continuing Independent, other than for Cause or because the Continuing Independent ceases to be an Independent Director, without the approval of a majority of the remaining Continuing Independents and the Chief Executive Officer. For purpose of the foregoing, “Cause” means with respect to any Director, gross misconduct or neglect, false or fraudulent misrepresentation regarding such director’s qualifications or credentials, unauthorized disclosure of material confidential information concerning the Company and its Subsidiaries, conversion of corporate funds, acts involving moral turpitude, material violation of any code of conduct adopted by the Company, EnLink Midstream or their Subsidiaries or similar acts detrimental to the Company or EnLink Midstream.

Section 5.4 *Meetings of the Board and Committees* .

(a) *Meetings* . The Board (or any committee of the Board) shall meet at such time and at such place as the Chairman of the Board (or the chairman of such committee) may designate. Written notice of all regular meetings of the Board (or any committee of the Board) must be given to all Directors (or all members of such committee) at least two days prior to the

regular meeting of the Board (or such committee). Special meetings of the Board (or any committee of the Board) shall be held at the request of the Chairman, a majority of the Directors (or a majority of the members of such committee) or the Sole Member upon at least two days (if the meeting is to be held in person) or twenty-four hours (if the meeting is to be held telephonically) oral or written notice to the Directors (or the members of such committee) or upon such shorter notice as may be approved by the Directors (or the members of such committee), which approval may be given before or after the relevant meeting to which the notice relates. All notices and other communications to be given to Directors (or members of a committee) 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 as an attachment to an electronic mail message or facsimile, and shall be directed to the address, electronic mail address or facsimile number as such Director (or member) 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 (or committee) need be specified in the notice of such meeting. Any Director (or member of such committee) may waive the requirement of such notice as to such Director (or such member).

(b) *Conduct of Meetings* . Any meeting of the Board (or any committee of the Board) may be held in person or by telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(c) *Quorum* . Fifty percent or more of all Directors (or members of a committee of the Board), present in person or participating in accordance with Section 5.4(b), shall constitute a quorum for the transaction of business, but if at any meeting of the Board (or committee) there shall be less than a quorum present, a majority of the Directors (or members of a committee) present may adjourn the meeting without further notice. The Directors (or members of a committee) present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Directors (or members of a committee) to leave less than a quorum; *provided* , *however* , that only the acts of the Directors (or members of a committee) meeting the requirements of Section 5.5 shall be deemed to be acts of the Board (or such committee).

Section 5.5 *Voting* . Except as otherwise provided in this Agreement, the effectiveness of any vote, consent or other action of the Board (or any committee) in respect of any matter shall require either (i) the presence of a quorum and the affirmative vote of at least a majority of the Directors (or members of such committee) present or (ii) the written consent (in lieu of meeting) of the Directors (or members of such committee) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the Board (or any committee) at which all Directors (or members of such committee) entitled to vote thereon were present and voted. Any Director may vote in person or by proxy (pursuant to a power of attorney) on any matter that is to be voted on by the Board at a meeting thereof.

Section 5.6 ***Responsibility and Authority of the Board*** .

(a) *General* . Except as otherwise provided in this Agreement, the relative authority and functions of the Board, on the one hand, and the Officers, on the other hand, shall be identical to the relative 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. The Officers shall be vested with such powers and duties as are set forth in Section 6.1 hereof and as are specified by the Board from time to time. Accordingly, except as otherwise specifically provided in this Agreement, 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 this Agreement, the EnLink Midstream Agreement, the Act or applicable law.

(b) *Member Consent Required for Extraordinary Matters* . Notwithstanding anything herein to the contrary, the Board will not take any action without approval of the Sole Member with respect to an extraordinary matter that would have, or would reasonably be expected to have, a material effect, directly or indirectly, on the Sole Member's interests in the Company. The type of extraordinary matter referred to in the prior sentence which requires approval of the Sole Member shall include, but not be limited to, the following: (i) commencement of any action relating to bankruptcy, insolvency, reorganization or relief of debtors by the Company, EnLink Midstream or a material Subsidiary thereof; (ii) a merger, consolidation, recapitalization or similar transaction involving the Company, EnLink Midstream or a material Subsidiary thereof; (iii) a sale, exchange or other transfer not in the ordinary course of business of a substantial portion of the assets of EnLink Midstream or a material Subsidiary of EnLink Midstream, viewed on a consolidated basis, in one or a series of related transactions; (iv) dissolution or liquidation of the Company or EnLink Midstream; and (v) a material amendment of the EnLink Midstream Agreement. An extraordinary matter will be deemed approved by the Sole Member if the Board receives a written, facsimile or electronic instruction evidencing such approval from the Sole Member or if a majority of the Directors that do not qualify as Independent Directors because of their affiliation with the Sole Member, approve such matter. To the fullest extent permitted by law, a Director, acting as such, shall have no duty, responsibility or liability to the Sole Member with respect to any action by the Board approved by the Sole Member.

(c) *Member-Managed Decisions* . Notwithstanding anything herein to the contrary, the Sole Member shall have exclusive authority over the internal business and affairs of the Company that do not relate to management and control of EnLink Midstream and its subsidiaries. For illustrative purposes, the internal business and affairs of the Company where the Sole Member shall have exclusive authority include (i) the amount and timing of distributions paid by the Company, (ii) the issuance or repurchase of any equity interests in the Company, (iii) the prosecution, settlement or management of any claim made directly against the Company, (iv) the decision to sell, convey, transfer or pledge any asset of the Company, (v) the decision to amend, modify or waive any rights relating to the assets of the Company and (vi) the decision to enter into any agreement to incur an obligation of the Company other than an agreement entered into for and on behalf of EnLink Midstream for which the Company is liable exclusively by virtue of the Company's capacity as managing member of EnLink Midstream or of any of its Affiliates.

In addition, notwithstanding anything herein to the contrary, the Sole Member shall have exclusive authority to cause the Company to exercise the rights of the Company as managing member of EnLink Midstream (or those exercisable after the Company ceases to be the managing member of EnLink Midstream) where (a) the Company makes a determination or takes or declines to take any other action in its individual capacity under the EnLink Midstream Agreement or (b) where the EnLink Midstream Agreement permits the Company to make a determination or take or decline to take any other action in its sole discretion. For illustrative purposes, a list of provisions where the Company would be acting in its individual capacity or is permitted to act in its sole discretion is contained in Appendix A hereto.

Section 5.7 ***Devotion of Time*** . The Directors shall not be obligated and shall not be expected to devote all of their time or business efforts to the affairs of the Company (except, to the extent appropriate, in their capacity as officers or as employees of the Company or any Affiliate of the Company).

Section 5.8 ***Certificate of Formation*** . Gas Services caused the Certificate of Formation to be filed with the Secretary of State of the State of Delaware as required by the Act and certain other certificates or documents it determined in its discretion to be necessary or appropriate for the qualification and operation of the Company in certain other states. The Board shall use all reasonable efforts to cause to be filed such additional certificates or documents as may be determined by the Board to be necessary or appropriate for the formation, continuation, qualification and operation of a limited liability company in the State of Delaware or any other state in which the Company may elect to do business or own property. To the extent that such action is determined by the Board to be necessary or appropriate, the Board shall cause the Officers to file amendments to and restatements of the Certificate of Formation and do all things to maintain the Company as a limited liability company under the laws of the State of Delaware or of any other state in which the Company may elect to do business or own property.

Section 5.9 ***Benefit Plans*** . The Board may propose and adopt on behalf of the Company employee benefit plans, employee programs and employee practices, or cause the Company to issue interests of the Company (or to exercise its authority to cause EnLink Midstream to issue EnLink Midstream Interests), in connection with or pursuant to any employee benefit plan, employee program or employee practice maintained or sponsored by any Group Member or any Affiliate thereof, in each case for the benefit of employees of the Company, any Group Member or any Affiliate thereof, or any of them, in respect of services performed, directly or indirectly, for the benefit of any Group Member.

Section 5.10 ***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 threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Company; *provided* , that the Indemnitee shall not be indemnified and held harmless 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 the Indemnitee is seeking indemnification pursuant to this Section 5.10, the Indemnitee acted in bad faith or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 5.10 shall be made only out of the assets of the Company, it being agreed that the Sole Member shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Company to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 5.10(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 5.10, that the Indemnitee is not entitled to be indemnified upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 5.10.

(c) The indemnification provided by this Section 5.10 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

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

(e) For purposes of this Section 5.10, 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 5.10(a); and action taken or omitted by an 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 best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Company.

(f) An Indemnitee shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person or entity (including any other Indemnitee and any expert or advisor retained by or on behalf of the Company or the Board) as to matters the Indemnitee reasonably believes to be within such other person's or entity's professional or expert competence.

(g) In no event may an Indemnitee subject the Sole Member to personal liability by reason of the indemnification provisions set forth in this Agreement.

(h) An Indemnitee shall not be denied indemnification in whole or in part under this Section 5.10 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.

(i) The provisions of this Section 5.10 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(j) No amendment, modification or repeal of this Section 5.10 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 5.10 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 5.11 *Liability of Indemnitees* .

(a) Notwithstanding anything to the contrary set forth in this Agreement or the EnLink Midstream Agreement, no Indemnitee shall be liable for monetary damages to the Company, the Sole Member or any other Persons who have acquired interests in the Company, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

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

(c) Any amendment, modification or repeal of this Section 5.11 shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 5.11 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 5.12 ***Reliance by Third Parties*** . Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Company shall be entitled to assume that any Officer authorized by the Board to act for and on behalf of and in the name of the Company has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Company and to enter into any authorized contracts on behalf of the Company, and such Person shall be entitled to deal with any such Officer as if it were the Company's sole party in interest, both legally and beneficially. The Sole Member hereby waives any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of any such Officer in connection with any such dealing. In no event shall any Person dealing with any such Officer or its representatives be obligated to ascertain that the terms of the Agreement have been complied with or to inquire into the necessity or expedience of any act or action of any such Officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Company by any Officer authorized by the Board shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of and in the name of the Company and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Company.

Section 5.13 ***Other Business of Members*** .

(a) *Existing Business Ventures* . The Sole Member, each Director and their respective Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or EnLink Midstream, and the Company, EnLink Midstream, the Directors and the Sole Member shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company or EnLink Midstream, shall not be deemed wrongful or improper.

(b) *Business Opportunities* . None of the Sole Member, any Director or any of their respective Affiliates shall be obligated to present any particular investment opportunity to the Company or EnLink Midstream even if such opportunity is of a character that the Company, EnLink Midstream or any of their respective subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and the Sole Member, each Director or any of their respective Affiliates shall have the right to take for such person's own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

ARTICLE VI
OFFICERS

Section 6.1 *Officers* .

(a) *Generally* . The Board shall appoint agents of the Company, referred to as “ Officers ” of the Company as described in this Section 6.1 , who shall be responsible for the day-to-day business affairs of the Company, subject to the overall direction and control of the Board. Unless provided otherwise by the Board, the Officers shall have the titles, power, authority and duties described below in this Section 6.1 .

(b) *Titles and Number* . The Officers shall be one Chief Executive Officer, one or more Presidents, any and all Vice Presidents, the Secretary and any and all Assistant Secretaries and any Treasurer and any and all Assistant Treasurers and any other Officers appointed pursuant to this Section 6.1 . There shall be appointed from time to time, in accordance with this Section 6.1 , such Vice Presidents, Secretaries, Assistant Secretaries, Treasurers and Assistant Treasurers as the Board may desire. Any Person may hold two or more offices.

(i) *President/Chief Executive Officer* . The Board shall elect one or more individuals to serve, subject to the direction and supervision of the Board, as the President and/or Chief Executive Officer of the Company and shall have general and active management and control of the affairs and business and general supervision of the Company, and EnLink Midstream and its subsidiaries, and its officers, agents and employees, and shall perform all duties incident to the office of chief executive officer of the Company and such other duties as may be prescribed from time to time by the Board. Each President and/or Chief Executive Officer shall have the nonexclusive authority to sign on behalf of the Company any deeds, mortgages, leases, bonds, notes, certificates, contracts or other instruments, 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. In the absence of the Chairman, or the Vice Chairman, if there is one, or in the event of the Chairman’s inability or refusal to act, a President and/or Chief Executive Officer shall perform the duties of the Chairman, and each President and/or Chief Executive Officer, when so acting, shall have all of the powers of the Chairman.

(ii) *Vice Presidents* . The Board, in its discretion, may elect one or more Vice Presidents. In the absence of any President and Chief Executive Officer or in the event of a President’s or Chief Executive Officer’s inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of a President and/or Chief Executive Officer, and the Vice President, when so acting, shall have all of the powers and be subject to all the restrictions upon a President and/or Chief Executive Officer. Each Vice President shall perform such other duties as from time to time may be assigned by a President and/or Chief Executive Officer or the Board.

(iii) *Secretary and Assistant Secretaries* . The Board, in its discretion, may elect a Secretary and one or more Assistant Secretaries. The Secretary shall record or cause to be recorded in books provided for that purpose the minutes of the meetings or actions of the Board, of the Sole Member and of the non-managing members of EnLink Midstream, shall see that all notices are duly given in accordance with the provisions of this Agreement and as required by law, shall be custodian of all records (other than financial), shall see that the books, reports, statements, certificates and all other documents and records required by law are properly kept and filed, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may, from time to time, be assigned to him by this Agreement, the Board or a President. The Assistant Secretaries shall exercise the powers of the Secretary during that Officer's absence or inability or refusal to act.

(iv) *Treasurer and Assistant Treasurers* . The Board, in its discretion, may elect a Treasurer and one or more Assistant Treasurers. The Treasurer shall keep or cause to be kept the books of account of the Company and shall render statements of the financial affairs of the Company in such form and as often as required by this Agreement, the Board or a President. The Treasurer, subject to the order of the Board, shall have the custody of all funds and securities of the Company. The Treasurer shall perform all other duties commonly incident to his office and shall perform such other duties and have such other powers as this Agreement, the Board or a President, shall designate from time to time. The Assistant Treasurers shall exercise the power of the Treasurer during that Officer's absence or inability or refusal to act. Each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations and other instruments of the Company. If no Treasurer or Assistant Treasurer is appointed and serving or in the absence of the appointed Treasurer and Assistant Treasurer, a President or such other Officer as the Board shall select, shall have the powers and duties conferred upon the Treasurer.

(c) *Other Officers and Agents* . The Board may appoint such other Officers and agents as may from time to time appear to be necessary or advisable in the conduct of the affairs of the Company, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

(d) *Appointment and Term of Office* . The Officers shall be appointed by the Board at such time and for such terms as the Board shall determine. Any Officer may be removed, with or without cause, only by the Board. Vacancies in any office may be filled only by the Board.

(e) *Powers of Attorney* . The Board may grant powers of attorney or other authority as appropriate to establish and evidence the authority of the Officers and other Persons.

(f) *Officers' Delegation of Authority* . Unless otherwise provided by resolution of the Board, no Officer shall have the power or authority to delegate to any Person such Officer's rights and powers as an Officer to manage the business and affairs of the Company.

Section 6.2 **Compensation** . The Officers shall receive such compensation for their services as may be designated by the Board or any committee thereof established for the purpose of setting compensation.

ARTICLE VII BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 7.1 **Records and Accounting** . The Board shall keep or cause to be kept at the principal office of the Company appropriate books and records with respect to the Company's business. The books of account of the Company shall be (i) maintained on the basis of a fiscal year that is the calendar year and (ii) maintained on an accrual basis in accordance with U.S. generally accepted accounting principles, consistently applied.

Section 7.2 **Reports** . With respect to each calendar year, the Board shall prepare, or cause to be prepared, and deliver, or cause to be delivered, to the Sole 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.

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

Section 7.3 **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 Officers. All withdrawals from any such depository shall be made only as authorized by the Officers and shall be made only by check, wire transfer, debit memorandum or other written instruction.

ARTICLE VIII DISSOLUTION AND LIQUIDATION

Section 8.1 **Dissolution** .

(a) The Company shall be of perpetual duration; however, the Company shall dissolve, and its affairs shall be wound up, upon:

(i) an election to dissolve the Company by the Sole Member;

(ii) the entry of a decree of judicial dissolution of the Company pursuant to the provisions of the Act; 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 8.2 *Effect of Dissolution* . Except as otherwise provided in this Agreement, upon the dissolution of the Company, the Sole 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 Sole 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 8.3, 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 8.3 *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) First, to the payment of debts and liabilities of the Company (including to the Sole Member to the extent permitted by applicable law) and the expenses of liquidation;

(b) Second, 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 Sole Member, 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; and

(c) Thereafter, the remainder to the Sole Member.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 *Addresses and Notices* . Any notice, demand, request, report or proxy materials required or permitted to be given or made to the Sole Member under this Agreement shall be in writing and shall be deemed given or made when delivered in person, when received by electronic message or facsimile or when sent by first class United States mail or by other means of written communication to the Sole Member at the address described below. Any notice to the Company shall be deemed given if received by a President at the principal office of the Company designated pursuant to Section 2.3 . The Company may rely and shall be protected in relying on any notice or other document from the Sole Member or other Person if believed by it to be genuine.

If to the Sole Member:

Devon Gas Services, L.P.
333 W. Sheridan Ave.
Oklahoma City, OK 73102
Attention: General Counsel
Telephone: 405-228-2800
Facsimile: 405-552-1400

Section 9.2 **Creditors** . None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Company.

Section 9.3 **Applicable Law** . This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Section 9.4 **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 9.5 **Third Party Beneficiaries** . The Sole Member agrees that any Indemnitee and any Continuing Independent shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee or Continuing Independent.

[*The remainder of this page is intentionally blank*]

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first written above.

DEVON GAS SERVICES, L.P.

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

By: /s/ Darryl G. Smette

Name: Darryl G. Smette

Title: Executive Vice President

SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT
OF ENLINK MIDSTREAM MANAGER, LLC

APPENDIX A

The following are provisions of the EnLink Midstream Agreement where the Company is permitted to act in its sole discretion or would be acting in its individual capacity. Capitalized terms used but not defined in this Appendix A have the meanings assigned to them in the EnLink Midstream Agreement.

- (a) Section 2.4 (“*Purpose and Business*”), with respect to decisions to propose or approve the conduct by EnLink Midstream of any business;
- (b) Section 4.6 (“*Transfer of the Managing Member’s Managing Member Interest*”), solely with respect to the decision by the Company to transfer its managing member interest in EnLink Midstream;
- (c) Section 5.8 (“*Limited Preemptive Right*”), with respect to the right to purchase EnLink Midstream Interests from EnLink Midstream;
- (d) Section 7.6(d) (relating to the right of the Company and its Affiliates to purchase Units or other Membership Interests and exercise rights related thereto);
- (e) Section 7.7 (“*Indemnification*”), solely with respect to any decision by the Company to exercise its rights as an “Indemnitee”;
- (f) Section 11.1 (“*Withdrawal of the Managing Member*”), solely with respect to the decision by the Company to withdraw as Managing Member of EnLink Midstream and to giving notices required thereunder;
- (g) Sections 11.3(a) and (b) (“*Interest of Departing Managing Member and Successor Managing Member*”); and
- (h) Section 15.1 (“*Right to Acquire Non-Managing Managing Member Interests*”).

Appendix A

SCHEDULE I

Director Name

Status (for purposes of Section 5.1(b))

Barry E. Davis

John Richels

David A. Hager

Darryl G. Smette

Thomas L. Mitchell

Mary P. Ricciardello

James C. Crain

Rolf A. Gafvert

Leldon E. Echols

Continuing Independent

Continuing Independent

Continuing Independent

Schedule I

JOINT FILING AGREEMENT

We, the undersigned, hereby express our agreement that the attached Schedule 13D is, and any further amendments thereto signed by each of the undersigned shall be, filed on behalf of each of us pursuant to and in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This agreement may be terminated with respect to the obligations to jointly file future amendments to such statement on Schedule 13D as to any of the undersigned upon such person giving written notice thereof to each of the other persons signatory hereto, at the principal office thereof.

Date: March 17, 2014

DEVON ENERGY CORPORATION

By: /s/ Carla D. Brockman
 Name: Carla D. Brockman
 Title: Vice President Corporate Governance and
 Secretary

**DEVON ENERGY CORPORATION
(OKLAHOMA)**

By: /s/ Carla D. Brockman
 Name: Carla D. Brockman
 Title: Vice President and Secretary

DEVON GAS CORPORATION

By: /s/ Carla D. Brockman
 Name: Carla D. Brockman
 Title: Vice President and Secretary

DEVON GAS OPERATING, INC.

By: /s/ Carla D. Brockman
 Name: Carla D. Brockman
 Title: Vice President and Secretary

DEVON GAS SERVICES, L.P.

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

By: /s/ Carla D. Brockman
 Name: Carla D. Brockman
 Title: Vice President and Secretary

JOINT FILING AGREEMENT