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As filed with the Securities and Exchange Commission on November 25, 2013

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

ENABLE MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware	4922	72-1252419
(State or jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

One Leadership Square
211 North Robinson Avenue
Suite 950
Oklahoma City, Oklahoma 73102
(405) 525-7788

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Mark C. Schroeder
General Counsel
1111 Louisiana Street
Houston, Texas 77002
(713) 207-1111

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non- accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[(1)(2)]	Amount of Registration Fee
Common units representing limited partner interests	$500,000,000	$64,400

(1) Includes common units issuable upon exercise of the Underwriters' over-allotment option.
(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o).

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not offer or sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS
Subject To Completion, dated November 25, 2013

ENABLE™ MIDSTREAM PARTNERS

Common Units
Representing Limited Partner Interests

This is the initial public offering of common units of Enable Midstream Partners, LP. All of the common units are being sold by us. We currently estimate that the initial public offering price will be between $ and $ per common unit. Prior to this offering, there has been no public market for our common units. We intend to apply to list our common units on the New York Stock Exchange under the symbol "ENBL."

Investing in our common units involves risks. Please see "Risk Factors" beginning on page 25.

These risks include the following:

- *We may not have sufficient cash from operations following the establishment of cash reserves and payment of fees and expenses, including cost reimbursements to our general partner and its affiliates, to enable us to pay the minimum quarterly distribution to holders of our common and subordinated units.*
- *Our contracts are subject to renewal risks.*
- *Natural gas, NGL and crude oil prices are volatile, and changes in these prices could adversely affect our results of operations and our ability to make cash distributions to unitholders.*
- *Our general partner and its affiliates, including OGE Energy and CenterPoint Energy, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders.*
- *Our partnership agreement restricts the remedies available to holders of our common units for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.*
- *Holders of our common units have limited voting rights and are not entitled to elect our general partner or its directors.*
- *Even if holders of our common units are dissatisfied, they will not initially be able to remove our general partner without its consent.*
- *Our tax treatment depends on our status as a partnership for federal income tax purposes. If the Internal Revenue Service, or IRS, were to treat us as a corporation for federal income tax purposes, which would subject us to entity-level taxation, then our distributable cash flow to our unitholders would be substantially reduced.*
- *Our unitholders' share of our income will be taxable to them for U.S. federal income tax purposes even if they do not receive any cash distributions from us.*

	Per Common Unit	***Total***
Initial public offering price	*$*	*$*
Underwriting discounts and commissions	*$*	*$*
Proceeds, before expenses, to Enable Midstream Partners, LP	*$*	*$*

We have granted the underwriters a 30-day option to purchase up to an additional common units from us on the same terms and conditions as set forth above if the underwriters sell more than common units in this offering.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the common units to purchasers on or about , 2014, through the book-entry facilities of The Depository Trust Company.

Morgan Stanley *Barclays* *Goldman, Sachs & Co.*

Prospectus dated , 2014

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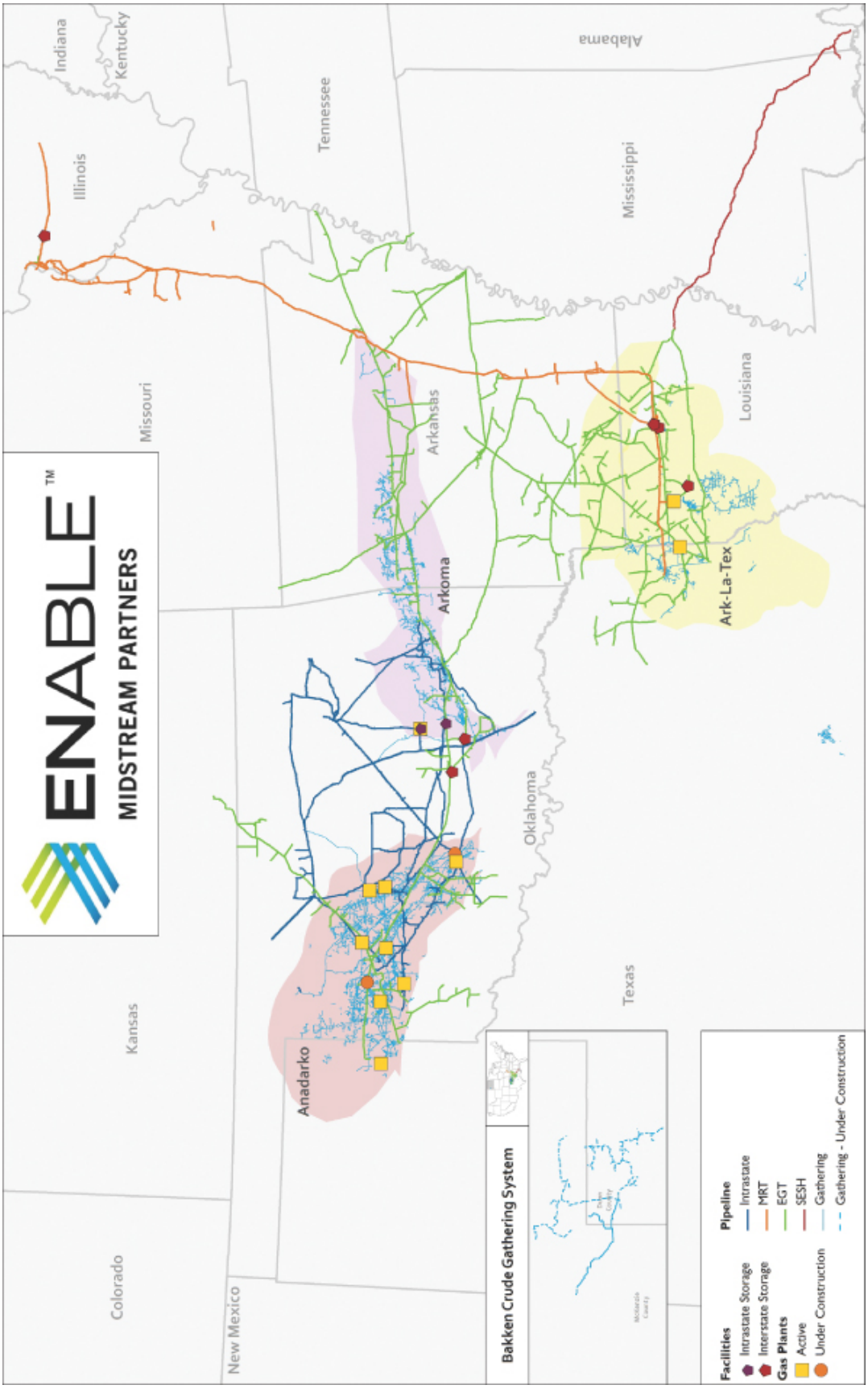

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You should rely only on the information contained in this prospectus or in any free writing prospectus we may authorize to be delivered to you. Neither we nor the underwriters have authorized anyone to provide you with additional or different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus. Our business, financial condition, results of operations and prospects may have changed since that date.

INDUSTRY AND MARKET DATA

The data included in this prospectus regarding the midstream natural gas and crude oil industry, including descriptions of trends in the market and our position and the position of our competitors within the industry, is based on a variety of sources, including independent industry publications, government publications and other published independent sources, information obtained from customers, distributors, suppliers and trade and business organizations and publicly available information, as well as our good faith estimates, which have been derived from management's knowledge and experience in the industry in which we operate. Although we have not independently verified the accuracy or completeness of the third-party information included in this prospectus, based on management's knowledge and experience, we believe that the third-party sources are reliable and that the third-party information included in this prospectus or in our estimates is accurate and complete.

SUMMARY

This summary provides a brief overview of information contained elsewhere in this prospectus. Because it is abbreviated, this summary may not contain all of the information that you should consider before investing in our common units. You should read the entire prospectus carefully, including the historical combined and consolidated financial statements, the pro forma combined financial statements and the related notes included elsewhere herein. Unless indicated otherwise, the information presented in this prospectus assumes (1) an initial public offering price of $ per common unit and (2) that the underwriters do not exercise their option to purchase additional common units. You should read "Risk Factors" beginning on page 25 for more information about important risks that you should consider carefully before investing in our common units. We include a glossary of some of the terms used in this prospectus as Appendix B.

Except as otherwise set forth in the prospectus, all references in this prospectus to "our," "we," the "partnership," "us" and like terms, when used with respect to periods prior to May 1, 2013, refer to the entities comprising CenterPoint Energy's interstate pipelines and field services reportable business segments, and when used with respect to periods on and after May 1, 2013, refer to Enable Midstream Partners, LP and its subsidiaries. For a description of the transactions entered into in connection with the formation of our partnership on May 1, 2013, please read "—Formation Transactions and Partnership Structure." References to "Enable GP" or our "general partner" are to Enable GP, LLC, a Delaware limited liability company and our general partner; references to "CenterPoint Energy" are to CenterPoint Energy, Inc., a Texas corporation, and its subsidiaries, other than us; references to "OGE Energy" are to OGE Energy Corp., an Oklahoma corporation, and its subsidiaries, other than us; references to our "sponsors" are to CenterPoint Energy and OGE Energy; and references to "ArcLight" are to ArcLight Capital Partners, LLC, a Delaware limited liability company, its affiliated entities, ArcLight Energy Partners Fund V, L.P., ArcLight Energy Partners Fund IV, L.P., and Bronco Midstream Partners, L.P., and their respective general partners and subsidiaries.

ENABLE MIDSTREAM PARTNERS, LP

Our Business

We are a large-scale, growth-oriented limited partnership formed to own, operate and develop strategically located natural gas and crude oil infrastructure assets. We serve key current and emerging production areas in the United States, including several premier, unconventional shale resource plays and local and regional end-user markets in the United States. Our assets and operations are organized into two business segments: (i) gathering and processing, which primarily provides natural gas gathering, processing and fractionation services and crude oil gathering for our producer customers, and (ii) transportation and storage, which provides interstate and intrastate natural gas pipeline transportation and storage service to natural gas producers, utilities and industrial customers. In both business segments, we generate a substantial portion of our gross margin under long-term, fee-based agreements that minimize our direct exposure to commodity price fluctuations.

Our natural gas gathering and processing assets are strategically located in four states and serve natural gas production from some of the most productive shale developments in the Anadarko, Arkoma and Ark-La-Tex basins. These basins have experienced a strong increase in investment and drilling activity by exploration and production companies in recent years. We also own an emerging crude oil gathering business in the Bakken shale formation that commenced initial operations in November 2013. We are continuing to construct additional crude oil gathering capacity in this area. Our natural gas transportation and storage assets extend from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois.

Upon our formation in May 2013 as a limited partnership among OGE Energy, CenterPoint Energy and ArcLight, we became one of the largest midstream partnerships in the United States based on total assets. As of September 30, 2013, our portfolio of energy infrastructure assets included approximately 11,000 miles of

gathering pipelines, 11 major processing plants with approximately 1.9 Bcf/d of processing capacity, approximately 7,800 miles of interstate pipelines (including Southeast Supply Header, LLC, or SESH), approximately 2,300 miles of intrastate pipelines and eight storage facilities comprising 86.5 Bcf of storage capacity. We believe our scale benefits our customers by providing them with fully integrated midstream services and improved access from the wellhead to the marketplace. In addition, we believe our scale and scope will position us to be more competitive in developing new energy infrastructure assets and adding complementary services and business lines.

From the year ended December 31, 2010 through the nine month period ended September 30, 2013, on a pro forma basis, we grew the volume of natural gas gathered on our systems by 17%. Over the same time period, the volume of gas processed on our systems grew by 49% on a pro forma basis. We expect to continue to grow our business by providing midstream services to our customers' rapidly growing upstream development projects. We expect our customers' activity in the basins in which we operate to result in higher throughput on our systems and additional organic growth opportunities to expand the capacity and utilization of our assets. We also expect to grow our business and distributable cash flow by developing new energy infrastructure projects to support new and existing customers as they expand beyond our current footprint, as well as through third-party acquisitions. For the years ended December 31, 2011 and 2012, on a pro forma basis, we invested $724 million and $902 million, respectively, in expansion capital expenditures. During the nine months ended September 30, 2013, on a pro forma basis, we invested $409 million in expansion capital expenditures. We expect that our expansion capital expenditures will be $448 million for the year ending December 31, 2014.

We believe that our contractual arrangements provide a strong platform to support established operations and future organic growth. For the nine months ended September 30, 2013, on a pro forma basis, approximately 75% of our gross margin was generated from contracts that are fee-based, and approximately 50% of our gross margin was attributable to firm contracts or contracts with minimum volume commitment features.

For the nine months ended September 30, 2013, on a pro forma basis, we generated $984 million of gross margin, $586 million of Adjusted EBITDA and $338 million of net income. Gross margin and Adjusted EBITDA are non-GAAP financial measures. For definitions of gross margin and Adjusted EBITDA and a reconciliation to their most directly comparable financial measures calculated in accordance with generally accepted accounting principles in the United States, or GAAP, please read "—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures."

Gathering and Processing. We provide gathering, processing, treating, compression, dehydration and natural gas liquids (NGLs) fractionation for natural gas producers. Our gathering and processing assets are strategically located in established and actively developing basins in the United States and are interconnected with our interstate and intrastate pipelines and with third-party pipelines, which provides our customers with the benefits of a flexible and efficient transportation and storage system. On a pro forma basis for the nine months ended September 30, 2013, our top customers by volumes gathered were affiliates of Encana Corporation (Encana), Shell Oil Corporation (Shell), Exxon Mobil Corporation (Exxon), Chesapeake Energy Corporation (Chesapeake), Apache Corporation (Apache), Continental Resources, Inc. (Continental), QEP Energy Company (QEP), Devon Energy Production Company LP (Devon), BP America Production Company (BP) and Samson Resources Company (Samson).

The following table sets forth certain information regarding our gathering and processing assets on a pro forma basis as of or for the nine months ended September 30, 2013:

Asset/Basin	Length (miles)	Compression (Horsepower)	Average Gathering Volume (TBtu/d)	Number of Processing Plants	Processing Capacity (MMcf/d)	NGLs Produced (Bbl/d)	Gross Acreage Dedications (in millions)
Anadarko Basin	6,550	594,500	1.3	8	1,245	42,700	4.7
Arkoma Basin	2,700	115,600	1.0	1	60	4,700	1.2
Ark-La-Tex Basin[1]	1,600	182,900	1.3	2	545	10,900	0.7
Total	10,850	893,000	3.6	11	1,850	58,300	6.6

(1) Ark-La-Tex basin assets also include 14,500 Bbl/d of fractionation capacity and 6,300 Bbl/d of ethane pipeline capacity, which are not listed in the table.

Five of our processing plants in the Anadarko basin are interconnected via our large-diameter, rich gas gathering system in western Oklahoma, which spans 18 counties and has approximately 1.0 Bcf/d of processing capacity. Our 4.7 million gross acres of acreage dedications in the Anadarko basin area are served by this system, which we refer to as our “super-header” system. We have configured this system to optimize the flow of natural gas and the utilization of the processing plants connected to it, which we believe provides us with strategic growth opportunities. We have made investments to expand the super-header system and continue to grow its capacity through the planned addition of two new cryogenic processing plants and related gathering pipelines. One of these two new plants, which is located in Custer County, Oklahoma (the McClure Plant), will increase our natural gas processing capacity in the basin by over 15%, providing an additional 200 MMcf/d of natural gas processing capacity. The McClure Plant is expected to be completed in the first quarter of 2014. The other new plant, which will be located in Grady County, Oklahoma (the Bradley Plant), will provide an additional 200 MMcf/d of processing capacity and is expected to be completed in the first quarter of 2015.

We believe our contract structures provide us with stable cash flows in our major operating basins. For the nine months ended September 30, 2013, on a pro forma basis, we generated 60% of our gathering and processing gross margin under long-term, fee-based agreements, and of this fee-based margin, approximately 38% was attributable to gathering and processing contracts containing minimum volume commitment features. Under our minimum volume commitment contracts, our customers commit to ship a minimum annual volume of natural gas on our gathering system, or, in lieu of shipping such volumes, to pay us periodically as if that minimum amount had been shipped. As of September 30, 2013, we had minimum volume commitments in lean natural gas developments of 1.6 Bcf/d with a weighted average remaining term of over nine years. We also have an emerging crude oil gathering business in the Bakken shale formation with a similar minimum volume commitment contract structure that we believe will provide us with an additional source of stable cash flows. Under our acreage dedication contracts, our customers are generally required to deliver all of their production within the dedicated area to our gathering system for processing over the period of the contract. As of September 30, 2013, we had acreage dedications in rich natural gas developments covering more than 5.7 million acres that generally have long lived reserves with a weighted average remaining term of approximately nine years. As of September 30, 2013, our gathering and processing contracts for our top ten natural gas producer customers, which accounted for approximately 75% of our gathered volumes for the nine months ended September 30, 2013, on a pro forma basis, had a volume-weighted average remaining term of approximately nine years.

For the nine months ended September 30, 2013, on a pro forma basis, our gathering and processing business segment generated $560 million of gross margin and $338 million of Adjusted EBITDA.

Transportation and Storage. Our natural gas transportation and storage business segment consists of our interstate pipelines, our intrastate pipelines and our storage assets. We provide pipeline takeaway capacity for natural gas producers from supply basins to market hubs and critical natural gas supply for industrial end users and utilities, such as local distribution companies, or LDCs, and power generators. Our interstate pipeline system, including SESH, includes approximately 7,800 miles of transportation pipelines and extends from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois. Our eight storage facilities in Oklahoma, Louisiana and Illinois have 86.5 Bcf of storage capacity and strategically complement our pipeline systems.

The following table sets forth certain information regarding our transportation and storage assets as of September 30, 2013:

Asset	Length (miles)	Capacity	Total Firm Contracted Capacity(Bcf/d)	Average Throughput Volume (Tbtu/d)	Percent of Capacity under Firm Contracts	Weighted Average Remaining Firm Contract Life(years)
Interstate Transportation[1]	7,800	8.4 Bcf/d	7.2	3.5[2]	86%	4.1
Intrastate Transportation	2,300	1.9 Bcf/d[3]	—	1.6	—	5.4
Storage	—	86.5 Bcf	67.9	—	79%	4.7

(1) Except with respect to length, this information does not include amounts for SESH. SESH is a non-consolidated entity in which we own a 24.95% ownership interest.

(2) Actual volumes transported per day may be less than total firm contracted capacity based on demand.

(3) This represents the maximum single day receipts on the intrastate systems. Our Oklahoma intrastate pipeline system is a web-like configuration with multidirectional flow capabilities between numerous receipt and delivery points, which limits our ability to determine an overall system capacity. During the nine months ended September 30, 2013, the peak daily throughput was 1.9 TBtu or, on a volumetric basis, 1.9 Bcf/d.

We generate revenue primarily by charging demand fees pursuant to applicable tariffs for the transportation and storage of natural gas on our system. We generate 98% of our transportation and storage gross margin under fee-based agreements with a weighted average remaining contract life of approximately five years as of September 30, 2013. Demand-based margin for this period represented 89% of the fee-based margin. We generally do not take ownership of the natural gas that we transport and store.

For the nine months ended September 30, 2013, on a pro forma basis, our top customers by gross margin were affiliates of CenterPoint Energy, Laclede Group (Laclede), Exxon, OGE Energy and American Electric Power Company, Inc. (AEP). Our transportation and storage assets were designed and built to serve affiliates of CenterPoint Energy, Laclede, OGE Energy and AEP and are competitively positioned to serve other large natural gas and electric utility companies, such as Ameren Corporation (Ameren) and Entergy Corporation (Entergy).

For the nine months ended September 30, 2013, on a pro forma basis, our transportation and storage business segment generated $426 million of gross margin and $248 million of Adjusted EBITDA.

Business Strategies

Our primary business objective is to practice operational excellence and to grow our business responsibly, enabling us to increase the amount of cash distributions we make to our unitholders over time while maintaining our financial stability. We intend to accomplish this objective by executing the strategies listed below:

- *Capitalize on Organic Growth Opportunities Associated with Our Strategically Located Assets.* We own and operate assets servicing four of the largest basins in the United States, including some of the most productive shale developments in these basins. We believe current high levels of natural gas and crude oil exploration, development and production activities within our areas of operation present significant opportunities for organic growth and increasing throughput on our system. Over 200 drilling rigs were deployed in our areas of operation as of September 30, 2013, which represents a 12% increase over December 2012. As a result of this expanding activity, we are constructing two processing facilities in Oklahoma that are expected to provide an additional combined 400 MMcf/d in processing capacity. We are currently evaluating other expansion opportunities to further enhance our existing systems.
- *Continue to Minimize Direct Commodity Price Exposure Through Long-Term, Fee-Based Contracts.* We continually seek ways to minimize our exposure to commodity price risk, and we believe that our focus on fee-based revenues reduces our direct commodity price exposure and is essential to maintaining stable cash flows and increasing our quarterly distributions over time. Since 2009, we have focused on increasing the percentage of long-term, fee-based contracts with our customers. For the nine months ended September 30, 2013, on a pro forma basis, 75% of our gross margin was generated from fee-based contracts. As we grow, we intend to maintain our focus on long-term, fee-based contracts.
- *Maintain Strong Customer Relationships to Attract New Volumes and Expand Beyond Our Existing Asset Footprint and Business Lines.* We plan to grow our business through our strong relationships with existing customers. We believe that we have built a strong and loyal customer base through exemplary customer service and reliable project execution. We have invested in multiple organic growth projects in support of our existing and new customers. For example, in 2012, an existing customer invited us to participate in the construction of a gas gathering system in the Ark-La-Tex basin, and in 2013, a second customer invited us to develop a crude oil gathering system in the Williston basin. We expect to maintain and build relationships with key producers and suppliers to continue to attract new volumes and expansion opportunities.
- *Grow Through Accretive Acquisitions and Disciplined Development.* We plan to pursue accretive acquisitions of complementary assets that provide attractive potential returns in new operating regions or midstream business lines. From January 1, 2010 through September 30, 2013, on a pro forma basis, we have invested approximately $646 million in acquisitions of new assets (including our Waskom processing plant, Cordillera gathering system and Amoruso gathering system) and investments in joint ventures (including SESH), and we have invested an additional $160 million in expansion capital associated with these projects. We also have the ability to acquire CenterPoint Energy’s remaining 25.05% interest in SESH by 2015. We will continue to analyze acquisition opportunities using disciplined financial and operating practices, including a process for evaluating and managing risks to cash distributions.
- *Leverage the Scale of Our Existing Assets to Realize Significant Synergies.* Given the complementary features of our assets, we expect operating synergies from the interconnection and optimization of our systems to increase our cash flows over time. We expect to achieve operational and commercial synergies of $12.5 million through December 31, 2014, net of integration costs, and we expect additional synergies over time as we create a combined midstream service platform and are able to offer new and existing customers new and more efficient services.

Competitive Strengths

We believe that we are well positioned to execute our business strategies successfully because of the following competitive strengths:

- *Significant Capability, Scale and Stability of Our Diversified Midstream Business.* With approximately $11 billion in assets as of September 30, 2013 across ten states and multiple midstream business lines, we have an enhanced ability to provide customers with access to diverse services and end markets. We have approximately 11,000 miles of gathering pipelines and 11 major processing plants with approximately 1.9 Bcf/d of processing capacity spanning the Anadarko, Arkoma and Ark-La-Tex basins. Our natural gas processing plants produced 58.3 MBbl/d of NGLs, on a pro forma basis, for the nine months ended September 30, 2013, making us one of the largest producers of NGLs in the United States. Our network of interstate and intrastate pipelines covers approximately 7,800 miles (including SESH) and 2,300 miles, respectively, and is complemented by our 86.5 Bcf of storage capacity. We believe our size, scale and stability are competitive strengths and enhance our ability to provide reliable and increasing cash flows to our unitholders.
- *Strategically Located Assets that Provide a Strong Platform for Growth and Operational Flexibility to Our Customers.* Our assets are strategically configured in and around four of the most prominent natural gas and crude oil producing basins in the country and support a diversified midstream business that we believe will deliver reliable distributions and steady growth to our unitholders. Our assets transport natural gas to delivery points across the United States through 97 interconnects as of September 30, 2013. A portion of our system also serves local natural gas demand at LDCs, natural gas-fired power plants and industrial load in the regions in which we operate. We believe that our assets provide operational flexibility and delivery options for producers transporting natural gas from a mix of rich and lean natural gas plays to multiple market hubs within our region. Our assets also provide outlets for suppliers from other regions seeking to provide natural gas to on-system markets that we serve. We believe that our competitors would require significant capital expenditures to provide comparable services to these customers, providing us with a significant competitive advantage as demand for natural gas grows over time.
- *Strong Relationships with a Large and Diverse Customer Base.* We serve a broad range of customers across both of our business segments, and many of our customers rely on us for multiple midstream services. We believe that our track record of executing large infrastructure projects and meeting target in-service dates has allowed us to build a reputation as a reliable operator that provides high-quality services and focuses on the needs of our customers. On a pro forma basis for the nine months ended September 30, 2013, our top gathering and processing customers by volumes gathered were affiliates of Encana, Shell, Exxon, Chesapeake, Apache, Continental, QEP, Devon, BP and Samson and our top transportation and storage customers by gross margin were affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP. We believe that our relationships and reputation will continue to create opportunities with new and existing customers.
- *Stable Cash Flows as a Result of Fee-Based Revenues Under Long-Term Contracts.* For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we generated approximately 75% of our gross margin from fee-based contracts, primarily with creditworthy counterparties. We believe that our long-term, fee-based contracts, many of which include minimum volume commitments and/or acreage dedications, minimize our commodity price exposure and enhance the predictability of our financial performance.
- *Strong and Flexible Capital Structure.* We have a disciplined financial policy and maintain a strong and flexible capital structure to allow us to execute our identified growth projects and acquisitions even in challenging market environments. On May 1, 2013, we entered into our $1.4 billion five-year senior unsecured revolving credit facility, and we expect to have approximately $ million of available

borrowing capacity under this facility upon the closing of this offering. We believe our strong credit profile, including our investment-grade credit ratings, and the liquidity provided by our revolving credit facility give us a significant advantage over many of our competitors that may be more limited in their access to capital to pursue organic growth and acquisition opportunities.

- *Experienced Management Team and Key Operational Personnel with a Proven Record of Asset Operation, Acquisition, Construction, Development and Integration Expertise.* Our management team has an average of over years of experience in the energy industry in operating, acquiring, constructing, developing and integrating midstream assets, and understands the service requirements of our customers. Our management team has established strong relationships with producers, marketers and other end-users of natural gas throughout the U.S. upstream and midstream industries, which we believe will be beneficial to us in pursuing acquisition and organic expansion opportunities. We also employ skilled engineering, construction and operations teams that have significant experience in designing, constructing and operating large midstream energy projects.

Our Relationship with OGE Energy and CenterPoint Energy

OGE Energy and CenterPoint Energy are aligned with us to grow our distributions. Following the completion of this offering, OGE Energy and CenterPoint Energy will retain a significant interest in us through their approximate % and % limited partner interests in us, respectively. OGE Energy and CenterPoint Energy will each own 50% of the management rights of our general partner and will own all of our incentive distribution rights.

OGE Energy (NYSE: OGE) is the parent company of Oklahoma Gas and Electric Company, or OG&E, a regulated electric utility serving approximately 805,000 customers in a service territory spanning 30,000 square miles in Oklahoma and western Arkansas. OG&E furnishes retail electric service in 268 communities and their contiguous rural and suburban areas. OG&E's service area includes Oklahoma City, Oklahoma and Fort Smith, Arkansas, the second largest city in that state. Of the 268 communities that OG&E serves, 242 are located in Oklahoma and 26 are located in Arkansas. As of September 30, 2013, OGE Energy had total assets of $9.1 billion and a market capitalization of $7.2 billion.

CenterPoint Energy (NYSE: CNP) is a public utility holding company whose indirect wholly owned subsidiaries include (i) CenterPoint Energy Houston Electric, LLC, which provides electric transmission and distribution services to retail electric providers serving over two million metered customers in a 5,000-square-mile area of the Texas Gulf Coast that has a population of approximately six million people and includes the city of Houston; and (ii) CenterPoint Energy Resources Corp., which owns and operates natural gas distribution systems serving more than three million customers in six states, including customers in the metropolitan areas of Houston, Texas; Minneapolis, Minnesota; Little Rock, Arkansas; Shreveport, Louisiana; Biloxi, Mississippi; and Lawton, Oklahoma. As of September 30, 2013, CenterPoint Energy had total assets of $21.6 billion and a market capitalization of $10.3 billion.

Our sponsors are also significant customers of our transportation and storage business segment and continue to own and operate a substantial portfolio of energy assets. For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 4% of our total gross margin was derived from contracts servicing electric power generation with OGE Energy. For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 7% of our total gross margin was derived from contracts servicing LDCs owned by CenterPoint Energy.

Our sponsors entered into a number of agreements in connection with our formation. Please read "Certain Relationships and Related Party Transactions" for a detailed description of these agreements, as well as other agreements affecting us and our sponsors.

RISK FACTORS

An investment in our common units involves risks associated with our business, our regulatory and legal matters, our limited partnership structure and the tax characteristics of our common units. You should carefully consider the risks described in "Risk Factors" beginning on page 25 of this prospectus and the other information in this prospectus before deciding whether to invest in our common units.

Risks Related to Our Business

- We may not have sufficient cash from operations following the establishment of cash reserves and payment of fees and expenses, including cost reimbursements to our general partner and its affiliates, to enable us to pay the minimum quarterly distribution to holders of our common and subordinated units.
- The assumptions underlying the forecast of distributable cash flow that we include under the caption "Cash Distribution Policy and Restrictions on Distributions" are inherently uncertain and are subject to significant business, economic, financial, regulatory and competitive risks and uncertainties that could cause actual results to differ materially from those forecasted.
- Our contracts are subject to renewal risks.
- We depend on a small number of customers for a significant portion of our firm transportation and storage services revenues. The loss of, or reduction in volumes from, these customers could result in a decline in sales of our transportation and storage services and our consolidated financial position, results of operations and our ability to make cash distributions to our unitholders.
- Natural gas, NGL and crude oil prices are volatile, and changes in these prices could adversely affect our results of operations and our ability to make cash distributions to unitholders.

Risks Related to an Investment in Us

- Our general partner and its affiliates, including OGE Energy and CenterPoint Energy, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders.
- If you are not an Eligible Holder, your common units may be subject to redemption.
- Our partnership agreement replaces our general partner's fiduciary duties to holders of our common units with contractual standards governing its duties.
- Our partnership agreement restricts the remedies available to holders of our common units for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.
- Holders of our common units have limited voting rights and are not entitled to elect our general partner or its directors.
- Even if holders of our common units are dissatisfied, they will not initially be able to remove our general partner without its consent.
- You will experience immediate and substantial dilution in pro forma net tangible book value of $ per common unit.

Tax Risks to Common Unitholders

- Our tax treatment depends on our status as a partnership for federal income tax purposes. If the IRS were to treat us as a corporation for federal income tax purposes, which would subject us to entity-level taxation, then our distributable cash flow to our unitholders would be substantially reduced.

- If we were subjected to a material amount of additional entity-level taxation by individual states, it would reduce our distributable cash flow to our unitholders.
- The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes and differing interpretations of applicable law, possibly on a retroactive basis.
- Our unitholders' share of our income will be taxable to them for U.S. federal income tax purposes even if they do not receive any cash distributions from us.

FORMATION TRANSACTIONS AND PARTNERSHIP STRUCTURE

We were formed in May 2013 by affiliates of CenterPoint Energy, OGE Energy and ArcLight to own, operate and develop a diversified portfolio of complementary midstream businesses previously operated by OGE Energy and CenterPoint Energy. Pursuant to a master formation agreement among our sponsors and ArcLight, the following transactions, which we refer to as our formation transactions, occurred in connection with our formation:

- CenterPoint Energy converted CenterPoint Energy Field Services, LLC, an indirect wholly owned subsidiary, or CEFS, into a Delaware limited partnership, which subsequently changed its name to Enable Midstream Partners, LP;
- CenterPoint Energy contributed certain equity interests in its subsidiaries that conduct the remaining portion of its midstream business to Enable Midstream Partners, LP; and
- OGE Energy and ArcLight contributed 100% of the equity interests in Enogex LLC, a Delaware limited liability company (Enogex), to Enable Midstream Partners, LP.

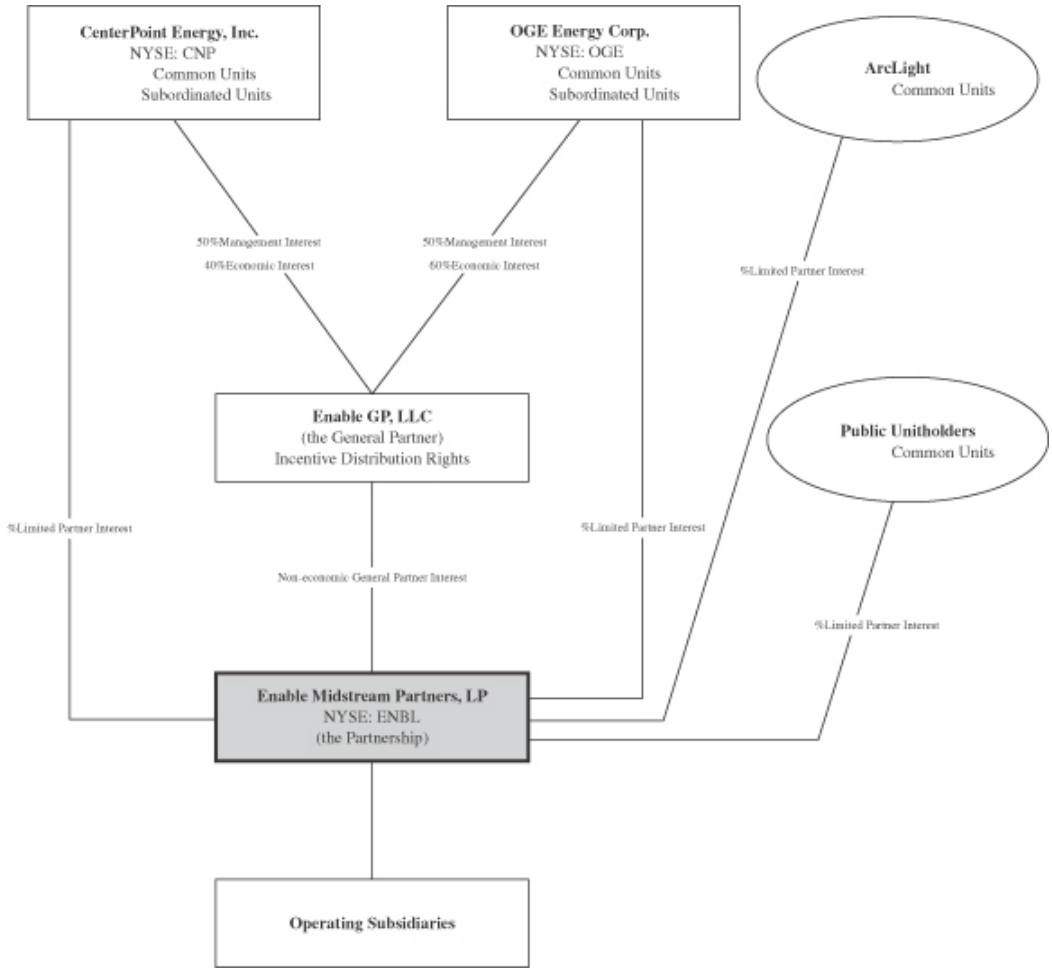
As consideration for the contribution of these assets and agreements, we issued 291,002,583 common units to CenterPoint Energy, 141,956,176 common units to OGE Energy and 65,908,224 common units to ArcLight. We also issued a non-economic general partner interest to Enable GP. Enable GP is equally controlled by CenterPoint Energy and OGE Energy, with each owning 50% of the management rights. Enable GP holds all of our incentive distribution rights, 40% of which are allocated to CenterPoint Energy and 60% of which are allocated to OGE Energy. In connection with this offering, of CenterPoint Energy's common units and of OGE Energy's common units will be converted into subordinated units.

We also entered into a number of agreements with our sponsors in connection with our formation. These agreements included an agreement with respect to the transfer of CenterPoint Energy's remaining 25.05% interest in SESH to us, an omnibus agreement, certain services and employment agreements and tax sharing agreements. In addition, upon our formation, we entered into our $1.05 billion three-year term loan facility and our $1.4 billion five-year revolving credit facility.

ORGANIZATIONAL STRUCTURE

The diagram below depicts a simplified organization and ownership chart after giving effect to the offering. After giving effect to this offering, our units will be held as follows:

Public Common Units	%
Common Units Held by:	
CenterPoint Energy	%
OGE Energy	%
ArcLight	%
Subordinated Units Held by:	
CenterPoint Energy	%
OGE Energy	%
General Partner Interest	0.0%
Total	100.0%



MANAGEMENT OF ENABLE MIDSTREAM PARTNERS, LP

Enable GP, LLC, our general partner, will manage our business and operations. The board of directors and executive officers of our general partner will oversee our operations and make decisions on our behalf. Certain executive officers and directors of OGE Energy and CenterPoint also serve as executive officers or directors of our general partner.

Unlike shareholders in a publicly traded corporation, our common unitholders will not be entitled to elect our general partner or its directors. OGE Energy and CenterPoint Energy each have the right to designate two members of the board of directors of our general partner, with any additional members of our board of directors being designated collectively by OGE Energy and CenterPoint Energy. At the closing of this offering, our general partner will have two directors who are independent as defined under the independence standards established by the New York Stock Exchange, or NYSE. For information about the executive officers and directors of our general partner, please read “Management.”

SUMMARY OF CONFLICTS OF INTEREST AND FIDUCIARY DUTIES

Our general partner has a duty to manage our partnership in a manner it subjectively believes is in our best interests. However, the officers and directors of our general partner also have duties to manage our general partner in a manner beneficial to its owners, OGE Energy and CenterPoint Energy. Additionally, all of our executive officers and initial directors are officers and/or directors of OGE Energy or CenterPoint Energy. As a result, conflicts of interest may arise in the future between us and our common unitholders, on the one hand, and OGE Energy and CenterPoint Energy and our general partner, on the other hand. For a more detailed description of the conflicts of interest of our general partner, please read “Risk Factors—Risks Related to an Investment in Us” and “Conflicts of Interest and Fiduciary Duties—Conflicts of Interest.”

Delaware law provides that Delaware limited partnerships may, in their partnership agreements, expand, restrict or eliminate the fiduciary duties owed by the general partner to limited partners and the partnership. Pursuant to these provisions, our partnership agreement contains various provisions replacing the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing the duties of the general partner and the methods of resolving conflicts of interest. The effect of these provisions is to restrict the remedies available to our common unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty. Our partnership agreement also provides that, subject to the provisions contained in the omnibus agreement, affiliates of our general partner, including OGE Energy and CenterPoint Energy and their other subsidiaries and affiliates, are permitted to compete with us. We may enter into additional agreements in the future with OGE Energy and CenterPoint Energy relating to the purchase of additional assets, the provision of certain services to us by OGE Energy or CenterPoint Energy and other matters. In the performance of their obligations under these agreements, OGE Energy and CenterPoint Energy and their subsidiaries are not held to a fiduciary duty standard of care to us, our general partner or our limited partners, but rather to the standard of care specified in these agreements. By purchasing a common unit, the purchaser agrees to be bound by the terms of our partnership agreement, and each common unitholder is treated as having consented to various actions and potential conflicts of interest contemplated in the partnership agreement that might otherwise be considered a breach of fiduciary or other duties under applicable state law.

For a description of our other relationships with our affiliates, please read “Certain Relationships and Related Party Transactions.”

PRINCIPAL EXECUTIVE OFFICES AND INTERNET ADDRESS

Our principal executive offices are located at One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102, and our telephone number is (405) 525-7788. Our website is located at *www.* *.com*. We expect to make our periodic reports and other information filed with or furnished to the Securities and Exchange Commission, or the SEC, available, free of charge, on our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

THE OFFERING

Common units offered to the public	common units or common units if the underwriters exercise in full their option to purchase additional common units.
Units outstanding after this offering	common units and subordinated units, representing % and %, respectively, limited partner interests in us (common units and subordinated units, representing % and %, respectively, limited partner interests in us if the underwriters exercise in full their option to purchase additional common units). In addition, our general partner will own a non-economic general partner interest in us.
Use of proceeds	We expect to receive net proceeds from this offering of approximately $ million, after deducting underwriting discounts and commissions and offering expenses. We base this amount on an assumed initial public offering price of $ per common unit. We intend to use approximately $ of the net proceeds of this offering for general partnership purposes, including the funding of expansion capital expenditures, approximately $ to pay down debt under our revolving credit facility and approximately $16 million to pre-fund demand fees expected to be incurred over the next three years relating to certain expiring transportation and storage contracts. Affiliates of each of the underwriters are lenders under our revolving credit facility and will, in that respect, receive a portion of the proceeds from this offering through the repayment of borrowings outstanding under our revolving credit facility. Please read “Underwriting.” If the underwriters’ option to purchase additional common units is exercised in full, the additional net proceeds will be approximately $ million. We intend to apply the additional net proceeds for general partnership purposes.
Cash distributions	We intend to pay the minimum quarterly distribution of $ per unit ($ per unit on an annualized basis) to the extent we have sufficient cash from operations after establishment of cash reserves and payment of fees and expenses, including payments to our general partner and its affiliates. We refer to this cash as “available cash,” and we define its meaning in our partnership agreement. Our ability to pay the minimum quarterly distribution is subject to various restrictions and other factors described in more detail under the caption “Cash Distribution Policy and Restrictions on Distributions.”

We will adjust the amount of our distribution for the period from the completion of this offering through , based on the actual length of that period.

Our partnership agreement requires us to distribute all of our available cash each quarter in the following manner:

- *first*, to the holders of common units, until each common unit has received the minimum quarterly distribution of $ plus any arrearages from prior quarters;
- *second*, to the holders of subordinated units, until each subordinated unit has received the minimum quarterly distribution of $; and
- *third*, to all unitholders, pro rata, until each unit has received a distribution of $.

If cash distributions to our unitholders exceed $ per unit in any quarter, our general partner will receive increasing percentages, up to 50.0%, of the cash we distribute in excess of that amount. We refer to these distributions as "incentive distributions" because they incentivize our general partner to increase distributions to our unitholders. In certain circumstances, our general partner, as the initial holder of our incentive distribution rights, will have the right to reset the minimum quarterly distribution and the target distribution levels at which the incentive distributions receive increasing percentages of the cash we distribute to higher levels based on our cash distributions at the time of the exercise of this reset election. Please read "Provisions of Our Partnership Agreement Relating to Cash Distributions."

Prior to making distributions, we will reimburse OGE Energy and CenterPoint Energy for direct or allocated costs and expenses incurred by them on our behalf pursuant to the services agreements and the employee transition agreements. Please read "Certain Relationships and Related Party Transactions—Agreements Governing the Offering Transactions."

Pro forma distributable cash flow generated during the year ended December 31, 2012 and the twelve months ended September 30, 2013 was approximately $612 million and $549 million, respectively. The amount of cash we will need to pay the minimum quarterly distribution for four quarters on our common units and subordinated units to be

	outstanding immediately after this offering will be approximately $ million (or an average of approximately $ million per quarter). As a result, we would have had sufficient distributable cash flow to pay the full minimum quarterly distribution of $ per unit per quarter ($ per unit on an annualized basis) on all of our common units and subordinated units for both the year ended December 31, 2012 and the twelve-month period ended September 30, 2013. Please read "Cash Distribution Policy and Restrictions on Distributions—Unaudited Pro Forma Distributable Cash Flow for the Year Ended December 31, 2012 and the Twelve Months Ended September 30, 2013."
	We believe that, based on the financial forecasts and related assumptions included under the caption "Cash Distribution Policy and Restrictions on Distributions—Estimated Distributable Cash Flow for the Twelve Months Ending December 31, 2014," we will have sufficient distributable cash flow to make cash distributions for the twelve months ending December 31, 2014, at the minimum quarterly distribution rate of $ per unit per quarter ($ per unit on an annualized basis) on all common units and subordinated units outstanding immediately after completion of this offering. However, our actual results of operations, cash flows and financial condition during the forecast period may vary from the forecast.
Subordinated units	OGE Energy and CenterPoint Energy will initially indirectly own all of our subordinated units. The principal difference between our common units and subordinated units is that in any quarter during the subordination period, holders of the subordinated units are not entitled to receive any distribution of available cash until the common units have received the minimum quarterly distribution plus any arrearages in the payment of the minimum quarterly distribution from prior quarters. If we do not pay distributions on our subordinated units, our subordinated units will not accrue arrearages for those unpaid distributions.
Conversion of subordinated units	The subordination period will end on the first business day after we have earned and paid at least (i) $ (the minimum quarterly distribution on an annualized basis) on each outstanding common and subordinated unit, for each of three consecutive, non-overlapping four-quarter periods ending on or after

	, or (ii) $ (150% of the annualized minimum quarterly distribution) on each outstanding common unit and subordinated unit, in addition to any distribution made in respect of the incentive distribution rights, for any four-consecutive-quarter period ending on or after , in each case provided that there are no arrearages on our common units at that time. In addition, the subordination period will end upon the removal of our general partner other than for cause if the units held by our general partner and its affiliates are not voted in favor of such removal. When the subordination period ends, all subordinated units will convert into common units on a one-for-one basis, and all common units thereafter will no longer be entitled to arrearages. Please read "Provisions of Our Partnership Agreement Relating to Cash Distributions—Subordination Period."
Issuance of additional units	We can issue an unlimited number of units without the consent of our unitholders. Please see "Units Eligible for Future Sale" and "The Partnership Agreement—Issuance of Additional Partnership Interests."
Limited voting rights	Our general partner will manage and operate us. Unlike the holders of common stock in a corporation, you will have only limited voting rights on matters affecting our business. You will not have the right to elect our general partner or its directors on an annual or other continuing basis. Our general partner may not be removed except by a vote of the holders of at least 75% of our outstanding common and subordinated units, including any common and subordinated units owned by our general partner and its affiliates, voting together as a single class. Upon closing of this offering, OGE Energy and CenterPoint Energy will own an aggregate of approximately % of our common and subordinated units. This will give OGE Energy and CenterPoint Energy the ability to prevent the involuntary removal of our general partner. Please read "The Partnership Agreement—Voting Rights."
Limited call right	If at any time our general partner and its affiliates own more than 80% of the outstanding common units, our general partner will have the right, but not the obligation, to purchase all, but not less than all, of the remaining common units at a price not less than the then-current market price of the common units, as calculated in accordance with our partnership agreement.

Estimated ratio of taxable income to distributions	We estimate that if you own the common units you purchase in this offering through the record date for distributions for the period ending , you will be allocated, on a cumulative basis, an amount of federal taxable income for that period that will be % or less of the cash distributed to you with respect to that period. For example, if you receive an annual distribution of $ per common unit, we estimate that your average allocable taxable income per year will be no more than $ per common unit. Thereafter, the ratio of allocable taxable income to cash distributions to you could substantially increase. Please read "Material Federal Income Tax Consequences—Tax Consequences of Unit Ownership—Ratio of Taxable Income to Distributions."
Material tax consequences	For a discussion of other material federal income tax consequences that may be relevant to prospective unitholders who are individual citizens or residents of the United States, please read "Material Federal Income Tax Consequences."
Exchange listing	We intend to apply to list the common units on the NYSE under the symbol "ENBL."

SUMMARY HISTORICAL AND PRO FORMA FINANCIAL AND OPERATING DATA

The following tables set forth, for the periods and as of the dates indicated, the summary historical financial and operating data of Enable Midstream Partners, LP, which is derived from the historical books and records of the partnership, the summary historical financial and operating data of Enogex, which is derived from the historical books and records of Enogex, and the pro forma financial and operating data of Enable Midstream Partners, LP. On May 1, 2013 (formation), OGE Energy and ArcLight indirectly contributed 100% of the equity interests in Enogex to the partnership in exchange for common units and, for OGE Energy only, interests in our general partner. The transaction was considered a business combination for accounting purposes, with the partnership considered the acquirer of Enogex. Subsequent to May 1, 2013, the financial and operating data of the partnership are consolidated to reflect the acquisition of Enogex and the retention of certain assets and liabilities by CenterPoint Energy. The following tables should be read together with, and are qualified in their entirety by reference to, the historical and unaudited pro forma combined and consolidated financial statements, as applicable, and the accompanying notes included elsewhere in this prospectus.

The summary historical financial and operating data of Enable Midstream Partners, LP for the years ended December 31, 2012, 2011 and 2010 and balance sheet data as of December 31, 2012 and 2011 is derived from and should be read in conjunction with the audited historical combined financial statements of the partnership included elsewhere in this prospectus. The operating data for all periods is unaudited. The following table should be read together with “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

The summary historical financial and operating data of Enogex for the years ended December 31, 2012, 2011 and 2010 and balance sheet data as of December 31, 2012 and 2011 is derived from and should be read in conjunction with the audited historical consolidated financial statements of Enogex included elsewhere in this prospectus. The operating data for all periods is unaudited.

The summary unaudited pro forma financial and operating data is derived from and should be read in conjunction with the unaudited pro forma combined financial statements of Enable Midstream Partners, LP included elsewhere in this prospectus. The pro forma balance sheet assumes that the offering occurred as of September 30, 2013 and the pro forma condensed combined statements of income for the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012 assume that our formation transactions and this offering, with respect to unit and per unit information, occurred as of January 1, 2012. These transactions include, and the pro forma financial data gives effect to, the following:

- The acquisition of Enogex on May 1, 2013, including (1) the incremental depreciation and amortization incurred on the fair value adjustment of Enogex’s assets, (2) adjustments to revenue and cost of sales to reflect purchase price adjustments for the recurring impact of certain loss contracts and deferred revenues and (3) a reduction to interest expense for recognition of a premium on Enogex’s fixed rate senior notes;
- A reduction in the historical interest income received on the notes receivable—affiliated companies from CenterPoint Energy, which were paid off at formation, and the interest expense incurred on notes payable—affiliated companies to CenterPoint Energy and OGE Energy prior to May 1, 2013, which were repaid at formation;
- The entrance into a $1.05 billion 3-year senior unsecured term loan facility by the partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- The entrance into a $1.4 billion senior unsecured revolving credit facility by the partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- A reduction for the elimination of federal and state income taxes, except for Texas state margin taxes;

- A reduction in the partnership's interest in SESH from 50% to 24.95%;
- The consummation of this offering and our issuance of common units to the public and the conversion of common units of CenterPoint Energy and common units of OGE Energy into subordinated units; and
- The application of the net proceeds of this offering as described in "Use of Proceeds."

The pro forma financial data does not give effect to the estimated $3 million in incremental annual operation and maintenance expense we expect to incur as a result of being a publicly traded partnership. The pro forma financial data does not give effect to any potential cost savings or other operating efficiencies from the integration of the partnership and Enogex. The pro forma financial data does not reflect adjustments for the execution of service agreements with CenterPoint Energy and OGE Energy upon formation since the costs under these service agreements were previously incurred by the partnership and Enogex on a similar basis. The pro forma financial data does not adjust for acquisition related costs since the partnership incurred no acquisition related costs in the Condensed Combined and Consolidated Statement of Income during any period presented based upon the terms in the master formation agreement. For a description of the step acquisition gain, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Pro Forma."

The following tables include the financial measures of gross margin, which we use as a measure of performance, Adjusted EBITDA, which we use as a measure of performance and liquidity, and distributable cash flow, which we use as a measure of liquidity. Gross margin, Adjusted EBITDA and distributable cash flow are not calculated and presented in accordance with GAAP. We define gross margin as total revenues minus cost of goods sold, excluding depreciation and amortization. We define Adjusted EBITDA as net income from continuing operations before interest expense, income tax expense, depreciation and amortization expense and certain other items management believes affect the comparability of operating results. For a reconciliation of gross margin, Adjusted EBITDA and distributable cash flow to their most directly comparable financial measures calculated and presented in accordance with GAAP, please see "—Non-GAAP Financial Measures."

	Enable Midstream Partners, LP Historical			Enogex LLC Historical			Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,			Year Ended December 31,			Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2012	2011	2010	2012	2013	2012
	(In millions, except unit, per unit and operating data)								
Results of Operations Data:									
Revenues	$ 952	$ 932	$ 871	$ 1,609	$ 1,787	$ 1,708	$ 2,564	$2,296	$1,866
Cost of goods sold, excluding depreciation and amortization	129	101	98	1,120	1,346	1,285	1,238	1,312	882
Operation and maintenance	267	263	233	179	167	149	446	366	323
Depreciation and amortization	106	91	77	109	78	71	273	205	198
Impairments	—	—	—	—	6	1	—	12	—
Gain on insurance proceeds	—	—	—	(8)	(3)	—	(8)	—	(8)
Taxes other than income	34	37	37	23	18	17	57	45	46
Operating income	416	440	426	186	175	185	558	356	425
Interest expense	(85)	(90)	(83)	(32)	(23)	(31)	(45)	(35)	(33)
Equity in earnings of equity method affiliates	31	31	29	—	—	—	18	9	15
Interest income—affiliated companies	21	14	9	—	—	—	—	—	—
Step acquisition gain	136	—	—	—	—	—	136	—	136
Other, net	—	—	(2)	(4)	3	—	(4)	9	—
Income before income taxes	519	395	379	150	155	154	663	339	543
Income tax expense (benefit)	203	163	155	—	—	(325)	3	1	2
Net income	$ 316	$ 232	$ 224	$ 150	$ 155	$ 479	$ 660	$ 338	$ 541
Less: Net income (loss) attributable to noncontrolling interest	—	—	—	2	(1)	3	2	2	2
Net income attributable to controlling interest	$ 316	$ 232	$ 224	$ 148	$ 156	$ 476	$ 658	$ 336	$ 539
Number of outstanding limited partner units									
Basic and diluted earnings per limited partner unit									
Balance Sheet Data (at period end):									
Property, plant and equipment, net	$ 4,705	$ 4,070	$ 3,876	$ 2,262	$ 1,889	$ 1,553			
Total assets	6,482	5,796	5,463	2,651	2,277	1,757			
Long-term debt, including current portion	1,762	1,568	1,671	698	598	473			
Enable Midstream Partners, LP Partners' Capital	3,215	2,898	2,666	1,417	1,265	925			
Cash Flow Data:									
Net cash flows provided by (used in):									
Operating activities	$ 451	$ 662	$ 308	$ 316	$ 253	$ 318			
Investing activities	(645)	(560)	(800)	(508)	(576)	(227)			
Financing activities	194	(102)	492	189	325	(90)			
Other Financial Data:									
Gross margin	$ 823	$ 831	$ 773	$ 489	$ 441	$ 423	$ 1,326	$ 984	$ 984
Adjusted EBITDA	$ 561	$ 570	$ 543	$ 281	$ 260	$ 254	$ 837	$ 586	$ 628
Distributable cash flow							$ 612	$ 414	$ 477

	Enable Midstream Partners, LP Historical			Enogex LLC Historical			Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,			Year Ended December 31,			Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2012	2011	2010	2012	2013	2012
	(In millions, except unit, per unit and operating data)								
Operating Data:									
Gathered volumes—TBtu	874	794	647	517	497	482	1,391	985	1,041
Gathered volumes—TBtu/d	2.39	2.17	1.77	1.41	1.36	1.32	3.80	3.61	3.80
Natural gas processed volumes—TBtu	80	47	57	357	290	299	437	397	306
Natural gas processed volumes—TBtu/d	0.22	0.13	0.16	0.98	0.79	0.82	1.20	1.46	1.12
Total NGLs sold—millions of gallons/d	0.25	0.09	0.12	2.38	1.88	1.88	2.64	2.49	2.58
Transported volumes—TBtu	1,378	1,596	1,704	761	701	609	2,139	1,537	1,596
Transportation volumes— TBtu/d	3.76	4.37	4.67	1.60	1.63	1.48	5.36	5.05	5.37
Interstate firm contracted capacity—Bcf/d	7.30	7.33	7.44	—	—	—	7.30	7.17	7.37
Intrastate average deliveries—TBtu/d	—	—	—	1.60	1.63	1.48	1.60	1.59	1.60

NON-GAAP FINANCIAL MEASURES

We define gross margin as total revenues minus cost of goods sold, excluding depreciation and amortization. We define Adjusted EBITDA as net income from continuing operations before interest expense, income tax expense, depreciation and amortization expense and certain other items management believes affect the comparability of operating results. The economic substance behind the use of Adjusted EBITDA is to measure the ability of our assets to generate cash sufficient to pay interest costs, support our indebtedness and make distributions to our investors. Gross margin, Adjusted EBITDA and distributable cash flow are supplemental financial measures that management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies may use, to assess:

- our operating performance as compared to those of other publicly traded partnerships in the midstream energy industry, without regard to capital structure or historical cost basis;
- the ability of our assets to generate sufficient cash flow to make distributions to our partners;
- our ability to incur and service debt and fund capital expenditures; and
- the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

We believe that the presentation of gross margin, Adjusted EBITDA and distributable cash flow provides information useful to investors in assessing our financial condition and results of operations. Gross margin, Adjusted EBITDA and distributable cash flow should not be considered as alternatives to net income, operating income, revenue, cash from operations or any other measure of financial performance or liquidity presented in accordance with GAAP. Gross margin, Adjusted EBITDA and distributable cash flow have important limitations as an analytical tool because they exclude some but not all items that affect the most directly comparable GAAP measures. Additionally, because gross margin, Adjusted EBITDA and distributable cash flow may be defined differently by other companies in our industry, our definitions of gross margin, Adjusted EBITDA and distributable cash flow may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

The following table presents a reconciliation of (i) gross margin to revenues, (ii) Adjusted EBITDA and distributable cash flow to net income attributable to controlling interest and (iii) Adjusted EBITDA to net cash provided by operating activities, in each case, the most directly comparable GAAP financial measures, on a historical basis and pro forma basis, as applicable, for each of the periods indicated.

	Enable Midstream Partners, LP Historical			Enogex LLC Historical			Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,			Year Ended December 31,			Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2012	2011	2010	2012	2013	2012
						(in millions)			
Reconciliation of Gross Margin to Revenues:									
Revenues	$ 952	$932	$871	$1,609	$1,787	$1,708	$ 2,564	$2,296	$ 1,866
Cost of goods sold, excluding depreciation and amortization	129	101	98	1,120	1,346	1,285	1,238	1,312	882
Gross margin	$ 823	$831	$773	$ 489	$ 441	$ 423	$ 1,326	$ 984	$ 984
Reconciliation of Adjusted EBITDA and distributable cash flow to net income attributable to controlling interest:									
Net income attributable to Enable Midstream Partners, LP	$ 316	$232	$224	$ 148	$ 156	$ 476	$ 658	$ 336	$ 539
Add:									
Depreciation and amortization expense	106	91	77	109	78	71	273	205	198
Interest expense, net of interest income	64	76	74	32	23	31	45	35	33
Income tax expense (benefit)	203	163	155	—	—	(325)	3	1	2
EBITDA	$ 689	$562	$530	$ 289	$ 257	$ 253	$ 979	$ 577	$ 772
Add:									
Impairment	—	—	—	—	6	1	—	12	—
Distributions from equity method affiliates	39	39	42	—	—	—	20	16	15
Less:									
Equity in earnings of equity method affiliates	(31)	(31)	(29)	—	—	—	(18)	(9)	(15)
Gain on insurance proceeds	—	—	—	(8)	(3)	—	(8)	—	(8)
Gain on disposition	—	—	—	—	—	—	—	(10)	—
Step acquisition gain	(136)	—	—	—	—	—	(136)	—	(136)
Adjusted EBITDA	$ 561	$570	$543	$ 281	$ 260	$ 254	$ 837	$ 586	$ 628
Less:									
Adjusted interest expense, net							(55)	(43)	(41)
Expansion capital expenditures							(902)	(409)	(736)
Maintenance capital expenditures							(167)	(127)	(108)
Incremental operation and maintenance expense of being a public entity							(3)	(2)	(2)
Demand fees associated with legacy marketing business loss contracts							(10)	(8)	(8)
Add:									
Borrowings to fund demand fees associated with legacy marketing business loss contracts							10	8	8
Borrowings for expansion capital expenditures							902	409	736
Distributable cash flow							$ 612	$ 414	$ 477

	Enable Midstream Partners, LP Historical			Enogex LLC Historical			Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,			Year Ended December 31,			Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2012	2011	2010	2012	2013	2012
						(in millions)			
Reconciliation of Adjusted EBITDA to net cash provided by operating activities:									
Net cash provided by operating activities	$ 451	$ 662	$ 308	$316	$253	$ 318			
Interest expense, net of interest income	64	76	74	32	23	31			
Net (income) loss attributable to noncontrolling interest	—	—	—	(2)	1	(3)			
Income tax expense (benefit)	203	163	155	—	—	(325)			
Deferred income tax (expense) benefit	(196)	(176)	(184)	—	—	353			
Equity in earnings of equity method affiliates (net of distributions)	(8)	(8)	(13)	—	—	—			
Impairment	—	—	—	—	(6)	(1)			
Step acquisition gain	136	—	—	—	—	—			
Gain on insurance proceeds				8	3				
Other non-cash items	—	—	—	(6)	(2)	—			
Changes in operating working capital which (provided) used cash:									
Accounts receivable	8	(73)	87	(6)	5	(12)			
Accounts payable	6	(6)	(12)	(40)	(3)	(5)			
Other, including changes in noncurrent assets and liabilities	25	(76)	115	(13)	(17)	(103)			
EBITDA	$ 689	$ 562	$ 530	$289	$257	$ 253			
Add:									
Impairment	—	—	—	—	6	1			
Distributions from equity method affiliates	39	39	42	—	—	—			
Less:									
Equity in earnings of equity method affiliates	(31)	(31)	(29)	—	—	—			
Gain on insurance proceeds	—	—	—	(8)	(3)	—			
Step acquisition gain	(136)	—	—	—	—	—			
Adjusted EBITDA	$ 561	$ 570	$ 543	$281	$260	$ 254			

RISK FACTORS

Limited partner interests are inherently different from capital stock of a corporation, although many of the business risks to which we are subject are similar to those that would be faced by a corporation engaged in similar businesses. You should consider carefully the following risk factors together with all of the other information included in this prospectus in evaluating an investment in our common units.

If any of the following risks were actually to occur, our business, financial condition or results of operations could be materially adversely affected. In that case, we might not be able to pay the minimum quarterly distribution on our common units, the trading price of our common units could decline and you could lose all or part of your investment in us.

Risks Related to Our Business

We may not have sufficient cash from operations following the establishment of cash reserves and payment of fees and expenses, including cost reimbursements to our general partner and its affiliates, to enable us to pay the minimum quarterly distribution to holders of our common and subordinated units.

In order to pay the minimum quarterly distribution of $ per unit, or $ per unit on an annualized basis, we will require available cash of approximately $ million per quarter, or $ million per year, based on the number of common and subordinated units to be outstanding immediately after completion of this offering. We may not have sufficient available cash each quarter to enable us to pay the minimum quarterly distribution. The amount of cash we can distribute on our units principally depends upon the amount of cash we generate from our operations, which will fluctuate from quarter to quarter based on, among other things:

- the fees and gross margins we realize with respect to the volume of natural gas and crude oil that we handle;
- the prices of, levels of production of, and demand for natural gas and crude oil;
- the volume of natural gas and crude oil we gather, compress, treat, dehydrate, process, fractionate, transport and store;
- the relationship among prices for natural gas, NGLs and crude oil;
- cash calls and settlements of hedging positions;
- margin requirements on open price risk management assets and liabilities;
- the level of competition from other midstream energy companies;
- adverse effects of governmental and environmental regulation;
- the level of our operation and maintenance expenses and general and administrative costs; and
- prevailing economic conditions.

In addition, the actual amount of cash we will have available for distribution will depend on other factors, including:

- the level and timing of capital expenditures we make;
- the cost of acquisitions;
- our debt service requirements and other liabilities;
- fluctuations in working capital needs;
- our ability to borrow funds and access capital markets;

- restrictions contained in our debt agreements;
- the amount of cash reserves established by our general partner; and
- other business risks affecting our cash levels.

For a description of additional restrictions and factors that may affect our ability to make cash distributions, please see "Cash Distribution Policy and Restrictions on Distributions."

The assumptions underlying the forecast of distributable cash flow that we include under the caption "Cash Distribution Policy and Restrictions on Distributions" are inherently uncertain and are subject to significant business, economic, financial, regulatory and competitive risks and uncertainties that could cause actual results to differ materially from those forecasted.

The forecast of distributable cash flow set forth in "Cash Distribution Policy and Restrictions on Distributions" includes our forecasted results of operations, Adjusted EBITDA and distributable cash flow for the twelve months ending December 31, 2014. Our ability to pay the full minimum quarterly distribution in the forecast period is based on a number of assumptions that may not prove to be correct and that are discussed in "Cash Distribution Policy and Restrictions on Distributions." Our financial forecast has been prepared by management, and we have neither received nor requested an opinion or report on it from our or any other independent auditor. The assumptions underlying the forecast are inherently uncertain and are subject to significant business, economic, financial, regulatory and competitive risks, including those discussed in this prospectus, which could cause our Adjusted EBITDA to be materially less than the amount forecasted. If we do not generate the forecasted Adjusted EBITDA, we may not be able to make the minimum quarterly distribution or pay any amount on our common units or subordinated units, and the market price of our common units may decline materially.

Our contracts are subject to renewal risks.

We generate a substantial portion of our gross margins under long-term, fee-based agreements. For the nine months ended September 30, 2013, on a pro forma basis, approximately 75% of our gross margin was generated from contracts that are fee-based and approximately 50% of our gross margin was attributable to firm contracts or contracts with minimum volume commitment features. As these and other contracts expire, we may have to negotiate extensions or renewals with existing suppliers and customers or enter into new contracts with other suppliers and customers. We may be unable to obtain new contracts on favorable commercial terms, if at all. We also may be unable to maintain the economic structure of a particular contract with an existing customer or the overall mix of our contract portfolio. For example, depending on prevailing market conditions at the time of a contract renewal, gathering and processing customers with fixed-fee or fixed-margin contracts may desire to enter into contracts under different fee arrangements. To the extent we are unable to renew our existing contracts on terms that are favorable to us, if at all, or successfully manage our overall contract mix over time, our revenue, results of operations and distributable cash flow could be adversely affected.

We depend on a small number of customers for a significant portion of our firm transportation and storage services revenues. The loss of, or reduction in volumes from, these customers could result in a decline in sales of our transportation and storage services and our consolidated financial position, results of operations and our ability to make cash distributions to our unitholders.

We provide firm transportation and storage services to certain key customers on our system. Our major transportation customers are affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP. Our interstate transportation and storage assets were designed and built to serve affiliates of CenterPoint Energy, Laclede, OGE Energy and AEP.

Enable-Mississippi River Transmission, LLC's (MRT) firm transportation and storage contracts with Laclede are scheduled to expire in 2015 and 2016. The primary terms of Enable Gas Transmission, LLC's (EGT) firm transportation and storage contracts with CenterPoint Energy's natural gas distribution business will expire in 2018.

Our firm transportation contract with an affiliate of AEP expires January 1, 2015 and will remain in effect from year to year thereafter unless either party provides written notice of termination to the other party at least 180 days prior to the commencement of the succeeding annual period. The stated term of the OG&E transportation and storage contract expired April 30, 2009, but the contract remains in effect from year to year thereafter unless either party provides written notice of termination to the other party at least 90 days prior to the commencement of the succeeding annual period.

The loss of all or even a portion of the interstate or intrastate transportation and storage services for any of these customers, the failure to extend or replace these contracts or the extension or replacement of these contracts on less favorable terms, as a result of competition or otherwise, could adversely affect our combined and consolidated financial position, results of operations and our ability to make cash distributions to unitholders.

Our businesses are dependent, in part, on the drilling and production decisions of others.

Our businesses are dependent on the continued availability of natural gas and crude oil production. We have no control over the level of drilling activity in our areas of operation, the amount of reserves associated with wells connected to our systems or the rate at which production from a well declines. In addition, our cash flows associated with wells currently connected to our systems will decline over time. To maintain or increase throughput levels on our gathering and transportation systems and the asset utilization rates at our natural gas processing plants, our customers must continually obtain new natural gas and crude oil supplies. The primary factors affecting our ability to obtain new supplies of natural gas and crude oil and attract new customers to our assets are the level of successful drilling activity near these systems, our ability to compete for volumes from successful new wells and our ability to expand capacity as needed. If we are not able to obtain new supplies of natural gas and crude oil to replace the natural decline in volumes from existing wells, throughput on our gathering, processing, transportation and storage facilities would decline, which could have a material adverse effect on our results of operations and distributable cash flow. We have no control over producers or their drilling and production decisions, which are affected by, among other things:

- the availability and cost of capital;
- prevailing and projected commodity prices, including the prices of natural gas, NGLs and crude oil;
- demand for natural gas, NGLs and crude oil;
- levels of reserves;
- geological considerations;
- environmental or other governmental regulations, including the availability of drilling permits and the regulation of hydraulic fracturing; and
- the availability of drilling rigs and other costs of production and equipment.

Fluctuations in energy prices can also greatly affect the development of new natural gas and crude oil reserves. Drilling and production activity generally decreases as commodity prices decrease. In general terms, the prices of natural gas, crude oil and other hydrocarbon products fluctuate in response to changes in supply and demand, market uncertainty and a variety of additional factors that are beyond our control. Because of these factors, even if new natural gas or crude oil reserves are known to exist in areas served by our assets, producers may choose not to develop those reserves. Declines in natural gas or crude oil prices can have a negative impact on exploration, development and production activity and, if sustained, could lead to decreases in such activity. A sustained decline could also lead producers to shut in production from their existing wells. Sustained reductions in exploration or production activity in our areas of operation could lead to further reductions in the utilization of our systems, which could have a material adverse effect on our business, financial condition, results of operations and ability to make quarterly cash distributions to our unitholders.

In addition, it may be more difficult to maintain or increase the current volumes on our gathering systems, as several of the formations in the unconventional resource plays in which we operate generally have higher initial production rates and steeper production decline curves than wells in more conventional basins. Should we determine that the economics of our gathering assets do not justify the capital expenditures needed to grow or maintain volumes associated therewith, we may reduce such capital expenditures, which could cause revenues associated with these assets will decline over time. In addition to capital expenditures to support growth, the steeper production decline curves associated with unconventional resource plays may require us to incur higher maintenance capital expenditures relative to throughput over time, which will reduce our distributable cash flow.

Because of these and other factors, even if new reserves are known to exist in areas served by our assets, producers may choose not to develop those reserves. Reductions in drilling activity would result in our inability to maintain the current levels of throughput on our systems and could have a material adverse effect on our results of operations and distributable cash flow.

Our industry is highly competitive, and increased competitive pressure could adversely affect our results of operations and distributable cash flow.

We compete with similar enterprises in our respective areas of operation. The principal elements of competition are rates, terms of service and flexibility and reliability of service. Our competitors include large crude oil, natural gas and petrochemical companies that have greater financial resources and access to supplies of natural gas, NGLs and crude oil than us. Some of these competitors may expand or construct gathering, processing, transportation and storage systems that would create additional competition for the services we provide to our customers. Excess pipeline capacity in the regions served by our interstate pipelines could also increase competition and adversely impact our ability to renew or enter into new contracts with respect to our available capacity when existing contracts expire. In addition, our customers that are significant producers of natural gas may develop their own gathering, processing, transportation and storage systems in lieu of using ours. Our ability to renew or replace existing contracts with our customers at rates sufficient to maintain current revenues and cash flows could be adversely affected by the activities of our competitors and customers. Further, natural gas utilized as a fuel competes with other forms of energy available to end-users, including electricity, coal and liquid fuels. Increased demand for such forms of energy at the expense of natural gas could lead to a reduction in demand for natural gas gathering, processing, transportation and transportation services. All of these competitive pressures could adversely affect our results of operations and distributable cash flow.

We derive a substantial portion of our operating income and cash flow from subsidiaries through which we hold a substantial portion of our assets.

We derive a substantial portion of our operating income and cash flow from, and hold a substantial portion of our assets through, our subsidiaries. As a result, we depend on distributions from our subsidiaries in order to meet our payment obligations. In general, these subsidiaries are separate and distinct legal entities and have no obligation to provide us with funds for our payment obligations, whether by dividends, distributions, loans or otherwise. In addition, provisions of applicable law, such as those limiting the legal sources of dividends, limit our subsidiaries' ability to make payments or other distributions to us, and our subsidiaries could agree to contractual restrictions on their ability to make distributions.

Our right to receive any assets of any subsidiary, and therefore the right of our creditors to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors. In addition, even if we were a creditor of any subsidiary, our rights as a creditor would be subordinated to any security interest in the assets of that subsidiary and any indebtedness of the subsidiary senior to that held by us.

The amount of cash we have available for distribution to holders of our common and subordinated units depends primarily on our cash flow rather than on our profitability, which may prevent us from making distributions, even during periods in which we record net income.

The amount of cash we have available for distribution depends primarily upon our cash flows and not solely on profitability, which will be affected by non-cash items. As a result, we may make cash distributions during periods when we record losses for financial accounting purposes and may not make cash distributions during periods when we record net earnings for financial accounting purposes.

We may not be able to recover the costs of our substantial planned investment in capital improvements and additions, and the actual cost of such improvements and additions may be significantly higher than we anticipate.

Our business plan calls for extensive investment in capital improvements and additions. We expect that our expansion capital expenditures will be $448 million for the twelve months ending December 31, 2014. For example, we are currently constructing a cryogenic processing plant in Custer County, Oklahoma (the McClure Plant), which will provide an additional 200 MMcf/d of natural gas processing capacity and is expected to be completed in the first quarter of 2014. Another new cryogenic processing plant, which will be located in Grady County, Oklahoma (the Bradley Plant), will provide an additional 200 MMcf/d of processing capacity and is expected to be completed in the first quarter of 2015. In addition, we expect to place additional assets in service in 2014 related to our crude oil gathering pipeline system in North Dakota's Bakken shale formation.

The construction of additions or modifications to our existing systems, and the construction of new midstream assets, involves numerous regulatory, environmental, political and legal uncertainties, many of which are beyond our control and may require the expenditure of significant amounts of capital, which may exceed our estimates. These projects may not be completed at the planned cost, on schedule or at all. The construction of new pipeline, gathering, treating, processing, compression or other facilities is subject to construction cost overruns due to labor costs, costs of equipment and materials such as steel, labor shortages or weather or other delays, inflation or other factors, which could be material. In addition, the construction of these facilities is typically subject to the receipt of approvals and permits from various regulatory agencies. Those agencies may not approve the projects in a timely manner, if at all, or may impose restrictions or conditions on the projects that could potentially prevent a project from proceeding, lengthen its expected completion schedule and/or increase its anticipated cost. Moreover, our revenues and cash flows may not increase immediately upon the expenditure of funds on a particular project. For instance, if we expand an existing pipeline or construct a new pipeline, the construction may occur over an extended period of time, and we may not receive any material increases in revenues or cash flows until the project is completed. In addition, we may construct facilities to capture anticipated future growth in production in a region in which such growth does not materialize. As a result, the new facilities may not be able to achieve our expected investment return, which could adversely affect our results of operations and our ability to make cash distributions to unitholders.

In connection with our capital investments, we may engage a third party to estimate potential reserves in areas to be developed prior to constructing facilities in those areas. To the extent we rely on estimates of future production in deciding to construct additions to our systems, those estimates may prove to be inaccurate due to numerous uncertainties inherent in estimating future production. As a result, new facilities may not be able to attract sufficient throughput to achieve expected investment return, which could adversely affect our results of operations and our ability to make cash distributions to unitholders. In addition, the construction of additions to existing gathering and transportation assets may require new rights-of-way prior to construction. Those rights-of-way to connect new natural gas supplies to existing gathering lines may be unavailable and we may not be able to capitalize on attractive expansion opportunities. Additionally, it may become more expensive to obtain new rights-of-way or to renew existing rights-of-way. If the cost of renewing or obtaining new rights-of-way increases, our results of operations and our ability to make cash distributions to unitholders could be adversely affected.

Natural gas, NGL and crude oil prices are volatile, and changes in these prices could adversely affect our results of operations and our ability to make cash distributions to unitholders.

Our results of operations and our ability to make cash distributions to unitholders could be negatively affected by adverse movements in the prices of natural gas, NGLs and crude oil depending on factors that are beyond our control. These factors include demand for these commodities, which fluctuates with changes in market and economic conditions and other factors, including the impact of seasonality and weather, general economic conditions, the level of domestic and offshore natural gas production and consumption, the availability of imported natural gas, LNG, NGLs and crude oil, actions taken by foreign natural gas and oil producing nations, the availability of local, intrastate and interstate transportation systems, the availability and marketing of competitive fuels, the impact of energy conservation efforts, technological advances affecting energy consumption and the extent of governmental regulation and taxation.

Our keep-whole natural gas processing arrangements, which accounted for 16% of our pro forma natural gas processed volumes in 2012, expose us to fluctuations in the pricing spreads between NGL prices and natural gas prices. Under these arrangements, the processor processes raw natural gas to extract NGLs and pays to the producer the natural gas equivalent Btu value of raw natural gas received from the producer in the form of either processed natural gas or its cash equivalent. The processor is generally entitled to retain the processed NGLs and to sell them for its own account. Accordingly, the processor's margin is a function of the difference between the value of the NGLs produced and the cost of the processed natural gas used to replace the natural gas equivalent Btu value of those NGLs. Therefore, if natural gas prices increase and NGL prices do not increase by a corresponding amount, the processor has to replace the Btu of natural gas at higher prices and processing margins are negatively affected.

Our percent-of-proceeds and percent-of-liquids natural gas processing agreements accounted for 48% of our natural gas processed volumes on a pro forma basis in 2012. Under these arrangements, the processor generally gathers raw natural gas from producers at the wellhead, transports the natural gas through its gathering system, processes the natural gas and sells the processed natural gas and/or NGLs at prices based on published index prices. The price paid to producers is based on an agreed percentage of the actual proceeds of the sale of processed natural gas, NGLs or both, or the expected proceeds based on an index price. We refer to contracts in which the processor shares in specified percentages of the proceeds from the sale of natural gas and NGLs as "percent-of-proceeds" arrangements, and contracts in which the processor receives proceeds from the sale of a percentage of the NGLs or the NGLs themselves as compensation for processing services as "percent-of-liquids" arrangements. These arrangements expose us to risks associated with the price of natural gas and NGLs.

At any given time, our overall portfolio of processing contracts may reflect a net short position in natural gas (meaning that we are a net buyer of natural gas) and a net long position in NGLs (meaning that we are a net seller of NGLs). As a result, our gross margin could be adversely impacted to the extent the price of NGLs decreases in relation to the price of natural gas.

We have limited experience in the crude oil gathering business.

In November 2013, we commenced initial operations on a new crude oil gathering pipeline system in North Dakota's Bakken shale formation, and we expect to place additional related assets in service in 2014. The gathering system, located in Dunn and McKenzie Counties in North Dakota, has a planned capacity of up to 19,500 barrels per day. These facilities are the first crude oil gathering system that we have built and operated. Other operators of gathering systems in the Bakken shale formation may have more experience in the construction, operation and maintenance of crude oil gathering systems than we do. This relative lack of experience may hinder our ability to fully implement our business plan in a timely and cost efficient manner, which, in turn, may adversely affect our results of operations and our ability to make cash distributions to unitholders.

We provide certain transportation and storage services under long-term, fixed-price "negotiated rate" contracts that are not subject to adjustment, even if our cost to perform such services exceeds the revenues received from such contracts, and, as a result, our costs could exceed our revenues received under such contracts.

We have been authorized by the Federal Energy Regulatory Commission, or the FERC, to provide transportation and storage services at our facilities at negotiated rates. Generally, negotiated rates are in excess of the maximum recourse rates allowed by the FERC, but it is possible that costs to perform services under "negotiated rate" contracts will exceed the revenues obtained under these agreements. If this occurs, it could decrease the cash flow realized by our systems and, therefore, decrease the cash we have available for distribution to our unitholders.

As of September 30, 2013, approximately 58% of our contracted transportation firm capacity and 43% of our contracted storage firm capacity was subscribed under such "negotiated rate" contracts. These contracts generally do not include provisions allowing for adjustment for increased costs due to inflation, pipeline safety activities or other factors that are not tied to an applicable tracking mechanism authorized by the FERC. Successful recovery of any shortfall of revenue, representing the difference between "recourse rates" (if higher) and negotiated rates, is not assured under current FERC policies.

If third-party pipelines and other facilities interconnected to our gathering, processing or transportation facilities become partially or fully unavailable, our results of operations and our ability to make cash distributions to unitholders could be adversely affected.

We depend upon third-party natural gas pipelines to deliver natural gas to, and take natural gas from, our transportation systems. We also depend on third-party facilities to transport and fractionate NGLs that are delivered to the third party at the tailgates of the processing plants. Fractionation is the separation of the heterogeneous mixture of extracted NGLs into individual components for end-use sale. For example, an outage or disruption on certain pipelines or fractionators operated by a third party could result in the shutdown of certain of our processing plants, and a prolonged outage or disruption could ultimately result in a reduction in the volume of NGLs we are able to produce. Additionally, we depend on third parties to provide electricity for compression at many of our facilities. Since we do not own or operate any of these third-party pipelines or other facilities, their continuing operation is not within our control. If any of these third-party pipelines or other facilities become partially or fully unavailable, our results of operations and our ability to make cash distributions to unitholders could be adversely affected.

We do not own all of the land on which our pipelines and facilities are located, which could disrupt our operations.

We do not own all of the land on which our pipelines and facilities have been constructed, and we are therefore subject to the possibility of more onerous terms and/or increased costs to retain necessary land use if we do not have valid rights-of-way or if such rights-of-way lapse or terminate. We may obtain the rights to construct and operate our pipelines on land owned by third parties and governmental agencies for a specific period of time. A loss of these rights, through our inability to renew right-of-way contracts or otherwise, could cause us to cease operations temporarily or permanently on the affected land, increase costs related to the construction and continuing operations elsewhere, and adversely affect our results of operations and our ability to make cash distributions to unitholders.

We conduct a portion of our operations through joint ventures, which subject us to additional risks that could have a material adverse effect on the success of these operations, our financial position and our results of operations.

We conduct a portion of our operations through joint ventures with third parties, including Spectra Energy, DCP Midstream Partners, LP, Trans Louisiana Gas Pipeline, Inc. and Pablo Gathering LLC. We may also enter

into other joint venture arrangements in the future. These third parties may have obligations that are important to the success of the joint venture, such as the obligation to pay their share of capital and other costs of the joint venture. The performance of these third-party obligations, including the ability of the third parties to satisfy their obligations under these arrangements, is outside our control. If these parties do not satisfy their obligations under these arrangements, our business may be adversely affected.

Our joint venture arrangements may involve risks not otherwise present when operating assets directly, including, for example:

- our joint venture partners may share certain approval rights over major decisions;
- our joint venture partners may not pay their share of the joint venture's obligations, leaving us liable for their shares of joint venture liabilities;
- we may be unable to control the amount of cash we will receive from the joint venture;
- we may incur liabilities as a result of an action taken by our joint venture partners;
- we may be required to devote significant management time to the requirements of and matters relating to the joint ventures;
- our insurance policies may not fully cover loss or damage incurred by both us and our joint venture partners in certain circumstances;
- our joint venture partners may be in a position to take actions contrary to our instructions or requests or contrary to our policies or objectives; and
- disputes between us and our joint venture partners may result in delays, litigation or operational impasses.

The risks described above or the failure to continue our joint ventures or to resolve disagreements with our joint venture partners could adversely affect our ability to transact the business that is the subject of such joint venture, which would in turn negatively affect our financial condition and results of operations. The agreements under which we formed certain joint ventures may subject us to various risks, limit the actions we may take with respect to the assets subject to the joint venture and require us to grant rights to our joint venture partners that could limit our ability to benefit fully from future positive developments. Some joint ventures require us to make significant capital expenditures. If we do not timely meet our financial commitments or otherwise do not comply with our joint venture agreements, our rights to participate, exercise operator rights or otherwise influence or benefit from the joint venture may be adversely affected. Certain of our joint venture partners may have substantially greater financial resources than we have and we may not be able to secure the funding necessary to participate in operations our joint venture partners propose, thereby reducing our ability to benefit from the joint venture.

Under certain circumstances, an affiliate of Spectra Energy Corp will have the right to purchase an ownership interest in SESH at fair market value.

We own a 24.95% ownership interest in SESH. The remaining 25.05% and 50.0% ownership interests are held by affiliates of CenterPoint Energy and Spectra Energy Corp, respectively. Under the master formation agreement, CenterPoint Energy has certain put rights, and we have certain call rights, exercisable with respect to the interest in SESH retained by CenterPoint Energy, under which CenterPoint Energy would contribute to us its interest in SESH at a price equal to the fair market value of the interest at the time the put right or call right is exercised. Please read "Certain Relationships and Related Party Transactions—Master Formation Agreement—Acquisition of Remaining CenterPoint Energy Interest in SESH."

Upon completion of this offering, CenterPoint Energy will own a % limited partnership interest in us. Pursuant to the terms of the limited liability company agreement of SESH, as amended (the SESH LLC

Agreement), if, at any time, CenterPoint Energy owns less than a 50% economic interest in us, an affiliate of Spectra Energy Corp will have the right to purchase our 24.95% interest in SESH at fair market value. Spectra Energy Corp will also have a preferential purchase right with respect to any interest in SESH transferred to us by CenterPoint Energy if, at the time such interest is transferred, we are not an "affiliate" of CenterPoint Energy, as such term is defined in the SESH LLC Agreement. Under the master formation agreement, we are entitled to receive the cash consideration related to any exercise of these rights by Spectra Energy Corp.

Our business involves many hazards and operational risks, some of which may not be fully covered by insurance. Insufficient insurance coverage and increased insurance costs could adversely impact our results of operations and our ability to make cash distributions to unitholders.

Our operations are subject to all of the risks and hazards inherent in the gathering, processing, transportation and storage of natural gas and crude oil, including:

- damage to pipelines and plants, related equipment and surrounding properties caused by hurricanes, tornadoes, floods, fires and other natural disasters, acts of terrorism and actions by third parties;
- inadvertent damage from construction, vehicles, farm and utility equipment;
- leaks of natural gas, crude oil and other hydrocarbons or losses of natural gas and crude oil as a result of the malfunction of equipment or facilities;
- ruptures, fires and explosions; and
- other hazards that could also result in personal injury and loss of life, pollution and suspension of operations.

These risks could result in substantial losses due to personal injury and/or loss of life, severe damage to and destruction of property, plant and equipment and pollution or other environmental damage. These risks may also result in curtailment or suspension of our operations. A natural disaster or other hazard affecting the areas in which we operate could have a material adverse effect on our operations. We are not fully insured against all risks inherent in our business. Our sponsors currently have general liability and property insurance in place to cover certain of our facilities in amounts that they consider appropriate. Such policies are subject to certain limits and deductibles. We do not have business interruption insurance coverage for all of our operations. Insurance coverage may not be available in the future at current costs or on commercially reasonable terms, and the insurance proceeds received for any loss of, or any damage to, any of our facilities may not be sufficient to restore the loss or damage without negative impact on our results of operations and our ability to make cash distributions to unitholders.

The use of derivative contracts by us and our subsidiaries in the normal course of business could result in financial losses that could negatively impact our results of operations and our ability to make cash distributions to unitholders.

We and our subsidiaries periodically use derivative instruments, such as swaps, options, futures and forwards, to manage our commodity and financial market risks. We and our subsidiaries could recognize financial losses as a result of volatility in the market values of these contracts, or should a counterparty fail to perform. In the absence of actively quoted market prices and pricing information from external sources, the valuation of these financial instruments can involve management's judgment or use of estimates. As a result, changes in the underlying assumptions or use of alternative valuation methods could affect the reported fair value of these contracts.

Failure to attract and retain an appropriately qualified workforce could adversely impact our results of operations.

Our business is dependent on our ability to recruit, retain and motivate employees. Certain circumstances, such as an aging workforce without appropriate replacements, a mismatch of existing skill sets to future needs,

competition for skilled labor or the unavailability of contract resources may lead to operating challenges such as a lack of resources, loss of knowledge or a lengthy time period associated with skill development. Our costs, including costs for contractors to replace employees, productivity costs and safety costs, may rise. Failure to hire and adequately train replacement employees, including the transfer of significant internal historical knowledge and expertise to the new employees, or the future availability and cost of contract labor may adversely affect our ability to manage and operate our business. If we are unable to successfully attract and retain an appropriately qualified workforce, our results of operations could be negatively affected.

Our ability to grow is dependent on our ability to access external financing sources.

We expect that our operating subsidiaries will distribute all of their available cash to us and that we will distribute all of our available cash to our unitholders. As a result, we expect that we and our operating subsidiaries will rely primarily upon external financing sources, including commercial bank borrowings and the issuance of debt and equity securities, to fund acquisitions and expansion capital expenditures. As a result, to the extent we or our operating subsidiaries are unable to finance growth externally, our and our operating subsidiaries' cash distribution policy will significantly impair our and our operating subsidiaries' ability to grow. In addition, because we and our operating subsidiaries distribute all available cash, our and our operating subsidiaries' growth may not be as fast as businesses that reinvest their available cash to expand ongoing operations.

To the extent we issue additional units in connection with any acquisitions or expansion capital expenditures, the payment of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per unit distribution level, which in turn may impact the available cash that we have to distribute on each unit. There are no limitations in our partnership agreement on our ability to issue additional units, including units ranking senior to the common units. The incurrence of additional commercial borrowings or other debt by us or our operating subsidiaries to finance our growth strategy would result in increased interest expense, which in turn may negatively impact the available cash that our operating subsidiaries have to distribute to us, and that we have to distribute to our unitholders.

If we do not make acquisitions or are unable to make acquisitions on economically acceptable terms, our future growth will be limited.

Our ability to grow depends, in part, on the ability to make acquisitions that result in an increase in our cash generated from operations per common unit. If we are unable to make these accretive acquisitions either because: (i) we are unable to identify attractive acquisition targets or we are unable to negotiate purchase contracts on acceptable terms, (ii) we are unable to obtain acquisition financing on economically acceptable terms, or (iii) we are outbid by competitors, then our future growth and ability to increase distributions will be limited.

Our merger and acquisition activities may not be successful or may result in completed acquisitions that do not perform as anticipated.

From time to time, we have made, and we intend to continue to make, acquisitions of businesses and assets. Such acquisitions involve substantial risks, including the following:

- acquired businesses or assets may not produce revenues, earnings or cash flow at anticipated levels;
- acquired businesses or assets could have environmental, permitting or other problems for which contractual protections prove inadequate;
- we may assume liabilities that were not disclosed to us, that exceed our estimates, or for which our rights to indemnification from the seller are limited;
- we may be unable to integrate acquired businesses successfully and realize anticipated economic, operational and other benefits in a timely manner, which could result in substantial costs and delays or other operational, technical or financial problems; and

- acquisitions, or the pursuit of acquisitions, could disrupt our ongoing businesses, distract management, divert resources and make it difficult to maintain our current business standards, controls and procedures.

Our and our operating subsidiaries' debt levels may limit our and their flexibility in obtaining additional financing and in pursuing other business opportunities.

As of September 30, 2013, we had approximately $1.7 billion of long-term debt outstanding and $200 million of short-term debt outstanding, excluding the premiums on senior notes. We have $363 million of long-term notes payable-affiliated companies due to CenterPoint Energy. We have a $1.4 billion revolving credit facility for working capital, capital expenditures and other partnership purposes, including acquisitions, of which $1.3 billion was available as of September 30, 2013. Following this offering, we will continue to have the ability to incur additional debt, subject to limitations in our credit facilities. The levels of our debt could have important consequences, including the following:

- the ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be impaired or the financing may not be available on favorable terms, if at all;
- a portion of cash flows will be required to make interest payments on the debt, reducing the funds that would otherwise be available for operations, future business opportunities and distributions;
- our debt level will make us more vulnerable to competitive pressures or a downturn in our business or the economy generally; and
- our debt level may limit our flexibility in responding to changing business and economic conditions.

Our and our operating subsidiaries' ability to service our and their debt will depend upon, among other things, their future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond our and their control. If operating results are not sufficient to service our or our operating subsidiaries' current or future indebtedness, we and they may be forced to take actions such as reducing distributions, reducing or delaying business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing debt, or seeking additional equity capital. These actions may not be effected on satisfactory terms, or at all. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

Our credit facilities contain operating and financial restrictions, including covenants and restrictions that may be affected by events beyond our control, which could adversely affect our business, financial condition, results of operations and ability to make quarterly distributions to our unitholders.

Our credit facilities contain customary covenants that, among other things, limit our ability to:

- permit our subsidiaries to incur or guarantee additional debt;
- incur or permit to exist certain liens on assets;
- dispose of assets;
- merge or consolidate with another company or engage in a change of control;
- enter into transactions with affiliates on non-arm's length terms; and
- change the nature of our business.

Our credit facilities also require us to maintain certain financial ratios. Our ability to meet those financial ratios can be affected by events beyond our control, and we cannot assure you that we will meet those ratios. In addition, our credit facilities contain events of default customary for agreements of this nature.

Our ability to comply with the covenants and restrictions contained in our credit facilities may be affected by events beyond our control, including prevailing economic, financial and industry conditions. If market or other economic conditions deteriorate, our ability to comply with these covenants may be impaired. If we violate any of the restrictions, covenants, ratios or tests in our credit facilities, a significant portion of our indebtedness may become immediately due and payable. In addition, our lenders' commitments to make further loans to us under the revolving credit facility may be suspended or terminated. We might not have, or be able to obtain, sufficient funds to make these accelerated payments. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

Affiliates of our general partner, including OGE Energy and CenterPoint Energy, may compete with us, and neither our general partner nor its affiliates have any obligation to present business opportunities to us.

Under our omnibus agreement, OGE Energy, CenterPoint Energy and their affiliates have agreed to hold or otherwise conduct all of their respective midstream operations located within the United States through us. This requirement will cease to apply to both OGE Energy and CenterPoint Energy as soon as either OGE Energy or CenterPoint Energy ceases to hold any interest in our general partner or at least 20% of our common units. In addition, if OGE Energy or CenterPoint Energy acquires any assets or equity of any person engaged in midstream operations with a value in excess of $50 million (or $100 million in the aggregate with such party's other acquired midstream operations that have not been offered to us), the acquiring party will be required to offer to us such assets or equity for such value. If we do not purchase such assets, the acquiring party will be free to retain and operate such midstream assets, so long as the value of the assets does not reach certain thresholds.

As a result, under the circumstances described above, OGE Energy and CenterPoint Energy have the ability to construct or acquire assets that directly compete with our assets. Pursuant to the terms of our partnership agreement, the doctrine of corporate opportunity, or any analogous doctrine, does not apply to our general partner or any of its affiliates, including its executive officers and directors and OGE Energy and CenterPoint Energy. Any such person or entity that becomes aware of a potential transaction, agreement, arrangement or other matter that may be an opportunity for us will not have any duty to communicate or offer such opportunity to us. Any such person or entity will not be liable to us or to any limited partner for breach of any fiduciary duty or other duty by reason of the fact that such person or entity pursues or acquires such opportunity for itself, directs such opportunity to another person or entity or does not communicate such opportunity or information to us. This may create actual and potential conflicts of interest between us and affiliates of our general partner and result in less than favorable treatment of us and our common unitholders. Please read "Conflicts of Interest and Fiduciary Duties."

If our general partner fails to develop or maintain an effective system of internal controls, then we may not be able to accurately report our financial results or prevent fraud. As a result, current and potential unitholders could lose confidence in our financial reporting, which would harm our business and the trading price of our common units.

Our general partner has sole responsibility for conducting our business and for managing our operations. Prior to this offering, we have not been required to file reports with the SEC. Upon the completion of this offering, we will become subject to the public reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Effective internal controls are necessary for our general partner, on our behalf, to provide reliable financial reports, prevent fraud and operate us successfully as a public company. If our general partner's efforts to maintain its internal controls are not successful, it is unable to maintain adequate controls over our financial processes and reporting in the future or it is unable to assist us in complying with our obligations under Section 404 of the Sarbanes-Oxley Act of 2002, our operating results could be harmed or we may fail to meet our reporting obligations. Ineffective internal controls also could cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the trading price of our common units.

We rely on executive officers of our general partner and employees of OGE Energy and CenterPoint Energy for the success of our and our subsidiaries' businesses.

Initially, all of the executive officers of our general partner will be employees of OGE Energy or CenterPoint Energy. We have entered into services agreements with OGE Energy and CenterPoint Energy pursuant to which OGE Energy and CenterPoint Energy perform administrative services for us such as legal, accounting, treasury, finance, investor relations, insurance administration and claims processing, risk management, health, safety and environmental, information technology, human resources, credit, payroll, internal audit, taxes, facilities, fleet management and media services. Affiliates of OGE Energy and CenterPoint Energy conduct businesses and activities of their own in which we have no economic interest. As a result, there could be material competition for the time and effort of the executive officers and employees of OGE Energy and CenterPoint Energy who provide services to our general partner. If the executive officers of our general partner and the employees of OGE Energy and CenterPoint Energy do not devote sufficient attention to the management and operation of our business, our financial results may suffer and our ability to make cash distributions may be impaired.

Cyber-attacks, acts of terrorism or other disruptions could adversely impact our results of operations and our ability to make cash distributions to unitholders.

We are subject to cyber-security risks related to breaches in the systems and technology that we use (i) to manage our operations and other business processes and (ii) to protect sensitive information maintained in the normal course of our businesses. The gathering, processing and transportation of natural gas from our gathering, processing and pipeline facilities are dependent on communications among our facilities and with third-party systems that may be delivering natural gas into or receiving natural gas and other products from our facilities. Disruption of those communications, whether caused by physical disruption such as storms or other natural phenomena, by failure of equipment or technology, or by manmade events, such as cyber-attacks or acts of terrorism, may disrupt our ability to deliver natural gas and control these assets. Cyber-attacks could also result in the loss of confidential or proprietary data or security breaches of other information technology systems that could disrupt our operations and critical business functions, adversely affect our reputation, and subject us to possible legal claims and liability, any of which could have a material adverse effect on our results of operations and our ability to make cash distributions to unitholders. In addition, our natural gas pipeline systems may be targets of terrorist activities that could disrupt our ability to conduct our business and have a material adverse effect on our results of operations and our ability to make cash distributions to unitholders. It is possible that any of these occurrences, or a combination of them, could have a material adverse effect on our business, financial condition and results of operations.

We may be unable to obtain or renew permits necessary for our operations, which could inhibit our ability to do business.

Performance of our operations require that we obtain and maintain a number of federal and state permits, licenses and approvals with terms and conditions containing a significant number of prescriptive limits and performance standards in order to operate. All of these permits, licenses, approval limits and standards require a significant amount of monitoring, record keeping and reporting in order to demonstrate compliance with the underlying permit, license, approval limit or standard. Noncompliance or incomplete documentation of our compliance status may result in the imposition of fines, penalties and injunctive relief. A decision by a government agency to deny or delay the issuance of a new or existing material permit or other approval, or to revoke or substantially modify an existing permit or other approval, could adversely affect our ability to initiate or continue operations at the affected location or facility and on our financial condition, results of operations and cash flows.

Additionally, in order to obtain permits and renewals of permits and other approvals in the future, we may be required to prepare and present data to governmental authorities pertaining to the potential adverse impact that

any proposed pipeline or processing-related activities may have on the environment, individually or in the aggregate, including on public and Indian lands. Certain approval procedures may require preparation of archaeological surveys, endangered species studies and other studies to assess the environmental impact of new sites or the expansion of existing sites. Compliance with these regulatory requirements is expensive and significantly lengthens the time required to prepare applications and to receive authorizations.

Costs of compliance with existing environmental laws and regulations are significant, and the cost of compliance with future environmental laws and regulations may adversely affect our results of operations and our ability to make cash distributions to unitholders.

We are subject to extensive federal, state and local environmental statutes, rules and regulations relating to air quality, water quality, waste management, wildlife conservation, natural resources and health and safety that could, among other things, delay or increase our costs of construction, restrict or limit the output of certain facilities and/or require additional pollution control equipment and otherwise increase costs. There are significant capital, operating and other costs associated with compliance with these environmental statutes, rules and regulations and those costs may be even more significant in the future.

There is inherent risk of the incurrence of environmental costs and liabilities in our operations due to our handling of natural gas, NGLs and crude oil, air emissions related to our operations and historical industry operations and waste disposal practices. These activities are subject to stringent and complex federal, state and local laws and regulations governing environmental protection, including the discharge of materials into the environment and the protection of plants, wildlife, and natural and cultural resources. These laws and regulations can restrict or impact our business activities in many ways, such as restricting the way we can handle or dispose of wastes or requiring remedial action to mitigate pollution conditions that may be caused by our operations or that are attributable to former operators. Joint and several strict liability may be incurred, without regard to fault, under certain of these environmental laws and regulations in connection with discharges or releases of wastes on, under or from our properties and facilities, many of which have been used for midstream activities for a number of years, oftentimes by third parties not under our control. Private parties, including the owners of the properties through which our gathering systems pass and facilities where our wastes are taken for reclamation or disposal, may also have the right to pursue legal actions to enforce compliance, as well as to seek damages for non-compliance, with environmental laws and regulations or for personal injury or property damage. For example, an accidental release from one of our pipelines could subject us to substantial liabilities arising from environmental cleanup and restoration costs, claims made by neighboring landowners and other third parties for personal injury and property damage and fines or penalties for related violations of environmental laws or regulations. We may be unable to recover these costs from insurance. Moreover, the possibility exists that stricter laws, regulations or enforcement policies could significantly increase compliance costs and the cost of any remediation that may become necessary. Further, stricter requirements could negatively impact our customers' production and operations, resulting in less demand for our services. Please see "Business—Environmental Matters."

Increased regulation of hydraulic fracturing could result in reductions or delays in natural gas production by our customers, which could adversely affect our results of operations and our ability to make cash distributions to unitholders.

Hydraulic fracturing is an important and common practice that is used to stimulate production of natural gas and/or oil from dense subsurface rock formations. The hydraulic fracturing process involves the injection of water, sand, and chemicals under pressure into targeted subsurface formations to fracture the surrounding rock and stimulate production. Many of our customers commonly use hydraulic fracturing techniques in their drilling and completion programs. Hydraulic fracturing typically is regulated by state oil and natural gas commissions. In addition, Congress from time to time has considered the adoption of legislation to provide for federal regulation of hydraulic fracturing under the Safe Drinking Water Act (SDWA) and to require disclosure of the chemicals used in the hydraulic fracturing process. Some states have adopted, and other states are considering adopting, legal requirements that could impose more stringent permitting, public disclosure or well construction

requirements on hydraulic fracturing activities. Local government also may seek to adopt ordinances within their jurisdictions regulating the time, place and manner of drilling activities in general or hydraulic fracturing activities in particular. If new or more stringent federal, state or local legal restrictions relating to the hydraulic fracturing process are adopted in areas where our oil and natural gas exploration and production customers operate, they could incur potentially significant added costs to comply with such requirements, experience delays or curtailment in the pursuit of exploration, development, or production activities, and perhaps even be precluded from drilling wells, some or all of which activities could adversely affect demand for our services to those customers.

In addition, certain governmental reviews have been conducted or are underway that focus on environmental aspects of hydraulic fracturing practices. The U.S. Environmental Protection Agency, or the EPA, has commenced a study of the potential environmental effects of hydraulic fracturing on drinking water and groundwater. A draft final report drawing conclusions about the potential impacts of hydraulic fracturing on drinking water resources is expected to be available for public comment and peer review by 2014. Moreover, the EPA has announced that it will develop effluent limitations for the treatment and discharge of wastewater resulting from hydraulic fracturing activities by 2014. Other governmental agencies, including the U.S. Department of Energy and the U.S. Department of the Interior, have evaluated or are evaluating various other aspects of hydraulic fracturing. President Obama created the Interagency Working Group on Unconventional Natural Gas and Oil by Executive Order on April 13, 2012, which is charged with coordinating and aligning federal agency research and scientific studies on unconventional natural gas and oil resources, including hydraulic fracturing. These ongoing or proposed studies, depending on their degree of pursuit and any meaningful results obtained, could spur initiatives to further regulate hydraulic fracturing under the SDWA or other regulatory mechanisms.

Our operations may incur substantial liabilities to comply with climate change legislation and regulatory initiatives.

Because our operations emit various types of greenhouse gases, legislation and regulations governing greenhouse gas emissions could increase our costs related to operating and maintaining our facilities, and could delay future permitting. At the federal level, the U.S. Congress has in the past and may in the future consider legislation to reduce emissions of greenhouse gases. On September 22, 2009, the EPA issued a rule requiring nation-wide reporting of greenhouse gas emissions beginning January 1, 2010. The rule applies primarily to large facilities emitting 25,000 metric tons or more of carbon dioxide-equivalent greenhouse gas emissions per year and to most upstream suppliers of fossil fuels and industrial greenhouse gas, as well as to manufacturers of vehicles and engines. Subsequently, on November 30, 2010, the EPA issued a supplemental rulemaking that expanded the types of industrial sources that are subject to or potentially subject to EPA's mandatory greenhouse gas emissions reporting requirements to include petroleum and natural gas systems. On May 13, 2010, the EPA issued the "tailoring rule," which served to increase the greenhouse gas emissions threshold that triggers the permitting requirements for major new (and major modifications to existing) stationary sources. Under a phased-in approach, for most purposes, new permitting provisions are required for new facilities that emit 100,000 tons per year or more of carbon dioxide equivalent (CO2e) and existing facilities making changes that would increase greenhouse gas emissions by 75,000 CO2e. The EPA has also indicated in rulemakings that it may further reduce the current regulatory thresholds for greenhouse gas emissions, making additional sources subject to permitting. On June 26, 2012, in Coalition for Responsible Regulation v. EPA, the U.S. Circuit Court of Appeals for the District of Columbia circuit upheld the bases for the tailoring rule, and ruled that no petitioners had standing to challenge it. On October 15, 2013, the U.S. Supreme Court granted a petition for a writ of certiorari to review the appellate court's decision.

In addition, more than one-third of the states, either individually or through multi-state regional initiatives, have begun implementing legal measures to reduce emissions of greenhouse gases, primarily through the planned development of emission inventories or regional greenhouse gas cap-and-trade programs. Although many of the state-level initiatives have, to date, focused on large sources of greenhouse gas emissions, such as electric power

plants, it is possible that in the future other sources of greenhouse gas emissions, such as our gas-fired compressors, could become subject to greenhouse gas-related state regulations. Depending on the particular program, we could in the future be required to purchase and surrender emission allowances or otherwise undertake measures to reduce greenhouse gas emissions. Any additional costs or operating restrictions associated with new legislation or regulations regarding greenhouse gas emissions could have a material adverse effect on our operating results and cash flows, in addition to the demand for our services.

Increased regulatory-imposed costs may increase the cost of consuming, and thereby reduce demand for, the products that we gather, treat and transport. To the extent financial markets view climate change and emissions of greenhouse gases as a financial risk, this view could negatively affect our ability to access capital markets or cause us to receive less favorable terms and conditions. Consequently, legislation and regulatory initiatives aimed at reducing greenhouse gases could have a material adverse effect on our results of operations and our ability to make cash distributions to unitholders.

Our operations are subject to extensive regulation by federal regulatory authorities. Changes or additional regulatory measures adopted by such authorities could have a material adverse effect on our results of operations and our ability to make cash distributions to unitholders.

The rates charged by several of our pipeline systems, including for interstate gas transportation service provided by our intrastate pipelines, are regulated by the FERC. The FERC and state regulatory agencies also regulate other terms and conditions of the services we may offer. If one of these regulatory agencies, on its own initiative or due to challenges by third parties, were to lower our tariff rates or deny any rate increase or other material changes to the types, or terms and conditions, of service we might propose or offer, the profitability of our pipeline businesses could suffer. If we were permitted to raise our tariff rates for a particular pipeline, there might be significant delay between the time the tariff rate increase is approved and the time that the rate increase actually goes into effect, which could also limit our profitability. Furthermore, competition from other pipeline systems may prevent us from raising our tariff rates even if regulatory agencies permit us to do so. The regulatory agencies that regulate our systems periodically implement new rules, regulations and terms and conditions of services subject to their jurisdiction. New initiatives or orders may adversely affect the rates charged for our services or otherwise adversely affect our financial condition, results of operations and cash flows and our ability to make cash distributions to our unitholders.

Our natural gas interstate pipelines are regulated by the FERC under the Natural Gas Act of 1938, or NGA, the Natural Gas Policy Act of 1978, or the NGPA, and the Energy Policy Act of 2005, or EPAct of 2005. Generally, the FERC's authority over interstate natural gas transportation extends to:

- rates, operating terms, conditions of service and service contracts;
- certification and construction of new facilities;
- extension or abandonment of services and facilities or expansion of existing facilities;
- maintenance of accounts and records;
- acquisition and disposition of facilities;
- initiation and discontinuation of services;
- depreciation and amortization policies;
- conduct and relationship with certain affiliates;
- market manipulation in connection with interstate sales, purchases or natural gas transportation; and
- various other matters.

The FERC's jurisdiction extends to the certification and construction of interstate transportation and storage facilities, including, but not limited to expansions, lateral and other facilities and abandonment of facilities and services. Prior to commencing construction of significant new interstate transportation and storage facilities, an interstate pipeline must obtain a certificate authorizing the construction, or an order amending its existing certificate, from the FERC. Certain minor expansions are authorized by blanket certificates that the FERC has issued by rule. Typically, a significant expansion project requires review by a number of governmental agencies, including state and local agencies, whose cooperation is important in completing the regulatory process on schedule. Any failure by an agency to issue sufficient authorizations or permits in a timely manner for one or more of these projects may mean that we will not be able to pursue these projects or that they will be constructed in a manner or with capital requirements that we did not anticipate. Our inability to obtain sufficient permits and authorizations in a timely manner could materially and negatively impact the additional revenues expected from these projects.

The FERC conducts audits to verify compliance with the FERC's regulations and the terms of its orders, including whether the websites of interstate pipelines accurately provide information on the operations and availability of services. The FERC's regulations require uniform terms and conditions for service, as set forth in agreements for transportation and storage services executed between interstate pipelines and their customers. These service agreements are required to conform, in all material respects, with the standard form of service agreements set forth in the pipeline's FERC-approved tariff. Non-conforming agreements must be filed with, and accepted by, the FERC. In the event that the FERC finds that an agreement, in whole or part, is materially non-conforming, it could reject the agreement or require us to seek modification, or alternatively require us to modify our tariff so that the non-conforming provisions are generally available to all customers.

The rates, terms and conditions for transporting natural gas in interstate commerce on certain of our intrastate pipelines and for services offered at certain of our storage facilities are subject to the jurisdiction of the FERC under Section 311 of the NGPA. Rates to provide such interstate transportation service must be "fair and equitable" under the NGPA and are subject to review, refund with interest if found not to be fair and equitable, and approval by the FERC at least once every five years.

Our crude oil gathering pipelines are subject to common carrier regulation by the FERC under the Interstate Commerce Act, or ICA. The ICA requires that we maintain tariffs on file with the FERC setting forth the rates we charge for providing transportation services, as well as the rules and regulations governing such services. The ICA requires, among other things, that our rates must be "just and reasonable" and that we provide service in a manner that is nondiscriminatory.

Our operations may also be subject to regulation by state and local regulatory authorities. Changes or additional regulatory measures adopted by such authorities could adversely affect our results of operations and our ability to make cash distributions to unitholders.

Our pipeline operations that are not regulated by the FERC may be subject to state and local regulation applicable to intrastate natural and transportation services. The relevant states in which we operate include North Dakota, Oklahoma, Arkansas, Louisiana, Texas, Missouri, Kansas, Mississippi, Tennessee and Illinois. State and local regulations generally focus on safety, environmental and, in some circumstances, prohibition of undue discrimination among shippers. Additional rules and legislation pertaining to these matters are considered and, in some instances, adopted from time to time. We cannot predict what effect, if any, such changes might have on our operations, but we could be required to incur additional capital expenditures and increased costs depending on future legislative and regulatory changes. Other state and local regulations also may affect our business. Any such state or local regulation could have an adverse effect on our business and the results of our operations.

Our gathering lines may be subject to ratable take and common purchaser statutes. Ratable take statutes generally require gatherers to take, without undue discrimination, oil or natural gas production that may be tendered to the gatherer for handling. Similarly, common purchaser statutes generally require gatherers to

purchase without undue discrimination as to source of supply or producer. These statutes restrict our right as an owner of gathering facilities to decide with whom we contract to purchase or transport oil or natural gas. Federal law leaves economic regulation of natural gas gathering to the states. The states in which we operate have adopted complaint-based regulation of oil and natural gas gathering activities, which allows oil and natural gas producers and shippers to file complaints with state regulators in an effort to resolve grievances relating to access to oil and natural gas gathering pipelines and rate discrimination.

Other state regulations may not directly regulate our business, but may nonetheless affect the availability of natural gas for processing, including state regulation of production rates and maximum daily production allowable from gas wells. While our gathering lines are currently subject to limited state regulation, there is a risk that state laws will be changed, which may give producers a stronger basis to challenge the regulatory status of a line, or the rates, terms and conditions of a gathering line providing transportation service.

A change in the jurisdictional characterization of some of our assets by federal, state or local regulatory agencies or a change in policy by those agencies may result in increased regulation of our assets, which may cause our revenues to decline and operating expenses to increase.

Our natural gas gathering and intrastate transportation operations are generally exempt from the jurisdiction of the FERC under the NGA, but FERC regulation may indirectly impact these businesses and the markets for products derived from these businesses. The FERC's policies and practices across the range of its oil and natural gas regulatory activities, including, for example, its policies on interstate open access transportation, ratemaking, capacity release, and market center promotion may indirectly affect intrastate markets. In recent years, the FERC has pursued pro-competitive policies in its regulation of interstate oil and natural gas pipelines. However, we cannot assure you that the FERC will continue to pursue this approach as it considers matters such as pipeline rates and rules and policies that may indirectly affect the intrastate natural gas transportation business. Although the FERC has not made a formal determination with respect to all of our facilities we consider to be gathering facilities, we believe that our natural gas gathering pipelines meet the traditional tests that the FERC has used to determine that a pipeline is a gathering pipeline and are therefore not subject to FERC jurisdiction. The distinction between FERC-regulated transmission services and federally unregulated gathering services, however, has been the subject of substantial litigation, and the FERC determines whether facilities are gathering facilities on a case-by-case basis, so the classification and regulation of our gathering facilities is subject to change based on future determinations by the FERC, the courts or Congress. If the FERC were to consider the status of an individual facility and determine that the facility and/or services provided by it are not exempt from FERC regulation under the NGA and that the facility provides interstate service, the rates for, and terms and conditions of, services provided by such facility would be subject to regulation by the FERC under the NGA or the NGPA. Such regulation could decrease revenue, increase operating costs, and, depending upon the facility in question, could adversely affect our financial condition, results of operations and cash flows and our ability to make cash distributions to our unitholders. In addition, if any of our facilities were found to have provided services or otherwise operated in violation of the NGA or NGPA, this could result in the imposition of substantial civil penalties, as well as a requirement to disgorge revenues collected for such services in excess of the maximum rates established by the FERC.

Natural gas gathering may receive greater regulatory scrutiny at the state level; therefore, our natural gas gathering operations could be adversely affected should they become subject to the application of state regulation of rates and services. Our gathering operations could also be subject to safety and operational regulations relating to the design, construction, testing, operation, replacement and maintenance of gathering facilities. We cannot predict what effect, if any, such changes might have on our operations, but we could be required to incur additional capital expenditures and increased costs depending on future legislative and regulatory changes.

We may incur significant costs and liabilities resulting from pipeline integrity and other similar programs and related repairs.

The U.S. Department of Transportation, or DOT, has adopted regulations requiring pipeline operators to develop integrity management programs for transportation pipelines located in "high consequence areas," which are those areas where a leak or rupture could do the most harm. The regulations require operators, including us, to, among other things:

- develop a baseline plan to prioritize the assessment of a covered pipeline segment;
- identify and characterize applicable threats that could impact a high consequence area;
- improve data collection, integration, and analysis;
- repair and remediate pipelines as necessary; and
- implement preventive and mitigating action.

Although many of our pipelines fall within a class that is currently not subject to these requirements, we may incur significant cost and liabilities associated with repair, remediation, preventive or mitigation measures associated with our non-exempt pipelines. This work is part of our normal integrity management program and we do not expect to incur any extraordinary costs during 2013 or 2014 to complete the testing required by existing DOT regulations and their state counterparts. We have not estimated the costs for any repair, remediation, preventive or mitigation actions that may be determined to be necessary as a result of the testing program, which could be substantial, or any lost cash flows resulting from shutting down our pipelines during the pendency of such repairs. Should we fail to comply with DOT or comparable state regulations, we could be subject to penalties and fines. Also, as addressed in the "Business—Safety and Health Regulation," the scope of the integrity management program and other related pipeline safety programs could be expanded in the future. We have not estimated the cost of complying with such future requirements.

The adoption of financial reform legislation by the United States Congress could adversely affect our ability to use derivative instruments to hedge risks associated with our business.

At times, we may hedge all or a portion of our commodity risk and our interest rate risk. The United States Congress adopted comprehensive financial reform legislation that changed federal oversight and regulation of the derivatives markets and entities, including businesses like ours, that participate in those markets. The new legislation, known as the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, was signed into law by the President on July 21, 2010, and requires the Commodity Futures Trading Commission, or the CFTC, and the SEC to promulgate rules and regulations implementing the legislation. In its rulemaking under the Dodd-Frank Act, the CFTC adopted regulations to set position limits for certain futures and option contracts in the major energy markets and for swaps that are their economic equivalents, but these rules were successfully challenged in federal district court by the Securities Industry Financial Markets Association and the International Swaps and Derivatives Association and largely vacated by the court. The CFTC appealed this ruling, but subsequently withdrew its appeal. On November 5, 2013, the CFTC approved a Notice of Proposed Rulemaking designed to implement new position limits regulation. The ultimate form and timing of the implementation of the regulatory regime affecting commodity derivatives remains uncertain. However, reporting obligations for transactions involving non-financial swap counterparties such as us began on July 1, 2013 with regard to interest rate swaps and August 19, 2013 with regard to other commodity swaps such as natural gas swap products.

Under final rules adopted by the CFTC, we believe our hedging transactions will qualify for the non-financial, commercial end-user exception, which exempts derivatives intended to hedge or mitigate commercial risk from the mandatory swap clearing requirement, where the counterparty such as us has a required identification number, is not a financial entity as defined by the regulations, and meets a minimum asset test. The Dodd-Frank Act may also require us to comply with margin requirements in connection with our hedging

activities, although the application of those provisions to us is uncertain at this time. The Dodd-Frank Act may also require the counterparties to our derivative instruments to spin off some of their hedging activities to a separate entity, which may not be as creditworthy as the current counterparty.

The Dodd-Frank Act and related regulations could significantly increase the cost of derivatives contracts for our industry (including requirements to post collateral which could adversely affect our available liquidity), materially alter the terms of derivatives contracts, reduce the availability of derivatives to protect against risks we encounter, reduce our ability to monetize or restructure our existing derivatives contracts, and increase our exposure to less creditworthy counterparties, particularly if we are unable to utilize the commercial end user exception with respect to certain of our hedging transactions. If we reduce our use of hedging as a result of the legislation and regulations, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures and fund unitholder distributions. Finally, the legislation was intended, in part, to reduce the volatility of crude oil and natural gas prices, which some legislators attributed to speculative trading in derivatives and commodity instruments related to crude oil and natural gas. Our revenues could therefore be adversely affected if a consequence of the legislation and regulations is to lower commodity prices. Any of these consequences could adversely affect our results of operations and our ability to make cash distributions to unitholders.

Risks Related to an Investment in Us

Our general partner and its affiliates, including OGE Energy and CenterPoint Energy, have conflicts of interest with us and limited duties to us and our unitholders, and they may favor their own interests to the detriment of us and our other common unitholders.

Following this offering, affiliates of OGE Energy and CenterPoint Energy will continue to own and control our general partner and will continue to appoint all of the officers and directors of our general partner. All of the initial officers and a majority of the initial directors of our general partner are also officers and/or directors of OGE Energy or CenterPoint Energy. Although our general partner has a duty to manage us in a manner that is beneficial to us and our unitholders, the directors and officers of our general partner have a fiduciary duty to manage our general partner in a manner that is beneficial to OGE Energy and CenterPoint Energy. Conflicts of interest will arise between OGE Energy, CenterPoint Energy and our general partner, on the one hand, and us and our unitholders, on the other hand. In resolving these conflicts of interest, our general partner may favor its own interests and the interests of OGE Energy and CenterPoint Energy over our interests and the interests of our unitholders. These conflicts include the following situations, among others:

- Neither our partnership agreement nor any other agreement requires OGE Energy or CenterPoint Energy to pursue a business strategy that favors us. The directors and officers of OGE Energy and CenterPoint Energy have a fiduciary duty to make decisions in the best interests of the stockholders of their respective companies, which may be contrary to our interests. OGE Energy and CenterPoint Energy may choose to shift the focus of their investment and growth to areas not served by our assets.
- Our general partner is allowed to take into account the interests of parties other than us, such as OGE Energy and CenterPoint Energy, in resolving conflicts of interest.
- All of the initial officers and a majority of the initial directors of our general partner are also officers and/or directors of OGE Energy or CenterPoint Energy and will owe fiduciary duties to their respective companies. These officers will also devote significant time to the business of OGE Energy and CenterPoint Energy and will be compensated by OGE Energy and CenterPoint Energy accordingly.
- Our partnership agreement replaces the fiduciary duties that would otherwise be owed to us by our general partner with contractual standards governing its duties, limits our general partner’s liabilities and restricts the remedies available to our unitholders for actions that, without such limitations, might constitute breaches of fiduciary duty.

- Except in limited circumstances, our general partner has the power and authority to conduct our business without unitholder approval.
- Disputes may arise under our commercial agreements with OGE Energy and CenterPoint Energy.
- Our general partner determines the amount and timing of asset purchases and sales, borrowings, issuances of additional partnership units and the creation, reduction or increase of cash reserves, each of which can affect the amount of distributable cash flow.
- Our general partner determines the amount and timing of any capital expenditures and whether a capital expenditure is classified as a maintenance capital expenditure, which reduces operating surplus, or an expansion or investment capital expenditure, which does not reduce operating surplus. This determination can affect the amount of cash that is distributed to our unitholders and the ability of the subordinated units to convert to common units.
- Our general partner determines which costs incurred by it and its affiliates are reimbursable by us.
- Our general partner may cause us to borrow funds in order to permit the payment of cash distributions, even if the purpose or effect of the borrowing is to make a distribution on the subordinated units, to make incentive distributions or to accelerate the expiration of the subordination period.
- Our partnership agreement permits us to classify up to $ million as operating surplus, even if it is generated from asset sales, non-working capital borrowings or other sources that would otherwise constitute capital surplus. This cash may be used to fund distributions on our subordinated or general partner units or to our general partner in respect of the incentive distribution rights.
- Our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered to us or entering into additional contractual arrangements with any of these entities on our behalf.
- Our general partner intends to limit its liability regarding our contractual and other obligations.
- Our general partner may exercise its right to call and purchase all of the common units not owned by it and its affiliates if they own more than 80% of the common units.
- Our general partner controls the enforcement of the obligations that it and its affiliates owe to us.
- Our general partner decides whether to retain separate counsel, accountants or others to perform services for us.
- Our general partner may transfer its incentive distribution rights without unitholder approval.
- Our general partner may elect to cause us to issue common units to it in connection with a resetting of the target distribution levels related to our general partner's incentive distribution rights without the approval of the conflicts committee of the board of directors of our general partner or our unitholders. This election may result in lower distributions to our common unitholders in certain situations.

Please read "Conflicts of Interest and Fiduciary Duties."

If you are not an Eligible Holder, your common units may be subject to redemption.

We have adopted certain requirements regarding those investors who may own our common and subordinated units. Eligible Holders are limited partners whose (i) federal income tax status is not reasonably likely to have a material adverse effect on the rates that can be charged by us on assets that are subject to regulation by FERC or an analogous regulatory body and (ii) nationality, citizenship or other related status would not create a substantial risk of cancellation or forfeiture of any property in which we have an interest, in each case as determined by our general partner with the advice of counsel. If you are not an Eligible Holder, in certain circumstances as set forth in our partnership agreement, your units may be redeemed by us at the then-current market price. The redemption price will be paid in cash or by delivery of a promissory note, as determined by our general partner. Please read "The Partnership Agreement—Ineligible Holders; Redemption."

Our partnership agreement requires that we distribute all of our available cash, which could limit our ability to grow and make acquisitions.

We expect that we will distribute all of our available cash to our unitholders and will rely primarily upon external financing sources, including commercial borrowings and the issuance of debt and equity securities, to fund our acquisitions and expansion capital expenditures. As a result, to the extent we are unable to finance growth externally, our cash distribution policy will significantly impair our ability to grow.

In addition, because we intend to distribute all of our available cash, our growth may not be as fast as that of businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional units in connection with any acquisitions or expansion capital expenditures, the payment of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per unit distribution level. There are no limitations in our partnership agreement or in our credit facilities that limit our ability to issue additional units, including units ranking senior to the common units. The incurrence of additional commercial borrowings or other debt to finance our growth strategy would result in increased interest expense, which in turn may impact the available cash that we have to distribute to our unitholders.

The reimbursements due to our general partner and its affiliates for services provided to us or on our behalf will reduce our distributable cash flow. The amount and timing of such reimbursements will be determined by our general partner.

Prior to making any distribution on our common units, we will reimburse our general partner and its affiliates, including OGE Energy and CenterPoint Energy, for costs and expenses they incur and payments they make on our behalf. Pursuant to services agreements we have entered into with each of OGE Energy and CenterPoint Energy, we will reimburse OGE Energy and CenterPoint Energy for the payment of operating expenses related to our operations and for the provision of various general and administrative services performed for our benefit. Payments for these services may be substantial and will reduce the amount of distributable cash flow. Additionally, we will reimburse OGE Energy and CenterPoint Energy for direct or allocated costs and expenses incurred on our behalf, including administrative costs, such as compensation expense for those persons who provide services necessary to run our business, and insurance expenses. We also expect to incur approximately $3 million of incremental annual operation and maintenance expense as a result of being a publicly traded partnership. Please read “Certain Relationships and Related Party Transactions—Omnibus Agreement.” Our partnership agreement provides that our general partner will determine in good faith the expenses that are allocable to us. The reimbursement of expenses and payment of fees, if any, to our general partner and its affiliates will reduce the amount of available cash to pay cash distributions to our common unitholders. Please read “Cash Distribution Policy and Restrictions on Distributions.”

Any reductions in our credit ratings could increase our financing costs and the cost of maintaining certain contractual relationships.

We cannot assure you that our credit ratings will remain in effect for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in its judgment, circumstances in the future so warrant. Any future downgrade could increase the cost of short-term borrowings. Any downgrade could also lead to higher borrowing costs and, if below investment grade, could require us or our subsidiaries to post cash collateral under our shipping or hedging arrangements or in order to purchase natural gas or letters of credit. If a credit rating downgrade and the resultant cash collateral requirement were to occur at a time when we were experiencing significant working capital requirements or otherwise lacked liquidity, our results of operations and our ability to make cash distributions to unitholders could be adversely affected.

The credit and business risk profiles of our general partner, OGE Energy and CenterPoint Energy could adversely affect our credit ratings and profile.

The credit and business risk profiles of our general partner, OGE Energy and CenterPoint Energy may be factors in credit evaluations of a master limited partnership because our general partner can exercise control over our business activities, including our cash distribution and acquisition strategy and business risk profile. Other factors that may be considered are the financial conditions of our general partner, OGE Energy and CenterPoint Energy, including the degree of their financial leverage and their dependence on cash flows from us to service their indebtedness.

OGE Energy and CenterPoint Energy, which indirectly own our general partner, have indebtedness outstanding and are partially dependent on the cash distributions from their general partner and limited partner interests in us to service such indebtedness and pay dividends on their common stock. Any distributions by us to such entities will be made only after satisfying our then-current obligations to our creditors. Our credit ratings and business risk profile could be adversely affected if the ratings and risk profiles of the entities that control our general partner were viewed as substantially lower or more risky than ours.

Our partnership agreement replaces our general partner's fiduciary duties to holders of our common units with contractual standards governing its duties.

Our partnership agreement contains provisions that eliminate the fiduciary standards to which our general partner would otherwise be held by state fiduciary duty law and replaces those duties with several different contractual standards. For example, our partnership agreement permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner, free of any duties to us and our unitholders other than the implied contractual covenant of good faith and fair dealing, which means that a court will enforce the reasonable expectations of the partners where the language in the partnership agreement does not provide for a clear course of action. This provision entitles our general partner to consider only the interests and factors that it desires and relieves it of any duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or our limited partners. Examples of decisions that our general partner may make in its individual capacity include:

- how to allocate corporate opportunities among us and its other affiliates;
- whether to exercise its limited call right;
- whether to seek approval of the resolution of a conflict of interest by the conflicts committee of the board of directors of our general partner;
- whether to elect to reset target distribution levels;
- whether to transfer the incentive distribution rights to a third party; and
- whether or not to consent to any merger or consolidation of the partnership or amendment to the partnership agreement.

By purchasing a common unit, a common unitholder agrees to become bound by the provisions in the partnership agreement, including the provisions discussed above. Please read "Conflicts of Interest and Fiduciary Duties—Duties of the General Partner."

Our partnership agreement restricts the remedies available to holders of our common units for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.

Our partnership agreement contains provisions that restrict the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty under state fiduciary duty law. For example, our partnership agreement provides that:

- whenever our general partner, the board of directors of our general partner or any committee thereof (including the conflicts committee) makes a determination or takes, or declines to take, any other action in their respective capacities, our general partner, the board of directors of our general partner and any committee thereof (including the conflicts committee), as applicable, is required to make such determination, or take or decline to take such other action, in good faith, meaning that it subjectively believed that the decision was in the best interests of our partnership, and, except as specifically provided by our partnership agreement, will not be subject to any other or different standard imposed by our partnership agreement, Delaware law, or any other law, rule or regulation, or at equity;
- our general partner will not have any liability to us or our unitholders for decisions made in its capacity as a general partner so long as such decisions are made in good faith;
- our general partner and its officers and directors will not be liable for monetary damages to us or our limited partners resulting from any act or omission unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that our general partner or its officers and directors, as the case may be, acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was criminal; and
- our general partner will not be in breach of its obligations under the partnership agreement (including any duties to us or our unitholders) if a transaction with an affiliate or the resolution of a conflict of interest is:
    - approved by the conflicts committee of the board of directors of our general partner, although our general partner is not obligated to seek such approval;
    - approved by the vote of a majority of the outstanding common units, excluding any common units owned by our general partner and its affiliates;
    - determined by the board of directors of our general partner to be on terms no less favorable to us than those generally being provided to or available from unrelated third parties; or
    - determined by the board of directors of our general partner to be fair and reasonable to us, taking into account the totality of the relationships among the parties involved, including other transactions that may be particularly favorable or advantageous to us.

In connection with a situation involving a transaction with an affiliate or a conflict of interest, any determination by our general partner or the conflicts committee must be made in good faith. If an affiliate transaction or the resolution of a conflict of interest is not approved by our common unitholders or the conflicts committee and the board of directors of our general partner determines that the resolution or course of action taken with respect to the affiliate transaction or conflict of interest satisfies either of the standards set forth in the third and fourth subbullets above, then it will be presumed that, in making its decision, the board of directors of our general partner acted in good faith, and in any proceeding brought by or on behalf of any limited partner or the partnership challenging such determination, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. Please read “Conflicts of Interest and Fiduciary Duties.”

Our general partner may elect to cause us to issue common units to it in connection with a resetting of the minimum quarterly distribution and the target distribution levels related to our general partner's incentive distribution rights without the approval of the conflicts committee of our general partner or our unitholders. This may result in lower distributions to our common unitholders in certain situations.

Our general partner has the right, at any time when there are no subordinated units outstanding, if it has received incentive distributions at the highest level to which it is entitled (50.0%) for each of the prior four consecutive fiscal quarters and the amount of each such distribution did not exceed the adjusted operating surplus for such quarter, respectively, to reset the initial minimum quarterly distribution and cash target distribution levels at higher levels based on the average cash distribution amount per common unit for the two fiscal quarters prior to the exercise of the reset election. Following a reset election by our general partner, the minimum quarterly distribution amount will be reset to an amount equal to the average cash distribution amount per common unit for the two fiscal quarters immediately preceding the reset election (such amount is referred to as the reset minimum quarterly distribution) and the target distribution levels will be reset to correspondingly higher levels based on percentage increases above the reset minimum quarterly distribution amount.

We anticipate that our general partner would exercise this reset right in order to facilitate acquisitions or internal growth projects that would not be sufficiently accretive to cash distributions per common unit without such conversion; however, it is possible that our general partner could exercise this reset election at a time when we are experiencing declines in our aggregate cash distributions or at a time when our general partner expects that we will experience declines in our aggregate cash distributions in the foreseeable future. In such situations, our general partner may be experiencing, or may be expected to experience, declines in the cash distributions it receives related to its incentive distribution rights and may therefore desire to be issued our common units, which are entitled to specified priorities with respect to our distributions and which therefore may be more advantageous for the general partner to own in lieu of the right to receive incentive distribution payments based on target distribution levels that are less certain to be achieved in the then-current business environment. This risk could be elevated if our incentive distribution rights have been transferred to a third party. Our general partner has the right to transfer the incentive distribution rights at any time, in whole or in part, and any transferee holding a majority of the incentive distribution rights shall have the same rights as our general partner with respect to resetting target distributions. As a result, a reset election may cause our common unitholders to experience dilution in the amount of cash distributions that they would have otherwise received had we not issued new common units to our general partner in connection with resetting the target distribution levels related to our general partner incentive distribution rights. Please read "Provisions of Our Partnership Agreement Relating to Cash Distributions—Distributions of Available Cash—General Partner Interest and Incentive Distribution Rights."

Holders of our common units have limited voting rights and are not entitled to elect our general partner or its directors.

Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. Unitholders will have no right to elect our general partner or its board of directors on an annual or other continuing basis. Because OGE Energy and CenterPoint Energy collectively indirectly own 100% of our general partner, the board of directors of our general partner has been, and, as long as OGE Energy and CenterPoint Energy own 100% of our general partner, will continue to be, chosen by OGE Energy and CenterPoint Energy. Furthermore, if the unitholders were dissatisfied with the performance of our general partner, they will have little ability to remove our general partner. Please see "—Even if holders of our common units are dissatisfied, they will not initially be able to remove our general partner without its consent." As a result of these limitations, the price at which the common units will trade could be diminished because of the absence or reduction of a takeover premium in the trading price. Our partnership agreement also contains provisions limiting the ability of unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management.

Even if holders of our common units are dissatisfied, they will not initially be able to remove our general partner without its consent.

The unitholders initially will be unable to remove our general partner without its consent because affiliates of our general partner will own sufficient units upon completion of this offering to be able to prevent its removal. The vote of the holders of at least 75% of all outstanding units voting together as a single class is required to remove our general partner. Following the closing of this offering, affiliates of our general partner will own % of our aggregate outstanding common and subordinated units. Also, if our general partner is removed without cause during the subordination period and units held by our general partner and its affiliates are not voted in favor of that removal, all remaining subordinated units will automatically convert into common units and any existing arrearages on our common units will be extinguished. A removal of our general partner under these circumstances would adversely affect our common units by prematurely eliminating their distribution and liquidation preference over our subordinated units, which would otherwise have continued until we had met certain distribution and performance tests. "Cause" is narrowly defined under our partnership agreement to mean that a court of competent jurisdiction has entered a final, non-appealable judgment finding our general partner liable for actual fraud or willful misconduct in its capacity as our general partner. "Cause" does not include most cases of charges of poor management of the business, so the removal of our general partner because of the unitholders' dissatisfaction with our general partner's performance in managing us will most likely result in the termination of the subordination period and conversion of all subordinated units to common units.

Our partnership agreement restricts the voting rights of unitholders owning 20% or more of our common units.

Unitholders' voting rights are further restricted by a provision of our partnership agreement providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner, its affiliates, their transferees and persons who acquired such units with the prior approval of the board of directors of our general partner, cannot vote on any matter.

Our general partner's interest in us and control of our general partner may be transferred to a third party without unitholder consent.

Our general partner may transfer its general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of our unitholders. Although the limited liability company agreement of our general partner restricts the ability of OGE Energy and CenterPoint Energy to transfer their ownership of their respective limited liability company interest in our general partner until May 1, 2016, our partnership agreement does not restrict the ability of the owners of our general partner from transferring all or a portion of their respective limited liability company interest in our general partner to a third party. The new owners of our general partner would then be in a position to replace the board of directors and executive officers of our general partner with its own choices and thereby influence the decisions taken by the board of directors and executive officers.

The incentive distribution rights of our general partner may be transferred to a third party without unitholder consent.

Our general partner may transfer its incentive distribution rights to a third party at any time without the consent of our unitholders. If our general partner transfers its incentive distribution rights to a third party but retains its general partner interest, our general partner may not have the same incentive to grow our partnership and increase quarterly distributions to unitholders over time as it would if it had retained ownership of its incentive distribution rights. For example, a transfer of incentive distribution rights by our general partner could reduce the likelihood of OGE Energy or CenterPoint Energy selling or contributing additional assets to us, as they would have less of an economic incentive to grow our business, which in turn would impact our ability to grow our asset base.

You will experience immediate and substantial dilution in pro forma net tangible book value of $ per common unit.

The assumed initial public offering price of $ per unit (the midpoint of the price range set forth on the cover page of this prospectus) exceeds our pro forma net tangible book value of $ per unit. Based on the assumed initial public offering price of $ per unit, you will incur immediate and substantial dilution of $ per common unit. This dilution results primarily because the assets contributed by our general partner and its affiliates are recorded in accordance with GAAP at their historical cost, and not their fair value. Please see "Dilution."

We may issue additional units without your approval, which would dilute your existing ownership interests.

Our partnership agreement does not limit the number of additional limited partner interests, including limited partnership interests that rank senior to the common units, that we may issue at any time without the approval of our unitholders. The issuance by us of additional common units or other equity securities of equal or senior rank will have the following effects:

- our existing unitholders' proportionate ownership interest in us will decrease;
- the amount of distributable cash flow on each unit may decrease;
- because a lower percentage of total outstanding units will be subordinated units, the risk that a shortfall in the payment of the minimum quarterly distribution will be borne by our common unitholders will increase;
- because the amount payable to holders of incentive distribution rights is based on a percentage of the total distributable cash flow, the distributions to holders of incentive distribution rights will increase even if the per unit distribution on common units remains the same;
- the ratio of taxable income to distributions may increase;
- the relative voting strength of each previously outstanding unit may be diminished; and
- the market price of the common units may decline.

Affiliates of our general partner may sell common units in the public or private markets, which could have an adverse impact on the trading price of the common units.

After the sale of the common units offered hereby, assuming that the underwriters do not exercise their option to purchase additional common units, subsidiaries of OGE Energy and CenterPoint Energy will hold an aggregate of common units and subordinated units. All of the subordinated units will convert into common units at the end of the subordination period and some may convert earlier under certain circumstances. In addition, we have agreed to provide OGE Energy, CenterPoint Energy and ArcLight with certain registration rights. The sale of these units in the public or private markets could have an adverse impact on the price of the common units or on any trading market that may develop.

Our general partner has a limited call right that may require you to sell your units at an undesirable time or price.

If at any time our general partner and its affiliates own more than 80% of the common units, our general partner will have the right, which it may assign to any of its affiliates or to us, but not the obligation, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price not less than their then-current market price, as calculated pursuant to the terms of the partnership agreement. As a result, you may be required to sell your common units at an undesirable time or price and may not receive any return on your investment. You may also incur a tax liability upon a sale of your units. Upon the completion of this offering, and assuming no exercise of the underwriters' option to purchase additional common units, affiliates of our

general partner will own approximately % of our outstanding common units. At the end of the subordination period, assuming no additional issuances of common units (other than upon the conversion of the subordinated units), affiliates of our general partner will own approximately % of our aggregate outstanding common units. Affiliates of our general partner may acquire additional common units from us in connection with future transactions or through open-market or negotiated purchases. For additional information about this right, please see "The Partnership Agreement—Limited Call Right."

Your liability may not be limited if a court finds that unitholder action constitutes control of our business.

A general partner of a partnership generally has unlimited liability for the obligations of the partnership, except for those contractual obligations of the partnership that are expressly made without recourse to the general partner. Our partnership is organized under Delaware law, and we conduct business in a number of other states. The limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some of the other states in which we may do business. You could be liable for any and all of our obligations as if you were a general partner if a court or government agency were to determine that:

- we were conducting business in a state but had not complied with that particular state's partnership statute; or
- your right to act with other unitholders to remove or replace our general partner, to approve some amendments to our partnership agreement or to take other actions under our partnership agreement constitute "control" of our business.

For a discussion of the implications of the limitations of liability on a unitholder, please see "The Partnership Agreement—Limited Liability."

The NYSE does not require a publicly traded limited partnership like us to comply with certain of its corporate governance requirements.

We intend to apply to list our common units on the NYSE. Because we will be a publicly traded limited partnership, the NYSE does not require us to have, and we do not intend to have, a majority of independent directors on our general partner's board of directors or to establish a compensation committee or a nominating and corporate governance committee. Accordingly, unitholders will not have the same protections afforded to certain corporations that are subject to all of the NYSE corporate governance requirements. Please read "Management."

Unitholders may have liability to repay distributions that were wrongfully distributed to them.

Under certain circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under Section 17-607 of the Delaware Revised Uniform Limited Partnership Act, which we refer to herein as the Delaware Act, we may not make a distribution to you if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that for a period of three years from the date of the impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited partnership for the distribution amount. Transferees of common units are liable for both the obligations of the transferor to make contributions to the partnership that are known to the transferee at the time of transfer and for unknown obligations if the liabilities could have been determined from the partnership agreement. Neither liabilities to partners on account of their partnership interest nor liabilities that are non-recourse to the partnership are counted for purposes of determining whether a distribution is permitted.

Our general partner intends to limit its liability regarding our obligations.

Our general partner intends to limit its liability under contractual arrangements so that the counterparties to such arrangements have recourse only against our assets and not against our general partner or its assets. Our general partner may therefore cause us to incur indebtedness or other obligations that are non-recourse to our general partner. Our partnership agreement permits our general partner to limit its liability, even if we could have obtained more favorable terms without the limitation on liability. In addition, we are obligated to reimburse or indemnify our general partner to the extent that it incurs obligations on our behalf. Any such reimbursement or indemnification payments would reduce the amount of cash otherwise available for distribution to our unitholders.

An increase in interest rates could adversely impact the price of our common units, our ability to issue equity or incur debt for acquisitions or other purposes and our ability to make cash distributions at our intended levels.

Interest rates on future credit facilities and debt offerings could be higher than current levels, causing our financing costs to increase accordingly. As with other yield-oriented securities, the market price of our common units is impacted by the level of our cash distributions and implied distribution yield. The distribution yield is often used by investors to compare and rank related yield-oriented securities for investment decision purposes. Therefore, changes in interest rates may affect the yield requirements of investors who invest in our units, and a rising interest rate environment could have an adverse impact on the price of our common units, our ability to issue additional equity to make acquisitions or for other purposes and our ability to make cash distributions at our intended levels.

There is no existing market for our common units, and a trading market that will provide you with adequate liquidity may not develop. Following this offering, the market price of our common units may fluctuate significantly, and you could lose all or part of your investment.

Prior to this offering, there has been no public market for our common units. After this offering, there will be only publicly traded common units, assuming no exercise of the underwriters' option to purchase additional common units. We do not know the extent to which investor interest will lead to the development of a trading market or how liquid that market might be. You may not be able to resell your common units at or above the initial public offering price. Additionally, the lack of liquidity may result in wide bid-ask spreads, contribute to significant fluctuations in the market price of the common units and limit the number of investors who are able to buy the common units.

The initial public offering price for the common units will be determined by negotiations between us and the representatives of the underwriters and may not be indicative of the market price of the common units that will prevail in the trading market. The market price of our common units may decline below the initial public offering price. The market price of our common units may also be influenced by many factors, some of which are beyond our control, including:

- the level of our quarterly distributions;
- our quarterly or annual earnings or those of other companies in our industry;
- the loss of a large customer or contract;
- announcements by us or our competitors of significant contracts or acquisitions;
- changes in accounting standards, policies, guidance, interpretations or principles;
- general economic conditions;
- the failure of securities analysts to cover our common units after this offering or changes in financial estimates by analysts;

- future sales of our common units; and
- other factors described in these "Risk Factors."

We will incur increased costs as a result of being a publicly traded partnership.

We have no history operating as a publicly traded partnership. As a publicly traded partnership, we will incur significant legal, accounting and other expenses. In addition, the Sarbanes-Oxley Act of 2002 and related rules subsequently implemented by the SEC and the NYSE have required changes in the corporate governance practices of publicly traded companies. We expect these rules and regulations to increase our legal and financial compliance costs and to make activities more time-consuming and costly. For example, as a result of becoming a publicly traded partnership, we are required to have at least three independent directors, create an audit committee and adopt policies regarding internal controls and disclosure controls and procedures, including the preparation of reports on internal control over financial reporting. In addition, we will incur additional costs associated with our publicly traded partnership reporting requirements. We also expect these new rules and regulations to make it more difficult and more expensive for our general partner to obtain director and officer liability insurance and possibly to result in our general partner having to accept reduced policy limits and coverage. We have included $3 million of estimated annual incremental costs associated with being a publicly traded partnership in our financial forecast included elsewhere in this prospectus, some of which will be allocated to us by OGE Energy and CenterPoint Energy and their affiliates. However, it is possible that our actual incremental costs of being a publicly traded partnership will be higher than we currently estimate.

Tax Risks to Common Unitholders

In addition to reading the following risk factors, you should read "Material Federal Income Tax Consequences" for a more complete discussion of the expected material federal income tax consequences of owning and disposing of common units.

Our tax treatment depends on our status as a partnership for federal income tax purposes. If the IRS were to treat us as a corporation for federal income tax purposes, which would subject us to entity-level taxation, then our distributable cash flow to our unitholders would be substantially reduced.

The anticipated after-tax economic benefit of an investment in the common units depends largely on our being treated as a partnership for federal income tax purposes. We have not requested, and do not plan to request, a ruling from the Internal Revenue Service, or IRS, on this or any other tax matter affecting us.

Despite the fact that we are a limited partnership under Delaware law, it is possible in certain circumstances for a partnership such as ours to be treated as a corporation for federal income tax purposes. A change in our business or a change in current law could cause us to be treated as a corporation for federal income tax purposes or otherwise subject us to taxation as an entity.

If we were treated as a corporation for federal income tax purposes, we would pay federal income tax on our taxable income at the corporate tax rate, which is currently a maximum of 35.0%, and would likely pay state and local income tax at varying rates. Distributions would generally be taxed again as corporate dividends (to the extent of our current and accumulated earnings and profits), and no income, gains, losses, deductions, or credits would flow through to you. Because a tax would be imposed upon us as a corporation, our distributable cash flow to our unitholders would be substantially reduced. Therefore, if we were treated as a corporation for federal income tax purposes there would be material reduction in the anticipated cash flow and after-tax return to our unitholders, likely causing a substantial reduction in the value of our common units.

Our partnership agreement provides that, if a law is enacted or existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to entity-level taxation for federal, state or local income tax purposes, the minimum quarterly distribution amount and the target distribution amounts may be adjusted to reflect the impact of that law on us.

If we were subjected to a material amount of additional entity-level taxation by individual states, it would reduce our distributable cash flow to our unitholders.

Changes in current state law may subject us to additional entity-level taxation by individual states. Because of widespread state budget deficits and other reasons, several states are evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise and other forms of taxation. Imposition of such additional tax on us by a state will reduce the distributable cash flow. Our partnership agreement provides that, if a law is enacted or existing law is modified or interpreted in a manner that subjects us to entity-level taxation, the minimum quarterly distribution amount and the target distribution amounts may be adjusted to reflect the impact of that law on us.

The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes and differing interpretations of applicable law, possibly on a retroactive basis.

The present federal income tax treatment of publicly traded partnerships, including us, or an investment in our common units may be modified by administrative, legislative or judicial interpretation at any time. For example, from time to time, members of the U.S. Congress propose and consider substantive changes to the existing federal income tax laws that affect publicly traded partnerships. Any modification to the federal income tax laws and interpretations thereof could make it more difficult or impossible to meet the exception for us to be treated as a partnership for U.S. federal income tax purposes. Please read "Material Federal Income Tax Consequences—Partnership Status." We are unable to predict whether any such changes will ultimately be enacted, but it is possible that a change in law could affect us and may, if enacted, be applied retroactively. Any such changes could negatively impact the value of an investment in our common units.

Our unitholders' share of our income will be taxable to them for U.S. federal income tax purposes even if they do not receive any cash distributions from us.

Because a unitholder will be treated as a partner to whom we will allocate taxable income which could be different in amount than the cash we distribute, a unitholder's allocable share of our taxable income will be taxable to it, which may require the payment of federal income taxes and, in some cases, state and local income taxes on its share of our taxable income even if it receives no cash distributions from us. Our unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability that results from that income.

If the IRS contests the federal income tax positions we take, the market for our common units may be adversely impacted and the cost of any IRS contest will reduce our distributable cash flow to our unitholders.

We have not requested a ruling from the IRS with respect to our treatment as a partnership for federal income tax purposes or any other matter affecting us. The IRS may adopt positions that differ from the conclusions of our counsel expressed in this prospectus or from the positions we take, and the IRS's positions may ultimately be sustained. It may be necessary to resort to administrative or court proceedings to sustain some or all of our counsel's conclusions or the positions we take and such positions may not ultimately be sustained. A court may not agree with some or all of our counsel's conclusions or the positions we take. Any contest with the IRS, and the outcome of any IRS contest, may have a materially adverse impact on the market for our common units and the price at which they trade. In addition, our costs of any contest with the IRS will be borne indirectly by our unitholders and our general partner because the costs will reduce our distributable cash flow to our unitholders.

Tax gain or loss on the disposition of our common units could be more or less than expected.

If you sell your common units, you will recognize a gain or loss for federal income tax purposes equal to the difference between the amount realized and your tax basis in those common units. Because distributions in excess of your allocable share of our net taxable income decrease your tax basis in your common units, the

amount, if any, of such prior excess distributions with respect to the common units you sell will, in effect, become taxable income to you if you sell such common units at a price greater than your tax basis in those common units, even if the price you receive is less than your original cost. Furthermore, a substantial portion of the amount realized on any sale or other disposition of your common units, whether or not representing gain, may be taxed as ordinary income due to potential recapture items, including depreciation recapture. In addition, because the amount realized includes a unitholder's share of our nonrecourse liabilities, if you sell your common units, you may incur a tax liability in excess of the amount of cash you receive from the sale. Please read "Material Federal Income Tax Consequences—Disposition of Common Units—Recognition of Gain or Loss" for a further discussion of the foregoing.

Tax-exempt entities and non-U.S. persons face unique tax issues from owning our common units that may result in adverse tax consequences to them.

Investment in common units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs), and non-U.S. persons raises issues unique to them. For example, virtually all of our income allocated to organizations that are exempt from federal income tax, including IRAs and other retirement plans, will be unrelated business taxable income and will be taxable to them. Distributions to non-U.S. persons will be reduced by withholding taxes at the highest applicable effective tax rate, and non-U.S. persons will be required to file U.S. federal income tax returns and pay tax on their share of our taxable income. If you are a tax-exempt entity or a non-U.S. person, you should consult a tax advisor before investing in our common units.

We will treat each purchaser of common units as having the same tax benefits without regard to the actual common units purchased. The IRS may challenge this treatment, which could adversely affect the value of the common units.

Because we cannot match transferors and transferees of common units and because of other reasons, we will adopt depreciation and amortization positions that may not conform to all aspects of existing Treasury Regulations. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to you. Our counsel is unable to opine as to the validity of such filing positions. A successful IRS challenge also could affect the timing of these tax benefits or the amount of gain from your sale of common units and could have a negative impact on the value of our common units or result in audit adjustments to your tax returns. Please read "Material Federal Income Tax Consequences—Tax Consequences of Unit Ownership—Section 754 Election" for a further discussion of the effect of the depreciation and amortization positions we will adopt.

We prorate our items of income, gain, loss and deduction for U.S. federal income tax purposes between transferors and transferees of our units each month based upon the ownership of our units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.

We will prorate our items of income, gain, loss and deduction for U.S. federal income tax purposes between transferors and transferees of our units each month based upon the ownership of our units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The use of this proration method may not be permitted under existing Treasury Regulations, and although the U.S. Treasury Department issued proposed Treasury Regulations allowing a similar monthly simplifying convention, such regulations are not final and do not specifically authorize the use of the proration method we will adopt. If the IRS were to challenge this method or new Treasury regulations were issued, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders. Our counsel has not rendered an opinion with respect to our monthly convention for allocating taxable income and losses. Please read "Material Federal Income Tax Consequences—Disposition of Common Units—Allocations Between Transferors and Transferees."

A unitholder whose common units are loaned to a "short seller" to cover a short sale of common units may be considered as having disposed of those common units. If so, he would no longer be treated for federal income tax purposes as a partner with respect to those common units during the period of the loan and may recognize gain or loss from the disposition.

Because a unitholder whose common units are loaned to a "short seller" to cover a short sale of common units may be considered as having disposed of the loaned common units, he may no longer be treated for federal income tax purposes as a partner with respect to those common units during the period of the loan to the short seller and the unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan to the short seller, any of our income, gain, loss or deduction with respect to those common units may not be reportable by the unitholder and any cash distributions received by the unitholder as to those common units could be fully taxable as ordinary income. Our counsel has not rendered an opinion regarding the treatment of a unitholder where common units are loaned to a short seller to cover a short sale of common units; therefore, our unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to consult a tax advisor to discuss whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from loaning their common units.

We will adopt certain valuation methodologies and monthly conventions for U.S. federal income tax purposes that may result in a shift of income, gain, loss and deduction between our general partner and our unitholders. The IRS may challenge this treatment, which could adversely affect the value of the common units.

When we issue additional units or engage in certain other transactions, we will determine the fair market value of our assets and allocate any unrealized gain or loss attributable to our assets to the capital accounts of our unitholders and our general partner. Our methodology may be viewed as understating the value of our assets. In that case, there may be a shift of income, gain, loss and deduction between certain unitholders and our general partner, which may be unfavorable to such unitholders. Moreover, under our valuation methods, subsequent purchasers of common units may have a greater portion of their Internal Revenue Code Section 743(b) adjustment allocated to our tangible assets and a lesser portion allocated to our intangible assets. The IRS may challenge our valuation methods, or our allocation of the Section 743(b) adjustment attributable to our tangible and intangible assets, and allocations of taxable income, gain, loss and deduction between our general partner and certain of our unitholders.

A successful IRS challenge to these methods or allocations could adversely affect the amount of taxable income or loss being allocated to our unitholders. It also could affect the amount of taxable gain from our unitholders' sale of common units and could have a negative impact on the value of the common units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

The sale or exchange of 50% or more of our capital and profits interests during any twelve-month period will result in the termination of our partnership for federal income tax purposes.

We will be considered to have technically terminated our partnership for federal income tax purposes if there is a sale or exchange of 50% or more of the total interests in our capital and profits within a twelve-month period. Immediately following this offering, OGE Energy, CenterPoint and ArcLight will in the aggregate indirectly own more than 50% of the total interests in our capital and profits. Therefore, transfers and transfers deemed to occur for tax purposes by OGE Energy, CenterPoint or ArcLight or their affiliates of all or a portion of their respective interests in us could result in a termination of our partnership for federal income tax purposes. For purposes of determining whether the 50% threshold has been met, multiple sales of the same interest will be counted only once. Our technical termination would, among other things, result in the closing of our taxable year for all unitholders, which would result in us filing two tax returns (and our unitholders could receive two Schedules K-1 if relief was not available, as described below) for one fiscal year if the termination occurs on a day other than December 31 and could result in a deferral of depreciation deductions allowable in computing our

taxable income. In the case of a unitholder reporting on a taxable year other than a fiscal year ending December 31, the closing of our taxable year may also result in more than twelve months of our taxable income or loss being includable in his taxable income for the year of termination. Our termination currently would not affect our classification as a partnership for federal income tax purposes, but instead we would be treated as a new partnership for tax purposes. If treated as a new partnership, we must make new tax elections and could be subject to penalties if we are unable to determine that a termination occurred. The IRS has announced a publicly traded partnership technical termination relief program whereby, if a publicly traded partnership that technically terminated requests publicly traded partnership technical termination relief and such relief is granted by the IRS, among other things, the partnership will only have to provide one Schedule K-1 to unitholders for the year notwithstanding two partnership tax years. Please read "Material Federal Income Tax Consequences—Disposition of Common Units—Constructive Termination" for a discussion of the consequences of our termination for federal income tax purposes.

As a result of investing in our common units, you will likely become subject to state and local taxes and return filing requirements in jurisdictions where we operate or own or acquire properties.

In addition to federal income taxes, our unitholders will likely be subject to other taxes, including state and local taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property now or in the future, even if they do not live in any of those jurisdictions. Our unitholders will likely be required to file state and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements. We will initially own property or conduct business in a number of states, most of which currently impose a personal income tax on individuals, and most of which also impose an income or similar tax on corporations and certain other entities. As we make acquisitions or expand our business, we may own property or conduct business in additional states that impose an income tax or similar tax. In certain states, tax losses may not produce a tax benefit in the year incurred and also may not be available to offset income in subsequent tax years. Some states may require us, or we may elect, to withhold a percentage of income from amounts to be distributed to a unitholder who is not a resident of the state. Withholding, the amount of which may be greater or less than a particular unitholders' income tax liability to the state, generally does not relieve a nonresident unitholder from the obligation to file an income tax return. Amounts withheld may be treated as if distributed to unitholders for purposes of determining the amounts distributed by us. It is your responsibility to file all U.S. federal, state and local tax returns. Our counsel has not rendered an opinion on the state or local tax consequences of an investment in our common units. Please consult your tax advisor.

Compliance with and changes in tax laws could adversely affect our performance.

We are subject to extensive tax laws and regulations, including federal and state income taxes and transactional taxes such as excise, sales/use, payroll, franchise and ad valorem taxes. New tax laws and regulations and changes in existing tax laws and regulations are continuously being enacted that could result in increased tax expenditures in the future. Many of these tax liabilities are subject to audits by the respective taxing authority. These audits may result in additional taxes as well as interest and penalties.

USE OF PROCEEDS

We expect to receive net proceeds from this offering of approximately $ million, after deducting underwriting discounts and commissions and offering expenses. We base this amount on an assumed initial public offering price of $ per common unit. We intend to use:

- approximately $ of the net proceeds of this offering for general partnership purposes, including the funding of expansion capital expenditures;
- approximately $ of the net proceeds of this offering to pay down debt under our revolving credit facility; and
- approximately $16 million of the net proceeds of this offering to pre-fund demand fees expected to be incurred over the next three years relating to certain expiring transportation and storage contracts.

We utilize our revolving credit facility to manage the timing of cash flows and fund short-term working capital deficits. As of October 31, 2013, $180 million was outstanding under our revolving credit facility, with a weighted-average interest rate of 1.88%. Our revolving credit facility matures in May 2018.

If the underwriters' option to purchase additional common units is exercised in full, the additional net proceeds will be approximately $ million. We intend to apply the additional net proceeds for general partnership purposes. If the underwriters exercise in full their option to purchase additional common units, the ownership interest of the public unitholders will increase to common units, representing an aggregate % limited partner interest in us.

The underwriters may, from time to time, engage in transactions with and perform services for us and our affiliates in the ordinary course of business. Affiliates of each of the underwriters are lenders under our revolving credit facility and will, in that respect, receive a portion of the proceeds from this offering through the repayment of borrowings outstanding under our revolving credit facility. Please read "Underwriting."

An increase or decrease in the initial public offering price of $1.00 per common unit would cause the net proceeds from the offering, after deducting underwriting discounts and commissions and offering expenses, to increase or decrease, respectively, by $ million. In addition, we may also increase or decrease the number of common units we are offering. Each increase of 1,000,000 common units offered by us, together with a concurrent $1.00 increase in the assumed public offering price of $ per common unit, would increase net proceeds to us from this offering by approximately $ million. Similarly, each decrease of 1,000,000 common units offered by us, together with a concurrent $1.00 decrease in the assumed initial offering price of $ per common unit, would decrease the net proceeds to us from this offering by approximately $ million. To the extent there is an increase or decrease in the net proceeds we receive from this offering, we will apply the net proceeds for general partnership purposes.

CAPITALIZATION

The following table shows:

- our historical cash and cash equivalents and capitalization as of September 30, 2013; and
- our pro forma cash and cash equivalents and capitalization as of September 30, 2013 after giving effect to this offering and the application of the net proceeds therefrom as described under "Use of Proceeds."

We derived this table from, and it should be read in conjunction with and is qualified in its entirety by reference to, the historical and pro forma financial statements and the accompanying notes included elsewhere in this prospectus. You should also read this table in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	As of September 30, 2013	
	Historical	Pro Forma[1]
	(In millions, except unit amounts)	
Cash and cash equivalents	$ 24	$
Total debt (including current portion and notes payable—affiliated companies)		
Term Loan Facility	$ 1,050	$
Revolving Credit Facility[2]	142	
Long-term notes payable—affiliated companies	363	
Enable Oklahoma Term Loan	250	
Enable Oklahoma 6.875% senior notes due 2014	200	
Enable Oklahoma 6.25% senior notes due 2020	250	
Premium on Enable Oklahoma senior notes	40	
Total debt (including current portion and notes payable—affiliated companies)	$ 2,295	$
Partners' Capital:		
Enable Midstream Partners, LP Partners' Capital	$ 8,152	$
Held by public:		
Common units	—	
Held by OGE Energy:		
Common units	141,956,176	
Subordinated units	—	
Held by CenterPoint Energy:		
Common units	291,002,583	
Subordinated units	—	
Held by ArcLight:		
Common units	65,908,224	
Total Enable Midstream Partners, LP Partners' Capital:	$ 8,152	$
Total capitalization	$ 10,447	$

(1) An increase or decrease in the initial public offering price of $1.00 per common unit would cause the net proceeds from this offering, after deducting underwriting discounts and commissions and offering expenses, to increase or decrease by $ million. If the proceeds increase due to a higher initial public offering price or decrease due to a lower initial public offering price, then the proceeds of this offering used for general partnership purposes will increase or decrease, as applicable, by a corresponding amount.

(2) As of October 31, 2013, total borrowings under our revolving credit facility were $180 million, and $1 million of letters of credit were outstanding.

DILUTION

Dilution is the amount by which the offering price paid by the purchasers of common units sold in this offering will exceed the pro forma net tangible book value per unit after the offering. Assuming an initial public offering price of $, on a pro forma basis as of September 30, 2013, our net tangible book value was $ million, or $ per unit. Purchasers of common units in this offering will experience an immediate dilution in net tangible book value per unit for financial accounting purposes, as illustrated in the following table:

Assumed initial public offering price per common unit		$
Pro forma net tangible book value per unit before the offering[1]	$	
Decrease in pro forma net tangible book value per unit attributable to purchasers in the offering	( )	
Less:		
Pro forma net tangible book value per unit after the offering[2]		
Immediate dilution in pro forma tangible net book value per unit attributable to purchasers in the offering[3]		$

(1) Determined by dividing the number of units (common units and subordinated units) issued to affiliates of CenterPoint Energy, OGE Energy and ArcLight for their contribution of assets and liabilities to us into the net tangible book value of the contributed assets and liabilities.

(2) Determined by dividing the total number of units to be outstanding after the offering (common units and subordinated units) into our pro forma net tangible book value, after giving effect to the application of the expected net proceeds of the offering.

(3) If the initial public offering price were to increase or decrease by $1.00 per common unit, immediate dilution in tangible net book value per common unit would increase or decrease, respectively, by approximately $, or approximately $ per common unit.

The following table sets forth the number of units that we will issue and the total consideration contributed to us by affiliates of OGE Energy, CenterPoint Energy and ArcLight (including our general partner) and by the purchasers of our common units in this offering upon consummation of the transactions contemplated by this prospectus:

	Units Acquired		Total Consideration	
	Number	Percent	Amount	Percent
Affiliates of OGE Energy, CenterPoint Energy and ArcLight[1][2][3]				
Purchasers in this offering				
Total		100%		100%

(1) Upon completion of the transactions contemplated by this prospectus, OGE Energy, CenterPoint Energy and ArcLight collectively will own common units and subordinated units. Although OGE Energy and CenterPoint Energy will each also own a 50% management interest in our general partner, our general partner's general partnership interest is not entitled to any distributions from available cash, and, accordingly, is not included in these calculations. OGE Energy and CenterPoint Energy are also entitled to 60% and 40%, respectively, of the incentive distribution rights owned by our general partner.

(2) The assets and liabilities of CenterPoint Energy were recorded at historical cost in accordance with GAAP. The assets and liabilities contributed by OGE Energy and ArcLight were recorded at fair value in accordance with GAAP as the formation transactions were considered a business combination for accounting purposes. The net investment of OGE Energy, CenterPoint Energy and ArcLight, as of September 30, 2013, after giving effect to the application of the net proceeds of this offering, is set forth above.

(3) Assumes the underwriters' option to purchase additional common units from us is not exercised.

CASH DISTRIBUTION POLICY AND RESTRICTIONS ON DISTRIBUTIONS

You should read the following discussion of our cash distribution policy in conjunction with the factors and assumptions upon which our cash distribution policy is based, which are included under the heading "—Significant Forecast Assumptions" below. In addition, please read "Cautionary Note Regarding Forward-Looking Statements" and "Risk Factors" for information regarding statements that do not relate strictly to historical or current facts and certain risks inherent in our business. For additional information regarding our historical and pro forma operating results, you should refer to our historical and pro forma financial statements and related notes included elsewhere in this prospectus.

General

Rationale for Our Cash Distribution Policy

Our partnership agreement requires that we distribute all of our available cash quarterly. Our cash distribution policy reflects our belief that our unitholders will be better served if we distribute rather than retain available cash, because, among other reasons, we believe we will generally finance any expansion capital expenditures from external financing sources. Generally, our available cash is the sum of our (a) cash on hand at the end of a quarter after the payment of our expenses and the establishment of cash reserves and (b) cash on hand resulting from working capital borrowings made after the end of the quarter. Because we are not subject to an entity-level federal income tax, we have more cash to distribute to our unitholders than would be the case if we were subject to federal income tax.

Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy

There is no guarantee that our unitholders will receive quarterly distributions from us. We do not have a legal obligation to pay the minimum quarterly distribution or any other distribution except as provided in our partnership agreement. Our cash distribution policy is subject to certain restrictions and may be changed at any time. The reasons for such uncertainties in our stated cash distribution policy include the following factors:

- Our ability to make cash distributions may be limited by certain covenants in our revolving credit facility. Should we be unable to satisfy these covenants, we will be unable to make cash distributions notwithstanding our cash distribution policy. Please read "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Revolving Credit Facility."
- Our general partner will have the authority to establish reserves for the proper conduct of our business and for future cash distributions to our unitholders, and the establishment or increase of those reserves could result in a reduction in cash distributions to our unitholders from the levels we currently anticipate pursuant to our stated cash distribution policy. Any determination to establish cash reserves made by our general partner in good faith will be binding on our unitholders. Our partnership agreement provides that in order for a determination by our general partner to be considered to have been made in good faith, our general partner must subjectively believe that the determination is in our best interests.
- While our partnership agreement requires us to distribute all of our available cash, our partnership agreement, including the provisions requiring us to make cash distributions contained therein, may be amended. Our partnership agreement generally may not be amended during the subordination period without the approval of our public common unitholders other than in certain circumstances where no unitholder approval is required. However, our partnership agreement can be amended with the consent of our general partner and the approval of a majority of the outstanding common units (including common units held by our general partner and its affiliates) after the subordination period has ended. At the closing of this offering, OGE Energy and CenterPoint Energy will own our general partner as well as approximately % of our outstanding common units and all of our outstanding

subordinated units, representing an aggregate % limited partner interest in us. Please read "The Partnership Agreement—Amendment of the Partnership Agreement."

- Even if our cash distribution policy is not modified or revoked, the amount of cash that we distribute and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement.
- Under Section 17-607 of the Delaware Act, we may not make a distribution to our unitholders if the distribution would cause our liabilities to exceed the fair value of our assets.
- We may lack sufficient cash to pay distributions to our unitholders due to cash flow shortfalls attributable to a number of operational, commercial or other factors, as well as increases in our operating or operation and maintenance expense, principal and interest payments on our debt, working capital requirements and anticipated cash needs. Our distributable cash flow is directly impacted by our cash expenses necessary to run our business and will be reduced dollar-for-dollar to the extent such uses of cash increase.
- Our ability to make distributions to our unitholders depends on the performance of our subsidiaries and their ability to distribute cash to us. The ability of our subsidiaries to make distributions to us may be restricted by, among other things, the provisions of future indebtedness, applicable state partnership and limited liability company laws and other laws and regulations.
- If and to the extent our distributable cash flow materially declines, we may elect to reduce our quarterly cash distributions in order to service or repay our debt or fund expansion capital expenditures.

All available cash distributed by us on any date from any source will be treated as distributed from operating surplus until the sum of all available cash distributed since the closing of this offering equals the operating surplus from the closing of this offering through the end of the quarter immediately preceding that distribution. We anticipate that distributions from operating surplus will generally not represent a return of capital. However, operating surplus, as defined in our partnership agreement, includes certain components, including a $ million cash basket, that represent non-operating sources of cash. Accordingly, it is possible that return of capital distributions could be made from operating surplus. Any cash distributed by us in excess of operating surplus will be deemed to be capital surplus under our partnership agreement. Our partnership agreement treats a distribution of capital surplus as the repayment of the initial unit price from this initial public offering, which is a return of capital. We do not anticipate that we will make any distributions from capital surplus.

Our Ability to Grow is Dependent on Our Ability to Access External Financing Sources

Because we will distribute all of our available cash to our unitholders, we expect that we will rely primarily upon external financing sources, including borrowings under our revolving credit facility and the issuance of debt and equity securities, to fund our acquisitions and expansion capital expenditures. We do not have any commitment from our general partner or other affiliates, including OGE Energy and CenterPoint Energy, to provide any direct or indirect financial assistance to us following the closing of this offering, except for CenterPoint Energy's guarantee of our term loan facility. As a result, to the extent we are unable to finance growth externally, our cash distribution policy will significantly impair our ability to grow. In addition, because we intend to distribute all of our available cash, our growth may not be as fast as that of businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional units in connection with any acquisitions or expansion capital expenditures, the payment of distributions on those additional units and the incremental distributions on the incentive distribution rights may increase the risk that we will be unable to maintain or increase our per unit distribution level. There are no limitations in our partnership agreement or our revolving credit facility on our ability to issue additional units, including units ranking senior to the common units. The incurrence of additional borrowings under our revolving credit facility or other debt to finance our growth strategy would result in increased interest expense, which in turn may impact the available cash that we have to distribute to our unitholders.

Our Minimum Quarterly Distribution

Upon the consummation of this offering, our partnership agreement will provide for a minimum quarterly distribution of $ per unit for each complete quarter, or $ per unit on an annualized basis. Our ability to make cash distributions at the minimum quarterly distribution rate will be subject to the factors described above under "—General—Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy." Quarterly distributions, if any, will be made within 45 days after the end of each quarter, on or about the 15th day of each February, May, August and November to holders of record on or about the first day of each such month. If the distribution date does not fall on a business day, we will make the distribution on the first business day immediately following the indicated distribution date. We will not make distributions for the period that begins on , and ends on the day prior to the closing of this offering, other than the required distributions to our sponsors and ArcLight under our partnership agreement. We will adjust the amount of our distribution for the period from the completion of this offering through based on the actual length of the period. The amount of available cash needed to pay the minimum quarterly distribution on all of our common and subordinated units to be outstanding immediately after this offering for one quarter and on an annualized basis is summarized in the table below:

	Number of Units	Minimum Quarterly Distribution	
		One Quarter	Annualized
		(in millions)	
Publicly held common units[1]		$	$
Common units held by OGE Energy		$	$
Subordinated units held by OGE Energy		$	$
Common units held by CenterPoint Energy		$	$
Subordinated units held by CenterPoint Energy		$	$
Common units held by ArcLight		$	$
Total		$	$

(1) Assumes that the underwriters' option to purchase additional common units is not exercised.

Our general partner will hold our incentive distribution rights, which entitle the holder to increasing percentages, up to a maximum of 50.0%, of the cash we distribute in excess of $ per unit per quarter.

During the subordination period, before we make any quarterly distributions to our subordinated unitholders, our common unitholders are entitled to receive payment of the full minimum quarterly distribution plus any arrearages in distributions of the minimum quarterly distribution from prior quarters. Please read "Provisions of our Partnership Agreement Relating to Cash Distributions—Subordination Period." We cannot guarantee, however, that we will pay the minimum quarterly distribution on our common units in any quarter.

Although holders of our common units may pursue judicial action to enforce provisions of our partnership agreement, including those related to requirements to make cash distributions as described above, our partnership agreement provides that any determination made by our general partner in its capacity as our general partner must be made in good faith and that any such determination will not be subject to any other standard imposed by the Delaware Act or any other law, rule or regulation or at equity. Our partnership agreement provides that, in order for a determination by our general partner to be made in "good faith," our general partner must subjectively believe that the determination is in our best interests. Please read "Conflicts of Interest and Fiduciary Duties."

Our cash distribution policy, as expressed in our partnership agreement, may not be modified or repealed without amending our partnership agreement; however, the actual amount of our cash distributions for any quarter is subject to fluctuations based on the amount of cash we generate from our business and the amount of cash reserves our general partner establishes in accordance with our partnership agreement as described above.

In the sections that follow, we present in detail the basis for our belief that we will be able to fully fund our annualized minimum quarterly distribution of $ per unit for the twelve months ending December 31, 2014. In those sections, we present two tables, consisting of:

- "Unaudited Pro Forma Distributable Cash Flow for the Year Ended December 31, 2012 and the Twelve Months Ended September 30, 2013," in which we present the amount of cash we would have had available for distribution on a pro forma basis for the year ended December 31, 2012 and the twelve months ended September 30, 2013, derived from our unaudited pro forma financial data that are included elsewhere in this prospectus, as adjusted to give pro forma effect to our formation transactions and this offering; and
- "Estimated Distributable Cash Flow for the Twelve Months Ending December 31, 2014," in which we explain our belief that we will be able to generate sufficient distributable cash flow for us to pay the minimum quarterly distribution on all units for the twelve months ending December 31, 2014.

Unaudited Pro Forma Distributable Cash Flow for the Year Ended December 31, 2012 and the Twelve Months Ended September 30, 2013

If we had completed our formation transactions and this offering on January 1, 2012, our unaudited pro forma distributable cash flow for the year ended December 31, 2012 would have been approximately $612 million. This amount would have been sufficient to pay the full minimum quarterly distribution of $ per unit per quarter ($ per unit on an annualized basis) on all of our common units and subordinated units for such period.

If we had completed our formation transactions and this offering on October 1, 2012, our unaudited pro forma distributable cash flow for the twelve months ended September 30, 2013 would have been approximately $549 million. This amount would have been sufficient to pay the full minimum quarterly distribution of $ per unit per quarter ($ per unit on an annualized basis) on all of our common units and subordinated units for such period.

Our unaudited pro forma available cash for the year ended December 31, 2012 and the twelve months ended September 30, 2013 includes $3 million of estimated incremental operation and maintenance expenses that we expect to incur as a result of becoming a publicly traded partnership. Incremental operation and maintenance expenses related to being a publicly traded partnership include expenses associated with annual and quarterly reporting; tax return and Schedule K-1 preparation and distribution expenses; expenses associated with listing on the NYSE; independent auditor fees; legal fees; investor relations expenses; registrar and transfer agent fees; director and officer liability insurance expenses; and director compensation. These expenses are not reflected in historical financial statements of the partnership or our unaudited pro forma financial statements included elsewhere in the prospectus.

We based the pro forma adjustments upon currently available information and specific estimates and assumptions. The pro forma amounts below do not purport to present our results of operations had our formation transactions and this offering been completed as of the dates indicated. In addition, distributable cash flow is primarily a cash accounting concept, while the historical financial statements of the partnership and our unaudited pro forma financial statements included elsewhere in the prospectus have been prepared on an accrual basis. As a result, you should view the amount of pro forma distributable cash flow only as a general indication of the amount of distributable cash flow that we might have generated had we completed this offering on the dates indicated. The pro forma amounts below are presented on a twelve-month basis, and there is no guarantee that we would have had available cash sufficient to pay the full minimum quarterly distribution on all of our outstanding common units and subordinated units for each quarter within the twelve-month periods presented.

We use the term "distributable cash flow" to measure whether we have generated from our operations, or "earned," a particular amount of cash sufficient to support the payment of the minimum quarterly distributions.

Our partnership agreement contains the concept of “operating surplus” to determine whether our operations are generating sufficient cash to support the distributions that we are paying, as opposed to returning capital to our partners. Please read “Provisions of Our Partnership Agreement Relating to Cash Distributions—Operating Surplus and Capital Surplus—Operating Surplus.” Because operating surplus is a cumulative concept (measured from the initial public offering date, and compared to cumulative distributions from the initial public offering date), we use the term distributable cash flow to approximate operating surplus on an annual, rather than a cumulative, basis. As a result, distributable cash flow is not necessarily indicative of the actual cash we have on hand to distribute or that we are required to distribute.

The following table illustrates, on a pro forma basis, for the year ended December 31, 2012 and the twelve-month period ended September 30, 2013, the amount of cash that would have been available for distribution to our unitholders, assuming that our formation transactions and this offering had been completed on January 1, 2012 and October 1, 2012, respectively. Each of the adjustments reflected or presented below is explained in the footnotes to such adjustments.

Enable Midstream Partners, LP
Unaudited Pro Forma Distributable Cash Flow

	Year Ended December 31, 2012	Twelve Months Ended September 30, 2013
	(In millions)	
Pro Forma Net Income attributable to Enable Midstream Partners, LP	$ 658	$ 455
Add:		
Depreciation and amortization	273	280
Interest expense, net	45	47
Income tax expense	3	2
Pro Forma EBITDA	$ 979	$ 784
Add:		
Impairment[1]	—	12
Estimated distributions from equity method affiliates—SESH	20	21
Less:		
Equity in earnings of equity method affiliates—SESH	(18)	(12)
Gain on insurance proceeds[2]	(8)	—
Gain on disposition[3]	—	(10)
Step acquisition gain[4]	(136)	—
Pro Forma Adjusted EBITDA[5]	$ 837	$ 795
Less:		
Adjusted interest expense, net[6]	(55)	(57)
Expansion capital expenditures[7]	(902)	(575)
Maintenance capital expenditures[8]	(167)	(186)
Incremental operation and maintenance expense of being a public entity[9]	(3)	(3)
Demand fees associated with legacy marketing business loss contracts	(10)	(10)
Add:		
Borrowings to fund demand fees associated with legacy marketing business loss contracts	10	10
Borrowings to fund expansion capital expenditures	902	575
Pro Forma Distributable Cash Flow	$ 612	$ 549
Pro Forma Distributable Cash Flow		
Distribution per unit (based on a minimum quarterly distribution rate of $ per unit)	$	$
Annual distributions to:		
Public common unitholders[10]	$	$
Common units held by OGE Energy		
Common units held by CenterPoint Energy		
Subordinated units held by OGE Energy		
Subordinated units held by CenterPoint Energy		
Total distributions to sponsors		
Total annual minimum cash distributions	$	$
Excess	$	$

(1) Attributable to the assets of the Service Star business line, a component of the gathering and processing business segment that provides measurement and communication services to third parties.
(2) Attributable to the gain recognized by Enogex upon receipt of proceeds from an insurance settlement in excess of recognized losses.
(3) Attributable to the sale by Enogex of certain gas gathering assets in the Texas Panhandle to a customer for cash proceeds of approximately $35 million.
(4) Attributable to the acquisition of the outstanding 50% interest in Waskom in August 2012.
(5) We define Adjusted EBITDA and provide a reconciliation to its most directly comparable financial measures calculated and presented in accordance with GAAP in "Summary—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures."
(6) Adjusted interest expense, net excludes the effect of the amortization of the premium on Enogex's fixed rate senior notes. This exclusion is the primary reason for the difference between "Interest expense, net" and "Adjusted interest expense, net."
(7) Expansion capital expenditures are cash expenditures incurred for acquisitions or capital improvements that we expect will increase our operating income or operating capacity over the long term.
(8) Maintenance capital expenditures are cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. Examples of maintenance capital expenditures are expenditures for the repair, refurbishment and replacement of our assets, to maintain equipment reliability, integrity and safety and to address environmental laws and regulations.
(9) Reflects an adjustment for estimated cash expenses associated with being a publicly traded partnership, such as expenses associated with annual and quarterly reporting; tax return and Schedule K-1 preparation and distribution expenses; expenses associated with listing on the NYSE; independent auditor fees; legal fees; investor relations expenses; registrar and transfer agent fees; director and officer liability insurance expenses; and director compensation.
(10) Includes distributions of $ million and $ million to ArcLight for the year ended December 31, 2012 and the twelve months ended September 30, 2013, respectively.

Estimated Distributable Cash Flow for the Twelve Months Ending December 31, 2014

We forecast that our estimated distributable cash flow during the twelve months ending December 31, 2014 will be approximately $508 million. This amount would exceed by $ million the amount needed to pay the minimum quarterly distribution of $ per unit on all of our units for the twelve months ending December 31, 2014.

We are providing the forecast of estimated distributable cash flow to supplement the historical financial statements of the partnership and our unaudited pro forma financial statements included elsewhere in the prospectus in support of our belief that we will have sufficient cash available to allow us to pay cash distributions at the minimum quarterly distribution rate on all of our units for the twelve months ending December 31, 2014. To the extent that there is a shortfall during any quarter in the forecast period, we believe we would be able to make working capital borrowings to pay distributions in such quarter and would likely be able to repay such borrowings in a subsequent quarter, because we believe the total distributable cash flow for the forecast period will be more than sufficient to pay the aggregate minimum quarterly distribution on all of our units. Please read "—Significant Forecast Assumptions" for further information as to the assumptions we have made for the forecast. Please read "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" for information as to the accounting policies we have followed for the financial forecast.

Our forecast reflects our judgment as of the date of this prospectus of conditions we expect to exist and the course of action we expect to take during the twelve months ending December 31, 2014. We believe that our actual results of operations will approximate those reflected in our forecast, but we can give no assurance that our forecasted results will be achieved. If our estimates are not achieved, we may not be able to pay the minimum quarterly distribution or any other distribution on our common units. The assumptions and estimates underlying the forecast are inherently uncertain and, though we consider them reasonable as of the date of this prospectus, are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the forecast, including, among others, risks and uncertainties contained in "Risk Factors." Accordingly, there can be no assurance that the forecast is indicative of our future performance or that actual results will not differ materially from those presented in the forecast. Inclusion of the forecast in this prospectus should not be regarded as a representation by any person that the results contained in the forecast will be achieved.

Unaudited Prospective Financial Information

We do not as a matter of course make public projections as to future sales, earnings or other results. However, we have prepared the following prospective financial information to present the estimated distributable cash flow to our common unitholders during the forecasted period. The accompanying prospective financial information was not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in our view, was prepared on a reasonable basis, reflects the best currently available estimates and judgments, and presents, to the best of management's knowledge and belief, the expected course of action and our expected future financial performance. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this forecast are cautioned not to place undue reliance on the prospective financial information.

Neither our independent auditors, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information. The independent registered public accounting firm's report included in this prospectus relates to historical financial information. It does not extend to prospective financial information and should not be read to do so.

We do not undertake any obligation to release publicly the results of any future revisions we may make to the financial forecast or to update this financial forecast or the assumptions used to prepare the forecast to reflect events or circumstances after the completion of this offering. In light of this, the statement that we believe that we will have sufficient distributable cash flow to allow us to make the full minimum quarterly distribution on all of our outstanding units for each quarter through December 31, 2014 should not be regarded as a representation by us, the underwriters or any other person that we will make such distribution. Therefore, you are cautioned not to place undue reliance on this information.

Enable Midstream Partners, LP
Estimated Distributable Cash Flow

	Twelve Months Ending December 31, 2014 (In millions)
Gross margin[1]	$ 1,364
Operation and maintenance[2]	509
Depreciation and amortization	291
Taxes other than income[3]	65
Operating Income	499
Interest expense, net[4]	(82)
Equity in earnings of equity method affiliates[5]	13
Net income	430
Less: Net income attributable to noncontrolling interest	(2)
Net Income attributable to Enable Midstream Partners, LP	**$ 428**
Add:	
Depreciation and amortization	291
Interest expense, net[4]	82
Estimated EBITDA	**801**
Add:	
Estimated distributions from equity method affiliates – SESH[6]	13
Less:	
Equity in earnings of equity method affiliates – SESH[5]	(13)
Estimated Adjusted EBITDA[7]	**801**
Less:	
Adjusted interest expense, net[8]	(94)
Expansion capital expenditures[9]	(448)
Maintenance capital expenditures[10]	(199)
Demand fees associated with legacy marketing business loss contracts[11]	(10)
Add:	
Offering proceeds retained to fund demand fees associated with legacy marketing business loss contracts	10
Offering proceeds retained to fund expansion capital expenditures	448
Estimated distributable cash flow	**$ 508**
Distribution per unit (based on minimum quarterly distribution rate of $ per unit)	
Annual distributions to public common unitholders[12]	
Annual distributions to sponsors:	
Common units held by OGE Energy	
Common units held by CenterPoint Energy	
Subordinated units held by OGE Energy	
Subordinated units held by CenterPoint Energy	
Total distributions to sponsors	
General partner interest	—
Total distributions at minimum quarterly distribution rate	$
Excess of distributable cash flow over aggregate annualized minimum quarterly distribution	$

(1) We define gross margin and provide a reconciliation to its most directly comparable financial measure calculated in accordance with GAAP in "Summary—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures."

(2) Includes approximately $3 million of estimated annual incremental operation and maintenance expenses that we expect to incur as a result of being a separate publicly traded partnership, which are not reflected in our unaudited pro forma financial statements.

(3) Taxes other than income are comprised primarily of property taxes and sales and use taxes.

(4) Interest expense, net reflects interest expense forecasted on the borrowings detailed under "—Significant Forecast Assumptions—Financing" on a basis consistent with historical GAAP interest expense, net of interest income. We have assumed the issuance of long-term notes in the first half of 2014 to refinance our existing term loans and a portion of our Enable Oklahoma senior notes.

(5) SESH is a non-consolidated entity in which we own a 24.95% ownership interest. Our earnings from SESH are included on our pro forma consolidated statement of income included elsewhere in this prospectus. Because our earnings from SESH may not necessarily be reflective of the amount of cash we would expect to receive, those earnings are included in our net income but subtracted in connection with our calculation of Adjusted EBITDA. Our estimate of SESH's expected cash contribution to us during the twelve months ending December 31, 2014 is included in our Adjusted EBITDA.

(6) Under the terms of its limited liability company agreement, SESH must distribute 100% of its available cash within 30 days following the end of each quarter to its members. Available cash is generally defined as cash on hand at the end of the applicable quarter, less any reserves determined to be appropriate by the management committee. We expect that we will receive 24.95% of the cash available for distribution from SESH for the twelve months ending December 31, 2014. Because we control only 24.95% of the voting interest of the management committee of SESH, we will not be able to control the determination of available cash with respect to any quarter. Please see "Risk Factors—Risks Related to Our Business—We conduct a portion of our operations through joint ventures, which subject us to additional risks that could have a material adverse effect on the success of these operations, our financial position and our results of operations."

(7) We define Adjusted EBITDA and provide a reconciliation to its most directly comparable financial measures calculated and presented in accordance with GAAP in "Summary—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures."

(8) Adjusted interest expense, net excludes the effect of the amortization of the premium on Enogex's fixed rate senior notes, which is the primary reason for the $12 million difference between Interest expense, net and Adjusted interest expense, net for the twelve months ending December 31, 2014.

(9) Expansion capital expenditures are cash expenditures incurred for acquisitions or capital improvements that we expect will increase our operating income or operating capacity over the long term.

(10) Maintenance capital expenditures are cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets, and for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. Examples of maintenance capital expenditures are expenditures for the repair, refurbishment and replacement of our assets to maintain equipment reliability, integrity and safety and to address environmental laws and regulations.

(11) Demand fees associated with legacy marketing business loss contracts are related to three expiring contracts that were entered into by an affiliate of Enogex prior to the formation of the partnership to ship or store gas on third-party assets. These contracts are not core to our operations and we do not expect to realize value above the demand fees. As part of the purchase accounting adjustments at the formation of the partnership, these contracts were marked to their fair value and were recorded on the balance sheet. The remaining expected demand fees associated with these contracts are approximately $10 million, $5 million, and $1 million in the years 2014, 2015 and 2016, respectively. Accordingly, we intend to retain approximately $16 million from the net proceeds of this offering, which we anticipate will fully fund the remaining demand fees associated with these contracts to be paid as they come due.

(12) Includes a distribution of $ million to ArcLight as a holder of common units.

Significant Forecast Assumptions

The forecast has been prepared by and is the responsibility of management. The forecast reflects our judgment as of the date of this prospectus of conditions we expect to exist and the course of action we expect to take during the twelve months ending December 31, 2014. While the assumptions disclosed in this prospectus are not all-inclusive, the assumptions listed below are those that we believe are material to our forecasted results of operations and any assumptions not discussed below were not deemed to be material. We believe we have a reasonable objective basis for these assumptions. We believe our actual results of operations will approximate those reflected in our forecast, but we can give no assurance that our forecasted results will be achieved. There will likely be differences between our forecast and the actual results and those differences could be material. If the forecast is not achieved, we may not be able to make cash distributions on our common units at the minimum quarterly distribution rate or at all.

Segment Data

The following table compares certain financial data in our gathering and processing and transportation and storage business segments for the twelve months ending December 31, 2014 to the pro forma periods for the year ended December 31, 2012 and the twelve months ended September 30, 2013:

	Pro Forma		Forecasted
	Year Ended December 31, 2012	Twelve Months Ended September 30, 2013	Twelve Months Ending December 31, 2014
	(In millions)		
Gathering and Processing			
Segment Gross Margin	$ 737	$ 765	$ 800
Segment Adjusted EBITDA(1)	467	470	478
Transportation and Storage			
Segment Gross Margin	$ 591	$ 563	$ 564
Segment Adjusted EBITDA(1)	370	325	326

(1) Excludes allocation of $3 million of incremental costs associated with operating as a publicly traded partnership.

Volume and Commodity Price Assumptions and Sensitivity Analysis

Volumes

The following table compares estimated volumes and certain operational data for our gathering and processing and transportation and storage business segments for the twelve months ending December 31, 2014 to the pro forma periods for the year ended December 31, 2012 and the twelve months ended September 30, 2013:

	Pro Forma		Forecasted
	Year Ended December 31, 2012	Twelve Months Ended September 30, 2013	Twelve Months Ending December 31, 2014
Gathering and Processing			
Natural gas gathering volume (TBtu/d)	3.8	3.7	4.0
Plant natural gas inlet volume (TBtu/d)	1.2	1.5	1.6
Gross NGL production (MBbl/d)(1)	62.9	60.0	72.1
Gross condensate production (MBbl/d)	2.4	2.8	3.0
Crude oil gathered volumes (MBbl/d)	—	—	9.6
Transportation and Storage			
Interstate firm contracted capacity (Bcf/d)(2)(3)	7.3	7.2	7.2
Intrastate average deliveries (TBtu/d)	1.6	1.6	1.6
Average firm storage volumes (Bcf) .	71.5	67.9	69.1

(1) Excludes condensate. Includes third party processing.
(2) Excludes SESH's approximately 1.0 Bcf/d firm contracted capacity.
(3) Actual volumes transported per day may be less than total firm contracted capacity depending on demand.

The actual volume of natural gas that we gather in our gathering and processing business segment will influence whether the amount of distributable cash flow for the twelve months ending December 31, 2014 is above or below our forecast. For example, if the actual volume of natural gas we gather on all of our gathering systems for the twelve months ending December 31, 2014 was 10% higher or lower than our forecasted levels, that change would result in an increase or decrease to distributable cash flow of approximately $60 million, if all other assumptions are held constant.

Commodity Prices

Natural gas, crude oil and NGL prices are factors that influence whether the amount of distributable cash flow for the twelve months ending December 31, 2014 will be above or below our forecast. Approximately $305 million, or 22%, of our total forecasted gross margin for the twelve months ending December 31, 2014 is directly exposed to changes in commodity prices. This compares to approximately 26% of our total gross margin for each of the pro forma periods for the year ended December 31, 2012 and the twelve months ended September 30, 2013. Of the amount included in our forecast period, approximately $288 million is related to the realization of our expected natural gas, NGLs and condensate positions associated with our gathering and processing operations and contractual arrangements. The remaining $17 million is associated with our transportation and storage segment primarily related to sales of natural gas collected from customers under our fixed rate fuel tariff on a portion of our EGT system. We do not have any hedges in place on our expected 2014 commodity positions.

The table below sets forth our estimates for average monthly benchmark commodity prices for the twelve months ending December 31, 2014 compared to actual monthly average prices for the year ended December 31, 2012 and the twelve months ended September 30, 2013. The projected prices that we expect to realize for these commodities reflect various adjustments to the applicable transportation, quality and regional price differentials.

Our forecasted commodity prices are primarily based on market prices for the applicable commodities, as adjusted to take into account third-party market analysis and management's judgment. Based on the natural gas and NGL price assumptions below for the twelve months ending December 31, 2014, we expect to operate our processing assets in ethane rejection mode unless plant capabilities or plant-level economics dictate otherwise.

	Pro Forma		Forecasted
	Year Ended December 31, 2012	Twelve Months Ended September 30, 2013	Twelve Months Ending December 31, 2014
Natural Gas – Henry Hub ($/MMBtu)	$ 2.79	$ 3.67	$ 3.95
Natural Gas Liquids Composite ($/gal)[1]			
Mont Belvieu, Texas	$ 0.96	$ 0.83	$ 0.81
Conway, Kansas	$ 0.77	$ 0.79	$ 0.76
Crude Oil - WTI ($/Bbl)	$ 94.92	$ 96.21	$ 94.45

(1) Natural gas liquids composite based on an assumed composition of 45%, 30%, 10%, 5%, and 10% for ethane, propane, normal butane, isobutane and natural gasoline, respectively.

Holding all other assumptions constant, we estimate that (i) a 10.0% increase or decrease in the price of natural gas from forecasted levels would result in an increase or decrease of approximately $20 million in distributable cash flow for the forecast period and (ii) a 10.0% increase or decrease in the price of NGLs from forecasted levels, would result in an increase or decrease of approximately $7 million in distributable cash flow for the forecast period.

Gathering and Processing Gross Margin

We estimate that we will generate gross margin in our gathering and processing segment of $800 million for the twelve months ending December 31, 2014, compared to $737 million for the year ended December 31, 2012 and $765 million for the twelve months ended September 30, 2013, each on a pro forma basis. The increase of $35 million in gross margin for the forecasted period as compared to the pro forma twelve months ended September 30, 2013 is primarily attributable to increased volumes on our Anadarko system in the Greater Granite Wash, SCOOP and Mississippi Lime plays, gathering fees from our Bakken crude oil gathering system that was placed into service in the fourth quarter of 2013 and our operational synergy projects that are expected to add incremental gross margin from field optimization activities. The increase of $28 million in our gathering and processing business segment for the twelve months ended September 30, 2013 compared to the twelve months ended December 31, 2012 was primarily attributable to the acquisition of the remaining 50% interest in Waskom, acquisition of the Amoruso Gathering System and increased volumes on our Anadarko system, partially offset by a decline in NGL prices at Mont Belvieu, a decline in NGL price spreads between Conway and Mont Belvieu and the conversion of a significant processing arrangement from keep-whole to fixed-fee.

For the twelve months ending December 31, 2014, we have estimated that approximately $512 million, or 64%, and $288 million, or 36%, of the gross margin in our gathering and processing segment will be fee-based and commodity-based, respectively. In comparison, the corresponding contribution percentages to gross margin by fee-based and commodity-based, respectively, were 56% and 44% for the year ended December 31, 2012 and 59% and 41% for the twelve months ended September 30, 2013, each on a pro forma basis. The expected increase in fee-based gross margin is due to increased gathered volumes resulting in increased gathering and compression fees, increased volumes associated with fixed-fee processing arrangements and a conversion from keep-whole to a fixed-fee contract for a large producer. Approximately $204 million, or 40%, of our total fee-based gathering and processing gross margin for the twelve months ending December 31, 2014 is expected to

come from contracts containing minimum volume commitment features. Our commodity-based margin is related to the realization of our natural gas, NGL and condensate positions associated with the operations and contractual terms of our gathering and processing arrangements.

We estimate that the total volumes of natural gas gathered on our systems will average approximately 4 TBtu/d and the total volumes of liquids produced on our systems, including condensate, will average approximately 75 MBbl/d for the twelve months ending December 31, 2014. We estimate that natural gas gathered volumes will increase by approximately 5% and 8% during the twelve months ending December 31, 2014 compared with the pro forma year ended December 31, 2012 and the pro forma twelve months ended September 30, 2013, respectively, due to an increase in producer activity in our rich gas areas that will be partially offset by declining volumes in our lean gas areas.

The following table compares forecasted volumes of natural gas and crude oil gathered and NGLs and condensate produced on our systems for the twelve months ending December 31, 2014 to actual pro forma volumes for the year ended December 31, 2012 and the twelve months ended September 30, 2013.

	Pro Forma		Forecasted
	Year Ended December 31, 2012	Twelve Months Ended September 30, 2013	Twelve Months Ending December 31, 2014
Natural Gas – Gathered Volumes (TBtu/d)			
Anadarko system	1.1	1.3	1.5
Ark-La-Tex system	1.7	1.4	1.6(1)
Arkoma system	1.0	1.0	0.9(2)
Total	3.8	3.7	4.0
NGLs (MBbl/d)(3)			
Anadarko system	49.1	44.6	56.2
Ark-La-Tex system	5.8	10.4(4)	11.7
Arkoma system	8.0	5.0	4.2
Total	62.9	60.0	72.1
Condensate (MBbl/d)	2.4	2.8	3.0
Crude Oil — Gathered Volumes (MBbl/d)			
Williston system(5)	—	—	9.6

(1) Gathered volumes does not include approximately 0.7 TBtu/d not expected to be delivered but for which payments would be received in order for our customers to meet minimum volume commitments.
(2) Gathered volumes does not include approximately 0.1 TBtu/d not expected to be delivered but for which payments would be received in order for our customers to meet minimum volume commitments.
(3) Excludes condensate.
(4) Average daily NGL volumes increased primarily as a result of the addition of volumes associated with the July 31, 2012 acquisition of Waskom.
(5) Initial operation of the system began on November 1, 2013.

Anadarko Basin

Natural gas gathered volumes on our Anadarko system are expected to average 1.5 TBtu/d for the twelve months ending December 31, 2014, an increase of 36% and 15% as compared to the pro forma year ended December 31, 2012 and the pro forma twelve months ended September 30, 2013, respectively. The

increases in volumes that are estimated to be gathered and processed in this basin are primarily associated with our customers' activity in the liquids-rich Greater Granite Wash, SCOOP and Mississippi Lime plays. Since January 2010, we have secured over 3.8 million gross acres dedicated via long-term contracts in this basin. We currently serve over 200 producers in this basin with total acreage dedications of over 4.7 million gross acres. In support of these long-term dedications and continued producer activity in this liquids-rich basin, we elected to expand the processing capacity on our Anadarko super header by 800 MMcf/d since January 2010. This strategic expansion was initiated to allow us to continue to provide reliable and efficient service to our customers. To date, we have installed half of that capacity and expect that we will commence operations at our 200 MMcf/d McClure processing plant in the first quarter of 2014 and our 200 MMcf/d Bradley plant in the first quarter of 2015.

Ark-La-Tex Basin

Natural gas gathered volumes on our Ark-La-Tex system are expected to average 1.6 TBtu/d for the twelve months ending December 31, 2014, a decrease of 6% and an increase of 14% as compared to the pro forma year ended December 31, 2012 and the pro forma twelve months ended September 30, 2013, respectively. We are forecasting increased volume associated with the relatively rich Cotton Valley play from increased drilling activity around our Waskom plant, as well as increased volumes due to recent drilling activity in the Haynesville shale play. Throughput on our systems in the lean Haynesville shale play is not expected to exceed our minimum volume commitments during the forecast period; therefore, we do not expect an increase in margin commensurate with the expected increase in volume. We currently serve over 110 producers and have secured over 0.7 million gross acres dedicated via long-term contracts in this basin. We believe that we are well-positioned to benefit from future increases in drilling activity in this basin.

Arkoma Basin

Natural gas gathered volumes on our Arkoma system are expected to average 0.9 TBtu/d for the twelve months ending December 31, 2014 compared to 1.0 TBtu/d for each of the pro forma year ended December 31, 2012 and the pro forma twelve months ended September 30, 2013. Volumes in this basin are primarily produced from the Fayetteville and Woodford shale plays and the traditional Arkoma basin. We expect producers' drilling activity to continue at a pace that will allow us to maintain consistent volumes through our gathering systems in the region. Throughput on our systems in the Arkoma Basin is not expected to exceed our minimum volume commitments during the forecast period. We currently serve over 220 producers and have secured 1.2 million acres dedicated via long-term contracts in this basin, which we believe positions us to benefit from future increases in drilling activity in this basin.

Williston

We estimate that we will gather an average of 9,600 Bbl/d of crude oil associated with our Williston system in the Bakken for the twelve months ending December 31, 2014. Initial operation of this system began on November 1, 2013. Construction associated with this project is ongoing and we expect it to be fully operational in the third quarter of 2014. Total capacity on the system once fully in-service will be 19,500 Bbl/d, all of which is contracted through 2028.

Transportation and Storage Gross Margin

We forecast our total transportation and storage gross margin to be $564 million for the twelve months ending December 31, 2014, compared to $591 million for the pro forma year ended December 31, 2012 and $563 million for the pro forma twelve months ended September 30, 2013. Of the $564 million of total transportation and storage gross margin for the twelve months ending December 31, 2014, we estimate we will generate $429 million from our interstate systems and $135 million from our intrastate systems.

Gross margin from our transportation and storage system is substantially fee-based in nature and is generated from (i) a transportation rate charged to firm transportation capacity commitments or interruptible transportation volumes, (ii) a storage rate charged based on firm storage capacity or interruptible storage volumes and (iii) other items including net fuel collections not subject to tracker mechanisms, net gas sales and other miscellaneous items. For the twelve months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 87% and 86% of the transportation and storage business segment gross margin, respectively, was derived from demand charges under firm contract arrangements. For the twelve months ending December 31, 2014, we assume 87% of the transportation and storage business segment gross margin is derived from demand charges under firm contract arrangements. Our cash flows in our transportation and storage business segment are not significantly impacted by commodity price fluctuations. The limited amount of direct commodity exposure we do have is derived from sales of natural gas and NGLs collected under our contractual arrangements or fuel charges net of the fuel used to run our compression facilities not subject to a fuel tracker system. We experience a limited amount of seasonal variability related to demand for our interruptible services in which fees are dependent upon throughput. Gross margin from interruptible services contributed approximately 12% and 11% of total segment gross margin for the pro forma twelve months ended December 31, 2012 and the pro forma twelve months ended September 30, 2013, respectively. For the twelve months ending December 31, 2014, we assume 10% of the transportation and storage business segment gross margin is derived from interruptible services.

We believe that the recent trend of decreasing revenues on our interstate and intrastate systems is stabilizing and that our revenues in future periods will be consistent with the levels that we have projected for the forecast period. The historical decline on our interstate systems has been primarily due to market conditions, including low basis spreads and producers and marketers not recontracting firm demand capacity. On our intrastate system, the primary driver of the decline in gross margin has been the result of integrity outage refunds, lower crosshaul revenues, lower transportation allocations from gathering contracts and lower transportation and storage spreads. We believe lower basis spreads to be an industry-wide phenomenon, but one that has stabilized. We have begun to see renewed interest by producers for capacity on our systems as well as a slight recovery in recontracting rates as evidenced by expansions we expect to place into service during 2014. Additionally, 55% of our total transportation and storage gross margin for the twelve months ending December 31, 2014 is expected to be derived from customers holding firm demand capacity who are users of natural gas and rely on our systems to obtain natural gas for their operations such as LDCs, power generation and industrial customers. We believe these customers will tend to renew contracts at or near their existing reserved capacity based on historical renewal patterns and their per-period requirements.

As of September 30, 2013 our weighted-average contract life for firm transportation volumes on our interstate and intrastate pipelines was 4.1 and 5.4 years, respectively, and 4.7 years on our firm storage contracts.

Interstate

- EGT: For the twelve months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 56% and 52% of total transportation and storage business segment gross margins, respectively, were derived from demand charges under EGT's firm contract arrangements. In the forecast period, we assume 52% of total transportation and storage business segment gross margin is derived from demand charges under firm EGT contract arrangements. As of September 30, 2013, approximately 83% of EGT's capacity was under contract with an average remaining contract life of 4.3 years. Our forecast also includes increased revenues from expansion projects that are expected to be placed into service during 2014.
- MRT: For the twelve months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 10% and 12%, respectively, of total transportation and storage business segment gross margins was derived from demand charges under MRT's firm contract arrangements. In the forecast period, we assume 15% of total transportation and storage business segment gross margin is

derived from demand charges under firm MRT contract arrangements. As of September 30, 2013, approximately 94% of MRT's capacity was under contract with an average remaining contract life of 3.5 years. In September 2013, the FERC approved a rate settlement with our MRT system customers and our forecast reflects the resulting higher revenues.

Intrastate

For the twelve months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 21% and 22%, respectively, of our total transportation and storage business segment gross margin was generated under firm intrastate transportation and storage contract arrangements. In the forecast period, we assume 20% of our total transportation and storage business segment gross margin is derived from firm intrastate transportation and storage contract arrangements. As of September 30, 2013, the average remaining contract life for our intrastate transportation customers was 5.4 years. We believe that our intrastate assets are well-positioned to continue to provide a unique service offering to our customers and to benefit from the forecasted growth in our gathered volumes across the Anadarko and Arkoma basins.

Storage

Gross margin related to storage is included in the interstate and intrastate portions of our transportation and storage business segments. Our interstate and intrastate storage assets expand the range of services we can offer to our interstate and intrastate transportation customers and provide operational flexibility for our transportation systems. As reflected in the interstate and intrastate gross margin above, for both the twelve months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 9% of our total transportation and storage business segment gross margin was generated from firm storage capacity contracts. In the forecast period, we assume 10% of transportation and storage business segment gross margin is derived from firm storage demand charges. As of September 30, 2013, approximately 79% of our storage capacity was under firm storage capacity contracts with an average remaining contract life of 4.7 years.

Equity in Earnings of Equity Method Affiliates

We own a 24.95% interest in SESH and operate the pipeline. We have the ability to acquire CenterPoint Energy's remaining 25.05% of SESH by 2015. As of September 30, 2013, the system had capacity to transport 1.5 Bcf/d of natural gas from Perryville, Louisiana to Gwinville, Mississippi, and 1.0 Bcf/d of natural gas to the pipeline's end point in Alabama. As of September 30, 2013, 100% of SESH's capacity was under contract with an average remaining contract life of 11.5 years. In the forecast period, we assume additional 2014 earnings from expansion projects.

Operation and Maintenance Expenses

Our operation and maintenance expenses are comprised primarily of labor expenses, lease costs, utility costs, insurance premiums, and repairs and maintenance expenses. We estimate that we will incur operation and maintenance expense of $509 million for the twelve months ending December 31, 2014 as compared to $449 million and $492 million for the year ended December 31, 2012 and the twelve months ended September 30, 2013, respectively, each on a pro forma basis. The increase in operation and maintenance expenses compared to the historical periods is primarily driven by expected integration costs, increased costs for labor and benefits and expenses attributable to acquired assets and new assets placed in service. The forecast and pro forma amounts above include an estimated $3 million of incremental operation and maintenance expenses that we expect to incur as a result of being a separate publicly traded partnership, which are not reflected in our unaudited pro forma financial statements.

Depreciation and Amortization

We estimate that our depreciation and amortization expense will be $291 million for the twelve months ending December 31, 2014, as compared to $273 million and $280 million for the year ended December 31, 2012

and the twelve months ended September 30, 2013, respectively, each on a pro forma basis. The expected increase is attributable to additional assets placed in service. Depreciation and amortization expense is based on consistent average depreciable asset lives and depreciation methodologies.

Taxes Other Than Income

Our taxes other than income expenses are comprised primarily of property taxes and sales and use taxes. We estimate that our taxes other than income expense will be $65 million for the twelve months ending December 31, 2014, as compared to $57 million and $56 million for the year ended December 31, 2012 and the twelve months ended September 30, 2013, respectively, each on a pro forma basis. The expected increase is primarily attributable to additional assets placed in service.

Capital Expenditures

We estimate that total capital expenditures for the twelve months ending December 31, 2014 will be $647 million, as compared to pro forma capital expenditures of $1.1 billion and $761 million for the year ended December 31, 2012 and the twelve months ended September 30, 2013, respectively, each on a pro forma basis. This forecast estimate is based on the following assumptions:

Maintenance Capital Expenditures

We estimate that our maintenance capital expenditures will be approximately $199 million for the twelve months ending December 31, 2014, of which $67 million will relate to pipeline integrity and multi-year replacement projects, and $132 million will relate to other routine maintenance projects as well as integration projects, including technology integration projects. Approximately $53 million of the estimated maintenance capital expenditures for the twelve months ending December 31, 2014 are related to our gathering and processing business segment, while the balance is related to our transportation and storage business segment. Maintenance capital expenditures were $167 million and $186 million for the year ended December 31, 2012 and for the twelve months ended September 30, 2013, respectively, each on a pro forma basis. We believe the forecasted amount for the twelve months ending December 31, 2014 is generally indicative of the annual maintenance capital requirement going forward, although we anticipate variability in levels of maintenance capital expenditures in both of our business segments due to occasional unpredictable expenses. Our estimate of maintenance capital expenditures for the twelve months ending December 31, 2014 is higher than historical maintenance capital expenditures primarily due to higher gathering and processing system maintenance associated with the growth of our systems, integration projects planned pipeline replacement projects, and expected increases in compliance costs related to pipeline safety rules.

Expansion Capital Expenditures

We estimate that our expansion capital expenditures will be $448 million for the twelve months ending December 31, 2014 as compared to expansion capital expenditures of $902 million (including $442 million of acquisition expenditures) and $575 million for the pro forma year ended December 31, 2012 and the twelve months ended September 30, 2013, respectively. Approximately $429 million of the estimated expansion capital expenditures for the twelve months ending December 31, 2014 are related to our gathering and processing business segment, while the balance is related to our transportation and storage business segment. These forecasted expansion capital expenditures are primarily comprised of the following projects:

- Approximately $345 million of our forecasted expansion capital expenditures are related to the expansion of our Anadarko gathering and processing system where we expect continued volume growth associated with our long-term gathering and processing agreements in these areas. Nearly 40% of this amount is related to our McClure Plant and Bradley Plant, which are expected to be placed into service in the first quarter of 2014 and the first quarter of 2015, respectively. The balance of the expansion capital expenditures are associated with gathering infrastructure, such as pipeline and compression, in support of new volumes.

- We expect the balance of our gathering and processing expansion capital expenditures to be spent in the forecast period across the other basins in which we operate with approximately $63 million of enhancements to our processing facilities and additional gathering infrastructure for new volumes in the Ark-La-Tex basin, $6 million of additional gathering infrastructure to accommodate the volumes from the Arkoma basin, and $15 million of crude gathering infrastructure associated with our Bakken crude gathering system in the Williston basin.
- We expect to spend approximately $19 million of expansion capital expenditures related to our transportation and storage business segment. These expenditures are associated with projects that will serve additional industrial markets or new supply.

We have only included expansion capital expenditures that are associated with identified projects in the forecast period. We believe that we will continue to identify new expansion capital projects and acquisition opportunities that may increase the amount of expansion capital expenditures beyond what we are currently forecasting for the twelve months ending December 31, 2014.

Although we may make acquisitions during the twelve months ending December 31, 2014, our forecast does not reflect any acquisitions, as we cannot assure you that we will be able to identify attractive acquisition opportunities or, if identified, that we will be able to negotiate acceptable purchase agreements.

Investment in Equity Method Affiliates

We expect to invest approximately $6 million during 2014 for our share of a planned expansion project at SESH. We have not included the potential impact of CenterPoint Energy's exercising its option to contribute an additional 24.95% interest in SESH to us in May 2014. Under the master formation agreement, CenterPoint Energy has certain put rights, and we have certain call rights, exercisable with respect to CenterPoint Energy's remaining interest in SESH. Please read "Certain Relationships and Related Party Transactions—Master Formation Agreement—Acquisition of Remaining CenterPoint Energy Interest in SESH."

Financing

We estimate that interest paid for the twelve months ending December 31, 2014 will be $94 million, as compared to interest paid of $55 million and $57 million for the pro forma year ended December 31, 2012 and the pro forma twelve months ended September 30, 2013, respectively. The primary driver of the increase in interest paid for the twelve months ending December 31, 2014 versus the prior periods is associated with expected higher interest rates on the $1.5 billion refinancing in 2014 described below. Our forecast for the twelve months ending December 31, 2014 is based on the following significant financing assumptions:

- for purposes of our forecast for the twelve months ending December 31, 2014, we have assumed that the closing of this offering takes place on January 1, 2014;
- we expect to have average borrowings of approximately $104 million under our $1.4 billion revolving credit facility during the forecast period, which we will use along with proceeds from the offering to fund our forecasted expansion capital expenditures during the twelve months ending December 31, 2014;
- we have assumed the borrowings under our revolving credit facility will bear interest at an average rate of 1.9% through December 31, 2014;
- we have assumed the issuance of $1.5 billion of long-term notes in the first half of 2014 at a weighted average interest rate of approximately 4.6% associated with an expected refinancing of our aggregate $1.3 billion of outstanding term loans that have a weighted average interest rate of approximately 1.9%, as well as the $200 million aggregate principal amount of 6.875% senior notes that mature in mid-2014;

- we have assumed that we will have other senior notes and long-term notes payable with a face amount averaging $713 million with a weighted average cash interest rate of 5.2%; and
- we expect to remain in compliance with the financial and other covenants in our credit facilities.

Regulatory, Industry and Economic Factors

Our forecast for the twelve months ending December 31, 2014 is based on the following significant assumptions related to regulatory, industry and economic factors:

- there will not be any new federal, state or local regulation of the portions of the energy industry in which we operate, or a new interpretation of existing regulation, that will be materially adverse to our business;
- there will not be any major adverse change in the portions of the midstream energy industry that we serve or in general economic conditions, including in the levels of natural gas and crude oil production and demand in the geographic areas that we serve;
- there will not be any material accidents, weather-related incidents, unscheduled downtime or similar unanticipated events with respect to our facilities or those of third parties on which we depend;
- we will not make any acquisitions or other significant expansion capital expenditures (other than as described above);
- there will not be a shortage of skilled labor; and
- market, insurance and overall economic conditions will not change substantially.

PROVISIONS OF OUR PARTNERSHIP AGREEMENT RELATING TO CASH DISTRIBUTIONS

Set forth below is a summary of the significant provisions of our partnership agreement that relate to cash distributions.

Distributions of Available Cash

General

Our partnership agreement requires that, within 45 days after the end of each quarter after the closing of this offering, beginning with the quarter ending , we distribute all of our available cash to unitholders of record on the applicable record date. We will adjust the amount of our distribution for the period from the closing of this offering through , based on the actual length of the period.

Definition of Available Cash

Available cash generally means, for any quarter, all cash and cash equivalents on hand at the end of that quarter:

- *less*, the amount of cash reserves established by our general partner to:
  - provide for the proper conduct of our business (including cash reserves for our future capital expenditures and anticipated future debt service requirements and refunds of collected rates reasonably likely to be refunded as a result of a settlement or hearing related to FERC rate proceedings or rate proceedings under applicable law subsequent to that quarter);
  - comply with applicable law, any of our debt instruments or other agreements; or
  - provide funds for distributions to our unitholders and to our general partner for any one or more of the next four quarters (provided that our general partner may not establish cash reserves for distributions if the effect of the establishment of such reserves will prevent us from distributing the minimum quarterly distribution on all common units and any cumulative arrearages on such common units for the current quarter);
- *plus*, if our general partner so determines, all or any portion of the cash on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made subsequent to the end of such quarter.

The purpose and effect of the last bullet point above is to allow our general partner, if it so decides, to use cash from working capital borrowings made after the end of the quarter, but on or before the date of determination of available cash for that quarter, to pay distributions to unitholders. Under our partnership agreement, working capital borrowings are generally borrowings that are made under a credit facility, commercial paper facility or similar financing arrangement, and in all cases are used solely for working capital purposes or to pay distributions to partners, and with the intent of the borrower to repay such borrowings within twelve months with funds other than from additional working capital borrowings.

Intent to Distribute the Minimum Quarterly Distribution

We intend to make a minimum quarterly distribution to the holders of our common units and subordinated units of $ per unit, or $ per unit on an annualized basis, to the extent we have sufficient cash from our operations after the establishment of cash reserves and the payment of costs and expenses, including reimbursements of expenses to our general partner. However, there is no guarantee that we will pay the minimum quarterly distribution on our units in any quarter. Even if our cash distribution policy is not modified or revoked, the amount of distributions paid under our policy and the decision to make any distribution is determined by our

general partner, taking into consideration the terms of our partnership agreement. Please read "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" for a discussion of the restrictions included in our credit agreements that may restrict our ability to make distributions.

General Partner Interest and Incentive Distribution Rights

Our general partner owns a non-economic general partner interest in us and thus will not be entitled to distributions that we make prior to our liquidation in respect of such general partner interest. Our general partner currently holds incentive distribution rights that entitle it to receive increasing percentages, up to a maximum of 50.0%, of the cash we distribute from operating surplus (as defined below) in excess of $ per unit per quarter. The maximum distribution of 50.0% does not include any distributions that our general partner or its affiliates may receive on common units or subordinated units that they own. Please read "—Incentive Distribution Rights" for additional information.

Operating Surplus and Capital Surplus

General

All cash distributed to unitholders will be characterized as either being paid from "operating surplus" or "capital surplus." We treat distributions of available cash from operating surplus differently than distributions of available cash from capital surplus.

Operating Surplus

We define operating surplus as:

- $ million; *plus*
- all of our cash receipts after the closing of this offering, excluding cash from interim capital transactions (as defined below) and the termination of hedge contracts, provided that cash receipts from the termination of a commodity hedge or interest rate hedge prior to its specified termination date shall be included in operating surplus in equal quarterly installments over the remaining scheduled life of such commodity hedge or interest rate hedge; *plus*
- working capital borrowings made after the end of a quarter but on or before the date of determination of operating surplus for that quarter; *plus*
- cash distributions (including incremental distributions on incentive distribution rights) paid in respect of equity issued, other than equity issued in this offering, to finance all or a portion of expansion capital expenditures in respect of the period from the date that we enter into a binding obligation to commence the construction, development, replacement, improvement or expansion of a capital asset and ending on the earlier to occur of the date the capital asset commences commercial service and the date that it is abandoned or disposed of; *plus*
- cash distributions (including incremental distributions on incentive distribution rights) paid in respect of equity issued, other than equity issued in this offering, to pay interest and related fees on debt incurred, or to pay distributions on equity issued, to finance the expansion capital expenditures referred to in the prior bullet; *less*
- all of our operating expenditures (as defined below) after the closing of this offering; *less*
- the amount of cash reserves established by our general partner to provide funds for future operating expenditures; *less*
- all working capital borrowings not repaid within twelve months after having been incurred or repaid within such twelve-month period with the proceeds of additional working capital borrowings; *less*

- any cash loss realized on disposition of an investment capital expenditure.

As described above, operating surplus does not reflect actual cash on hand that is available for distribution to our unitholders and is not limited to cash generated by our operations. For example, it includes a provision that will enable us, if we choose, to distribute as operating surplus up to $ million of cash we receive in the future from non-operating sources such as asset sales, issuances of securities and long-term borrowings that would otherwise be distributed as capital surplus. In addition, the effect of including, as described above, certain cash distributions on equity interests in operating surplus will be to increase operating surplus by the amount of any such cash distributions. As a result, we may also distribute as operating surplus up to the amount of any such cash that we receive from non-operating sources.

The proceeds of working capital borrowings increase operating surplus and repayments of working capital borrowings are generally operating expenditures (as described below) and thus reduce operating surplus when repayments are made. However, if working capital borrowings, which increase operating surplus, are not repaid during the twelve-month period following the borrowing, they will be deemed repaid at the end of such period, thus decreasing operating surplus at such time. When such working capital borrowings are in fact repaid, they will not be treated as a further reduction in operating surplus because operating surplus will have been previously reduced by the deemed repayment.

We define interim capital transactions as (i) borrowings, refinancings or refundings of indebtedness (other than working capital borrowings and items purchased on open account or for a deferred purchase price in the ordinary course of business) and sales of debt securities, (ii) issuances of equity securities and (iii) sales or other dispositions of assets, other than sales or other dispositions of inventory, accounts receivable and other assets in the ordinary course of business and sales or other dispositions of assets as part of normal asset retirements or replacements.

We define operating expenditures as all of our cash expenditures, including, but not limited to, taxes, reimbursements of expenses of our general partner and its affiliates, director, officer and employee compensation, debt service payments, payments made in the ordinary course of business under interest rate hedge contracts and commodity hedge contracts (provided that payments made in connection with the termination of any interest rate hedge contract or commodity hedge contract prior to the expiration of its settlement or termination date specified therein will be included in operating expenditures in equal quarterly installments over the remaining scheduled life of such interest rate hedge contract or commodity hedge contract and amounts paid in connection with the initial purchase of a rate hedge contract or a commodity hedge contract will be amortized at the life of such rate hedge contract or commodity hedge contract), maintenance capital expenditures (as discussed in further detail below) and repayment of working capital borrowings; provided, however, that operating expenditures will not include:

- repayments of working capital borrowings where such borrowings have previously been deemed to have been repaid (as described above);
- payments (including prepayments and prepayment penalties) of principal of and premium on indebtedness other than working capital borrowings;
- expansion capital expenditures;
- investment capital expenditures;
- payment of transaction expenses (including taxes) relating to interim capital transactions;
- distributions to our partners;
- repurchases of partnership interests (excluding repurchases we make to satisfy obligations under employee benefit plans); or
- any other expenditures or payments made using the proceeds of this offering.

Capital Surplus

Capital surplus is defined in our partnership agreement as any distribution of available cash in excess of our cumulative operating surplus. Accordingly, except as described above, capital surplus would generally be generated by:

- borrowings other than working capital borrowings;
- sales of our equity and debt securities; and
- sales or other dispositions of assets, other than inventory, accounts receivable and other assets sold in the ordinary course of business or as part of ordinary course retirement or replacement of assets.

Characterization of Cash Distributions

Our partnership agreement requires that we treat all available cash distributed as coming from operating surplus until the sum of all available cash distributed since the closing of this offering equals the operating surplus from the closing of this offering through the end of the quarter immediately preceding that distribution. Our partnership agreement requires that we treat any amount distributed in excess of operating surplus, regardless of its source, as capital surplus. We do not anticipate that we will make any distributions from capital surplus.

Capital Expenditures

Expansion capital expenditures are cash expenditures incurred for acquisitions or capital improvements that we expect will increase our operating income or operating capacity over the long term. Examples of expansion capital expenditures include the acquisition of equipment and the construction, development or acquisition of additional pipeline, storage, gathering or processing capacity to the extent such capital expenditures are expected to expand our operating capacity or our operating income. Expansion capital expenditures include interest payments (and related fees) on debt incurred to finance all or a portion of expansion capital expenditures in respect of the period from the date that we enter into a binding obligation to commence the construction, development, replacement, improvement or expansion of a capital asset and ending on the earlier to occur of the date that such capital improvement commences commercial service and the date that such capital improvement is abandoned or disposed of.

Maintenance capital expenditures are cash expenditures (including expenditures for the construction or development of new capital assets or the replacement, improvement or expansion of existing capital assets) made to maintain, over the long-term, our operating capacity or operating income. Examples of maintenance capital expenditures are expenditures to repair, refurbish and replace pipelines, to connect additional wells to our own gathering system to offset material declines, to maintain equipment reliability, integrity and safety and to address environmental laws and regulations. Maintenance capital expenditures are included in operating expenditures and thus will reduce operating surplus.

Investment capital expenditures are those capital expenditures that are neither maintenance capital expenditures nor expansion capital expenditures. Investment capital expenditures largely will consist of capital expenditures made for investment purposes. Examples of investment capital expenditures include traditional capital expenditures for investment purposes, such as purchases of securities, as well as other capital expenditures that might be made in lieu of such traditional investment capital expenditures, such as the acquisition of a capital asset for investment purposes or development of facilities that are in excess of the maintenance of our existing operating capacity or operating income, but that are not expected to expand our operating capacity or operating income over the long term.

Capital expenditures that are made in part for maintenance capital purposes, investment capital purposes and/or expansion capital purposes will be allocated as maintenance capital expenditures, investment capital expenditures or expansion capital expenditure by our general partner.

Subordination Period

General

Our partnership agreement provides that, during the subordination period (which we define below), the common units will have the right to receive distributions of available cash from operating surplus each quarter in an amount equal to $ per common unit, which amount is defined in our partnership agreement as the minimum quarterly distribution, plus any arrearages in the payment of the minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units. These units are deemed "subordinated" because for a period of time, referred to as the subordination period, the subordinated units will not be entitled to receive any distributions until the common units have received the minimum quarterly distribution plus any arrearages from prior quarters. Furthermore, no arrearages will be paid on the subordinated units. The practical effect of the subordinated units is to increase the likelihood that during the subordination period there will be available cash to be distributed on the common units.

Subordination Period

Except as described below, the subordination period will begin on the closing date of this offering and will extend until the first business day following the distribution of available cash in respect of any quarter beginning with the first quarter ending , that each of the following tests are met:

- distributions of available cash from operating surplus on each of the outstanding common units and subordinated units equaled or exceeded $ per unit (the annualized minimum quarterly distribution), for each of the three consecutive, non-overlapping four-quarter periods immediately preceding that date;
- the adjusted operating surplus (as defined below) generated during each of the three consecutive, non-overlapping four-quarter periods immediately preceding that date equaled or exceeded the sum of $ (the annualized minimum quarterly distribution) on all of the outstanding common units and subordinated units during those periods on a fully diluted basis; and
- there are no arrearages in payment of the minimum quarterly distribution on the common units.

Early Termination of Subordination Period

Notwithstanding the foregoing, the subordination period will automatically terminate on the first business day following the distribution of available cash in respect of any quarter beginning with the first quarter ending , that each of the following tests are met:

- distributions of available cash from operating surplus on each of the outstanding common units and subordinated units equaled or exceeded $ (150% of the annualized minimum quarterly distribution) for the four-consecutive-quarter period immediately preceding that date;
- the adjusted operating surplus (as defined below) generated during the four-consecutive-quarter period immediately preceding that date equaled or exceeded the sum of (i) $ per unit (150% of the annualized minimum quarterly distribution) on all of the outstanding common units and subordinated units during that period on a fully diluted basis and (ii) the corresponding distributions on the incentive distribution rights; and
- there are no arrearages in payment of the minimum quarterly distributions on the common units.

Expiration Upon Removal of the General Partner

In addition, if the unitholders remove our general partner other than for cause:

- the subordinated units held by any person will immediately and automatically convert into common units on a one-for-one basis, provided (i) neither such person nor any of its affiliates voted any of its units in favor of the removal and (ii) such person is not an affiliate of the successor general partner;

- if all of the subordinated units convert pursuant to the foregoing, all cumulative common unit arrearages on the common units will be extinguished and the subordination period will end; and
- our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests.

Expiration of the Subordination Period

When the subordination period ends, each outstanding subordinated unit will convert into one common unit and will thereafter participate pro rata with the other common units in distributions of available cash.

Adjusted Operating Surplus

Adjusted operating surplus is intended to reflect the cash generated from operations during a particular period and therefore excludes net drawdowns of reserves of cash established in prior periods. Adjusted operating surplus for a period consists of:

- operating surplus generated with respect to that period (excluding any amounts attributable to the item described in the first bullet point under the caption "—Operating Surplus and Capital Surplus—Operating Surplus" above); *less*
- any net increase in working capital borrowings with respect to that period; *less*
- any net decrease in cash reserves for operating expenditures with respect to that period not relating to an operating expenditure made with respect to that period; *plus*
- any net decrease in working capital borrowings with respect to that period; *plus*
- any net decrease made in subsequent periods to cash reserves for operating expenditures initially established with respect to that period to the extent such decrease results in a reduction in adjusted operating surplus in subsequent periods; *plus*
- any net increase in cash reserves for operating expenditures with respect to that period required by any debt instrument for the repayment of principal, interest or premium.

Distributions of Available Cash from Operating Surplus During the Subordination Period

We will make distributions of available cash from operating surplus for any quarter during the subordination period in the following manner:

- *first*, to the common unitholders, pro rata, until we distribute for each outstanding common unit an amount equal to the minimum quarterly distribution for that quarter;
- *second*, to the common unitholders, pro rata, until we distribute for each outstanding common unit an amount equal to any arrearages in payment of the minimum quarterly distribution on the common units for any prior quarters during the subordination period;
- *third*, to the subordinated unitholders, pro rata, until we distribute for each outstanding subordinated unit an amount equal to the minimum quarterly distribution for that quarter; and
- *thereafter*, in the manner described in "—Incentive Distribution Rights" below.

The preceding discussion is based on the assumption that we do not issue additional classes of equity securities.

Distributions of Available Cash from Operating Surplus After the Subordination Period

We will make distributions of available cash from operating surplus for any quarter after the subordination period in the following manner:

- *first*, to all unitholders, pro rata, until we distribute for each outstanding unit an amount equal to the minimum quarterly distribution for that quarter; and
- *thereafter*, in the manner described in "—Incentive Distribution Rights" below.

The preceding discussion is based on the assumption that we do not issue additional classes of equity securities.

Incentive Distribution Rights

Incentive distribution rights represent the right to receive an increasing percentage (15.0%, 25.0% and 50.0%) of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. Our general partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in our partnership agreement.

The following discussion assumes that our general partner continues to own the incentive distribution rights.

If for any quarter:

- we have distributed available cash from operating surplus to the common and subordinated unitholders in an amount equal to the minimum quarterly distribution; and
- we have distributed available cash from operating surplus on outstanding common units in an amount necessary to eliminate any cumulative arrearages in payment of the minimum quarterly distribution;

then, we will distribute any additional available cash from operating surplus for that quarter among the unitholders and our general partner in the following manner:

- *first*, to all unitholders, pro rata, until each unitholder receives a total of $ per unit for that quarter (the first target distribution);
- *second*, 85.0% to all unitholders, pro rata, and 15.0% to our general partner, until each unitholder receives a total of $ per unit for that quarter (the second target distribution);
- *third*, 75.0% to all unitholders, pro rata, and 25.0% to our general partner, until each unitholder receives a total of $ per unit for that quarter (the third target distribution); and
- *thereafter*, 50.0% to all unitholders, pro rata, and 50.0% to our general partner.

Percentage Allocations of Available Cash from Operating Surplus

The following table illustrates the percentage allocations of available cash from operating surplus between the unitholders and our general partner (through the incentive distribution rights) based on the specified target distribution levels. The amounts set forth under "Marginal Percentage Interest in Distributions" are the percentage interests of our general partner and the unitholders in any available cash from operating surplus we distribute up to and including the corresponding amount in the column "Total Quarterly Distribution Per Unit Target Amount." The percentage interests shown for our unitholders for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution. The percentage interests set forth below for our general partner assume that our general partner has not transferred its incentive distribution rights and that there are no arrearages on common units.

	Total Quarterly Distribution Per Unit Target Amount		Marginal Percentage Interest in Distributions	
			Unitholders	General Partner
Minimum Quarterly Distribution	$		100.0%	0.0%
First Target Distribution	up to $		100.0%	0.0%
Second Target Distribution	above $	up to $	85.0%	15.0%
Third Target Distribution	above $	up to $	75.0%	25.0%
Thereafter	above $		50.0%	50.0%

General Partner's Right to Reset Incentive Distribution Levels

Our general partner, as the initial holder of our incentive distribution rights, has the right under our partnership agreement, subject to certain conditions, to elect to relinquish the right to receive incentive distribution payments based on the initial target distribution levels and to reset, at higher levels, the minimum quarterly distribution amount and target distribution levels upon which the incentive distribution payments to our general partner would be set. If our general partner transfers all or a portion of our incentive distribution rights in the future, then the holder or holders of a majority of our incentive distribution rights will be entitled to exercise this right. The following discussion assumes that our general partner holds all of the incentive distribution rights at the time that a reset election is made. Our general partner's right to reset the minimum quarterly distribution amount and the target distribution levels upon which the incentive distributions payable to our general partner are based may be exercised, without approval of our unitholders or the conflicts committee, at any time when there are no subordinated units outstanding, if we have made cash distributions to the holders of the incentive distribution rights at the highest level of incentive distribution for each of the four consecutive fiscal quarters immediately preceding such time and the amount of each such distribution did not exceed adjusted operating surplus for such quarter, respectively. If our general partner and its affiliates are not the holders of a majority of the incentive distribution rights at the time an election is made to reset the minimum quarterly distribution amount and the target distribution levels, then the proposed reset will be subject to the prior written concurrence of the general partner that the conditions described above have been satisfied. The reset minimum quarterly distribution amount and target distribution levels will be higher than the minimum quarterly distribution amount and the target distribution levels prior to the reset such that our general partner will not receive any incentive distributions under the reset target distribution levels until cash distributions per unit following this event increase as described below. We anticipate that our general partner would exercise this reset right in order to facilitate acquisitions or internal growth projects that would otherwise not be sufficiently accretive to cash distributions per common unit, taking into account the existing levels of incentive distribution payments being made to our general partner.

In connection with the resetting of the minimum quarterly distribution amount and the target distribution levels and the corresponding relinquishment by our general partner of incentive distribution payments based on the target distributions prior to the reset, our general partner will be entitled to receive a number of newly issued common units based on a predetermined formula described below that takes into account the "cash parity" value of the average cash distributions related to the incentive distribution rights received by our general partner for the two quarters immediately preceding the reset event as compared to the average cash distributions per common unit during that two-quarter period.

The number of common units that our general partner would be entitled to receive from us in connection with a resetting of the minimum quarterly distribution amount and the target distribution levels then in effect would be equal to the quotient determined by dividing (x) the average amount of cash distributions received by our general partner in respect of its incentive distribution rights during the two consecutive fiscal quarters ended immediately prior to the date of such reset election by (y) the average of the amount of cash distributed per common unit during each of these two quarters.

Following a reset election, the minimum quarterly distribution amount will be reset to an amount equal to the average cash distribution amount per common unit for the two fiscal quarters immediately preceding the reset election (which amount we refer to as the reset minimum quarterly distribution) and the target distribution levels will be reset to be correspondingly higher such that we would distribute all of our available cash from operating surplus for each quarter thereafter as follows:

- *first*, to all unitholders, pro rata, until each unitholder receives an amount equal to 115.0% of the reset minimum quarterly distribution for that quarter;
- *second*, 85.0% to all unitholders, pro rata, and 15.0% to our general partner, until each unitholder receives an amount per unit equal to 125.0% of the reset minimum quarterly distribution for the quarter;
- *third*, 75.0% to all unitholders, pro rata, and 25.0% to our general partner, until each unitholder receives an amount per unit equal to 150.0% of the reset minimum quarterly distribution for the quarter; and
- *thereafter*, 50.0% to all unitholders, pro rata, and 50.0% to our general partner.

The following table illustrates the percentage allocations of available cash from operating surplus between the unitholders and our general partner at various cash distribution levels (i) pursuant to the cash distribution provisions of our partnership agreement in effect at the completion of this offering, as well as (ii) following a hypothetical reset of the minimum quarterly distribution and target distribution levels based on the assumption that the average quarterly cash distribution amount per common unit during the two fiscal quarters immediately preceding the reset election was $.

	Quarterly Distribution per Unit Prior to Reset		Marginal Percentage Interest in Distributions		Quarterly Distribution per Unit Following Hypothetical Reset	
			Unitholders	General Partner		
Minimum Quarterly Distribution	$		100.0%	0.0%	$	
First Target Distribution	up to $		100.0%	0.0%	up to $	(1)
Second Target Distribution	above $	up to $	85.0%	15.0%	above $0.	up to $0. (2)
Third Target Distribution	above $	up to $	75.0%	25.0%	above $0.	up to $0. (3)
Thereafter	above $		50.0%	50.0%	above $0.	(3)

(1) This amount is 115.0% of the hypothetical reset minimum quarterly distribution.
(2) This amount is 125.0% of the hypothetical reset minimum quarterly distribution.
(3) This amount is 150.0% of the hypothetical reset minimum quarterly distribution.

The following table illustrates the total amount of available cash from operating surplus that would be distributed to the unitholders and our general partner, in respect of incentive distribution rights, or IDRs, based on an average of the amounts distributed for the two quarters immediately prior to the reset. The table assumes that immediately prior to the reset there would be common units outstanding and that the average distribution to each common unit would be $ for the two consecutive non-overlapping quarters prior to the reset.

	Prior to Reset					
			General Partner Cash Distributions			
	Quarterly Distribution per Unit	Common Unitholders Cash Distributions	Common Units	IDRs	Total	Total Distribution
Minimum Quarterly Distribution	$	$	$	$	$	$
First Target Distribution	up to $					
Second Target Distribution	above $ up to $					
Third Target Distribution	above $ up to $					
Thereafter	above $					
		$	$	$	$	$

The following table illustrates the total amount of available cash from operating surplus that would be distributed to the unitholders and the general partner, in respect of IDRs, with respect to the quarter after the reset occurs. The table reflects that as a result of the reset there would be common units outstanding, and that the average distribution to each common unit would be $. The number of common units issued as a result of the reset was calculated by dividing (x) $ as the average of the amounts received by the general partner in respect of its IDRs for the two consecutive non-overlapping quarters prior to the reset as shown in the table above by (y) the average of the cash distributions made on each common unit per quarter for the two consecutive non-overlapping quarters prior to the reset as shown in the table above, or $.

	After Reset					
			General Partner Cash Distributions			
	Quarterly Distribution per Unit	Common Unitholders Cash Distributions	Common Units Issued As a Result of the Reset	IDRs	Total	Total Distribution
Minimum Quarterly Distribution	$	$	$	$	$	$
First Target Distribution	up to $					
Second Target Distribution	above $ up to $					
Third Target Distribution	above $ up to $					
Thereafter	above $					
		$	$	$	$	$

Our general partner will be entitled to cause the minimum quarterly distribution amount and the target distribution levels to be reset on more than one occasion, provided that it may not make a reset election except at a time when it has received incentive distributions for the immediately preceding four consecutive fiscal quarters based on the highest level of incentive distributions that it is entitled to receive under our partnership agreement.

Distributions from Capital Surplus

How Distributions from Capital Surplus Will Be Made

We will make distributions of available cash from capital surplus, if any, in the following manner:

- *first*, to all unitholders, pro rata, until the minimum quarterly distribution is reduced to zero, as described below under "—Effect of a Distribution from Capital Surplus";
- *second*, to the common unitholders, pro rata, until we distribute for each outstanding common unit, an amount of available cash from capital surplus equal to any unpaid arrearages in payment of the minimum quarterly distribution on the common units; and
- *thereafter*, as if such distributions were from operating surplus.

The preceding discussion is based on the assumption that we do not issue additional classes of equity securities.

Effect of a Distribution from Capital Surplus

Our partnership agreement treats a distribution of capital surplus as the repayment of the initial unit price from this initial public offering, which is a return of capital. The initial public offering price less any distributions of capital surplus per unit is referred to as the "unrecovered initial unit price." Each time a distribution of capital surplus is made, the minimum quarterly distribution and the target distribution levels will be reduced in the same proportion as the corresponding reduction in the unrecovered initial unit price. Because distributions of capital surplus will reduce the minimum quarterly distribution after any of these distributions are made, it may be easier for our general partner to receive incentive distributions and for the subordinated units to convert into common units. However, any distribution of capital surplus before the unrecovered initial unit price is reduced to zero cannot be applied to the payment of the minimum quarterly distribution or any arrearages.

Once we distribute capital surplus on a unit issued in this offering in an amount equal to the initial unit price, we will reduce the minimum quarterly distribution and the target distribution levels to zero. We will then make all future distributions from operating surplus, with 50.0% being paid to the unitholders, pro rata, and 50.0% to the holder of our incentive distribution rights.

Adjustment to the Minimum Quarterly Distribution and Target Distribution Levels

In addition to adjusting the minimum quarterly distribution and target distribution levels to reflect a distribution of capital surplus, if we combine our units into fewer units or subdivide our units into a greater number of units, we will proportionately adjust:

- the minimum quarterly distribution;
- target distribution levels;
- the unrecovered initial unit price; and
- the arrearages in payment of the minimum quarterly distribution on the common units.

For example, if a two-for-one split of the common units should occur, the minimum quarterly distribution, the target distribution levels and the unrecovered initial unit price would each be reduced to 50.0% of its initial level, and each subordinated unit would be split into two subordinated units. We will not make any adjustment by reason of the issuance of additional units for cash or property.

In addition, if legislation is enacted or if the official interpretation of existing law is modified by a governmental authority, so that we become taxable as a corporation or otherwise subject to taxation as an entity

for federal, state or local income tax purposes, our partnership agreement specifies that the minimum quarterly distribution and the target distribution levels for each quarter shall be reduced by multiplying each distribution level by a fraction, the numerator of which is available cash for that quarter (reduced by the amount of the estimated tax liability for such quarter payable by reason of such legislation or interpretation) and the denominator of which is the sum of available cash for that quarter (reduced by the amount of the estimated tax liability for such quarter payable by reason of such legislation or interpretation) plus our general partner's estimate of our aggregate liability for the quarter for such income taxes payable by reason of such legislation or interpretation. To the extent that the actual tax liability differs from the estimated tax liability for any quarter, the difference may be accounted for in subsequent quarters.

Distributions of Cash Upon Liquidation

General

If we dissolve in accordance with our partnership agreement, we will sell or otherwise dispose of our assets in a process called liquidation. We will first apply the proceeds of liquidation to the payment of our creditors. We will distribute any remaining proceeds to the unitholders and our general partner, in accordance with their capital account balances, as adjusted to reflect any gain or loss upon the sale or other disposition of our assets in liquidation.

The allocations of gain and loss upon liquidation are intended, to the extent possible, to entitle the holders of outstanding common units to a preference over the holders of outstanding subordinated units upon our liquidation, to the extent required to permit common unitholders to receive their unrecovered initial unit price plus the minimum quarterly distribution for the quarter during which liquidation occurs plus any unpaid arrearages in payment of the minimum quarterly distribution on the common units. However, there may not be sufficient gain upon our liquidation to enable the holders of common units to fully recover all of these amounts, even though there may be cash available for distribution to the holders of subordinated units. Any further net gain recognized upon liquidation will be allocated in a manner that takes into account the incentive distribution rights of our general partner.

Manner of Adjustments for Gain

The manner of the adjustment for gain is set forth in our partnership agreement. If our liquidation occurs before the end of the subordination period, we will allocate any gain to our partners in the following manner:

- *first*, to our general partner to the extent of any negative balance in its capital account;
- *second*, to the common unitholders, pro rata, until the capital account for each common unit is equal to the sum of: (1) the unrecovered initial unit price; (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs; and (3) any unpaid arrearages in payment of the minimum quarterly distribution;
- *third*, to the subordinated unitholders, pro rata, until the capital account for each subordinated unit is equal to the sum of: (1) the unrecovered initial unit price; and (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs;
- *fourth*, to all common and subordinated unitholders, pro rata, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the first target distribution per unit over the minimum quarterly distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the minimum quarterly distribution per unit that we distributed to the common and subordinated unitholders, pro rata, for each quarter of our existence;
- *fifth*, 85.0% to all common and subordinated unitholders, pro rata, and 15.0% to our general partner, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the

second target distribution per unit over the first target distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the first target distribution per unit that we distributed 85.0% to the common and subordinated unitholders, pro rata, and 15.0% to our general partner for each quarter of our existence;

- *sixth*, 75.0% to all common and subordinated unitholders, pro rata, and 25.0% to our general partner, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the third target distribution per unit over the second target distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the second target distribution per unit that we distributed 75.0% to the common and subordinated unitholders, pro rata, and 25.0% to our general partner for each quarter of our existence; and
- *thereafter*, 50.0% to all common and subordinated unitholders, pro rata, and 50.0% to our general partner.

The percentages set forth above are based on the assumption that our general partner has not transferred its incentive distribution rights and that we do not issue additional classes of equity securities.

If the liquidation occurs after the end of the subordination period, the distinction between common units and subordinated units will disappear, so that clause (3) of the second bullet point above and all of the fourth bullet point above will no longer be applicable.

Manner of Adjustments for Losses

If our liquidation occurs before the end of the subordination period, after making allocations of loss to the general partner and the unitholders in a manner intended to offset in reverse order the allocations of gains that have previously been allocated, we will generally allocate any loss to our general partner and unitholders in the following manner:

- *first*, to holders of subordinated units in proportion to the positive balances in their capital accounts until the capital accounts of the subordinated unitholders have been reduced to zero;
- *second*, to the holders of common units in proportion to the positive balances in their capital accounts until the capital accounts of the common unitholders have been reduced to zero; and
- *thereafter*, 100.0% to our general partner.

If the liquidation occurs after the end of the subordination period, the distinction between common units and subordinated units will disappear, so that all of the first bullet point above will no longer be applicable.

Adjustments to Capital Accounts

Our partnership agreement requires that we make adjustments to capital accounts upon the issuance of additional units. In this regard, our partnership agreement specifies that we allocate any unrealized and, for tax purposes, unrecognized gain resulting from the adjustments to the unitholders and the general partner in the same manner as we allocate gain upon liquidation. In the event that we make positive adjustments to the capital accounts upon the issuance of additional units, our partnership agreement requires that we generally allocate any later negative adjustments to the capital accounts resulting from the issuance of additional units or upon our liquidation in a manner which results, to the extent possible, in the partners' capital account balances equaling the amount which they would have been if no earlier positive adjustments to the capital accounts had been made. In contrast to the allocations of gain, and except as provided above, we generally will allocate any unrealized and unrecognized loss resulting from the adjustments to capital accounts upon the issuance of additional units to the unitholders and our general partner based on their respective percentage ownership of us. In this manner, prior to

the end of the subordination period, we generally will allocate any such loss equally with respect to our common and subordinated units. If we make negative adjustments to the capital accounts as a result of such loss, future positive adjustments resulting from the issuance of additional units will be allocated in a manner designed to reverse the prior negative adjustments, and special allocations will be made upon liquidation in a manner that results, to the extent possible, in our unitholders' capital account balances equaling the amounts they would have been if no earlier adjustments for loss had been made.

SELECTED HISTORICAL AND PRO FORMA FINANCIAL AND OPERATING DATA

The following tables set forth, for the periods and as of the dates indicated, the selected historical financial and operating data of Enable Midstream Partners, LP, which is derived from the historical books and records of the partnership, the selected historical financial and operating data of Enogex, which is derived from the historical books and records of Enogex, and the pro forma financial and operating data of Enable Midstream Partners, LP. On May 1, 2013 (formation), OGE Energy and ArcLight indirectly contributed 100% of the equity interests in Enogex to the partnership in exchange for common units and, for OGE Energy only, interests in our general partner. The transaction was considered a business combination for accounting purposes, with the partnership considered the acquirer of Enogex. Subsequent to May 1, 2013, the financial and operating data of the partnership are consolidated to reflect the acquisition of Enogex and the retention of certain assets and liabilities by CenterPoint Energy. The following tables should be read together with, and are qualified in their entirety by reference to, the historical and unaudited pro forma combined and consolidated financial statements, as applicable, and the accompanying notes included elsewhere in this prospectus.

The selected historical financial and operating data of Enable Midstream Partners, LP for the years ended December 31, 2012, 2011 and 2010 and balance sheet data as of December 31, 2012 and 2011 is derived from and should be read in conjunction with the audited historical combined financial statements of the partnership included elsewhere in this prospectus. The selected historical financial and operating data of Enable Midstream Partners, LP for the nine months ended September 30, 2013 and 2012 and balance sheet data as of September 30, 2013 is derived from and should be read in conjunction with the unaudited historical condensed combined and consolidated financial statements included elsewhere in this prospectus. The selected historical financial data of Enable Midstream Partners, LP as of December 31, 2009 and 2008 and for the years ended December 31, 2009 and 2008 are derived from the partnership's unaudited historical combined financial statements that are not included in this prospectus. The operating data for all periods is unaudited. The following table should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations."

The selected unaudited pro forma financial and operating data is derived from and should be read in conjunction with the unaudited pro forma combined financial statements of Enable Midstream Partners, LP included elsewhere in this prospectus. The pro forma balance sheet assumes that the offering occurred as of September 30, 2013 and the pro forma condensed combined statements of income for the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012 assume that our formation transactions and this offering, with respect to unit and per unit information, occurred as of January 1, 2012. These transactions include, and the pro forma financial data gives effect to, the following:

- The acquisition of Enogex on May 1, 2013, including (1) the incremental depreciation and amortization incurred on the fair value adjustment of Enogex's assets, (2) adjustments to revenue and cost of sales to reflect purchase price adjustments for the recurring impact of certain loss contracts and deferred revenues and (3) a reduction to interest expense for recognition of a premium on Enogex's fixed rate senior notes;
- A reduction in the historical interest income received on the notes receivable—affiliated companies from CenterPoint Energy, which were paid off at formation, and the interest expense incurred on notes payable—affiliated companies to CenterPoint Energy and OGE Energy prior to May 1, 2013, which were repaid at formation;
- The entrance into a $1.05 billion 3-year senior unsecured term loan facility by the partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- The entrance into a $1.4 billion senior unsecured revolving credit facility by the partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- A reduction for the elimination of federal and state income taxes, except for Texas state margin taxes;
- A reduction in the partnership's interest in SESH from 50% to 24.95%;

- The consummation of this offering and our issuance of common units to the public and the conversion of common units of CenterPoint Energy and common units of OGE Energy into subordinated units; and
- The application of the net proceeds of this offering as described in "Use of Proceeds."

The pro forma financial data does not give effect to the estimated $3 million in incremental annual operation and maintenance expense we expect to incur as a result of being a publicly traded partnership. The unaudited pro forma adjustments do not give effect to any potential cost savings or other operating efficiencies from the integration of the partnership and Enogex. The pro forma financial data does not reflect adjustments for the execution of service agreements with CenterPoint Energy and OGE Energy upon formation since the costs under these service agreements were previously incurred by the partnership and Enogex on a similar basis. The pro forma financial data does not adjust for acquisition related costs since the partnership incurred no acquisition related costs in the Condensed Combined and Consolidated Statement of Income during any period presented based upon the terms in the master formation agreement. For a description of the step acquisition gain, please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Pro Forma."

The following tables include the financial measures of gross margin, which we use as a measure of performance, Adjusted EBITDA, which we use as a measure of performance and liquidity, and distributable cash flow, which we use as a measure of liquidity. Gross margin, Adjusted EBITDA and distributable cash flow are not calculated and presented in accordance with GAAP. We define gross margin as total revenues minus cost of goods sold, excluding depreciation and amortization. We define Adjusted EBITDA as net income from continuing operations before interest expense, income tax expense, depreciation and amortization expense and certain other items management believes affect the comparability of operating results. For a reconciliation of gross margin, Adjusted EBITDA and distributable cash flow to their most directly comparable financial measures calculated and presented in accordance with GAAP, please see "—Non-GAAP Financial Measures."

	Enable Midstream Partners, LP Historical							Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,					Nine Months Ended September 30,		Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2009	2008	2013	2012	2012	2013	2012
	(In millions, except for unit, per unit and operating data)									
Results of Operations Data:										
Revenues	$ 952	$ 932	$ 871	$ 813	$ 937	$ 1,665	$ 686	$ 2,564	$ 2,296	$ 1,866
Cost of goods sold, excluding depreciation and amortization	129	101	98	131	221	827	75	1,238	1,312	882
Operation and maintenance	267	263	233	242	199	302	191	446	366	323
Depreciation and amortization	106	91	77	63	58	148	78	273	205	198
Impairments	—	—	—	—	—	12	—	—	12	—
Gain on insurance proceeds	—	—	—	—	—	—	—	(8)	—	(8)
Taxes other than income	34	37	37	35	26	37	28	57	45	46
Operating income	416	440	426	342	433	339	314	558	356	425
Interest expense	(85)	(90)	(83)	(72)	(71)	(53)	(65)	(45)	(35)	(33)
Equity in earnings of equity method affiliates	31	31	29	29	35	12	25	18	9	15
Interest income—affiliated companies	21	14	9	10	23	9	15	—	—	—
Step acquisition gain	136	—	—	—	—	—	136	136	—	136
Other, net	—	—	(2)	1	1	—	1	(4)	9	—
Income before income taxes	519	395	379	310	421	307	426	663	339	543
Income tax expense (benefit)	203	163	155	113	159	(1,195)	160	3	1	2
Net income	$ 316	$ 232	$ 224	$ 197	$ 262	$ 1,502	$ 266	$ 660	$ 338	$ 541
Less: Net income attributable to noncontrolling interest	—	—	—	—	—	2	—	2	2	2
Net income attributable to Enable Midstream Partners, LP	$ 316	$ 232	$ 224	$ 197	$ 262	$ 1,500	$ 266	$ 658	$ 336	$ 539
Number of outstanding limited partner units										
Basic and diluted earnings per limited partner unit										
Balance Sheet Data (at period end):										
Property, plant and equipment, net	$ 4,705	$ 4,070	$ 3,876	$ 3,198	$ 2,753	$ 8,831	$ 4,655			
Total assets	6,482	5,796	5,463	4,534	4,366	10,950	6,442			
Long-term debt, including current portion	1,762	1,568	1,671	1,179	1,294	2,295	1,789			
Enable Midstream Partners, LP Partners' Capital	3,215	2,898	2,666	2,442	2,245	8,152	3,167			
Cash Flow Data:										
Net cash flows provided by (used in):										
Operating activities	$ 451	$ 662	$ 308	$ 306	$ 351	$ 472	$ 357			
Investing activities	(645)	(560)	(800)	(195)	(683)	63	(576)			
Financing activities	194	(102)	492	(111)	332	(511)	221			
Other Financial Data:										
Gross margin	$ 823	$ 831	$ 773	$ 682	$ 716	$ 838	$ 611	$ 1,326	$ 984	$ 984
Adjusted EBITDA	$ 561	$ 570	$ 543	$ 440	$ 493	$ 517	$ 424	$ 837	$ 586	$ 628
Distributable cash flow								$ 612	$ 414	$ 477
Operating Data:										
Gathered volumes—TBtu	874	794	647	426	421	801	663	1,391	985	1,041
Gathered volumes—TBtu/d	2.39	2.17	1.77	1.17	1.15	3.62	2.42	3.80	3.61	3.80
Natural gas processed volumes—TBtu	80	47	57	22	26	270	44	437	397	306
Natural gas processed volumes—TBtu/d	0.22	0.13	0.16	0.06	0.07	1.48	0.16	1.20	1.46	1.12
Total NGLs sold—millions of gallons/d	0.25	0.09	0.12	0.14	0.07	1.66	0.20	2.64	2.49	2.58
Transported volumes—TBtu	1,378	1,596	1,704	1,610	1,551	1,277	1,034	2,139	1,537	1,596
Transportation volumes—TBtu/d	3.76	4.37	4.67	4.41	4.24	4.32	3.77	5.36	5.05	5.37
Interstate firm contracted capacity—Bcf/d	7.30	7.33	7.44	7.13	7.30	7.17	7.37	7.30	7.17	7.37
Intrastate average deliveries—TBtu/d	—	—	—	—	—	0.90	—	1.60	1.59	1.60

Non-GAAP Financial Measures

For a discussion of the non-GAAP financial measures of Adjusted EBITDA, distributable cash flow and gross margin, please read "Summary—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures." The following table presents a reconciliation of (i) gross margin to revenues, (ii) Adjusted EBITDA and distributable cash flow to net income attributable to controlling interest and (iii) Adjusted EBITDA to net cash provided by operating activities, in each case, the most directly comparable GAAP financial measures, on a historical basis and pro forma basis, as applicable, for each of the periods indicated.

	Enable Midstream Partners, LP Historical					Enable Midstream Partners, LP Historical		Enable Midstream Partners, LP Pro Forma		
	Year Ended December 31,					Nine months Ended September 30, 2013		Year Ended December 31,	Nine Months Ended September 30,	
	2012	2011	2010	2009	2008	2013	2012	2012	2013	2012
	(In millions)									
Reconciliation of Gross Margin to Revenue:										
Revenues	$ 952	$ 932	$ 871	$ 813	$ 937	$ 1,665	$ 686	$ 2,564	$ 2,296	$ 1,866
Cost of goods sold, excluding depreciation and amortization	129	101	98	131	221	827	75	1,238	1,312	882
Gross margin	$ 823	$ 831	$ 773	$ 682	$ 716	$ 838	$ 611	$ 1,326	$ 984	$ 984
Reconciliation of Adjusted EBITDA and distributable cash flow to net income attributable to controlling interest:										
Net income attributable to Enable Midstream Partners, LP	$ 316	$ 232	$ 224	$ 197	$ 262	$ 1,500	$ 266	$ 658	$ 336	$ 539
Add:										
Depreciation and amortization expense	106	91	77	63	58	148	78	273	205	198
Interest expense, net of interest income	64	76	74	62	48	44	50	45	35	33
Income tax expense (benefit)	203	163	155	113	159	(1,195)	160	3	1	2
EBITDA	$ 689	$ 562	$ 530	$ 435	$ 527	$ 497	$ 554	$ 979	$ 577	$ 772
Add:										
Impairment	—	—	—	—	—	12	—	—	12	—
Distributions from equity method affiliates	39	39	42	34	1	20	31	20	16	15
Less:										
Equity in earnings of equity method affiliates	(31)	(31)	(29)	(29)	(35)	(12)	(25)	(18)	(9)	(15)
Gain on insurance proceeds	—	—	—	—	—	—	—	(8)	—	(8)
Gain on disposition	—	—	—	—	—	—	—	—	(10)	—
Step acquisition gain	(136)	—	—	—	—	—	(136)	(136)	—	(136)
Adjusted EBITDA	$ 561	$ 570	$ 543	$ 440	$ 493	$ 517	$ 424	$ 837	$ 586	$ 628
Less:										
Adjusted interest expense, net								(55)	(43)	(41)
Expansion capital expenditures								(902)	(409)	(736)
Maintenance capital expenditures								(167)	(127)	(108)
Incremental operation and maintenance expense of being a public entity								(3)	(2)	(2)
Demand fees associated with legacy marketing business loss contracts								(10)	(8)	(8)
Add:										
Borrowings to fund demand fees associated with legacy marketing business loss contracts								10	8	8
Borrowings for expansion capital expenditures								902	409	736
Distributable cash flow								$ 612	$ 414	$ 477
Reconciliation of Adjusted EBITDA to net cash provided by operating activities:										
Net cash provided by operating activities	$ 451	$ 662	$ 308	$ 306	$ 351	$ 472	$ 357			
Interest expense, net of interest income	64	76	74	62	48	44	50			
Net income attributable to noncontrolling interest	—	—	—	—	—	(2)	—			
Income tax expense (benefit)	203	163	155	113	159	(1,195)	160			
Deferred income tax (expense) benefit	(196)	(176)	(184)	(163)	(65)	1,197	(132)			
Equity in earnings of equity method affiliates, net of distributions	(8)	(8)	(13)	18	34	(8)	(6)			
Impairment	—	—	—	—	—	(12)	—			
Step acquisition gain	136	—	—	—	—	—	136			
Gain on insurance proceeds										
Other non-cash items	—	—	—	—	—	(2)	—			
Changes in operating working capital which (provided) used cash:										
Accounts receivable	8	(73)	87	5	5	39	32			
Accounts payable	6	(6)	(12)	45	(41)	(10)	(24)			
Other, including changes in noncurrent assets and liabilities	25	(76)	115	49	36	(26)	(19)			
EBITDA	$ 689	$ 562	$ 530	$ 435	$ 527	$ 497	$ 554			
Add:										
Impairment	—	—	—	—	—	12	—			
Distributions from equity method affiliates	39	39	42	34	1	20	31			
Less:										
Equity in earnings of equity method affiliates	(31)	(31)	(29)	(29)	(35)	(12)	(25)			
Step acquisition gain	(136)	—	—	—	—	—	(136)			
Adjusted EBITDA	$ 561	$ 570	$ 543	$ 440	$ 493	$ 517	$ 424			

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the "Selected Historical and Pro Forma Financial and Operating Data" and the accompanying financial statements and related notes included elsewhere in this prospectus. The following discussion contains forward-looking statements that reflect our future plans, estimates, beliefs and expected performance. The forward-looking statements are dependent upon events, risks and uncertainties that may be outside our control. Our actual results could differ materially from those discussed in these forward-looking statements. Please read "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements." In light of these risks, uncertainties and assumptions, the forward-looking events discussed may not occur.

General. *We were formed in May 2013 by affiliates of CenterPoint Energy, OGE Energy and ArcLight. Pursuant to a master formation agreement, the following transactions occurred in connection with our formation:*

- *CenterPoint Energy converted CEFS into a Delaware limited partnership, which subsequently changed its name to Enable Midstream Partners, LP;*
- *CenterPoint Energy contributed certain equity interests in its subsidiaries that conduct the remaining portions of its midstream business to Enable Midstream Partners, LP; and*
- *OGE Energy and ArcLight contributed 100% of the equity interests in Enogex to Enable Midstream Partners, LP.*

The transaction was considered a business combination for accounting purposes, with the partnership considered as the acquirer of Enogex. As a result, the historical financial statements included elsewhere in this prospectus reflect the assets, liabilities and operations of the entities comprising CenterPoint Energy's interstate pipelines and field services reportable business segments for periods ending prior to May 1, 2013 and the consolidated assets, liabilities and operations of these entities and Enogex for periods ending on or after May 1, 2013. With respect to these historical periods, we refer to CenterPoint Energy's Interstate Pipelines segment as our Transportation and Storage segment and CenterPoint Energy's Field Services segment as our Gathering and Processing segment.

Supplemental Pro Forma Discussion. *The discussion of our historical interim results below includes a supplemental discussion of changes in the periods reflected in our pro forma financial statements, including the pro forma adjustments described under "Unaudited Pro Forma Condensed Combined Financial Statements."*

Overview

We are a large-scale, growth-oriented limited partnership formed to own, operate and develop strategically located natural gas and crude oil infrastructure assets. We serve key current and emerging production areas in the United States, including several premier, unconventional shale resource plays and local and regional end-user markets in the United States. Our assets and operations are organized into two business segments: (i) gathering and processing, which primarily provides natural gas gathering, processing and fractionation services and crude oil gathering for our producer customers, and (ii) transportation and storage, which provides interstate and intrastate natural gas pipeline transportation and storage service to natural gas producers, utilities and industrial customers. In both business segments, we generate a substantial portion of our gross margin under long-term, fee-based agreements that minimize our direct exposure to commodity price fluctuations.

Our natural gas gathering and processing assets are strategically located in four states and serve natural gas production from some of the most productive shale developments in the Anadarko, Arkoma and Ark-La-Tex

basins. These basins have experienced a strong increase in investment and drilling activity by exploration and production companies in recent years. We also own an emerging crude oil gathering business in the Bakken shale formation that commenced initial operations in November 2013. We are continuing to construct additional crude oil gathering capacity in this area. Our natural gas transportation and storage assets extend from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois.

Upon our formation in May 2013 as a limited partnership among OGE Energy, CenterPoint Energy and ArcLight, we became one of the largest midstream partnerships in the United States based on total assets. As of September 30, 2013, our portfolio of energy infrastructure assets included approximately 11,000 miles of gathering pipelines, 11 major processing plants with approximately 1.9 Bcf/d of processing capacity, approximately 7,800 miles of interstate pipelines (including SESH), approximately 2,300 miles of intrastate pipelines and eight storage facilities comprising 86.5 Bcf of storage capacity. We believe our scale benefits our customers by providing them with fully integrated midstream services and improved access from the wellhead to the marketplace. In addition, we believe our scale and scope will position us to be more competitive in developing new energy infrastructure assets and adding complementary services and business lines.

Our Operations

Our results are driven primarily by the volumes of natural gas that we gather, process and transport across our systems. From the year ended December 31, 2010 through the nine month period ended September 30, 2013, on a pro forma basis, we grew the average daily volume of natural gas gathered on our systems by 17%. Increases in gathered volumes also drive increases in processed volumes. Over the same periods, the average daily volume of gas processed on our systems grew by 49% on a pro forma basis. For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we generated approximately 75% of our gross margin under fee-based agreements.

Our footprint extends across both rich and lean natural gas and crude oil regions and we believe that our gathering and processing systems are well positioned to capture additional volumes from increased producer activity in these regions in the future.

As of September 30, 2013, our gathering agreements that have acreage dedications have original terms ranging from one to 15 years. These agreements generally require that production by our customers within the acreage dedication be delivered to our gathering system. As of September 30, 2013, these agreements had acreage dedications covering approximately 6.6 million gross acres with a weighted average remaining term of approximately nine years.

In addition, as of September 30, 2013, we had minimum volume commitments in lean natural gas developments of 1.6 Bcf/d with weighted average remaining terms of over nine years. We also have an emerging crude oil gathering business in the Bakken shale formation with similar minimum volume commitment contract structures. Under our minimum volume commitment contracts, our customers commit to ship a minimum annual volume of natural gas or crude oil on our gathering system, or, in lieu of shipping such volumes, to pay us periodically as if that minimum amount had been shipped.

We generate revenue in our transportation and storage business segment primarily by charging demand fees subject to any applicable tariffs for the transportation and storage of natural gas on our system. We generate our transportation and storage gross margin under long-term, fee-based agreements with a weighted average remaining contract life of over four years as of September 30, 2013. We generally do not take ownership of the natural gas that we transport and store.

The following table shows, on a pro forma basis, the components of our gross margin for the year ended December 31, 2012 and the nine months ended September 30, 2013.

	Fee-Based			
	Demand/ Commitment/ Guaranteed Return	Volume Dependent	Commodity-Based	Total
Year Ended December 31, 2012				
Gathering and Processing Segment	22%	34%	44%	100%
Transportation and Storage Segment	86%	12%	2%	100%
Partnership Weighted Average	51%	23%	26%	100%
Nine Months Ended September 30, 2013				
Gathering and Processing Segment	23%	37%	40%	100%
Transportation and Storage Segment	87%	11%	2%	100%
Partnership Weighted Average	51%	25%	24%	100%

How We Evaluate Our Operations

We use a variety of financial and operational metrics to analyze our performance. We view these metrics as important factors in evaluating our profitability and review these measurements on at least a monthly basis for consistency and trend analysis. These metrics are significant factors in assessing our operating results and profitability and include: (i) throughput volumes; (ii) gross margin; (iii) operation and maintenance expenses; and (iv) Adjusted EBITDA and distributable cash flow.

Throughput Volumes

The volume of natural gas that we gather, process, transport and store depends significantly on the level of production from natural gas wells connected to our systems. Aggregate production volumes are impacted by the overall amount of drilling and completion activity, as production must be maintained or increased by new drilling or other activity, because the production rate of a natural gas well declines over time. Producers' willingness to engage in new drilling is determined by a number of factors, the most important of which are the prevailing and projected prices of natural gas and NGLs, the cost to drill and operate a well, the availability and cost of capital and environmental and government regulations. We generally expect the level of drilling to positively correlate with long-term trends in commodity prices. Similarly, production levels nationally and regionally generally tend to positively correlate with drilling activity.

To maintain and increase gathering throughput volumes on our systems, we must continue to contract our capacity to shippers, including producers and marketers. Our transportation and storage systems compete for customers based on the type of service a customer needs, operating flexibility, receipt and delivery points and geographic flexibility and available capacity and price. We actively monitor customer activity in the areas served by our systems to pursue new supply opportunities. To maintain and increase our transportation and storage volumes, we must continue to contract our capacity to shippers, including producers, marketers, LDCs, power generators and end-users.

Gross Margin

We view gross margin as an important performance measure of the core profitability of our business, as well as our operating performance as compared to that of other companies in our industry, without regard to financing methods, historical cost basis, capital structure or the impact of fluctuating commodity prices. We define gross margin as total revenues minus costs of goods sold, excluding depreciation and amortization. Gross margin allows us to make a meaningful comparison of the operating results between our fee-based contacts, which do not involve the purchase or sale of natural gas and/or crude oil, and our commodity-based contracts, which do. In

addition, gross margin allows us to make a meaningful comparison of the results of our commodity-based activities across different commodity price environments because it measures the spread between the product sales price and cost of products sold. Please read “Selected Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures.”

Operation and Maintenance Expenses

We seek to maximize the profitability of our operations by effectively managing operation and maintenance expenses. These expenses are comprised primarily of labor expenses, lease costs, utility costs, insurance premiums and repairs and maintenance expenses. These expenses generally remain relatively stable across broad ranges of throughput volumes but can fluctuate from period to period depending on the mix of activities performed during that period and the timing of these expenses. We will seek to manage our maintenance expenditures on our assets by scheduling maintenance over time to avoid significant variability in our maintenance expenditures and minimize their impact on our cash flow.

The current high levels of crude oil exploration, development and production activities are increasing competition for personnel and equipment. This increased competition is placing upward pressure on the prices we pay for labor, supplies and miscellaneous equipment. To the extent we are unable to procure necessary services or offset higher costs, our operating results will be negatively impacted.

Adjusted EBITDA and Distributable Cash Flow

We define Adjusted EBITDA as net income from continuing operations before interest expense, income tax expense, depreciation and amortization expense and certain other items management believes affect the comparability of operating results. Distributable cash flow will not reflect changes in working capital balances. Please read “Selected Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures.”

Note About Non-GAAP Financial Measures

Gross margin, Adjusted EBITDA and distributable cash flow are not financial measures presented in accordance with GAAP. We believe that the presentation of these non-GAAP financial measures will provide useful information to investors in assessing our financial condition and results of operations.

Revenue is the GAAP measure most directly comparable to gross margin, and net income and net cash provided by operating activities are the GAAP measures most directly comparable to Adjusted EBITDA and distributable cash flow. Our non-GAAP financial measures should not be considered as alternatives to the most directly comparable GAAP financial measure. Each of these non-GAAP financial measures has important limitations as an analytical tool because it excludes some but not all items that affect the most directly comparable GAAP financial measure. You should not consider gross margin, Adjusted EBITDA and distributable cash flow in isolation or as a substitute for analysis of our results as reported under GAAP. Because gross margin, Adjusted EBITDA and distributable cash flow may be defined differently by other companies in our industry, our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

Management compensates for the limitations of gross margin, Adjusted EBITDA and distributable cash flow as analytical tools by reviewing the comparable GAAP measures, understanding the differences between gross margin, Adjusted EBITDA and distributable cash flow, on the one hand, and revenue, net income and net cash provided by operating activities, on the other hand, and incorporating this knowledge into its decision-making processes. We believe that investors benefit from having access to the same financial measures that our management uses in evaluating our operating results. For a reconciliation of gross margin, Adjusted EBITDA and distributable cash flow to their most directly comparable financial measures calculated and presented in accordance with GAAP, please read “Selected Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures.”

Items Affecting the Comparability of Our Financial Results

Our future results of operations may not be comparable to our historical results of operations for the reasons described below.

Formation of Partnership. For accounting purposes, we treat the formation of our partnership on May 1, 2013 as an acquisition, with the partnership as the acquirer of Enogex. As a result, our historical results of operations for periods prior to May 1, 2013 do not include the results of operations of Enogex.

Operation and Maintenance Expenses. We have entered into services agreements with each of OGE Energy and CenterPoint Energy pursuant to which they perform certain administrative services for us that are generally consistent with the level and type of services they provided to each of their respective businesses prior to our formation. These services include accounting, finance, legal, risk management, information technology and human resources. We are required to reimburse OGE Energy and CenterPoint Energy for their direct expenses or, where the direct expenses cannot reasonably be determined, an allocated cost as set forth in the agreements. Our reimbursement obligations are capped at amounts set forth in our annual budget. The initial term of the services agreements ends in May 2016, after which date they continue on a year-to-year basis unless terminated by us upon 90 days' notice.

Historically, our general and administrative expenses included direct monthly charges for the management and operation of our logistics assets and certain expenses allocated by our sponsors for general corporate services, such as treasury, accounting and legal services. These expenses were charged or allocated to us based on conventions accepted by the regulators of OGE Energy's and CenterPoint Energy's regulated utility assets. For additional information, please see Note 10 to the Unaudited Condensed Combined and Consolidated Financial Statements for the nine months ended September 30, 2013 and 2012.

We also expect to incur approximately $3 million of incremental annual operation and maintenance expense as a result of being a publicly traded partnership.

Income Tax Expenses. Prior to our formation, our assets were included in CenterPoint Energy's consolidated federal income tax returns, which were taxed at the entity level as a C corporation. Following our formation, we are treated as a partnership for federal income tax purposes, with each partner being separately taxed on its share of taxable income; therefore, there is no income tax expense in our financial statements subsequent to May 1, 2013 (other than Texas state margin taxes). As a result of the conversion to a limited partnership, we recorded a one-time income tax benefit of $1.24 billion in the nine months ended September 30, 2013.

Financing. Upon our formation, we entered into our $1.05 billion three-year term loan facility, the proceeds of which were used to repay $1.05 billion of intercompany indebtedness owed to CenterPoint Energy. In addition, upon our formation, we entered into a $1.4 billion five-year revolving credit facility. Initial advances under the revolving credit facility were used for general partnership purposes and to refinance the Enogex revolving credit facility, which was terminated in connection with our formation, and existing indebtedness owing by Enogex to OGE Energy as of May 1, 2013. Please read "—Liquidity and Capital Resources."

Cash Distributions. Following the closing of this offering, we intend to make cash distributions to our unitholders at an initial distribution rate of $ per unit per quarter ($ per unit on an annualized basis). Our partnership agreement requires that we distribute to our unitholders quarterly all of our available cash. As a result, we expect to fund future capital expenditures primarily from external sources, including borrowings under our revolving credit facility and future issuances of equity and debt securities.

General Trends and Outlook

We expect our business to continue to be affected by the key trends discussed below. Our expectations are based on assumptions made by us and information currently available to us. To the extent our underlying assumptions about, or interpretations of, available information prove to be incorrect, our actual results may vary materially from our expected results.

Natural Gas Supply and Demand Dynamics

Natural gas continues to be a critical component of energy supply and demand in the United States. Over the long term, we believe that the prospects for continued natural gas demand are favorable and will be driven by population and economic growth, as well as the continued displacement of coal-fired electricity generation by natural gas-fired electricity generation due to the low prices of natural gas and stricter government environmental regulations on the mining and burning of coal. According to the EIA, demand for natural gas in the electric power sector is projected to increase from approximately 7.6 Tcf in 2011 to approximately 9.5 Tcf in 2040, with a portion of the growth attributable to the retirement of 49 gigawatts of coal-fired capacity by 2022. The EIA also projects that natural gas consumption in the industrial sector will be higher due to the rejuvenation of the industrial sector as it benefits from surging shale gas production that is accompanied by slow price growth, particularly from 2011 through 2019, when the price of natural gas is expected to remain below 2010 levels. However, the EIA expects growth in natural gas consumption for power generation and in the industrial sector to be partially offset by decreased usage in the residential sector related primarily to decreased demand for natural gas supplied home heating. We believe that increasing consumption of natural gas will continue to drive natural gas drilling and production over the long term throughout the United States.

Growth in Production of U.S. Shale Plays

Over the past several years, there has been a fundamental shift in U.S. natural gas production towards unconventional resources, defined by the EIA as natural gas produced from shale formations and coal beds. The emergence of unconventional natural gas plays and advancements in technology have been crucial factors that have allowed producers to efficiently extract significant volumes of natural gas from these plays, and, more recently, crude oil from shale formation plays. According to the EIA, the dual application of horizontal drilling and hydraulic fracturing has been the primary driver of increases in shale gas production. The development of these unconventional sources has offset declines in other, more traditional U.S. natural gas supply sources, which has helped meet growing consumption and lowered the need for imported natural gas. In fact, the EIA predicts that the U.S. will become a net exporter of natural gas starting in 2020.

Growth in the Williston Basin

In the Williston basin, the Bakken Formation is located across the Northern Great Plains in Montana, North Dakota and South Dakota up into Canada. According to the EIA, the Bakken region now accounts for a little over 10% of total U.S. oil production and is expected to be the fourth region (along with the Gulf of Mexico, Eagle Ford basin and Permian basin) producing more than 1,000 MBbl/d in the nation in December 2013. The growth of crude oil production in the Bakken region is part of a longer-term trend in drilling efficiency gains and has led North Dakota to rank second in crude oil production in the United States, behind only Texas.

Interest Rates

Interest rates have been volatile in recent periods. If interest rates rise, our future financing costs under our revolving credit facility and any other debt instruments will increase accordingly. In addition, because our common units are yield-based securities, rising market interest rates could impact the relative attractiveness of our common units to investors, which could limit our ability to raise funds, or increase the price of raising funds, in the capital markets and may limit our ability to expand our operations or make future acquisitions.

Regulatory Compliance

The regulation of gathering and transmission pipelines, storage and related facilities by FERC and other federal and state regulatory agencies, including the DOT, has a significant impact on our business. For example, the DOT's Pipeline and Hazardous Materials Safety Administration, or PHMSA, has established pipeline integrity management programs that require more frequent inspections of pipeline facilities and other preventative measures, which may increase our compliance costs and increase the time it takes to obtain required permits. Additionally, increased regulation of oil and natural gas producers, including regulation associated with hydraulic fracturing, could reduce regional supply of oil and natural gas and therefore throughput on our gathering systems. For more information see "Business—Rate and Other Regulation."

Results of Operations—Pro Forma

The discussion of the results of operations presented below covers our pro forma results of operations. These pro forma results may not be indicative of future results or of actual historical results had the transactions described therein occurred as of the dates indicated or the results of operations that might be achieved for any future periods. Please read "Unaudited Pro Forma Condensed Combined Financial Statements."

The following table provides a summary of our results of operations on a pro forma basis for the nine months ended September 30, 2013 compared to the nine months ended September 30, 2012, and for the year ended December 31, 2012.

Pro forma Nine Months Ended September 30, 2013	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 1,605	$ 1,082	$ (391)	$ 2,296
Cost of goods sold (excluding depreciation and amortization)	1,045	656	(389)	1,312
Gross margin on revenues	560	426	(2)	984
Operation and maintenance	202	166	(2)	366
Depreciation and amortization	126	79	—	205
Impairment	12	—	—	12
Taxes other than income	17	28	—	45
Operating income	$ 203	$ 153	$ —	$ 356
Equity in earnings of equity method affiliates	$ —	$ 9	$ —	$ 9

Pro forma Nine Months Ended September 30, 2012	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 1,242	$ 841	$ (217)	$ 1,866
Cost of goods sold (excluding depreciation and amortization)	709	388	(215)	882
Gross margin on revenues	533	453	(2)	984
Operation and maintenance	173	152	(2)	323
Depreciation and amortization	126	72	—	198
Gain on insurance proceeds	(8)	—	—	(8)
Taxes other than income	14	32	—	46
Operating income	$ 228	$ 197	$ —	$ 425
Equity in earnings of equity method affiliates	$ 5	$ 10	$ —	$ 15

Pro forma Year Ended December 31, 2012	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(in millions)		
Revenues	$ 1,728	$ 1,141	$ (305)	$ 2,564
Cost of goods sold (excluding depreciation and amortization)	991	550	(303)	1,238
Gross margin on revenues	737	591	(2)	1,326
Operation and maintenance	240	208	(2)	446
Depreciation and amortization	182	91	—	273
Gain on insurance proceeds	(8)	—	—	(8)
Taxes other than income	18	39	—	57
Operating income	$ 305	$ 253	$ —	$ 558
Equity in earnings of equity method affiliates	$ 5	$ 13	$ —	$ 18

Gathering and Processing

Our gathering and processing business segment reported pro forma operating income of $203 million in the nine months ended September 30, 2013 compared to $228 million in the nine months ended September 30, 2012. Pro forma operating income declined $25 million primarily due to an increase in operation and maintenance expenses of $29 million, an impairment of $12 million in the nine months ended September 30, 2013, and a $8 million gain on insurance proceeds recognized in the nine months ended September 30, 2012, partially offset by an increase in pro forma gross margin of $27 million. Our gathering and processing business segment reported pro forma operating income of $305 million in the year ended December 31, 2012.

Pro forma gross margin increased $27 million from the nine months ended September 30, 2012 to the nine months ended September 30, 2013 primarily due to the acquisition of Waskom and other acquisitions of $24 million and $9 million, respectively, higher gathering and processing fixed-fee volumes of $68 million, higher natural gas prices of $17 million and increased processing margins of $4 million, partially offset by a decline in customer volumes of $15 million and a decline in NGL price spreads between Conway and Mont Belvieu, along with the conversion of a processing contract from keep-whole to fixed-fee resulting in an $80 million decline. Our pro forma gross margin was $737 million in the year ended December 31, 2012.

Pro forma operation and maintenance expenses increased $29 million from the nine months ended September 30, 2012 to the nine months ended September 30, 2013 primarily due to an increase in general and administrative expenses related to an increase in payroll related expense of $18 million to support business growth, partially due to growth from other acquisitions and an increased headcount, $3 million in contract and service expenses, higher non-capital costs of $2 million, integration costs of $2 million, increased rental expense of $1 million due to additional leased compression, and an increase in amounts charged from affiliates of $1 million. Our pro forma operation and maintenance expense was $240 million in the year ended December 31, 2012.

The impairment charge of $12 million was a result of an impairment loss during the nine months ended September 30, 2013 on the assets of the Service Star business line, a component of the gathering and processing business segment that provides measurement and communication services to third parties. Upon formation as a private limited partnership on May 1, 2013, management of the partnership reassessed the long-term strategy related to Service Star. Based on forecasted future undiscounted cash flows, management determined that the carrying value of the Service Star assets were not fully recoverable. Applying a discounted cash flow model to the property, plant and equipment and reviewing the associated materials and supplies inventory, during the nine months ended September 30, 2013, the partnership recognized a $12 million impairment charge, consisting of a $10 million write-down of property, plant and equipment and a $2 million write-down of materials and supplies inventory considered either excess or obsolete. We did not have any material impairment charges in the year ended December 31, 2012.

Pro forma gain on insurance proceeds related to the reimbursement costs incurred to replace the damaged train at the Cox City natural gas processed plant of $8 million in the nine months ended September 30, 2012. Our pro forma gain on insurance proceeds was $8 million in the year ended December 31, 2012.

Pro forma Equity Earnings. Our gathering and processing business segment recorded pro forma equity income of $5 million for the nine months ended September 30, 2012 from its 50% interest in Waskom. This amount is included in equity in earnings of equity method affiliates under the Other Income (Expense) caption in the Unaudited Pro Forma Statements of Condensed Combined and Consolidated Income. Beginning on August 1, 2012, financial results for Waskom are consolidated (combined) and included in pro forma operating income. Our pro forma equity in earnings was $5 million in the year ended December 31, 2012.

Transportation and Storage

Our transportation and storage business segment reported pro forma operating income of $153 million in the nine months ended September 30, 2013 compared to $197 million in the nine months ended September 30, 2012. Pro forma operating income decreased $44 million resulting primarily from a decline in gross margin of $27 million, an increase of $14 million in operation and maintenance expenses, and an increase of $7 million in depreciation and amortization. These decreases to operating income were partially offset by a decline of $4 million in taxes other than income taxes. Our transportation and storage business segment reported pro forma operating income of $253 million in the year ended December 31, 2012.

On a pro forma basis, gross margin decreased $27 million from the nine months ended September 30, 2012 to the nine months ended September 30, 2013 primarily due to a decline in gross margins attributable to lower volumes, primarily due to lower price differentials, which negatively impacted margins on ancillary services through a $7 million reduction in balancing services, a $5 million reduction in liquid sales, a $7 million reduction to margins on off-system transportation revenues, a $4 million decline in interruptible transportation fees, and a $5 million reduction to storage demand fees. Additionally, gross margin included a storage gas loss of $3 million in the nine months ended September 30, 2013. These decreases were partially offset by continued improvements to gross margin of $7 million due to the impact of the 10-year agreements, entered into in 2010, with natural gas distribution affiliates of CenterPoint Energy.

On a pro forma basis, operation and maintenance expenses increased $14 million from the nine months ended September 30, 2012 to the nine months ended September 30, 2013 primarily due to integration costs of $6 million, a litigation settlement reserve of $5 million, and an increase in corporate service costs provided by affiliates of $2 million. Our pro forma operation and maintenance expense was $208 million in the year ended December 31, 2012.

Pro forma depreciation and amortization increased $7 million due to additional assets in-service of $4 million and the implementation of MRT’s rate case settlement of $3 million during the nine months ended September 30, 2013. Our pro forma depreciation and amortization expense was $182 million in the year ended December 31, 2012.

Pro forma Equity Earnings. Our transportation and storage business segment reported pro forma equity income of $9 million and $10 million for the nine months ended September 30, 2013 and 2012, respectively, from our pro forma 24.95% interest in SESH. These amounts are included in equity in earnings of equity method affiliates under the Other Income (Expense) caption in the Unaudited Pro Forma Statements of Condensed Combined and Consolidated Income. Our pro forma equity in earnings was $13 million in the year ended December 31, 2012.

Combined and Consolidated Pro Forma Information

	Pro forma		
	Year ended December 31,	Nine Months Ended September 30,	
	2012	2013	2012
	(In millions)		
Operating Income	$ 558	$ 356	$ 425
Other Income (Expense):			
Interest expense	(45)	(35)	(33)
Equity in earnings of equity method affiliates	18	9	15
Step acquisition gain	136	—	136
Other, net	(4)	9	—
Total Other Income (Expense)	105	(17)	118
Income Before Income Taxes	663	339	543
Income tax expense	3	1	2
Net Income	$ 660	$ 338	$ 541
Less: Net income attributable to noncontrolling interest	2	2	2
Net Income attributable to Enable Midstream Partners, LP	$ 658	$ 336	$ 539

We reported pro forma net income of $338 million and $541 million in the nine months ended September 30, 2013 and 2012, respectively. The decrease in pro forma net income of $203 million was primarily attributable to a decline in pro forma operating income (discussed by segment above) of $69 million, the pro forma step acquisition gain incurred in the nine months ended September 30, 2012 on the acquisition of the previously outstanding 50% interest in Waskom of $136 million, and a decline in equity in earnings of equity method affiliates of $6 million attributable to the acquisition and consolidation (combination) of Waskom in August 2012. These decreases were partially offset by a pre-tax gain of $10 million, included in the Other, net caption in the Unaudited Pro Forma Statements of Condensed Combined and Consolidated Income, recognized in the nine months ended September 30, 2013 related to the sale of gathering assets on the Texas portion of Enogex's system. Pro forma net income was $660 million in the year ended December 31, 2012.

Historical Results of Operations—Interim Periods

The historical financial information included below reflects the assets, liabilities and operations of the entities comprising CenterPoint Energy's interstate pipelines and field services reportable business segments for periods ending prior to May 1, 2013 and the consolidated assets, liabilities and operations of these entities and Enogex for periods ending on or after May 1, 2013. With respect to these historical periods, we refer to CenterPoint Energy's Interstate Pipelines segment as our Transportation and Storage segment and CenterPoint Energy's Field Services segment as our Gathering and Processing segment.

Nine Months Ended September 30, 2013 compared to Nine Months Ended September 30, 2012

Historical Nine Months Ended September 30, 2013	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 1,135	$ 784	$ (254)	$ 1,665
Cost of goods sold (excluding depreciation and amortization)	673	406	(252)	827
Gross margin on revenues	462	378	(2)	838
Operation and maintenance	155	149	(2)	302
Depreciation and amortization	80	68	—	148
Impairment	12	—	—	12
Taxes other than income	13	24	—	37
Operating income	$ 202	$ 137	$ —	$ 339
Equity in earnings of equity method affiliates	—	$ 12	$ —	$ 12

Historical Nine Months Ended September 30, 2012	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 350	$ 374	$ (38)	$ 686
Cost of goods sold (excluding depreciation and amortization)	76	35	(36)	75
Gross margin on revenues	274	339	(2)	611
Operation and maintenance	82	111	(2)	191
Depreciation and amortization	35	43	—	78
Taxes other than income	4	24	—	28
Operating income	$ 153	$ 161	$ —	$ 314
Equity in earnings of equity method affiliates	$ 5	$ 20	$ —	$ 25

Gathering and Processing

Our gathering and processing business segment reported operating income of $202 million in the nine months ended September 30, 2013 compared to $153 million in the nine months ended September 30, 2012. Operating income increased $49 million primarily from increased margins of $188 million partially offset by an increase in operation and maintenance expenses of $73 million, an increase in depreciation and amortization of $45 million, an increase in taxes other than income of $9 million, and an impairment charge of $12 million discussed above, during the nine months ended September 30, 2013.

Gross margin increased $188 million primarily due to the acquisition of Enogex, Waskom and other acquisitions of $148 million, $24 million and $9 million, respectively, higher natural gas prices of $17 million and increased processing margins of $4 million, partially offset by a decline in customer volumes of $15 million.

Operation and maintenance expenses increased $73 million primarily due to the acquisition of Enogex, which contributed $57 million of operation and maintenance expenses, and an increase in general and administrative expenses related to an increase payroll related expense of $11 million to support business growth, partially due to growth from other acquisitions, $3 million in contract and service expenses and integration costs of $2 million.

Depreciation and amortization increased $45 million due to the additional assets placed in-service from the acquisition of Enogex and other additions of $34 million and $11 million, respectively, in the nine months ended September 30, 2013.

Taxes other than income increased $9 million due to increased ad valorem taxes as a result of additional assets placed in service from the acquisition of Enogex and other additions of $4 million and $3 million, respectively, as well as an increase in sales and use taxes in the business of $2 million.

The gathering and processing business segment recorded equity in earnings of equity method affiliates of $5 million for the nine months ended September 30, 2012 from its 50% interest in Waskom. These amounts are included in equity in earnings of equity method affiliates under the Other Income (Expense) caption in the Condensed Combined and Consolidated Statements of Income. Beginning on August 1, 2012, the financial results for Waskom are consolidated (combined) and included in operating income.

Transportation and Storage

Our transportation and storage business segment reported operating income of $137 million in the nine months ended September 30, 2013 compared to $161 million in the nine months ended 2012. Operating income decreased $24 million primarily resulting from an increase of $38 million in operation and maintenance expenses as well as $25 million in depreciation and amortization. These decreases to operating income were partially offset by an increase in gross margin of $39 million.

Gross margin increased $39 million primarily due to the acquisition of Enogex which contributed $56 million to gross margin, offset by a decline in gross margins attributable to lower volumes, primarily due to lower price differentials, which negatively impacted margins on ancillary services through a $7 million reduction in balancing services, a $5 million reduction in liquid sales, and a reduction to margins on off-system transportation revenues of $7 million. Additionally, gross margin included a storage gas loss reserve of $3 million in the nine months ended September 30, 2013. These decreases were partially offset by continued improvements to gross margin of $7 million due to the impact of the 10-year agreements, entered into in 2010, with natural gas distribution affiliates of CenterPoint Energy.

Operation and maintenance expenses increased $38 million primarily due to the acquisition of Enogex which contributed $22 million to operation and maintenance expenses and integration costs of $6 million, a litigation settlement reserve of $5 million, and an increase in corporate service costs provided by affiliates of $2 million recognized in the nine months ended September 30, 2013.

Depreciation and amortization increased $25 million primarily due to the additional assets in-service from the acquisition of Enogex of $21 million and asset additions of $2 million and the implementation of MRT's rate case settlement of $3 million during the nine months ended September 30, 2013.

The transportation and storage business segment recorded equity in earnings of equity method affiliates of $12 million and $20 million for the nine months ended September 30, 2013 and 2012, respectively, from its interest in SESH, a jointly owned pipeline. The $8 million decline in equity in earnings of equity method affiliates in the nine months ended September 30, 2013 was attributable to the reduction to our 50% historical interest in SESH on May 1, 2013, when the partnership distributed a 24.95% interest in SESH to CenterPoint Energy, of $5 million and an increase in expenditures associated with unplanned pipeline maintenance.

Combined and Consolidated Interim Information

	Historical Nine Months Ended September 30,	
	2013	2012
	(In millions)	
Operating Income	$ 339	$ 314
Other Income (Expense):		
Interest expense	(53)	(65)
Equity in earnings of equity method affiliates	12	25
Interest income—affiliated companies	9	15
Step acquisition gain	—	136
Other, net	—	1
Total Other Income (Expense)	(32)	112
Income Before Income Taxes	307	426
Income tax expense (benefit)	(1,195)	160
Net Income	$ 1,502	$ 266
Less: Net income attributable to noncontrolling	2	—
Net Income attributable to Enable Midstream Partners, LP	$ 1,500	$ 266

Net Income. We reported net income of $1.5 billion and $266 million in the nine months ended September 30, 2013 and 2012, respectively. The increase in net income of $1.23 billion was primarily attributable to a positive impact from income taxes of $1.36 billion, the acquisition of Enogex on May 1, 2013 of $54 million, and a decrease in interest expense of $20 million (excluding the impact of interest on debt acquired

with Enogex) offset by a decrease in operating income of $38 million (excluding the impact of the acquisition of Enogex and discussed by business segment above) and a decrease in equity earnings in equity method affiliates of $13 million (discussed by business segment above), and a decrease in interest income of $6 million as a result of the a reduction in notes receivable in the nine months ended September 30, 2013. Additionally, we recorded a step acquisition gain of $136 million in the nine months ended September 30, 2012 attributed to the acquisition of the outstanding 50% interest in Waskom in August 2012.

Interest Expense. Interest expense decreased $12 million primarily due to lower interest rates on the term loan facility and revolving credit facility, which were entered into May 1, 2013, and a reduction in borrowings of $20 million (excluding the impact of debt acquired with Enogex), offset by an increase in interest expense incurred on the debt assumed with the acquisition of Enogex of $8 million.

Income Tax Expense. Effective May 1, 2013, upon conversion to a limited partnership, the partnership's earnings are no longer subject to income taxes (other Texas state margin taxes). As a result of the conversion to a partnership, we derecognized our outstanding current income tax liabilities and deferred income tax asset and liabilities by recording a provision for income tax benefit equal to $1.24 billion. Consequently, the Condensed Combined and Consolidated Statement of Income for the nine months ended September 30, 2013 does not include an income tax provision for income earned on or after May 1, 2013 (other than Texas state margin taxes).

Historical Results of Operations—Annual Periods

Historical Year Ended December 31, 2012	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 502	$ 502	$ (52)	$ 952
Cost of goods sold (excluding depreciation and amortization)	124	55	(50)	129
Gross margin on revenues	378	447	(2)	823
Operation and maintenance	114	155	(2)	267
Depreciation and amortization	50	56	—	106
Taxes other than income	5	29	—	34
Operating income	$ 209	$ 207	$ —	$ 416
Equity in earnings of equity method affiliates	$ 5	$ 26	$ —	$ 31

Historical Year Ended December 31, 2011	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 415	$ 553	$ (36)	$ 932
Cost of goods sold (excluding depreciation and amortization)	70	65	(34)	101
Gross margin on revenues	345	488	(2)	831
Operation and maintenance	111	154	(2)	263
Depreciation and amortization	37	54	—	91
Taxes other than income	5	32	—	37
Operating income	$ 192	$ 248	$ —	$ 440
Equity in earnings of equity method affiliates	$ 10	$ 21	$ —	$ 31

Historical Year Ended December 31, 2010	Gathering and Processing	Transportation and Storage	Eliminations	Enable Midstream Partners, LP
		(In millions)		
Revenues	$ 340	$ 601	$ (70)	$ 871
Cost of goods sold (excluding depreciation and amortization)	75	91	(68)	98
Gross margin on revenues	265	510	(2)	773
Operation and maintenance	80	155	(2)	233
Depreciation and amortization	25	52	—	77
Taxes other than income	4	33	—	37
Operating income	$ 156	$ 270	$ —	$ 426
Equity in earnings of equity method affiliates	$ 10	$ 19	$ —	$ 29

Gathering and Processing

2012 Compared to 2011. Our gathering and processing business segment reported operating income of $209 million for 2012 compared to $192 million for 2011. Operating income increased $17 million primarily from increased margins of $33 million due to gathering projects in the Haynesville shale, including revenues from throughput guarantees, growth in gathering services and retained natural gas volumes of $36 million, and acquisitions completed in 2012 of $34 million, partially offset by lower commodity prices of $28 million on sales of retained natural gas and a decline in processing revenues of $2 million and other contract revenue of $4 million. Operating income also increased $3 million due to the acquisition of the outstanding 50% interest in Waskom on July 31, 2012, which resulted in our consolidation (combination) of our 100% interest in Waskom, higher operation and maintenance expenses of $3 million and increased depreciation expense of $13 million attributable to additional in-service assets. Prior to August 2012, our 50% interest in Waskom was reported under equity in earnings of equity method affiliates.

2011 Compared to 2010. Our gathering and processing business segment reported operating income of $192 million for 2011 compared to $156 million for 2010. Operating income increased $36 million primarily from increased margins of $80 million due primarily to gathering projects in the Haynesville and Fayetteville shales and growth in core gathering services, including revenues from throughput guarantees of $88 million, partially offset by lower commodity prices of $10 million from sales of retained natural gas and reduced processing margins. Increases in operation and maintenance expenses of $31 million (discussed below), depreciation expense of $12 million due to an increase in assets in-service and taxes other than income of $1 million resulted primarily from the expansion of the Magnolia and Olympia gathering systems in North Louisiana. The increase in operation and maintenance in 2011 was the result of a 2010 benefit from a gain on the sale of non-strategic gathering assets by $21 million and an increase in payroll related expenses in 2011 of $7 million.

Equity Earnings. Our gathering and processing business segment recorded equity income of $5 million, $10 million and $10 million for the years ended December 31, 2012, 2011 and 2010, respectively, from its 50% interest in Waskom. These amounts are included in equity in earnings of equity method affiliates under the Other Income (Expense) caption in the Statements of Combined and Consolidated Income. Beginning on August 1, 2012, financial results for Waskom are consolidated (combined) and included in operating income.

Transportation and Storage

2012 Compared to 2011. Our transportation and storage business segment reported operating income of $207 million for 2012 compared to $248 million for 2011. Operating income decreased $41 million primarily due to lower margins resulting from a backhaul contract that expired in 2011 for $16 million, a reduction in

compressor efficiency of $8 million on the Carthage to Perryville pipeline due to lower volumes, lower off-system transportation revenues of $8 million, lower seasonal and market-sensitive transportation contracts of $7 million and a decline in margin on ancillary services of $7 million. The margin declines were partially offset by the effects of the 10-year agreements with natural gas distribution affiliates of CenterPoint Energy, which we restructured in 2010 and increased gross margin by $5 million in 2012. In addition to the lower margins, operating income decreased due to higher operation and maintenance expenses of $1 million and higher depreciation and amortization expenses of $2 million due to additional in-service assets, offset by lower taxes other than income taxes of $3 million primarily related to a decline in sales and use taxes.

2011 Compared to 2010. Our transportation and storage business segment reported operating income of $248 million for 2011 compared to $270 million for 2010. Operating income decreased $22 million primarily due to a $22 million decline in gross margin due to a backhaul contract that expired in 2011 and lower system revenues of $11 million, as well as to increased depreciation and amortization expenses of $2 million related to additional in-service assets. The effects of the restructured 10-year agreements with natural gas distribution affiliates of CenterPoint Energy, which we restructured in 2010, resulted in a decrease to gross margin of $11 million in 2011. The gross margin decreases were offset by new firm transportation contracts and higher ancillary revenues increasing gross margin by $22 million in 2011. The decline in operating income was partially offset by lower operation and maintenance expenses of $1 million and lower taxes other than income of $1 million.

Equity Earnings. Our transportation and storage business segment recorded equity in earnings of equity method affiliates of $26 million, $21 million and $19 million for the years ended December 31, 2012, 2011 and 2010, respectively, from our 50% interest in SESH. The 2012 increase in equity earnings primarily resulted from restructuring and extending a long-term agreement with an anchor shipper at the end of 2011.

These amounts are included in equity in earnings of equity method affiliates under the Other Income (Expense) caption in the Combined Statements of Income for the years ended December 31, 2012, 2011 and 2010 and for the nine months ended September 30, 2012 and in the Condensed Combined and Consolidated Statement of Income for the nine months ended September 30, 2013.

Combined Annual Historical Information

	Historical Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Operating Income	$ 416	$ 440	$ 426
Other Income (Expense):			
Interest expense—affiliated companies	(85)	(90)	(83)
Equity in earnings of equity method affiliates	31	31	29
Interest income—affiliated companies	21	14	9
Step acquisition gain	136	—	—
Other, net	—	—	(2)
Total	103	(45)	(47)
Income Before Income Taxes	519	395	379
Income tax expense	203	163	155
Net Income Attributable to Enable Midstream Partners, LP	$ 316	$ 232	$ 224

2012 Compared to 2011.

Net Income. We reported net income of $316 million for 2012 compared to $232 million for the same period in 2011. The increase in net income of $84 million was primarily due to a $136 million step acquisition gain related to the acquisition of an additional 50% interest in Waskom, a $5 million decrease in interest expense due to lower levels of debt and a $7 million increase in interest income due to an increase in notes receivable—affiliated companies in 2012. These increases were partially offset by a $24 million decline in operating income (discussed by business segment above) and an increase of $40 million in income tax expense.

Income Tax Expense. We reported an effective tax rate of 39.1% for 2012 compared to 41.3% for the same period in 2011. The decrease in the effective tax rate of 2.2% was due primarily to a $3 million reduction in state income taxes on an increase of $124 million in income before income taxes.

2011 Compared to 2010.

Net Income. We reported net income of $232 million for 2011 compared to $224 million for the same period in 2010. The increase in net income of $8 million was primarily due to a $14 million increase in operating income (discussed by business segment above) and a $5 million increase in interest income due to increased outstanding notes receivable—affiliated companies, which were partially offset by a $7 million increase in interest expense due to higher levels of debt and a $8 million increase in income tax expense.

Income Tax Expense. We reported an effective tax rate of 41.3% for 2011 compared to 40.9% for the same period in 2010. The increase in the effective tax rate of 0.4% was due to a $6 million increase in income taxes in 2011, which was partially offset by a $4 million expense recorded in 2010 to reflect a tax law change impacting the deductibility of retiree health care costs.

Liquidity and Capital Resources

Following the closing of this offering we expect our sources of liquidity to include:

- cash generated from operations;
- retained proceeds of this offering;
- borrowings under our revolving credit facility; and
- issuances of debt and equity securities.

We believe that the cash generated from these sources will be sufficient to allow us to distribute the minimum quarterly distribution on all of our outstanding common and subordinated units and meet our requirements for working capital and capital expenditures for the foreseeable future.

Capital Requirements

The midstream business is capital intensive and can require significant investment to maintain and upgrade existing operations, connect new wells to the system, organically grow into new areas and comply with environmental and safety regulations. Going forward, our capital requirements will consist of the following:

- maintenance capital expenditures, which are cash expenditures (including expenditures for the construction or development of new capital assets or the replacement, improvement or expansion of existing capital assets) made to maintain, over the long-term, our operating capacity or operating income; and
- expansion capital expenditures are cash expenditures incurred for acquisitions or capital improvements that we expect will increase our operating income or operating capacity over the long term.

As more completely discussed in "Cash Distribution Policy and Restrictions on Distributions—Significant Forecast Assumptions—Capital Expenditures," for the twelve months ending December 31, 2014, we estimate that our maintenance and expansion capital expenditures will total approximately $647 million. Our future expansion capital expenditures may vary significantly from period to period based on the investment opportunities available to us. We expect to fund future capital expenditures from cash flow generated from our operations, borrowings under our revolving credit facility or new debt offerings or the issuance of additional partnership units.

Distributions

We intend to pay a quarterly distribution at an initial rate of $ per unit, which equates to an aggregate distribution of $ million per quarter, or $ million on an annualized basis, based on the number of common and subordinated units anticipated to be outstanding immediately after the closing of this offering (an aggregate distribution of $ million per quarter, or $ million on an annualized basis, if the underwriters exercise their option to purchase additional common units). We do not have a legal obligation to make distributions except as provided in our partnership agreement.

In determining the amount of distributable cash flow, the board of directors of our general partner will determine the amount of cash reserves to set aside for our operations, including reserves for future working capital, maintenance capital expenditures, expansion capital expenditures, acquisitions and other matters, which will impact the amount of cash we are able to distribute to our unitholders. However, we expect that we will rely primarily upon external financing sources, including borrowings under our revolving credit facility and issuances of debt and equity securities, as well as cash reserves, to fund our expansion capital expenditures including acquisitions. To the extent we are unable to finance growth externally and are unwilling to establish cash reserves to fund future expansions, our distributable cash flow will not significantly increase. In addition, because we distribute all of our available cash, we may not grow as quickly as businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional units in connection with any expansion capital expenditures including acquisitions, the payment of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per unit distribution level. There are no limitations in our partnership agreement or in the terms of our revolving credit facility on our ability to issue additional units, including units ranking senior to the common units.

Revolving Credit Facility

On May 1, 2013, we entered into a $1.4 billion, five-year senior unsecured revolving credit facility (revolving credit facility). As of September 30, 2013, there was $142 million in principal advances and $1 million in letters of credit outstanding under the revolving credit facility. As of October 31, 2013, there was $180 million in principal advances and $1 million in letters of credit outstanding under the revolving credit facility.

Outstanding borrowings under the revolving credit facility bear interest at the London Interbank Offered Rate (LIBOR) and/or an alternate base rate, at our election, plus an applicable margin. The applicable margin is based on our applicable credit ratings. As of September 30, 2013, the applicable margin for LIBOR-based borrowings under the revolving credit facility was 1.625% based on our credit ratings. In addition, the revolving credit facility requires us to pay a fee on unused commitments. The commitment fee is based on our applicable credit rating from Moody's Investors Service, Inc., Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, and Fitch, Inc. As of September 30, 2013, the commitment fee under the revolving credit facility was 0.25% per annum based on our credit ratings.

Advances under the revolving credit facility are subject to certain conditions precedent, including the accuracy in all material respects of certain representations and warranties and the absence of any default or event of default. Initial advances under the revolving credit facility were used for general partnership purposes and to refinance the Enogex revolving credit facility, which was terminated in connection with our formation, and existing indebtedness owing by Enogex to OGE Energy as of May 1, 2013.

The revolving credit facility contains a financial covenant requiring us to maintain a ratio of consolidated funded debt to consolidated EBITDA as defined under the revolving credit facility as of the last day of each fiscal quarter of less than or equal to 5.00 to 1.00; provided that, for a certain period of time following the consummation by us or certain of our subsidiaries of any one or more related acquisitions with a purchase price of at least $50 million in the aggregate, the consolidated funded debt to consolidated EBITDA ratio as of the last day of each such fiscal quarter during such period would be permitted to be up to 5.50 to 1.00.

The revolving credit facility also contains covenants that restrict us and certain subsidiaries in respect of, among other things, mergers and consolidations, sales of all or substantially all assets, incurrence of subsidiary indebtedness, incurrence of liens, transactions with affiliates, designation of subsidiaries as Excluded Subsidiaries (as defined in the revolving credit facility), restricted payments, changes in the nature of their respective businesses and entering into certain restrictive agreements. Borrowings under the revolving credit facility are subject to acceleration upon the occurrence of certain defaults, including, among others, payment defaults on such facility, breach of representations, warranties and covenants, acceleration of indebtedness (other than intercompany) of $100 million or more in the aggregate, change of control, nonpayment of uninsured money judgments in excess of $100 million, and the occurrence of certain ERISA and bankruptcy events, subject where applicable to specified cure periods.

Term Loan Facility

On May 1, 2013, we entered into a $1.05 billion three-year senior unsecured term loan facility (term loan facility), the proceeds of which were used to repay $1.05 billion of intercompany indebtedness owed to CenterPoint Energy. A wholly owned subsidiary of CenterPoint Energy has guaranteed collection of our obligations under the term loan facility, which guarantee is subordinated to all senior debt of such wholly owned subsidiary of CenterPoint Energy.

Outstanding borrowings under the term loan facility bear interest at LIBOR and/or an alternate base rate, at our election, plus an applicable margin. The applicable margin is based on our applicable credit ratings. As of September 30, 2013, the applicable margin for LIBOR-based borrowings under the term loan facility was 1.625% based on our credit ratings.

The term loan facility contains a financial covenant requiring us to maintain a consolidated funded debt to EBITDA ratio as of the last day of each fiscal quarter of less than or equal to 5.00 to 1.00; provided that, for a certain period of time following the consummation by us or certain of our subsidiaries of any one or more related acquisitions with a purchase price of at least $50 million in the aggregate, the consolidated funded debt to EBITDA ratio as of the last day of each such fiscal quarter during such period would be permitted to be up to 5.50 to 1.00.

The term loan facility contains covenants that restrict us and certain subsidiaries in respect of, among other things, mergers and consolidations, sales of all or substantially all assets, incurrence of subsidiary indebtedness, incurrence of liens, transactions with affiliates, designation of subsidiaries as Excluded Subsidiaries (as defined in the term loan facility), restricted payments, changes in the nature of their respective businesses and entering into certain restrictive agreements. Borrowings under the term loan facility are subject to acceleration upon the occurrence of certain defaults, including, among others, payment defaults on such facility, breach of representations, warranties and covenants, acceleration of indebtedness (other than intercompany) of $100 million or more in the aggregate, change of control, nonpayment of uninsured money judgments in excess of $100 million, and the occurrence of certain ERISA and bankruptcy events, subject where applicable to specified cure periods.

Promissory Notes Payable to Sponsors

Certain of the entities contributed to us by CenterPoint Energy on May 1, 2013 were obligated on approximately $363 million of indebtedness owed to a wholly owned subsidiary of CenterPoint Energy. As of September 30, 2013, the $363 million notes payable—affiliated companies bear an annual interest rate of 2.10% to 2.45% and are scheduled to mature in 2017.

Enable Oklahoma Term Loan

Effective May 1, 2013 upon the acquisition of Enogex, our debt includes a $250 million variable rate term loan (Enable Oklahoma term loan).

Outstanding borrowings under the Enable Oklahoma term loan bear interest at LIBOR and/or an alternate base rate, at our election, plus an applicable margin. The applicable margin is based on Enable Oklahoma's applicable credit ratings. As of September 30, 2013, the applicable margin for LIBOR-based borrowings under the term loan facility was 1.50%.

The Enable Oklahoma term loan contains a financial covenant requiring Enable Oklahoma to maintain a consolidated funded debt to EBITDA ratio as of the last day of each fiscal quarter of less than or equal to 5.00 to 1.00; provided that, for a certain period of time following the consummation by Enable Oklahoma or certain of its subsidiaries of any one or more related acquisitions with a purchase price of at least $25 million in the aggregate, the consolidated funded debt to EBITDA ratio as of the last day of each such fiscal quarter during such period is permitted to be up to 5.50 to 1.00.

The Enable Oklahoma term loan contains covenants that restrict Enable Oklahoma and certain of its subsidiaries in respect of, among other things, mergers and consolidations, sales of all or substantially all assets, incurrence of subsidiary indebtedness, incurrence of liens, transactions with affiliates, designation of subsidiaries as Excluded Subsidiaries (as defined in the Enable Oklahoma term loan), restricted payments, changes in the nature of their respective businesses and entering into certain restrictive agreements. The Enable Oklahoma term loan is subject to acceleration upon the occurrence of certain defaults, including, among others, payment defaults on such facility, breach of representations, warranties and covenants, acceleration of indebtedness (other than intercompany) of $65 million or more in the aggregate, change of control, nonpayment of uninsured money judgments in excess of $65 million, and the occurrence of certain ERISA and bankruptcy events, subject where applicable to specified cure periods.

Enable Oklahoma Senior Notes

Effective May 1, 2013 upon the acquisition of Enogex, our debt includes $200 million of 6.875% senior notes due July 2014 and $250 million of 6.25% senior notes due March 2020 (collectively, the Enable Oklahoma senior notes).

Contractual Obligations

In the ordinary course of business we enter into various contractual obligations for varying terms and amounts. The following table includes our contractual obligations and other commitments as of September 30, 2013 and our best estimate of the period in which the obligation will be settled:

	2013	2014-2015	2016-2017	After 2017	Total
			(In millions)		
Maturities of long-term debt	$—	$ 450	$ 1,050	$ 392	$1,892
Promissory notes payable to sponsors	—	—	363	—	363
Noncancellable operating leases	2	10	2	—	14
Other purchase obligations and commitments	3	15	1	—	19
Total contractual obligations	5	475	1,416	392	2,288

Customer Concentration

We rely on certain key natural gas producer customers for a significant portion of our natural gas and NGLs supply. For the nine months ended September 30, 2013, on a pro forma basis, our top ten natural gas producer customers accounted for approximately 75% of our gathered volumes. These customers include affiliates of Encana, Shell, Exxon, Chesapeake, Apache, Continental, QEP, Devon, BP and Samson.

We rely on certain key utilities for a significant portion of our transportation and storage demand. For the nine months ended September 30, 2013, on a pro forma basis, our top transportation and storage customers by gross margin were affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP.

Our sources of liquidity have historically included cash generated from operations, our equity investments and our contributions by CenterPoint Energy, OGE Energy and ArcLight and borrowings under our revolving credit facility.

Working Capital

Working capital is the difference in our current assets and our current liabilities. Working capital is an indication of liquidity and potential need for short-term funding. The change in our working capital requirements are driven generally by changes in accounts receivable, accounts payable, commodity prices, credit extended to, and the timing of collections from, customers, and the level and timing of spending for maintenance and expansion activity. As of September 30, 2013, we had a working capital deficit of $197 million due primarily to $200 million of the current portion of long-term debt due July 2014, excluding the premiums on senior notes, that we expect to repay in 2014 upon refinancing. We utilize the revolving credit facility to manage the timing of cash flows and fund short-term working capital deficits.

Cash Flows

The following tables reflect cash flows for the applicable periods:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Net cash provided by operating activities	$ 472	$ 357
Net cash provided by (used in) investing activities	63	(576)
Net cash provided by (used in) financing activities	(511)	221

	Year ended December 31,		
	2012	2011	2010
	(In millions)		
Net cash provided by operating activities	$ 451	$ 662	$ 308
Net cash used in investing activities	(645)	(560)	(800)
Net cash provided by (used in) financing activities	194	(102)	492

Operating Activities

The increase of $115 million, or 32%, in net cash provided by operating activities for the nine months ended September 30, 2013 as compared to the nine months September 30, 2012 was primarily due to:

- the acquisition of Enogex on May 1, 2013, which added $204 million in gross margin and $78 million in operation and maintenance expenses during the nine months ended September 30, 2013; and

- excluding the acquisition of Enogex:
  - higher Gathering and Processing gross margin of $40 million;
  - lower Transportation and Storage gross margin of $17 million;
  - integration costs of $8 million, higher payroll related expenses of $11 million and higher contracts and services expenses of $3 million, all within operation and maintenance expenses; and
- the impact of the timing of payments and receipts on changes in assets and liabilities.

The decrease of $211 million, or 32%, in net cash provided by operating activities for the year ended December 31, 2012 as compared to the year ended December 31, 2011 was primarily due to:

- higher gathering and processing gross margin of $33 million;
- lower transportation and storage gross margin of $41 million;
- higher operation and maintenance expenses of $4 million; and
- the impact of the timing of payments and receipts on changes in assets and liabilities.

The increase of $354 million in net cash provided by operating activities for the year ended December 31, 2011 as compared to the year ended December 31, 2010 was primarily due to:

- higher gathering and processing gross margin of $80 million;
- lower transportation and storage gross margin of $22 million;
- higher operation and maintenance expenses of $30 million, driven by the growth in our gathering and processing segment; and
- the impact of the timing of payments and receipts on changes in assets and liabilities.

Investing Activities

The increase of $639 million in net cash provided by investing activities for the nine months September 30, 2013 as compared to the nine months September 30, 2012 was primarily due to:

- lower gathering and processing capital expenditures of $127 million;
- higher transportation and storage capital expenditures of $16 million; and
- the receipt of $514 million on notes receivable—affiliated companies.

The increase of $85 million, or 15%, in net cash used in investing activities for the year ended December 31, 2012 as compared to the year ended December 31, 2011 was primarily due to:

- higher gathering and processing capital expenditures of $211 million;
- higher transportation and storage capital expenditures of $33 million; and
- the payment of $142 million on notes receivable—affiliated companies.

The decrease of $240 million, or 30%, in net cash used in investing activities for the year ended December 31, 2011 as compared to the year ended December 31, 2010 was primarily due to:

- lower gathering and processing capital expenditures of $371 million;
- higher transportation and storage capital expenditures of $3 million; and
- the receipt of $124 million on notes receivable—affiliated companies.

Financing Activities

The increase of $732 million in net cash used in financing activities for the nine months September 30, 2013 as compared to the nine months September 30, 2012 was primarily due to:

- the net cash used in financing activities of $450 million for the nine months ended September 30, 2013 resulting from the financing transactions associated with our formation and the acquisition of Enogex on May 1, 2013, compared to net cash provided from notes payable—affiliated companies of $221 million for the nine months ended September 30, 2012; and
- the distribution of $61 million to limited partners in the nine months ended September 30, 2013.

The increase of $296 million in net cash provided by financing activities for the year ended December 31, 2012 as compared to the year ended December 31, 2011 was primarily due to:

- the issuance of $363 million in long-term notes payable—affiliated companies; and
- a decrease in short-term notes payable—affiliated companies of $67 million.

The increase of $594 million in net cash used in financing activities for the year ended December 31, 2011 as compared to the year ended December 31, 2010 was primarily due to a decrease in short-term notes payable – affiliated companies of $594 million.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements.

Credit Risk

We are exposed to certain credit risks relating to our ongoing business operations. Credit risk includes the risk that counterparties that owe us money or energy will breach their obligations. If the counterparties to these arrangements fail to perform, we may be forced to enter into alternative arrangements. In that event, our financial results could be adversely affected and the partnership could incur losses. We examine the creditworthiness of third party customers to whom we extend credit and manage our exposure to credit risk through credit analysis, credit approval, credit limits and monitoring procedures, and for certain transactions, we may request letters of credit, prepayments or guarantees.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to various market risks, including volatility in commodity prices and interest rates.

Commodity Price Risk

While we generate a substantial portion of our gross margin pursuant to long-term, fee-based contracts that include minimum volume commitments and/or demand fees, we are also exposed to changes in the prices for natural gas and NGLs at various market hubs. In the past we have managed our direct exposure to commodity prices with the use of forward commodity sales and other derivative contracts. We do not enter into risk management contracts for speculative purposes.

Interest Rate Risk

We have exposure to changes in interest rates on our indebtedness associated with our revolving credit facility and the refinancing of our existing term loans. The credit markets have recently experienced historical lows in interest rates. It is possible that interest rates could continue to rise from these low levels in the future,

which would cause our financing costs on floating rate credit facilities and future debt offerings to be higher than current levels.

Impact of Seasonality

While the results of our gathering and processing segment are not materially affected by seasonality, from time-to-time our operations can be impacted by inclement weather. Our transportation and storage segment experiences seasonal impacts associated with storage spreads, basis spreads on market-based pipelines, power plant demand and local distribution company customer demand.

Critical Accounting Policies and Estimates

Our financial statements and the related notes thereto contain information that is pertinent to Management's Discussion and Analysis. In preparing our financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Changes to these assumptions and estimates could have a material effect on the partnership's financial statements. However, the partnership believes it has taken reasonable, but conservative, positions where assumptions and estimates are used in order to minimize the negative financial impact to the partnership that could result if actual results vary from the assumptions and estimates. In management's opinion, the areas of the partnership where the most significant judgment is exercised for all partnership business segments includes the determination of impairment estimates of long-lived assets (including intangible assets) and goodwill, valuation of revenues, natural gas purchases, valuation of assets, depreciable lives of property, plant and equipment and amortization methodologies related to intangible assets and commitments and contingencies. The selection, application and disclosure of the following critical accounting estimates have been discussed with the partnership's board of directors. The partnership discusses its significant accounting policies, including those that do not require management to make difficult, subjective, or complex judgments or estimates, in Note 2 of the Notes to Combined Financial Statements and Note 1 of the Notes to Unaudited Condensed Combined and Consolidated Financial Statements.

Assessing Impairment of Long-lived assets (including Intangible Assets) and Goodwill

The partnership assesses its long-lived assets, including intangible assets with finite useful lives, for impairment when there is evidence that events or changes in circumstances require an analysis of the recoverability of an asset's carrying amount. Estimates of future cash flows used to test the recoverability of long-lived assets and intangible assets shall include only the future cash flows (cash inflows less associated cash outflows) that are directly associated with and that are expected to arise as a direct result of the use and eventual disposition of the asset. The fair value of these assets is based on third-party evaluations, prices for similar assets, historical data and projected cash flows. An impairment loss is recognized when the sum of the expected future net cash flows is less than the carrying amount of the asset. The amount of any recognized impairment is based on the estimated fair value of the asset subject to impairment compared to the carrying amount of such asset. During the nine months ended September 30, 2013, the partnership recorded a $12 million impairment on the Service Star business line, a component of our gathering and processing business segment. The partnership recorded no other material impairments in the nine months ended September 30, 2013 and 2012 or the years ended December 31, 2012, 2011 or 2010.

The partnership assesses its goodwill for impairment at least annually by comparing the fair value of the reporting unit with its book value, including goodwill. The partnership tested its goodwill for impairment on May 1, 2013 upon formation and following formation intends to begin testing annually on October 1. The partnership utilizes the market or income approaches to estimate the fair value of the reporting unit, also giving consideration to the alternative cost approach. Under the market approach, historical and current year forecasted cash flows are multiplied by a market multiple to determine fair value. Under the income approach, anticipated

cash flows over a period of years plus a terminal value are discounted to present value using appropriate discount rates. The partnership performs its goodwill impairment testing one level below the Transportation and Storage and Gathering and Processing business segment at the operating segment level. The partnership recorded no impairments of goodwill in the nine months ended September 30, 2013 and 2012 or the years ended December 31, 2012, 2011 and 2010.

Revenues

Revenues for gathering, processing, transportation and storage services for the partnership are recorded each month based on the current month's estimated volumes, contracted prices (considering current commodity prices), historical seasonal fluctuations and any known adjustments. The estimates are reversed in the following month and customers are billed on actual volumes and contracted prices. Gas sales are calculated on current-month nominations and contracted prices. Revenues associated with the production of NGLs are estimated based on current-month estimated production and contracted prices. These amounts are reversed in the following month and the customers are billed on actual production and contracted prices. Estimated revenues are reflected in Accounts Receivable on the Combined or Consolidated Balance Sheets and in Revenues on the Combined and Consolidated Statements of Income.

The partnership recognizes revenue from natural gas gathering, processing, transportation and storage services to third parties as services are provided. Revenue associated with NGLs is recognized when the production is sold.

The partnership records deferred revenue when it receives consideration from a third party before achieving certain criteria that must be met for revenue to be recognized in accordance with GAAP. The partnership has no material deferred revenues on the Combined or Consolidated Balance Sheets as of September 30, 2013, December 31, 2012 or December 31, 2011.

Natural Gas Purchases

Estimates for gas purchases are based on estimated volumes and contracted purchase prices. Estimated gas purchases are included in Accounts Payable on the Combined or Consolidated Balance Sheets and in Cost of Goods Sold, excluding depreciation and amortization on the Combined and Consolidated Statements of Income.

Valuation of Assets

The application of business combination and impairment accounting requires the partnership to use significant estimates and assumptions in determining the fair value of assets and liabilities. The acquisition method of accounting for business combinations requires the partnership to estimate the fair value of assets acquired and liabilities assumed to allocate the proper amount of the purchase price consideration between goodwill and the assets that are depreciated and amortized. The partnership records intangible assets separately from goodwill and amortizes intangible assets with finite lives over their estimated useful life as determined by management. The partnership does not amortize goodwill but instead annually assesses goodwill for impairment.

In the nine months ended September 30, 2013 and 2012 and the year ended December 31, 2012, the partnership completed acquisitions accounted for as business combinations as discussed in Note 6 of the Notes to Combined Financial Statements and Note 3 of the Notes to Unaudited Condensed Combined and Consolidated Financial Statements. As part of these acquisitions, the partnership has engaged the services of third-party valuation experts to assist it in determining the fair value of the acquired assets and liabilities, including goodwill; however, the ultimate determination of those values is the responsibility of the partnership's management. The partnership bases its estimates on assumptions believed to be reasonable, but which are inherently uncertain. These valuations require the use of management's assumptions, which would not reflect unanticipated events and circumstances that may occur.

Depreciable Lives of Property, Plant and Equipment and Amortization Methodologies Related to Intangible Assets

The computation of depreciation expense requires judgment regarding the estimated useful lives and salvage value of assets at the time the assets are placed in service. As circumstances warrant, useful lives are adjusted when changes in planned use, changes in estimated production lives of affiliated natural gas basins or other factors indicate that a different life would be more appropriate. Such changes could materially impact future depreciation expense. Changes in useful lives that do not result in the impairment of an asset are recognized prospectively. The computation of amortization expense on intangible assets requires judgment regarding the amortization method used. Intangible assets are amortized on a straight-line basis over their useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible asset are consumed.

Commitments and Contingencies

In the normal course of business, the partnership is confronted with issues or events that may result in a contingent liability. These generally relate to lawsuits or claims made by third parties, including governmental agencies. When appropriate, management consults with legal counsel and other appropriate experts to assess the claim. If, in management's opinion, the partnership has incurred a probable loss as set forth by GAAP, an estimate is made of the loss and the appropriate accounting entries are reflected in the partnership's Combined Financial Statements and Unaudited Condensed Combined and Consolidated Financial Statements.

Except as disclosed otherwise in this Form S-1, the partnership believes that any reasonably possible losses in excess of accrued amounts arising out of pending or threatened lawsuits or claims would not be quantitatively material to its financial statements and would not have a material adverse effect on the partnership's consolidated financial position, results of operations or cash flows. See Note 10 of Notes to Combined Financial Statements, Note 11 of the Notes to Unaudited Condensed Combined and Consolidated Financial Statements and under "Business—Legal Proceedings" for a discussion of the partnership's commitments and contingencies.

INDUSTRY OVERVIEW

General

We provide gathering and processing and transportation and storage services to producers and users of natural gas. We own an emerging crude oil gathering business and are constructing additional crude oil gathering assets to provide gathering and processing services to producers and users of crude oil. The market we serve, which begins at the point of production and extends to the end-user customer, is commonly referred to as the “midstream” market.

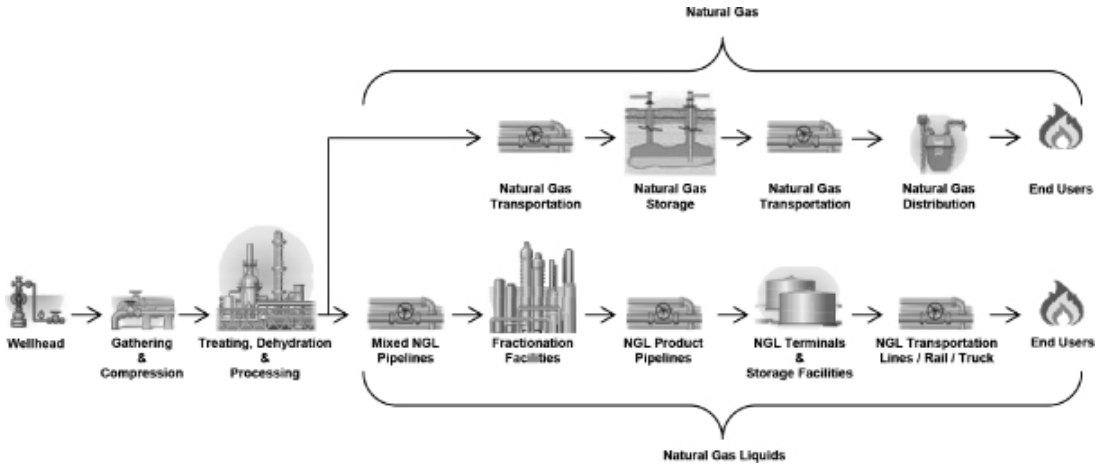
Natural Gas Industry Overview

The midstream natural gas industry is the link between the exploration and production of natural gas from the wellhead or lease and the delivery of the natural gas and its other components either to end-use markets, such as power generators and industrial consumers, or to LDCs, that make delivery to small commercial, industrial and residential consumers. Companies within this industry create value at various stages along the natural gas value chain by gathering natural gas from producers at the wellhead, processing and separating the hydrocarbons from impurities and into lean gas (primarily methane) and NGLs and then routing the separated lean gas and NGL streams for delivery to end-markets or to the next intermediate stage of the value chain.

A significant portion of natural gas produced at the wellhead contains NGLs. Natural gas produced in association with crude oil typically contains higher concentrations of NGLs than natural gas produced from gas wells. This rich natural gas is generally not acceptable for transportation in the nation’s transmission pipeline system or for residential or commercial use. Processing plants extract the NGLs, leaving residual lean gas that meets transmission pipeline quality specifications for ultimate consumption. Furthermore, processing plants produce marketable NGLs, which, on an energy equivalent basis, typically have a greater economic value as a raw material for petrochemicals and motor gasolines than as a component of the natural gas stream.

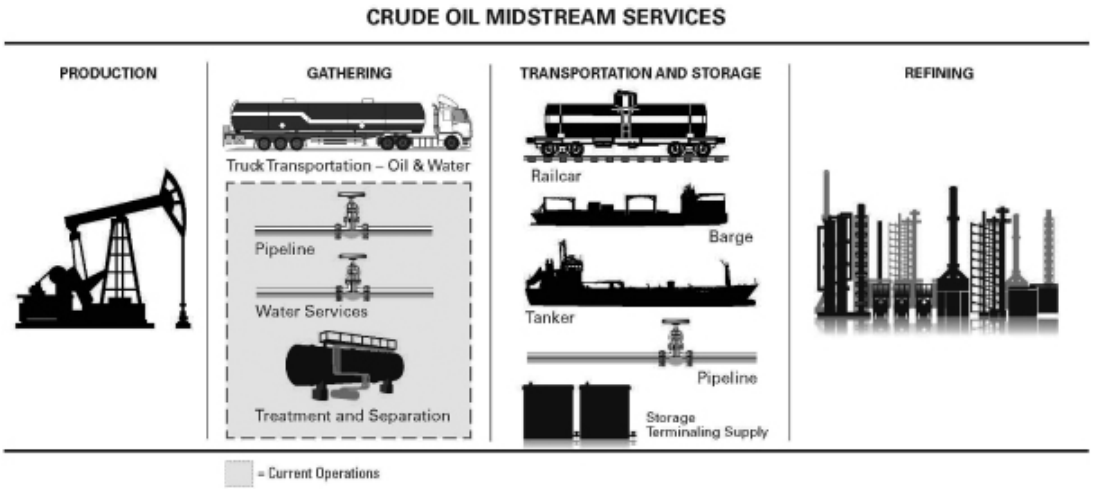
Our gathering and processing operations provide gathering and processing of natural gas from Mid-Continent basins and then flow that gas into our transportation and storage systems. Our transportation and storage operations deliver and store gas from Mid-Continent producing basins to a range of customers, including LDCs and electric utilities in nine states, including Oklahoma, Texas, Arkansas, Louisiana, Illinois and Florida.

The following diagram illustrates the groups of assets commonly found along the natural gas value chain:



Crude Oil Industry Overview

Refined petroleum products, such as jet fuel, gasoline and distillate fuel oil, are all sources of energy derived from crude oil. The diagram below depicts the segments of the crude oil value chain:



Natural Gas Midstream Services

The services provided by us and other midstream natural gas companies are generally classified into the categories described below.

Gathering

At the initial stages of the midstream value chain, a network of typically small diameter pipelines known as gathering systems directly connect to wellheads, pad sites or other receipt points in the production area. These gathering systems transport natural gas from the wellhead to downstream pipelines or a central location for treating and processing. A large gathering system may involve thousands of miles of gathering lines connected to thousands of wells. Gathering systems are typically designed to be highly flexible to allow gathering of natural gas at different pressures and scalable to allow for additional production and well connections without significant incremental capital expenditures. A by-product of the gathering process is the recovery of condensate liquids, which are sold on the open market.

Compression

Gathering systems are operated at pressures intended to enable the maximum amount of production to be gathered from connected wells. Through a mechanical process known as compression, volumes of natural gas at a given pressure are compressed to a sufficiently higher pressure, thereby allowing those volumes to be delivered into a higher pressure downstream pipeline to be brought to market. Since wells produce at progressively lower field pressures as they age, it becomes necessary to add additional compression over time to maintain throughput across the gathering system.

Treating and Dehydration

Treating and dehydration involves the removal of impurities such as water, carbon dioxide, nitrogen and hydrogen sulfide that may be present when natural gas is produced at the wellhead. These impurities must be removed for the natural gas to meet the specifications for transportation on long-haul intrastate and interstate pipelines. Moreover, end users cannot consume and will not purchase natural gas with a high level of these

impurities. To meet downstream pipeline and end user natural gas quality standards, the natural gas is dehydrated to remove water and is chemically treated to separate the impurities from the natural gas stream.

Processing

Once the impurities are removed, pipeline-quality residue gas is separated from NGLs. Most rich natural gas is not suitable for long-haul pipeline transportation or commercial use and must be processed to remove the heavier hydrocarbon components. The removal and separation of hydrocarbons during processing is possible because of the differences in physical properties between the components of the raw gas stream. There are four basic types of natural gas processing methods: cryogenic expansion, lean oil absorption, straight refrigeration and dry bed absorption. Cryogenic expansion represents the latest generation of processing, incorporating extremely low temperatures and high pressures to provide the best processing and most economical extraction.

Natural gas is processed not only to remove heavier hydrocarbon components that would interfere with pipeline transportation or the end use of the natural gas, but also to separate from the natural gas those hydrocarbon liquids that could have a higher value as NGLs than as natural gas. The principal component of residue gas is methane, although some lesser amount of entrained ethane typically remains. In some cases, processors have the option to leave ethane in the gas stream or to recover ethane from the gas stream, depending on ethane's value relative to natural gas. The processor's ability to "reject" ethane varies depending on the downstream pipeline's quality specifications. The residue gas is sold to industrial, commercial and residential customers and electric utilities. We refer to the price of NGLs in relation to the price of natural gas as the "fractionation spread."

Fractionation

The mixture of NGLs that results from natural gas processing is generally comprised of the following five components: ethane, propane, normal butane, iso-butane and natural gasoline. This mixture is often referred to as y-grade or raw-make NGL. Fractionation is the process by which this mixture is separated into the NGL components prior to their sale to various petrochemical and other industrial end users. Fractionation is accomplished by controlling the temperature of the stream of mixed liquids to take advantage of the difference in the boiling points of separate products.

Transportation and Storage

Once the raw natural gas has been treated or processed and the raw NGL mix fractionated into individual NGL components, the natural gas and NGL components are stored, transported and marketed to end-use markets. The U.S. natural gas pipeline grid transports natural gas from producing regions to customers, such as LDCs, industrial users and electric generation facilities. The concentration of natural gas production in a few regions of the United States generally requires transportation pipelines to transport gas not only within a state but also across state borders to meet national demand. Many pipeline systems have storage capacity connected to the pipeline network, ideally but not necessarily near major market centers, to help meet seasonal demand to manage daily supply-demand shifts on the network.

Interstate pipelines carry natural gas in interstate commerce and are subject to FERC regulation on (1) the rates charged for their services, (2) the terms and conditions of their services, and (3) the location, construction and abandonment of their facilities. Intrastate pipelines transport natural gas within a particular state and are typically not subject to plenary FERC regulation, but may be regulated by state agencies or commissions.

Natural gas storage plays a vital role in maintaining the reliability of gas available for deliveries. Natural gas is typically stored in underground storage facilities, including salt dome caverns and depleted reservoirs. Storage facilities are utilized by (1) pipelines, to manage temporary imbalances in operations, (2) natural gas end-users, such as LDCs, to manage the seasonality and variability of demand and to satisfy future natural gas needs and (3) independent natural gas marketing and trading companies in connection with the execution of their trading strategies.

Crude Oil Gathering

Pipeline transportation is generally the lowest cost method for shipping crude oil and transports about two-thirds of the petroleum shipped in the United States. Crude oil pipelines transport oil from the wellhead to logistics hubs and/or refineries. Common carrier pipelines have published tariffs that are regulated by the FERC or state authorities. Pipelines not engaged in the interstate transportation of crude may also be proprietary or leased entirely to a single customer. Crude oil gathering assets generally consist of a network of smaller diameter pipelines that are connected directly to the well site or central receipt points delivering into larger diameter trunk lines. Logistic hubs like Cushing, Oklahoma provide storage and connections to other pipeline systems and modes of transportation, such as barges, railroads and trucks. Trucking complements pipeline gathering systems by gathering crude oil from operators at remote wellhead locations not served by pipeline gathering systems. Trucking is generally limited to low volume, short haul movements because trucking costs escalate sharply with distance, making trucking the most expensive mode of crude oil transportation.

Barges and railroads provide additional transportation capabilities for shipping crude oil between gathering storage systems, pipelines, terminals and storage centers and end-users. Barge transportation is typically a cost-efficient mode of transportation that allows for the ability to transport large volumes of crude oil over long distances.

Competition in the crude oil gathering industry is typically regional and based on proximity to crude oil producers, as well as access to attractive delivery points. Overall demand for gathering services in a particular area is generally driven by crude oil producer activity in the area.

Contractual Arrangements

Midstream natural gas and crude oil services, other than transportation and storage, are usually provided under contractual arrangements that vary in the amount of commodity price risk they carry. Three typical types of contracts are described below.

- *Fee-Based Arrangements.* Under fee-based arrangements, the service provider typically receives a fee for each unit of natural gas gathered and compressed at the wellhead and an additional fee per unit of natural gas treated or processed at its facility. This fee is directly related to the volume of natural gas that flows through the gatherer's or processor's systems and is not directly dependent on commodity prices. Similarly, under fee-based crude oil arrangements, the service provider typically receives a fee tied to an applicable volumetric throughput tariff rate for each unit of crude oil gathered. As a result, the service provider bears no direct commodity price risk exposure. A sustained decline in commodity prices could, however, result in a decline in volumes and, thus, a decrease in the gatherer's or processor's fee revenues. These arrangements provide minimal, if any, upside in higher commodity price environments.
- *Percent-of-Proceeds and Percent-of-Liquids Arrangements.* Under these arrangements, the processor generally gathers raw natural gas from producers at the wellhead, transports the gas through its gathering system, processes the gas and sells the processed gas and/or NGLs at prices based on published index prices. These arrangements provide upside in high commodity price environments, but result in lower margins in low commodity price environments. The price paid to producers is based on an agreed percentage of the actual proceeds of the sale of processed natural gas, NGLs or both or the expected proceeds based on an index price. We refer to contracts in which the processor shares in specified percentages of the proceeds from the sale of natural gas and NGLs as percent-of-proceeds arrangements, and contracts in which the processor receives proceeds from the sale of a percentage of the NGLs or the NGLs themselves as compensation for processing services as percent-of-liquids arrangements. Under percent-of-proceeds arrangements, the processor's margin correlates directly with the prices of natural gas and NGLs. Under percent-of-liquids arrangements, the processor's margin correlates directly with the prices of NGLs.

- *Keep-Whole Arrangements.* Under these arrangements, the processor processes raw natural gas to extract NGLs and pays to the producer the gas equivalent Btu value of raw natural gas received from the producer in the form of either processed gas or its cash equivalent. The processor is generally entitled to retain the processed NGLs and to sell them for its own account. Accordingly, the processor's margin is a function of the difference between the value of the NGLs produced and the cost of the processed gas used to replace the gas equivalent Btu value of those NGLs. The profitability of these arrangements is subject not only to the commodity price risk of natural gas and NGL, but also to the price of natural gas relative to NGL prices. These arrangements can provide large profit margins in favorable commodity price environments, but also can be subject to losses if the cost of natural gas exceeds the value of its thermal equivalent of NGLs. In order to mitigate the downside risk to the processor associated with the price spread between natural gas and NGLs, several companies, including us, introduced a fee that stipulates a minimum amount to be paid to the processor if the market for downstream liquids is lower than the gas equivalent Btu value of the gas that is removed from the stream and that must be paid by the producer.

There are two levels of service provisions commonly utilized in contracts for the transportation and storage of natural gas. Each level of service governs the availability of capacity on the service provider's system for a specific customer and the priority of movement of a specific customer's products relative to other customers, especially in the event that total customer demand for services exceeds available system capacity.

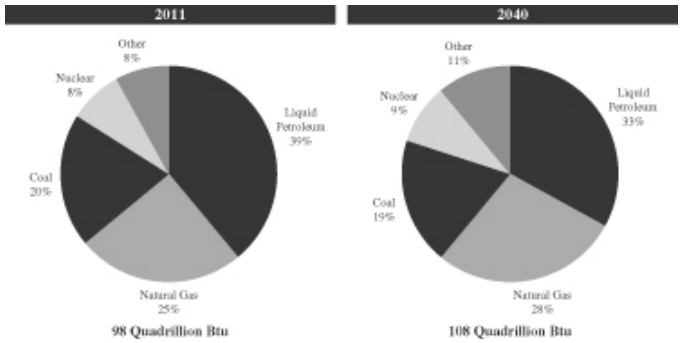
- *Firm.* Firm service requires the reservation of pipeline capacity by a customer between certain receipt and delivery points. Firm customers generally pay a "demand" or "capacity reservation" fee based on the amount of capacity being reserved, regardless of whether the capacity is used, plus a usage fee based on the amount of natural gas transported. Firm storage contracts involve the reservation of a specific amount of storage capacity, including injection and withdrawal rights, and generally include a capacity reservation charge based on the amount of capacity being reserved plus an injection and/or withdrawal fee.
- *Interruptible.* Interruptible service is typically short-term in nature and is generally used by customers that either do not need firm service or have been unable to contract for firm service. These customers pay a fee only for the volume of gas actually transported or stored. The obligation to provide this service is limited to available capacity not otherwise used by firm customers, and as such, customers receiving services under interruptible contracts are not assured capacity on the pipeline or at the storage facility.

U.S. Natural Gas Fundamentals

As indicated in the charts shown below, U.S. natural gas production and overall U.S. energy demand are expected to grow in the coming decades. Population is a large determinant of energy consumption through its influence on demand for travel, housing, consumer goods and services. The U.S. Energy Information Administration, or EIA, anticipates the total U.S. population will increase by approximately 29% from 2011 to 2040. Another important contributor to energy consumption is the industrial sector, with total consumption in this sector expected to grow to approximately 28.7 quadrillion Btu in 2040 compared to 24.0 quadrillion Btu in 2011, according to the EIA. According to the EIA, energy use is only projected to grow by approximately 10% from 2011 to 2040, and energy use per capita is expected to decline by approximately 15% over the same period. A review of other supply and demand elements follows.

Natural gas is a key component of energy consumption within the United States. According to the EIA, annual consumption of natural gas in the United States increased from approximately 24.3 quadrillion Btu in 2010 to approximately 24.9 quadrillion Btu in 2011. According to the EIA, natural gas consumption represented approximately 25% of total energy consumption in 2011, and the EIA projects that this percentage will increase to approximately 28% by 2040. The charts shown below illustrate energy consumption by fuel source in 2011 and expected energy consumption by fuel source in 2040.

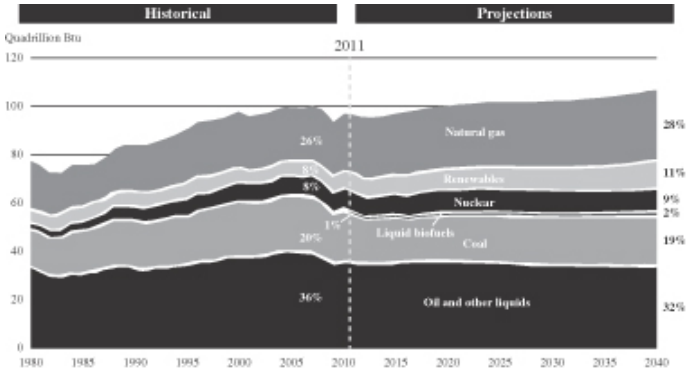
Energy Consumption by Fuel Source



Source: EIA, Annual Energy Outlook 2013 (April 2013).

The EIA expects that the growth of natural gas consumption relative to other fuel sources will be primarily driven by the use of natural gas electricity generation. According to the EIA, demand for natural gas in the electric power sector is projected to increase from approximately 7.6 Tcf in 2011 to approximately 9.5 Tcf in 2040, with a portion of the growth attributable to the retirement of 49 gigawatts of coal-fired capacity by 2022. The EIA also projects that natural gas consumption in the industrial sector will be higher due to the rejuvenation of the industrial sector as it benefits from surging shale gas production that is accompanied by slow price growth, particularly from 2011 through 2019, when the price of natural gas is expected to remain below 2010 levels. However, the EIA expects growth in natural gas consumption for power generation and in the industrial sector to be partially offset by decreased usage in the residential sector related primarily to decreased demand for natural gas supplied home heating.

U.S. Primary Energy Consumption by Fuel, 1980—2040



Source: EIA, Annual Energy Outlook 2013 (April 2013).

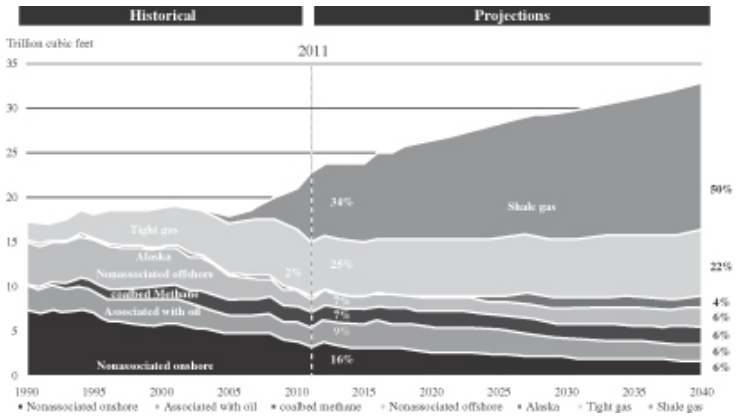
Domestic natural gas consumption today is satisfied primarily by production from onshore and offshore production in the lower 48 states, and is supplemented by production from historically declining pipeline imports from Canada, imports of LNG from foreign sources, and some Alaskan production.

In order to maintain current levels of U.S. natural gas supply and to meet the projected increase in demand, new sources of natural gas must continue to be developed to support consumption rates. Over the past several

years, there has been a fundamental shift in U.S. natural gas production towards unconventional resources, defined by the EIA as natural gas produced from shale formations, tight gas and coal beds. The emergence of unconventional natural gas plays and advancements in technology have been crucial factors that have allowed producers to efficiently extract significant volumes of natural gas from these plays. According to the EIA, the dual application of horizontal drilling and hydraulic fracturing has been the primary driver of increases in shale gas production. As indicated by the diagram below, the development of these unconventional sources has offset declines in other, more traditional U.S. natural gas supply sources, which has helped meet growing consumption and lowered the need for imported natural gas. In fact, the EIA predicts that the United States will become a net exporter of natural gas starting in 2020.

As indicated by EIA forecasts shown in the diagram below, as the depletion of conventional onshore and offshore resources continues, natural gas from unconventional resource plays is forecasted to fill the void and continue to gain market share from higher-cost sources of natural gas. In fact, the EIA estimates that natural gas production from the major shale formations will provide the majority of the growth in domestically produced natural gas supply in coming years, increasing to approximately 50% in 2040 as compared with 34% in 2011. According to the EIA, shale gas will be the largest contributor to natural gas production growth. Tight gas and coal bed methane production will increase; however, the total composition of production from tight gas and coal bed methane will decline slightly.

U.S. Dry Natural Gas Production by Source, 1990—2040



Source: EIA, Annual Energy Outlook 2013 (Early Release Overview).

Overview of Areas of Operation

Our natural gas gathering, processing, transportation and storage assets and our crude oil gathering and processing assets are strategically located in four basins. We operate within multiple plays within these basins. These basins and plays are summarized below.

Anadarko Basin

The Anadarko basin is located across Western Oklahoma, southwestern Kansas, the northeastern part of the Texas Panhandle and the southeastern corner of Colorado. The Anadarko basin covers approximately 50,000 square miles. According to the U.S. Geological Survey, the basin has produced 2.3 billion barrels of oil and more than 65.5 Tcf of natural gas from 200,000 wells in its various formations. The Anadarko basin has recently been the focus of increased exploration activity. Horizontal drilling and multistate fracturing have resulted in the basin experiencing growth in oil and condensate production.

- *Cana Woodford Shale:* The Cana Woodford Shale (also known as the Anadarko Woodford) is found at depths ranging from 11,500 to 14,500 feet across Oklahoma. It is an extension of the Woodford Shale found in the Arkoma basin and produces rich gas from deeper formations. Operators have targeted the Woodford with horizontal laterals and multi-stage completions. As gas prices have fallen, operators have responded by moving rigs from the Arkoma basin Woodford in the east, which produces very lean gas, to southern zones of the Cana Woodford that have shown significant liquids content.
- *Granite Wash:* The Granite Wash Play spans an estimated 4,800 square miles across western Oklahoma and the north-eastern Texas Panhandle and is located at depths of 11,000 to 15,400 feet. Operators have drilled vertical wells in this part of the Anadarko basin for years. Production from the Granite Wash play in western Oklahoma and the Texas Panhandle dates back to the 1940s. Horizontal drilling and hydraulic fracturing have increased recovery factors significantly in recent years.
- *Mississippi Lime:* The Mississippi Lime play is located across Northern Oklahoma and Central and Northwestern Kansas. The formation has a relatively shallow depth, ranging from 3,000 to 6,000 feet. The Mississippian is a highly permeable oil play that is being developed by horizontal drilling.
- *South Central Oklahoma Oil Province (the SCOOP):* The SCOOP has a higher component of black oil than the northwest Cana Woodford. It covers much of four counties in south-central Oklahoma. The rock is an oil-rich portion of the Woodford Shale that lies beneath oil fields tapped by some of the state's biggest producers.
- *Tonkawa/Cleveland Sands:* The Tonkawa and Cleveland Sands are shallow, oil-rich prospects that have recently seen an increase in drilling activity. The Cleveland formation was discovered in the mid 1950s and covers approximately 650 square miles. The Cleveland is a fine-grained, tight-gas formation that was initially developed using vertical wells. However, horizontal drilling has increased in the Cleveland as producers seek to maximize the production potential of the wells.

Ark-La-Tex Basin

The Ark-La-Tex basin is a mature, long-lived and prolific hydrocarbon producing province that produces oil and gas from several reservoirs and a variety of trap types. The basin has been a long-time target of conventional oil producers. As a result of technological advances, operators have recently begun exploring deeper into the more shale-like rock, which is contiguous across the basin. There are multiple oil-bearing targets within the basin.

- *Haynesville/Lower Bossier Shale:* The Haynesville/Bossier Shale is located in east Texas and western Louisiana and is found at intervals greater than 10,000 feet below the surface. The shale interval in east Texas is known as the Lower Bossier, and the shale interval in western Louisiana is referred to as the Haynesville. These formations are of a type once considered too costly to explore. However, in 2008, newer technology and processes led to increased activity as energy exploration companies began to lease property in preparation for possible drilling and production.
- *Cotton Valley:* The Cotton Valley formation is a tight gas play in northeast Texas and northwest Louisiana located just above the Haynesville/Bossier Shale. It consists of sandstone, limestone and shale. The depth of the Cotton Valley formation is roughly 7,800 to 10,000 feet. Although it is mainly a natural gas play, some oil has been produced in parts of the play.

Arkoma Basin

Located in west-central Arkansas and southeastern Oklahoma, the Arkoma basin is a historically prolific, largely gas-prone basin. The basin encompasses an area of approximately 33,800 square miles. The successful development of unconventional plays in the Arkoma basin is largely driven by the application of horizontal drilling and hydraulic fracture stimulation techniques to shale gas and tight gas plays.

- *Fayetteville Shale*: The Fayetteville Shale is situated in northern Arkansas and eastern Oklahoma and is located at depths of 1,000 to 7,000 feet. The total area for the Fayetteville shale play is 9,000 square miles. Horizontal drilling and hydraulic fracturing techniques made this play economical.

Williston Basin

According to the U.S. Department of Energy, the Williston Basin has seen strong production growth driven by the implementation of methods such as horizontal drilling and hydraulic fracturing. The basin spans eastern Montana, North Dakota and northwestern South Dakota in the United States and southern Saskatchewan and Manitoba in Canada. The Williston basin is approximately 300,000 square miles.

- *Bakken Shale Formation*: The Bakken shale formation is located across approximately 200,000 square miles of eastern Montana and North Dakota in the United States and southern Saskatchewan and Manitoba in Canada. The Bakken shale formation is an unconventional “continuous-type” oil resource, according to the EIA. In recent years, the success of the Bakken shale formation can be attributed to new drilling and completions technology. According to the EIA, North Dakota is now the nation’s second largest oil-producing state. Furthermore, the region now accounts for a little over 10% of total U.S. oil production according to the EIA. As reported in November 2013 by the EIA, the Bakken continues to grow, and producers in North Dakota’s Bakken shale formation will increase oil output to a record 1,002 MBbl/d by December 2013.

BUSINESS

Overview

We are a large-scale, growth-oriented limited partnership formed to own, operate and develop strategically located natural gas and crude oil infrastructure assets. We serve key current and emerging production areas in the United States, including several premier, unconventional shale resource plays and local and regional end-user markets in the United States. Our assets and operations are organized into two business segments: (i) gathering and processing, which primarily provides natural gas gathering, processing and fractionation services and crude oil gathering for our producer customers, and (ii) transportation and storage, which provides interstate and intrastate natural gas pipeline transportation and storage service to natural gas producers, utilities and industrial customers. In both business segments, we generate a substantial portion of our gross margin under long-term, fee-based agreements that minimize our direct exposure to commodity price fluctuations.

Our natural gas gathering and processing assets are strategically located in four states and serve natural gas production from some of the most productive shale developments in the Anadarko, Arkoma and Ark-La-Tex basins. These basins have experienced a strong increase in investment and drilling activity by exploration and production companies in recent years. We also own an emerging crude oil gathering business in the Bakken shale formation that commenced initial operations in November 2013. We are continuing to construct additional crude oil gathering capacity in this area. Our natural gas transportation and storage assets extend from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois.

Upon our formation in May 2013 as a limited partnership among OGE Energy, CenterPoint Energy and ArcLight, we became one of the largest midstream partnerships in the United States based on total assets. As of September 30, 2013, our portfolio of energy infrastructure assets included approximately 11,000 miles of gathering pipelines, 11 major processing plants with approximately 1.9 Bcf/d of processing capacity, approximately 7,800 miles of interstate pipelines (including SESH), approximately 2,300 miles of intrastate pipelines and eight storage facilities comprising 86.5 Bcf of storage capacity. We believe our scale benefits our customers by providing them with fully integrated midstream services and improved access from the wellhead to the marketplace. In addition, we believe our scale and scope will position us to be more competitive in developing new energy infrastructure assets and adding complementary services and business lines.

From the year ended December 31, 2010 through the nine month period ended September 30, 2013, on a pro forma basis, we grew the volume of natural gas gathered on our systems by 17%. Over the same time period, the volume of gas processed on our systems grew by 49% on a pro forma basis. We expect to continue to grow our business by providing midstream services to our customers' rapidly growing upstream development projects. We expect our customers' activity in the basins in which we operate to result in higher throughput on our systems and additional organic growth opportunities to expand the capacity and utilization of our assets. We also expect to grow our business and distributable cash flow by developing new energy infrastructure projects to support new and existing customers as they expand beyond our current footprint, as well as through third-party acquisitions. For the years ended December 31, 2011 and 2012, on a pro forma basis, we invested $724 million and $902 million, respectively, in expansion capital expenditures. During the nine months ended September 30, 2013, on a pro forma basis, we invested $409 million in expansion capital expenditures. We expect that our expansion capital expenditures will be $448 million for the year ending December 31, 2014.

We believe that our contractual arrangements provide a strong platform to support established operations and future organic growth. For the nine months ended September 30, 2013, on a pro forma basis, approximately 75% of our gross margin was generated from contracts that are fee-based, and approximately 50% of our gross margin was attributable to firm contracts or contracts with minimum volume commitment features.

For the nine months ended September 30, 2013, on a pro forma basis, we generated $984 million of gross margin, $586 million of Adjusted EBITDA and $338 million of net income. Gross margin and Adjusted EBITDA

are non-GAAP financial measures. For definitions of gross margin and Adjusted EBITDA and a reconciliation to their most directly comparable financial measures calculated in accordance with GAAP, please read "Summary—Summary Historical and Pro Forma Financial and Operating Data—Non-GAAP Financial Measures."

Gathering and Processing. We provide gathering, processing, treating, compression, dehydration and NGL fractionation for natural gas producers. Our gathering and processing assets are strategically located in established and actively developing basins in the United States and are interconnected with our interstate and intrastate pipelines and with third-party pipelines, which provides our customers with the benefits of a flexible and efficient transportation and storage system. On a pro forma basis for the nine months ended September 30, 2013, our top customers by volumes gathered were affiliates of Encana, Shell, Exxon, Chesapeake, Apache, Continental, QEP, Devon, BP and Samson.

The following table sets forth certain information regarding our gathering and processing assets on a pro forma basis as of or for the nine months ended September 30, 2013:

Asset/Basin	Length (miles)	Compression (Horsepower)	Average Gathering Volume (TBtu/d)	Number of Processing Plants	Processing Capacity (MMcf/d)	NGLs Produced (Bbl/d)	Gross Acreage Dedications (in millions)
Anadarko Basin	6,550	594,500	1.3	8	1,245	42,700	4.7
Arkoma Basin	2,700	115,600	1.0	1	60	4,700	1.2
Ark-La-Tex Basin[(1)]	1,600	182,900	1.3	2	545	10,900	0.7
Total	10,850	893,000	3.6	11	1,850	58,300	6.6

(1) Ark-La-Tex basin assets also include 14,500 Bbl/d of fractionation capacity and 6,300 Bbl/d of ethane pipeline capacity, which are not listed in the table.

Five of our processing plants in the Anadarko basin are interconnected via our large-diameter, rich gas gathering system in western Oklahoma, which spans 18 counties and has approximately 1.0 Bcf/d of processing capacity. Our 4.7 million gross acres of acreage dedications in the Anadarko basin area are served by this system, which we refer to as our "super-header" system. We have configured this system to optimize the flow of natural gas and the utilization of the processing plants connected to it, which we believe provides us with strategic growth opportunities. We have made investments to expand the super-header system and continue to grow its capacity through the planned addition of two new cryogenic processing plants and related gathering pipelines. One of these two new plants, which is located in Custer County, Oklahoma (the McClure Plant), will increase our natural gas processing capacity in the basin by over 15%, providing an additional 200 MMcf/d of natural gas processing capacity. The McClure Plant is expected to be completed in the first quarter of 2014. The other new plant, which will be located in Grady County, Oklahoma (the Bradley Plant), will provide an additional 200 MMcf/d of processing capacity and is expected to be completed in the first quarter of 2015.

We believe our contract structures provide us with stable cash flows in our major operating basins. For the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we generated 60% and 56%, respectively, of our gathering and processing gross margin under long-term, fee-based agreements, and of this fee-based margin, approximately 38% and 40%, respectively, was attributable to gathering and processing contracts containing minimum volume commitment features. Under our minimum volume commitment contracts, our customers commit to ship a minimum annual volume of natural gas on our gathering system, or, in lieu of shipping such volumes, to pay us periodically as if that minimum amount had been shipped. As of September 30, 2013, we had minimum volume commitments in lean natural gas developments of 1.6 Bcf/d with a weighted average remaining term of over nine years. We also have an emerging crude oil gathering business in the Bakken shale formation with a similar minimum volume commitment contract structure that we believe will provide us with an additional source of stable cash flows.

Under our acreage dedication contracts, our customers are generally required to deliver all of their production within the dedicated area to our gathering system for processing over the period of the contract. As of September 30, 2013, we had acreage dedications in rich natural gas developments covering more than 5.7 million acres that generally have long lived reserves with a weighted average remaining term of approximately nine years. As of September 30, 2013, our gathering and processing contracts for our top ten natural gas producer customers, which accounted for approximately 75% of our gathered volumes for the nine months ended September 30, 2013, on a pro forma basis, had a volume-weighted average remaining term of approximately nine years.

For the nine months ended September 30, 2013, on a pro forma basis, our gathering and processing business segment generated $560 million of gross margin and $338 million of Adjusted EBITDA.

Transportation and Storage. Our natural gas transportation and storage business segment consists of our interstate pipelines, our intrastate pipelines and our storage assets. We provide pipeline takeaway capacity for natural gas producers from supply basins to market hubs and critical natural gas supply for industrial end users and utilities, such as LDCs and power generators. Our interstate pipeline system, including SESH, includes approximately 7,800 miles of transportation pipelines and extends from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois. Our eight storage facilities in Oklahoma, Louisiana and Illinois have 86.5 Bcf of storage capacity and strategically complement our pipeline systems.

The following table sets forth certain information regarding our transportation and storage assets as of September 30, 2013:

Asset	Length (miles)	Capacity	Total Firm Contracted Capacity (Bcf/d)	Average Throughput Volume (Tbtu/d)	Percent of Capacity under Firm Contracts	Weighted Average Remaining Firm Contract Life (years)
Interstate Transportation[1]	7,800	8.4 Bcf/d	7.2	3.5[2]	86%	4.1
Intrastate Transportation	2,300	1.9 Bcf/d[3]	—	1.6	—	5.4
Storage	—	86.5 Bcf	67.9	—	79%	4.7

(1) Except with respect to length, this information does not include amounts for SESH. SESH is a non-consolidated entity in which we own a 24.95% ownership interest.

(2) Actual volumes transported per day may be less than total firm contracted capacity based on demand.

(3) This represents the maximum single day receipts on the intrastate systems. Our Oklahoma intrastate pipeline system is a web-like configuration with multidirectional flow capabilities between numerous receipt and delivery points, which limits our ability to determine an overall system capacity. During the nine months ended September 30, 2013, the peak daily throughput was 1.9 TBtu or, on a volumetric basis, 1.9 Bcf/d.

We generate revenue primarily by charging demand fees pursuant to applicable tariffs for the transportation and storage of natural gas on our system. We generate 98% of our transportation and storage gross margin under fee-based agreements with a weighted average remaining contract life of approximately five years as of September 30, 2013. Demand-based margin for this period represented 89% of the fee-based margin. We generally do not take ownership of the natural gas that we transport and store.

For the nine months ended September 30, 2013, on a pro forma basis, our top customers by gross margin were affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP. Our transportation and storage assets were designed and built to serve affiliates of CenterPoint Energy, Laclede, OGE Energy and AEP

and are competitively positioned to serve other large natural gas and electric utility companies, such as Ameren and Entergy.

For the nine months ended September 30, 2013, on a pro forma basis, our transportation and storage business segment generated $426 million of gross margin and $248 million of Adjusted EBITDA.

Business Strategies

Our primary business objective is to practice operational excellence and to grow our business responsibly, enabling us to increase the amount of cash distributions we make to our unitholders over time while maintaining our financial stability. We intend to accomplish this objective by executing the strategies listed below:

- *Capitalize on Organic Growth Opportunities Associated with Our Strategically Located Assets.* We own and operate assets servicing four of the largest basins in the United States, including some of the most productive shale developments in these basins. We believe current high levels of natural gas and crude oil exploration, development and production activities within our areas of operation present significant opportunities for organic growth and increasing throughput on our system. Over 200 drilling rigs were deployed in our areas of operation as of September 30, 2013, which represents a 12% increase over December 2012. As a result of this expanding activity, we are constructing two processing facilities in Oklahoma that are expected to provide an additional combined 400 MMcf/d in processing capacity. We are currently evaluating other expansion opportunities to further enhance our existing systems.
- *Continue to Minimize Direct Commodity Price Exposure Through Long-Term, Fee-Based Contracts.* We continually seek ways to minimize our exposure to commodity price risk, and we believe that our focus on fee-based revenues reduces our direct commodity price exposure and is essential to maintaining stable cash flows and increasing our quarterly distributions over time. Since 2009, we have focused on increasing the percentage of long-term, fee-based contracts with our customers. For the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, 75% of our gross margin was generated from fee-based contracts. As we grow, we intend to maintain our focus on long-term, fee-based contracts.
- *Maintain Strong Customer Relationships to Attract New Volumes and Expand Beyond Our Existing Asset Footprint and Business Lines.* We plan to grow our business through our strong relationships with existing customers. We believe that we have built a strong and loyal customer base through exemplary customer service and reliable project execution. We have invested in multiple organic growth projects in support of our existing and new customers. For example, in 2012, an existing customer invited us to participate in the construction of a gas gathering system in the Ark-La-Tex basin, and in 2013, a second customer invited us to develop a crude oil gathering system in the Williston basin. We expect to maintain and build relationships with key producers and suppliers to continue to attract new volumes and expansion opportunities.
- *Grow Through Accretive Acquisitions and Disciplined Development.* We plan to pursue accretive acquisitions of complementary assets that provide attractive potential returns in new operating regions or midstream business lines. From January 1, 2010 through September 30, 2013, on a pro forma basis, we have invested approximately $646 million in acquisitions of new assets (including our Waskom processing plant, Cordillera gathering system and Amoruso gathering system) and investments in joint ventures (including SESH), and we have invested an additional $160 million in expansion capital associated with these projects. We also have the ability to acquire CenterPoint Energy’s remaining 25.05% interest in SESH by 2015. We will continue to analyze acquisition opportunities using disciplined financial and operating practices, including a process for evaluating and managing risks to cash distributions.
- *Leverage the Scale of Our Existing Assets to Realize Significant Synergies.* Given the complementary features of our assets, we expect operating synergies from the interconnection and optimization of our

systems to increase our cash flows over time. We expect to achieve operational and commercial synergies of $12.5 million through December 31, 2014, net of integration costs, and we expect additional synergies over time as we create a combined midstream service platform and are able to offer new and existing customers new and more efficient services.

Competitive Strengths

We believe that we are well positioned to execute our business strategies successfully because of the following competitive strengths:

- *Significant Capability, Scale and Stability of Our Diversified Midstream Business.* With approximately $11 billion in assets as of September 30, 2013 across ten states and multiple midstream business lines, we have an enhanced ability to provide customers with access to diverse services and end markets. We have approximately 11,000 miles of gathering pipelines and 11 major processing plants with approximately 1.9 Bcf/d of processing capacity spanning the Anadarko, Arkoma and Ark-La-Tex basins. Our natural gas processing plants produced 58.3 MBbl/d of NGLs, on a pro forma basis, for the nine months ended September 30, 2013, making us one of the largest producers of NGLs in the United States. Our network of interstate and intrastate pipelines covers approximately 7,800 miles (including SESH) and 2,300 miles, respectively, and is complemented by our 86.5 Bcf of storage capacity. We believe our size, scale and stability are competitive strengths and enhance our ability to provide reliable and increasing cash flows to our unitholders.
- *Strategically Located Assets that Provide a Strong Platform for Growth and Operational Flexibility to Our Customers.* Our assets are strategically configured in and around four of the most prominent natural gas and crude oil producing basins in the country and support a diversified midstream business that we believe will deliver reliable distributions and steady growth to our unitholders. Our assets transport natural gas to delivery points across the United States through 97 interconnects as of September 30, 2013. A portion of our system also serves local natural gas demand at LDCs, natural gas-fired power plants and industrial load in the regions in which we operate. We believe that our assets provide operational flexibility and delivery options for producers transporting natural gas from a mix of rich and lean natural gas plays to multiple market hubs within our region. Our assets also provide outlets for suppliers from other regions seeking to provide natural gas to on-system markets that we serve. We believe that our competitors would require significant capital expenditures to provide comparable services to these customers, providing us with a significant competitive advantage as demand for natural gas grows over time.
- *Strong Relationships with a Large and Diverse Customer Base.* We serve a broad range of customers across both of our business segments, and many of our customers rely on us for multiple midstream services. We believe that our track record of executing large infrastructure projects and meeting target in-service dates has allowed us to build a reputation as a reliable operator that provides high-quality services and focuses on the needs of our customers. On a pro forma basis for the nine months ended September 30, 2013, our top gathering and processing customers by volumes gathered were affiliates of Encana, Shell, Exxon, Chesapeake, Apache, Continental, QEP, Devon, BP and Samson and our top transportation and storage customers by gross margin were affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP. We believe that our relationships and reputation will continue to create opportunities with new and existing customers.
- *Stable Cash Flows as a Result of Fee-Based Revenues Under Long-Term Contracts.* For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we generated approximately 75% of our gross margin from fee-based contracts, primarily with creditworthy counterparties. We believe that our long-term, fee-based contracts, many of which include minimum volume commitments and/or acreage dedications, minimize our commodity price exposure and enhance the predictability of our financial performance.
- *Strong and Flexible Capital Structure.* We have a disciplined financial policy and maintain a strong and flexible capital structure to allow us to execute our identified growth projects and acquisitions even

in challenging market environments. On May 1, 2013, we entered into our $1.4 billion five-year senior unsecured revolving credit facility, and we expect to have approximately $ million of available borrowing capacity under this facility upon the closing of this offering. We believe our strong credit profile, including our investment-grade credit ratings, and the liquidity provided by our revolving credit facility give us a significant advantage over many of our competitors that may be more limited in their access to capital to pursue organic growth and acquisition opportunities.

- *Experienced Management Team and Key Operational Personnel with a Proven Record of Asset Operation, Acquisition, Construction, Development and Integration Expertise.* Our management team has an average of over years of experience in the energy industry in operating, acquiring, constructing, developing and integrating midstream assets, and understands the service requirements of our customers. Our management team has established strong relationships with producers, marketers and other end-users of natural gas throughout the U.S. upstream and midstream industries, which we believe will be beneficial to us in pursuing acquisition and organic expansion opportunities. We also employ skilled engineering, construction and operations teams that have significant experience in designing, constructing and operating large midstream energy projects.

Our Sponsors

OGE Energy and CenterPoint Energy are aligned with us to grow our distributions. Following the completion of this offering, OGE Energy and CenterPoint Energy will retain a significant interest in us through their approximate % and % limited partner interests in us, respectively. OGE Energy and CenterPoint Energy will each own 50% of the management rights of our general partner and will own all of our incentive distribution rights.

OGE Energy (NYSE: OGE) is the parent company of OG&E, a regulated electric utility serving approximately 805,000 customers in a service territory spanning 30,000 square miles in Oklahoma and western Arkansas. OG&E furnishes retail electric service in 268 communities and their contiguous rural and suburban areas. OG&E's service area includes Oklahoma City, Oklahoma and Fort Smith, Arkansas, the second largest city in that state. Of the 268 communities that OG&E serves, 242 are located in Oklahoma and 26 are located in Arkansas. As of September 30, 2013, OGE Energy had total assets of $9.1 billion and a market capitalization of $7.2 billion.

CenterPoint Energy (NYSE: CNP) is a public utility holding company whose indirect wholly owned subsidiaries include (i) CenterPoint Energy Houston Electric, LLC, which provides electric transmission and distribution services to retail electric providers serving over two million metered customers in a 5,000-square-mile area of the Texas Gulf Coast that has a population of approximately six million people and includes the city of Houston; and (ii) CenterPoint Energy Resources Corp., which owns and operates natural gas distribution systems serving more than three million customers in six states, including customers in the metropolitan areas of Houston, Texas; Minneapolis, Minnesota; Little Rock, Arkansas; Shreveport, Louisiana; Biloxi, Mississippi; and Lawton, Oklahoma. As of September 30, 2013, CenterPoint Energy had total assets of $21.6 billion and a market capitalization of $10.3 billion.

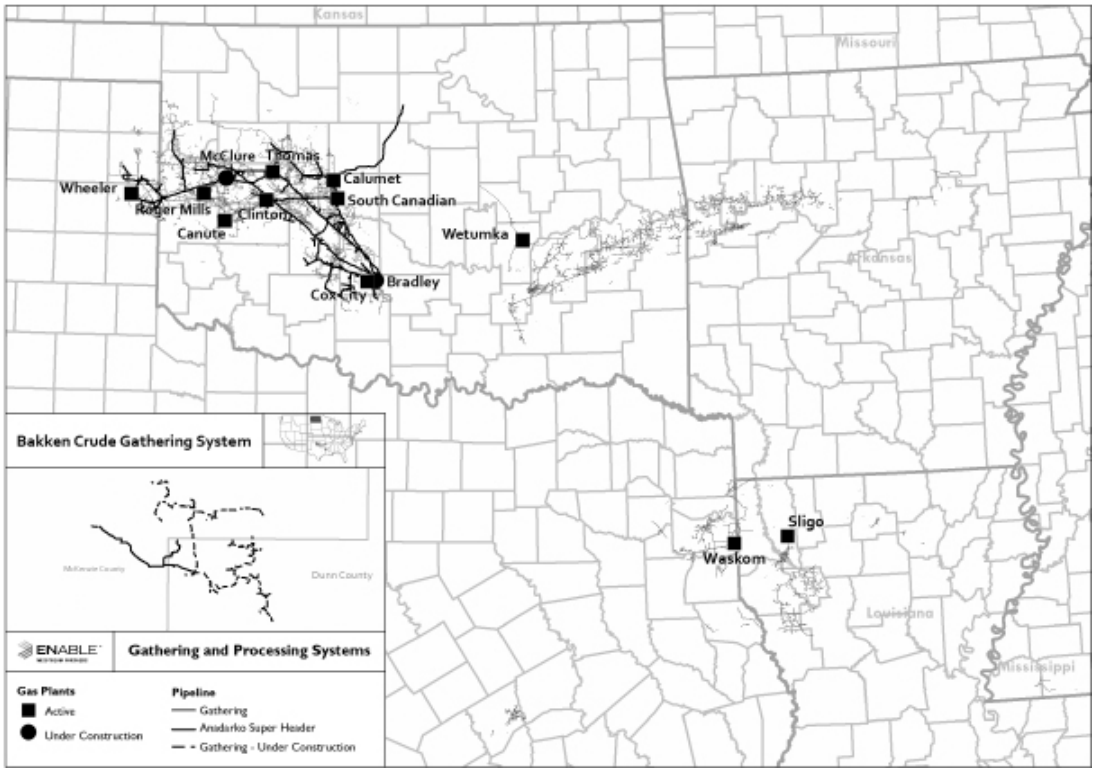
Our sponsors are also significant customers of our transportation and storage business segment and continue to own and operate a substantial portfolio of energy assets. For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 4% of our total gross margin was derived from contracts servicing electric power generation with OGE Energy. For both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 7% of our total gross margin was derived from contracts servicing LDCs owned by CenterPoint Energy.

Our sponsors entered into a number of agreements in connection with our formation. Please read "Certain Relationships and Related Party Transactions" for a detailed description of these agreements, as well as other agreements affecting us and our sponsors.

Our Assets and Operations

Our assets and operations are organized into two business segments: gathering and processing and transportation and storage.

Gathering and Processing



General. We own and operate approximately 11,000 miles of natural gas gathering pipelines in the Anadarko, Arkoma and Ark-La-Tex basins with approximately 893,000 horsepower of compression and 11 natural gas processing plants with approximately 1.9 Bcf/d of processing capacity as of September 30, 2013. We provide gathering, compression, treating, dehydration, processing and NGL fractionation for producers who are active in the areas in which we operate. For the nine months ended September 30, 2013, on a pro forma basis, our assets gathered an average of approximately 3.6 TBtu/d of natural gas. In addition, we have the capacity to treat and process up to 1.9 Bcf/d of natural gas. For the nine months ended September 30, 2013, on a pro forma basis, we processed approximately 1.46 TBtu/d of natural gas and produced approximately 58.3 MBbl/d of NGLs. We also have an emerging crude oil gathering business and are currently constructing additional crude oil gathering assets in the Bakken shale formation, principally located in the Williston basin, that commenced initial operations in November 2013.

We serve some of the most prolific shale developments in the country through our operations in the following basins:

- *Anadarko Basin (Oklahoma, Texas Panhandle).* We currently operate in the liquids-rich Granite Wash, Cleveland, Tonkawa, Cana Woodford, SCOOP and Mississippi Lime plays. As of September 30, 2013, our assets include approximately 6,550 miles of natural gas gathering pipelines and eight natural gas processing plants. We also have two processing plants under construction that will add 400 MMcf/d of

processing capacity. For the nine months ended September 30, 2013, on a pro forma basis, this system had average daily gathered throughput of approximately 1.3 TBtu/d of natural gas and produced 42,700 Bbl/d of NGLs. We have secured 4.7 million gross acres dedicated via long-term contracts in this basin. The majority of these arrangements are fee-based with long-term acreage dedications. These contracts provide for gathering and compression services, which are typically fee-based, and processing services under fee-based, percent-of-liquids or percent-of-proceeds structures.

- In the Greater Granite Wash area, we currently serve over 97 producers and have approximately 2.7 million gross acres dedicated through long-term contracts. These contracts provide for gathering and compression services, which are typically fee-based, and processing services under fee-based, percent-of-liquids or percent-of-proceeds structures.
- In the Cana/Woodford Shale area we currently serve 119 producers and have over 1.1 million gross acres dedicated through long-term contracts. These contracts are long-term and provide for processing of rich gas via fee-based and fee-enhanced percent-of-proceeds structures. This area consists of the Northwest Cana area, which is generally considered a lean gas area, and the SCOOP, which is generally considered a rich gas area. In June 2012, we entered into a contract with a producer that covers over 0.5 million gross acres across portions of seven counties in the SCOOP area of the Cana/Woodford. This contract is long-term and structured as a fee-enhanced percent-of-proceeds contract.
- We have recently expanded into the Mississippi Lime area of northern Oklahoma with 0.4 million gross acres dedicated.

- *Arkoma Basin (Oklahoma, Arkansas).* In Oklahoma, we operate in the rich and lean gas areas of the western portion of the Arkoma basin. In Arkansas, we operate in the eastern Arkoma and the Fayetteville shale play. As of September 30, 2013, our assets include approximately 2,700 miles of natural gas gathering pipelines and one natural gas processing plant. For the nine months ended September 30, 2013, on a pro forma basis, this system had average daily gathered throughput of approximately 1.0 TBtu/d of natural gas and produced 4,700 Bbl/d of NGLs. We currently serve over 220 producers in these areas and have secured over 1.2 million acres dedicated via long-term contracts in this basin. Additionally, in the lean gas area of the Fayetteville shale we have secured contracts that are volume-based, providing certainty of minimum revenues in time periods when natural gas prices are depressed.
- *Ark-La-Tex Basin (Arkansas, Louisiana and Texas).* We operate primarily in the Haynesville, Cotton Valley and the lower Bossier shale plays. As of September 30, 2013, our assets include approximately 1,600 miles of natural gas gathering pipelines, two natural gas processing plants, an NGL fractionation facility and approximately 40 miles of ethane pipelines. For the nine months ended September 30, 2013, on a pro forma basis, this system had average daily gathered throughput of approximately 1.3 TBtu/d of natural gas and produced 10,900 Bbl/d of NGLs. We currently serve over 110 producers in these areas and have secured over 0.7 million gross acres dedicated via long-term contracts in this basin. Additionally, in the lean gas area of the Haynesville shale we have secured contracts that are volume-based, providing certainty of minimum revenues in periods of time when natural gas prices are depressed.
- *Williston (North Dakota)*. We have recently expanded our service offerings with a long-term, minimum volume commitment agreement with an affiliate of Exxon to provide crude oil gathering in the Bakken shale formation, principally in the Williston basin, along with water transportation and other complementary services. In November 2013, we commenced initial operations on a new crude oil gathering pipeline system in North Dakota's oil-rich Bakken shale formation, and we expect to place additional related assets in service in 2014. The gathering system, located in Dunn and McKenzie Counties in North Dakota, has a planned capacity of up to 19,500 barrels per day, all of which is contracted through September 2028.

We believe that our assets are strategically positioned to provide customers with access to preferred pipelines and premium markets. We also believe our businesses are positioned to capture new growth opportunities, such as crude oil production and NGL services, in our existing areas of operation and new areas across the United States.

As of September 30, 2013, our processing system consisted of 11 plants located in the Anadarko, Arkoma and Ark-La-Tex basins. The assets serving the Anadarko basin consist of eight processing plants, five of which are interconnected through our super-header system, and are configured to facilitate the flow of natural gas from western Oklahoma and the Wheeler County area in the Texas Panhandle to the Cox City, Thomas, Calumet, South Canadian or Wheeler processing plants. In addition, we are currently constructing a cryogenic processing facility (the McClure Plant) connected to our super-header system in Custer County, Oklahoma, which is expected to add 200 MMcf/d in throughput capacity and is expected to be completed in the first quarter of 2014. We are also currently constructing a cryogenic processing facility (the Bradley Plant) connected to our super-header system in Grady County, Oklahoma, which is expected to add 200 MMcf/d of natural gas processing capacity and is expected to be completed in the first quarter of 2015. This flexible gathering system is intended to allow us to optimize the economics of our natural gas processing and to improve system utilization and reliability. The plant in the Arkoma basin serves the rich gas western portion of the area. The two plants in the Ark-La-Tex basin serve the Haynesville, Cotton Valley and the lower Bossier plays.

The following table sets forth information with respect to our natural gas processing plants as of or for the nine months ended September 30, 2013:

Processing Plant	Year Installed	Type of Plant	Average Daily Inlet Volumes (MMcf)	Inlet Capacity (MMcf)
Anadarko				
Bradley	2015(1)	Cryogenic	—	200
McClure	2014(2)	Cryogenic	—	200
Wheeler	2012	Cryogenic	155	200
South Canadian	2011	Cryogenic	192	200
Clinton	2009	Cryogenic	84	120
Roger Mills(3)	2008	Refrigeration	31	100
Canute	1996	Cryogenic	54	60
Cox City	1994	Cryogenic	146	180
Thomas	1981	Cryogenic	117	135
Calumet	1969	Lean Oil	68	250
Ark-La-Tex				
Sligo(4)	2004	Refrigeration	65	225
Waskom	1940(5)	Cryogenic	230	320
Arkoma				
Wetumka	1983	Cryogenic	32	60
Total			1,174	2,250

(1) The Bradley Plant is under construction and estimated to be in service in the first quarter of 2015.
(2) The McClure Plant is under construction and estimated to be in service in the first quarter of 2014.
(3) All of our processing plants are located on properties that are owned by us except for Roger Mills, which is located on property that is leased.
(4) Average daily inlet volumes and inlet capacity includes 25 MMcf/d related to a separate cryogenic unit.
(5) A processing plant has been in operation on the Waskom plant site since 1940. The Waskom plant was upgraded to cryogenic in 1995.

Off-System Delivery Points. Our gathering lines interconnect with both our interstate and intrastate pipelines, as well as other interstate and intrastate pipelines, including the ETC Tiger, Acadian, Texas Eastern Transmission, Gulf South, Gulf Crossing, Panhandle Eastern, ANR, NGPL and Northern Natural pipelines. These connections provide producers with access to a diverse set of natural gas market hubs.

A significant amount of our NGLs are delivered into third-party pipelines and transported to Conway, Kansas or Mont Belvieu, Texas, where the NGLs are sold under contract or on the spot market. We sell the remaining NGLs as propane at the tailgate of three of our processing plants into local markets. Additionally, at our Waskom processing plant, we sell propane, butane and natural gasoline to local markets, and we operate a fractionator and an ethane pipeline and sell ethane to a single customer.

The natural gas that remains after processing is primarily taken in-kind by the producer customers into our pipelines for redelivery either to on-system customers, such as electric generation facilities and other end-users, or into downstream interstate pipelines. NGLs are typically sold to NGL marketers and end-users, and condensate liquid production is typically sold to marketers and refineries.

Customers. We generate revenues from several of the largest and most active producers in the basins in which we operate. On a pro forma basis for the nine months ended September 30, 2013, our top gathering and processing customers by volumes gathered were affiliates of Encana, Shell, Exxon, Chesapeake, Apache, Continental, QEP, Devon, BP and Samson. For the nine months ended September 30, 2013, on a pro forma basis, our top ten natural gas producer customers accounted for approximately 75% of our gathered volumes.

Contracts. We derive revenue pursuant to a variety of arrangements, including fee-based, percent-of-proceeds, percent-of-liquids and keep-whole arrangements. For the nine months ended September 30, 2013, on a pro forma basis, 60% of our gathering and processing gross margin is generated under long-term, fee-based contracts.

The remaining 40% of margin for the nine months ended September 30, 2013 came from commodity-based contracts, such as percent-of-proceeds, percent-of-liquids or keep-whole arrangements. For the nine months ended September 30, 2013, on a pro forma basis, contracts generating 38% of our fee-based percentage had minimum volume commitments with remaining terms ranging from five to 14 years. Under a minimum volume commitment, a customer commits to ship a minimum volume of natural gas over a period of time on our gathering system, or, in lieu of shipping such volumes, to pay as if that minimum amount had been shipped and the sale of commodities gathered through the operation of our gathering business.

In addition, as of September 30, 2013, our agreements also have acreage dedications with original terms ranging up to 15 years, which generally require that production by our customers within the acreage dedication be delivered to our gathering system for processing. As of September 30, 2013, our gathering agreements had acreage dedications of 6.6 million gross acres with a volume weighted average remaining term of approximately nine years.

The following table sets forth information with respect to our processing contracts for the years indicated below, on a pro forma basis.

	Processing Arrangements		
	Fee-Based	Percent-of-Proceeds/ Percent-of-Liquids	Keep-Whole
2012	36%	48%	16%
2011	36%	48%	16%
2010	37%	43%	20%

We have the ability to enhance gross margin generated from our gathering and processing contracts through the use of multiple processing plant locations and our processing super-header. Our large diameter, rich gas gathering pipelines in western Oklahoma are configured to allow natural gas from western Oklahoma and the Wheeler County area in the Texas Panhandle to flow to the Cox City, Thomas, Calumet, South Canadian or Wheeler processing plants and to maximize margins from our contracts by choosing the most economical operational configuration given the market conditions at the time, including ethane rejection scenarios.

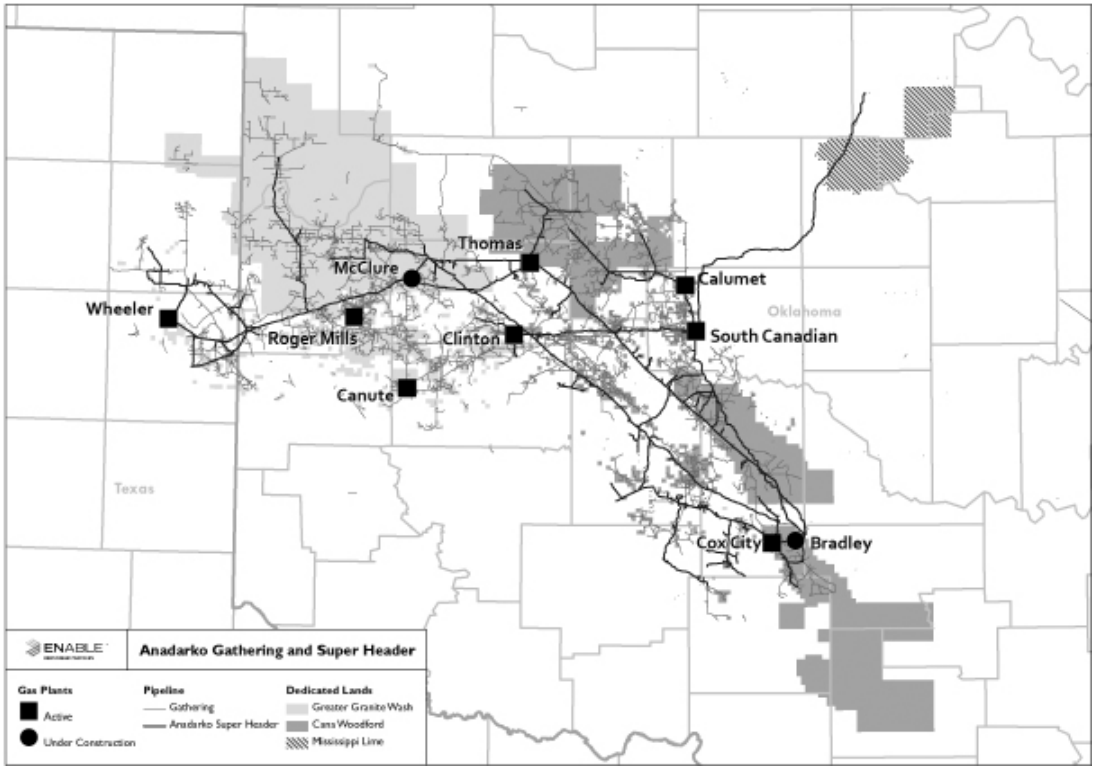
Competition. Competition to gather and process natural gas is primarily a function of gathering rate, processing value, system reliability, fuel rate, system run time, construction cycle time and prices at the wellhead. We believe that we are well positioned to compete on these bases. Our gathering and processing systems compete with gatherers and processors of all types and sizes, including those affiliated with various producers, other major pipeline companies and various independent midstream entities. Our primary competitors are master limited partnerships who are active in the regions where we operate. In the process of selling NGLs, we compete against other natural gas processors extracting and selling NGLs.

Growth Opportunities for Gathering and Processing Business Segment

Over the past several years we have initiated multiple organic growth projects, investing heavily in the expansion of our gathering and processing footprint, primarily in the rich gas Anadarko and Arkoma basins. Since January 2010, we have invested over $2.6 billion in total gathering and processing infrastructure in order to capture natural gas resulting from the surge in drilling. Our spending has been influenced by several recent producer trends and other current market conditions, including the shift in focus to rich gas plays and crude oil plays across the basins we serve. We believe that this increased interest in crude oil plays with significant associated natural gas, together with increased demand for water transportation and other complementary transportation services, will offer attractive opportunities to expand our gathering footprint and to broaden our service offerings.

The following is a summary of our recent and planned growth activities by basin:

Anadarko Basin



We are primarily focused on gathering and processing expansions on the west side of our gathering system (Oklahoma and Texas) to support producer drilling, primarily in the Greater Granite Wash area (which includes

the Granite Wash, Tonkawa, Marmaton and Cleveland Sands plays), the Cana/Woodford Shale area (which includes the SCOOP) and the Mississippi Lime plays.

We expect that our expansion capital expenditures in the Anadarko basin will be approximately $345 million for the twelve months ending December 31, 2014. We believe we are well-positioned to capture incremental third-party volumes and additional acreage dedications. We have an extensive gathering and processing system coupled with an expansive transportation and storage system that together provides customers with superior access to capacity and pricing for their product.

Greater Granite Wash

We believe drilling in the Greater Granite Wash area will remain robust due to drilling economics in the rich gas plays and the crude oil plays that produce rich associated gas. We expect that our expansion capital expenditures in this area will be approximately $86 million for the twelve months ending December 31, 2014.

To support volume growth in this area we are currently constructing a cryogenic processing plant (the McClure Plant) in Custer County, Oklahoma, which is expected to add 200 MMcf/d of natural gas processing capacity. This plant will be connected to our super-header system and is expected to be in service by the first quarter of 2014.

Cana/Woodford Shale

We believe drilling in the Cana/Woodford Shale area will remain robust due to drilling economics in the rich gas plays and the crude oil plays that produce rich associated gas. We expect that our expansion capital expenditures in this area will be approximately $256 million for the twelve months ending December 31, 2014. To support volume growth in this area we are currently constructing an additional cryogenic processing plant (the Bradley Plant) in Grady County, Oklahoma, which is expected to add 200 MMcf/d of natural gas processing capacity. This plant will be connected to our super-header system and is expected to be in service by the first quarter of 2015.

Mississippi Lime

We recently converted a 65 mile 24-inch pipeline to rich gas gathering service, which connects the Mississippi Lime area to our super-header system. We expect that our expansion capital expenditures in this area will be approximately $3 million for the twelve months ending December 31, 2014.

Arkoma Basin

In the Arkoma basin we are primarily focused on the Western Arkoma (rich and lean Woodford) and the Eastern Arkoma (lean Woodford and the Fayetteville shale). We expect that our expansion capital expenditures in the Aroma basin will be approximately $6 million for the twelve months ending December 31, 2014.

Ark-La-Tex Basin

In the Ark-La-Tex basin we are primarily focused on the relatively rich gas areas of the Haynesville, Bossier and Cotton Valley plays. We expect that our expansion capital expenditures in the Ark-La-Tex basin will be approximately $63 million for the twelve months ending December 31, 2014. The Waskom plant is capable of processing approximately 320 MMcf/d of natural gas, and includes NGL railcar loading capabilities. The gathering assets owned by Waskom are capable of gathering approximately 75 MMcf/d of natural gas.

Williston Basin

In November 2013, we commenced initial operations on a new crude oil gathering pipeline system in North Dakota’s oil-rich Bakken shale formation, and we expect to place additional related assets in service in 2014. We expect that our expansion capital expenditures in the Williston basin will be $15 million for the twelve months

ending December 31, 2014. We provide crude oil gathering service, water transportation and other complementary transportation services over a gathering system in Dunn and McKenzie counties in North Dakota with a capacity of up to 19,500 barrels per day. We believe this project positions us to expand our emerging crude oil gathering business and allow us to compete for additional third-party volumes in the Bakken as well as in other oil-rich shale plays.

Transportation and Storage

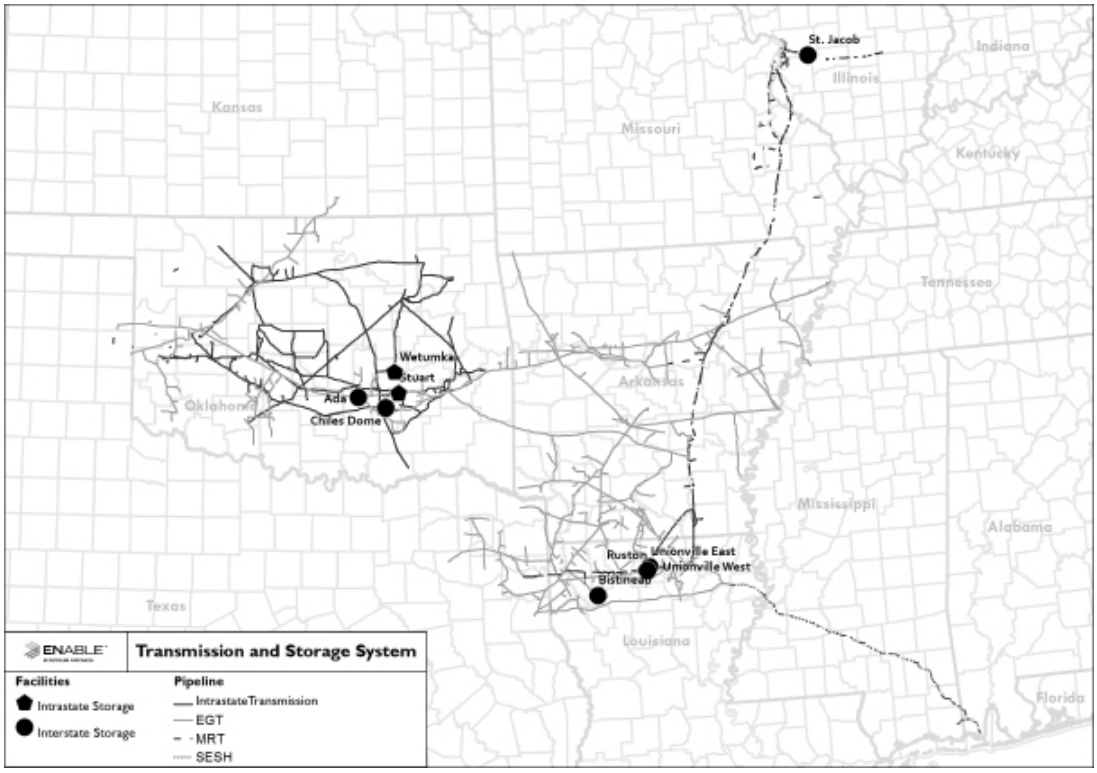
We provide fee-based interstate and intrastate transportation and storage services across nine states. We own and operate approximately 7,800 miles (including SESH) of interstate transportation pipelines with average firm contracted capacity of 7.2 Bcf/d (excluding SESH). for the nine months ended September 30, 2013, on a pro forma basis excluding SESH. In addition, we own and operate approximately 2,300 miles of intrastate transportation pipelines with average aggregate throughput of 1.6 Tbtu/d for the nine months ended September 30, 2013, on a pro forma basis.

We also own and operate eight natural gas storage facilities with approximately 86.5 Bcf of aggregate working gas capacity and approximately 1.9 Bcf/d of aggregate daily deliverability as of September 30, 2013. In addition, we own a 8% contractual interest in Gulf South's Bistineau storage facility located in Bienville Parish, Louisiana, with 8.0 Bcf of working gas and 100 MMcf/d of deliverability as of September 30, 2013. Additionally, we lease 3.5 Bcf of high deliverability salt dome storage capacity from Cardinal in the Perryville and Arcadia natural gas storage fields. Our storage operations are located in Louisiana, Oklahoma and Illinois.

Both our intrastate and interstate storage facilities benefit customers by providing a full suite of storage services including no notice, load-following storage services and pipeline balancing. Our storage revenues are 100% fee-based and are derived from both firm and interruptible contacts. These contracts are often combined with transportation agreements to provide an overall solution for our customers. Our intrastate storage assets offer both fee-based firm and interruptible storage services. Interstate storage services offered by our intrastate storage facilities are provided at market-based rates under Section 311 of the NGPA pursuant to terms and conditions specified in our statements of operating conditions.

We divide our transportation and storage assets into three categories: (1) interstate pipelines, (2) intrastate pipelines, and (3) storage. Our interstate pipelines consist of EGT, MRT and a minority interest in the SESH pipeline. Our intrastate pipelines include the Enable Oklahoma Intrastate Pipelines and the Enable Illinois Intrastate Transmission Company, which is operated commercially in conjunction with MRT.

Our transportation and storage assets were designed and built, and are competitively positioned, to serve large natural gas and electric utility companies in our areas of operation. On a pro forma basis for the nine months ended September 30, 2013, our top customers by gross margin were affiliates of CenterPoint Energy, Laclede, Exxon, OGE Energy and AEP. We are also well positioned to serve other current utility customers such as Ameren and Entergy. Our EGT and MRT pipelines connect to our SESH pipeline in Perryville, Louisiana, where we perform our Perryville Hub™ services, which provides access to Gulf Coast natural gas supplies and to natural gas-consuming markets in the Southeast, Northeast and Midwestern United States.



Interstate Pipelines

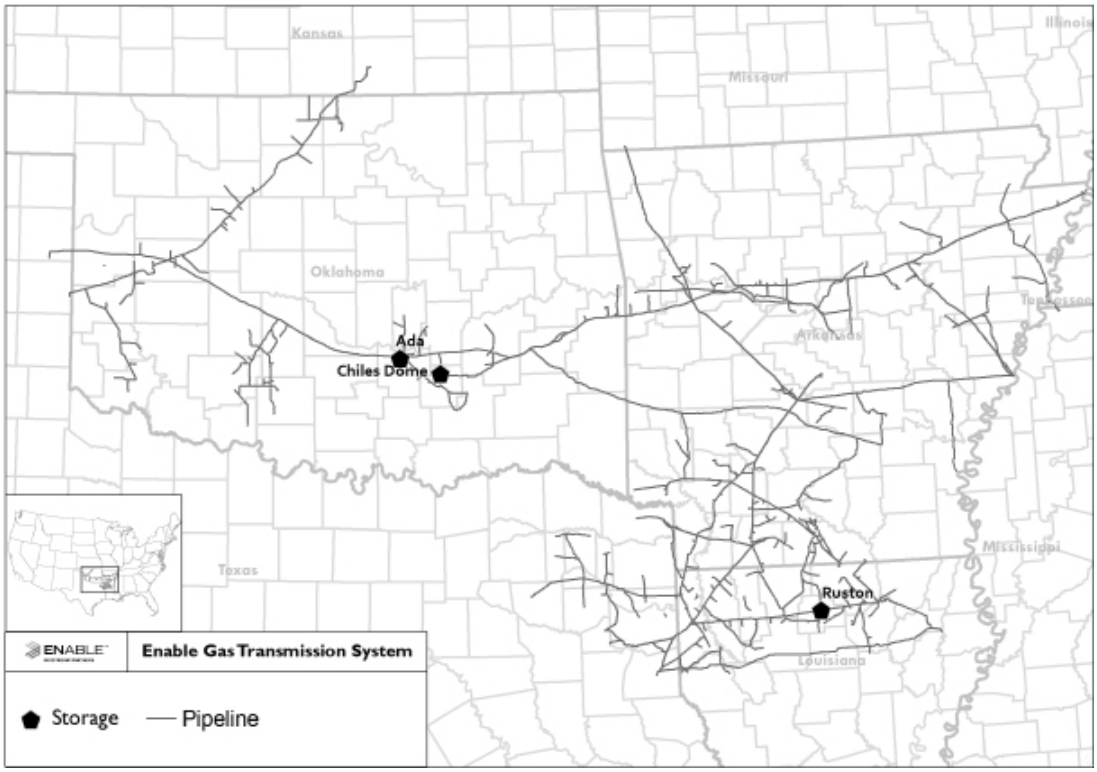
The following table sets forth certain information regarding our interstate pipeline assets as of September 30, 2013:

Interstate Pipelines[1]

Asset	Length (miles)	Compression (Horsepower)	Average Throughput (Tbtu/d)	Capacity (Bcf/d)	Storage Capacity (Bcf)
EGT	5,954	362,591	2.9	6.6	30.5
MRT	1,560	118,912	0.6	1.8	32.0
Total	7,514	481,503	3.5	8.4	62.5

(1) Excludes SESH, which is accounted for as an equity investment and described under "—Other Assets" below.

EGT



General. EGT is a 5,954-mile interstate pipeline that provides natural gas transportation and storage services to customers principally in the Anadarko, Arkoma and Ark-La-Tex basins in Oklahoma, Texas, Arkansas, Louisiana and Kansas. The system could transport 6.6 Bcf/d of natural gas as of September 30, 2013. During the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we transported an average of approximately 2.9 and 3.1 Tbtu/d, respectively, on this system. The system has pipeline diameters ranging from two to 42 inches and has 27 compressor stations. The system also had 30.5 Bcf of working natural gas storage capacity as of September 30, 2013.

Off-System Delivery Points. Shippers on EGT have the ability to access almost every major natural gas-consuming market east of the Mississippi River. These include the growing Southeast power generation sector via SESH, as well as the ANR, SONAT, Tennessee Gas, Texas Gas, Texas Eastern, Gulf South, Trunkline, Columbia Gas and Midcontinent Express (MEP) pipelines, which are interconnected with EGT at Perryville, Louisiana, which includes consuming markets in the Northeast and Midwest United States by utilizing our Perryville Hub™ services.

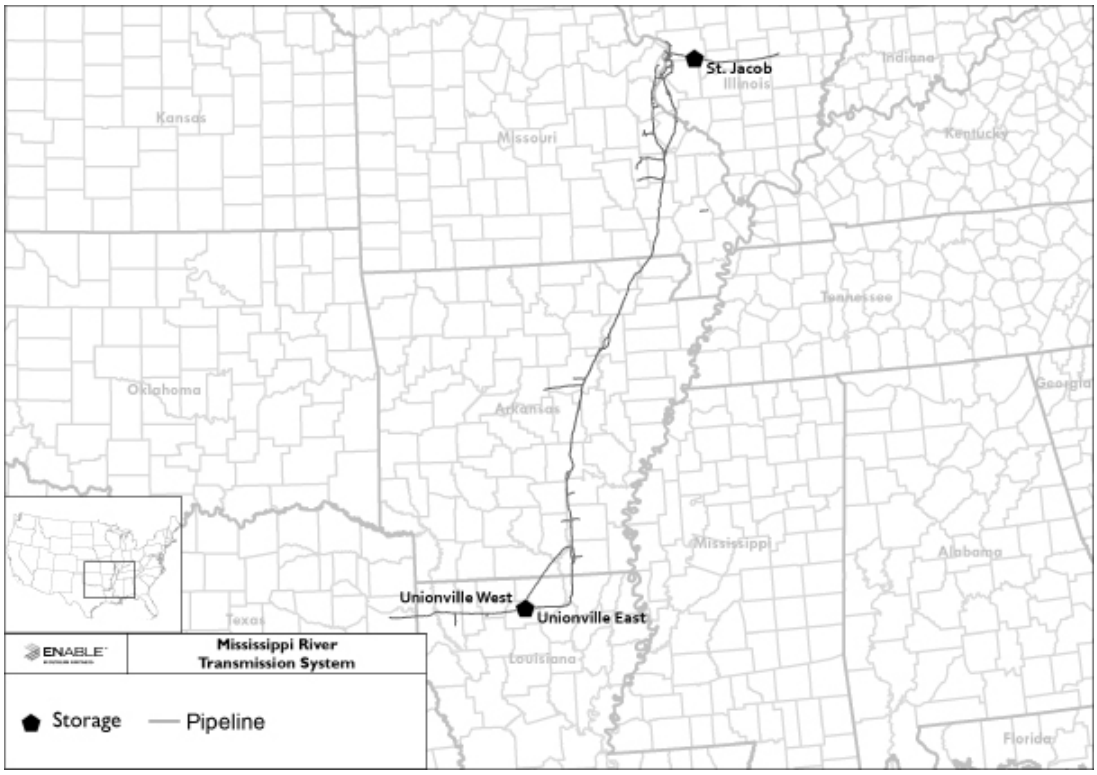
Customers. The primary customers for our EGT system are the local gas distribution divisions of CenterPoint Energy, gas producers who hold contracts for their Barnett and Haynesville shale production, gas-fired power generators and other industrial and local third-party distribution companies. For the twelve months ended December 31, 2012, approximately 24% of EGT's total operating gross margin was attributable to services provided to subsidiaries of CenterPoint Energy. EGT's customers are primarily located in Arkansas, Louisiana, Oklahoma and Texas.

Contracts. EGT's services are typically provided under firm storage and transportation agreements. For each of the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 53% and 52% of total transportation and storage business segment gross margins, respectively, were derived from demand charges under EGT's firm contract arrangements. As of September 30, 2013, approximately 83% of EGT's capacity was under contract with an average remaining contract life of 4.3 years. The primary terms of EGT's firm transportation and storage contracts with CenterPoint Energy will expire in 2018.

EGT established maximum rates for interstate transportation and storage services on its system as required by the FERC, though EGT is authorized to enter into negotiated rate and discounted rate agreements with customers. In October 2012, we initiated a process with EGT's customers to reach an agreed-upon rate, or settlement rate, that will allow us to recover on the increased costs associated with maintaining a safe and reliable system. If an agreement between EGT and its customers is reached, EGT will submit the settlement agreement to FERC for approval. Should these discussions fail, we will consider filing with the FERC for a general rate increase in 2014 in which we will need to support the requested rates in an administrative proceeding. EGT is under no obligation to initiate a rate proceeding by a date certain.

Storage. EGT's storage assets include two underground natural gas storage facilities in Oklahoma and one underground natural gas storage facility in Louisiana, which operate at a combined working gas level of 30.5 Bcf with 674 MMcf/d of aggregate maximum withdrawal and injection capacity as of September 30, 2013.

MRT



General. MRT is a 1,560-mile interstate pipeline that provides natural gas transportation and storage services principally in Texas, Arkansas, Louisiana, Missouri and Illinois. This system provides market access for producers from the Haynesville and Fayetteville shale plays. The system could transport 1.8 Bcf/d of natural gas as of September 30, 2013. During both the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, we transported an average of approximately 0.8 TBtu/d on this system. The system has pipeline diameters ranging from two to 26 inches and has 17 compressor stations. The system also had 32.0 Bcf of working natural gas storage capacity as of September 30, 2013.

Delivery Points. MRT's primary delivery points are to LDCs and industrial markets in the St. Louis market area. MRT's shippers access natural gas at Perryville, Louisiana and East Texas markets and, via EGT interconnects, the Mid-Continent.

Customers. MRT derives a significant portion of its gross margin from an affiliate of Laclede, the local natural gas distribution company serving the St. Louis market area, which comprised 54% of MRT's gross margin for the year ended December 31, 2012, on a pro forma basis. MRT's other customers include subsidiaries of Ameren and subsidiaries of CenterPoint Energy and other industrial companies. MRT's customers are primarily located in Arkansas, Illinois and Missouri.

Contracts. MRT's services to its customers are typically provided under firm storage and transportation agreements. For the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, approximately 13% and 12%, respectively, of total transportation and storage business segment gross margins were derived from demand charges under MRT's firm contract arrangements. As of September 30, 2013, approximately 94% of MRT's capacity was under contract with an average remaining contract life of 3.5 years. MRT's firm transportation and storage contracts with Laclede were recently extended and are scheduled to expire in 2015 and 2016.

We made a rate filing with the FERC pursuant to Section 4 of the Natural Gas Act in which we requested an annual cost of service of $104 million (an increase of approximately $47 million above the annual cost of service underlying the current FERC approved maximum rates for MRT's pipeline). On July 30, 2013, MRT filed with the FERC an uncontested Stipulation and Agreement and Offer of Settlement, resolving all issues in the rate case. The settlement specifies few particulars, other than setting an annual overall cost-of-service for MRT of $84 million and increasing the depreciation rates for certain asset classes. In September 2013, the FERC approved the settlement. Although the settlement became effective November 1, 2013, the settlement rates are effective as of March 1, 2013. As a result, MRT will be making refunds to certain of its customers for amounts collected between the requested $104 million cost of service and the $84 million settlement cost of service, which amounts had previously been reserved.

Storage. MRT's storage assets include two underground natural gas storage facilities in Louisiana and one underground natural gas storage facility in Illinois, which operate at a combined working gas level of 32.0 Bcf with 576 MMcf/d of aggregate maximum withdrawal and injection capacity as of September 30, 2013.

Other Assets

SESH is a 274-mile interstate pipeline that provides natural gas transportation and pipeline services. We own a 24.95% interest in SESH and operate the pipeline. We have the ability to acquire CenterPoint Energy's remaining 25.05% of SESH by 2015. Please read "Certain Relationships and Related Party Transactions—Master Formation Agreement—Acquisition of Remaining CenterPoint Energy Interest in SESH." The remaining 50% of SESH is owned by an affiliate of Spectra Energy Corp, who is responsible for the pipeline's back office and marketing operations.

The SESH pipeline runs from Perryville, Louisiana to southeastern Alabama near the Gulf Coast, where most of the gas transported by the pipeline is transported by third-party pipelines to companies generating electricity for the Florida power market. As of September 30, 2013, the system could transport 1.5 Bcf/d of natural gas from Perryville to Gwinville, Mississippi, and 1.0 Bcf/d of natural gas to the pipeline's end point in Alabama. During the nine months ended September 30, 2013 and the year ended December 31, 2012, on a pro forma basis, an average of approximately 0.9 Bcf/d and 1.0 Bcf/d, respectively, was transported on this system. The system has pipeline diameters ranging from 16 to 42 inches and has 3 compressor stations.

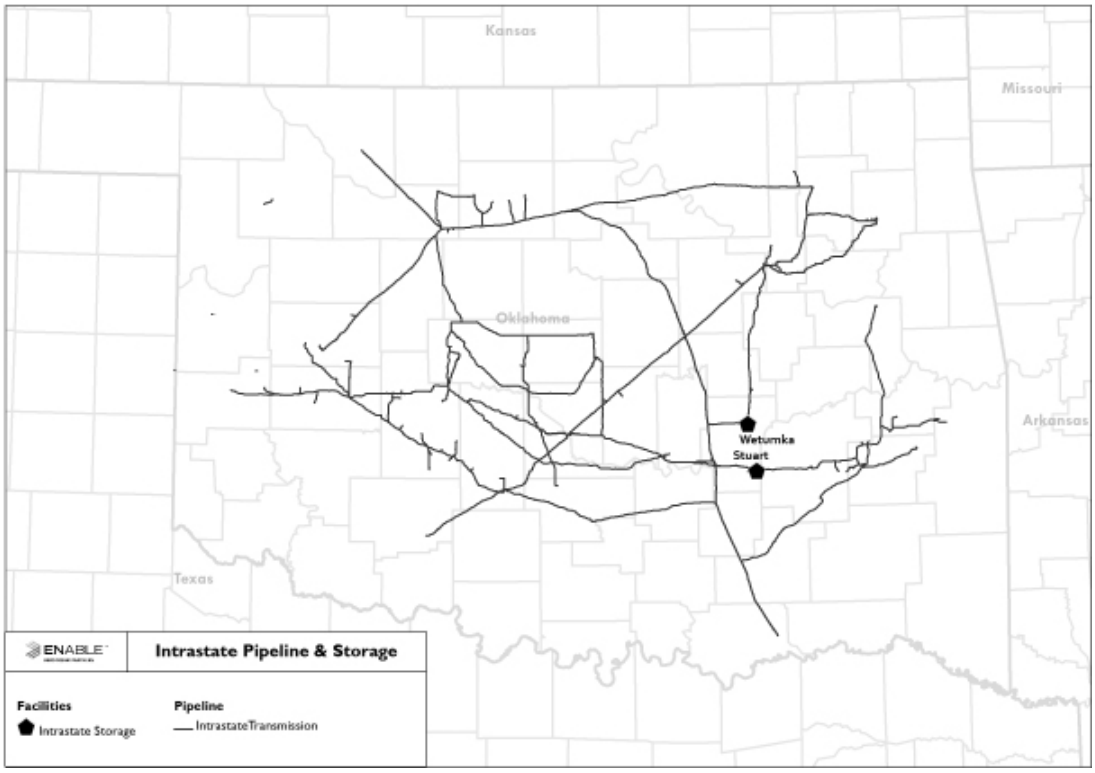
The SESH pipeline has 11 interconnections with existing natural gas pipelines and access to three high deliverability storage facilities: Mississippi Hub Storage, Petal Gas Storage and Southern Pines Energy Center.

The primary customers for the SESH pipeline are companies that generate electricity using natural gas in the Florida market area. The rates charged by SESH for interstate transportation services are regulated by the FERC. Service on SESH is largely provided under long-term, negotiated rate agreements with customers.

Competition

Our interstate pipelines compete with other interstate and intrastate pipelines. The principal elements of competition among pipelines are rates, terms of service, and flexibility and reliability of service.

Intrastate Pipelines



General. Our intrastate pipelines consist of approximately 2,300 miles of intrastate transportation pipeline system in Oklahoma with 1.6 Tbtu/d of average daily throughput for the twelve months ended December 31, 2012 on a pro forma basis and approximately 20 miles of intrastate transportation pipeline in Illinois. Our intrastate systems deliver natural gas to interstate and intrastate pipelines and end users primarily connected to the systems from the Arkoma and Anadarko basins, including growth activity in the Cana Woodford, Granite Wash, Cleveland, Tonkawa, SCOOP and Mississippi Lime shale plays in western Oklahoma and the Texas Panhandle.

Delivery Points. Our intrastate pipelines are connected to our EGT system and 12 third-party natural gas pipelines and have 62 interconnect points. These third-party natural gas pipelines include ANR Pipeline, El Paso Natural Gas Pipeline, Gulf Crossing Pipeline Company LLC, MEP, Natural Gas Pipeline Company of America, Northern Natural Gas Company, ONEOK Gas Transmission, Ozark Gas Transmission, L.L.C., Panhandle Eastern Pipe Line, Postrock KPC Pipeline, LLC, Southern Star Central Gas Pipeline (formerly Williams Central) and Western Farmers Electric Cooperative. In addition, our intrastate pipelines are connected to 36 end-user customers, including 15 natural gas-fired electric generation facilities in Oklahoma.

Customers. Our major transportation customers are OG&E, our affiliate, and Public Service Company of Oklahoma, an affiliate of AEP (PSO), the two largest electric utilities in Oklahoma. We provide gas transmission delivery services to all of OG&E's and PSO's natural gas-fired electric generation facilities in Oklahoma under firm intrastate transportation contracts. Customer demand for natural gas on our system is usually greater during

the summer, primarily due to demand by natural gas-fired electric generation facilities to serve residential and commercial electricity requirements.

Contracts. The intrastate pipelines provide fee-based firm and interruptible transportation services on both an intrastate basis and, pursuant to Section 311 of the NGPA, on an interstate basis. Transportation services are offered under Section 311 of the NGPA pursuant to terms and conditions specified in our statement of operating conditions for natural gas transportation. We derive a substantial portion of our transportation gross margins from firm transportation services subject to reservation charges. To the extent pipeline capacity is not needed for such firm transportation services and contracted capacity, we offer interruptible transportation services.

For the nine months ended September 30, 2013, on a pro forma basis, approximately 17% of our total transportation and storage business segment gross margins were derived from demand charges under firm contract arrangements for our intrastate pipelines. Our contracts with PSO and OG&E provide for a monthly demand charge plus variable transportation charges including fuel. The stated term of the PSO contract expired January 1, 2013, but the contract remains in effect from year to year thereafter unless either party provides written notice of termination to the other party at least six months prior to the commencement of the succeeding annual period. Because neither party provided notice of termination six months prior to January 1, 2014, the PSO contract will remain in effect at least through January 1, 2015. The stated term of the OG&E contract expired April 30, 2009, but the contract remains in effect from year to year thereafter unless either party provides written notice of termination to the other party at least 90 days prior to the commencement of the succeeding annual period. As part of the no-notice load-following contract with OG&E, we provide natural gas storage services for OG&E. We have been providing natural gas storage services to OG&E since August 2002 when we acquired the Stuart Storage Facility located in Hughes County, Oklahoma.

Storage. Our intrastate storage assets include two underground natural gas storage facilities in Oklahoma, which operate at a combined working gas level of 24 Bcf with 650 MMcf/d of aggregate maximum withdrawal and injection capacity as of September 30, 2013.

Competition

Our intrastate pipeline system competes with numerous interstate and intrastate pipelines, including several of the interconnected pipelines discussed above, and storage facilities in providing transportation services for natural gas. The principal elements of competition are rates, terms of services, flexibility and reliability of service. Natural gas-fired electric generation facilities contribute their highest value when they have the capability to provide load following service to the customer (*i.e.*, the ability of the generation facility to regulate generation to respond to and meet the instantaneous changes in customer demand for electricity). While the physical characteristics of natural gas-fired electric generation facilities are known to provide quick start-up, on-line functionality and the ability to efficiently provide varying levels of electric generation relative to other forms of generation, a key part of their effectiveness is contingent upon having access to an integrated pipeline and storage system that can respond quickly to meet their corresponding fluctuating fuel needs. We believe that we are well positioned to compete for the needs of these generators due to the ability of our transportation and storage assets to provide no-notice load following service.

Growth Opportunities for Transportation and Storage Business Segment

Our transportation systems are well-positioned to grow as environmental concerns drive the conversion of more coal-fired power generation to natural gas. We believe our system is also well-positioned to transport additional volumes of natural gas as regional premiums to benchmark prices, known as basis spreads, become more favorable. In addition, we expect the significant growth in the Oklahoma producing areas will provide growth opportunities for our entire transportation and storage systems as producers look for options to deliver their natural gas to market. The Perryville Hub is an integral part of our customer service offerings and provides a pathway to the important southeast power generation and industrial markets as well as the high-demand northeast markets.

Over the past several years, we have initiated multiple organic growth projects to increase capacity across our system, including expansions related to our expanding gathering and processing operations.

We believe that throughput on our EGT system will continue to grow due to increasing production in rich gas plays such as the Cana Woodford, Granite Wash, Mississippi Lime and East Texas/Cotton Valley plays. In 2014, we plan to invest $18 million of expansion capital in order to construct additional pipeline laterals to this system to accommodate this increasing production.

Since 2004, we have invested approximately $582 million on the SESH pipeline. We believe that throughput on the SESH pipeline will continue to grow due to increasing demand for natural gas across the southeastern United States. In order to expand throughput, we expect to spend approximately $6 million on growth projects through December 31, 2014, which we expect to place into service in the second half of 2014. This amount represents our share of the forecasted expansion capital for the joint venture.

Rate and Other Regulation

Federal, state, and local regulation of pipeline gathering and transportation services may affect certain aspects of our business and the market for our products and services.

Interstate Natural Gas Pipeline Regulation

Our interstate pipeline systems—EGT, MRT, and SESH—are subject to regulation by FERC under the NGA and are considered natural gas companies. Natural gas companies may not charge rates that have been determined to be unjust or unreasonable by the FERC. In addition, the FERC prohibits natural gas companies from unduly preferring or unreasonably discriminating against any person with respect to pipeline rates or terms and conditions of service. FERC authority over natural gas companies that provide natural gas pipeline transportation services in interstate commerce includes:

- rates, operating terms, conditions of service and service contracts;
- certification and construction of new facilities or expansion of existing facilities;
- extension or abandonment of services and facilities;
- maintenance of accounts and records;
- acquisition and disposition of facilities;
- initiation and discontinuation of services;
- depreciation and amortization policies;
- conduct and relationship with certain affiliates;
- market manipulation in connection with interstate natural gas sales, purchases or transportation; and
- various other matters.

Under the NGA, the rates for service on interstate facilities must be just and reasonable and not unduly discriminatory. Generally, the maximum filed recourse rates for interstate pipelines are based on the pipeline’s cost of service including recovery of and a return on the pipeline’s actual prudent investment cost. Key determinants in the ratemaking process are costs of providing service, allowed rate of return, volume throughput and contractual capacity commitment assumptions. Our interstate pipelines business operations may be affected by changes in the demand for natural gas, the available supply and relative price of natural gas in the Mid-continent and Gulf Coast natural gas supply regions and general economic conditions.

Tariff changes can only be implemented upon approval by the FERC. Two primary methods are available for changing the rates, terms and conditions of service of an interstate natural gas pipeline. Under the first method, the pipeline voluntarily seeks a tariff change by making a tariff filing with the FERC justifying the

proposed tariff change and providing notice, generally 30 days, to the appropriate parties. FERC will provide notice to the public through publication of the notice in the Federal Register. If the FERC determines that a proposed change is just and reasonable, the FERC will accept the proposed change and the pipeline will implement such a change in its tariff, normally 30 days after filing. However, if the FERC determines that a proposed change may not be just and reasonable then the FERC may suspend such a change for up to five months beyond the date on which the change would otherwise go into effect and set the matter for an administrative hearing. Subsequent to any suspension period ordered by the FERC, the proposed change may be placed into effect by the company, pending final FERC approval. In most cases, a proposed rate increase is placed into effect before a final FERC determination on such rate increase, and the proposed increase is collected subject to refund (plus interest). Under the second method, the FERC may, on its own motion or based on a complaint, initiate a proceeding seeking to compel the company to change its rates, terms and/or conditions of service. If the FERC determines that the existing rates, terms and/or conditions of service are unjust, unreasonable, unduly discriminatory or preferential, then any rate reduction or change that it orders generally will be effective prospectively from the date of the FERC order requiring this change.

Market Behavior Rules; Posting and Reporting Requirements

On August 8, 2005, Congress enacted the EPAct of 2005. Among other matters, the EPAct of 2005 amended the NGA to add an anti-manipulation provision that makes it unlawful for any entity to engage in prohibited behavior in contravention of rules and regulation to be prescribed by the FERC and, furthermore, provides the FERC with additional civil penalty authority. On January 19, 2006, the FERC issued Order No. 670, a rule implementing the anti-manipulation provisions of the EPAct of 2005. The rules make it unlawful for any entity, directly or indirectly in connection with the purchase or sale of natural gas subject to the jurisdiction of the FERC or the purchase or sale of transportation services subject to the jurisdiction of the FERC, to (1) use or employ any device, scheme or artifice to defraud; (2) to make any untrue statement of material fact or omit to make any such statement necessary to make the statements not misleading; or (3) to engage in any act or practice that operates as a fraud or deceit upon any person. The anti-manipulation rules apply to interstate gas pipelines and storage companies and intrastate gas pipelines and storage companies that provide interstate services, such as Section 311 service, as well as otherwise non-jurisdictional entities to the extent the activities are conducted “in connection with” gas sales, purchases or transportation subject to FERC jurisdiction. The anti-manipulation rules do not apply to activities that relate only to intrastate or other non-jurisdictional sales or gathering to the extent such transactions do not have a “nexus” to jurisdictional transactions. The EPAct of 2005 also amends the NGA and the NGPA to give the FERC authority to impose civil penalties for violations of these statutes and FERC’s regulations, rules, and orders, up to $1 million per day per violation for violations occurring after August 8, 2005. In connection with this enhanced civil penalty authority, the FERC issued a revised policy statement on enforcement to provide guidance regarding the enforcement of the statutes, orders, rules and regulations it administers, including factors to be considered in determining the appropriate enforcement action to be taken. Should we fail to comply with all applicable FERC-administered statutes, rules, regulations and orders, we could be subject to substantial penalties and fines. In addition, the CFTC is directed under the Commodities Exchange Act, or CEA, to prevent price manipulations for the commodity and futures markets, including the energy futures markets. Pursuant to the Dodd-Frank Act and other authority, the CFTC has adopted anti-market manipulation regulations that prohibit fraud and price manipulation in the commodity and futures markets. The CFTC also has statutory authority to seek civil penalties of up to the greater of $1 million or triple the monetary gain to the violator for violations of the anti-market manipulation sections of the CEA.

The EPAct of 2005 also added Section 23 to the NGA, authorizing the FERC to facilitate price transparency in markets for the sale or transportation of physical natural gas in interstate commerce. In 2007, the FERC took steps to enhance its market oversight and monitoring of the natural gas industry by issuing several rulemaking orders designed to promote gas price transparency and to prevent market manipulation. In December 2007, the FERC issued a final rule on the annual natural gas transaction reporting requirements, as amended by subsequent order on rehearing, or Order No. 704. Order No. 704 requires buyers and sellers of annual quantities of natural gas of 2,200,000 MMBtu or more, including entities not otherwise subject to the FERC’s jurisdiction, to provide

by May 1 of each year an annual report to the FERC describing their aggregate volumes of natural gas purchased or sold at wholesale in the prior calendar year to the extent such transactions utilize, contribute to or may contribute to the formation of price indices. Order No. 704 also requires market participants to indicate whether they report prices to any index publishers and, if so, whether their reporting complies with the FERC's policy statement on price reporting. In June 2010, the FERC issued the last of its three orders on rehearing and clarification further clarifying its requirements.

In May 2010, the FERC issued Order No. 735, which requires intrastate pipelines providing transportation services under Section 311 of the NGPA and Hinshaw pipelines operating under Section 1(c) of the NGA to report on a quarterly basis more detailed information and storage transaction information, including: rates charged by the pipeline under each contract; receipt and delivery points and zones or segments covered by each contract; the quantity of natural gas the shipper is entitled to transport, store, or deliver; the duration of the contract; and whether there is an affiliate relationship between the pipeline and the shipper. Order No. 735 further requires that such information must be supplied through a new electronic reporting system and will be posted on the FERC's website, and that such quarterly reports may not contain information redacted as privileged. The FERC promulgated this rule after determining that such transactional information would help shippers make more informed purchasing decisions and would improve the ability of both shippers and the FERC to monitor actual transactions for evidence of market power or undue discrimination. Order No. 735 also extends the FERC's periodic review of the rates charged by the subject pipelines from three to five years. Order No. 735 became effective on April 1, 2011. In December 2010, the FERC issued Order No. 735-A. In Order No. 735-A, the FERC generally reaffirmed Order No. 735 requiring Section 311 and "Hinshaw" pipelines to report on a quarterly basis storage and transportation transactions containing specific information for each transaction, aggregated by contract.

On November 15, 2012, the FERC issued a Notice of Inquiry seeking public comment on the issue of whether to amend its regulations under the natural gas market transparency provisions of Section 23 of the NGA, as adopted by EPAct of 2005, to consider the extent to which quarterly reporting of every natural gas transaction within the FERC's NGA jurisdiction that entails physical delivery for the next day or next month would provide useful information for improving natural gas market transparency. On July 9, 2013, the FERC provided notice that it was making a data request of certain natural gas marketers to better assess the reporting requirements. FERC has not yet issued an order.

Intrastate Natural Gas Pipeline and Storage Regulation

Our transmission lines are subject to state regulation of rates and terms of service. In Oklahoma, our intrastate pipeline system is subject to regulation by the Oklahoma Corporation Commission, or the OCC. Oklahoma has a non-discriminatory access requirement, which is subject to a complaint-based review. In Illinois, our intrastate pipeline system is subject to regulation by the Illinois Commerce Commission.

Intrastate natural gas transportation is largely regulated by the state in which the transportation takes place. An intrastate natural gas pipeline system may transport natural gas in interstate commerce provided that the rates, terms, and conditions of such transportation service comply with FERC regulation and Section 311 of the NGPA and Part 284 of the FERC's regulations. The NGPA regulates, among other things, the provision of transportation and storage services by an intrastate natural gas pipeline on behalf of an interstate natural gas pipeline or a LDC served by an interstate natural gas pipeline. Under Section 311, rates charged for transportation must be fair and equitable, and amounts collected in excess of fair and equitable rates are subject to refund with interest. The rates under Section 311 are maximum rates and we may negotiate contractual rates at or below such maximum rates. Rates for service pursuant to Section 311 of the NGPA are generally subject to review and approval by FERC at least once every five years. Should the FERC determine not to authorize rates equal to or greater than our currently approved Section 311 rates, our business may be adversely affected.

Failure to observe the service limitations applicable to transportation services provided under Section 311, failure to comply with the rates approved by FERC for Section 311 service, or failure to comply with the terms and conditions of service established in the pipeline's FERC-approved Statement of Operating Conditions could result in the assertion of federal NGA jurisdiction by FERC and/or the imposition of administrative, civil and criminal penalties, as described in the "—Interstate Natural Gas Pipeline Regulation" section above.

The transportation rates charged by Enable Oklahoma Intrastate Transmission, LLC for natural gas transportation in interstate commerce on intrastate pipelines are subject to the jurisdiction of the FERC under Section 311 of the NGPA. Enable Oklahoma currently has two zones under its Section 311 transportation rate structure—an East Zone and a West Zone. Enable Oklahoma historically offered only interruptible Section 311 service in both zones. Enable Oklahoma began to offer firm Section 311 service in the East Zone on April 1, 2009 and in the West Zone on March 1, 2011. For Section 311 service, Enable Oklahoma may charge up to its maximum established zonal East and West interruptible transportation rates for interruptible transportation in one zone or cumulative maximum rates for transportation in both zones. Enable Oklahoma may charge up to its maximum established firm rate for firm Section 311 transportation in its East and West Zones. Finally, Enable Oklahoma may charge the applicable fixed zonal fuel percentage(s) for the fuel used in transporting natural gas under Section 311 on our system. The fuel percentages are the same for firm and interruptible Section 311 services.

We also have a pipeline in Illinois that is subject to regulation by the Illinois Commerce Commission as a so-called "Hinshaw pipeline." Under Section 1(c) of the NGA, a Hinshaw pipeline is exempt from FERC's NGA regulation if its operations are within a single state, if any gas received from interstate sources is received within the state and if its service is regulated by the state commission. A Hinshaw pipeline may, and our Illinois pipeline does, provide services in interstate commerce pursuant to limited jurisdiction certificate authority under Section 284.224(c) of FERC's regulations, thereby subjecting itself to the same type of limited FERC jurisdiction imposed on intrastate pipelines engaged in Section 311 service.

Our intrastate storage assets at the Wetumka Storage Field offer both fee-based firm and interruptible storage services under Section 311 of the NGPA pursuant to terms and conditions specified in our statement of operating conditions for gas storage at market-based rates. Our intrastate Stuart Storage Field currently is used exclusively to provide intrastate storage service, even though FERC previously authorized the use of that storage facility for Section 311 interstate service.

Natural Gas Gathering Pipeline Regulation

Section 1(b) of the NGA exempts natural gas gathering facilities from the jurisdiction of the FERC. Although the FERC has not made formal determinations with respect to all of our facilities we consider to be gathering facilities, we believe that our natural gas pipelines meet the traditional tests that the FERC has used to determine that a pipeline is a gathering pipeline and is therefore not subject to FERC jurisdiction. The distinction between FERC-regulated transmission services and federally unregulated gathering services, however, has been the subject of substantial litigation, and the FERC determines whether facilities are gathering facilities on a case-by-case basis, so the classification and regulation of our gathering facilities is subject to change based on future determinations by the FERC, the courts or Congress. If the FERC were to consider the status of an individual facility and determine that the facility and/or services provided by it are not exempt from FERC regulation under the NGA and that the facility provides interstate service, the rates for, and terms and conditions of, services provided by such facility would be subject to regulation by the FERC under the NGA or the NGPA. Such regulation could decrease revenue, increase operating costs, and, depending upon the facility in question, could adversely affect our results of operations and cash flows. In addition, if any of our facilities were found to have provided services or otherwise operated in violation of the NGA or NGPA, this could result in the imposition of civil penalties as well as a requirement to disgorge charges collected for such service in excess of the rate established by the FERC.

States may regulate gathering pipelines. State regulation of gathering facilities generally includes various safety, environmental and, in some circumstances, requirements prohibiting undue discrimination, and in some instances complaint-based rate regulation. Our gathering operations may be subject to ratable take and common purchaser statutes in the states in which they operate. The ratable take statutes generally require gatherers to take, without undue discrimination, natural gas production that may be tendered to the gatherer for handling. Similarly, common purchaser statutes generally require gatherers to purchase without undue discrimination as to source of supply or producer. These statutes are designed to prohibit discrimination in favor of one producer over another producer or one source of supply over another source of supply. These statutes have the effect of restricting our right as an owner of gathering facilities to decide with whom we contract to purchase or transport natural gas.

Oklahoma and Texas have each adopted a form of complaint-based regulation of gathering operations that generally allows natural gas producers and shippers to file complaints with state regulators in an effort to resolve grievances relating to natural gas gathering open access and rate discrimination. Texas has also adopted a complaint based regulation, known as the lost and unaccounted for gas bill, which gives the Texas Railroad Commission the authority to issue orders for purposes of preventing waste in specific situations. To date, neither the gathering regulations nor the lost and unaccounted for gas bill have had a significant impact on our operations in Oklahoma or Texas. However, we cannot predict what effect, if any, either of these regulations might have on its gathering operations in Oklahoma or Texas in the future.

Our gathering operations could be adversely affected should they be subject in the future to the application of state or federal regulation of rates and services. Our gathering operations could also be subject to additional safety and operational regulations relating to the design, construction, testing, operation, replacement and maintenance of gathering facilities. Additional rules and legislation pertaining to these matters are considered or adopted from time to time. We cannot predict what effect, if any, such changes might have on its operations, but the industry could be required to incur additional capital expenditures and increased costs depending on future legislative and regulatory changes.

Sales of Natural Gas

The price at which we buy and sell natural gas currently is not subject to federal regulation and, for the most part, is not subject to state regulation. However, as noted above, with regard to our physical purchases and sales of these energy commodities, and any related hedging activities that we undertake, we are required to observe anti-market manipulation laws and related regulations enforced by the FERC and/or the CFTC. Should we violate the anti-market manipulation laws and regulations, we could also be subject to related third party damage claims by, among others, market participants, sellers, royalty owners and taxing authorities.

Our sales of natural gas are affected by the availability, terms and cost of pipeline transportation. As noted above, the price and terms of access to pipeline transportation are subject to extensive federal and state regulation. FERC is continually proposing and implementing new rules and regulations affecting those segments of the natural gas industry, most notably interstate natural gas transmission companies that remain subject to FERC jurisdiction. These initiatives also may affect the intrastate transportation of natural gas under certain circumstances. The stated purpose of many of these regulatory changes is to promote competition among the various sectors of the natural gas industry. We cannot predict the ultimate impact of these regulatory changes to our natural gas marketing operations.

Crude Oil Gathering Regulation

Crude oil gathering pipelines that provide interstate transportation service may be regulated as a common carrier by the FERC under the ICA, the Energy Policy Act of 1992, and the rules and regulations promulgated under those laws. The ICA and FERC regulations require that rates for interstate service pipelines that transport crude oil and refined petroleum products (collectively referred to as “petroleum pipelines”) and certain other liquids, be just and reasonable and are to be non-discriminatory or not confer any undue preference upon any

shipper. FERC regulations also require interstate common carrier petroleum pipelines to file with the FERC and publicly post tariffs stating their interstate transportation rates and terms and conditions of service. Under the ICA, the FERC or interested persons may challenge existing or changed rates or services. The FERC is authorized to investigate such charges and may suspend the effectiveness of a new rate for up to seven months. A successful rate challenge could result in a common carrier paying refunds together with interest for the period that the rate was in effect. The FERC may also order a pipeline to change its rates, and may require a common carrier to pay shippers reparations for damages sustained for a period up to two years prior to the filing of a complaint.

If our rate levels were investigated by the FERC, the inquiry could result in a comparison of our rates to those charged by others or to an investigation of our costs, including:

- the overall cost of service, including operating costs and overhead;
- the allocation of overhead and other administrative and general expenses to the regulated entity;
- the appropriate capital structure to be utilized in calculating rates;
- the appropriate rate of return on equity and interest rates on debt;
- the rate base, including the proper starting rate base;
- the throughput underlying the rate; and
- the proper allowance for federal and state income taxes.

For some time now, the FERC has been issuing regulatory assurances that necessarily balance the anti-discrimination and undue preference requirements of common carriage with the expectations of investors in new and expanding petroleum pipelines. There is an inherent tension between the requirements imposed upon a common carrier and the need for owners of petroleum pipelines to be able to enter into long-term, firm contracts with shippers willing to make the commitments which underpin such large capital investments. For example, the FERC has found that shipper contract rates are not per se violations of the duty of non-discrimination, provided that such rates are available to all similarly-situated shippers. In the same vein, the FERC has approved varying term commitments with tiered rate discounts on the basis that committed shippers were not similarly situated with uncommitted shippers and further that different types of committed shippers were not similarly situated with each other if their commitment level materially differed. The FERC has also found that shippers making certain commitments to the pipeline can take advantage of priority or firm service, which is service that is not subject to typical capacity allocation requirements, so long as any interested shipper has an equal opportunity to make such a commitment to the carrier. The FERC's solution has been to allow carriers to hold an "open season" prior to the in-service date of pipeline, during which time interested shippers can make commitments to the proposed pipeline project. Throughput commitments from interested shippers during an open season can be for firm service or for non-firm service. Typically, such an open season is for a 30-day period, must be publicly announced, and culminates in interested parties entering into transportation agreements with the carrier. Under FERC precedent, a carrier typically may reserve up to 90% of available capacity for the provision of firm service to shippers making a commitment. At least 10% of capacity ordinarily is reserved for "walk-up" shippers.

Under the ICA, the FERC does not have authority over the siting of oil transportation assets nor over the abandonment of facilities or services. Accordingly, no approval from the FERC is necessary prior to placing a new petroleum pipeline project in operation. However, the FERC highly encourages carriers to file a Petition for Declaratory Order (PDO) to seek regulatory assurances for key terms of service offered during an open season. As long as the shippers on our Bakken crude oil gathering system move oil in interstate commerce, our crude oil gathering system will not be regulated by the North Dakota Public Service Commission.

Safety and Health Regulation

Certain of our facilities are subject to pipeline safety regulations. PHMSA regulates safety requirements in the design, construction, operation and maintenance of jurisdictional natural gas and hazardous liquid pipeline

facilities. All natural gas transmission facilities, such as our interstate natural gas pipelines, are subject to PHMSA's pipeline safety regulations, but natural gas gathering pipelines are subject to the pipeline safety regulations only to the extent they are classified as regulated gathering pipelines. In addition, several NGL pipeline facilities and crude oil pipeline facilities are regulated as hazardous liquids pipelines. Currently, each such NGL or crude oil facility is excepted from many of the requirements of PHMSA's regulations applicable to hazardous liquids pipelines based on the facility's location, product transported, and/or the low stress level at which it operates.

Pursuant to the Natural Gas Pipeline Safety Act of 1968, or NGPSA, and the Hazardous Liquid Pipeline Safety Act of 1979, or HLPSA, as amended by the Pipeline Safety Act of 1992, or PSA, the Accountable Pipeline Safety and Partnership Act of 1996, or APSA, the Pipeline Safety Improvement Act of 2002, or PSIA, the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, or the PIPES Act, and the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011, or the 2011 Pipeline Safety Act, the DOT, through PHMSA, regulates pipeline safety and integrity. The NGPSA regulates safety requirements in the design, construction, operation and maintenance of gas pipeline facilities, while the PSIA establishes mandatory inspections for all U.S. oil and natural gas transmission pipelines in high-consequence areas, or HCAs.

NGL and crude oil pipelines are subject to regulation by PHMSA under the HLPSA which requires PHMSA to develop, prescribe, and enforce minimum federal safety standards for the transportation of hazardous liquids by pipeline, and comparable state statutes with respect to design, installation, testing, construction, operation, replacement and management of pipeline facilities. HLPSA covers petroleum and petroleum products, including NGLs and condensate, and requires any entity that owns or operates pipeline facilities to comply with such regulations, to permit access to and copying of records and to file certain reports and provide information as required by the United States Secretary of Transportation. These regulations include potential fines and penalties for violations. We believe that we are in compliance in all material respects with these HLPSA regulations. The PSA added the environment to the list of statutory factors that must be considered in establishing safety standards for hazardous liquid pipelines, established safety standards for certain "regulated gathering lines," and mandated that regulations be issued to establish criteria for operators to use in identifying and inspecting pipelines located in HCAs, defined as those areas that are unusually sensitive to environmental damage, that cross a navigable waterway, or that have a high population density. In 1996, Congress enacted the APSA, which limited the operator identification requirement to operators of pipelines that cross a waterway where a substantial likelihood of commercial navigation exists, required that certain areas where a pipeline rupture would likely cause permanent or long-term environmental damage be considered in determining whether an area is unusually sensitive to environmental damage, and mandated that regulations be issued for the qualification and testing of certain pipeline personnel. In the PIPES Act, Congress required mandatory inspections for certain U.S. crude oil and natural gas transmission pipelines in HCAs and mandated that regulations be issued for low-stress hazardous liquid pipelines and pipeline control room management.

PHMSA has developed regulations that require natural gas pipeline operators to implement integrity management programs, including more frequent inspections and other measures to ensure pipeline safety in HCAs. The regulations require operators, including us, to:

- perform ongoing assessments of pipeline integrity;
- identify and characterize applicable threats to pipeline segments that could impact an HCA;
- improve data collection, integration and analysis;
- repair and remediate pipelines as necessary; and
- implement preventive and mitigating actions.

Although many of our pipeline facilities fall within a class that is currently not subject to these integrity management requirements, we may incur significant costs and liabilities associated with repair, remediation,

preventive or mitigating measures associated with our non-exempt pipelines. In 2012, we incurred $32 million of capital expenditures and operating costs for pipeline integrity management. We currently estimate that we will incur capital expenditures and operating costs of between $425 million and $450 million from 2013 to 2017 in connection with pipeline integrity management to complete the testing required by existing DOT regulations and their state counterparts. The estimated capital expenditures and operating costs include our estimates for the assessment, remediation and prevention or other mitigation that may be determined to be necessary. At this time, we cannot predict the ultimate costs of our integrity management program and compliance with these regulations because those costs will depend on the number and extent of any repairs found to be necessary and the degree to which newly proposed pipeline safety regulations may apply to our pipeline systems. We will continue to assess, remediate and maintain the integrity of our pipelines. The results of these activities could cause us to incur significant and unanticipated capital and operating expenditures for repairs or upgrades deemed necessary to ensure the continued safe and reliable operations of our pipelines. Additionally, should we fail to comply with DOT or comparable state regulations, we could be subject to penalties and fines. If future DOT pipeline integrity management regulations were to require that we expand our integrity managements program to currently unregulated pipelines, including gathering lines, our costs associated with compliance may have a material effect on our operations.

The 2011 Pipeline Safety Act reauthorizes funding for federal pipeline safety programs, increases penalties for safety violations, establishes additional safety requirements for newly constructed pipelines, and requires studies of certain safety issues that could result in the adoption of new regulatory requirements for existing pipelines. The 2011 Pipeline Safety Act, among other things, increases the maximum civil penalty for pipeline safety violations and directs the Secretary of Transportation to promulgate rules or standards relating to expanded integrity management requirements, automatic or remote-controlled valve use, excess flow valve use, leak detection system installation and testing to confirm the material strength of pipe operating above 30% of specified minimum yield strength in HCAs. Effective October 25, 2013, PHMSA adopted new rules increasing the maximum administrative civil penalties for violations of the pipeline safety laws and regulations after January 3, 2012 to $0.2 million per violation per day, with a maximum of $2 million for a related series of violations. PHMSA recently issued a final rule applying safety regulations to certain rural low-stress hazardous liquid pipelines that were not covered previously by some of its safety regulations. PHMSA also published advance notice of proposed rulemakings to solicit comments on the need for changes to its natural gas and liquid pipeline safety regulations, including changes to those rules that would apply to gathering lines and removal of an exemption for natural gas pipelines installed before 1970. In May 2012, PHMSA published an advisory bulletin stating that operators of gas and hazardous liquid pipeline facilities should verify records relating to operating specifications for maximum allowable operating pressure, MAOP, for gas pipelines and maximum operating pressure, or MOP, for hazardous liquid pipelines. For natural gas transmission pipelines located within Class 3 and Class 4 locations or in Class 1 and Class 2 locations in HCAs, PHMSA modified its annual report form to require operators to report the number of verified miles of pipeline on their systems. This report was due and filed in June 2013. No MOP reporting requirements were imposed on operators of hazardous liquid pipeline for the 2012 calendar year reports. Our current practice is to continually monitor and update our records with respect to MAOP of our gas pipelines. Future PHMSA rulemakings and/or industry commitments could have a material impact on our operations.

While we cannot predict the outcome of legislative or regulatory initiatives, such legislative and regulatory changes could have a material effect on our operations, particularly through more stringent and comprehensive safety regulations (such as integrity management requirements) to pipelines and gathering lines not previously subject to such requirements. While we expect any legislative or regulatory changes will provide sufficient time to come into compliance with the new requirements, the costs associated with compliance may have a material effect on our operations.

States are preempted by federal law from imposing pipeline safety standards below the minimum federal standards established by DOT, but they may establish more rigorous standards for intrastate gas and hazardous liquids pipelines. State agencies may also assume responsibility for enforcing intrastate pipeline regulations as a

cooperating agency. In practice, states vary considerably in their authority and capacity to address pipeline safety. In the state of Oklahoma, the OCC's Transportation Division, acting through the Pipeline Safety Department, administers the OCC's intrastate regulatory program to assure the safe transportation of natural gas, petroleum and other hazardous materials by pipeline. The OCC develops regulations and other approaches to assure safety in design, construction, testing, operation, maintenance and emergency response to pipeline facilities. The OCC derives its authority over intrastate pipeline operations through state statutes and certification agreements with the DOT. A similar regime for safety regulation is in place in Texas and is administered by the Texas Railroad Commission. Our natural gas transmission and DOT regulated gathering pipelines have ongoing inspection and compliance programs designed to keep the facilities in compliance with pipeline safety and pollution control requirements.

We have incorporated all existing requirements into our programs by the required regulatory deadlines, and are continually incorporating the new requirements into procedures and budgets. We expect to incur increasing regulatory compliance costs, based on the intensification of the regulatory environment and forecasted changes to regulations as outlined above. In addition to regulatory changes, costs may be incurred when there is an accidental release of a commodity transported by our system, or a regulatory inspection identifies a deficiency in our required programs.

In addition to these pipeline safety requirements, we are subject to a number of federal and state laws and regulations, including the Occupational Safety and Health Act of 1970 (OSHA) and comparable state statutes, whose purpose is to protect the safety and health of workers, both generally and within the pipeline industry. In addition, the OSHA hazard communication standard, the EPA community right-to-know regulations under Title III of the Federal Superfund Amendment and Reauthorization Act and comparable state statutes require that information be maintained concerning hazardous materials used or produced in our operations and that this information be provided to employees, state and local government authorities and citizens. We are also subject to OSHA Process Safety Management regulations, which are designed to prevent or minimize the consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals. These regulations apply to any process which involves a chemical at or above the specified thresholds or any process which involves flammable liquid or gas, pressurized tanks, caverns and wells in excess of 10,000 pounds at various locations. We have an internal program of inspection designed to monitor and enforce compliance with worker safety and health requirements. We believe that we are in material compliance with all applicable laws and regulations relating to worker safety and health.

The Department of Homeland Security Appropriation Act of 2007 requires the Department of Homeland Security, or DHS, to issue regulations establishing risk-based performance standards for the security of chemical and industrial facilities, including oil and gas facilities that are deemed to present "high levels of security risk." The DHS issued an interim final rule in April 2007 regarding risk-based performance standards to be attained pursuant to this act and, on November 20, 2007, further issued an Appendix A to the interim rules that establish chemicals of interest and their respective threshold quantities that will trigger compliance with these interim rules. Covered facilities that are determined by DHS to pose a high level of security risk will be required to prepare and submit Security Vulnerability Assessments and Site Security Plans as well as comply with other regulatory requirements, including those regarding inspections, audits, recordkeeping, and protection of chemical-terrorism vulnerability information.

While we are not currently subject to governmental standards for the protection of computer-based systems and technology from cyber threats and attacks, proposals to establish such standards are being considered by the U.S. Congress and by U.S. Executive Branch departments and agencies, including the Department of Homeland Security, and we may become subject to such standards in the future. We have systems in place to monitor and address the risk of cyber-security breaches in our business, operations and control environments. We routinely review and update those systems as the nature of that risk requires. We are not aware of any cyber-security breach affecting any of our business, operations or control environments. A significant cyber-attack could have a material effect on our operations and those of our customers.

Environmental Matters

General

Our activities are subject to stringent and complex federal, state and local laws and regulations governing environmental protection including the discharge of materials into the environment. These laws and regulations can restrict or impact our business activities in many ways, such as restricting the way we can handle or dispose of our wastes, requiring remedial action to mitigate pollution conditions that may be caused by our operations or that are attributable to former operators, regulating future construction activities to mitigate harm to threatened or endangered species and requiring the installation and operation of pollution control equipment. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, the imposition of remedial requirements and the issuance of orders enjoining future operations. We believe that our operations are in substantial compliance with current federal, state and local environmental standards.

Environmental regulation can increase the cost of planning, design, initial installation and operation of our facilities and has the potential to restrict or delay our operations and development projects, particularly pipeline projects. Historically, our total expenditures for environmental control measures and for remediation have not been significant in relation to our consolidated financial position or results of operations. We believe, however, that it is reasonably likely that the trend in environmental legislation and regulations will continue towards more restrictive standards. Compliance with these standards is expected to increase the cost of conducting business.

We estimate that our routine environmental expenses for 2013 for technical support, fees, sampling, testing and other similar items will be $10 million. Reciprocating internal combustion engines maximum achievable control technology (RICE MACT) and greenhouse gases (GHG) expenses for 2013 are estimated to be $4 million. Routine expenses for 2014 to 2016 are expected to average $10 million per year, and RICE MACT and GHG costs are expected to average $3 million per year over the same timeframe. Costs for incidental environmental activities, such as permitting as part capital projects and waste disposal, are included in routine capital and operating expenses. Management continues to evaluate our compliance with existing and proposed environmental legislation and regulations and implement appropriate environmental programs in a competitive market.

Air

Our operations are subject to the federal Clean Air Act, as amended (CAA), and comparable state laws and regulations. These laws and regulations regulate emissions of air pollutants from various industrial sources, including natural gas processing plants and compressor stations, and also impose various monitoring and reporting requirements. Such laws and regulations may require that we obtain pre-approval for the construction or modification of certain projects or facilities expected to produce air emissions or result in the increase of existing air emissions (including greenhouse gas emissions as discussed below), obtain and strictly comply with air permits containing various emissions and operational limitations or install emission control equipment. We likely will be required to incur certain capital expenditures in the future for air pollution control equipment and technology in connection with obtaining and maintaining operating permits and approvals for air emissions.

Climate Change

More stringent laws and regulations relating to climate change and GHGs may be adopted in the future and could cause us to incur material expenses in complying with them. Both houses of Congress have actively considered legislation to reduce emissions of GHGs, but no legislation has passed. In the absence of comprehensive federal legislation on GHG emission control, the EPA has adopted rules under the CAA to regulate GHGs as pollutants under the CAA. The EPA has adopted the Prevention of Significant Deterioration and Title V Greenhouse Gas Tailoring Rule (Tailoring Rule), which phases in permitting requirements for stationary sources of GHGs, beginning January 2, 2011. This rule “tailors” these permitting programs to apply to certain stationary sources of GHG emissions in a multi-step process, with the largest sources first subject to

permitting. Our operations are subject to these permitting requirements, and if additional changes or other similar requirements are enacted, our facilities could be subject to significant additional costs to control our emissions and comply with regulatory requirements. Several states have passed laws, adopted regulations or undertaken regulatory initiatives to reduce the emission of GHGs, primarily through the planned development of GHG emission inventories and/or regional GHG cap and trade programs. Oklahoma, Arkansas, Louisiana, Kansas, Missouri, Illinois, Tennessee, Mississippi, Alabama, North Dakota and Texas are not among them. If legislation or regulations are passed at the federal or state levels in the future requiring mandatory reductions of carbon dioxide and other GHGs on our facilities, this could result in significant additional compliance costs that would affect the our future financial position, results of operations and cash flows.

In 2009, the EPA adopted a comprehensive national system for reporting emissions of carbon dioxide and other GHGs produced by major sources in the United States known as the Greenhouse Gas Mandatory Reporting Rule. The reporting requirements apply to large direct emitters of greenhouse gases with emissions equal to or greater than a threshold of 25,000 metric tons per year which included certain of our facilities. On November 30, 2010, the EPA published a final rule expanding its existing GHG emissions reporting rule published in 2009 to include natural gas processing, transmission, storage and distribution activities. Beginning in September of 2012 with 2011 data, certain midstream facilities are now required to submit annual reports of GHG emissions to the EPA.

The adoption of legislation or regulatory programs to reduce emissions of GHGs could require us to incur increased operating costs, such as costs to purchase and operate emissions control systems, to acquire emissions allowances or comply with new regulatory or reporting requirements. Any such legislation or regulatory programs could also increase the cost of consuming, and thereby reduce demand for, the natural gas we gather, treat and transport. Consequently, legislation and regulatory programs to reduce emissions of GHGs could have an adverse effect on our business, financial condition and results of operations.

National Environmental Policy Act (NEPA)

NEPA provides for regulatory review in connection with certain projects that involve federal lands or require certain actions by federal agencies, which implicates a number of other laws and regulations such as the Endangered Species Act, Migratory Bird Treaty Act, Rivers and Harbors Act, Clean Water Act, Bald and Golden Eagle Protection Act, Fish and Wildlife Coordination Act, Marine Mammal Protection Act and National Historic Preservation Act. The NEPA review process can be lengthy and subjective and can cause delays in projects. Some of our projects that require NEPA review are related to pipeline integrity. Ineffective implementation of this process could cause significant impacts to commercial and compliance projects.

Endangered Species

Certain federal laws, including the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act and the Endangered Species Act, provide special protection to certain designated species. These laws and any state equivalents provide for significant civil and criminal penalties for unpermitted activities that result in harm to or harassment of certain protected animals and plants, including damage to their habitats. If such species are located in an area in which we conduct operations, or if additional species in those areas become subject to protection, our operations and development projects, particularly pipeline projects, could be restricted or delayed, or we could be required to implement expensive mitigation measures. Moreover, as a result of a settlement approved by the U.S. District Court for the District of Columbia in September 2011, the U.S. Fish and Wildlife Service is required to make a determination on listing of more than 250 species as endangered or threatened under the Endangered Species Act, or ESA, by no later than completion of the agency’s 2017 fiscal year. The designation of previously unprotected species as threatened or endangered in areas where underlying property operations are conducted could cause us to incur increased costs arising from species protection measures or could result in limitations on our customer’s exploration and production activities that could have an adverse impact on demand for our services. Portions of the basins we serve are designated as critical or suitable habitat

for endangered species. If additional portions of the basins we serve were designated as critical or suitable habitat for endangered species, it could aversely impact the cost of operating our systems and of constructing new facilities. We believe that we are in substantial compliance with all applicable laws providing special protection to designated species.

Hazardous Substances and Waste

Our operations are subject to federal and state environmental laws and regulations relating to the management and release of hazardous substances, solid and hazardous wastes, and petroleum hydrocarbons. For instance, our operations are subject to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund) and comparable state cleanup laws that impose liability, without regard to the legality of the original conduct, on certain classes of persons responsible for the release of hazardous substances into the environment. These persons include current and prior owners or operators of the site where the release occurred and companies that disposed or arranged for the disposal of the hazardous substances found at the site. Under CERCLA, these persons may be subject to joint and several strict liability for the costs of cleaning up the hazardous substances that have been released into the environment, for damages to natural resources and for the costs of certain health studies. CERCLA also authorizes the EPA and, in some instances, third parties to act in response to threats to the public health or the environment and to seek to recover the costs they incur from the responsible classes of persons. It is not uncommon for neighboring landowners and other third parties to file claims for personal injury and property damage allegedly caused by hazardous substances or other pollutants released into the environment. Because we utilize various products and generate wastes that are considered hazardous substances for purposes of CERCLA, we could be subject to liability for the costs of cleaning up and restoring sites where those substances have been released to the environment. At this time, it is not anticipated that any associated liability will cause a significant impact to us.

Our operations also generate solid and hazardous wastes that are subject to the federal Resource Conservation and Recovery Act of 1976 (RCRA) as well as comparable state laws. While RCRA regulates both solid and hazardous wastes, it imposes detailed requirements for the handling, storage, treatment and disposal of hazardous waste. RCRA currently exempts many natural gas gathering and field processing wastes from classification as hazardous waste. However, it is possible that these wastes, which could include wastes currently generated during our operations, will in the future be designated as “hazardous wastes” and therefore be subject to more rigorous and costly disposal requirements. Such changes to the law could have an impact on our capital expenditures and operating expenses. Further, these RCRA-exempt oil and gas exploration and production wastes may still be regulated under state law or RCRA’s less stringent solid waste requirements. The transportation of natural gas in pipelines may also generate some hazardous wastes that are subject to RCRA or a comparable state law regime.

Water

Our operations are subject to the federal Clean Water Act and analogous state laws and regulations. These laws and regulations impose detailed requirements and strict controls regarding the discharge of pollutants into state and federal waters. The discharge of pollutants, including discharges resulting from a spill or leak, is prohibited unless authorized by a permit or other agency approval. In addition, the federal Clean Water Act and analogous state laws require individual permits or coverage under general permits for discharges of storm water runoff from certain types of facilities. These permits may require us to monitor and sample the storm water runoff from some of our facilities. The federal Clean Water Act and regulations implemented thereunder also prohibit discharges of dredged and fill material in wetlands and other waters of the United States unless authorized by an appropriately issued permit. Spill prevention, control and countermeasure requirements of federal laws require appropriate containment berms and similar structures to help prevent the contamination of regulated waters in the event of a hydrocarbon tank spill, rupture or leak. Federal and state regulatory agencies can impose administrative, civil and criminal penalties for non-compliance with many of these requirements.

The primary federal law related to oil spill liability is the Oil Pollution Act (the OPA) which amends and augments oil spill provisions of the Clean Water Act and imposes certain duties and liabilities on certain "responsible parties" related to the prevention of oil spills and damages resulting from such spills in or threatening United States waters or adjoining shorelines. A liable "responsible party" includes the owner or operator of a facility, vessel or pipeline that is a source of an oil discharge or that poses the substantial threat of discharge, or in the case of offshore facilities, the lessee or permittee of the area in which a discharging facility is located. OPA assigns joint and several liability, without regard to fault, to each liable party for oil removal costs and a variety of public and private damages. Although defenses exist to the liability imposed by OPA, they are limited. In the event of an oil discharge or substantial threat of discharge, we may be liable for costs and damages.

Hydraulic Fracturing

Hydraulic fracturing is an important and common practice that is used to stimulate production of hydrocarbons from tight formations. The process involves the injection of water, sand and a small percentage of chemicals under pressure into the formation to fracture the surrounding rock and stimulate production. The process is regulated by state agencies, typically the state's oil and gas commission. A number of federal agencies, including the EPA and the U.S. Department of Energy, are analyzing, or have been requested to review, a variety of environmental issues associated with hydraulic fracturing. In addition, some states have adopted, and other states are considering adopting, regulations that could impose more stringent disclosure and/or well construction requirements on hydraulic fracturing operations. If new laws or regulations that significantly restrict hydraulic fracturing are adopted, such laws could make it more difficult or costly for our customers to perform fracturing to stimulate production from tight formations. Restrictions on hydraulic fracturing could also reduce the volume of natural gas that our customers produce, and could thereby adversely affect our revenues and results of operations.

For a further discussion regarding contingencies relating to environmental laws and regulations, see Note 10 to Notes to Combined Financial Statements.

Employees

As of September 30, 2013, approximately 1,900 individuals were providing services to us as seconded employees by OGE Energy and CenterPoint Energy, and other individuals were providing services to us pursuant to services agreements with OGE Energy or CenterPoint Energy. We did not have any direct employees. Please read "Certain Relationships and Related Party Transactions—Employee Agreements" for a description of the agreements governing these relationships.

Properties

Our real property falls into two categories: (i) parcels that we own in fee and (ii) parcels in which our interest derives from leases, easements, rights-of-way, permits or licenses from landowners or governmental authorities permitting the use of such land for our operations. Certain of our processing plants and related facilities are located on land we own in fee title, and we believe that we have satisfactory title to these lands. The remainder of the land on which our plants and related facilities are located is held by us pursuant to ground leases between us, or our subsidiaries, as lessee, and the fee owner of the lands, as lessors. We, or our predecessors, have leased these lands for many years without any material challenge known to us relating to the title to the land upon which the assets are located, and we believe that we have satisfactory leasehold estates to such lands. We have no knowledge of any challenge to the underlying fee title of any material lease, easement, right-of-way, permit or license held by us or to our title to any material lease, easement, right-of-way, permit or lease, and we believe that we have satisfactory title to all of our material leases, easements, rights-of-way, permits and licenses.

Record title to some of our assets may reflect names of prior owners until we have made the appropriate filings in the jurisdictions in which such assets are located. Title to some of our assets may be subject to

encumbrances. We believe that none of such encumbrances should materially detract from the value of our properties or our interest in those properties or should materially interfere with our use of them in the operation of our business. Substantially all of our pipelines are constructed on rights-of-way granted by the apparent owners of record of the properties. Lands over which pipeline rights-of-way have been obtained may be subject to prior liens that have not been subordinated to the rights-of-way grants.

We currently occupy 134,219 square feet of office space at One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102 under a lease that expires March 31, 2017. Although we may require additional office space as our business expands, we believe that our current facilities are adequate to meet our needs for the immediate future. In addition to our executive offices, we own numerous facilities throughout our service territory that support our operations. These facilities include, but are not limited to, district offices, fleet and equipment service facilities, compressor station facilities, operation support and other properties.

During the three years ended December 31, 2012, on a pro forma basis, our gross property, plant and equipment (excluding construction work in progress) additions were $3 billion and gross retirements were $212 million (including assets held for sale of $26 million). These additions were provided by cash generated from operations, short-term borrowings (through a combination of bank borrowings and commercial paper), long-term borrowings and permanent financings. The additions during this three-year period amounted to 37% of gross property, plant and equipment (excluding construction work in progress) at December 31, 2012.

Legal Proceedings

In the normal course of business, we are confronted with issues or events that may result in a contingent liability. These generally relate to lawsuits or claims made by third parties, including governmental agencies. When appropriate, management consults with legal counsel and other appropriate experts to assess the claim. If, in management's opinion, we have incurred a probable loss as set forth by GAAP, an estimate is made of the loss and the appropriate accounting entries are reflected in our Consolidated Financial Statements. At the present time, based on currently available information, we believe that any reasonably possible losses in excess of accrued amounts arising out of pending or threatened lawsuits or claims would not be quantitatively material to our financial statements and would not have a material adverse effect on our consolidated financial position, results of operations or cash flows.

MANAGEMENT

Management of Enable Midstream Partners, LP

Our general partner will manage our operations and activities on our behalf through its directors and officers. Our general partner is not elected by our unitholders and will not be subject to re-election in the future. The directors of our general partner will oversee our operations. Unitholders will not be entitled to elect the directors of our general partner, who will all be appointed by OGE Energy and CenterPoint Energy, or directly or indirectly participate in our management or operations. However, our general partner owes a duty to our unitholders. Our general partner will be liable, as general partner, for all of our debts (to the extent not paid from our assets), except for indebtedness or other obligations that are made expressly non-recourse to it. Our general partner therefore may cause us to incur indebtedness or other obligations that are non-recourse to it.

The board of directors of our general partner is comprised of four directors. We intend to increase the size of the board of directors to six members prior to the closing of this offering. We intend to further increase the size of the board of directors to seven directors within twelve months of the date of this prospectus. OGE Energy and CenterPoint Energy have each appointed two members to the board of directors of our general partner. The remaining directors will be chosen by unanimous vote of OGE Energy and CenterPoint Energy. When the size of the board increases to six directors, we will have two directors who are independent as defined under the independence standards established by the NYSE. When the size of the board increases to seven directors, we will have three directors who are independent under such standards. The NYSE does not require a publicly traded limited partnership like us to have a majority of independent directors on the board of directors of our general partner or to establish a compensation or a nominating and corporate governance committee. We are, however, required to have an audit committee of at least three members who meet the independence and experience tests established by the NYSE and the Exchange Act within twelve months of the date our common units are first traded on the NYSE.

In compliance with the requirements of the NYSE, prior to the closing of this offering, OGE Energy and CenterPoint Energy will have appointed two independent members to the board of directors of our general partner. OGE Energy and CenterPoint Energy will appoint a third independent director within twelve months of the date of this prospectus. Independent members of the board of directors of our general partner will serve as the initial members of the audit and the conflicts committees of the board of directors of our general partner.

In identifying and evaluating candidates as possible director-nominees of our general partner, OGE Energy and CenterPoint Energy will assess the experience and personal characteristics of the possible nominee against the following individual qualifications, which OGE Energy and CenterPoint Energy may modify from time to time:

- possesses appropriate skills and professional experience;
- has a reputation for integrity and other qualities;
- possesses expertise, including industry knowledge, determined in the context of the needs of the board of directors of our general partner;
- has experience in positions with a high degree of responsibility;
- is a leader in the organizations with which he or she is affiliated;
- is diverse in terms of geography, gender, ethnicity and age;
- has the time, energy, interest and willingness to serve as a member of the board of directors of our general partner; and
- meets such standards of independence and financial knowledge as may be required or desirable.

The officers of our general partner will manage the day-to-day affairs of our business. We will also utilize a significant number of employees of OGE Energy and CenterPoint Energy to operate our business and provide us with general and administrative services pursuant to certain services agreements. Please see "Certain Relationships and Related Party Transactions." We will reimburse OGE Energy and CenterPoint Energy for allocated expenses of operational personnel who perform services for us, allocated general and administrative expenses and certain direct expenses. Please see "—Reimbursement of Expenses of Our General Partner."

Directors and Executive Officers of Enable GP, LLC

The following table shows information regarding the current directors and executive officers of Enable GP, LLC. Directors are elected for one-year terms. The business address of each of the directors and officers is listed below.

Name	Age	Position with Enable GP, LLC
Scott M. Prochazka[1]	47	Director
Gary L. Whitlock[1]	64	Director and Acting Chief Financial Officer
Peter B. Delaney[2]	59	Director
Sean Trauschke[2]	46	Director and Acting Chief Financial Officer
E. Keith Mitchell[3]	51	Chief Operating Officer
Mark C. Schroeder[1]	57	General Counsel

(1) 1111 Louisiana Street, Houston, Texas 77002
(2) 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma 73101
(3) One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102

Our directors hold office until the earlier of their death, resignation, removal or disqualification or until their successors have been elected and qualified. Officers serve at the discretion of the board of directors of our general partner. There are no family relationships among any of our directors or executive officers.

Scott M. Prochazka has been a director of our general partner since November 2013. Mr. Prochazka has served as Executive Vice President and Chief Operating Officer of CenterPoint Energy since August 1, 2012. He previously served as Senior Vice President and Division President, Electric Operations of CenterPoint Energy from May 2011 through July 2012; as Division Senior Vice President, Electric Operations of CenterPoint Energy's wholly owned subsidiary, CenterPoint Energy Houston Electric, LLC, from February 2009 to May 2011; as Division Senior Vice President Regional Operations of CenterPoint Energy's wholly owned subsidiary, CenterPoint Energy Resources Corp., from February 2008 to February 2009; and as Division Vice President, Customer Service Operations, from October 2006 to February 2008. We believe Mr. Prochazka's extensive knowledge of the industry and us, our operations and people, gained in his years of service with CenterPoint Energy in positions of increasing responsibility provides the board with valuable experience.

Gary L. Whitlock has been a director of our general partner since May 2013. He has served as Executive Vice President and Chief Financial Officer of CenterPoint Energy since September 2002. He served as Executive Vice President and Chief Financial Officer of the Delivery Group of Reliant Energy from July 2001 to September 2002. Mr. Whitlock served as the Vice President, Finance and Chief Financial Officer of Dow AgroSciences, a subsidiary of The Dow Chemical Company, from 1998 to 2001. He currently serves on the Board of Directors of KiOR, Inc. We believe Mr. Whitlock's energy industry and financial experience provides the board of directors with valuable experience in our financial and accounting matters.

Peter B. Delaney has been a director of our general partner since May 2013. Mr. Delaney is Chairman, President and Chief Executive Officer of OGE Energy and Chairman and Chief Executive Officer of OG&E.

From December 2011 to July 2013, Mr. Delaney was Chairman, President and Chief Executive Officer of OGE Energy and OG&E. From January 2011 to December 2011, Mr. Delaney was Chairman and Chief Executive Officer of OGE Energy and OG&E. From September 2007 to December 2010, Mr. Delaney was Chairman, President and Chief Executive Officer of OGE Energy and OG&E. From January 2007 to September 2007, Mr. Delaney was President and Chief Operating Officer of OGE Energy and OG&E. From 2004 to January 2007, he was Executive Vice President and Chief Operating Officer of OGE Energy and OG&E. From 2002 to 2004, Mr. Delaney was Executive Vice President, Finance and Strategic Planning for OGE Energy and served from 2002 to 2013 as the Chief Executive Officer of Enogex LLC. Mr. Delaney is a member of the Board of Directors of the Federal Reserve Bank of Kansas City. Mr. Delaney has been a director of OGE Energy and OG&E since January 2007. We believe his extensive knowledge of the industry and us, our operations and people, gained with OGE Energy and its affiliates in positions of increasing responsibility provides the board with valuable experience.

Sean Trauschke has been a director of our general partner since May 2013. Mr. Trauschke has been the Vice President and Chief Financial Officer of OGE Energy and OG&E since 2009 and President of OG&E since July 2013. He was Chief Financial Officer of Enogex Holdings from 2010 to 2013 and Chief Financial Officer of Enogex LLC from 2009 to 2013. From 2008 to 2009, Mr. Trauschke was the Senior Vice President—Investor Relations and Financial Planning of Duke Energy. We believe Mr. Trauschke's energy industry and financial experience provides the board of directors with valuable experience in our financial and accounting matters.

E. Keith Mitchell has been the Chief Operating Officer of our general partner since July 2013. From 2011 to August 2013, Mr. Mitchell was President and Chief Operating Officer of Enogex Holdings and President of Enogex LLC. From 2008 to 2011, Mr. Mitchell was Senior Vice President and Chief Operating Officer of Enogex LLC.

Mark C. Schroeder has been the General Counsel of our general partner since July 2013. Mr. Schroeder is the senior vice president and deputy general counsel of Regulation for CenterPoint Energy and has worked in CenterPoint Energy's legal department for 10 years. From 2003 to 2011, Mr. Schroeder was general counsel of CenterPoint Energy's midstream business unit. He also worked for El Paso Energy.

Board Leadership Structure

Under the limited liability company agreement of our general partner, the right to appoint the chairman of the board of our general partner will rotate between OGE Energy and CenterPoint Energy every two years. The term of the initial chairman of the board will expire on May 1, 2015, at which time will have the right to appoint the next chairman. Although the board of directors of our general partner has no policy with respect to the separation of the offices of chairman of the board and chief executive officer, we do not expect these positions to be occupied by the same individual due to the rotating chairmanship provision in the general partner's limited liability company agreement. Members of the board of directors of our general partner are appointed by OGE Energy and CenterPoint Energy. Accordingly, unlike holders of common stock in a corporation, our unitholders will have only limited voting rights on matters affecting our business or governance, subject in all cases to any specific unitholder rights contained in our partnership agreement.

Board Role in Risk Oversight

Our corporate governance guidelines will provide that the board of directors of our general partner is responsible for reviewing the process for assessing the major risks facing us and the options for their mitigation. This responsibility will be largely satisfied by the audit committee, which is responsible for reviewing and discussing with management and our registered public accounting firm our major risk exposures and the policies management has implemented to monitor such exposures, including our financial risk exposures and risk management policies.

Committees of the Board of Directors

Audit Committee

Within twelve months of the date our common units are first traded on the NYSE, our general partner will have an audit committee comprised of at least three directors who meet the independence and experience standards established by the NYSE and the Exchange Act. The audit committee will assist the board of directors of our general partner in its oversight of the integrity of our financial statements and our compliance with legal and regulatory requirements and corporate policies and controls. The audit committee will have the sole authority to retain and terminate our independent registered public accounting firm, approve all auditing services and related fees and the terms thereof and pre-approve any non-audit services to be rendered by our independent registered public accounting firm. The audit committee will also be responsible for confirming the independence and objectivity of our independent registered public accounting firm. Our independent registered public accounting firm will be given unrestricted access to the audit committee.

Conflicts Committee

At least two members of the board of directors of our general partner will serve on our conflicts committee. The conflicts committee will determine if the resolution of any conflict of interest referred to it by our general partner is in our best interests. There is no requirement that our general partner seek the approval of the conflicts committee for the resolution of any conflict. The members of the conflicts committee may not be officers or employees of our general partner or directors, officers or employees of its affiliates, may not hold an ownership interest in the general partner or its affiliates other than common units or awards under any long-term incentive plan, equity compensation plan or similar plan implemented by the general partner or the partnership, and must meet the independence and experience standards established by the NYSE and the Exchange Act to serve on an audit committee of a board of directors. Any matters approved by the conflicts committee in good faith will be deemed to be approved by all of our partners and not a breach by our general partner of any duties it may owe us or our unitholders. Any unitholder challenging any matter approved by the conflicts committee will have the burden of proving that the members of the conflicts committee did not believe that the matter was in the best interests of our partnership. Moreover, any acts taken or omitted to be taken in reliance upon the advice or opinions of experts such as legal counsel, accountants, appraisers, management consultants and investment bankers, where our general partner (or any members of the board of directors of our general partner including any member of the conflicts committee) reasonably believes the advice or opinion to be within such person’s professional or expert competence, will be conclusively presumed to have been done or omitted in good faith.

Reimbursement of Expenses of Our General Partner

Our general partner will not receive any management fee or other compensation for its management of our partnership; however, our general partner will be reimbursed by us for (i) all salary, bonus, incentive compensation and other amounts paid to an employee of the general partner that manages our business and (ii) all overhead and general and administrative expenses allocable to us that are incurred by the general partner. Additionally, under the terms of the services agreements, we will reimburse OGE Energy and CenterPoint Energy for the provision of various general and administrative services for our benefit. Our partnership agreement provides that our general partner will determine the expenses that are allocable to us. Please see “Certain Relationships and Related Party Transactions—Services Agreements.”

Executive Compensation

Our general partner was formed in April 2013. Accordingly, our general partner has not accrued any obligations with respect to management incentive or retirement benefits for our directors and officers for the fiscal year ended December 31, 2012 or for any prior periods.

Certain officers of our general partner are employed by OGE Energy or CenterPoint Energy and manage the day-to-day affairs of our business. Certain of our officers are dedicated to managing our business and will

devote the substantial majority of their time to our business. Because the executive officers of our general partner are employees of OGE Energy or CenterPoint Energy, compensation will be paid by OGE Energy or CenterPoint Energy and reimbursed by us pursuant to the terms of transitional seconding agreements or transitional services agreements with each of OGE Energy and CenterPoint Energy. Please see "Certain Relationships and Related Party Transactions—Employee Agreements." We are required to reimburse OGE Energy and CenterPoint Energy for certain employment-related costs, including base salary and short and long-term compensation costs and OGE Energy's and CenterPoint Energy's share of costs related to taxes, insurance and other benefit matters. The officers of our general partner, as well as the employees of OGE Energy and CenterPoint Energy who provide services to us, may participate in employee benefit plans and arrangements sponsored by OGE Energy or CenterPoint Energy, respectively, including plans that may be established in the future. Our general partner has not entered into any employment agreements with any of our officers; however, OGE Energy and its affiliates have entered into severance and retention agreements with Mr. Mitchell. The terms of those agreements are described below.

Director Compensation

The officers or employees of our general partner or of either of our sponsors who also serve as directors of our general partner will not receive additional compensation for their service as a director of our general partner. Directors of our general partner who are not officers or employees of our general partner or of either of our sponsors, or "independent directors," will receive compensation as described below. In addition, independent directors will be reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors or its committees. Each director will be indemnified for his actions associated with being a director to the fullest extent permitted under Delaware law.

Each of our general partner's independent directors will receive an annual compensation package, which is initially expected to consist of $ in annual cash compensation. In addition, independent directors who chair the Audit and Conflicts committees will receive an additional $ in cash compensation.

Compensation Discussion and Analysis

All of our executive officers and other personnel necessary for our business to function are employed and compensated by OGE Energy or CenterPoint Energy, subject to reimbursement by us. Our general partner was formed in April 2013, so we incurred no cost or liability with respect to compensation of our executive officers, nor has our general partner accrued any liabilities for management incentive or retirement benefits for our executive officers for the fiscal year ended December 31, 2012 or for any prior periods.

Responsibility and authority for compensation-related decisions for executive officers of our general partner will reside with OGE Energy or CenterPoint Energy and their committees, as applicable, so long as such officers are employed by OGE Energy or CenterPoint Energy pursuant to the terms of the transitional seconding agreements or transitional services agreements and subject to consultation with the board of our general partner. Any such compensation decisions will not be subject to any approvals by the board of directors of our general partner or any committees thereof. Please read "Certain Relationships and Related Party Transactions—Employee Agreements." Our officers will manage our business pursuant to the transitional seconding agreements and transitional services agreements with OGE Energy and CenterPoint Energy, and the compensation for all of our executive officers will be indirectly paid by us through reimbursements to OGE Energy and CenterPoint Energy.

On or prior to December 31, 2014, we will provide offers of employment to those seconded employees that we determine to hire, including those we determine to hire as executive officers of our general partner. Until those seconded employees become our employees, we expect that they will be compensated in a manner similar to the compensation of the executive and non-executive officers of OGE Energy and CenterPoint Energy and, accordingly, will include a significant component of incentive compensation based on our performance. Each of

OGE Energy and CenterPoint Energy place a significant portion of each officer's compensation at risk to encourage the achievement of performance objectives and align the interests of its executive officers with those of its stockholders. OGE Energy's and CenterPoint Energy's executive compensation plans are also intended to recruit and retain highly qualified executive talent. OGE Energy and CenterPoint Energy use three primary elements of compensation to fulfill that design—salary, cash bonus and long-term equity incentive awards. OGE Energy and CenterPoint Energy both target the market median for compensation as a generally accepted benchmark of external competitiveness. Cash bonuses represent performance-driven elements of compensation. They are also flexible in application and can be tailored to meet objectives. Long-term incentive awards are based on an employee's expected contribution to longer term performance objectives under both the OGE Energy and CenterPoint Energy plans. OGE Energy and CenterPoint Energy each provide a basic benefits package generally to all employees, which includes health, disability and life insurance.

In November 2013, an affiliate of OGE Energy entered into a retention agreement with Mr. Mitchell. Pursuant to the terms of the retention agreement, Mr. Mitchell will be entitled to receive a retention benefit of $500,000 if he (A) is continuously employed by OGE Holdings, us, our general partner or an affiliate of us or our general partner (a Successor Employer) as of January 2, 2016, (B) is terminated by OGE Holdings or a Successor Employer without cause (as defined therein) prior to January 2, 2016 or (C) ceases to be employed by OGE Holdings or a Successor Employer prior to January 2, 2016 due to his death or disability (as defined therein) (in each case, the Vesting Date). If Mr. Mitchell's employment is terminated prior to the Vesting Date (i) by OGE Holdings or a Successor Employer for cause or (ii) by Mr. Mitchell other than due to death or disability, then Mr. Mitchell will not be entitled to receive the retention benefit. The retention benefit is in addition to, and not in lieu of, all other accrued or vested or earned compensation, rights, options or benefits payable under any retirement plan, bonus, savings or other compensation plan, stock incentive plan, life insurance plan, health plan, or disability plan or any amounts otherwise payable to Mr. Mitchell under the severance plan discussed below.

Our sponsors have adopted severance plans for certain of their officers, including Mr. Mitchell, whose employment has been seconded to us or our general partner. Under the terms of the plans, if a participant's employment with the applicable sponsor and its affiliates, including us and our general partner, is terminated for reasons other than death, disability (as defined therein) or cause (as defined therein) prior to December 31, 2014, such participant is entitled, subject to limited exceptions, to severance benefits.

If the terminated participant has not received an offer from the applicable sponsor or any affiliate of comparable employment with relocation (as defined therein) as of his or her termination date such participant will be entitled to a lump-sum cash severance benefit in an amount equal to (i) 52 weeks of the participant's weekly compensation plus (ii) such participant's target award under such sponsor's short-term incentive plan.

If the terminated participant has received and declined an offer from the applicable sponsor or any affiliate of comparable employment with relocation as of his or her termination date such participant shall be entitled to a lump sum cash severance benefit in an amount equal to (i) two (2) weeks of the participant's weekly compensation multiplied by the number of full years of service credited to the participant as of his or her termination date, provided that such cash severance benefit shall not be less than 12 weeks of the participant's weekly compensation nor more than 36 weeks of the participant's weekly compensation and (ii) such participant's target award under the applicable sponsor's short term incentive plans, if any, based upon the participant's actual eligible earnings through the participant's termination date.

The participant also is entitled to continued medical, dental and vision benefits (provided that such participant is eligible for and timely elects continuation of coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the applicable period required by COBRA). A participant who has not received an offer from the applicable sponsor or any affiliate of comparable employment with relocation as of his or her termination date will be entitled to receive outplacement services, not to exceed a maximum of nine months, provided the participant initiates such services within 60 days of his or her termination date.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the beneficial ownership of our units that will be owned upon the consummation of this offering by:

- each person known by us to be a beneficial owner of more than 5% of the units;
- all of the directors and director nominees of our general partner;
- each named executive officer of our general partner; and
- all directors, director nominees and executive officers of our general partner as a group.

The amounts and percentage of units beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. Except as indicated by footnote, the persons named in the table below have sole voting and investment power with respect to all units shown as beneficially owned by them, subject to community property laws where applicable.

Percentage of total units to be beneficially owned after this offering is based on common units outstanding. The table assumes that the underwriters' option to purchase additional units is not exercised.

Name of Beneficial Owner	Common Units to be Beneficially Owned	Percentage of Common Units to be Beneficially Owned	Subordinated Units to be Beneficially Owned	Percentage of Subordinated Units to be Beneficially Owned	Percentage of Total Common and Subordinated Units to be Beneficially Owned
OGE Energy Corp.[1] 321 North Harvey Oklahoma City, Oklahoma 73101					
CenterPoint Energy, Inc.[2] 1111 Louisiana Houston, Texas 77002					
ArcLight Capital Partners, LLC[3] 200 Clarendon Street, 55th Floor Boston, Massachusetts 02117					
Scott M. Prochazka					
Gary L. Whitlock					
Peter B. Delaney					
Sean Trauschke					
E. Keith Mitchell					
Mark C. Schroeder					
All directors and executive officers as a group (6 persons)					

(1) OGE Energy Corp. owns all of the outstanding membership interests in OGE Enogex Holdings LLC, which is the record holder of the common units and subordinated units. OGE Energy Corp. is the beneficial owner of all common and subordinated units held by OGE Enogex Holdings LLC.

(2) CenterPoint Energy, Inc. indirectly owns all of the outstanding equity interests in CenterPoint Energy Resources Corp., which is the record holder of the common units and subordinated units. CenterPoint Energy, Inc. is the beneficial owner of all common and subordinated units held by CenterPoint Energy Resources Corp.

(3) ArcLight owns all of the outstanding membership interests in Enogex Holdings LLC and Bronco Midstream Infrastructure, LLC, which are the record holders of the common units. ArcLight Capital Partners, LLC is the investment adviser of ArcLight and may be deemed to be the beneficial owner of all common held by Enogex Holdings LLC.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

After this offering, OGE Energy and CenterPoint Energy collectively will own our general partner and common units and subordinated units representing an aggregate % limited partner interest in us. ArcLight also will own common units representing a % limited partner interest in us. In addition, our general partner will own a non-economic general partner interest in us and the incentive distribution rights.

Distributions and Payments to Our General Partner and Its Affiliates

The following information summarizes the distributions and payments made or to be made by us to our general partner and its affiliates in connection with our formation, ongoing operation and any liquidation. These distributions and payments were determined by and among affiliated entities and, consequently, may not equal the distributions and payments that would result from arm's-length negotiations.

Formation Stage

The aggregate consideration received by our general partner and its affiliates for the contribution of certain assets and liabilities to us:

- 498,866,993 common units;
- a non-economic general partner interest;
- all of the incentive distribution rights; and
- repayment of $1.05 billion of intercompany indebtedness owed by us to CenterPoint Energy with the proceeds of our term loan facility.

In connection with this offering, of CenterPoint Energy's common units and of OGE Energy's common units will be converted into subordinated units.

Operational Stage

Distributions of Available Cash to Our General Partner and Its Affiliates. We will generally make cash distributions to unitholders pro rata, including affiliates of our general partner as holders of an aggregate of common units and all of the subordinated units. In addition, if distributions exceed the minimum quarterly distribution and other higher target levels, our general partner will be entitled to increasing percentages of the distributions, up to 50.0% of the distributions above the highest target level.

Payments to Our General Partner and Its Affiliates. Pursuant to the services agreements, we will reimburse OGE Energy and CenterPoint Energy and their respective affiliates for the payment of certain operating expenses and for the provision of various general and administrative services for our benefit. Please see "—Services Agreements."

Our general partner and its affiliates will be entitled to reimbursement for any other expenses they incur on our behalf and any other necessary or appropriate expenses allocable to us or reasonably incurred by our general partner and its affiliates in connection with operating our business to the extent not otherwise covered by the services agreements. Our partnership agreement provides that our general partner will determine any such expenses that are allocable to us in good faith.

Withdrawal or Removal of Our General Partner. If our general partner withdraws or is removed, its incentive distribution rights will either be sold to the new general partner for cash or converted into common units, in each case for an amount equal to the fair market value of those interests. Please read "The Partnership Agreement—Withdrawal or Removal of the General Partner."

Liquidation Stage

Upon our liquidation, the partners, including our general partner, will be entitled to receive liquidating distributions according to their particular capital account balances.

Agreements Governing the Offering Transactions

We have entered into various documents and agreements with our sponsors and ArcLight related to our formation. Some of these agreements are not the result of arm's-length negotiations, and they, or any of the transactions that they provide for, are not and may not be effected on terms at least as favorable to the parties to these agreements as could have been obtained from unaffiliated third parties. Because some of these agreements relate to formation transactions that, by their nature, would not occur in a third-party situation, it is not possible to determine what the differences would be in the terms of these transactions when compared to the terms of transactions with an unaffiliated third party. We believe the terms of these agreements to be comparable to the terms of agreements used in similarly structured transactions.

Master Formation Agreement

Pursuant to a master formation agreement among (i) ArcLight, (ii) CenterPoint Energy and (iii) OGE Energy:

- CEFS was converted into a Delaware limited partnership that became Enable Midstream Partners, LP;
- CenterPoint Energy indirectly contributed to CEFS, CenterPoint Energy's equity interests in each of CenterPoint Energy Gas Transmission Company, LLC, a Delaware limited liability company, CenterPoint Energy—Mississippi River Transmission, LLC, a Delaware limited liability company, certain of its other midstream subsidiaries and a 24.95% interests in SESH; and
- OGE Energy indirectly contributed 100% of the equity interests in Enogex to Enable Midstream Partners, LP.

As consideration for these assets and agreements, we issued 141,956,176 common units (28.456% of our limited partner interests) to an affiliate of OGE Energy, 291,002,583 common units (58.333% of our limited partner interests) to an affiliate of CenterPoint Energy and 65,908,224 common units (13.212% of our limited partner interests) to ArcLight. In connection with this offering, of CenterPoint Energy's common units and of OGE Energy's common units will be converted into subordinated units. We also issued incentive distribution rights to Enable GP, and 40% of such incentive distribution rights were allocated to CenterPoint Energy and 60% of such incentive distribution rights were allocated to OGE Energy. CenterPoint Energy and OGE Energy were each allocated 50% of Enable GP's management units.

Acquisition of Remaining CenterPoint Energy Interest in SESH

CenterPoint Energy owns a 25.05% interest in SESH. The remaining 24.95% and 50.0% ownership interests are held by us and Spectra Energy Corp., respectively. Under the master formation agreement, CenterPoint Energy has certain put rights, and we have certain call rights, exercisable with respect to the aggregate 25.05% interest in SESH retained by CenterPoint Energy. Specifically, the rights are exercisable with respect to a 24.95% interest in SESH (which may be exercised no earlier than May 2014) and a 0.1% interest in SESH (which may be exercised no earlier than May 2015). Under the put and call rights, CenterPoint Energy would contribute to us its interest in SESH at a price equal to the fair market value of the interest at the time the put right or call right is exercised. If CenterPoint Energy were to exercise its put rights or we were to exercise our call rights, CenterPoint Energy would contribute to us its 24.95% interest in SESH in exchange for common units and its 0.1% interest in SESH in exchange for common units. In each case, subject to certain restrictions, a cash payment may be required to be made, payable either from CenterPoint Energy to us or from us to CenterPoint Energy, in an amount such that the total consideration exchanged is equal in value to the fair market value of the

contributed interest in SESH. Our rights in connection with the interest in SESH retained by CenterPoint Energy will be exercised by the directors of our general partner appointed by OGE Energy. Please read “Risk Factors—Risks Related to Our Business—Under certain circumstances, an affiliate of Spectra Energy Corp will have the right to purchase an ownership interest in SESH at fair market value.”

Services Agreements

We have entered into services agreements with each of OGE Energy and CenterPoint Energy pursuant to which they perform certain administrative services for us that are generally consistent with the level and type of services they provided to each of their respective businesses prior to our formation. These services include accounting, finance, legal, risk management, information technology and human resources. We are required to reimburse OGE Energy and CenterPoint Energy for their direct expenses or, where the direct expenses cannot reasonably be determined, an allocated cost as set forth in the agreements. Our reimbursement obligations are capped at amounts set forth in our annual budget. The initial term of the services agreements ends in May 2016, after which date they continue on a year-to-year basis unless terminated by us upon 90 days’ notice.

Omnibus Agreement

We have entered into an omnibus agreement with OGE Energy, CenterPoint Energy and ArcLight that addresses competition and indemnification matters.

Competition

Subject to the exceptions described below, each of OGE Energy and CenterPoint Energy is required to hold or otherwise conduct all of its respective midstream operations located within the United States through us. This requirement will cease to apply to both OGE Energy and CenterPoint Energy as soon as either OGE Energy or CenterPoint Energy ceases to hold any interest in our general partner or at least 20% of our common units. “Midstream operations” generally means, subject to certain exceptions, the gathering, compression, treatment, processing, blending, transportation, storage, isomerization and fractionation of crude oil and natural gas, its associated production water and enhanced recovery materials such as carbon dioxide, and its respective constituents and the following products: methane, NGLs (Y-grade, ethane, propane, normal butane, isobutane and natural gasoline), condensate, and refined products and distillates (gasoline, refined product blendstocks, olefins, naphtha, aviation fuels, diesel, heating oil, kerosene, jet fuels, fuel oil, residual fuel oil, heavy oil, bunker fuel, cokes, and asphalts), to the extent such activities are located within the United States.

If OGE Energy or CenterPoint Energy intends to cease using the assets of such restricted business within 12 months of the acquisition of such business, then the restrictions discussed immediately above do not apply; provided, however, that OGE Energy or CenterPoint Energy, as applicable, must notify us following completion of such acquisition.

In addition, if OGE Energy or CenterPoint Energy acquires any assets or equity of any person engaged in midstream operations with such midstream operations having a value in excess of $50 million (or $100 million in the aggregate with such party’s other acquired midstream operations that have not been offered to us), the acquiring party will be required to offer to us the opportunity to acquire such assets or equity for such value; however, the acquiring party will not be obligated to offer any such assets or equity to us if the acquiring party intends to cease using them in midstream operations within 12 months of their acquisition. If we do not exercise this option then the acquiring party will be free to retain and operate such midstream operations; however, if the fair market value of such midstream operations is greater than 66 $^{2}/_{3}$% of the fair market value of all of the assets being acquired in such transaction, then the acquiring party must use commercially reasonable efforts to dispose of such midstream operations within 24 months from the date on which our option to purchase has expired.

Indemnification

Under the omnibus agreement, OGE Energy and CenterPoint Energy are obligated to indemnify us for specified breaches of representations and warranties in the master formation agreement pursuant to which we were formed related to:

- their authority to enter into the transactions that formed us and the capitalization of the entities contributed to us;
- permits related to the operation of the assets contributed to us;
- compliance with environmental laws;
- title to properties and rights of way;
- the tax classification of the entities contributed to us;
- indemnified taxes; and
- events and conditions associated with their ownership and operation of the contributed assets.

ArcLight is obligated to indemnify us with respect to the first bullet point above and shares an indemnification obligation with OGE Energy with respect to the sixth and seventh bullet points above.

OGE Energy's and CenterPoint Energy's maximum liability for this indemnification obligation with respect to permit, environmental and title representations will not exceed $250 million, and neither OGE Energy nor CenterPoint Energy will have any obligation under this indemnification until our aggregate indemnifiable losses exceed $25 million.

OGE Energy's and CenterPoint Energy's indemnification obligations will survive (i) for permit matters until May 1, 2014, (ii) for environmental and title and rights of way matters until May 1, 2016 and (iii) for tax classification matters and indemnified taxes until 30 days following the expiration of the applicable statute of limitations. Indemnification for authority and capitalization matters survives indefinitely.

Names and Insignia and Other Matters

The omnibus agreement also addresses our use of certain names and insignia. We have agreed not to use or otherwise exploit any service marks, trade names, logos or similar property including the words "CenterPoint Energy," "OGE" or "Enogex." We have also agreed, prior to May 1, 2014, to use commercially reasonable efforts to remove such names and insignia from our assets.

Registration Rights Agreement

Pursuant to a registration rights agreement we entered into with affiliates of OGE Energy, CenterPoint Energy and ArcLight, those affiliates have specified demand and piggyback registration rights with respect to the registration and sale of their common units. In particular, beginning 180 days after the closing of this offering, affiliates of OGE Energy and CenterPoint Energy will each have the right to cause us to prepare and file a registration statement with the SEC covering the offering and sale of their common units. At any time following the time when we are eligible to file a registration statement on Form S-3, ArcLight will have the right to cause us to prepare and file a registration statement on Form S-3 with the SEC covering the offering and sale of its common units. We are not obligated to effect more than (i) three such demand registrations for OGE Energy and CenterPoint combined, or (ii) two such demand registrations (and no more than one in any twelve-month period) for ArcLight. If we propose to file a registration statement (other than pursuant to a demand registration discussed above, or other than for an employee benefit plan), OGE Energy, CenterPoint Energy and/or ArcLight may request to "piggyback" onto such registration statement in order to offer and sell their common units. We have agreed to pay all registration expenses in connection with such demand and piggyback registrations.

Registration expenses do not include underwriters' compensation, stock transfer taxes or counsel fees. We have also agreed to pay reasonable fees and expenses of counsel incurred by Enogex Holdings, LLC in connection with our initial public offering registration; provided, however, that such fees shall not exceed $250,000 if our initial public offering occurs on or before December 31, 2013, which amount shall increase by $25,000 per quarter (and partial quarter) after such date until our initial public offering occurs. In addition, Enogex Holdings, LLC retains the right to be involved in the planning and negotiating of the terms of our initial public offering, provided that Enogex Holdings, LLC holds a certain percentage of our common units.

Employee Agreements

We have entered into an employee transition agreement with OGE Energy and CenterPoint Energy and a transitional seconding agreement with each of OGE Energy and CenterPoint Energy, pursuant to which they have agreed to second certain of their employees to us. Each of the seconded employees works full time for us and our subsidiaries but remains employed by OGE Energy or CenterPoint Energy. We are required to reimburse OGE Energy and CenterPoint Energy for certain employment-related costs, including base salary and short and long-term compensation costs and CenterPoint Energy's and OGE Energy's share of costs related to taxes, insurance and other benefit matters. On or prior to December 31, 2014, we will provide offers of employment to those seconded employees that we determine to hire. As of September 30, 2013 all of the individuals providing services to us were doing so as seconded employees by OGE Energy and CenterPoint Energy or pursuant to services agreements with OGE Energy or CenterPoint Energy, and we did not have any direct employees.

Tax Sharing Agreements

We have entered into a tax sharing agreement with OGE Energy, CenterPoint Energy and Enable GP pursuant to which we have agreed to reimburse them for state income and franchise taxes attributable to our activity (including the activities of our direct and indirect subsidiaries) that is reported on their state income or franchise tax returns filed on a combined or unitary basis. Our general partner is responsible for determining whether OGE Energy or CenterPoint Energy is required to include our activities on a consolidated, combined or unitary tax return. Reimbursements under the agreement equal the amount of tax that we and our subsidiaries would be required to pay if we were to file a consolidated, combined or unitary tax return separate from OGE Energy or CenterPoint Energy. We are required to pay the reimbursement within 90 days of OGE Energy or CenterPoint Energy filing the combined or unitary tax return on which our activity is included, subject to certain prepayment provisions.

Contracts with Affiliates

Transportation and Storage Agreement with OG&E

Our current contract with OG&E provides for no-notice load-following transportation services and storage services. The stated term of the OG&E contract expired April 30, 2009, but the contract remains in effect from year to year thereafter unless either party provides written notice of termination to the other party at least 90 days prior to the commencement of the succeeding annual period. In the year ended December 31, 2012, on a pro forma basis, we recorded revenues from OG&E of $34.8 million for transportation services and $12.9 million for natural gas storage services.

Transportation and Storage Agreements with CenterPoint Energy

EGT provides the following services to CenterPoint Energy's LDCs in Arkansas, Louisiana, Oklahoma, and Northeast Texas: (1) firm transportation with seasonal contract demand, (2) firm storage, (3) no notice transportation with associated storage, and (4) maximum rate firm transportation. The first three services are in effect through March 31, 2021, and will remain in effect from year to year thereafter unless either party provides 180 days' written notice prior to the contract termination date. The maximum rate firm transportation is in effect, through March 31, 2015, but will extend for an additional three-year term unless either party provides 180 days written notice prior to the contract termination date.

MRT's current firm transportation and firm storage agreements with CenterPoint Energy are in effect through May 15, 2018, but will continue year to year thereafter unless either party provides twelve months' written notice prior to the contract termination date.

For the twelve months ended December 31, 2012, on a pro forma basis, revenues from our firm interstate natural gas transportation and storage contracts attributable to CenterPoint Energy were $95.2 million.

Review, Approval or Ratification of Transactions with Related Persons

The board of directors of our general partner will adopt a related party transactions policy in connection with the closing of this offering that will provide that the board of directors of our general partner or its authorized committee will review on at least a quarterly basis all related person transactions that are required to be disclosed under SEC rules and, when appropriate, initially authorize or ratify all such transactions. In the event that the board of directors of our general partner or its authorized committee considers ratification of a related person transaction and determines not to so ratify, the related party transactions policy will provide that our management will make all reasonable efforts to cancel or annul the transaction.

The related party transactions policy will provide that, in determining whether or not to recommend the initial approval or ratification of a related person transaction, the board of directors of our general partner or its authorized committee should consider all of the relevant facts and circumstances available, including (if applicable) but not limited to: (1) whether there is an appropriate business justification for the transaction; (2) the benefits that accrue to us as a result of the transaction; (3) the terms available to unrelated third parties entering into similar transactions; (4) the impact of the transaction on a director's independence (in the event the related person is a director, an immediate family member of a director or an entity in which a director or an immediate family member of a director is a partner, shareholder, member or executive officer); (5) the availability of other sources for comparable products or services; (6) whether it is a single transaction or a series of ongoing, related transactions; and (7) whether entering into the transaction would be consistent with the code of business conduct and ethics.

The related party transactions policy described above will be adopted in connection with the closing of this offering, and as a result the transactions described above were not reviewed under such policy.

CONFLICTS OF INTEREST AND FIDUCIARY DUTIES

Conflicts of Interest

Conflicts of interest exist and may arise in the future as a result of the relationships between our general partner and its affiliates, including OGE Energy and CenterPoint Energy, on the one hand, and us and our limited partners, on the other hand. The directors and officers of our general partner have fiduciary duties to manage our general partner in a manner beneficial to its owners. At the same time, our general partner has a duty to manage us in a manner beneficial to us and our limited partners. The Delaware Act provides that Delaware limited partnerships may, in their partnership agreements, expand, restrict or eliminate the fiduciary duties otherwise owed by a general partner to limited partners and the partnership. Pursuant to these provisions, our partnership agreement contains various provisions replacing the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing the duties of the general partner and the methods for resolving conflicts of interest. Our partnership agreement also specifically defines the remedies available to limited partners for actions taken that, without these defined liability standards, might constitute breaches of fiduciary duty under applicable Delaware law.

Whenever a conflict arises between our general partner or its affiliates, on the one hand, and us or any other partner, on the other hand, our general partner will resolve that conflict. Our general partner may seek the approval of such resolution from the conflicts committee of the board of directors of our general partner. There is no requirement that our general partner seek the approval of the conflicts committee for the resolution of any conflict, and, under our partnership agreement, our general partner may decide to seek such approval or resolve a conflict of interest in any other way permitted by our partnership agreement, as described below, in its sole discretion. Our general partner will decide whether to refer the matter to the conflicts committee on a case-by-case basis. An independent third party is not required to evaluate the fairness of the resolution.

Our general partner will not be in breach of its obligations under the partnership agreement or its duties to us or our limited partners if the resolution of the conflict is:

- approved by the conflicts committee;
- approved by the vote of a majority of the outstanding common units, excluding any common units owned by our general partner or any of its affiliates;
- determined by the board of directors of our general partner to be on terms no less favorable to us than those generally being provided to or available from unrelated third parties; or
- determined by the board of directors of our general partner to be fair and reasonable to us, taking into account the totality of the relationships between the parties involved, including other transactions that may be particularly favorable or advantageous to us.

If our general partner does not seek approval from the conflicts committee and our general partner's board of directors determines that the resolution or course of action taken with respect to the conflict of interest satisfies either of the standards set forth in the third or fourth bullet points above, then it will be presumed that, in making its decision, the board of directors of our general partner acted in good faith, and in any proceeding brought by or on behalf of any limited partner or the partnership challenging such determination, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. Unless the resolution of a conflict is specifically provided for in our partnership agreement, our general partner or the conflicts committee of our general partner's board of directors may consider any factors it determines in good faith to consider when resolving a conflict. When our partnership agreement requires someone to act in good faith, it requires that person to subjectively believe that he is acting in the best interests of the partnership or meets the specified standard, for example, a transaction on terms no less favorable to the partnership than those generally being provided to or available from unrelated third parties. Please read "Management—Committees of the Board of Directors—Conflicts Committee" for information about the conflicts committee of our general partner's board of directors.

Conflicts of interest could arise in the situations described below, among others.

Neither Our Partnership Agreement Nor any Other Agreement Requires OGE Energy or CenterPoint Energy to Pursue a Business Strategy that Favors us or Utilizes our Assets or Dictates what Markets to Pursue or Grow. OGE Energy's and CenterPoint Energy's Respective Directors and Officers have a Fiduciary Duty to Make these Decisions in the Best Interests of their Respective Companies, which may be Contrary to Our Interests.

Because all of the officers and directors of our general partner are also directors and/or officers of OGE Energy or CenterPoint Energy, such directors and officers have fiduciary duties to their respective companies that may cause them to pursue business strategies that disproportionately benefit OGE Energy or CenterPoint Energy, as applicable, or which otherwise are not in our best interests.

Contracts Between us, on the One Hand, and Our General Partner and Its Affiliates, on the Other Hand, are not and will not be the Result of Arm's-Length Negotiations.

Neither our partnership agreement nor any of the other agreements, contracts and arrangements between us and our general partner and its affiliates are or will be the result of arm's-length negotiations. Our partnership agreement generally provides that any affiliated transaction, such as an agreement, contract or arrangement between us and our general partner and its affiliates that does not receive unitholder or conflicts committee approval, must be determined by the board of directors of our general partner to be:

- on terms no less favorable to us than those generally being provided to or available from unrelated third parties; or
- "fair and reasonable" to us, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to us).

Our general partner and its affiliates have no obligation to permit us to use any facilities or assets of our general partner and its affiliates, except as may be provided in contracts entered into specifically dealing with that use. Our general partner may also enter into additional contractual arrangements with any of its affiliates on our behalf. There is no obligation of our general partner and its affiliates to enter into any contracts of this kind.

Our General Partner's Affiliates may Compete with us and Neither Our General Partner Nor Its Affiliates have any Obligation to Present Business Opportunities to us.

Our partnership agreement provides that our general partner is restricted from engaging in any business activities other than those incidental to its ownership of interests in us. However, except as provided in the omnibus agreement, OGE Energy and CenterPoint Energy and certain of their affiliates are not prohibited from engaging in other businesses or activities, including those that might directly compete with us. Under the omnibus agreement, OGE Energy, CenterPoint Energy and their affiliates have agreed to hold or otherwise conduct all of their respective midstream operations located within the United States through us. This requirement will cease to apply to both OGE Energy and CenterPoint Energy as soon as either CenterPoint Energy or OGE Energy ceases to hold any interest in our general partner or at least 20% of our common units, and does not apply in certain other circumstances. Please read "Certain Relationships and Related Party Transactions—Omnibus Agreement." In addition, under our partnership agreement, the doctrine of corporate opportunity, or any analogous doctrine, will not apply to the general partner and its affiliates. As a result, neither the general partner nor any of its affiliates have any obligation to present business opportunities to us.

Our General Partner is Allowed to Take into Account the Interests of Parties Other Than Us, Such as OGE Energy or Centerpoint Energy, in Resolving Conflicts of Interest.

Our partnership agreement contains provisions that permissibly modify and reduce the standards to which our general partner would otherwise be held by state fiduciary duty law. For example, our partnership agreement

permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner or otherwise, free of any duty or obligation whatsoever to us and our unitholders, including any duty to act in the best interests of us or our unitholders, other than the implied contractual covenant of good faith and fair dealing, which means that a court will enforce the reasonable expectations of the partners where the language in the partnership agreement does not provide for a clear course of action. This entitles our general partner to consider only the interests and factors that it desires and relieves it of any duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or any limited partner. Examples of decisions that our general partner may make in its individual capacity include the allocation of corporate opportunities among us and our affiliates (subject to the terms of the omnibus agreement), the exercise of its limited call right or its voting rights with respect to the units it owns, whether to reset target distribution levels, whether to transfer the incentive distribution rights or any units it owns to a third party and whether or not to consent to any merger, consolidation or conversion of the partnership or amendment to the partnership agreement.

We do not have any Officers or Employees and Rely Solely on Officers and Employees of Our General Partner and its Affiliates.

Affiliates of our general partner conduct businesses and activities of their own in which we have no economic interest. There could be material competition for the time and effort of the officers and employees who provide services to our general partner.

All of the initial officers and directors of our general partner are also officers and/or directors of OGE Energy or CenterPoint Energy. These officers will devote such portion of their productive time to our business and affairs as is required to manage and conduct our operations. These officers are also required to devote time to the affairs of OGE Energy or CenterPoint Energy, as applicable, or their subsidiaries and are compensated by them for the services rendered to them. Our non-executive directors devote as much time as is necessary to prepare for and attend board of directors and committee meetings.

Our Partnership Agreement Replaces the Fiduciary Duties that Would Otherwise be Owed by our General Partner with Contractual Standards Governing its Duties and Limits Our General Partner's Liabilities and the Remedies Available to Our Unitholders for Actions that, Without the Limitations, Might Constitute Breaches of Fiduciary Duty Under Applicable Delaware Law.

In addition to the provisions described above, our partnership agreement contains provisions that restrict the remedies available to our limited partners for actions that might constitute breaches of fiduciary duty under applicable Delaware law. For example, our partnership agreement:

- permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner. This entitles our general partner to consider only the interests and factors that it desires, and it has no duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or any limited partner;
- provides that our general partner shall not have any liability to us or our limited partners for decisions made in its capacity so long as such decisions are made in good faith;
- generally provides that in a situation involving a transaction with an affiliate or a conflict of interest, any determination by our general partner must be made in good faith. If an affiliate transaction or the resolution of a conflict of interest is not approved by our public common unitholders or the conflicts committee and the board of directors of our general partner determines that the resolution or course of action taken with respect to the affiliate transaction or conflict of interest is either on terms no less favorable to us than those generally being provided to or available from unrelated third parties or is "fair and reasonable" to us, considering the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us, then it will be presumed that in making its decision, the board of directors of our general partner acted in good faith,

and in any proceeding brought by or on behalf of any limited partner or us challenging such decision, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption; and

- provides that our general partner and its officers and directors will not be liable for monetary damages to us or our limited partners resulting from any act or omission unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that our general partner or its officers or directors, as the cases may be, acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was criminal.

By purchasing a common unit, a common unitholder will be deemed to have agreed to become bound by the provisions in the partnership agreement, including the provisions discussed above.

Except in Limited Circumstances, Our General Partner has the Power and Authority to Conduct Our Business Without Unitholder Approval.

Under our partnership agreement, our general partner has full power and authority to do all things, other than those items that require unitholder approval or with respect to which our general partner has sought conflicts committee approval, on such terms as it determines to be necessary or appropriate to conduct our business including, but not limited to, the following:

- the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into or exchangeable for equity interests of the partnership and the incurring of any other obligations;
- the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over our business or assets;
- the acquisition, disposition or exchange of certain of our assets;
- the encumbrance or hypothecation of any or all of our assets;
- the negotiation, execution and performance of any contracts, conveyances or other instruments;
- the distribution of cash held by the partnership;
- the selection and dismissal of employees and agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;
- the maintenance of insurance for our benefit and the benefit of our partners and indemnitees;
- the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other entities;
- the control of any matters affecting our rights and obligations, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;
- the indemnification of any person against liabilities and contingencies to the extent permitted by law;
- the purchase, sale or other acquisition or disposition of our equity interests, or the issuance of additional options, rights, warrants and appreciation rights relating to our equity interests; and
- the entering into of agreements with any of its affiliates to render services to us or to itself in the discharge of its duties as our general partner.

Please read “The Partnership Agreement” for information regarding the voting rights of unitholders.

Actions Taken by Our General Partner May Affect the Amount of Cash Available to Pay Distributions to Unitholders or Accelerate the Right to Convert Subordinated Units.

The amount of cash that is available for distribution to unitholders is affected by decisions of our general partner regarding such matters as:

- amount and timing of asset purchases and sales;
- cash expenditures;
- borrowings;
- issuance of additional units; and
- the creation, reduction or increase of reserves in any quarter.

Our general partner determines the amount and timing of any capital expenditures and whether a capital expenditure is classified as a maintenance capital expenditure, which reduces operating surplus, or an expansion capital expenditure, which does not reduce operating surplus. This determination can affect the amount of cash that is distributed to our unitholders and to our general partner and the ability of the subordinated units to convert into common units.

In addition, our general partner may use an amount, equal to $ million, which would not otherwise constitute available cash from operating surplus or capital surplus, in order to permit the payment of cash distributions on its units and incentive distributions rights. All of these actions may affect the amount of cash distributed to our unitholders and our general partner and may facilitate the conversion of subordinated units into common units.

In addition, borrowings by us and our affiliates do not constitute a breach of any duty owed by our general partner to our unitholders, including borrowings that have the purpose or effect of:

- enabling our general partner or its affiliates to receive distributions on any subordinated units held by them or the incentive distribution rights; or
- hastening the expiration of the subordination period.

For example, in the event we have not generated sufficient cash from our operations to pay the minimum quarterly distribution on our common units and our subordinated units, our partnership agreement permits us to borrow funds, which would enable us to make this distribution on all outstanding units. Please read “Provisions of Our Partnership Agreement Relating to Cash Distributions—Subordination Period.”

Our partnership agreement provides that we and our subsidiaries may borrow funds from our general partner and its affiliates, but may not lend funds to our general partner or its affiliates.

We Reimburse Our General Partner and its Affiliates for Expenses.

We reimburse our general partner and its affiliates for costs incurred in managing and operating us, including costs incurred in rendering corporate staff and support services to us. Our partnership agreement provides that our general partner will determine in good faith the expenses that are allocable to us. Please read “Certain Relationships and Related Party Transactions—Distributions and Payments to Our General Partner and Its Affiliates.”

Our General Partner Intends to Limit its Liability Regarding Our Obligations.

Our general partner intends to limit its liability under contractual arrangements so that the other party to such agreements has recourse only to our assets and not against our general partner or its assets or any affiliate of

our general partner or its assets. Our partnership agreement permits our general partner to limit its or our liability, even if we could have obtained terms that are more favorable without the limitation on liability.

Common Units are Subject to Our General Partner's Limited Call Right.

Our general partner may exercise its right to call and purchase common units as provided in the partnership agreement or assign this right to one of its affiliates or to us free of any liability or obligation to us or our partners. As a result, a common unitholder may have his common units purchased from him at an undesirable time or price. Please read "The Partnership Agreement—Limited Call Right."

Limited Partners have no Right to Enforce Obligations of Our General Partner and its Affiliates Under Agreements With Us.

Any agreements between us, on the one hand, and our general partner and its affiliates, on the other hand, will not grant to the limited partners, separate and apart from us, the right to enforce the obligations of our general partner and its affiliates in our favor.

We may Choose not to Retain Separate Counsel, Accountants or Others for Ourselves or for the Holders of Common Units.

The attorneys, independent accountants and others who perform services for us have been retained by our general partner. Attorneys, independent accountants and others who perform services for us are selected by our general partner or the conflicts committee and may also perform services for our general partner and its affiliates. We may retain separate counsel for ourselves or the holders of common units in the event of a conflict of interest between our general partner and its affiliates, on the one hand, and us or the holders of common units, on the other hand, depending on the nature of the conflict. We do not intend to do so in most cases.

Our General Partner may Elect to Cause us to Issue Common Units to it in Connection with a Resetting of the Minimum Quarterly Distribution and the Target Distribution Levels Related to Our General Partner's Incentive Distribution Rights Without the Approval of the Conflicts Committee of Our General Partner or Our Unitholders. This may Result in Lower Distributions to Our Common Unitholders in Certain Situations.

Our general partner has the right, at any time when there are no subordinated units outstanding, it has received incentive distributions at the highest level to which it is entitled (50.0%) for each of the prior four consecutive fiscal quarters and the amount of each such distribution did not exceed the adjusted operating surplus for such quarter, respectively, to reset the initial minimum quarterly distribution and cash target distribution levels at higher levels based on the average cash distribution amount per common unit for the two fiscal quarters prior to the exercise of the reset election. Following a reset election by our general partner, the minimum quarterly distribution amount will be reset to an amount equal to the average cash distribution amount per common unit for the two fiscal quarters immediately preceding the reset election (such amount is referred to as the reset minimum quarterly distribution) and the target distribution levels will be reset to correspondingly higher levels based on percentage increases above the reset minimum quarterly distribution amount. We anticipate that our general partner would exercise this reset right in order to facilitate acquisitions or internal growth projects that would not be sufficiently accretive to cash distributions per common unit without such conversion; however, it is possible that our general partner could exercise this reset election at a time when we are experiencing declines in our aggregate cash distributions or at a time when our general partner expects that we will experience declines in our aggregate cash distributions in the foreseeable future. In such situations, our general partner may be experiencing, or may be expected to experience, declines in the cash distributions it receives related to its incentive distribution rights and may therefore desire to be issued our common units, which are entitled to specified priorities with respect to our distributions and which therefore may be more advantageous for the general partner to own in lieu of the right to receive incentive distribution payments based on target distribution levels that are less certain to be achieved in the then current business environment. As a result, a reset election

may cause our common unitholders to experience dilution in the amount of cash distributions that they would have otherwise received had we not issued new common units to our general partner in connection with resetting the target distribution levels related to our general partner incentive distribution rights. Please read “Provisions of Our Partnership Agreement Relating to Cash Distributions—Incentive Distribution Rights.”

Duties of the General Partner

The Delaware Act provides that Delaware limited partnerships may, in their partnership agreements, expand, restrict or eliminate the fiduciary duties otherwise owed by a general partner to limited partners and the partnership.

Pursuant to these provisions, our partnership agreement contains various provisions replacing the fiduciary duties that would otherwise be owed by our general partner with contractual standards governing the duties of our general partner and the methods for resolving conflicts of interest. We have adopted these provisions to allow our general partner or its affiliates to engage in transactions with us that otherwise might be prohibited or restricted by state-law fiduciary standards and to take into account the interests of other parties in addition to our interests when resolving conflicts of interest. We believe this is appropriate and necessary because the board of directors of our general partner has fiduciary duties to manage our general partner in a manner beneficial both to its owners, OGE Energy and CenterPoint Energy, as well as to our limited partners. Without these provisions, the general partner’s ability to make decisions involving conflicts of interests would be restricted. These provisions benefit our general partner by enabling it to take into consideration all parties involved in the proposed action. These provisions also strengthen the ability of our general partner to attract and retain experienced and capable directors. These provisions represent a detriment to the limited partners, however, because they restrict the remedies available to limited partners for actions that, without those provisions, might constitute breaches of fiduciary duty, as described below and permit our general partner to take into account the interests of third parties in addition to our interests when resolving conflicted interests. The following is a summary of:

- the fiduciary duties imposed on general partners of a limited partnership by the Delaware Act in the absence of partnership agreement provisions to the contrary;
- the contractual duties of our general partner contained in our partnership agreement that replace the fiduciary duties referenced in the preceding bullet that would otherwise be imposed by Delaware law on our general partner; and
- certain rights and remedies of limited partners contained in our partnership agreement and the Delaware Act.

Delaware law fiduciary duty standards

Fiduciary duties are generally considered to include an obligation to act in good faith and with due care and loyalty. The duty of care, in the absence of a provision in a partnership agreement providing otherwise, would generally require a general partner of a Delaware limited partnership to use that amount of care that an ordinarily careful and prudent person would use in similar circumstances and to consider all material information reasonably available in making business decisions. The duty of loyalty, in the absence of a provision in a partnership agreement providing otherwise, would generally prohibit a general partner of a Delaware limited partnership from taking any action or engaging in any transaction where a conflict of interest is present unless such transaction were entirely fair to the partnership. Our partnership agreement modifies these standards as described below.

Partnership agreement modified standards

Our partnership agreement contains provisions that waive or consent to conduct by our general partner and its affiliates that might otherwise raise issues as to compliance with fiduciary duties or applicable law. Section 7.9 of our partnership agreement provides that when our general partner is acting in its capacity as our general partner, as opposed to in its individual capacity, it must act in "good faith," meaning that it subjectively believed that the decision was in our best interests, and will not be subject to any other standard under applicable law, other than the implied contractual covenant of good faith and fair dealing. In addition, when our general partner is acting in its individual capacity, as opposed to in its capacity as our general partner, it may act free of any duty or obligation whatsoever to us or the limited partners, other than the implied contractual covenant of good faith and fair dealing. These standards reduce the obligations to which our general partner would otherwise be held under applicable Delaware law.

Section 7.9 of our partnership agreement generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the public common unitholders or the conflicts committee of the board of directors of our general partner must be determined by the board of directors of our general partner to be:

- on terms no less favorable to us than those generally being provided to or available from unrelated third parties; or
- "fair and reasonable" to us, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to us).

If our general partner does not seek approval from the public common unitholders or the conflicts committee and the board of directors of our general partner determines that the resolution or course of action taken with respect to the conflict of interest satisfies either of the standards set forth in the bullet points above, then it will be presumed that, in making its decision, the board of directors of our general partner acted in good faith, and in any proceeding brought by or on behalf of any limited partner or the partnership challenging such determination, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. These standards reduce the obligations to which our general partner would otherwise be held. In addition to the other more specific provisions limiting the obligations of our general partner, our partnership agreement further provides that our general partner, its affiliates and their officers and directors will not be liable for monetary damages to us or, our limited partners for losses sustained or liabilities incurred as a result of any acts or omissions unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that such person acted in bad faith or engaged in fraud or willful misconduct or, in the case of a criminal matter, acted with knowledge that the conduct was criminal.

Rights and remedies of limited partners

The Delaware Act favors the principles of freedom of contract and enforceability of partnership agreements and allows the partnership agreement to contain terms governing the rights of the unitholders. The rights of our unitholders, including voting and approval rights and the ability of the partnership to issue additional units, are governed by the terms of our partnership agreement. Please read "The Partnership Agreement." As to remedies of unitholders, the Delaware Act generally provides that a limited partner may institute legal action on behalf of the partnership to recover damages from a third party where a general partner has wrongfully refused to institute the action or where an effort to cause a general partner to do so is not likely to succeed. These actions include actions against a general partner for breach of its fiduciary duties, if any, or of the partnership agreement. In addition, the statutory or case law of some jurisdictions may permit a limited partner to institute legal action on behalf of himself and all other similarly situated limited partners to recover damages from a general partner for violations of its fiduciary duties to the limited partners.

A transferee of or other person acquiring a common unit will be deemed to have agreed to be bound, by the provisions in the partnership agreement, including the provisions discussed above. Please read "Description of the Common Units—Transfer of Common Units." This is in accordance with the policy of the Delaware Act favoring the principle of freedom of contract and the enforceability of partnership agreements. The failure of a limited partner to sign our partnership agreement does not render the partnership agreement unenforceable against that person.

Under the partnership agreement, we must indemnify our general partner and its officers, directors and managers, to the fullest extent permitted by law, against liabilities, costs and expenses incurred by our general partner or these other persons. We must provide this indemnification unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that these persons acted in bad faith or engaged in fraud or willful misconduct. We also must provide this indemnification for criminal proceedings unless our general partner or these other persons acted with knowledge that their conduct was unlawful. Thus, our general partner could be indemnified for its negligent acts if it meets the requirements set forth above. To the extent that these provisions purport to include indemnification for liabilities arising under the Securities Act of 1933, as amended, or Securities Act, in the opinion of the SEC such indemnification is contrary to public policy and therefore unenforceable. If you have questions regarding the duties of our general partner please read "The Partnership Agreement—Indemnification."

DESCRIPTION OF THE COMMON UNITS

The Units

The common units and the subordinated units are separate classes of limited partner interests in us. The holders of units are entitled to participate in partnership distributions and exercise the rights or privileges available to limited partners under our partnership agreement. For a description of the relative rights and preferences of holders of common units and subordinated units in and to partnership distributions, please read this section and "Cash Distribution Policy and Restrictions on Distributions." For a description of the rights and privileges of limited partners under our partnership agreement, including voting rights, please read "The Partnership Agreement."

Transfer Agent and Registrar

Duties

will serve as registrar and transfer agent for the common units. We will pay all fees charged by the transfer agent for transfers of common units, except the following that must be paid by unitholders:

- surety bond premiums to replace lost or stolen certificates, taxes and other governmental charges;
- special charges for services requested by a common unitholder; and
- other similar fees or charges.

There will be no charge to unitholders for disbursements of our cash distributions. We will indemnify the transfer agent, its agents and each of their stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence or intentional misconduct of the indemnified person or entity.

Resignation or Removal

The transfer agent may resign, by notice to us, or be removed by us. The resignation or removal of the transfer agent will become effective upon our appointment of a successor transfer agent and registrar and its acceptance of the appointment. If no successor has been appointed and has accepted the appointment within 30 days after notice of the resignation or removal, our general partner may act as the transfer agent and registrar until a successor is appointed.

Transfer of Common Units

By transfer of common units in accordance with our partnership agreement, each transferee of common units shall be admitted as a limited partner with respect to the common units transferred when such transfer and admission are reflected in our register and such limited partner becomes the record holder of the common units so transferred. Each transferee:

- will become bound and will be deemed to have agreed to be bound by the terms and conditions of our partnership agreement;
- represents that the transferee has the capacity, power and authority to enter into our partnership agreement; and
- makes the consents, acknowledgements and waivers contained in our partnership agreement, such as the approval of all transactions and agreements that we are entering into in connection with our formation and this offering

all with or without executing our partnership agreement.

We are entitled to treat the nominee holder of a common unit as the absolute owner in the event such nominee is the record holder of such common unit. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Common units are securities and are transferable according to the laws governing transfers of securities. Until a common unit has been transferred on our register, we and the transfer agent may treat the record holder of the unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations. Certain transfers of our units by OGE Energy and CenterPoint Energy are subject to rights of first offer and rights of first refusal. Please read "The Partnership Agreement—Transfer of General Partner Interests."

THE PARTNERSHIP AGREEMENT

The following is a summary of the material provisions of our partnership agreement. The form of our partnership agreement is included in this prospectus as Appendix A. We will provide prospective investors with a copy of our partnership agreement upon request at no charge.

We summarize the following provisions of our partnership agreement elsewhere in this prospectus:

- with regard to distributions of available cash, please read "Provisions of Our Partnership Agreement Relating to Cash Distributions";
- with regard to the duties of our general partner, please read "Conflicts of Interest and Fiduciary Duties";
- with regard to the transfer of common units, please read "Description of the Common Units—Transfer of Common Units"; and
- with regard to allocations of taxable income and taxable loss, please read "Material Federal Income Tax Consequences."

Organization and Duration

Our partnership was formed as a limited liability company on December 31, 2010. Our general partner and CenterPoint Energy caused the partnership to be converted from a limited liability company to a limited partnership and adopted the partnership agreement on May 1, 2013. The partnership will have a perpetual existence unless terminated pursuant to the terms of our partnership agreement.

Purpose

Our purpose under the partnership agreement is limited to any business activity that is approved by our general partner and that lawfully may be conducted by a limited partnership organized under Delaware law; provided, that our general partner shall not cause us to engage, directly or indirectly, in any business activity that our general partner determines would be reasonably likely to cause us to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes.

Although our general partner has the ability to cause us and our subsidiaries to engage in activities other than the business of gathering, processing, transporting and storing natural gas and the gathering of crude oil, our general partner has no current plans to do so and may decline to do so free of any duty or obligation whatsoever to us or the limited partners, including any duty to act in the best interests of us or the limited partners, other than the implied contractual covenant of good faith and fair dealing. Our general partner is authorized in general to perform all acts it determines to be necessary or appropriate to carry out our purposes and to conduct our business.

Capital Contributions

Unitholders are not obligated to make additional capital contributions, except as described below under "—Limited Liability."

Voting Rights

The following is a summary of the unitholder vote required for the matters specified below. Matters requiring the approval of a "unit majority" require:

- during the subordination period, the approval of a majority of the outstanding common units, excluding those common units held by our general partner and its affiliates, and a majority of the outstanding subordinated units, voting as separate classes; and
- after the subordination period, the approval of a majority of the outstanding common units.

In voting their common and subordinated units, our general partner and its affiliates will have no duty or obligation whatsoever to us or the limited partners, including any duty to act in the best interests of us or the limited partners, other than the implied covenant of good faith and fair dealing.

Issuance of additional units	No approval right.
Amendment of the partnership agreement	Certain amendments may be made by our general partner without the approval of the unitholders. Other amendments generally require the approval of a unit majority. Please read "—Amendment of the Partnership Agreement."
Merger of our partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances. Please read "—Merger, Consolidation, Conversion, Sale or Other Disposition of Assets."
Dissolution of our partnership	Unit majority. Please read "—Termination and Dissolution."
Continuation of our business upon dissolution	Unit majority. Please read "—Termination and Dissolution."
Withdrawal of the general partner	Under most circumstances, the approval of unitholders holding at least a majority of the outstanding common units, excluding common units held by our general partner and its affiliates, is required for the withdrawal of our general partner prior to in a manner that would cause a dissolution of our partnership. Please read "—Withdrawal or Removal of the General Partner."
Removal of the general partner	Not less than 75% of the outstanding units, voting as a single class, including units held by our general partner and its affiliates. Please read "—Withdrawal or Removal of the General Partner."
Transfer of the general partner interest	Our general partner may transfer any or all of its general partner interest in us without a vote of our unitholders but must obtain prior approval of all members of the board of directors. Please read "—Transfer of General Partner Interests."
Transfer of incentive distribution rights	Our general partner may transfer any or all of the incentive distribution rights without a vote of our unitholders. Please read "—Transfer of Incentive Distribution Rights."
Reset of incentive distribution levels	No unitholder approval required.
Transfer of ownership interests in our general partner	No unitholder approval required. Please see "—Transfer of Ownership Interests in the General Partner."

Applicable Law; Forum, Venue and Jurisdiction

Our partnership agreement is governed by Delaware law. Our partnership agreement requires that any claims, suits, actions or proceedings:

- arising out of or relating in any way to the partnership agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of the partnership agreement or the duties, obligations or liabilities among limited partners or of limited partners to us, or the rights or powers of, or restrictions on, the limited partners or us);
- brought in a derivative manner on our behalf;
- asserting a claim of breach of a duty (including a fiduciary duty) owed by any director, officer, or other employee of us or our general partner, or owed by our general partner, to us or the limited partners;
- asserting a claim arising pursuant to any provision of the Delaware Act; or
- asserting a claim governed by the internal affairs doctrine

shall be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction), regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims. By purchasing a common unit, a limited partner is irrevocably consenting to these limitations and provisions regarding claims, suits, actions or proceedings and submitting to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or such other Delaware courts) in connection with any such claims, suits, actions or proceedings.

Limited Liability

Assuming that a limited partner does not participate in the control of our business within the meaning of the Delaware Act and that it otherwise acts in conformity with the provisions of our partnership agreement, its liability under the Delaware Act will be limited, subject to possible exceptions, to the amount of capital it is obligated to contribute to us for its common units plus its share of any undistributed profits and assets. If it were determined, however, that the right, or exercise of the right, by the limited partners as a group:

- to remove or replace our general partner;
- to approve some amendments to our partnership agreement; or
- to take other action under our partnership agreement;

constituted “participation in the control” of our business for the purposes of the Delaware Act, then the limited partners could be held personally liable for our obligations under the laws of Delaware, to the same extent as our general partner. This liability would extend to persons who transact business with us who reasonably believe that the limited partner is a general partner. Neither the partnership agreement nor the Delaware Act specifically provides for legal recourse against our general partner if a limited partner were to lose limited liability through any fault of our general partner. While this does not mean that a limited partner could not seek legal recourse, we know of no precedent for this type of a claim in Delaware case law.

Under the Delaware Act, a limited partnership may not make a distribution to a partner if, after the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their limited partner interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the assets of the limited partnership. For the purpose of determining the fair value of the assets of a limited partnership, the Delaware Act provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the limited

partnership only to the extent that the fair value of that property exceeds the non-recourse liability. The Delaware Act provides that a limited partner who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Act shall be liable to the limited partnership for the amount of the distribution for three years. Under the Delaware Act, a substituted limited partner of a limited partnership is liable for the obligations of his assignor to make contributions to the partnership, except that such person is not obligated for liabilities unknown to it at the time it became a limited partner and that could not be ascertained from the partnership agreement.

Our subsidiaries conduct business in several states and we may have subsidiaries that conduct business in other states in the future. Maintenance of our limited liability as a limited partner or member of our operating subsidiaries may require compliance with legal requirements in the jurisdictions in which our operating subsidiaries conduct business, including qualifying our subsidiaries to do business there.

Limitations on the liability of limited partners or members for the obligations of a limited partnership or limited liability company have not been clearly established in many jurisdictions. If, by virtue of our limited partner interest in our operating company or otherwise, it were determined that we were conducting business in any state without compliance with the applicable limited partnership or limited liability company statute, or that the right or exercise of the right by the limited partners as a group to remove or replace our general partner, to approve some amendments to our partnership agreement, or to take other action under the partnership agreement constituted “participation in the control” of our business for purposes of the statutes of any relevant jurisdiction, then the limited partners could be held personally liable for our obligations under the law of that jurisdiction to the same extent as our general partner under the circumstances. We will operate in a manner that our general partner considers reasonable and necessary or appropriate to preserve the limited liability of the limited partners.

Issuance of Additional Partnership Interests

Our partnership agreement authorizes us to issue an unlimited number of additional partnership interests for the consideration and on the terms and conditions determined by our general partner without the approval of the unitholders.

It is possible that we will fund acquisitions through the issuance of additional common units, subordinated units or other partnership interests. Holders of any additional common units we issue will be entitled to share equally with the then-existing holders of common units in our distributions of available cash. In addition, the issuance of additional common units or other partnership interests may dilute the value of the interests of the then-existing holders of common units in our net assets.

In accordance with Delaware law and the provisions of our partnership agreement, we may also issue additional partnership interests that, as determined by our general partner, may have special voting rights to which the common units are not entitled. In addition, our partnership agreement does not prohibit the issuance by our subsidiaries of equity interests, which may effectively rank senior to the common units.

Each affiliate of our general partner will have the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase common units, subordinated units or other partnership interests whenever, and on the same terms that, we issue those interests to persons other than our general partner and its affiliates, to the extent necessary to maintain the percentage interest of such person, including such interest represented by common units and subordinated units, that existed immediately prior to each issuance. The other holders of common units will not have preemptive rights to acquire additional common units or other partnership interests.

Amendment of the Partnership Agreement

General

Amendments to our partnership agreement may be proposed only by our general partner. However, our general partner will have no duty or obligation to propose any amendment and may decline to do so free of any

duty or obligation whatsoever to us or the limited partners, including any duty to act in the best interests of us or the limited partners, other than the implied contractual covenant of good faith and fair dealing. In order to adopt a proposed amendment, other than the amendments discussed below, our general partner is required to seek written approval of the holders of the number of units required to approve the amendment or call a meeting of the limited partners to consider and vote upon the proposed amendment. Except as described below, an amendment must be approved by a unit majority.

Prohibited Amendments

No amendment may be made that would:

- enlarge the obligations of any limited partner without its consent, unless it is deemed to have occurred as a result of an amendment approved by at least a majority of the type or class of limited partner interests so affected; or
- enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable by us to our general partner or any of its affiliates without its consent, which consent may be given or withheld at its option.

The provisions of our partnership agreement preventing the amendments having the effects described in any of the clauses above can be amended upon the approval of the holders of at least 90% of the outstanding units voting together as a single class (including units owned by our general partner and its affiliates). Upon completion of this offering, affiliates of our general partner will own approximately % of the outstanding common and subordinated units.

No Unitholder Approval

Our general partner may generally make amendments to our partnership agreement without the approval of any limited partner to reflect:

- a change in our name, the location of our principal office, our registered agent or our registered office;
- the admission, substitution, withdrawal or removal of partners in accordance with our partnership agreement;
- a change that our general partner determines to be necessary or appropriate to qualify or continue our qualification as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or to ensure that neither we nor any of our subsidiaries will be treated as an association taxable as a corporation or otherwise taxed as an entity for federal income tax purposes;
- a change in our fiscal year or taxable year and any other changes that our general partner determines to be necessary or appropriate as a result of such change;
- an amendment that is necessary, in the opinion of our counsel, to prevent us or our general partner or its directors, officers, agents or trustees from in any manner being subjected to the provisions of the Investment Company Act of 1940, the Investment Advisors Act of 1940, or “plan asset” regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, or ERISA, whether or not substantially similar to plan asset regulations currently applied or proposed by the U.S. Department of Labor;
- an amendment that our general partner determines to be necessary or appropriate for the authorization or issuance of additional partnership interests;
- any amendment expressly permitted in our partnership agreement to be made by our general partner acting alone;

- an amendment effected, necessitated or contemplated by a merger agreement that has been approved under the terms of our partnership agreement;
- any amendment that our general partner determines to be necessary or appropriate to reflect and account for the formation by us of, or our investment in, any corporation, partnership or other entity, in connection with our conduct of activities permitted by our partnership agreement;
- conversions into, mergers with or conveyances to another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the conversion, merger or conveyance other than those it receives by way of the conversion, merger or conveyance; or
- any other amendments substantially similar to any of the matters described in the clauses above.

In addition, our general partner may make amendments to our partnership agreement without the approval of any limited partner if our general partner determines that those amendments:

- do not adversely affect in any material respect the limited partners considered as a whole or any particular class of partnership interests as compared to other classes of partnership interests;
- are necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;
- are necessary or appropriate to facilitate the trading of limited partner interests (including the division of any class or classes of outstanding units into different classes to facilitate uniformity of tax consequence within such class of units) or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the limited partner interests are or will be listed or admitted to trading;
- are necessary or appropriate for any action taken by our general partner relating to splits or combinations of units under the provisions of our partnership agreement; or
- are required to effect the intent expressed in this prospectus or the intent of the provisions of our partnership agreement or are otherwise contemplated by our partnership agreement.

Opinion of Counsel and Unitholder Approval

Amendments to our partnership agreement that require unitholder approval will require the approval of holders of at least 90% of the outstanding units voting as a single class unless we first obtain an opinion of counsel to the effect that an amendment will not affect the limited liability of any limited partner under Delaware law. For amendments of the type not requiring unitholder approval, our general partner will not be required to obtain such an opinion.

In addition to the above restrictions, any amendment that would have a material adverse effect on the rights or preferences of any type or class of partnership interests in relation to other classes of partnership interests will require the approval of at least a majority of the type or class of partnership interests so affected. Any amendment that would reduce the percentage of units required to take any action, other than to remove our general partner or call a meeting of unitholders, must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than the percentage sought to be reduced. Any amendment that would increase the percentage of units required to remove our general partner must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than 90% of outstanding units. Any amendment that would increase the percentage of units required to call a meeting of unitholders must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute at least a majority of the outstanding units.

Merger, Consolidation, Conversion, Sale or Other Disposition of Assets

A merger, consolidation or conversion of us requires the prior consent of our general partner. However, our general partner will have no duty or obligation to consent to any merger, consolidation or conversion and may decline to do so free of any duty or obligation whatsoever to us or the limited partners, including any duty to act in the best interest of us or the limited partners, other than the implied contractual covenant of good faith and fair dealing.

In addition, the partnership agreement generally prohibits our general partner without the prior approval of the holders of a unit majority, from causing us to, among other things, sell, exchange or otherwise dispose of all or substantially all of our assets in a single transaction or a series of related transactions. Our general partner may, however, mortgage, pledge, hypothecate or grant a security interest in all or substantially all of our assets without that approval. Our general partner may also sell any or all of our assets under a foreclosure or other realization upon those encumbrances without that approval. Finally, our general partner may consummate any merger with another limited liability entity without the prior approval of our unitholders if we are the surviving entity in the transaction, our general partner has received an opinion of counsel regarding limited liability and tax matters, the transaction would not result in an amendment to the partnership agreement requiring unitholder approval, each of our units will be an identical unit of our partnership following the transaction, and the partnership interests to be issued by us in such merger do not exceed 20% of our outstanding partnership interests immediately prior to the transaction.

If the conditions specified in the partnership agreement are satisfied, our general partner may convert us or any of our subsidiaries into a new limited liability entity or merge us or any of our subsidiaries into, or convey all of our assets to, a newly formed entity if the sole purpose of that conversion, merger or conveyance is to effect a mere change in our legal form into another limited liability entity, our general partner has received an opinion of counsel regarding limited liability and tax matters and the general partner determines that the governing instruments of the new entity provide the limited partners and the general partner with the same rights and obligations as contained in the partnership agreement. The unitholders are not entitled to dissenters' rights of appraisal under the partnership agreement or applicable Delaware law in the event of a conversion, merger or consolidation, a sale of all or substantially all of our assets or any other similar transaction or event.

Termination and Dissolution

We will continue as a limited partnership until dissolved and terminated under our partnership agreement. We will dissolve upon:

- the election of our general partner to dissolve us, if approved by the holders of units representing a unit majority;
- there being no limited partners, unless we are continued without dissolution in accordance with applicable Delaware law;
- the entry of a decree of judicial dissolution of our partnership; or
- the withdrawal or removal of our general partner or any other event that results in its ceasing to be our general partner other than by reason of a transfer of its general partner interest in accordance with our partnership agreement or withdrawal or removal followed by approval and admission of a successor.

Upon a dissolution under the last clause above, the holders of a unit majority may also elect, within specific time limitations, to continue our business on the same terms and conditions described in our partnership agreement by appointing as a successor general partner an entity approved by the holders of units representing a unit majority, subject to our receipt of an opinion of counsel to the effect that:

- the action would not result in the loss of limited liability of any limited partner; and

- neither our partnership nor any of our subsidiaries would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of that right to continue.

Liquidation and Distribution of Proceeds

Upon our dissolution, unless we are continued as a new limited partnership, the liquidator authorized to wind up our affairs will, acting with all of the powers of our general partner that are necessary or appropriate, liquidate our assets and apply the proceeds of the liquidation as described in "Provisions of Our Partnership Agreement Relating to Cash Distributions—Distributions of Cash Upon Liquidation." The liquidator may defer liquidation or distribution of our assets for a reasonable period of time or distribute assets to partners in kind if it determines that a sale would be impractical or would cause undue loss to our partners.

Withdrawal or Removal of the General Partner

Except as described below, our general partner has agreed not to withdraw voluntarily as our general partner prior to without obtaining the approval of the holders of at least a majority of the outstanding common units, excluding common units held by the general partner and its affiliates, and furnishing an opinion of counsel regarding limited liability and tax matters. On or after , our general partner may withdraw as general partner without first obtaining approval of any unitholder by giving 90 days' written notice, and that withdrawal will not constitute a violation of our partnership agreement. Notwithstanding the information above, our general partner may withdraw without unitholder approval upon 90 days' notice to the limited partners if at least 50% of the outstanding units are held or controlled by one person and its affiliates other than the general partner and its affiliates. In addition, the partnership agreement permits the general partner to sell or otherwise transfer all of its general partner interest in us without the approval of the unitholders. Please read "—Transfer of General Partner Interests" and "—Transfer of Incentive Distribution Rights."

Upon voluntary withdrawal of our general partner by giving written notice to the other partners, the holders of a unit majority may select a successor to that withdrawing general partner. If a successor is not elected, or is elected but an opinion of counsel regarding limited liability and tax matters cannot be obtained, we will be dissolved, wound up and liquidated, unless within a specified period after that withdrawal, the holders of a unit majority agree to continue our business by appointing a successor general partner. Please see "—Termination and Dissolution."

Our general partner may not be removed unless that removal is approved by the vote of the holders of not less than 75% of the outstanding units, voting together as a single class, including units held by our general partner and its affiliates, and we receive an opinion of counsel regarding limited liability and tax matters. Any removal of our general partner is also subject to the approval of a successor general partner by the vote of the holders of a majority of the outstanding common units voting as a separate class, and subordinated units, voting as a separate class. The ownership of more than 25% of the outstanding units by our general partner and its affiliates would give them the practical ability to prevent our general partner's removal. At the closing of this offering, affiliates of our general partner will own approximately % of the outstanding common and subordinated units.

Our partnership agreement also provides that if our general partner is removed as our general partner under circumstances where cause does not exist and units held by the general partner and its affiliates are not voted in favor of that removal:

- the subordination period will end, and all outstanding subordinated units will immediately convert into common units on a one-for-one basis;
- any existing arrearages in payment of the minimum quarterly distribution on the common units will be extinguished; and

- our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests based on the fair market value of those interests as of the effective date of its removal.

In the event of removal of a general partner under circumstances where cause exists or withdrawal of a general partner where that withdrawal violates our partnership agreement, a successor general partner will have the option to purchase the general partner interest and incentive distribution rights of the departing general partner for a cash payment equal to the fair market value of those interests. Under all other circumstances where a general partner withdraws or is removed by the limited partners, the departing general partner will have the option to require the successor general partner to purchase the general partner interest of the departing general partner and its incentive distribution rights for fair market value. In each case, this fair market value will be determined by agreement between the departing general partner and the successor general partner. If no agreement is reached, an independent investment banking firm or other independent expert selected by the departing general partner and the successor general partner will determine the fair market value. Or, if the departing general partner and the successor general partner cannot agree upon an expert, then an expert chosen by agreement of the experts selected by each of them will determine the fair market value.

If the option described above is not exercised by either the departing general partner or the successor general partner, the departing general partner will become a limited partner and its general partner interest and its incentive distribution rights will automatically convert into common units pursuant to a valuation of those interests as determined by an investment banking firm or other independent expert selected in the manner described in the preceding paragraph.

In addition, we will be required to reimburse the departing general partner for all amounts due the departing general partner, including, without limitation, all employee-related liabilities, including severance liabilities, incurred for the termination of any employees employed by the departing general partner or its affiliates for our benefit.

Transfer of General Partner Interests

Our general partner may transfer all or any of its general partner interest without the approval of our unitholders, but any such transfer requires the approval of all members of the board of directors. As a condition of this transfer, the transferee must assume, among other things, the rights and duties of our general partner, agree to be bound by the provisions of our partnership agreement, and furnish an opinion of counsel regarding limited liability and tax matters.

Each of OGE Energy and CenterPoint Energy has a right of first offer and a right of first refusal with respect to proposed sales by the other party of 5% or more of such party’s common units or subordinated units.

Transfer of Ownership Interests in the General Partner

OGE Energy or CenterPoint Energy and their subsidiaries may sell or transfer all or part of their membership interest in our general partner to an affiliate or third party without the approval of our unitholders; provided that each of OGE Energy and CenterPoint Energy have rights of first offer and rights of first refusal with respect to proposed sales by the other party of all, but not less than all, of such party’s membership interest. Sales or transfers of membership interests in our general partner prior to that time are prohibited by our general partner’s limited liability company agreement.

Transfer of Incentive Distribution Rights

At any time, our general partner may transfer its incentive distribution rights to an affiliate or third party without the approval of our unitholders.

Change of Management Provisions

Our partnership agreement contains specific provisions that are intended to discourage a person or group from attempting to remove Enable GP, LLC as our general partner or otherwise change our management. If any person or group other than our general partner and its affiliates acquires beneficial ownership of 20% or more of any class of units, that person or group loses voting rights on all of its units. This loss of voting rights does not apply to any person or group that acquires the units from our general partner or its affiliates and any transferees of that person or group who are notified by our general partner that they will not lose their voting rights or to any person or group who acquires the units with the prior approval of the board of directors of our general partner.

Our partnership agreement also provides that if our general partner is removed as our general partner under circumstances where cause does not exist and units held by our general partner and its affiliates are not voted in favor of that removal:

- the subordination period will end and all outstanding subordinated units will immediately convert into common units on a one-for-one basis;
- any existing arrearages in payment of the minimum quarterly distribution on the common units will be extinguished; and
- our general partner will have the right to convert its general partner units and its incentive distribution rights into common units or to receive cash in exchange for those interests based on the fair market value of those interests as of the effective date of its removal.

Limited Call Right

If at any time our general partner and its affiliates own more than 80% of the then-issued and outstanding limited partner interests of any class, our general partner will have the right, which it may assign in whole or in part to any of its affiliates or to us, to acquire all, but not less than all, of the limited partner interests of such class held by unaffiliated persons as of a record date to be selected by our general partner, on at least 10 but not more than 60 days' notice. The purchase price in the event of this purchase is the greater of:

- the highest cash price paid by either of our general partner or any of its affiliates for any limited partner interests of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those limited partner interests; and
- the current market price calculated in accordance with our partnership agreement as of the date three business days before the date the notice is mailed.

As a result of our general partner's right to purchase outstanding limited partner interests, a holder of limited partner interests may have his limited partner interests purchased at a price that may be lower than market prices at various times prior to such purchase or lower than a unitholder may anticipate the market price to be in the future. The tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his common units in the market. Please read "Material Federal Income Tax Consequences—Disposition of Common Units."

Meetings; Voting

Except as described below regarding a person or group owning 20% or more of any class of units then outstanding, record holders of units on the record date will be entitled to notice of, and to vote at, meetings of our limited partners and to act upon matters for which approvals may be solicited.

Our general partner does not anticipate that any meeting of unitholders will be called in the foreseeable future. Any action that is required or permitted to be taken by the unitholders may be taken either at a meeting of the unitholders or, if authorized by our general partner, without a meeting if consents in writing describing the

action so taken are signed by holders of the number of units that would be necessary to authorize or take that action at a meeting where all limited partners were present and voted. Meetings of the unitholders may be called by our general partner or by unitholders owning at least 20% of the outstanding units of the class for which a meeting is proposed. Unitholders may vote either in person or by proxy at meetings. The holders of a majority of the outstanding units of the class or classes for which a meeting has been called represented in person or by proxy will constitute a quorum unless any action by the unitholders requires approval by holders of a greater percentage of the units, in which case the quorum will be the greater percentage.

Each record holder of a unit has a vote according to its percentage interest in us, although additional limited partner interests having special voting rights could be issued. Please read "—Issuance of Additional Partnership Interests." However, if at any time any person or group, other than our general partner and its affiliates, a direct transferee of our general partner and its affiliates or a transferee of such direct transferee who is notified by our general partner that it will not lose its voting rights, acquires, in the aggregate, beneficial ownership of 20% or more of any class of units then outstanding, that person or group will lose voting rights on all of its units and the units may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of unitholders, calculating required votes, determining the presence of a quorum or for other similar purposes. Common units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and its nominee provides otherwise. Except as our partnership agreement otherwise provides, subordinated units will vote together with common units as a single class.

Any notice, demand, request, report or proxy material required or permitted to be given or made to record holders of common units under our partnership agreement will be delivered to the record holder by us or by the transfer agent.

Status as Limited Partner

By transfer of common units in accordance with our partnership agreement, each transferee of common units shall be admitted as a limited partner with respect to the common units transferred when such transfer and admission is reflected in our register. Except as described under "—Limited Liability," the common units will be fully paid, and unitholders will not be required to make additional contributions.

Ineligible Holders; Redemption

Under our partnership agreement, an "Eligible Holder" is a limited partner whose (a) federal income tax status is not reasonably likely to have a material adverse effect on the rates that can be charged by us on assets that are subject to regulation by FERC or an analogous regulatory body and (b) nationality, citizenship or other related status would not create a substantial risk of cancellation or forfeiture of any property in which we have an interest, in each case as determined by our general partner with the advice of counsel.

If at any time our general partner determines, with the advice of counsel, that one or more limited partners are not Eligible Holders (any such limited partner, an Ineligible Holder), then our general partner may request any limited partner to furnish to the general partner an executed certification or other information about his federal income tax status and/or nationality, citizenship or related status. If a limited partner fails to furnish such certification or other requested information within 30 days (or such other period as the general partner may determine) after a request for such certification or other information, or our general partner determines after receipt of the information that the limited partner is not an Eligible Holder, the limited partner may be treated as an Ineligible Holder. An Ineligible Holder does not have the right to direct the voting of his units and may not receive distributions in kind upon our liquidation.

Furthermore, we have the right to redeem all of the common and subordinated units of any holder that our general partner concludes is an Ineligible Holder or fails to furnish the information requested by our general

partner. The redemption price in the event of such redemption for each unit held by such unitholder will be the current market price of such unit (the date of determination of which shall be the date fixed for redemption). The redemption price will be paid, as determined by our general partner, in cash or by delivery of a promissory note. Any such promissory note will bear interest at the rate of 5.0% annually and be payable in three equal annual installments of principal and accrued interest, commencing one year after the redemption date.

Indemnification

Under our partnership agreement, in most circumstances, we will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages or similar events:

- our general partner;
- any departing general partner;
- any person who is or was an affiliate of a general partner or any departing general partner;
- any person who is or was a director, officer, managing member, manager, general partner, fiduciary or trustee of our subsidiaries, us or any entity set forth in the preceding three bullet points;
- any person who is or was serving as director, officer, managing member, manager, general partner, fiduciary or trustee of another person owing a fiduciary duty to us or any of our subsidiaries at the request of our general partner or any departing general partner or any of their affiliates; and
- any person designated by our general partner.

Any indemnification under these provisions will only be out of our assets. Unless it otherwise agrees, our general partner will not be personally liable for, or have any obligation to contribute or lend funds or assets to us to enable us to effectuate, indemnification. We will purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against such liabilities under our partnership agreement.

Reimbursement of Expenses

Our partnership agreement requires us to reimburse our general partner for all payments it makes on our behalf and all other expenses allocable to us or otherwise incurred by our general partner in connection with operating our business. These payments and expenses include salary, bonus, incentive compensation and other amounts paid to any person who is an employee of our general partner and manages our business and affairs and overhead and general and administrative expenses allocated to our general partner by its affiliates. The general partner is entitled to determine in good faith the expenses that are allocable to us. Please read “Certain Relationships and Related Party Transactions—Omnibus Agreement.”

Books and Reports

Our general partner is required to keep appropriate books of our business at our principal offices. The books will be maintained for financial reporting purposes on an accrual basis. For tax and fiscal reporting purposes, our fiscal year is the calendar year.

We will mail or make available to record holders of common units, within 105 days after the close of each fiscal year, an annual report containing audited financial statements and a report on those financial statements by our independent public accountants. Except for our fourth quarter, we will also mail or make available summary financial information within 50 days after the close of each quarter.

We will furnish each record holder of a unit with information reasonably required for tax reporting purposes within 90 days after the close of each calendar year. This information is expected to be furnished in summary

form so that some complex calculations normally required of partners can be avoided. Our ability to furnish this summary information to unitholders will depend on the cooperation of unitholders in supplying us with specific information. Every unitholder will receive information to assist him in determining his federal and state tax liability and filing his federal and state income tax returns, regardless of whether he supplies us with information.

Right to Inspect Our Books and Records

Our partnership agreement provides that a limited partner can, for a purpose reasonably related to his interest as a limited partner, upon reasonable written demand stating the purpose of such demand and at his own expense, have furnished to him:

- a current list of the name and last known address of each record holder;
- copies of our partnership agreement and our certificate of limited partnership and all amendments thereto; and
- certain information regarding the status of our business and financial condition.

Our general partner may, and intends to, keep confidential from the limited partners trade secrets or other information the disclosure of which our general partner in good faith believes is not in our best interests or that we are required by law or by agreements with third parties to keep confidential. Our partnership agreement limits the right to information that a limited partner would otherwise have under Delaware law.

UNITS ELIGIBLE FOR FUTURE SALE

After the sale of the common units offered hereby, CenterPoint Energy will hold an aggregate of common units and subordinated units, OGE Energy will hold an aggregate of common units and subordinated units, and ArcLight will hold an aggregate of common units. All of the subordinated units will convert into common units at the end of the subordination period. The sale of these units could have an adverse impact on the price of the common units or on any trading market that may develop. As explained above under the caption "Certain Relationships and Related Party Transactions—Registration Rights Agreement," affiliates of OGE Energy, CenterPoint Energy and ArcLight have specified demand and piggyback registration rights with respect to the common units they own.

All of the common units and subordinated units held by CenterPoint Energy, OGE Energy and ArcLight are subject to the lock-up restrictions described below and under the heading "Underwriting." The sale of these units could have an adverse impact on the price of the common units or on any trading market that may develop.

Rule 144

The common units sold in this offering will generally be freely transferable without restriction or further registration under the Securities Act. None of the directors or officers of our general partner own any common units prior to this offering. Any common units owned by an "affiliate" of ours may not be resold publicly except in compliance with the registration requirements of the Securities Act or under an exemption under Rule 144 or otherwise. Rule 144 permits securities acquired by an affiliate of the issuer to be sold into the market in an amount that does not exceed, during any three-month period, the greater of:

- 1.0% of the total number of the securities outstanding; and
- the average weekly reported trading volume of the common units for the four calendar weeks prior to the sale.

Sales under Rule 144 are also subject to specific manner of sale provisions, holding period requirements, notice requirements and the availability of current public information about us. A person who is not deemed to have been an affiliate of ours at any time during the 90 days preceding a sale, and who has beneficially owned his common units for at least six months (provided we are in compliance with the current public information requirement) or one year (regardless of whether we are in compliance with the current public information requirement), would be entitled to sell those common units under Rule 144 without regard to the volume limitations, manner of sale provisions and notice requirements of Rule 144.

Our Partnership Agreement

Our partnership agreement provides that we may issue an unlimited number of partnership interests of any type without a vote of the unitholders. Any issuance of additional common units or other equity interests would result in a corresponding decrease in the proportionate ownership interest in us represented by, and could adversely affect the cash distributions to and market price of, common units then outstanding. Please read "The Partnership Agreement—Issuance of Additional Partnership Interests."

Registration Rights Agreement

Pursuant to a registration rights agreement we entered into with affiliates of OGE Energy, CenterPoint Energy and ArcLight, those affiliates have specified demand and piggyback registration rights with respect to the registration and sale of their common units. In particular, beginning 180 days after the closing of this offering, affiliates of OGE Energy and CenterPoint Energy will each have the right to cause us to prepare and file a registration statement with the SEC covering the offering and sale of their common units. At any time following the time when we are eligible to file a registration statement on Form S-3, ArcLight will have the right to cause

us to prepare and file a registration statement on Form S-3 with the SEC covering the offering and sale of its common units. We are not obligated to effect more than (i) three such demand registrations for OGE Energy and CenterPoint combined, or (ii) two such demand registrations (and no more than one in any twelve-month period) for ArcLight. If we propose to file a registration statement (other than pursuant to a demand registration discussed above, or other than for an employee benefit plan), OGE Energy, CenterPoint Energy and/or ArcLight may request to "piggyback" onto such registration statement in order to offer and sell their common units.

In connection with any registration of this kind, we will indemnify each unitholder participating in the registration and its officers, directors and controlling persons from and against certain liabilities under the Securities Act or any applicable state securities laws arising from the registration statement or prospectus. We will bear all costs and expenses incidental to any registration, excluding any underwriting discounts. Our affiliates may also sell their units or other partnership interests in private transactions at any time, subject to compliance with applicable laws and the lock-up agreement described below and under the heading "Underwriting."

Lock-Up Agreements

We, CenterPoint Energy, OGE Energy, ArcLight, our general partner and the directors and executive officers of our general partner have agreed, subject to certain exceptions, not to sell or offer to sell any common units for a period of 180 days from the date of this prospectus. For a description of these lock-up provisions, please read "Underwriting."

MATERIAL FEDERAL INCOME TAX CONSEQUENCES

This section is a summary of the material tax considerations that may be relevant to prospective unitholders who are individual citizens or residents of the United States and, unless otherwise noted in the following discussion, is the opinion of Baker Botts L.L.P., counsel to our general partner and us, insofar as it relates to legal conclusions with respect to matters of U.S. federal income tax law. This section is based upon current provisions of the Internal Revenue Code of 1986, as amended, or the Code, existing and proposed Treasury regulations promulgated under the Code, or the Treasury Regulations, and current administrative rulings and court decisions, all of which are subject to change. Later changes in these authorities may cause the tax consequences to vary substantially from the consequences described below. Unless the context otherwise requires, references in this section to "us" or "we" are references to Enable Midstream Partners, LP and our operating subsidiaries.

The following discussion does not comment on all federal income tax matters affecting us or our unitholders. Moreover, the discussion focuses on unitholders who are individual citizens or residents of the United States and has only limited application to corporations, estates, trusts, partnerships and entities treated like partnerships for federal income tax purposes, nonresident aliens, U.S. expatriates and former citizens or long-term residents of the United States or other unitholders subject to specialized tax treatment, such as banks, insurance companies and other financial institutions, tax-exempt institutions, foreign persons (including, without limitation, controlled foreign corporations, passive foreign investment companies and non-U.S. persons eligible for the benefits of an applicable income tax treaty with the United States), IRAs, real estate investment trusts (REITs), employee benefit plans or mutual funds, dealers in securities or currencies, traders in securities, U.S. persons whose "functional currency" is not the U.S. dollar, persons holding their units as part of a "straddle," "hedge," "conversion transaction" or other risk reduction transaction, and persons deemed to sell their units under the constructive sale provisions of the Code. In addition, the discussion only comments, to a limited extent, on state, and does not comment on local, or foreign, tax consequences. Accordingly, we encourage each prospective unitholder to consult, and depend on, his own tax advisor in analyzing the federal, state, local and foreign tax consequences particular to him of the ownership or disposition of common units.

All statements as to matters of law and legal conclusions, but not as to factual matters, contained in this section, unless otherwise noted, are the opinion of Baker Botts L.L.P. and are based on the accuracy of the representations made by us.

No ruling has been or will be requested from the IRS regarding any matter affecting us or prospective unitholders. Instead, we will rely on opinions of Baker Botts L.L.P. Unlike a ruling, an opinion of counsel represents only that counsel's best legal judgment and does not bind the IRS or the courts. Accordingly, the opinions and statements made herein may not be sustained by a court if contested by the IRS. Any contest of this sort with the IRS may materially and adversely impact the market for the common units and the prices at which common units trade. In addition, the costs of any contest with the IRS, principally legal, accounting and related fees, will result in a reduction in distributable cash flow and our general partner and thus will be borne indirectly by our unitholders and our general partner. Furthermore, the tax treatment of us, or of an investment in us, may be significantly modified by future legislative or administrative changes or court decisions. Any modifications may or may not be retroactively applied.

For the reasons described below, Baker Botts L.L.P. has not rendered an opinion with respect to the following specific federal income tax issues: (i) the treatment of a unitholder whose common units are loaned to a short seller to cover a short sale of common units (please read "—Tax Consequences of Unit Ownership—Treatment of Short Sales"); (ii) whether our monthly convention for allocating taxable income and losses is permitted by existing Treasury Regulations (please read "—Disposition of Common Units—Allocations Between Transferors and Transferees"); and (iii) whether our method for depreciating Section 743 adjustments is sustainable in certain cases (please read "—Tax Consequences of Unit Ownership—Section 754 Election" and "—Uniformity of Units").

Partnership Status

A partnership is not a taxable entity and incurs no federal income tax liability. Instead, each partner of a partnership is required to take into account his share of items of income, gain, loss and deduction of the partnership in computing his federal income tax liability, regardless of whether cash distributions are made to him by the partnership. Pursuant to Code Section 731, distributions by a partnership to a partner are generally not taxable to the partnership or the partner unless the amount of cash distributed to him is in excess of the partner's adjusted basis in his partnership interest.

Section 7704 of the Code provides that publicly traded partnerships will, as a general rule, be taxed as corporations. However, an exception, referred to as the "Qualifying Income Exception," exists with respect to publicly traded partnerships of which 90.0% or more of the gross income for every taxable year consists of "qualifying income." Qualifying income includes income and gains derived from the transportation, storage, processing and marketing of crude oil, natural gas and other products thereof. Other types of qualifying income include interest (other than from a financial business), dividends, gains from the sale of real property and gains from the sale or other disposition of capital assets held for the production of income that otherwise constitutes qualifying income. We estimate that less than % of our current gross income is not qualifying income; however, this estimate could change from time to time. Based upon and subject to this estimate, the factual representations made by us and our general partner and a review of the applicable legal authorities, Baker Botts L.L.P. is of the opinion that at least 90.0% of our current gross income constitutes qualifying income. The portion of our income that is qualifying income may change from time to time.

No ruling has been or will be sought from the IRS and the IRS has made no determination as to our status or the status of our operating subsidiaries for federal income tax purposes or whether our operations generate "qualifying income" under Section 7704 of the Code. Instead, we will rely on the opinion of Baker Botts L.L.P. on such matters. It is the opinion of Baker Botts L.L.P. that, based upon the Code, its regulations, published revenue rulings and court decisions and the representations described below that:

- We will be classified as a partnership for federal income tax purposes; and
- Each of our operating subsidiaries will be disregarded as an entity separate from us or will be treated as a partnership for federal income tax purposes.

In rendering its opinion, Baker Botts L.L.P. has relied on factual representations made by us and our general partner. The representations made by us and our general partner upon which Baker Botts L.L.P. has relied include, without limitation:

- Neither we nor the operating subsidiaries has elected or will elect to be treated as a corporation; and
- For every taxable year, more than 90.0% of our gross income has been and will be income of the type that Baker Botts L.L.P. has opined or will opine is "qualifying income" within the meaning of Section 7704(d) of the Code.

We believe that these representations have been true in the past and expect that these representations will continue to be true in the future.

If we fail to meet the Qualifying Income Exception, other than a failure that is determined by the IRS to be inadvertent and that is cured within a reasonable time after discovery (in which case the IRS may also require us to make adjustments with respect to our unitholders or pay other amounts), we will be treated as if we had transferred all of our assets, subject to liabilities, to a newly formed corporation, on the first day of the year in which we fail to meet the Qualifying Income Exception, in return for stock in that corporation, and then distributed that stock to the unitholders in liquidation of their interests in us. This deemed contribution and liquidation should be tax-free to unitholders and us so long as we, at that time, do not have liabilities in excess of the tax basis of our assets. Thereafter, we would be treated as a corporation for federal income tax purposes.

If we were taxed as a corporation for federal income tax purposes in any taxable year, either as a result of a failure to meet the Qualifying Income Exception or otherwise, our items of income, gain, loss and deduction would be reflected only on our tax return rather than being passed through to our unitholders, and our net income would be taxed to us at corporate rates. In addition, pursuant to Code Section 301, any distribution made to a unitholder would be treated as taxable dividend income, to the extent of our current and accumulated earnings and profits, or, in the absence of earnings and profits, a nontaxable return of capital, to the extent of the unitholder's tax basis in his common units, or taxable capital gain, after the unitholder's tax basis in his common units is reduced to zero. Accordingly, taxation as a corporation would result in a material reduction in a unitholder's cash flow and after-tax return and thus would likely result in a substantial reduction of the value of the units.

The discussion below is based on Baker Botts L.L.P.'s opinion that we will be classified as a partnership for federal income tax purposes.

Limited Partner Status

Unitholders who are admitted as limited partners of Enable Midstream Partners, LP will be treated as partners of Enable Midstream Partners, LP for federal income tax purposes. Also, unitholders whose common units are held in street name or by a nominee and who have the right to direct the nominee in the exercise of all substantive rights attendant to the ownership of their common units will be treated as partners of Enable Midstream Partners, LP for federal income tax purposes.

A beneficial owner of common units whose units have been transferred to a short seller to complete a short sale would appear to lose his status as a partner with respect to those units for federal income tax purposes. Please read "—Tax Consequences of Unit Ownership—Treatment of Short Sales."

Income, gain, deductions or losses would not appear to be reportable by a unitholder who is not a partner for federal income tax purposes, and any cash distributions received by a unitholder who is not a partner for federal income tax purposes would therefore be fully taxable as ordinary income. These holders are urged to consult their own tax advisors with respect to the tax consequences of holding common units in Enable Midstream Partners, LP. The references to "unitholders" in the discussion that follows are to persons who are treated as partners in Enable Midstream Partners, LP for federal income tax purposes.

Tax Consequences of Unit Ownership

Flow-Through of Taxable Income

Subject to the discussion below under "—Entity-Level Collections," we will not pay any federal income tax. Instead, each unitholder will be required to report on his income tax return his share of our income, gains, losses and deductions without regard to whether we make cash distributions to him. Consequently, we may allocate income to a unitholder even if he has not received a cash distribution. The income we allocate to unitholders will generally be taxable as ordinary income. Each unitholder will be required to include in income his allocable share of our income, gains, losses and deductions for our taxable year ending with or within his taxable year. Our taxable year ends on December 31.

Treatment of Distributions

Pursuant to Code Section 731, distributions by us to a unitholder generally will not be taxable to the unitholder for federal income tax purposes, except to the extent the amount of any such cash distribution exceeds his tax basis in his common units immediately before the distribution. Cash distributions made by us to a unitholder in an amount in excess of a unitholder's tax basis generally will be considered to be gain from the sale or exchange of the common units, taxable in accordance with the rules described under "—Disposition of Common Units" below. Any reduction in a unitholder's share of our liabilities for which no partner, including the

general partner, bears the economic risk of loss, known as "nonrecourse liabilities," will be treated as a distribution by us of cash to that unitholder. To the extent our distributions cause a unitholder's "at-risk" amount to be less than zero at the end of any taxable year, Section 465 of the Code requires the recapture of any losses deducted in previous years. Please read "—Limitations on Deductibility of Losses."

A decrease in a unitholder's percentage interest in us because of our issuance of additional common units will decrease his share of our nonrecourse liabilities under Section 752 of the Code, and thus will result in a corresponding deemed distribution of cash. This deemed distribution may constitute a non-pro rata distribution. A non-pro rata distribution of money or property may result in ordinary income to a unitholder, regardless of his tax basis in his common units, if the distribution reduces the unitholder's share of our "unrealized receivables," including depreciation recapture, depletion recapture and/or substantially appreciated "inventory items," each as defined in the Code, and collectively, "Section 751 Assets." To that extent, the unitholder will be treated as having been distributed his proportionate share of the Section 751 Assets and then having exchanged those assets with us in return for the non-pro rata portion of the actual distribution made to him. This latter deemed exchange will generally result in the unitholder's realization of ordinary income, which will equal the excess of (i) the non-pro rata portion of that distribution over (ii) the unitholder's tax basis for the share of Section 751 Assets deemed relinquished in the exchange.

Ratio of Taxable Income to Distributions

We estimate that a purchaser of common units in this offering who owns those common units from the date of closing of this offering through the record date for distributions for the period ending , will be allocated, on a cumulative basis, an amount of federal taxable income for that period that will be % or less of the cash distributed with respect to that period. However, the ratio of taxable income to distributions for any single year in the projection period may be higher or lower. Thereafter, we anticipate that the ratio of taxable income to cash distributions to the unitholders will increase. These estimates are based upon the assumption that gross income from operations will approximate the amount required to make the minimum quarterly distribution on all units and other assumptions with respect to capital expenditures, cash flow, net working capital and anticipated cash distributions. These estimates and assumptions are subject to, among other things, numerous business, economic, regulatory, legislative, competitive and political uncertainties beyond our control. Further, the estimates are based on current tax law and tax reporting positions that we will adopt and with which the IRS could disagree. Accordingly, we cannot assure you that these estimates will prove to be correct. The actual ratio of taxable income to cash distributions could be higher or lower than expected, and any differences could be material and could materially affect the value of the common units. For example, the ratio of taxable income to cash distributions to a purchaser of common units in this offering will be higher, and perhaps substantially higher, than our estimate with respect to the period described above if:

- gross income from operations exceeds the amount required to make minimum quarterly distributions on all units, yet we only distribute the minimum quarterly distributions on all units; or
- we make a future offering of common units and use the proceeds of this offering in a manner that does not produce substantial additional deductions during the period described above, such as to repay indebtedness outstanding at the time of this offering or to acquire property that is not eligible for depreciation or amortization for federal income tax purposes or that is depreciable or amortizable at a rate significantly slower than the rate applicable to our assets at the time of this offering.

Basis of Common Units

A unitholder's initial tax basis for his common units will be determined under Sections 722, 742 and 752 of the Code and will generally equal the amount he paid for the common units plus his share of our nonrecourse liabilities. That basis will be increased under Section 705 of the Code by his share of our income and by any increases in his share of our nonrecourse liabilities and decreased, but not below zero, by distributions from us, by the unitholder's share of our losses, by any decreases in his share of our nonrecourse liabilities and by his

share of our expenditures that are not deductible in computing taxable income and are not required to be capitalized. A unitholder will have no share of our debt that is recourse to our general partner to the extent of the general partner's "net value," as defined in Treasury Regulations under Section 752 of the Code, but will have a share, generally based on his share of profits, of our nonrecourse liabilities. Please read "—Disposition of Common Units—Recognition of Gain or Loss."

Limitations on Deductibility of Losses

Under Sections 704 and 465 of the Code, the deduction by a unitholder of his share of our losses will be limited to the tax basis in his units and, in the case of an individual unitholder, estate, trust, or corporate unitholder (if more than 50.0% of the value of the corporate unitholder's stock is owned directly or indirectly by or for five or fewer individuals or some tax-exempt organizations) to the amount for which the unitholder is considered to be "at risk" with respect to our activities, if that is less than his tax basis. A common unitholder subject to these limitations must recapture losses deducted in previous years to the extent that distributions cause his at-risk amount to be less than zero at the end of any taxable year. Losses disallowed to a unitholder or recaptured as a result of these limitations will carry forward and will be allowable as a deduction to the extent that his at-risk amount is subsequently increased, provided such losses do not exceed such common unitholder's tax basis in his common units. Upon the taxable disposition of a unit, any gain recognized by a unitholder can be offset by losses that were previously suspended by the at-risk limitation but may not be offset by losses suspended by the basis limitation. Any loss previously suspended by the at-risk limitation in excess of that gain would no longer be utilizable.

In general, a unitholder will be at risk to the extent of the tax basis of his units, excluding any portion of that basis attributable to his share of our nonrecourse liabilities, reduced by (i) any portion of that basis representing amounts otherwise protected against loss because of a guarantee, stop loss agreement or other similar arrangement and (ii) any amount of money he borrows to acquire or hold his units, if the lender of those borrowed funds owns an interest in us, is related to another unitholder or can look only to the units for repayment. A unitholder's at-risk amount will increase or decrease as the tax basis of the unitholder's units increases or decreases, other than tax basis increases or decreases attributable to increases or decreases in his share of our nonrecourse liabilities.

In addition to the basis and at-risk limitations on the deductibility of losses, the passive loss limitations of Code Section 469 generally provide that individuals, estates, trusts and some closely-held corporations and personal service corporations can deduct losses from passive activities, which are generally defined as trade or business activities in which the taxpayer does not materially participate, only to the extent of the taxpayer's income from those passive activities. The passive loss limitations are applied separately with respect to each publicly traded partnership. Consequently, any passive losses we generate will only be available to offset our passive income generated in the future and will not be available to offset income from other passive activities or investments, including our investments or a unitholder's investments in other publicly traded partnerships, or salary or active business income. Passive losses that are not deductible because they exceed a unitholder's share of income we generate may be deducted in full when he disposes of his entire investment in us in a fully taxable transaction with an unrelated party. The passive loss limitations are applied after other applicable limitations on deductions, including the at-risk rules and the basis limitation.

A unitholder's share of our net income may be offset by any of our suspended passive losses, but it may not be offset by any other current or carryover losses from other passive activities, including those attributable to other publicly traded partnerships.

Limitations on Interest Deductions

Section 163 of the Code generally limits the deductibility of a non-corporate taxpayer's "investment interest expense" to the amount of that taxpayer's "net investment income." Investment interest expense includes:

- interest on indebtedness properly allocable to property held for investment;
- our interest expense attributed to portfolio income; and

- the portion of interest expense incurred to purchase or carry an interest in a passive activity to the extent attributable to portfolio income.

The computation of a unitholder's investment interest expense will take into account interest on any margin account borrowing or other loan incurred to purchase or carry a unit. Net investment income includes gross income from property held for investment and amounts treated as portfolio income under the passive loss rules, less deductible expenses, other than interest, directly connected with the production of investment income, but generally does not include gains attributable to the disposition of property held for investment or (if applicable) qualified dividend income. The IRS has indicated in Notice 88-75, 1988-2 C.B. 386, that the net passive income earned by a publicly traded partnership will be treated as investment income to its unitholders. In addition, the unitholder's share of our portfolio income will be treated as investment income.

Entity-Level Collections

If we are required or elect under applicable law to pay any federal, state, local or foreign income tax on behalf of any unitholder or our general partner or any former unitholder, we are authorized to pay those taxes from our funds. That payment, if made, will be treated as a distribution of cash to the unitholder on whose behalf the payment was made. If the payment is made on behalf of a person whose identity cannot be determined, we are authorized to treat the payment as a distribution to all current unitholders. We are authorized to amend our partnership agreement in the manner necessary to maintain uniformity of intrinsic tax characteristics of units and to adjust later distributions, so that after giving effect to these distributions, the priority and characterization of distributions otherwise applicable under our partnership agreement is maintained as nearly as is practicable. Payments by us as described above could give rise to an overpayment of tax on behalf of an individual unitholder in which event the unitholder would be required to file a claim in order to obtain a credit or refund.

Allocation of Income, Gain, Loss and Deduction

In general, under Section 704 of the Code, if we have a net profit, our items of income, gain, loss and deduction will be allocated among our general partner and the unitholders in accordance with their percentage interests in us. At any time that distributions are made to the common units in excess of distributions to the subordinated units, or incentive distributions are made to our general partner, gross income will be allocated to the recipients to the extent of those distributions. If we have a net loss, that loss will be allocated first to our general partner and the unitholders in accordance with their percentage interests in us to the extent of their positive capital accounts as adjusted for certain items in accordance with applicable Treasury Regulations and, second, to our general partner.

Section 704(c) of the Code requires us to assign each asset contributed to us in connection with this offering a "book" basis equal to the fair market value of the asset at the time of this offering. Purchasers of units in this offering are entitled to calculate tax depreciation and amortization deductions and other relevant tax items with respect to our assets based upon that "book" basis, which effectively puts purchasers in this offering in the same position as if our assets had a tax basis equal to their fair market value at the time of this offering. In this context, we use the term "book" as that term is used in Treasury regulations under Section 704 of the Code. The "book" basis assigned to our assets for this purpose may not be the same as the book value of our property for financial reporting purposes.

Upon any issuance of units by us after this offering, rules similar to those of Section 704(c) described above will apply for the benefit of recipients of units in that later issuance. This may have the effect of decreasing the amount of our tax depreciation or amortization deductions thereafter allocated to purchasers of units in this offering or of requiring purchasers of units in this offering to thereafter recognize "remedial income" rather than depreciation and amortization deductions.

In addition, items of recapture income will be allocated to the extent possible to the unitholder who was allocated the deduction giving rise to the treatment of that gain as recapture income in order to minimize the

recognition of ordinary income by some unitholders. Finally, although we do not expect that our operations will result in the creation of negative capital accounts, if negative capital accounts nevertheless result, items of our income and gain will be allocated in an amount and manner sufficient to eliminate the negative balance as quickly as possible.

An allocation of items of our income, gain, loss or deduction, other than an allocation required under the Section 704(c) principles described above, will generally be given effect for federal income tax purposes in determining a partner's share of an item of income, gain, loss or deduction only if the allocation has "substantial economic effect." In any other case, a partner's share of an item will be determined on the basis of his interest in us, which will be determined by taking into account all the facts and circumstances, including:

- his relative contributions to us;
- the interests of all the partners in profits and losses;
- the interests of all the partners in cash flows; and
- the rights of all the partners to distributions of capital upon liquidation.

Baker Botts L.L.P. is of the opinion that, with the exception of the issues described in "—Section 754 Election," "—Disposition of Common Units—Allocations Between Transferors and Transferees," and "—Uniformity of Units," allocations under our partnership agreement will be given effect under Section 704 of the Code for federal income tax purposes in determining a partner's share of an item of income, gain, loss or deduction.

Treatment of Short Sales

A unitholder whose units are loaned to a "short seller" to cover a short sale of units may be considered as having disposed of those units. If so, he would no longer be treated for tax purposes as a partner with respect to those units during the period of the loan and may recognize gain or loss from the disposition. As a result, during this period:

- any of our income, gain, loss or deduction with respect to those units would not be reportable by the unitholder;
- any cash distributions received by the unitholder as to those units would be fully taxable; and
- all of these distributions would appear to be ordinary income.

Because there is no direct or indirect controlling authority on the issue relating to partnership interests, Baker Botts L.L.P. has not rendered an opinion regarding the tax treatment of a unitholder whose common units are loaned to a short seller to cover a short sale of common units; therefore, unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to modify any applicable brokerage account agreements to prohibit their brokers from borrowing and loaning their units. The IRS has previously announced in the preamble to certain temporary regulations, 53 Fed. Reg. 34488-01, 1988-2 C.B. 346, that it is studying issues relating to the tax treatment of short sales of partnership interests. Please also read "—Disposition of Common Units—Recognition of Gain or Loss."

Alternative Minimum Tax

Each unitholder will be required to take into account his distributive share of any items of our income, gain, loss or deduction for purposes of the alternative minimum tax. The current minimum tax rate for noncorporate taxpayers is 26.0% on the first $179,500 of alternative minimum taxable income in excess of the exemption amount and 28.0% on any additional alternative minimum taxable income. Prospective unitholders are urged to consult with their tax advisors as to the impact of an investment in units on their liability for the alternative minimum tax.

Tax Rates

The highest marginal U.S. federal income tax rates applicable to ordinary income and long-term capital gains (generally, capital gains on certain assets held for more than twelve months) of individuals currently are 39.6% and 20.0%, respectively. These rates are subject to change by new legislation at any time.

Section 1411 of the Code imposes a 3.8% Medicare tax on certain net investment income earned by individuals, estates and trusts for taxable years beginning after December 31, 2012. For these purposes, net investment income generally includes a unitholder's allocable share of our income and gain realized by a unitholder from a sale of units. In the case of an individual, the tax will be imposed on the lesser of (i) the unitholder's net investment income or (ii) the amount by which the unitholder's modified adjusted gross income exceeds $250,000 (if the unitholder is married and filing jointly or a surviving spouse), $125,000 (if the unitholder is married and filing separately) or $200,000 (in any other case). In the case of an estate or trust, the tax will be imposed on the lesser of (i) undistributed net investment income, or (ii) the excess adjusted gross income over the dollar amount at which the highest income tax bracket applicable to an estate or trust begins.

Section 754 Election

We will make the election permitted by Section 754 of the Code. That election is irrevocable without the consent of the IRS unless there is a constructive termination of the partnership. Please read "—Disposition of Common Units—Constructive Termination." The election will generally permit us to adjust a common unit purchaser's tax basis in our assets, or inside basis, under Section 743(b) of the Code to reflect his purchase price. This election does not apply with respect to a person who purchases common units directly from us, including a purchaser of units in this offering. The Section 743(b) adjustment belongs to the purchaser and not to other unitholders. For purposes of this discussion, the inside basis in our assets with respect to a unitholder will be considered to have two components: (i) his share of our tax basis in our assets, or common basis, and (ii) his Section 743(b) adjustment to that basis.

The timing of deductions attributable to a Section 743(b) adjustment to our common basis will depend upon a number of factors, including the nature of the assets to which the adjustment is allocable, the extent to which the adjustment offsets any Section 704(c) type gain or loss with respect to an asset and certain elections we make as to the manner in which we apply Section 704(c) principles with respect to an asset with respect to which the adjustment is allocable. Please read "—Allocation of Income, Gain, Loss and Deduction." The timing of these deductions may affect the uniformity of our units. Please read "—Uniformity of Units."

A Section 754 election is advantageous if the transferee's tax basis in his units is higher than the units' share of the aggregate tax basis of our assets immediately prior to the transfer. In that case, as a result of the election, the transferee would have, among other items, a greater amount of depreciation deductions and his share of any gain or loss on a sale of our assets would be less. Conversely, a Section 754 election is disadvantageous if the transferee's tax basis in his units is lower than those units' share of the aggregate tax basis of our assets immediately prior to the transfer. Thus, the fair market value of the units may be affected either favorably or unfavorably by the election. A basis adjustment is required regardless of whether a Section 754 election is made in the case of a transfer of an interest in us if we have a substantial built-in loss immediately after the transfer, or if we distribute property and have a substantial basis reduction. Generally a built-in loss or a basis reduction is substantial if it exceeds $250,000.

The calculations involved in the Section 754 election are complex and will be made on the basis of assumptions as to the value of our assets and other matters. For example, the allocation of the Section 743(b) adjustment among our assets must be made in accordance with the Code. The IRS could seek to reallocate some or all of any Section 743(b) adjustment allocated by us to our tangible assets to goodwill instead. Goodwill, as an intangible asset, is generally nonamortizable or amortizable over a longer period of time or under a less accelerated method than our tangible assets. We cannot assure you that the determinations we make will not be successfully challenged by the IRS and that the deductions resulting from them will not be reduced or disallowed

altogether. Should the IRS require a different basis adjustment to be made, and should, in our opinion, the expense of compliance exceed the benefit of the election, we may seek permission from the IRS to revoke our Section 754 election. If permission is granted, a subsequent purchaser of units may be allocated more income than he would have been allocated had the election not been revoked.

Tax Treatment of Operations

Accounting Method and Taxable Year

We use the year ending December 31 as our taxable year and the accrual method of accounting for federal income tax purposes. Each unitholder will be required to include in income his share of our income, gain, loss and deduction for our taxable year ending within or with his taxable year. In addition, a unitholder who has a taxable year ending on a date other than December 31 and who disposes of all of his units following the close of our taxable year but before the close of his taxable year must include his share of our income, gain, loss and deduction in income for his taxable year, with the result that he will be required to include in income for his taxable year his share of more than twelve months of our income, gain, loss and deduction. Please read "—Disposition of Common Units—Allocations Between Transferors and Transferees."

Initial Tax Basis, Depreciation and Amortization

The tax basis of our assets will be used for purposes of computing depreciation and cost recovery deductions and, ultimately, gain or loss on the disposition of these assets. Under Section 704 of the Code, the federal income tax burden associated with the difference between the fair market value of our assets and their tax basis immediately prior to (i) this offering will be borne by our general partner and its affiliates, and (ii) any other offering will be borne by our general partner and all of our unitholders as of that time. Please read "—Tax Consequences of Unit Ownership—Allocation of Income, Gain, Loss and Deduction."

To the extent allowable, we may elect to use the depreciation and cost recovery methods, including bonus depreciation to the extent available, that will result in the largest deductions being taken in the early years after assets subject to these allowances are placed in service. Part or all of the goodwill, going concern value and other intangible assets we acquire in connection with this offering may not produce any amortization deductions because of the application of the anti-churning restrictions of Section 197 of the Code. Please read "—Uniformity of Units." Property we subsequently acquire or construct may be depreciated using accelerated methods permitted by the Code.

If we dispose of depreciable property by sale, foreclosure or otherwise, all or a portion of any gain, determined by reference to the amount of depreciation previously deducted and the nature of the property, may be subject to the recapture rules under Section 1245 or Section 1250 of the Code and taxed as ordinary income rather than capital gain. Similarly, a unitholder who has taken cost recovery or depreciation deductions with respect to property we own will likely be required to recapture some or all of those deductions as ordinary income upon a sale of his interest in us. Please read "—Tax Consequences of Unit Ownership—Allocation of Income, Gain, Loss and Deduction" and "—Disposition of Common Units—Recognition of Gain or Loss."

The costs we incur in selling our units (called syndication expenses) must be capitalized under Section 709 of the Code and cannot be deducted currently, ratably or upon our termination. There are uncertainties regarding the classification of costs as organization expenses, which may be amortized by us, and as syndication expenses, which may not be amortized by us. The underwriting discounts and commissions we incur will be treated as syndication expenses.

Valuation and Tax Basis of Our Properties

The federal income tax consequences of the ownership and disposition of units will depend in part on our estimates of the relative fair market values, and the initial tax bases, of our assets. Although we may from time to

time consult with professional appraisers regarding valuation matters, we will make many of the relative fair market value estimates ourselves. These estimates and determinations of basis are subject to challenge and will not be binding on the IRS or the courts. If the estimates of fair market value or basis are later found to be incorrect, the character and amount of items of income, gain, loss or deductions previously reported by unitholders might change, and unitholders might be required to adjust their tax liability for prior years and incur interest and penalties with respect to those adjustments.

Disposition of Common Units

Recognition of Gain or Loss

Gain or loss will be recognized on a sale of units equal to the difference between the amount realized and the unitholder's tax basis for the units sold. A unitholder's amount realized will be measured by the sum of the cash or the fair market value of other property received by him plus his share of our nonrecourse liabilities. Because the amount realized includes a unitholder's share of our nonrecourse liabilities, the gain recognized on the sale of units could result in a tax liability in excess of any cash received from the sale.

Prior distributions from us that in the aggregate were in excess of cumulative net taxable income for a common unit and, therefore, decreased a unitholder's tax basis in that common unit will, in effect, become taxable income if the common unit is sold at a price greater than the unitholder's tax basis in that common unit, even if the price received is less than his original cost.

Except as noted below, gain or loss recognized by a unitholder, other than a "dealer" in units, on the sale or exchange of a unit will generally be taxable as capital gain or loss. Capital gain recognized by an individual on the sale of units held for more than twelve months will generally be taxed at a maximum U.S. federal income tax rate of 20.0%. However, a portion of this gain or loss, which will likely be substantial, will be separately computed and taxed as ordinary income or loss under Section 751 of the Code to the extent attributable to assets giving rise to depreciation recapture or other "unrealized receivables" or to "inventory items" we own. The term "unrealized receivables" includes potential recapture items, including depreciation recapture. Ordinary income attributable to unrealized receivables, inventory items and depreciation recapture may exceed net taxable gain realized upon the sale of a unit and may be recognized even if there is a net taxable loss realized on the sale of a unit. Thus, a unitholder may recognize both ordinary income and a capital loss upon a sale of units. Capital losses may offset capital gains and no more than $3,000 of ordinary income each year, in the case of individuals, and may only be used to offset capital gains in the case of corporations.

The IRS ruled in Rev. Rul. 84-53,1984-1 C.B. 159, that a partner who acquires interests in a partnership in separate transactions must combine those interests and maintain a single adjusted tax basis for all those interests. Upon a sale or other disposition of less than all of those interests, a portion of that tax basis must be allocated to the interests sold using an "equitable apportionment" method, which generally means that the tax basis allocated to the interest sold equals an amount that bears the same relation to the partner's tax basis in his entire interest in the partnership as the value of the interest sold bears to the value of the partner's entire interest in the partnership. Treasury Regulations under Section 1223 of the Code allow a selling unitholder who can identify common units transferred with an ascertainable holding period to elect to use the actual holding period of the common units transferred. Thus, according to the ruling discussed above, a common unitholder will be unable to select high or low basis common units to sell as would be the case with corporate stock, but, according to the Treasury Regulations, he may designate specific common units sold for purposes of determining the holding period of units transferred. A unitholder electing to use the actual holding period of common units transferred must consistently use that identification method for all subsequent sales or exchanges of common units. A unitholder considering the purchase of additional units or a sale of common units purchased in separate transactions is urged to consult his tax advisor as to the possible consequences of this ruling and application of the Treasury Regulations.

Section 1259 of the Code can affect the taxation of some financial products and securities, including partnership interests, by treating a taxpayer as having sold an "appreciated" partnership interest, one in which gain would be recognized if it were sold, assigned or terminated at its fair market value, if the taxpayer or related persons enter(s) into:

- a short sale;
- an offsetting notional principal contract; or
- a futures or forward contract;

in each case, with respect to the partnership interest or substantially identical property.

Moreover, if a taxpayer has previously entered into a short sale, an offsetting notional principal contract or a futures or forward contract with respect to the partnership interest, the taxpayer will be treated as having sold that position if the taxpayer or a related person then acquires the partnership interest or substantially identical property. The Secretary of the Treasury is also authorized to issue regulations that treat a taxpayer that enters into transactions or positions that have substantially the same effect as the preceding transactions as having constructively sold the financial position.

Allocations Between Transferors and Transferees

In general, our taxable income and losses will be determined annually, will be prorated on a monthly basis and will be subsequently apportioned among the unitholders in proportion to the number of units owned by each of them as of the opening of the applicable exchange on the first business day of the month, which we refer to in this prospectus as the "Allocation Date." However, gain or loss realized on a sale or other disposition of our assets other than in the ordinary course of business will be allocated among the unitholders on the Allocation Date in the month in which that gain or loss is recognized. As a result, a unitholder transferring units may be allocated income, gain, loss and deduction realized after the date of transfer.

Although simplifying conventions are contemplated by the Code and most publicly traded partnerships use similar simplifying conventions, the use of this method may not be permitted under existing Treasury Regulations as there is no direct or indirect controlling authority on this issue. Recently, however, the Department of the Treasury and the IRS issued proposed Treasury Regulations under Section 706 of the Code that provide a safe harbor pursuant to which a publicly traded partnership may use a similar monthly simplifying convention to allocate tax items among transferor and transferee unitholders, although such tax items must be prorated on a daily basis. Nonetheless, the proposed regulations do not specifically authorize the use of the proration method we have adopted. Existing publicly traded partnerships are entitled to rely on these proposed Treasury Regulations; however, they are not binding on the IRS and are subject to change until final Treasury Regulations are issued. Accordingly, Baker Botts L.L.P. is unable to opine on the validity of this method of allocating income and deductions between transferor and transferee unitholders because the issue has not been finally resolved by the IRS or the courts. If this method is not allowed under the Treasury Regulations, or only applies to transfers of less than all of the unitholder's interest, our taxable income or losses might be reallocated among the unitholders. We are authorized to revise our method of allocation between transferor and transferee unitholders, as well as unitholders whose interests vary during a taxable year, to conform to a method permitted under future Treasury Regulations.

A unitholder who disposes of units prior to the record date set for a cash distribution for any quarter will be allocated items of our income, gain, loss and deductions attributable to the month of sale but will not be entitled to receive that cash distribution.

Notification Requirements

A unitholder who sells any of his units is generally required by regulations under Section 6050K of the Code to notify us in writing of that sale within 30 days after the sale (or, if earlier, January 15 of the year following the sale). A purchaser of units who purchases units from another unitholder is also generally required under Section 743 of the Code to notify us in writing of that purchase within 30 days after the purchase. Upon receiving such notifications, we are required to notify the IRS of that transaction and to furnish specified information to the transferor and transferee. Failure to notify us of a sale may lead to the imposition of penalties under Section 6723 of the Code. However, these reporting requirements do not apply to a sale by an individual who is a citizen of the United States and who effects the sale or exchange through a broker who will satisfy such requirements.

Constructive Termination

We will be considered under Section 708 of the Code to have terminated our tax partnership for federal income tax purposes upon the sale or exchange of our interests that, in the aggregate, constitute 50.0% or more of the total interests in our capital and profits within a twelve-month period. Immediately following this offering, OGE Energy, CenterPoint and ArcLight will in the aggregate indirectly own more than 50.0% of the total interests in our capital and profits. Therefore, transfers and transfers deemed to occur for tax purposes by OGE Energy, CenterPoint or ArcLight of all or a portion of their respective interests in us could result in a termination of our partnership for federal income tax purposes. For purposes of measuring whether the 50.0% threshold is reached, multiple sales of the same interest are counted only once. A constructive termination results in the closing of our taxable year for all unitholders. In the case of a unitholder reporting on a taxable year other than a fiscal year ending December 31, the closing of our taxable year may result in more than twelve months of our taxable income or loss being includable in his taxable income for the year of termination. A constructive termination occurring on a date other than December 31 will result in us filing two tax returns (and unitholders could receive two Schedules K-1 if the relief discussed below is not available) for one fiscal year and the cost of the preparation of these returns will be borne by all common unitholders. We would be required to make new tax elections after a termination, including a new election under Section 754 of the Code, and a termination would result in a deferral of our deductions for depreciation. A termination could also result in penalties if we were unable to determine that the termination had occurred. Moreover, a termination might either accelerate the application of, or subject us to, any tax legislation enacted before the termination. The IRS has recently announced in an Industry Director Communication, LMSB-04-0210-006, a relief procedure whereby if a publicly traded partnership that has technically terminated requests publicly traded partnership technical termination relief and the IRS grants such relief, among other things, the partnership will only have to provide one Schedule K-1 to unitholders for the year notwithstanding two partnership tax years.

Uniformity of Units

Because we cannot match transferors and transferees of units, we must maintain uniformity of the economic and tax characteristics of the units to a purchaser of these units. In the absence of uniformity, we may be unable to completely comply with a number of federal income tax requirements, both statutory and regulatory. Any non-uniformity could have an impact upon the value of our units. The timing of deductions attributable to Section 743(b) adjustments to the common basis of our assets with respect to persons purchasing units from another unitholder may affect the uniformity of our units. Please read “—Tax Consequences of Unit Ownership—Section 754 Election.”

For example, some types of depreciable assets are not subject to the typical rules governing depreciation (under Section 168 of the Code) or amortization (under Section 197 of the Code). If we were to acquire any assets of that type, the timing of a unit purchaser’s deductions with respect to Section 743(b) adjustments to the common basis of those assets might differ depending upon when and to whom the unit he purchased was originally issued. We do not currently expect to acquire any assets of that type. However, if we were to acquire a material amount of assets of that type, we intend to adopt tax positions as to those assets that will not result in

any such lack of uniformity. Any such tax positions taken by us might result in allocations to some unitholders of smaller depreciation deductions than they would otherwise be entitled to receive. Baker Botts L.L.P. has not rendered an opinion with respect to those types of tax positions. Moreover, the IRS might challenge those tax positions. If we took such a tax position and the IRS successfully challenged the position, the uniformity of our units might be affected, and the gain from the sale of our units might be increased without the benefit of additional deductions. Please read "—Disposition of Common Units—Recognition of Gain or Loss."

Tax-Exempt Organizations and Other Investors

Ownership of units by employee benefit plans, other tax-exempt organizations, non-resident aliens, foreign corporations and other foreign persons raises issues unique to those investors and, as described below to a limited extent, may have substantially adverse tax consequences to them. If you are a tax-exempt entity or a non-U.S. person, you should consult your tax advisor before investing in our common units.

Employee benefit plans and most other organizations exempt from federal income tax, including individual retirement accounts and other retirement plans, are subject to federal income tax under Section 511 of the Code on unrelated business taxable income. Virtually all of our income allocated to a unitholder that is a tax-exempt organization will be unrelated business taxable income and will be taxable to it. Please read "Investment in Enable Midstream Partners, LP by Employee Benefit Plans."

Non-resident aliens and foreign corporations, trusts or estates that own units will be considered under Section 875 of the Code to be engaged in business in the United States because of the ownership of units. As a consequence, they will be required to file federal tax returns to report their share of our income, gain, loss or deduction and pay federal income tax at regular rates on their share of our net income or gain. Moreover, under rules applicable to publicly traded partnerships, we will withhold at the highest applicable effective tax rate from cash distributions made quarterly to foreign unitholders. Each foreign unitholder must obtain a taxpayer identification number from the IRS and submit that number to our transfer agent on a Form W-8BEN or applicable substitute form in order to obtain credit for these withholding taxes. A change in applicable law may require us to change these procedures.

In addition, because a foreign corporation that owns units will be treated as engaged in a U.S. trade or business, that corporation may be subject to the U.S. branch profits tax under Section 884 of the Code at a rate of 30%, in addition to regular federal income tax, on its share of our income and gain, as adjusted for changes in the foreign corporation's "U.S. net equity," which is effectively connected with the conduct of a U.S. trade or business. That tax may be reduced or eliminated by an income tax treaty between the United States and the country in which the foreign corporate unitholder is a "qualified resident." In addition, this type of unitholder is subject to special information reporting requirements under Section 6038C of the Code.

A foreign unitholder who sells or otherwise disposes of a common unit will be subject to U.S. federal income tax on gain realized from the sale or disposition of that unit to the extent the gain is effectively connected with a U.S. trade or business of the foreign unitholder. Under Rev. Rul. 91-32, 1991-1 C.B. 107, interpreting the scope of "effectively connected income," a foreign unitholder would be considered to be engaged in a trade or business in the United States by virtue of the U.S. activities of the partnership, and part or all of that unitholder's gain would be effectively connected with that unitholder's indirect U.S. trade or business. Moreover, under the Foreign Investment in Real Property Tax Act, a foreign common unitholder generally will be subject to U.S. federal income tax upon the sale or disposition of a common unit if (i) he owned (directly or constructively applying certain attribution rules) more than 5.0% of our common units at any time during the five-year period ending on the date of such disposition and (ii) 50.0% or more of the fair market value of all of our assets consisted of U.S. real property interests at any time during the shorter of the period during which such unitholder held the common units or the five-year period ending on the date of disposition. Currently, more than 50.0% of our assets consist of U.S. real property interests and we do not expect that to change in the foreseeable future. Therefore, foreign unitholders may be subject to federal income tax on gain from the sale or disposition of their units.

Administrative Matters

Information Returns and Audit Procedures

We intend to furnish to each unitholder, within 90 days after the close of each taxable year, specific tax information, including a Schedule K-1, which describes his share of our income, gain, loss and deduction for our preceding taxable year. In preparing this information, which will not be reviewed by counsel, we will take various accounting and reporting positions, some of which have been mentioned earlier, to determine each unitholder's share of income, gain, loss and deduction. We cannot assure you that those positions will yield a result that conforms to the requirements of the Code, Treasury Regulations or administrative interpretations of the IRS. Neither we nor Baker Botts L.L.P. can assure prospective unitholders that the IRS will not successfully contend in court that those positions are impermissible. Any challenge by the IRS could negatively affect the value of the units.

The IRS may audit our federal income tax information returns. Adjustments resulting from an IRS audit may require each unitholder to adjust a prior year's tax liability, and possibly may result in an audit of his return. Any audit of a unitholder's return could result in adjustments not related to our returns as well as those related to our returns.

Partnerships generally are treated as separate entities under Section 6221 of the Code for purposes of federal tax audits, judicial review of administrative adjustments by the IRS and tax settlement proceedings. The tax treatment of partnership items of income, gain, loss and deduction are determined in a partnership proceeding rather than in separate proceedings with the partners. The Code requires that one partner be designated as the "Tax Matters Partner" for these purposes. Our partnership agreement names our general partner as our Tax Matters Partner.

The Tax Matters Partner has made and will make some elections on our behalf and on behalf of unitholders. In addition, the Tax Matters Partner can extend the statute of limitations for assessment of tax deficiencies against unitholders for items in our returns. The Tax Matters Partner may bind a unitholder with less than a 1.0% profits interest in us to a settlement with the IRS unless that unitholder elects, by filing a statement with the IRS, not to give that authority to the Tax Matters Partner. The Tax Matters Partner may seek judicial review, by which all the unitholders are bound, of a final partnership administrative adjustment and, if the Tax Matters Partner fails to seek judicial review, judicial review may be sought by any unitholder having at least a 1.0% interest in profits or by any group of unitholders having in the aggregate at least a 5% interest in profits. However, only one action for judicial review will go forward, and each unitholder with an interest in the outcome may participate.

A unitholder must file a statement with the IRS pursuant to Section 6222 of the Code identifying the treatment of any item on his federal income tax return that is not consistent with the treatment of the item on our return. Intentional or negligent disregard of this consistency requirement may subject a unitholder to substantial penalties.

Additional Withholding Requirements

Under recently enacted legislation, the relevant withholding agent may be required to withhold 30.0% of any interest, dividends and other fixed or determinable annual or periodical gains, profits and income from sources within the United States (FDAP Income) or gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the United States paid to (i) a foreign financial institution (for which purposes includes, among other entities, foreign broker-dealers, clearing organizations, investment companies, hedge funds and certain other investment entities) unless such foreign financial institution agrees to verify, report and disclose its U.S. accountholders and meets certain other specified requirements or (ii) a non-financial foreign entity that is a beneficial owner of the payment unless such entity certifies that it does not have any substantial U.S. owners or provides the name, address and taxpayer identification number of each substantial U.S. owner and such entity meets certain other specified requirements or otherwise qualifies for an exemption

from this withholding. These rules will generally apply to payments of FDAP Income which are made after June 30, 2014, and to payments of relevant gross proceeds which are made after December 31, 2016. Non-U.S. and U.S. unitholders are encouraged to consult their own tax advisors regarding the possible implications of this legislation on their investment in our common units.

Nominee Reporting

Persons who hold an interest in us as a nominee for another person are required under Section 6031 of the Code to furnish to us:

- the name, address and taxpayer identification number of the beneficial owner and the nominee;
- a statement regarding whether the beneficial owner is:
  - a person that is not a U.S. person;
  - a foreign government, an international organization or any wholly owned agency or instrumentality of either of the foregoing; or
  - a tax-exempt entity;
- the amount and description of units held, acquired or transferred for the beneficial owner; and
- specific information including the dates of acquisitions and transfers, means of acquisitions and transfers, and acquisition cost for purchases, as well as the amount of net proceeds from sales.

Brokers and financial institutions are required under Section 6031 of the Code to furnish additional information, including whether they are U.S. persons and specific information on units they acquire, hold or transfer for their own account. A penalty of $100 per failure, up to a maximum of $1.5 million per calendar year, is imposed by Section 6722 of the Code for failure to report that information to us. The nominee is required to supply the beneficial owner of the units with the information furnished to us.

Accuracy-Related Penalties

An additional tax equal to 20.0% of the amount of any portion of an underpayment of tax that is attributable to one or more specified causes, including negligence or disregard of rules or regulations, substantial understatements of income tax and substantial valuation misstatements, is imposed under Section 6662 of the Code. No penalty will be imposed, however, for any portion of an underpayment if it is shown that there was a reasonable cause for that portion and that the taxpayer acted in good faith regarding that portion.

For individuals, a substantial understatement of income tax in any taxable year exists if the amount of the understatement exceeds the greater of 10.0% of the tax required to be shown on the return for the taxable year or $5,000 ($10,000 for most corporations). The amount of any understatement subject to penalty generally is reduced if any portion is attributable to a position adopted on the return:

- for which there is, or was, “substantial authority”; or
- as to which there is a reasonable basis and the pertinent facts of that position are disclosed on the return.

If any item of income, gain, loss or deduction included in the distributive shares of unitholders might result in that kind of an “understatement” of income for which no “substantial authority” exists, we must disclose the pertinent facts on our return. In addition, we will make a reasonable effort to furnish sufficient information for unitholders to make adequate disclosure on their returns and to take other actions as may be appropriate to permit unitholders to avoid liability for this penalty. More stringent rules apply to “tax shelters,” which we do not believe includes us, or any of our investments, plans or arrangements.

A substantial valuation misstatement exists if (a) the value of any property, or the adjusted basis of any property, claimed on a tax return is 150.0% or more of the amount determined to be the correct amount of the valuation or adjusted basis, (b) the price for any property or services (or for the use of property) claimed on any such return with respect to any transaction between persons described in Section 482 of the Code is 200.0% or more (or 50.0% or less) of the amount determined under Code Section 482 to be the correct amount of such price, or (c) the net Section 482 transfer price adjustment for the taxable year exceeds the lesser of $5 million or 10.0% of the taxpayer's gross receipts.

No penalty is imposed unless the portion of the underpayment attributable to a substantial valuation misstatement exceeds $5,000 ($10,000 for most corporations). If the valuation claimed on a return is 200.0% or more than the correct valuation or certain other thresholds are met, the penalty imposed increases to 40.0%. We do not anticipate making any valuation misstatements.

In addition, the 20.0% accuracy-related penalty also applies to any portion of an underpayment of tax that is attributable to transactions lacking economic substance. To the extent that such transactions are not disclosed, the penalty imposed is increased to 40.0%. Additionally, there is no reasonable cause defense to the imposition of this penalty to such transactions.

Reportable Transactions

If we were to engage in a "reportable transaction," we (and possibly you and others) would be required under Treasury regulations under Section 6011 of the Code and related provisions to make a detailed disclosure of the transaction to the IRS. A transaction may be a reportable transaction based upon any of several factors, including the fact that it is a type of tax avoidance transaction publicly identified by the IRS as a "listed transaction" or that it produces certain kinds of losses for partnerships, individuals, S corporations, and trusts in excess of $2 million in any single year, or $4 million in any combination of 6 successive tax years. Our participation in a reportable transaction could increase the likelihood that our federal income tax information return (and possibly your tax return) would be audited by the IRS. Please read "—Information Returns and Audit Procedures."

Moreover, if we were to participate in a reportable transaction with a significant purpose to avoid or evade tax, or in any listed transaction, you may be subject to the following provisions of the American Jobs Creation Act of 2004:

- accuracy-related penalties with a broader scope, significantly narrower exceptions, and potentially greater amounts than described above at "—Accuracy-Related Penalties";
- for those persons otherwise entitled to deduct interest on federal tax deficiencies, nondeductibility of interest on any resulting tax liability; and
- in the case of a listed transaction, an extended statute of limitations.

We do not expect to engage in any "reportable transactions."

State, Local, Foreign and Other Tax Considerations

In addition to federal income taxes, you likely will be subject to other taxes, such as state, local and foreign income taxes, unincorporated business taxes, and estate, inheritance or intangible taxes that may be imposed by the various jurisdictions in which we do business or own property or in which you are a resident. We currently do business or own property in several states, most of which impose personal income taxes on individuals. Most of these states also impose an income tax on corporations and other entities. Moreover, we may also own property or do business in other states in the future that impose income or similar taxes on nonresident individuals. Although an analysis of those various taxes is not presented here, each prospective unitholder should consider their potential impact on his investment in us. A unitholder may be required to file income tax returns

and to pay income taxes in many of these jurisdictions in which we do business or own property and may be subject to penalties for failure to comply with those requirements. In some jurisdictions, tax losses may not produce a tax benefit in the year incurred and may not be available to offset income in subsequent taxable years. Some of the jurisdictions may require us, or we may elect, to withhold a percentage of income from amounts to be distributed to a unitholder who is not a resident of the jurisdiction. Withholding, the amount of which may be greater or less than a particular unitholder's income tax liability to the jurisdiction, generally does not relieve a nonresident unitholder from the obligation to file an income tax return. Amounts withheld will be treated as if distributed to unitholders for purposes of determining the amounts distributed by us. Please read "—Tax Consequences of Unit Ownership—Entity-Level Collections." Based on current law and our estimate of our future operations, our general partner anticipates that any amounts required to be withheld will not be material.

It is the responsibility of each unitholder to investigate the legal and tax consequences, under the laws of pertinent jurisdictions, of his investment in us. Accordingly, each prospective unitholder is urged to consult, and depend upon, his tax counsel or other advisor with regard to those matters. Further, it is the responsibility of each unitholder to file all state, local and foreign, as well as U.S. federal tax returns, that may be required of him. Baker Botts L.L.P. has not rendered an opinion on the state, local or foreign tax consequences of an investment in us.

INVESTMENT IN ENABLE MIDSTREAM PARTNERS, LP BY EMPLOYEE BENEFIT PLANS

An investment in us by an employee benefit plan is subject to additional considerations because the investments of these plans are subject to the fiduciary responsibility and prohibited transaction provisions of ERISA. restrictions imposed by Section 4975 of the Code, and provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of the Code or ERISA (collectively, Similar Laws). For these purposes, the term "employee benefit plan" includes, but is not limited to, qualified pension, profit-sharing and stock bonus plans, Keogh plans, simplified employee pension plans and tax deferred annuities or individual retirement accounts or annuities, or IRAs, established or maintained by an employer or employee organization and entities whose underlying assets are considered to include "plan assets" of such plans, accounts, and arrangements. Among other things, consideration should be given to:

- whether the investment is prudent under Section 404(a)(1)(B) of ERISA and any other applicable Similar Laws;
- whether in making the investment, that plan will satisfy the diversification requirements of Section 404(a)(1)(C) of ERISA and any other applicable Similar Laws; and
- whether the investment will result in recognition of unrelated business taxable income by the plan and, if so, the potential after-tax investment return. Please read "Material Federal Income Tax Consequences—Tax-Exempt Organizations and Other Investors"; and
- whether making such an investment will comply with the delegation of control and prohibited transaction provisions of ERISA, the Code, and any other applicable Similar Laws.

The person with investment discretion with respect to the assets of an employee benefit plan, often called a fiduciary, should determine whether an investment in us is authorized by the appropriate governing instrument and is a proper investment for the plan or IRA.

Section 406 of ERISA and Section 4975 of the Code prohibit employee benefit plans, and also IRAs that are not considered part of an employee benefit plan, from engaging in specified transactions involving "plan assets" with parties that are "parties in interest" under ERISA or "disqualified persons" under the Code with respect to the plan unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

In addition to considering whether the purchase of common units is a prohibited transaction, a fiduciary of an employee benefit plan should consider whether the plan will, by investing in us, be deemed to own an undivided interest in our assets, with the result that the general partner would also be a fiduciary of such plan and our operations would be subject to the regulatory restrictions of ERISA, including its prohibited transaction rules, as well as the prohibited transaction rules of the Code, ERISA, and any other applicable Similar Laws.

The Department of Labor regulations provide guidance with respect to whether the assets of an entity in which employee benefit plans acquire equity interests would be deemed "plan assets" under some circumstances. Under these regulations, an entity's assets would not be considered to be "plan assets" if, among other things:

(1) the equity interests acquired by employee benefit plans are publicly offered securities (i.e., the equity interests are widely held by 100 or more investors independent of the issuer and each other, freely transferable and registered under certain provisions of the federal securities laws);

(2) the entity is an "operating company" (i.e., it is primarily engaged in the production or sale of a product or service other than the investment of capital either directly or through a majority-owned subsidiary or subsidiaries); or

(3) there is no significant investment by benefit plan investors, which is defined to mean that less than 25% of the value of each class of equity interest (disregarding certain interests held by our general partner, its affiliates, and certain other persons) is held by the employee benefit plans referred to above, and IRAs that are subject to ERISA and/or Section 4975 of the Code.

With respect to an investment in our common units, we believe that our assets should not be considered “plan assets” under these regulations because it is expected that the investment will satisfy the requirements in (1) and (2) above.

The foregoing discussion of issues arising for employee benefit plan investments under ERISA, the Code, and applicable Similar Laws is general in nature and is not intended to be all-inclusive, nor should it be construed as legal advice. Plan fiduciaries contemplating a purchase of common units should consult with their own counsel regarding the consequences under ERISA, the Code and other Similar Laws in light of the complexity of these rules and the serious penalties that may be imposed on persons who engage in prohibited transactions or other violations.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom Morgan Stanley & Co. LLC, Barclays Capital Inc. and Goldman, Sachs & Co. are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, severally, the number of common units indicated below:

Name	Number of Common Units
Morgan Stanley & Co. LLC	
Barclays Capital Inc.	
Goldman, Sachs & Co.	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the common units subject to their acceptance of the common units from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the common units offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the common units offered by this prospectus if any such common units are taken. However, the underwriters are not required to take or pay for the common units covered by the underwriters' option to purchase additional common units described below.

The underwriters initially propose to offer part of the common units directly to the public at the public offering price listed on the cover page of this prospectus and part to certain dealers. After the initial offering of the common units, the offering price and other selling terms may from time to time be varied by the representatives.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of additional common units at the public offering price listed on the cover page of this prospectus, less underwriting discounts and commissions. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the common units offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional common units as the number listed next to the underwriter's name in the preceding table bears to the total number of common units listed next to the names of all underwriters in the preceding table.

The following table shows the per unit and total public offering price, underwriting discounts and commissions, and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional common units.

	Per Common Units	Total	
		No Exercise	Full Exercise
Public offering price	$	$	$
Underwriting discounts and commissions to be paid by us			
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discounts and commissions, are approximately $.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of common units offered by them.

We intend to apply to list our common units on the NYSE under the symbol “ENBL.”

We, CenterPoint Energy, OGE Energy, ArcLight, our general partner and our general partner’s directors and executive officers have agreed that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, and subject to specified exceptions, we and they will not, during the period ending 180 days after the date of this prospectus (the “restricted period”):

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any common units or any securities convertible into or exercisable or exchangeable for common units;
- file any registration statement with the SEC relating to the offering of any common units or any securities convertible into or exercisable or exchangeable for common units; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common units;

whether any such transaction described above is to be settled by delivery of common units or such other securities, in cash or otherwise. In addition, we and each such person agrees that, without the prior written consent of Morgan Stanley & Co. LLC on behalf of the underwriters, we or such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any common units or any security convertible into or exercisable or exchangeable for common units.

The restrictions described in the immediately preceding paragraph do not apply to:

- the sale of common units to the underwriters; or
- the issuance by us of common units upon the exercise of an option or a warrant or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing; or
- the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of common units, provided that (i) such plan does not provide for the transfer of common units during the restricted period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of common units may be made under such plan during the restricted period.

If:

- during the last 17 days of the restricted period we issue an earnings release or material news event relating to us occurs, or
- prior to the expiration of the restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the restricted period or provide notification to Morgan Stanley & Co. LLC of any earnings release or material news or material event that may give rise to an extension of the initial restricted period,

then the restrictions described above will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Morgan Stanley & Co. LLC, in its sole discretion, may release the common units and other securities subject to the lock-up agreements described above in whole or in part at any time with or without notice.

In order to facilitate the offering of the common units, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common units. Specifically, the underwriters may over-allot in connection with the offering, creating a short position in the common units for their own account. In addition, to cover over-allotments or to stabilize the price of the common units, the underwriters may bid for, and purchase, common units in the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the common units in the offering, if the syndicate repurchases previously distributed common units in transactions to cover syndicate short positions, in stabilization transactions or otherwise. Any of these activities may stabilize or maintain the market price of the common units above independent market levels. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act. Because the Financial Industry Regulatory Authority, or FINRA, views the common units offered under this prospectus as interests in a direct participation program, this offering is being made in compliance with Rule 2310 of the FINRA conduct rules. Investor suitability with respect to the common units should be judged similarly to the suitability with respect to other securities that are listed for quotation on a national securities exchange.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory, investment banking, commercial banking and other services for us and our general partner, for which they received or will receive customary fees and expenses. Certain affiliates of Morgan Stanley & Co. LLC, Barclays Capital Inc. and Goldman, Sachs & Co. are lenders under our revolving credit facility and will receive a portion of the net proceeds from this offering. For a description of our revolving credit facility, please read “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Revolving Credit Facility.” In addition, affiliates of Morgan Stanley & Co. LLC, Barclays Capital Inc. and Goldman, Sachs & Co. are lenders under our term loan facility.

Furthermore, certain of the underwriters and their respective affiliates may, from time to time, enter into arms-length transactions with us in the ordinary course of their business. In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities or instruments of the partnership. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

A prospectus in electronic format may be made available on websites maintained by one or more underwriters, or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of common units to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to the underwriters that may make Internet distributions on the same basis as other allocations.

Pricing of the Offering

Prior to this offering, there has been no public market for our common units. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings

and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours.

We cannot assure you that the prices at which the common units will sell in the public market after this offering will not be lower than the initial public offering price or that an active trading market in our common units will develop and continue after this offering.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) an offer to the public of any common units may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any common units may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of common units shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer to the public" in relation to any common units in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any common units to be offered so as to enable an investor to decide to purchase any common units, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State, and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the common units in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the common units in, from or otherwise involving the United Kingdom.

Hong Kong

The common units may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance

(Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the common units may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to common units which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the common units may not be circulated or distributed, nor may the common units be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA, (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the common units are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire common unit capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, common units, debentures and units of common units and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the common units under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The common units have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any common units, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Switzerland

This prospectus is being communicated in Switzerland to a small number of selected investors only. Each copy of this prospectus is addressed to a specifically named recipient and may not be copied, reproduced, distributed or passed on to third parties. Our common units are not being offered to the public in Switzerland, and neither this prospectus, nor any other offering materials relating to our common units may be distributed in connection with any such public offering. We have not been registered with the Swiss Financial Market Supervisory Authority FINMA as a foreign collective investment scheme pursuant to Article 120 of the Collective Investment Schemes Act of June 23, 2006 (CISA). Accordingly, our common units may not be offered to the public in or from Switzerland, and neither this prospectus, nor any other offering materials relating to our

common units may be made available through a public offering in or from Switzerland. Our common units may only be offered and this prospectus may only be distributed in or from Switzerland by way of private placement exclusively to qualified investors (as this term is defined in the CISA and its implementing ordinance).

Germany

This document has not been prepared in accordance with the requirements for a securities or sales prospectus under the German Securities Prospectus Act (*Wertpapierprospektgesetz*), the German Sales Prospectus Act (*Verkaufsprospektgesetz*), or the German Investment Act (*Investmentgesetz*). Neither the German Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht–BaFin*) nor any other German authority has been notified of the intention to distribute our common units in Germany. Consequently, our common units may not be distributed in Germany by way of public offering, public advertisement or in any similar manner and this document and any other document relating to the offering, as well as information or statements contained therein, may not be supplied to the public in Germany or used in connection with any offer for subscription of our common units to the public in Germany or any other means of public marketing. Our common units are being offered and sold in Germany only to qualified investors which are referred to in Section 3, paragraph 2, no. 1, in connection with Section 2, no. 6, of the German Securities Prospectus Act, Section 8f, paragraph 2, no. 4 of the German Sales Prospectus Act, and in Section 2, paragraph 11, sentence 2, no. 1 of the German Investment Act. This document is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.

LEGAL MATTERS

The validity of the common units will be passed upon for us by Baker Botts L.L.P., Houston, Texas, and Jones Day, Chicago, Illinois. Certain tax matters in connection with the common units offered hereby will be passed upon for us by Baker Botts L.L.P. Certain legal matters in connection with the common units offered hereby will be passed upon for the underwriters by Latham & Watkins LLP, Houston, Texas.

EXPERTS

The combined financial statements of Enable Midstream Partners, LP and related companies, which comprise the combined balance sheets as of December 31, 2012 and 2011, and the related statements of combined income, comprehensive income, cash flows, and parent net equity for each of the three years in the period ended December 31, 2012, and the related notes to the combined financial statements included herein have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Enogex LLC, which comprise the consolidated balance sheets and statements of capitalization as of December 31, 2012 and 2011, and the related consolidated statements of income, comprehensive income, cash flows and changes in member's interest for each of the three years in the period ended December 31, 2012, and the related notes to the consolidated financial statements included herein have been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-l regarding the common units. This prospectus does not contain all of the information found in the registration statement. For further information regarding us and the common units offered by this prospectus, you may desire to review the full registration statement, including its exhibits and schedules, filed under the Securities Act. The registration statement of which this prospectus forms a part, including its exhibits and schedules, may be inspected and copied at the public reference room maintained by the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Copies of the materials may also be obtained from the SEC at prescribed rates by writing to the public reference room maintained by the SEC at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330.

The SEC maintains a website on the Internet at *www.sec.gov*. Our registration statement, of which this prospectus constitutes a part, can be downloaded from the SEC's website and can also be inspected and copied at the offices of the NYSE Euronext, 11 Wall Street, New York, New York 10005.

You should rely only on the information contained in this prospectus. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus only. Our business, financial condition, results of operations and prospects may have changed since that date.

Upon completion of this offering, we will file with or furnish to the SEC periodic reports and other information. These reports and other information may be inspected and copied at the public reference facilities

maintained by the SEC or obtained from the SEC's website as provided above. Our website on the Internet is located at *www. .com*, and we will make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information on our website or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus.

We intend to furnish or make available to our unitholders annual reports containing our audited financial statements and furnish or make available to our unitholders quarterly reports containing our unaudited interim financial information, including the information required by Form 10-Q, for the first three fiscal quarters of each fiscal year.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information in this prospectus may contain forward-looking statements. Forward-looking statements give our current expectations, contain projections of results of operations or of financial condition, or forecasts of future events. Words such as "could," "will," "should," "may," "assume," "forecast," "position," "predict," "strategy," "expect," "intend," "plan," "estimate," "anticipate," "believe," "project," "budget," "potential," or "continue," and similar expressions are used to identify forward-looking statements. Without limiting the generality of the foregoing, forward-looking statements contained in this prospectus include our expectations of plans, strategies, objectives, growth and anticipated financial and operational performance, including revenue projections, capital expenditures and tax position. Forward-looking statements can be affected by assumptions used or by known or unknown risks or uncertainties. Consequently, no forward-looking statements can be guaranteed.

A forward-looking statement may include a statement of the assumptions or bases underlying the forward-looking statement. We believe that we have chosen these assumptions or bases in good faith and that they are reasonable. However, when considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in this prospectus. Those risk factors and other factors noted throughout this prospectus could cause our actual results to differ materially from those disclosed in any forward-looking statement. You are cautioned not to place undue reliance on any forward-looking statements. You should also understand that it is not possible to predict or identify all such factors and should not consider the following list to be a complete statement of all potential risks and uncertainties. Factors that could cause our actual results to differ materially from the results contemplated by such forward-looking statements include:

- changes in general economic conditions;
- competitive conditions in our industry;
- actions taken by our customers and competitors;
- the demand for natural gas, NGLs, crude oil and midstream services;
- our ability to successfully implement our business plan;
- our ability to complete internal growth projects on time and on budget;
- the price and availability of debt and equity financing;
- operating hazards and other risks incidental to transporting, storing and gathering crude oil and refined products;
- natural disasters, weather-related delays, casualty losses and other matters beyond our control;
- interest rates;
- labor relations;

- large customer defaults;
- changes in the availability and cost of capital;
- changes in tax status;
- the effects of existing and future laws and governmental regulations;
- changes in insurance markets impacting costs and the level and types of coverage available;
- the timing and extent of changes in commodity prices;
- the suspension, reduction or termination of our customers' obligations under our commercial agreements;
- disruptions due to equipment interruption or failure at our facilities, or third-party facilities on which our business is dependent;
- the effects of future litigation; and
- other factors discussed elsewhere in this prospectus.

Forward-looking statements speak only as of the date on which they are made. We expressly disclaim any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

INDEX TO FINANCIAL STATEMENTS

ENABLE MIDSTREAM PARTNERS, LP

ENOGEX LLC

ENABLE MIDSTREAM PARTNERS, LP

INTRODUCTION TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The following unaudited pro forma condensed combined financial statements of Enable Midstream Partners, LP (Partnership) for the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, and as of September 30, 2013 should be read in conjunction with the accompanying notes, as well as the Partnership's historical combined and consolidated financial statements and notes thereto. For accounting and financial reporting purposes, (i) the formation of the Partnership as a limited partnership on May 1, 2013 is considered a contribution by CenterPoint Energy, Inc. (CenterPoint Energy) and is reflected at CenterPoint Energy's historical cost as of May 1, 2013 and (ii) the Partnership is deemed to have acquired Enogex LLC (Enogex) on May 1, 2013.

The pro forma adjustments, as discussed in detail in Note 2—Pro forma adjustments, only give effect to events that are (1) directly attributable to the transactions; (2) factually supportable; and (3) expected to have a continuing effect on the consolidated results of the Partnership. The adjustments are based upon currently available information and certain estimates and assumptions; therefore, actual adjustments will differ from the pro forma adjustments. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the contemplated transactions and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied on the pro forma condensed combined financial information. These transactions include, and the pro forma financial data gives effect to, the following:

- The acquisition of Enogex on May 1, 2013, including (1) the incremental depreciation and amortization incurred on the fair value adjustment of Enogex's assets, (2) adjustments to revenue and cost of sales to reflect purchase price adjustments for the recurring impact of certain loss contracts and deferred revenues and (3) a reduction to interest expense for recognition of a premium on Enogex's fixed rate senior notes;
- A reduction in the historical interest income received on the notes receivable—affiliated companies from CenterPoint Energy, which were paid off at formation, and the interest expense incurred on notes payable—affiliated companies to CenterPoint Energy and OGE Energy prior to May 1, 2013, which were repaid at formation;
- The entrance into a $1.05 billion 3-year senior unsecured loan facility (Term Loan Facility) by the Partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- The entrance into a $1.4 billion senior unsecured revolving credit facility (Revolving Credit Facility) by the Partnership and the incremental interest expense and amortization of deferred financing costs related thereto;
- A reduction for the elimination of federal and state income taxes, except for Texas state margin taxes;
- A reduction in the Partnership's interest in Southeast Supply Header, LLC (SESH) from 50% to 24.95% as of May 1, 2013;
- The consummation of this offering and our issuance of common units to the public and the conversion of common units of CenterPoint Energy and common units of OGE Energy into subordinated units; and
- The application of the net proceeds of this offering as described in "Use of Proceeds".

The pro forma financial data does not give effect to the approximately $3 million in incremental annual operation and maintenance expense we expect to incur as a result of being a publicly traded partnership. The unaudited pro forma adjustments do not give effect to any potential cost savings or other operating efficiencies from the integration of the Partnership and Enogex. The pro forma financial data does not reflect adjustments for the execution of service agreements with CenterPoint Energy and OGE Energy upon formation since the costs

under these service agreements were previously incurred by the Partnership and Enogex on a similar basis. The pro forma financial data do not adjust for acquisition related costs since the Partnership incurred no acquisition related costs in the Condensed Combined and Consolidated Income Statement based upon the terms in the master formation agreement.

The Unaudited Pro Forma Condensed Combined Statements of Income give effect to the acquisition of Enogex, notes payable repayments, reduction in the historical interest income received on the notes receivable—affiliated companies from CenterPoint Energy, which were paid off at formation, Term Loan Facility, Revolving Credit Facility, reduction of federal and state income taxes and reduction of the Partnership's interest in SESH as if the transactions and this offering, with respect to unit and per unit information, occurred on January 1, 2012. The Unaudited Pro Forma Condensed Combined Balance Sheet gives effect to consummation of the Partnership's initial public offering and the use of proceeds therefrom as if the transaction occurred on September 30, 3013.

The accompanying unaudited pro forma condensed combined financial statements are based on the assumptions and adjustments described in the accompanying notes and do not purport to present the Partnership's or Enogex's actual results of operations as if the transactions described above had occurred as of the dates indicated. The unaudited pro forma condensed combined financial statements are presented for illustrative purposes and are not indicative of what the financial position might have been or what results of operations might have been achieved had the transactions described above closed as of the dates indicated or the financial position or results of operations that might be achieved for any future periods.

ENABLE MIDSTREAM PARTNERS, LP

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
For the Year Ended December 31, 2012

	Enable Midstream Partners, LP Historical	Enogex Historical	Pro Forma Adjustments	Enable Midstream Partners, LP Pro Forma
			(In millions)	
Revenues	$ 952	$ 1,609	$ 3 [A]	$ 2,564
Cost of Goods Sold, excluding depreciation and amortization	129	1,120	(11)[A]	1,238
Operating Expenses:				
Operation and maintenance	267	179	—	446
Depreciation and amortization	106	109	58 [A]	273
Gain on insurance proceeds	—	(8)	—	(8)
Taxes other than income	34	23	—	57
Total Operating Expenses	407	303	58	768
Operating Income	416	186	(44)	558
Other Income (Expense):				
Interest expense	(85)	(32)	80 [B]	(45)
			4 [B]	
			(19)[C]	
			(3)[D]	
			10 [A]	
Equity in earnings of equity method affiliates	31	—	(13)[F]	18
Interest income—affiliated companies	21	—	(21)[B]	—
Step acquisition gain	136	—	—	136
Other, net	—	(4)	—	(4)
Total Other Income (Expense)	103	(36)	38	105
Income before Income Taxes	519	150	(6)	663
Income tax expense (benefit)	203	—	(200)[E]	3
Net Income	316	150	194	660
Less: Net income attributable to noncontrolling interest	—	2	—	2
Net Income attributable to Enable Midstream Partners, LP	$ 316	$ 148	$ 194	$ 658
Number of outstanding limited partner units				
Basic and diluted earnings per limited partner unit				

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
For the Nine Months Ended September 30, 2013

	Enable Midstream Partners, LP Historical	Enogex Historical	Pro Forma Adjustments	Enable Midstream Partners, LP Pro Forma
			(In millions)	
Revenues	$ 1,665	$ 630	$ 1 [A]	$ 2,296
Cost of Goods Sold, excluding depreciation and amortization	827	489	(4)[A]	1,312
Operating Expenses:				
Operation and maintenance	302	64	—	366
Depreciation and amortization	148	37	20 [A]	205
Impairment	12	—	—	12
Taxes other than income	37	8	—	45
Total Operating Expenses	499	109	20	628
Operating Income	339	32	(15)	356
Other Income (Expense):				
Interest expense	(53)	(10)	31 [B]	(35)
			2 [B]	
			(7)[C]	
			(1)[D]	
			3 [A]	
Equity in earnings of equity method affiliates	12	—	(3)[F]	9
Interest income—affiliated companies	9	—	(9)[B]	—
Other, net	—	9	—	9
Total Other Income (Expense)	(32)	(1)	16	(17)
Income before Income Taxes	307	31	1	339
Income tax expense (benefit)	(1,195)	—	1,196 [E]	1
Net Income	1,502	31	(1,195)	338
Less: Net income attributable to noncontrolling interest	2	—	—	2
Net Income attributable to Enable Midstream Partners, LP	$ 1,500	$ 31	$ (1,195)	$ 336
Number of outstanding limited partner units				
Basic and diluted earnings per limited partner unit				

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
For the Nine Months Ended September 30, 2012

	Enable Midstream Partners, LP Historical	Enogex Historical	Pro Forma Adjustments	Enable Midstream Partners, LP Pro Forma
			(In millions)	
Revenues	$ 686	$ 1,178	$ 2 [A]	$ 1,866
Cost of Goods Sold, excluding depreciation and amortization	75	816	(9)[A]	882
Operating Expenses:				
Operation and maintenance	191	132	—	323
Depreciation and amortization	78	79	41 [A]	198
Gain on insurance proceeds	—	(8)	—	(8)
Taxes other than income	28	18	—	46
Total Operating Expenses	297	221	41	559
Operating Income	314	141	(30)	425
Other Income (Expense):				
Interest expense	(65)	(24)	62 [B]	(33)
			3 [B]	
			(15)[C]	
			(2)[D]	
			8 [A]	
Equity in earnings of equity method affiliates	25	—	(10)[F]	15
Interest income—affiliated companies	15	—	(15)[B]	—
Step acquisition gain	136	—	—	136
Other, net	1	(1)	—	—
Total Other Income (Expense)	112	(25)	31	118
Income before Income Taxes	426	116	1	543
Income tax expense (benefit)	160	—	(158)[E]	2
Net Income	266	116	159	541
Less: Net income attributable to noncontrolling interest	—	2	—	2
Net Income attributable to Enable Midstream Partners, LP	$ 266	$ 114	$ 159	$ 539
Number of outstanding limited partner units				
Basic and diluted earnings per limited partner unit				

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

ENABLE MIDSTREAM PARTNERS. LP

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
September 30, 2013

	Enable Midstream Partners, LP Historical		Pro Forma Adjustments		Enable Midstream Partners, LP Pro Forma
			(In millions)		
Cash and cash equivalents	$ 24		$ —	G	$
Accounts receivable, net	265		—		265
Accounts receivable—affiliated companies	24		—		24
Notes receivable—affiliated companies	4		—		4
Inventory	89		—		89
Gas Imbalances	10		—		10
Other current assets	9		—		9
Total current assets	425		—		
Property, plant and equipment, net	8,831		—		8,831
Intangible assets, net	392		—		392
Goodwill, net	1,061		—		1,061
Investment in equity method affiliates	200		—		200
Regulatory Assets, net	3		—		3
Other	38		—		38
Total other assets	1,694		—		
Total Assets	$ 10,950		$ —		$
Accounts payable	$ 289		$ —		$ 289
Accounts payable—affiliated companies	34		—		34
Current portion of long-term debt	205		—		205
Taxes accrued	47		—		47
Gas Imbalances	8		—		8
Other current liabilities	39		—		39
Total current liabilities	622		—		622
Notes payable—affiliated companies	363		—		363
Regulatory liabilities	21		—		21
Other liabilities	31		—		31
Total other liabilities	415		—		415
Long-term debt	1,727			G	
Enable Midstream Partners, LP Partners' Capital	8,152			G	
Noncontrolling interest	34		—		34
Total Partners' Capital	8,186		—		
Total Liabilities and Partners' Capital	$ 10,950		$ —		$

See Notes to Unaudited Pro Forma Condensed Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

(1) Basis of Presentation

The accompanying unaudited pro forma condensed combined financial statements are based on the historical combined and consolidated financial statements of the Partnership and present the impact of the formation of the limited partnership on May 1, 2013, along with the transactions summarized in the Introduction to Unaudited Pro Forma Condensed Combined Financial Statements as if the transactions had occurred on January 1, 2012. The unaudited pro forma condensed combined financial statements include the historical financial information of the Partnership and Enogex. All significant intercompany balances and transactions have been eliminated in combination. Because of certain related-party relationships and transactions, these unaudited pro forma condensed combined financial statements may not necessarily be indicative of the conditions that could have existed or results of operations that could have occurred if the Partnership had entered into similar arrangements with non-affiliated entities.

The accompanying unaudited pro forma condensed combined financial statements include statements of income for the year ended December 31, 2012 and for the nine months ended September 30, 2013 and 2012 and a balance sheet as of September 30, 2013. The Unaudited Pro Forma Condensed Combined Statement of Income for the year ended December 31, 2012 was derived from the respective historical audited combined statement of income of the Partnership and the historical audited consolidated statement of income for Enogex for the year ended December 31, 2012. The Unaudited Pro Forma Condensed Combined Statements of Income for the nine months ended September 30, 2013 and 2012 were derived from the respective historical unaudited combined and consolidated statements of income of the Partnership and the historical unaudited consolidated statements of income for Enogex for the four months ended April 30, 2013 and nine months ended September 30, 2012, respectively. The Unaudited Pro Forma Condensed Combined Balance Sheet as at September 30, 2013 was derived from the historical unaudited consolidated balance sheet of the Partnership as of September 30, 2013.

Certain amounts in the Partnership's and Enogex's historical combined and consolidated, respectively, statements of income have been reclassified to conform presentation.

(2) Pro Forma Adjustments

(A) This adjustment reflects the acquisition of Enogex on May 1, 2013. As a result of applying purchase accounting to the acquisition, the Partnership recognized adjustments to the historical net book value of Enogex's assets and liabilities that are expected to have a continuing effect on results as follows:

Revenue. As a result of the purchase price allocation, certain customer-based intangible assets historically amortized against revenue were written off and historically deferred revenues were not assigned value unless subject to future performance obligations. The impact of removing the historical amortization and the historical recognition of deferred revenues at May 1, 2013 results in a net increase to revenue of $3 million, $1 million and $2 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

Cost of Goods Sold, Excluding Depreciation and Amortization. As a result of applying purchase accounting to the acquisition of Enogex, liabilities were established for long-term loss contracts. The impact of recognizing these liabilities at May 1, 2013 results in a reduction to cost of goods sold, excluding depreciation and amortization, of $11 million, $4 million and $9 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

Depreciation and Amortization. As a result of applying purchase accounting to the acquisition of Enogex, property, plant and equipment, and identifiable intangible assets were recorded at their fair value, resulting in additional depreciation and amortization expense. The impact of the step-up on depreciation expense is $58 million, $20 million and $41 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

Interest Expense. As a result of applying purchase accounting to the acquisition of Enogex, Enogex's fixed rate senior notes were remeasured at fair value, resulting in the recognition of a premium of $46 million. Historically recognized deferred charges and discounts or premiums were assigned no fair value. The pro forma impact of the amortization of the premium, less the historical recognition of the premium, discount and deferred charges on interest expense, net of historical capitalized interest, is $10 million, $3 million and $8 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

(B) This adjustment reflects the settlement on May 1, 2013 of certain notes receivable—affiliated companies and notes payable—affiliated companies with CenterPoint Energy and OGE Energy, historically held by the Partnership and Enogex, respectively:

1) Reduction to notes receivable—affiliated companies from CenterPoint Energy of $479 million bearing variable interest of approximately 4.8%. The reduction results in the elimination of the historical affiliated interest income of $21 million, $9 million and $15 million for the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

2) Reduction to short-term notes payable—affiliated companies to CenterPoint Energy of $753 million bearing variable interest of approximately 4.8% and long-term notes payable—affiliated companies to CenterPoint of $646 million bearing fixed interest of 6.3%. This reduction results in the elimination of the historical affiliated interest expense of $80 million, $31 million and $62 million incurred during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

3) Reduction to short-term notes payable—affiliated companies to OGE Energy bearing variable interest of approximately 2.1%. This reduction results in the elimination of the historical affiliated interest expense of $4 million, $2 million and $3 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

(C) This adjustment reflects the entrance into the $1.05 billion Term Loan Facility on May 1, 2013 bearing variable interest of approximately 1.807%: this issuance results in an increase in interest expense of $19 million, $7 million and $15 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively, including amortization of deferred financing costs incurred on the Term Loan Facility and net of annual historical amounts capitalized for the allowance for funds used during construction of $2 million, $1 million and $1 million, respectively.

The incremental interest expense on the Term Loan Facility is calculated using the 1 month London Interbank Offered Rate (LIBOR) at September 30, 2013 plus 1.625%. A change in the borrowing rate of 1/8 percent would have an impact of approximately $1 million on the pro forma annual interest expense on the Term Loan Facility for all periods presented.

(D) This adjustment reflects the entrance into the Revolving Credit Facility on May 1, 2013 bearing variable interest of approximately 1.807% replacing the short-term note payable—affiliated companies to OGE Energy: this issuance results in an increase in interest expense of $3 million, $1 million and $2 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively, including amortization of deferred financing costs incurred on the Revolving Credit Facility.

The incremental interest expense on the Revolving Credit Facility is calculated using the 1 month LIBOR at September 30, 2013 plus 1.625%. A change in the borrowing rate of 1/8 percent would have an impact of less than $1 million on the pro forma interest expense on the Revolving Credit Facility for all periods presented.

(E) This adjustment eliminates the income tax expense (benefit) of $200 million, ($1.2) billion and $158 million reported in the historical results of the Partnership during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively, that does not continue upon formation of the Partnership, which is a pass through entity for income tax purposes. Upon conversion to a limited partnership on May 1, 2013, the Partnership's earnings are no longer subject to income tax (other than Texas state margin taxes) and are taxable at the individual partner level. As a result of the conversion to a limited partnership, all outstanding current income assets and tax liabilities and the deferred income tax assets and liabilities were eliminated by recording an income tax benefit of $1.24 billion. The pro forma adjustment to income taxes for the nine months ended September 30, 2013 above removes the historical benefit of $1.24 billion recognized for the Partnership's conversion to a limited partnership since this is a one-time benefit that does not impact future continuing operations.

Enogex's historical earnings were taxable at the individual partner level, and as such, its historical results did not have any balances or activity associated with income taxes (other than Texas state margin taxes).

(F) This adjustment reflects the distribution of a 25.05% interest in Southeast Supply Header, LLC (SESH) to CenterPoint Energy in connection with the acquisition of Enogex on May 1, 2013. Prior to May 1, 2013, the Partnership held a 50.0% interest in SESH and, through this interest, historically recognized $26 million, $7 million and $20 million Equity in earnings of equity method affiliates for SESH during the year ending December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

The 25.05% interest in SESH distributed to CenterPoint Energy results in a pro forma reduction to earnings of equity method affiliates of $13 million, $3 million and $10 million during the year ended December 31, 2012 and the nine months ended September 30, 2013 and 2012, respectively.

(G) This adjustment reflects the assumed gross proceeds to the Partnership for the sale of common units at an initial public price of $ per common unit, offset by the payment of underwriting discounts of an aggregate $ million, together with estimated offering expenses of $ million, for a total of $ million.

(3) Pro Forma Net Income Per Common Unit

Pro forma basic and diluted net income per common unit is calculated by dividing the limited partners' interest in net income by the common units expected to be outstanding at the closing of this offering. Pro forma net income is calculated assuming that the pro forma cash distributions are equal to the pro forma net income attributable to the Partnership. Pro forma net income attributable to the Partnership prior to the acquisition of Enogex is not allocated to the limited partners for purposes of calculating pro forma net income per common unit.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of
CenterPoint Energy, Inc. and Subsidiaries
Houston, Texas

We have audited the accompanying combined balance sheets of Enable Midstream Partners, LP (previously named CenterPoint Energy Field Services, LLC) and related companies as of December 31, 2012 and 2011, and the related statements of combined income, comprehensive income, cash flows, and parent net equity for each of the three years in the period ended December 31, 2012. These combined financial statements include the accounts of Enable Midstream Partners, LP, Enable Gas Transmission Company, LLC (previously named CenterPoint Energy Gas Transmission Company, LLC), Enable – Mississippi Gas Transmission Company, LLC (previously named CenterPoint Energy – Mississippi River Transmission, LLC), CenterPoint Energy Southeastern Pipelines Holding, LLC and other CenterPoint Energy midstream subsidiaries (collectively the "CenterPoint Midstream Entities" or the "Company"). The CenterPoint Energy Midstream Entities are under common control and common management. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2012 and 2011, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2012, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the combined financial statements, the combined financial statements have been prepared from the historical accounting records maintained by CenterPoint Energy, Inc. and its subsidiaries and may not necessarily be indicative of the financial position, results of operations and cash flows that would have existed had the Company operated as a separate and unaffiliated company for each of the three years in the period ended December 31, 2012.

/s/ Deloitte & Touche LLP

Houston, Texas
April 30, 2013 (November 25, 2013 as to Note 14)

ENABLE MIDSTREAM PARTNERS, LP

COMBINED STATEMENTS OF INCOME

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Revenues	$ 952	$ 932	$ 871
Cost of Goods Sold, excluding depreciation	129	101	98
Operating Expenses:			
Operation and maintenance	267	263	233
Depreciation	106	91	77
Taxes other than income taxes	34	37	37
Total Operating Expenses	407	391	347
Operating Income	416	440	426
Other Income (Expense):			
Interest expense—affiliated companies	(85)	(90)	(83)
Equity in earnings of equity method affiliates	31	31	29
Interest income—affiliated companies	21	14	9
Step acquisition gain	136	—	—
Other, net	—	—	(2)
Total	103	(45)	(47)
Income Before Income Taxes	519	395	379
Income tax expense	203	163	155
Net Income attributable to Enable Midstream Partners, LP	$ 316	$ 232	$ 224

See Notes to Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

COMBINED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Net income	$ 316	$ 232	$ 224
Other comprehensive income, net of tax:			
Adjustment to pension and other postretirement plans (net of tax of $0, $0, and $0)	—	—	—
Other comprehensive income	—	—	—
Comprehensive income attributable to Enable Midstream Partners, LP	$ 316	$ 232	$ 224

See Notes to Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

COMBINED BALANCE SHEETS

	December 31, 2012	December 31, 2011
	(In millions)	
ASSETS		
Current Assets:		
Accounts receivable	$ 78	$ 63
Accounts receivable—affiliated companies	25	26
Notes receivable—affiliated companies	479	402
Inventory	57	59
Taxes receivable	45	44
Deferred income tax assets	31	32
Other current assets	24	20
Total current assets	739	646
Property, Plant and Equipment		
Property, plant and equipment	5,175	4,442
Less accumulated depreciation and amortization	470	372
Property, plant and equipment, net	4,705	4,070
Other Assets:		
Goodwill	629	605
Investment in equity method affiliates	405	472
Other	4	3
Total other assets	1,038	1,080
Total Assets	$ 6,482	$ 5,796
LIABILITIES AND PARENT NET EQUITY		
Current Liabilities:		
Accounts payable	$ 83	$ 74
Accounts payable—affiliated companies	28	31
Notes payable—affiliated companies	753	922
Taxes accrued	25	44
Gas Imbalances	7	7
Other	26	31
Total current liabilities	922	1,109
Other Liabilities:		
Accumulated deferred income taxes, net	1,272	1,082
Notes payable—affiliated companies	1,009	646
Benefit obligations	21	21
Regulatory liabilities	16	16
Other	21	18
Total other liabilities	2,339	1,783
Commitments and Contingencies (Note 10)		
Parent Net Equity		
Parent net investment	3,221	2,904
Accumulated other comprehensive loss	(6)	(6)
Parent Net Equity, before Noncontrolling interest	3,215	2,898
Noncontrolling interest	6	6
Total Parent Net Equity	3,221	2,904
Total Liabilities And Parent Net Equity	$ 6,482	$ 5,796

See Notes to Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

STATEMENTS OF COMBINED CASH FLOWS

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Cash Flows from Operating Activities:			
Net income	$ 316	$ 232	$ 224
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	106	91	77
Deferred income taxes	196	176	184
Equity in earnings of equity method affiliates, net of distributions	8	8	13
Step acquisition gain	(136)	—	—
Changes in other assets and liabilities:			
Accounts receivable and unbilled revenues, net	(9)	45	(54)
Accounts receivable, affiliates	1	28	(33)
Accounts payable, affiliates	(3)	(1)	17
Inventory	2	13	(20)
Taxes receivable	(1)	13	(38)
Accounts payable	(3)	7	(5)
Fuel cost recovery	—	4	(6)
Taxes accrued	(19)	21	6
Other current assets	(3)	10	(29)
Other current liabilities	(4)	(3)	1
Other assets	—	3	(1)
Other liabilities	—	19	(6)
Other, net	—	(4)	(22)
Net cash provided by operating activities	451	662	308
Cash Flows from Investing Activities:			
Capital expenditures, net of acquisitions	(202)	(346)	(723)
Acquisitions, net of cash	(360)	—	—
Increase in notes receivable from affiliates	(77)	(219)	(95)
Investment in equity method affiliates	(5)	(13)	(20)
Other, net	(1)	18	38
Net cash used in investing activities	(645)	(560)	(800)
Cash Flows from Financing Activities:			
Increase (decrease) in short-term notes payable with affiliates, net	(169)	(102)	492
Proceeds from long-term notes payable with affiliates	363	—	—
Net cash provided by (used in) financing activities	194	(102)	492
Net Decrease in Cash and Cash Equivalents	—	—	—
Cash and Cash Equivalents at Beginning of the Year	—	—	—
Cash and Cash Equivalents at End of the Year	$ —	$ —	$ —
Supplemental Disclosure of Cash Flow Information:			
Cash Payments:			
Interest, net of capitalized interest	$ 85	$ 90	$ 83
Income taxes (refunds), net	26	(67)	26
Non-cash transactions:			
Accounts payable related to capital expenditures	$ 37	$ 31	$ 78

See Notes to Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

STATEMENTS OF COMBINED PARENT NET EQUITY

	2012	2011	2010
		(In millions)	
Parent Net Investment			
Balance, beginning of year	$2,904	$2,672	$2,448
Net income	316	232	224
Net transfers from parent	1	—	—
Balance, end of year	3,221	2,904	2,672
Accumulated Other Comprehensive Loss			
Balance, beginning of year	(6)	(6)	(6)
Adjustment to pension and postretirement plans	—	—	—
Balance, end of year	(6)	(6)	(6)
Noncontrolling Interest			
Balance, beginning of year	6	6	6
Net income attributable to noncontrolling interests	—	—	—
Balance, end of year	6	6	6
Total Parent Net Equity	$3,221	$2,904	$2,672

See Notes to Combined Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

NOTES TO COMBINED FINANCIAL STATEMENTS

(1) Background and Basis of Presentation

Background

On March 14, 2013, CenterPoint Energy, Inc. (and together with its subsidiaries, CenterPoint Energy) entered into a Master Formation Agreement (MFA) with OGE Energy Corp. (OGE Energy) and affiliates of ArcLight Capital Partners, LLC (ArcLight), pursuant to which CenterPoint Energy, OGE Energy and ArcLight agreed to form Enable Midstream Partners, LP (Partnership) that will initially operate as a private limited partnership. The transaction is expected to close in the second quarter of 2013. Pursuant to the MFA, (i) CenterPoint Energy will convert its indirect wholly owned subsidiary, CenterPoint Energy Field Services, LLC, a Delaware limited liability company (CEFS), into a Delaware limited partnership that will become the Partnership, (ii) CenterPoint Energy will contribute to CEFS its equity interests in each of Enable Gas Transmission Company, LLC (EGT, previously named CenterPoint Energy Gas Transmission Company, LLC), Enable—Mississippi River Transmission, LLC (MRT, previously named CenterPoint Energy—Mississippi River Transmission, LLC), and certain of its other midstream subsidiaries (Other CNP Midstream Subsidiaries), (iii) CEFS will retain a 24.95% interest in Southeast Supply Header, LLC (SESH and, collectively with CEFS, EGT, MRT and the Other CNP Midstream Subsidiaries and each of their respective subsidiaries, the Partnership) and (iv) OGE Energy and ArcLight will contribute 100% of the equity interests in Enable Oklahoma Intrastate Transmission, LLC (Enogex, previously named Enogex LLC), to the Partnership. The Partnership will be equally controlled by CenterPoint Energy and OGE Energy through the Partnership's general partner Enable GP, LLC.

These combined financial statements of the Partnership consist of the entities comprising CenterPoint Energy's Pipelines and Field Services reportable business segments that CenterPoint Energy contributed to the Partnership. CenterPoint Energy owns other assets and entities that are not historically included in CenterPoint Energy's Pipelines and Field Services reportable segments and are not subject to the MFA and, therefore, are not included in these combined financial statements. The Partnership refers to CenterPoint Energy's Interstate Pipelines segment as the Transportation and Storage segment and CenterPoint Energy's Field Services segment as the Gathering and Processing segment.

Through its operating units, the Partnership is engaged in the business of gathering, processing, transporting and storing natural gas. The principal business entities included in the historical combined financial statements of the Partnership are: CEFS, EGT, MRT, and CenterPoint Energy Southeastern Pipelines Holding, LLC (SEPH), which owns a 50% investment in SESH. The following is a brief description of the operations of each business comprising the Partnership:

- CEFS owns and operates 3,700 miles of gathering pipelines and processing plants that collect natural gas from approximately 140 separate systems located in major producing fields in Arkansas, Louisiana, Oklahoma and Texas. Enable East Texas Gas Processing, LLC, a wholly owned subsidiary of CEFS, owns and operates Waskom Gas Processing Company, which owns a natural gas processing plant engaged in the processing and marketing of natural gas and natural gas liquids, predominantly in Texas and northwest Louisiana. Prior to the acquisition of an additional 50% interest in Waskom Gas Processing Company in July 2012 (see Note 6), the Partnership owned a 50% equity interest in Waskom Gas Processing Company and accounted for its investment using the equity method of accounting.
- EGT owns and operates an interstate natural gas transmission pipeline and storage system located in the states of Arkansas, Kansas, Louisiana, Oklahoma, Mississippi, Missouri, Tennessee and Texas.
- MRT owns and operates an interstate natural gas transmission and storage pipeline system located in the states of Arkansas, Illinois, Louisiana, Missouri and Texas.

- SEPH owns a 50% investment in SESH, which owns and operates a natural gas transmission pipeline. The pipeline extends from the Perryville Hub in northeastern Louisiana to Alabama. SESH interconnects with 14 major north-south pipelines and three high deliverability storage facilities. The Partnership accounts for this investment using the equity method.

Basis for Presentation

These combined financial statements and related notes of the Partnership have been prepared in accordance with accounting principles generally accepted in the United States on the basis of CenterPoint Energy's historical ownership percentages of the entities. These combined financial statements have been prepared from the historical accounting records maintained by CenterPoint Energy and may not necessarily be indicative of the condition that would have existed or the results of operations if the Partnership had been operated as a separate and unaffiliated entity. All of the Partnership's combined entities were under common control and management for the periods presented, and all intercompany transactions and balances are eliminated in combination. The Partnership uses the equity method of accounting for investments in entities in which the Partnership has an ownership interest between 20% and 50% and exercises significant influence.

The Partnership receives services and support functions from CenterPoint Energy. The Partnership's operations are dependent on CenterPoint Energy's ability to perform these services and support functions which include accounting, finance, investor relations, planning, legal, communications, governmental and regulatory affairs, and human resources, as well as information technology services and other shared services such as corporate security, facilities management, office support services, and purchasing and logistics. The cost of these services has been charged directly to the Partnership using methods that management believes are reasonable. These methods include negotiated usage rates, dedicated asset assignment and proportionate corporate formulas based on operating expenses, assets, gross margin, employees and a composite of assets, gross margin and employees. These charges are not necessarily indicative of what would have been incurred had the Partnership not been an affiliate. For additional disclosures of transactions between the Partnership and related parties, see Note 8.

CenterPoint Energy has provided the necessary capital to finance the Partnership's operations. Net parent investment on the combined balance sheet represents the amount of capital investments made by CenterPoint Energy in the Partnership and the Partnership's accumulated net earnings after taxes.

The combined financial statements and the related financial statement disclosures reflect all normal recurring adjustments that are, in the opinion of management, necessary to present fairly the financial position and results of operations for the respective periods.

For a description of the Partnership's reportable business segments, see Note 12.

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(b) Revenues

The Partnership's Transportation and Storage and Gathering and Processing business segments record revenues as transportation, storage, gathering and processing services are provided.

(c) Long-Lived Assets

The Partnership records property, plant and equipment at historical cost. The Partnership expenses repair and maintenance costs as incurred.

The Partnership periodically evaluates long-lived assets, including property, plant and equipment, when events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. The determination of whether an impairment has occurred is based on an estimate of undiscounted cash flows attributable to the assets, as compared to the carrying value of the assets.

(d) Goodwill

The Partnership performs its goodwill impairment tests at least annually and evaluates goodwill when events or changes in circumstances indicate that its carrying value may not be recoverable. The impairment evaluation for goodwill is performed by using a two-step process. In the first step, the fair value of each reporting unit is compared with the carrying amount of the reporting unit, including goodwill. The estimated fair value of the reporting unit is generally determined on the basis of discounted cash flows. If the estimated fair value of the reporting unit is less than the carrying amount of the reporting unit, then a second step must be completed in order to determine the amount of the goodwill impairment that should be recorded. In the second step, the implied fair value of the reporting unit's goodwill is determined by allocating the reporting unit's fair value to all of its assets and liabilities other than goodwill (including any unrecognized intangible assets) in a manner similar to a purchase price allocation. The resulting implied fair value of the goodwill that results from the application of this second step is then compared to the carrying amount of the goodwill and an impairment charge is recorded for the difference.

(e) Regulatory Assets and Liabilities

The Partnership applies the guidance for accounting for regulated operations to portions of the Transportation and Storage business segment. The Partnership's rate-regulated businesses recognize removal costs as a component of depreciation expense in accordance with regulatory treatment. As of December 31, 2012 and 2011, these removal costs of $16 million and $16 million, respectively, are classified as regulatory liabilities in the Combined Balance Sheets.

(f) Depreciation Expense

Depreciation is computed using the straight-line method based on economic lives or a regulatory-mandated recovery period.

(g) Capitalization of Interest and Allowance for Funds Used During Construction

Allowance for funds used during construction (AFUDC) represents the approximate net composite interest cost of borrowed funds and a reasonable return on the equity funds used for construction. Although AFUDC increases both utility plant and earnings, it is realized in cash when the assets are included in rates for combined entities that apply guidance for accounting for regulated operations. Interest and AFUDC are capitalized as a component of projects under construction and will be amortized over the assets' estimated useful lives. During 2012, 2011 and 2010, the Partnership capitalized interest and AFUDC of $2 million, $-0- and $7 million, respectively.

(h) Income Taxes

The Partnership is included in the consolidated income tax returns of CenterPoint Energy. The Partnership calculates its income tax provision on a separate return basis under a tax sharing agreement with CenterPoint

Energy. The Partnership uses the asset and liability method of accounting for deferred income taxes in accordance with accounting guidance for income taxes. Deferred income tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. A valuation allowance is established against deferred tax assets for which management believes realization is not considered more likely than not. Current federal and certain state income taxes are payable to or receivable from CenterPoint Energy. The Partnership recognizes interest and penalties as a component of income tax expense. For more information, see Note 9 to the combined financial statements.

(i) Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and do not bear interest. It is the policy of management to review the outstanding accounts receivable monthly, as well as the bad debt write-offs experienced in the past, and based on this review, has determined that no allowance for doubtful accounts was required for both December 31, 2012 and 2011.

(j) Inventory

Inventory consists principally of materials and supplies, which are valued at the lower of average cost or market. Materials and supplies are recorded to inventory when purchased and subsequently charged to expense or capitalized to plant when installed.

(k) Derivative Instruments

The Partnership is exposed to various market risks. These risks arise from transactions entered into in the normal course of business. At times, the Partnership utilizes derivative instruments such as physical forward contracts to mitigate the impact of changes in commodity prices on its operating results and cash flows. Such derivatives are recognized in the Partnership's Combined Balance Sheets at their fair value unless the Partnership elects the normal purchase and sales exemption for qualified physical transactions. A derivative may be designated as a normal purchase or normal sale if the intent is to physically receive or deliver the product for use or sale in the normal course of business. All outstanding derivative instruments are designated as normal purchase or normal sale during the periods presented.

The Partnership's policies prohibit the use of leveraged financial instruments. A leveraged financial instrument, for this purpose, is a transaction involving a derivative whose financial impact will be based on an amount other than the notional amount or volume of the instrument.

(l) Fair Value Measurements

The Partnership determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As required, the Partnership utilizes valuation techniques that maximize the use of observable inputs (levels 1 and 2) and minimize the use of unobservable inputs (level 3) within the fair value hierarchy included in current accounting guidance. The Partnership generally applies the market approach to determine fair value. This method uses pricing and other information generated by market transactions for identical or comparable assets and liabilities. Assets and liabilities are classified within the fair value hierarchy based on the lowest level (least observable) input that is significant to the measurement in its entirety.

(m) Environmental Costs

The Partnership expenses or capitalizes environmental expenditures, as appropriate, depending on their future economic benefit. The Partnership expenses amounts that relate to an existing condition caused by past

operations that do not have future economic benefit. The Partnership records undiscounted liabilities related to these future costs when environmental assessments and/or remediation activities are probable and the costs can be reasonably estimated. There are no material amounts accrued at December 31, 2012 or 2011.

(n) Cash and Cash Equivalents

The Partnership considers cash equivalents to be short-term, highly liquid investments with maturities of three months or less from the date of purchase. There were no cash equivalents at December 31, 2012 and 2011, respectively.

(o) New Accounting Pronouncements

Management believes that recently issued standards, which are not yet effective, will not have a material impact on the Partnership's combined financial position, results of operations or cash flows upon adoption.

(3) Property, Plant and Equipment

Property, plant and equipment includes the following:

	Weighted Average Useful Lives (Years)	December 31,	
		2012	2011
		(In millions)	
Transportation and Storage	56	$ 2,816	$ 2,687
Gathering and Processing	42	2,359	1,755
Total		5,175	4,442
Accumulated depreciation:			
Transportation and Storage		352	299
Gathering and Processing		118	73
Total accumulated depreciation		470	372
Property, plant and equipment, net		$ 4,705	$ 4,070

(4) Goodwill

The Partnership determined that its reporting units consist of its reportable segments. Goodwill by reportable business segment is as follows (in millions):

	Transportation and Storage	Gathering and Processing	Total
December 31, 2011	$ 579	$ 26	$605
Acquisition of Waskom	—	24	24
December 31, 2012	$ 579	$ 50	$629

The Partnership performed its annual impairment test in the third quarter of 2012, 2011 and 2010 and determined that no impairment charge for goodwill was required for the periods presented.

(5) Employee Benefit Plans

Pension Plans

Substantially all of the Partnership's employees participate in CenterPoint Energy's qualified non-contributory pension plan. Under the cash balance formula, participants accumulate a retirement benefit based upon 5% of eligible earnings.

CenterPoint Energy's funding policy is to review amounts annually in accordance with applicable regulations in order to achieve adequate funding of projected benefit obligations. Pension expense is allocated to the Partnership based on covered employees. This calculation is intended to allocate pension costs in the same manner as a separate employer plan. Assets of the plan are not segregated or restricted by CenterPoint Energy's participating subsidiaries. The Partnership recognized pension expense of $8 million for each of the years ended December 31, 2012, 2011 and 2010, respectively.

In addition to the plan, the Partnership participates in CenterPoint Energy's non-qualified benefit restoration plan, which allows participants to retain the benefits to which they would have been entitled under the qualified pension plan except for federally mandated limits on these benefits or on the level of salary on which these benefits may be calculated. The Partnership recognized pension expense of less than $1 million for each of the years ended December 31, 2012, 2011 and 2010, respectively.

Related to CenterPoint Energy's qualified and non-qualified pension plans described above, as of December 31, 2012 and 2011, CenterPoint Energy has a benefit obligation of $2.32 billion and $2.09 billion, respectively, fair value of plan assets of $1.7 billion and $1.5 billion, respectively, and net unfunded benefit liabilities of $618 million and $579 million, respectively. These plans are considered single employer plans, and as such, the assets are not allocated to the Partnership. The portion of CenterPoint Energy's benefit obligation related to employees who perform services for the Partnership was $214 million and $189 million as of December 31, 2012 and 2011, respectively.

Savings Plan

The Partnership participates in CenterPoint Energy's qualified savings plan, which includes a cash or deferred arrangement under Section 401(k) of the Internal Revenue Code of 1986, as amended. Under the plan, participating employees may contribute a portion of their compensation, on a pre-tax or after-tax basis, generally up to a maximum of 50% of compensation. The Partnership matches 100% of the first 6% of each employee's compensation contributed. The matching contributions are fully vested at all times. CenterPoint Energy allocates to the Partnership the savings plan benefit expense related to the Partnership's employees. Savings plan benefit expense was $5 million, $5 million and $4 million for the years ended December 31, 2012, 2011 and 2010, respectively.

Postretirement Benefits

The Partnership's employees participate in CenterPoint Energy's plans which provide certain healthcare and life insurance benefits for retired employees on a contributory and non-contributory basis. Employees become eligible for these benefits if they have met certain age and service requirements at retirement, as defined in the plans. Under plan amendments effective in early 1999, healthcare benefits for future retirees were changed to limit employer contributions for medical coverage. Such benefit costs are accrued over the active service period of employees. The Partnership is required to fund a portion of its obligations in accordance with rate orders. All other obligations are funded on a pay-as-you-go basis.

The net postretirement benefit cost includes the following components:

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Interest cost on accumulated benefit obligation	$ 1	$ 1	$ 1
Amortization of net loss	1	1	—
Net postretirement benefit cost	$ 2	$ 2	$ 1

The Partnership used the following assumptions to determine net postretirement benefit costs:

	Year Ended December 31,		
	2012	2011	2010
Discount rate	4.80%	5.20%	5.70%
Expected return on plan assets	4.00%	6.00%	6.00%

In determining net periodic benefits cost, the Partnership uses fair value, as of the beginning of the year, as its basis for determining expected return on plan assets.

Following are reconciliations of the Partnership's beginning and ending balances of its postretirement benefit plan's benefit obligation, plan assets and funded status for 2012 and 2011. The measurement dates for plan assets and obligations were December 31, 2012 and 2011.

	December 31,	
	2012	2011
	(In millions, except actuarial assumptions)	
Change in Benefit Obligation		
Accumulated benefit obligation, beginning of year	$ 23	$ 22
Interest cost	1	1
Benefits paid	(2)	(2)
Actuarial loss	3	2
Accumulated benefit obligation, end of year	$ 25	$ 23
Change in Plan Assets		
Plan assets, beginning of year	$ 6	$ 6
Benefits paid	(2)	(2)
Employer contributions	3	2
Plan assets, end of year	$ 7	$ 6
Amounts Recognized in Balance Sheets		
Current liabilities-other	$ (1)	$ (1)
Other liabilities-benefit obligations	(17)	(16)
Net liability, end of year	$ (18)	$ (17)
Actuarial Assumptions		
Discount rate	3.90%	4.80%
Expected long-term return on assets	4.00%	4.00%
Healthcare cost trend rate assumed for the next year	9.00%	8.00%
Prescription cost trend rate assumed for the next year	9.00%	8.00%
Rate to which the cost trend rate is assumed to decline (ultimate trend rate)	5.50%	5.50%
Year that the healthcare rate reaches the ultimate trend rate	2017	2017
Year that the prescription drug rate reaches the ultimate trend rate	2017	2017

The discount rate assumption was determined by matching the accrued cash flows of CenterPoint Energy's plans against a hypothetical yield curve of high-quality corporate bonds represented by a series of annualized individual discount rates from one-half to 99 years.

The expected rate of return assumption was developed by a weighted-average return analysis of the targeted asset allocation of CenterPoint Energy's plans and the expected real return for each asset class, based on the long-term capital market assumptions, adjusted for investment fees and diversification effects, in addition to expected inflation. For measurement purposes, healthcare and prescription costs are assumed to increase to 9.00% during 2013, after which this rate decreases until reaching the ultimate trend rate of 5.50% in 2017.

Amounts recognized in accumulated other comprehensive loss consist of the following:

	December 31,	
	2012	2011
	(In millions)	
Unrecognized actuarial loss	$ 14	$ 12
Unrecognized prior service cost	—	1
	14	13
Less deferred tax benefit[1]	(8)	(7)
Net amount recognized in accumulated other comprehensive loss	$ 6	$ 6

(1) The Partnership's postretirement benefit obligation is reduced by the impact of previously non-taxable government subsidies under the Medicare Prescription Drug Act. Because the subsidies were non-taxable, the temporary difference used in measuring the deferred tax impact was determined on the unrecognized losses excluding such subsidies.

The total expense recognized in net periodic costs and other comprehensive income for postretirement benefits were:

	Year Ended December 31,		
	2012	2011	2010
		(In millions)	
Net postretirement benefit cost	$ 2	$ 2	$ 1
Changes in other comprehensive income:			
Net actuarial loss	2	—	(1)
Total changes in other comprehensive income	2	—	(1)
Total net periodic costs and other comprehensive income	$ 4	$ 2	$ —

The amounts in accumulated other comprehensive income expected to be recognized as components of net periodic benefit cost during 2013 are as follows:

	Postretirement Benefits
	(In millions)
Unrecognized actuarial loss	$ 1
Amounts in other comprehensive income to be recognized as net periodic cost in 2013	$ 1

Assumed healthcare cost trend rates have a significant effect on the reported amounts for the Partnership's postretirement benefit plans. A 1% change in the assumed healthcare cost trend rate would have the following effects:

	1% Increase	1% Decrease
	(In millions)	
Effect on the postretirement benefit obligation	$ 1	$ (1)
Effect on the total of service and interest cost	—	—

In managing the investments associated with the postretirement benefit plan, the Partnership's objective is to preserve and enhance the value of plan assets while maintaining an acceptable level of volatility. These objectives are expected to be achieved through an investment strategy, which manages liquidity requirements while maintaining a long-term horizon in making investment decisions, and efficient and effective management of plan assets.

As part of the investment strategy discussed above, the Partnership has adopted and maintains the following asset allocation ranges for its postretirement benefit plan:

Domestic equity	15-25%
Fixed income	75-85%
Cash	0-2%

The fair values of the Partnership's postretirement plan assets at December 31, 2012 and 2011, by asset category are as follows:

	Fair Value Measurements at December 31, 2012			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(In millions)			
Mutual funds[1]	$ 7	$ 7	$ —	$ —
Total	$ 7	$ 7	$ —	$ —

(1) 77% of the amount invested in mutual funds is in fixed income securities and 23% is in domestic equities.

	Fair Value Measurements at December 31, 2011			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(In millions)			
Mutual funds[1]	$ 6	$ 6	$ —	$ —
Total	$ 6	$ 6	$ —	$ —

(1) 78% of the amount invested in mutual funds is in fixed income securities and 22% is in domestic equities.

The Partnership expects to contribute $2 million to its postretirement benefits plan in 2013.

The following benefit payments and Medicare subsidy receipts are expected from the postretirement benefit plan:

	Postretirement Benefit Plan	
	Benefit Payments	Medicare Subsidy Receipts
	(In millions)	
2013	$ 2	$ —
2014	2	—
2015	2	—
2016	2	—
2017	2	—
2018-2022	12	(3)

Postemployment Benefits

The Partnership participates in CenterPoint Energy's plan which provides postemployment benefits for former or inactive employees, their beneficiaries and covered dependents, after employment but before retirement (primarily healthcare and life insurance benefits for participants in the long-term disability plan). The Partnership recorded postemployment expense of less than $1 million, expense of less than $1 million and income of less than $1 million for the years ended December 31, 2012, 2011 and 2010, respectively. Included in "Benefit Obligations" in the accompanying Combined Balance Sheets at December 31, 2012 and 2011, was $1 million and $2 million, respectively, related to postemployment benefits.

Other Non-Qualified Plans

The Partnership participates in CenterPoint Energy's deferred compensation plans that provide benefits payable to directors, officers and certain key employees or their designated beneficiaries at specified future dates, upon termination, retirement or death. Benefit payments are made from the general assets of the Partnership. During 2012, 2011 and 2010, the benefits expenses relating to these programs were less than $1 million in each year. Included in "Benefit Obligations" in the accompanying Combined Balance Sheets at December 31, 2012 and 2011, was $1 million and $2 million, respectively, relating to deferred compensation plans.

(6) Investments in Equity Method Affiliates

The Partnership's investments in equity method affiliates include a 50% ownership interest in Southeast Supply Header, LLC (SESH) which owns and operates a 270-mile interstate natural gas pipeline.

Prior to July 2012, the Partnership owned a 50% interest in Waskom Gas Processing Company (Waskom), a Texas general partnership, which owns and operates a natural gas processing plant and accounted for its investment in Waskom using the equity method of accounting. During 2010, the Partnership made an additional investment of $20 million in Waskom.

On July 31, 2012, the Partnership purchased the 50% interest that it did not already own in Waskom, as well as other gathering and related assets from a third-party for approximately $273 million in cash. The amount of the purchase price allocated to the acquisition of the 50% interest in Waskom was approximately $201 million, with the remaining purchase price allocated to the other gathering assets. The $273 million purchase price was allocated to the fair value of assets received as follows: $253 million to property, plant and equipment; $16 million to goodwill; and the remaining balance to other assets and liabilities. The original 50% interest held by the Partnership in Waskom had a fair value of approximately $201 million prior to its acquisition of the additional 50% interest in Waskom, based on a discounted cash flow methodology (a level 3 valuation technique

for which the key inputs are the discount rate and operating cash flow projections). The purchase of the additional 50% interest in Waskom was determined to be a business combination achieved in stages, and as such the Partnership recorded a pre-tax gain of approximately $136 million and goodwill of $8 million on July 31, 2012, which is the result of the Partnership remeasuring its original 50% interest in Waskom to fair value. As a result of the purchase, the Partnership consolidated its wholly owned investment in Waskom beginning on July 31, 2012, which included goodwill totaling $24 million, consisting of $17 million related to Waskom (including the re-measurement of its existing 50% interest) and $7 million related to the other gathering and related assets.

Investment in Equity Method Affiliates:

	December 31,	
	2012	2011
	(In millions)	
Waskom	$ —	$ 63
SESH	404	409
Other	1	—
Total	$ 405	$ 472

Equity in Earnings of Equity Method Affiliates:

	Year Ended December 31,		
	2012[1]	2011	2010
		(In millions)	
Waskom	$ 5	$ 10	$ 10
SESH	26	21	19
Total	$ 31	$ 31	$ 29

(1) On July 31, 2012, Waskom became a wholly owned subsidiary of the Partnership. Beginning on August 1, 2012, Waskom's operating results are combined in the Statement of Combined Income.

Summarized financial information of Waskom is presented below:

	December 31, 2011
	(In millions)
Balance Sheets:	
Current assets	$ 16
Property, plant and equipment, net	124
Other non-current assets	—
Total assets	$ 140
Current liabilities	$ 15
Non-current liabilities	1
Partner's equity	124
Total liabilities and member's equity	$ 140
Reconciliation:	
Investment in Waskom	$ 63
Less: Purchase price adjustment	(1)
The Partnership's share of member's equity	$ 62

	Year Ended December 31,		
	2012[1]	2011	2010
	(In millions)		
Income Statements:			
Revenues	$ 77	$ 129	$ 121
Operating income	11	20	20
Net income	11	19	20
Reconciliation:			
Equity in earnings of Waskom	$ 5	$ 10	$ 10
The Partnership's share of member's equity	$ 5	$ 10	$ 10

(1) Reflects Waskom's income statement through July 31, 2012, the date Waskom became a wholly owned subsidiary of the Partnership. Beginning on August 1, 2012, Waskom's operating results are combined in the Statement of Combined Income.

Summarized financial information of SESH is presented below:

	December 31,	
	2012	2011
	(In millions)	
Balance Sheets:		
Current assets	$ 51	$ 39
Property, plant and equipment, net	1,147	1,161
Other non-current assets	1	2
Total assets	$1,199	$1,202
Current liabilities	$ 19	$ 13
Non-current liabilities	377	375
Member's equity	803	814
Total liabilities and member's equity	$1,199	$1,202
Reconciliation:		
Investment in SESH	$ 404	$ 409
Less: Capitalized interest on investment in SESH	(2)	(2)
The Partnership's share of member's equity	$ 402	$ 407

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Income Statements:			
Revenues	$110	$100	$96
Operating income	71	61	58
Net income	52	42	39
Reconciliation:			
Equity in earnings of SESH	$ 26	$ 21	$19
The Partnership's share of member's equity	$ 26	$ 21	$19

(7) Short-term and Long-term Notes Payable to Affiliates

The Partnership has outstanding short-term and long-term notes payable to affiliates of CenterPoint Energy as presented below:

	December 31, 2012		December 31, 2011	
	Long-Term	Current	Long-Term	Current
	(In millions)			
Short-term notes payable—affiliated companies:				
Notes payable—affiliated companies[1]	$ —	$ 753	$ —	$ 922
Long-term notes payable—affiliated companies:				
Notes payable—affiliated companies[2]	$ 363	$ —	$ —	$ —
Notes payable—affiliated companies[3]	646	—	646	—
Total long-term notes payable—affiliated	$ 1,009	$ —	$ 646	$ —

(1) These notes are payable on demand to CenterPoint Energy and may be prepaid in full at any time without premium or penalty. Substantially all of these notes represent the Partnership's money pool borrowings. At December 31, 2012 and December 31, 2011, the Partnership's money pool borrowings had interest rates of 4.869% and 4.666%, respectively. See Note 8 for further discussion.

(2) These notes are payable to CenterPoint Energy and mature in 2017. Notes having an aggregate principal amount of approximately $273 million bear a fixed interest rate of 2.10% and notes having an aggregate principal amount of approximately $90 million bear a fixed interest rate of 2.45%.

(3) These notes are payable to CenterPoint Energy, bear a fixed interest rate of 6.30% and mature in 2036.

(8) Related Party Transactions

The related party transactions with CenterPoint Energy and its affiliates are described below. See Note 7 for a description of the short-term and long-term notes payable to affiliates and the related affiliated interest expense.

Affiliated revenues and affiliated natural gas sales are comprised of gas transportation and processing revenues and sales of natural gas to CenterPoint Energy, respectively.

As discussed in Note 1, CenterPoint Energy provides corporate services such as management, administration, accounting, legal and other services to the Partnership. Amounts charged to the Partnership by CenterPoint Energy for corporate services were $39 million, $37 million and $33 million for 2012, 2011 and 2010, respectively, and are included primarily in operation and maintenance in the Combined Income Statements. The cost of these services has been charged directly to the Partnership using methods that management believes are reasonable. Refer to Note 1 for a description of the allocation methods.

The Partnership participates in a "money pool" through which it can borrow or invest with CenterPoint Energy on a short-term basis. Funding needs are aggregated and external borrowing or investing is based on the net cash position. The Partnership's money pool borrowings and investments are reflected in notes payable—affiliated companies and notes receivable—affiliated companies, respectively, in the Combined Balance Sheets. The notes receivable—affiliated companies include $434 million and $362 million investments in the money pool as of December 31, 2012 and December 31, 2011, respectively. As of December 31, 2012 and December 31, 2011, money pool investments had an interest rate of 4.869% and 4.666%, respectively.

Notes receivable—affiliated companies also includes other notes receivable of $45 million and $40 million as of December 31, 2012 and December 31, 2011. Such notes had an interest rate of 3.25% at December 31, 2012 and December 31, 2011.

(9) Income Taxes

The components of the Partnership's income tax expense were as follows:

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Current income tax expense (benefit):			
Federal	$ 6	$ (20)	$ (37)
State	1	7	8
Total current expense (benefit)	7	(13)	(29)
Deferred income tax expense (benefit):			
Federal	164	146	164
State	32	30	20
Total deferred expense	196	176	184
Total income tax expense	$ 203	$ 163	$ 155

A reconciliation of the expected federal income tax expense using the federal statutory income tax rate to the actual income tax expense and resulting effective income tax rate is as follows:

	Year Ended December 31,		
	2012	2011	2010
	(In millions)		
Income before income taxes	$ 519	$ 395	$ 379
Federal statutory rate	35%	35%	35%
Expected federal income tax expense	182	138	133
Increase in tax expense resulting from:			
State income taxes, net of federal income tax	21	24	18
Tax law change in deductibility of retiree health care costs	—	—	4
Other, net	—	1	—
Total	21	25	22
Total income tax expense	$ 203	$ 163	$ 155
Effective tax rate	39.1%	41.2%	40.9%

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities were as follows:

	December 31,	
	2012	2011
	(In millions)	
Deferred tax assets:		
Current:		
Deferred gas costs	$ 29	$ 30
Other	2	2
Total current deferred tax assets	31	32
Non-current:		
Employee benefits	11	10
Net operating loss carryforwards	8	59
Other	7	9
Total non-current deferred tax assets	26	78
Total deferred tax assets	57	110
Deferred tax liabilities:		
Non-current:		
Depreciation	1,219	1,084
Other	79	76
Total non-current deferred tax liabilities	1,298	1,160
Accumulated deferred income taxes, net	$1,241	$1,050

The Partnership is included in the consolidated income tax returns of CenterPoint Energy. The Partnership calculates its income tax provision on a separate return basis under a tax sharing agreement with CenterPoint Energy.

Tax Attribute Carryforwards and Valuation Allowance. At December 31, 2012, the Partnership has approximately $5 million of federal net operating loss carryforwards which begin to expire in 2031 and $120 million of state net operating loss carryforwards which expire in various years between 2013 and 2032. The Partnership expects to realize the benefit of its deferred tax assets before they expire so there is no valuation allowance at December 31, 2012.

Uncertain Income Tax Positions. The following table reconciles the beginning and ending balance of the Partnership's unrecognized tax benefits:

	December 31,		
	2012	2011	2010
	(In millions)		
Balance, beginning of year	$ 3	$ 5	$ 5
Tax Positions related to prior years:			
Reductions	(3)	(2)	—
Balance, end of year	$—	$ 3	$ 5

The Partnership's unrecognized tax benefits on uncertain tax positions would not affect the effective income tax rate if they were recognized. The Partnership recognizes interest and penalties as a component of income tax expense. There was no unrecognized tax benefit as of December 31, 2012. The Partnership recognized approximately $1 million of income tax benefit in 2012 and less than $1 million of income tax expense related to

the Partnership's interest on uncertain income tax positions during 2011 and 2010, respectively. The Partnership accrued zero interest on uncertain income tax positions related to the Partnership at December 31, 2012 and approximately $1 million at December 31, 2011.

Tax Audits and Settlements. CenterPoint Energy's consolidated federal income tax returns have been audited by the IRS and settled through the 2009 tax year. CenterPoint Energy has filed claims for income tax refunds that are pending review by the IRS for tax years 2002, 2003 and 2004. CenterPoint Energy is currently under examination by the IRS for tax years 2010 and 2011. The Partnership has considered the effects of these examinations in its accrual for settled issues and liability for uncertain income tax positions as of December 31, 2012.

(10) Commitments and Contingencies

(a) Lease Commitments

The following table sets forth information concerning the Partnership's obligations under non-cancelable long-term operating leases at December 31, 2012, which primarily consist of rental agreements for building space, data processing equipment, compression equipment and rights of way (in millions):

2013	$ 3
2014	2
2015	2
2016	1
2017	1
2018 and beyond	4
Total	$13

Total rental expense for all operating leases was $12 million, $26 million and $61 million in 2012, 2011 and 2011, respectively.

(b) Long-Term Gas Gathering and Treating Agreements.

The Partnership has entered into long-term agreements with an affiliate of Encana Corporation (Encana) and an affiliate of Royal Dutch Shell plc (Shell) to provide gathering and treating services for their natural gas production from certain Haynesville Shale and Bossier Shale formations in Texas and Louisiana.

Under the long-term agreements, Encana or Shell may elect to require the Partnership to expand the capacity of its gathering systems by up to an additional 1.3 Bcf per day. The Partnership estimates that the cost to expand the capacity of its gathering systems by an additional 1.3 Bcf per day would be as much as $440 million. Encana and Shell would provide incremental volume commitments in connection with an election to expand system capacity.

(c) Legal, Environmental and Other Matters

Legal Matters

Natural Gas Measurement Lawsuits. Certain of the Partnership's combined entities are defendants in two mismeasurement lawsuits brought against approximately 245 pipeline companies and their affiliates pending in state court in Stevens County, Kansas. In one case (originally filed in May 1999 and amended four times), the plaintiffs purport to represent a class of royalty owners who allege that the defendants have engaged in systematic mismeasurement of the volume of natural gas for more than 25 years. The plaintiffs amended their

petition in this suit in July 2003 in response to an order from the judge denying certification of the plaintiffs' alleged class. In the amendment, the plaintiffs dismissed their claims against certain defendants (including two combined entities of the Partnership), limited the scope of the class of plaintiffs they purport to represent and eliminated previously asserted claims based on mismeasurement of the Btu content of the gas. The same plaintiffs then filed a second lawsuit, again as representatives of a putative class of royalty owners in which they assert their claims that the defendants have engaged in systematic mismeasurement of the Btu content of natural gas for more than 25 years. In both lawsuits, the plaintiffs seek compensatory damages, along with statutory penalties, treble damages, interest, costs and fees. In September 2009, the district court in Stevens County, Kansas, denied plaintiffs' request for class certification of their case and, in March 2010, denied the plaintiffs' request for reconsideration of that order. The district court subsequently signed an order dismissing without prejudice certain defendants from both lawsuits, including the remaining CenterPoint Energy defendants.

Other Proceedings

The Partnership is involved in other legal, environmental, tax and regulatory proceedings before various courts, regulatory commissions and governmental agencies regarding matters arising in the ordinary course of business. Some of these proceedings involve substantial amounts. The Partnership regularly analyzes current information and, as necessary, provides accruals for probable liabilities on the eventual disposition of these matters. The Partnership does not expect the disposition of these matters to have a material adverse effect on its financial condition, results of operations or cash flows**.**

(11) Fair Value Measurements

Certain assets and liabilities are recorded at fair value in the Combined Balance Sheets and are categorized based upon the level of judgment associated with the inputs used to measure their value. Hierarchical levels, as defined below and directly related to the amount of subjectivity associated with the inputs to fair valuations of these assets and liabilities are as follows:

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2: Inputs, other than quoted prices included in Level 1, are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar instruments in active markets, and inputs other than quoted prices that are observable for the asset or liability. Fair value assets and liabilities that are generally included in this category are derivatives with fair values based on inputs from actively quoted markets.

Level 3: Inputs are unobservable for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. Unobservable inputs reflect the Partnership's judgments about the assumptions market participants would use in pricing the asset or liability since limited market data exists. The Partnership develops these inputs based on the best information available, including the Partnership's own data. A market approach is utilized to value the Partnership's Level 3 assets or liabilities.

Estimated Fair Value of Financial Instruments

The fair values of all accounts receivable, notes receivable, accounts payable and current notes payable, are estimated to be approximately equivalent to carrying amounts and have been excluded from the table below. The fair value of each debt instrument is determined by evaluating the Partnership's borrowing rates for debt instruments with comparable maturities (level 3 inputs).

	December 31, 2012		December 31, 2011	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In millions)			
Long term notes payable—affiliated	$ 1,009	$1,232	$ 646	$ 817

Non-Financial Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Certain assets and liabilities are measured at fair value on a nonrecurring basis; that is, the assets and liabilities are not measured at fair value on an ongoing basis, but are subject to fair value adjustments in certain circumstances (e.g., when there is evidence of impairment). At December 31, 2012 and 2011, no material fair value adjustments or fair value measurements were required for these non-financial assets or liabilities.

(12) Reportable Business Segments

The Partnership's determination of reportable business segments considers the strategic operating units under which CenterPoint Energy manages sales, allocates resources and assesses performance of various products and services to wholesale or retail customers in differing regulatory environments. The accounting policies of the business segments are the same as those described in the summary of significant accounting policies except that some executive benefit costs have not been allocated to business segments. The Partnership uses operating income as the measure of profit or loss for its business segments.

The Partnership's reportable business segments include Transportation and Storage and Gathering and Processing. The Transportation and Storage business segment includes the interstate natural gas pipeline operations. The Gathering and Processing business segment includes the non-rate regulated natural gas gathering, processing and treating operations.

Long-lived assets include net property, plant and equipment, net goodwill and other intangibles and investments in equity method affiliates. Intersegment sales are eliminated in combination.

Financial data for business segments and products and services are as follows:

Year Ended December 31, 2012	Transportation and Storage[1]	Gathering and Processing[2]	Eliminations	Total
		(In millions)		
Revenues[3][4]	$ 502	$ 502	$ (52)	$ 952
Cost of goods sold (excluding depreciation and amortization)	55	124	(50)	129
Operation and maintenance	155	114	(2)	267
Depreciation and amortization	56	50	—	106
Taxes other than income	29	5	—	34
Operating income	$ 207	$ 209	$ —	$ 416
Total assets	$ 4,052	$ 2,439	$ (9)	$6,482
Capital expenditures	$ 132	$ 51	$ —	$ 183

Year Ended December 31, 2011	Transportation and Storage[1]	Gathering and Processing[2]	Eliminations	Total
		(In millions)		
Revenues[3][4]	$ 553	$ 415	$ (36)	$ 932
Cost of goods sold (excluding depreciation and amortization)	65	70	(34)	101
Operation and maintenance	154	111	(2)	263
Depreciation and amortization	54	37	—	91
Taxes other than income	32	5	—	37
Operating income	$ 248	$ 192	$ —	$ 440
Total assets	$ 3,869	$ 1,933	$ (6)	$ 5,796
Capital expenditures	$ 99	$ 201	$ —	$ 300

Year Ended December 31, 2010	Transportation and Storage[1]	Gathering and Processing[2]	Eliminations	Total
		(In millions)		
Revenues[3][4]	$ 601	$ 340	$ (70)	$ 871
Cost of goods sold (excluding depreciation and amortization)	91	75	(68)	98
Operation and maintenance	155	80	(2)	233
Depreciation and amortization	52	25	—	77
Taxes other than income	33	4	—	37
Operating income	$ 270	$ 156	$ —	$ 426
Total assets	$ 3,674	$ 1,802	$ (13)	$ 5,463
Capital expenditures	$ 102	$ 668	$ —	$ 770

(1) Transportation and Storage recorded equity income of $26 million, $21 million and $19 million in the years ended December 31, 2012, 2011 and 2010, respectively, from its 50% interest in SESH, a jointly-owned pipeline. These amounts are included in Equity in earnings of equity method affiliates under the Other Income (Expense) caption. Transportation and Storage's investment in SESH was $404 million, $409 million and $413 million as of December 31, 2012, 2011 and 2010, respectively, and is included in Investments in equity method affiliates.

(2) Gathering and Processing recorded equity income of $5 million, $10 million and $10 million for the years ended December 31, 2012, 2011 and 2010, respectively, from its 50% interest in a jointly-owned gas processing plant. These amounts are included in Equity in earnings of equity method affiliates under the Other Income (Expense) caption. Gathering and Processing's investment in the jointly-owned gas processing plant was $0 million and $63 million as of December 31, 2012 and 2011, respectively, and is included in Investments in equity method affiliates.

(3) Revenues are comprised of gas transportation, storage, gathering and processing revenues.

(4) The Partnership revenues from affiliates of CenterPoint Energy accounted for 14%, 15% and 13% of revenues in 2012, 2011 and 2010, respectively. The Partnership had no external customers accounting for 10% or more of revenues in periods shown. For further discussion of related party transactions, see Note 8.

(13) Subsequent Events

The Partnership determined there were no events which occurred subsequent to December 31, 2012, which should be disclosed or recognized in the financial statements, except as discussed in Note 1 and below. The evaluation was performed through April 30, 2013, the date the financial statements were issued.

In March 2013, Enable Bakken Crude Services, LLC (Enable Bakken), the Partnership's direct, wholly owned subsidiary, entered into a long-term agreement with XTO Energy Inc. (XTO), a subsidiary of Exxon-Mobil Corporation, to provide gathering services for certain of XTO's crude oil production through a new crude oil gathering and transportation pipeline system in North Dakota's liquids-rich Bakken shale formation. The agreement with XTO was entered into pursuant to the open season announced by Enable Bakken in February 2013. Under the terms of the agreement, which includes volume commitments, Enable Bakken will provide service to XTO over a gathering system to be constructed by Enable Bakken in Dunn and McKenzie counties in North Dakota with a capacity of up to 19,500 barrels per day. Enable Bakken estimates that the construction of these facilities may cost as much as $125 million.

(14) Correction of the Presentation of Noncontrolling Interest

The Partnership has recorded an adjustment to correct the presentation of noncontrolling interest in its Combined Balance Sheets as of December 31, 2012 and 2011 for a consolidated investment in a pipeline. The effect of this adjustment decreases Other Liabilities and increases Noncontrolling Equity Interest by approximately $6 million as of December 31, 2012 and 2011. As Net Income Attributable to Noncontrolling Interest is less than $500,000 for the years ended December 31, 2012, 2011, and 2010, it is not presented separately in the Statements of Combined Income.

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF INCOME
(unaudited)

	Nine Months Ended September 30,	
	2013	2012
	(In millions)	
Revenues	$ 1,665	$ 686
Cost of Goods Sold, excluding depreciation and amortization	827	75
Operating Expenses:		
Operation and maintenance	302	191
Depreciation and amortization	148	78
Impairment	12	—
Taxes other than income taxes	37	28
Total Operating Expenses	499	297
Operating Income	339	314
Other Income (Expense):		
Interest expense	(53)	(65)
Equity in earnings of equity method affiliates	12	25
Interest income—affiliated companies	9	15
Step acquisition gain	—	136
Other, net	—	1
Total Other Income (Expense)	(32)	112
Income Before Income Taxes	307	426
Income tax expense (benefit)	(1,195)	160
Net Income	$ 1,502	$ 266
Less: Net income attributable to noncontrolling interest	2	—
Net Income attributable to Enable Midstream Partners, LP	$ 1,500	$ 266

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	Nine Months Ended September 30,	
	2013	2012
	(In millions)	
Net income	$ 1,502	$ 266
Other comprehensive income, net of tax:		
Adjustment to pension and other postretirement plans (net of tax of $0 and $0)	—	1
Other comprehensive income	—	1
Comprehensive income	1,502	267
Less: Comprehensive income attributable to noncontrolling interest	2	—
Comprehensive income attributable to Enable Midstream Partners, LP	$ 1,500	$ 267

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2013	December 31, 2012
	(In millions)	
Current Assets:		
Cash and cash equivalents	$ 24	$ —
Accounts receivable	265	78
Accounts receivable—affiliated companies	24	25
Notes receivable—affiliated companies	4	479
Inventory	89	57
Taxes receivable	—	45
Deferred income tax assets	—	31
Gas imbalances	10	—
Other current assets	9	24
Total current assets	425	739
Property, Plant and Equipment:		
Property, plant and equipment	9,457	5,175
Less accumulated depreciation and amortization	626	470
Property, plant and equipment, net	8,831	4,705
Other Assets:		
Intangible assets, net	392	—
Goodwill	1,061	629
Investment in equity method affiliates	200	405
Regulatory assets, net	3	—
Other	38	4
Total other assets	1,694	1,038
Total Assets	$ 10,950	$ 6,482

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2013	December 31, 2012
	(In millions)	
Current Liabilities:		
Accounts payable	$ 289	$ 83
Accounts payable—affiliated companies	34	28
Current portion of long-term debt	205	—
Notes payable—affiliated companies	—	753
Taxes accrued	47	25
Gas imbalances	8	7
Other	39	26
Total current liabilities	622	922
Other Liabilities:		
Accumulated deferred income taxes, net	—	1,272
Notes payable—affiliated companies	363	1,009
Benefit obligations	—	21
Regulatory liabilities	21	16
Other	31	21
Total other liabilities	415	2,339
Long-Term Debt	1,727	—
Commitments and Contingencies (Note 11)		
Partners' Capital:		
Partners' Capital	8,152	3,221
Accumulated other comprehensive loss	—	(6)
Total Enable Midstream Partners, LP Partners' Capital	8,152	3,215
Noncontrolling interest	34	6
Total Partners' Capital	8,186	3,221
Total Liabilities and Partners' Capital	$ 10,950	$ 6,482

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2013	2012
	(In millions)	
Cash Flows from Operating Activities:		
Net income	$ 1,502	$ 266
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	148	78
Deferred income taxes	(1,197)	132
Impairments	12	—
Step acquisition gain	—	(136)
Gain on sale/retirement of assets	2	—
Equity in earnings of equity method affiliates, net of distributions	8	6
Changes in other assets and liabilities:		
Accounts receivable, net	(37)	(40)
Accounts receivable—affiliated companies	(2)	8
Inventory	(9)	—
Taxes receivable	20	23
Other current assets	20	(3)
Other assets	(7)	(1)
Accounts payable	3	3
Accounts payable—affiliated companies	7	21
Other current liabilities	11	(5)
Other liabilities	(3)	—
Other, net	(6)	5
Net cash provided by operating activities	472	357
Cash Flows from Investing Activities:		
Capital expenditures, net of acquisitions	(366)	(116)
Acquisitions, net of cash acquired	—	(361)
Decrease (increase) in notes receivable from affiliates	434	(80)
Investment in equity method affiliates	—	(6)
Other, net	(5)	(13)
Net cash provided by (used in) investing activities	63	(576)
Cash Flows from Financing Activities:		
Proceeds from long term debt, net of issuance costs	1,046	—
Proceeds from line of credit	590	—
Repayment of line of credit	(447)	—
Increase (decrease) of notes payable—affiliated companies	(1,542)	221
Repayment of advance with affiliated companies	(140)	—
Capital contributions from partners	43	—
Distributions to partners	(61)	—
Net cash provided by (used in) financing activities	(511)	221
Net Increase in Cash and Cash Equivalents	24	2
Cash and Cash Equivalents at Beginning of Period	—	—
Cash and Cash Equivalents at End of Period	$ 24	$ 2

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS, continued
(Unaudited)

	Nine Months Ended September 30,	
	2013	2012
	(In millions)	
Supplemental Disclosure of Cash Flow Information:		
Cash Payments:		
Interest, net of capitalized interest	$ 52	$ 65
Income taxes (refunds), net	(9)	24
Non-cash transactions:		
Accounts payable related to capital expenditures	$ 41	$ 31
Acquisition of Enogex (Note 3)		

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF ENABLE MIDSTREAM PARTNERS, LP PARENT NET EQUITY AND PARTNERS' CAPITAL
(Unaudited)

	Partners' Capital		Parent Net Investment	Accumulated Other Comprehensive Loss	Total Enable Midstream Partners, LP Partners' Capital	Noncontrolling Interest	Total Partners' Capital
	Units	Value	Value	Value	Value	Value	Value
	(In millions)						
Balance as of December 31, 2011	—	—	$ 2,904	$ (6)	$ 2,898	$ 6	$ 2,904
Net income	—	—	266	—	266	—	266
Other comprehensive income	—	—	—	1	1	—	1
Net transfers from parent	—	—	2	—	2	—	2
Balance as of September 30, 2012	—	—	$ 3,172	$ (5)	$ 3,167	$ 6	$ 3,173
Balance as of December 31, 2012	—	—	$ 3,221	$ (6)	$ 3,215	$ 6	$ 3,221
Net income	—	—	1,326	—	1,326	—	1,326
Contributions from (Distributions to) CenterPoint Energy prior to formation (Note 1)	—	—	(295)	6	(289)	—	(289)
Balance as of April 30, 2013	—	—	$ 4,252	$ —	$ 4,252	$ 6	$ 4,258
Conversion to a limited partnership	291	$4,252	($ 4,252)	—	—	—	—
Issuance of units upon acquisition of Enogex on May 1, 2013	208	$3,787	—	—	$ 3,787	$ 26	$ 3,813
Net income (loss)	—	174	—	—	174	2	176
Distributions to partners	—	(61)	—	—	(61)	—	(61)
Balance as of September 30, 2013	499	$8,152	$ —	$ —	$ 8,152	$ 34	$ 8,186

See Notes to the Unaudited Condensed Combined and Consolidated Financial Statements

ENABLE MIDSTREAM PARTNERS, LP

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS

(1) Summary of Significant Accounting Policies

Organization

Enable Midstream Partners (Partnership) is a private limited partnership formed on May 1, 2013 by CenterPoint Energy, Inc. (CenterPoint Energy), OGE Energy Corp. (OGE Energy) and affiliates of ArcLight Capital Partners, LLC (ArcLight), pursuant to the terms of the Master Formation Agreement dated March 14, 2013 (MFA). The Partnership is a large-scale, growth-oriented limited partnership formed to own, operate and develop strategically located natural gas and crude oil infrastructure assets. The Partnership's assets and operations are organized into two business segments: (i) gathering and processing, which primarily provides natural gas and crude oil gathering, processing and fractionation services for our producer customers, and (ii) transportation and storage, which provides interstate and intrastate natural gas pipeline transportation and storage service to natural gas producers, utilities and industrial customers. The natural gas gathering and processing assets are strategically located in four states and serve natural gas production in the Anadarko, Arkoma and Ark-La-Tex basins. This segment also includes an emerging crude oil gathering business in the Bakken shale formation, principally located in the Williston basin. The natural gas transportation and storage assets extend from western Oklahoma and the Texas Panhandle to Alabama and from Louisiana to Illinois.

As of September 30, 2013, CenterPoint Energy, OGE Energy and ArcLight hold approximately 58.3%, 28.5% and 13.2%, respectively, of the limited partner interests in the Partnership. The limited partner interests of the Partnership have limited voting rights on matters affecting the business. As such, limited partners do not have rights to elect the Partnership's General Partner on an annual or continuing basis and may not remove the Partnership's General Partner without at least 75% vote by all unitholders, including all units held by the Partnership's limited partners, and General Partner and its affiliates, voting together as a single class.

The Partnership is controlled equally by CenterPoint Energy and OGE Energy, who each have 50 percent of the management rights of the General Partner. The General Partner was established by CenterPoint Energy and OGE Energy to govern the Partnership and has no other operating activities. The General Partner is initially governed by a board made up of an equal number of representatives designated by each of CenterPoint Energy and OGE Energy. Based on the 50/50 management ownership, with neither company having control, effective May 1, 2013, CenterPoint Energy and OGE Energy deconsolidated their interests in the Partnership and Enogex LLC (Enogex), respectively.

CenterPoint Energy and OGE Energy also own a 40% and 60% interest, respectively, in any incentive distribution rights to be held by the General Partner following an initial public offering of the Partnership's common units. In addition, for a period of time prior to the initial public offering, ArcLight will have protective approval rights over certain material activities of the Partnership, including material increases in capital expenditures and certain equity issuances, entering into transactions with related parties and acquiring, pledging or disposing of certain material assets.

Upon conversion to a limited partnership on May 1, 2013, the Partnership's earnings are no longer subject to income tax (other than Texas state margin taxes) and are taxable at the individual partner level. As a result of the conversion to a partnership immediately prior to formation, CenterPoint Energy assumed all outstanding current income tax liabilities and the Partnership derecognized the deferred income tax assets and liabilities by recording an income tax benefit of $1.24 billion. Consequently, the Combined and Consolidated Statements of Income does not include an income tax provision on income earned on or after May 1, 2013 (other than Texas state margin taxes). See Note 12 for further discussion of the Partnership's income taxes.

Prior to May 1, 2013, the financial statements of the Partnership include Enable Gas Transmission, LLC (EGT), Enable—Mississippi River Transmission, LLC (MRT), and the non-rate regulated natural gas gathering, processing and treating operations, which were under common control by CenterPoint Energy, and a 50% interest in Southeast Supply Header, LLC (SESH). As discussed in Note 1 under "Parent Net Equity and Partners' Capital," through the Partnership formation on May 1, 2013, CenterPoint Energy retained certain assets and liabilities and related balances in accumulated other comprehensive less, historically held by the Partnership such as certain intercompany notes payable to CenterPoint Energy and benefit plan obligations. Additionally, the Partnership distributed 25.05% of the interest in SESH to CenterPoint Energy, subject to future acquisition by the Partnership through put and call options discussed in Note 6. On May 1, 2013, OGE Energy and ArcLight indirectly contributed 100% of the equity interests in Enogex to the Partnership in exchange for limited partnership interests and, for OGE Energy only, interests in the General Partner. The Partnership concluded that the Partnership formation on May 1, 2013 was considered a business combination, and for accounting purposes, the Partnership was the acquirer of Enogex. Subsequent to May 1, 2013, the financial statements of the Partnership are consolidated to reflect the acquisition of Enogex, and the remaining 24.95% interest in SESH. See Note 3 for further discussion of the acquisition of Enogex.

In addition, at September 30, 2013, as a result of the acquisition of Enogex on May 1, 2013, the Partnership holds a 50% ownership interest in Atoka Midstream LLC (Atoka). At September 30, 2013, the Partnership consolidated Atoka in its Condensed Combined and Consolidated Financial Statements as Enable Oklahoma acted as the managing member of Atoka and had control over the operations of Atoka.

These condensed combined and consolidated financial statements are unaudited, omit certain financial statement disclosures and should be read with the audited combined financial statements of the Partnership for the years ended December 31, 2012, 2011 and 2010.

Basis of Presentation

These condensed combined and consolidated financial statements and related notes of the Partnership have been prepared in accordance with accounting principles generally accepted in the United States. For accounting and financial reporting purposes, (i) the formation of the Partnership is considered a contribution by CenterPoint Energy and is reflected at CenterPoint Energy's historical cost as of May 1, 2013 and (ii) the Partnership acquired Enogex on May 1, 2013.

These condensed combined and consolidated financial statements have been prepared from the historical accounting records maintained by CenterPoint Energy for the Partnership until May 1, 2013 and may not necessarily be indicative of the condition that would have existed or the results of operations if the Partnership had been operated as a separate and unaffiliated entity. All of Partnership's combined entities were under common control and management for the periods presented until May 1, 2013, and all intercompany transactions and balances are eliminated in combination and consolidation, as applicable. Beginning on May 1, 2013, the Partnership consolidated Enogex and all previously combined entities of the Partnership.

These condensed combined and consolidated financial statements and the related financial statement disclosures reflect all normal recurring adjustments that are, in the opinion of management, necessary to present fairly the financial position and results of operations for the respective periods. Amounts reported in the Partnership's Condensed Combined and Consolidated Statements of Income are not necessarily indicative of amounts expected for a full-year period due to the effects of, among other things, (a) seasonal fluctuations in demand for energy and energy services, (b) changes in energy commodity prices, (c) timing of maintenance and other expenditures and (d) acquisitions and dispositions of businesses, assets and other interests.

For a description of the Partnership's reportable business segments, see Note 13.

Enable Midstream Partners, LP Parent Net Equity and Partners' Capital

Prior to May 1, 2013, Enable Midstream Partners, LP Parent Net Equity on the Condensed Combined Balance Sheet represents the investment of CenterPoint Energy in the Partnership. On April 30, 2013 immediately prior to formation of the limited partnership, while under common control, CenterPoint Energy completed equity transactions with the Partnership, whereby CenterPoint Energy made a cash contribution to the Partnership and retained certain assets and liabilities previously held by the Partnership, all of which were deemed to be transfers of net assets not constituting a transfer of a business, as follows:

	Amounts retained prior to May 1, 2013 (In millions)
Contributions from (Distributions to) CenterPoint Energy	
Cash	$ 40
Pension and postretirement plans	22
Deferred financing cost	6
Investment in 25.05% of SESH (see Note 6)	(197)
Increase in Notes payable—affiliated companies (see Note 10)	(143)
Decrease in Notes receivable—affiliated companies (see Note 10)	(45)
Income tax obligations, net	28
Net distributions to CenterPoint Energy prior to formation	$ (289)

Effective May 1, 2013, Enable Midstream Partners, LP Partners' Capital on the Condensed Consolidated Balance Sheet represents the net amount of capital, accumulated net income, contributions and distributions impacting the investments of CenterPoint Energy, OGE Energy, and ArcLight in the Partnership. On August 14, 2013, the Partnership distributed $61 million to the unitholders of record as of July 1, 2013.

Assessing Impairment of Long-lived Assets (including Intangible Assets) and Goodwill

The Partnership periodically evaluates long-lived assets, including property, plant and equipment, and specifically identifiable intangibles other than goodwill, when events or changes in circumstances indicate that the carrying value of these assets may not be recoverable. The determination of whether an impairment has occurred is based on an estimate of undiscounted cash flows attributable to the assets, as compared to the carrying value of the assets.

Upon formation as a private partnership on May 1, 2013, management of the Partnership reassessed the long-term strategy related to the Service Star business line, a component of the Gathering and Processing business segment which provides measurement and communication services to third parties. Based on forecasted future undiscounted cash flows, management determined that the carrying value of the Service Star assets were not fully recoverable. Applying a discounted cash flow model to the property, plant and equipment and reviewing the associated materials and supplies inventory, during the nine months ended September 30, 2013 the Partnership recognized a $12 million impairment, consisting of a $10 million write-down of property, plant and equipment and a $2 million write-down of materials and supplies inventory considered either excess or obsolete.

The Partnership assesses its goodwill for impairment at least annually by comparing the fair value of the reporting unit with its book value, including goodwill. The Partnership tested its goodwill for impairment on May 1, 2013 upon formation and following formation intends to begin testing annually on October 1. The Partnership utilizes the market or income approaches to estimate the fair value of the reporting unit, also giving consideration to the alternative cost approach. Under the market approach, historical and current year forecasted cash flows are multiplied by a market multiple to determine fair value. Under the income approach, anticipated cash flows over a period of years plus a terminal value are discounted to present value using appropriate discount rates. The Partnership performs its goodwill impairment testing one level below the Transportation and Storage

and Gathering and Processing business segment level at the operating segment level. The partnership recorded no impairments of goodwill in the nine months ended September 30, 2013 and 2012.

Revenues

Revenues for gathering, processing, transportation and storage services for the partnership are recorded each month based on the current month's estimated volumes, contracted prices (considering current commodity prices), historical seasonal fluctuations and any known adjustments. The estimates are reversed in the following month and customers are billed on actual volumes and contracted prices. Gas sales are calculated on current-month nominations and contracted prices. Revenues associated with the production of NGLs are estimated based on current-month estimated production and contracted prices. These amounts are reversed in the following month and the customers are billed on actual production and contracted prices. Estimated revenues are reflected in Accounts Receivable on the Combined or Consolidated Balance Sheets and in Revenues on the Combined and Consolidated Statements of Income.

The Partnership recognizes revenue from natural gas gathering, processing, transportation and storage services to third parties as services are provided. Revenue associated with NGLs is recognized when the production is sold.

The partnership records deferred revenue when it receives consideration from a third party before achieving certain criteria that must be met for revenue to be recognized in accordance with GAAP. The partnership has no material deferred revenues on the Combined or Consolidated Balance Sheets as of September, 30 2013 or December 31, 2012.

Natural Gas Purchases

Estimates for gas purchases are based on estimated volumes and contracted purchase prices. Estimated gas purchases are included in Accounts Payable on the Combined or Consolidated Balance Sheets and in Cost of Goods Sold, excluding Depreciation and Amortization on the Combined and Consolidated Statements of Income.

Inventory

Materials and supplies inventory is valued at cost and is subsequently recorded at the lower of cost or market. During the nine months ended September 30, 2013, the Partnership recorded write-downs to market value related to materials and supplies inventory of $2 million associated with the Service Star business line impairment discussed above. No write-downs were recorded in the nine months ended September 30, 2012. Materials and supplies are recorded to inventory when purchased and, as appropriate, subsequently charged to Operation and maintenance expense on the Combined and Consolidated Statements of Income or capitalized to Property, plant and equipment on the Combined or Condensed Balance Sheets when installed.

Natural gas inventory is held, through the transportation and storage business segment, to provide operational support for the intrastate pipeline deliveries and to manage leased intrastate storage capacity. Natural gas liquids inventory is held, through the gathering and processing business segment, due to timing differences between the production of certain natural gas liquids and ultimate sale to third parties. Natural gas and natural gas liquids inventory is valued using moving average cost and is subsequently recorded at the lower of cost or market. During the nine months ended September 30, 2013, the Partnership recorded write-downs to market value related to natural gas and natural gas liquids inventory of $4 million. No write-downs were recorded in the nine months ended September 30, 2012. The cost of gas associated with sales of natural gas and natural gas

liquids inventory is presented in Cost of Goods Sold, excluding depreciation and amortization on the Combined and Consolidated Statements of Income.

	September 30, 2013	December 31, 2012
	(In millions)	
Materials and Supplies	$ 67	$ 56
Natural gas and natural gas liquids inventories	22	1
Total	$ 89	$ 57

Gas Imbalances

Gas imbalances occur when the actual amounts of natural gas delivered from or received by the Partnership's pipeline system differ from the amounts scheduled to be delivered or received. Imbalances are due to or due from shippers and operators and can be settled in cash or made up in-kind depending on contractual terms. The Partnership values all imbalances at individual, or where appropriate an average of, current market indices applicable to the Partnership's operations, not to exceed net realizable value.

Accumulated Other Comprehensive Loss

There were no material changes in the components of accumulated other comprehensive loss attributable to the Partnership during the nine months ended September 30, 2013. At both September 30, 2013 and December 31, 2012, there was no accumulated other comprehensive loss related to Partnership's noncontrolling interest.

No significant amounts were reclassified out of accumulated other comprehensive loss to net income during the nine months ended September 30, 2013 and 2012.

(2) New Accounting Pronouncements

In February 2013, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2013-02, "Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income" (ASU 2013-02). The objective of ASU 2013-02 is to improve the transparency of changes in other comprehensive income and items reclassified out of Accumulated Other Comprehensive Income in financial statements. This new guidance is effective for a reporting entity's first reporting period beginning after December 15, 2012 and should be applied prospectively. The Partnership's adoption of this new guidance on January 1, 2013 did not have a material impact on its financial position, results of operations or cash flows.

In December 2011 and January 2013, the FASB issued Accounting Standards Update No. 2011-11, "Disclosures About Offsetting Assets and Liabilities" (ASU 2011-11) and No. 2013-01, "Clarifying the Scope of Disclosures About Offsetting Assets and Liabilities" (ASU 2013-01), respectively. The objective of ASU 2011-11 is to enhance disclosures about the nature of an entity's rights of setoff and related arrangements associated with its financial instruments and derivative instruments. The objective of ASU 2013-01 is to clarify which instruments and transactions are subject to ASU 2011-11. Both ASU 2011-11 and ASU 2013-01 are effective for a reporting entity's first reporting period beginning on or after January 1, 2013 and should be applied retrospectively. The Partnership's adoption of this new guidance on January 1, 2013 did not have a material impact on its combined and consolidated financial position, results of operations or cash flows.

Management believes that other recently issued standards, which are not yet effective, will not have a material impact on the Partnership's combined and consolidated financial position, results of operations or cash flows upon adoption.

(3) Acquisition of Enogex

Under the acquisition method, the fair value of the consideration transferred by the Partnership to OGE Energy and ArcLight for the contribution of Enogex in exchange for interest in the Partnership is allocated to the assets acquired and liabilities assumed on May 1, 2013 based on their estimated fair value. Enogex's assets, liabilities and equity are recorded at their estimated fair value as of May 1, 2013, and beginning on May 1, 2013, the Partnership consolidated Enogex. The Partnership expects to complete the purchase price allocation for these transactions in the fourth quarter of 2013.

On May 1, 2013, in accordance with the MFA, CenterPoint Energy, OGE Energy, and ArcLight received 291,002,583 common units, 141,956,176 common units, and 65,908,224 common units, respectively, representing limited partnership interests in the Partnership. The fair value of consideration transferred to OGE Energy and ArcLight in exchange for the contribution of Enogex consists of the fair value of the limited and general partner interests. The Partnership utilized the market approach to estimate the fair value of the limited partnership interests, general partnership interests and Atoka, also giving consideration to alternative methods such as the income and cost approaches as it relates to the underlying assets and liabilities. The primary inputs for the market valuation are the historical and current year forecasted cash flows and market multiple. The primary inputs for the income approach are forecasted cash flows and the discount rate. The primary inputs for the cost approach are costs for similar assets and ages of the assets. All fair value measurements of assets acquired and liabilities assumed are based on a combination of inputs that are not observable in the market and thus represent Level 3 inputs.

The Partnership incurred no acquisition related costs in the Condensed Combined and Consolidated Statement of Income based upon the terms in the MFA.

The following table summarizes the amounts recognized by the Partnership for the estimated fair value of assets acquired and liabilities assumed for the acquisition of 100% interest Enogex as of May 1, 2013 and is reconciled to the consideration transferred by the Partnership (in millions):

	Amounts Recognized as of May 1, 2013
Assets	
Current Assets	$ 192
Property, plant and equipment	3,918
Goodwill	432
Other intangible assets	403
Other assets	22
Total assets	4,967
Liabilities	
Current Liabilities	$ 393
Long-term debt	745
Other liabilities	16
Total liabilities	1,154
Less: Noncontrolling interest at fair value	26
Fair value of consideration transferred	$ 3,787

The amounts of Enogex's revenue, operating income, net income and net income attributable to Enable Midstream Partners, LP included in the Partnership's Condensed Combined and Consolidated Statement of Income for the period from May 1, 2013 through September 30, 2013 is as follows (in millions):

Revenues	$ 861
Operating income	$ 63
Net income	$ 54
Net income attributable to Enable Midstream Partners, LP	$ 52

See Note 6 for discussion of the Partnership's acquisition of Waskom during 2012.

Impact on Depreciation

The property, plant and equipment acquired from Enogex have differing weighted average useful lives from the existing assets of the Partnership. These assets will be depreciated over a weighted average estimated useful life of 32 years.

Proforma Results of Operations

The Partnership's pro forma results of operations in the combined entity had the acquisition of Enogex been completed on January 1, 2012 are as follows (in millions):

	Nine months ended September 30,	
	2013	2012
Pro forma results of operations:		
Pro forma revenues	$ 2,296	$ 1,866
Pro forma operating income	$ 356	$ 425
Pro forma net income	$ 1,522	$ 360
Pro forma net income attributable to Enable Midstream Partners, LP	$ 1,520	$ 358

The pro forma consolidated results of operations include adjustments to:

- Include the historical results of Enogex beginning on January 1, 2012;
- Include incremental depreciation and amortization incurred on the step-up of Enogex's assets;
- Include adjustments to revenue and cost of sales to reflect Enogex purchase price adjustments for the recurring impact of certain loss contracts and deferred revenues; and
- Include a reduction to interest expense for recognition of a premium on Enogex's fixed rate senior notes.

The pro forma information is not necessarily indicative of the results of operations that would have occurred had the transactions been made at the beginning of the periods presented or the future results of the consolidated operations.

(4) Intangible Assets, Net

Prior to May 1, 2013, the Partnership did not have any intangible assets. Associated with the acquisition of Enogex, the Partnership recorded $403 million in intangible assets associated with customer relationships. Intangible assets by intangible asset class are as follows as of September 30, 2013 (in millions):

	Acquisition of Enogex	Accumulated Amortization	Net Intangible Assets
Customer relationships	$ 403	$ 11	$ 392
Total	$ 403	$ 11	$ 392

The Partnership determined that intangible assets have a weighted average useful life of 15 years for customer relationships as of May 1, 2013. Intangible assets do not have any significant residual value or renewal existing terms. There are no amounts of intangible assets with infinite useful lives.

Amortization of intangible assets is computed using the straight-line method over the respective lives of the intangible assets. Amortization expense in the nine months ended September 30, 2013 is $11 million. The following table summarizes the Partnership's expected amortization of intangible assets for each of the next five years (in millions).

	2014	2015	2016	2017	2018
Expected amortization of intangible assets	$27	$27	$27	$27	$27

(5) Goodwill

The excess of the consideration transferred over the fair value of the net assets acquired is allocated to goodwill. The goodwill arising from the acquisition of Enogex consists largely of the synergies and economies of scale expected from combining the operations of the Partnership and Enogex. The Partnership determined that its reporting units consist of its operating segments. Goodwill by reportable segment for 2013 is as follows (in millions):

	Gathering and Processing	Transportation and Storage	Total
Balance at January 1	$ 50	$ 579	$ 629
Acquisition of Enogex	394	38	432
Balance at September 30	$ 444	$ 617	$1,061

The Partnership does not amortize goodwill but instead annually assesses goodwill for impairment. The Partnership performed an interim test upon formation as a limited partnership on May 1, 2013 and its annual impairment test in the third quarter of 2012 and determined that no impairment charge for goodwill was required in the nine months ended September 30, 2013 and 2012, respectively. Effective October 1, 2013, the Partnership will perform its annual impairment tests on October 1.

(6) Investments in Equity Method Affiliates

The Partnership uses the equity method of accounting for investments in entities in which it has an ownership interest between 20% and 50% and exercises significant influence. Until May 1, 2013, the Partnership held a 50% investment in SESH, a 270-mile interstate natural gas pipeline, which was accounted for as an investment in equity method affiliates. On May 1, 2013, the Partnership distributed a 25.05% interest in SESH to CenterPoint Energy, retaining a 24.95% interest in SESH.

Following the distribution of SESH, CenterPoint Energy indirectly owns 25.05% interest in SESH that may be contributed to Partnership in the future, upon exercise of certain put or call rights, under which CenterPoint Energy would contribute to the Partnership CenterPoint Energy's retained interest in SESH at a price equal to the fair market value of such interest at the time the put right or call right is exercised (which may be no earlier than May 2014 and May 2015 for 24.95% and 0.1% interest, respectively). If CenterPoint Energy were to exercise such put right or the Partnership were to exercise such call right, CenterPoint Energy's retained interest in SESH would be contributed to the Partnership in exchange for consideration consisting of 8,086,945 and 32,413 limited partnership units for 24.95% and 0.1% interest in SESH, respectively, and, subject to certain restrictions, a cash payment, payable either from CenterPoint Energy to the Partnership or from the Partnership to CenterPoint Energy, in an amount such that the total consideration exchanged is equal in value to the fair market value of the contributed interest in SESH.

Prior to July 2012, the Partnership owned a 50% interest in Waskom, a natural gas processing plant, which was accounted as an investment in equity method affiliates.

On July 31, 2012, the Partnership purchased the 50% interest that it did not already own in Waskom, as well as other gathering and related assets from a third-party for approximately $273 million in cash. The amount of the purchase price allocated to the acquisition of the 50% interest in Waskom was approximately $201 million, with the remaining purchase price allocated to the other gathering assets. The $273 million purchase price was allocated to the fair value of assets received as follows: $253 million to property, plant and equipment; $16 million to goodwill; and the remaining balance to other assets and liabilities. The original 50% interest held by Partnership in Waskom had a fair value of approximately $201 million prior to its acquisition of the additional 50% interest in Waskom, based on a discounted cash flow methodology (a level 3 valuation technique for which the key inputs are the discount rate and operating cash flow projections). The purchase of the additional 50% interest in Waskom was determined to be a business combination achieved in stages, and as such the Partnership recorded a pre-tax gain of approximately $136 million and goodwill of $8 million on July 31, 2012, which is the result of Partnership remeasuring its original 50% interest in Waskom to fair value. As a result of the purchase, Partnership combined its wholly owned investment in Waskom beginning on July 31, 2012, which included goodwill totaling $24 million, consisting of $17 million related to Waskom (including the re-measurement of its existing 50% interest) and $7 million related to the other gathering and related assets. On May 1, 2013 CenterPoint Energy contributed a 100% interest in Waskom to the Partnership.

Investment in Equity Method Affiliates:

	September 30, 2013	December 31, 2012
	(In millions)	
SESH	$ 199	$ 404
Other	1	1
Total	$ 200	$ 405

Equity in Earnings of Equity Method Affiliates:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
SESH[1]	$ 12	$ 20
Waskom[2]	—	5
Total	$ 12	$ 25

(1) Until May 1, 2013, the combined results of operations for Partnership reflect a 50% interest in SESH, as historically combined in the Partnership's financial statements. On May 1, 2013, the Partnership distributed a 25.05% interest in SESH to CenterPoint Energy, retaining a 24.95% interest in SESH.

(2) On July 31, 2012, Waskom became a wholly owned subsidiary of the Partnership. Beginning on August 1, 2012, Waskom's operating results are combined or consolidated, as appropriate, in the Condensed Combined and Consolidated Statement of Income.

Summarized financial information of SESH is presented below:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Income Statements:		
Revenues	$ 81	$ 82
Operating income	49	54
Net income	34	39

Summarized financial information of Waskom is presented below:

	Nine months ended September 30, 2012[(a)]
	(In millions)
Income Statements:	
Revenues	$ 77
Operating income	11
Net income	11

(a) Reflects Waskom's income statement through July 31, 2012, the date Waskom became a wholly owned subsidiary of the Partnership. Beginning on August 1, 2012, Waskom's operating results are combined in the Condensed Combined and Consolidated Statement of Income.

(7) Debt

Prior to May 1, 2013, the Partnership's debt was all payable to affiliates, which is discussed in Note 10 as notes payable—affiliated companies. The Partnership's third party debt effective May 1, 2013 follows:

On May 1, 2013, the Partnership entered into a $1.05 billion three-year senior unsecured term loan facility (Term Loan Facility), the proceeds of which were used to repay $1.05 billion of intercompany indebtedness owed to CenterPoint Energy. A wholly owned subsidiary of CenterPoint Energy has guaranteed collection of the Partnership's obligations under the Term Loan Facility, which guarantee is subordinated to all senior debt of such wholly owned subsidiary of CenterPoint Energy.

On May 1, 2013, the Partnership also entered into a $1.4 billion, five-year senior unsecured revolving credit facility (Revolving Credit Facility) in accordance with the terms of the MFA, discussed in Note 1. As of September 30, 2013, there was $142 million in principal advances and $1 million in letters of credit outstanding under the Revolving Credit Facility.

The Term Loan Facility and the Revolving Credit Facility each permit outstanding borrowings to bear interest at the London Interbank Offered Rate (LIBOR) and/or an alternate base rate, at the Partnership's election, plus an applicable margin. The applicable margin is based on the Partnership's applicable credit ratings. As of September 30, 2013, the applicable margin for LIBOR-based borrowings under the Term Loan Facility and the Revolving Credit Facility was 1.625% based on the Partnership's credit ratings. In addition, the Revolving Credit Facility requires the Partnership to pay a fee on unused commitments. The commitment fee is based on the Partnership's applicable credit rating from the rating agencies. As of September 30, 2013, the commitment fee under the Revolving Credit Facility was 0.25% per annum based on the Partnership's credit ratings.

Effective May 1, 2013, the Partnership's debt includes Enable Oklahoma's $200 million of 6.875% senior notes due July of 2014 and $250 million of 6.25% senior notes due March of 2020 (collectively, the Enable Oklahoma Senior Notes). The Enable Oklahoma Senior Notes have a $40 million unamortized premium at September 30, 2013, of which $5 million relates to the senior notes due July of 2014 and $35 million relates to the senior notes due March of 2020. Additionally, the Partnership's debt includes Enable Oklahoma's $250 million variable rate term loan (Enable Oklahoma Term Loan). The Enable Oklahoma Term Loan permits outstanding borrowings to bear interest at the London Interbank Offered Rate (LIBOR) and/or an alternate base rate, at Enable Oklahoma's election, plus an applicable margin. The applicable margin is based on Enable Oklahoma's applicable credit ratings. As of September 30, 2013, the applicable margin for LIBOR-based borrowings under the Enable Oklahoma Term Loan was 1.50% based on Enable Oklahoma's credit ratings.

Unamortized debt expense of $10 million and zero at September 30, 2013 and December 31, 2012, respectively, is classified in Other Assets in the Combined and Consolidated Balance Sheets and are being amortized over the life of the respective debt. Unamortized premium on long-term debt of $40 million and zero at September 30, 2013 and December 31, 2012, respectively, is classified as either Long-Term Debt or Current Portion of Long-Term Debt, consistent with the underlying debt instrument, in the Combined and Consolidated Balance Sheets and are being amortized over the life of the respective debt.

At September 30, 2013, the Partnership and Enable Oklahoma were in compliance with all of their debt agreements.

(8) Fair Value Measurements

Certain assets and liabilities are recorded at fair value in the Combined and Consolidated Balance Sheets and are categorized based upon the level of judgment associated with the inputs used to measure their value. Hierarchical levels, as defined below and directly related to the amount of subjectivity associated with the inputs to fair valuations of these assets and liabilities are as follows:

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date. Instruments classified as Level 1 include natural gas futures, swaps and options transactions for contracts traded on the NYMEX and settled through a NYMEX clearing broker.

Level 2: Inputs, other than quoted prices included in Level 1, are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar instruments in active markets, and inputs other than quoted prices that are observable for the asset or liability. Fair value assets and liabilities that are generally included in this category are derivatives with fair values based on inputs from actively quoted markets. Instruments classified as Level 2 include over-the-counter NYMEX natural gas swaps, natural gas basis swaps and natural gas purchase and sales transactions in markets such that the pricing is closely related to the NYMEX pricing, and over-the-counter WTI crude swaps for condensate sales.

Level 3: Inputs are unobservable for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. Unobservable inputs reflect the Partnership's judgments about the assumptions market participants would use in pricing the asset or liability since limited market data exists. The Partnership develops these inputs based on the best information available, including the Partnership's own data.

The Partnership utilizes the market approach in determining the fair value of its derivative positions by using either NYMEX or WTI published market prices, independent broker pricing data or broker/dealer valuations. The valuations of derivatives with pricing based on NYMEX published market prices may be considered Level 1 if they are settled through a NYMEX clearing broker account with daily margining. Over-the-counter derivatives with NYMEX or WTI based prices are considered Level 2 due to the impact of counterparty credit risk. Valuations based on independent broker pricing or broker/dealer valuations may be classified as Level 2 only to the extent they may be validated by an additional source of independent market data for an identical or closely related active market. In certain less liquid markets or for

longer-term contracts, forward prices are not as readily available. In these circumstances, contracts are valued using internally developed methodologies that consider historical relationships among various quoted prices in active markets that result in management's best estimate of fair value. These contracts are classified as Level 3.

The Partnership determines the appropriate level for each financial asset and liability on a quarterly basis and recognizes transfers between levels at the end of the reporting period. For the nine months ended September 30, 2013, there were no transfers between Level 1 and 2 and no Level 3 investments were held.

The impact to the fair value of derivatives due to credit risk is calculated using the probability of default based on Standard & Poor's Ratings Services and/or internally generated ratings. The fair value of derivative assets is adjusted for credit risk. The fair value of derivative liabilities is adjusted for credit risk only if the impact is deemed material.

Estimated Fair Value of Financial Instruments

The fair values of all accounts receivable, notes receivable, accounts payable, short-term notes payable—affiliated companies, and other such financial instruments on the Condensed Combined and Consolidated Balance Sheets are estimated to be approximately equivalent to their carrying amounts and have been excluded from the table below. The following table summarizes the fair value and carrying amount of the Partnership's financial instruments at September 30, 2013 and December 31, 2012 (in millions). The Company had no material financial instruments measured at fair value on a recurring basis at September 30, 2013 and December 31, 2012.

	September 30, 2013		December 31, 2012	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In millions)			
Long-Term Debt				
Long-term notes payable—affiliated companies (Level 2)	$ 363	$ 362	$ 1,009	$1,232
Revolving Credit Facility (Level 2)	142	142	—	—
Term Loan Facility (Level 2)	1,050	1,050	—	—
Enable Oklahoma Term Loan (Level 2)	250	250	—	—
Enable Oklahoma Senior Notes (Level 2)[1]	490	478	—	—

(1) Includes $205 million of current portion as of September 30, 2013.

The fair value of the Partnership's Term Loan Facility and Long-term notes payable—affiliated companies, along with the Enable Oklahoma Senior Notes, is based on quoted market prices and estimates of current rates available for similar issues with similar maturities and is classified as Level 2 in the fair value hierarchy.

Non-Financial Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Certain assets and liabilities are measured at fair value on a nonrecurring basis; that is, the assets and liabilities are not measured at fair value on an ongoing basis, but are subject to fair value adjustments in certain circumstances (e.g., when there is evidence of impairment).

At September 30, 2013, the Partnership remeasured the Service Star assets at fair value, resulting in a $12 million impairment in the nine months ended September 30, 2013, as discussed in Note 1. The Partnership utilized the income approach (generally accepted valuation approach) to estimate the fair value of these assets. The primary inputs are forecast cash flows and the discount rate. The fair value measurement is based on inputs that are not observable in the market and thus represent level 3 inputs.

At December 31, 2012, no material fair value adjustments or fair value measurements were required for these non-financial assets or liabilities.

Contracts with Master Netting Arrangements

Fair value amounts recognized for forward, interest rate swap, option and other conditional or exchange contracts executed with the same counterparty under a master netting arrangement may be offset. The reporting entity's choice to offset or not must be applied consistently. A master netting arrangement exists if the reporting entity has multiple contracts, whether for the same type of conditional or exchange contract or for different types of contracts, with a single counterparty that are subject to a contractual agreement that provides for the net settlement of all contracts through a single payment in a single currency in the event of default on or termination of any one contract. Offsetting the fair values recognized for forward, interest rate swap, option and other conditional or exchange contracts outstanding with a single counterparty results in the net fair value of the transactions being reported as an asset or a liability in the Condensed Combined and Consolidated Balance Sheets. The Partnership has presented the fair values of its derivative contracts under master netting agreements using a net fair value presentation. The Partnership had no material commodity contracts recorded at fair value on its Condensed Combined and Consolidated Balance Sheet at September 30, 2013 and December 31, 2012.

The following tables summarize the Partnership's assets and liabilities that are measured at fair value on a recurring basis at September 30, 2013 (in millions):

	Gas Imbalances[A]	
	Assets[B]	Liabilities[C]
Significant other observable inputs (Level 2)	$ 8	$ 6

(A) The Partnership uses the market approach to fair value its gas imbalance assets and liabilities at individual, or where appropriate an average of, current market indices applicable to the Partnership's operations, not to exceed net realizable value. Gas imbalances held by Enable Oklahoma are valued using an average of the Inside FERC Gas Market Report for Panhandle Eastern Pipe Line Co. (Texas, Oklahoma Mainline), ONEOK (Oklahoma) and ANR Pipeline (Oklahoma) indices. There were no netting adjustments as of September 30, 2013.

(B) Gas imbalance assets exclude fuel reserves for under retained fuel due from shippers of $2 million at September 30, 2013, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

(C) Gas imbalance liabilities exclude fuel reserves for over retained fuel due to shippers of $2 million at September 30, 2013, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

(9) Derivative Instruments and Hedging Activities

The Partnership is exposed to certain risks relating to its ongoing business operations. The primary risks managed using derivatives instruments are commodity price risk and interest rate risk. The Partnership is also exposed to credit risk in its business operations.

Commodity Price Risk

The Partnership has used forward physical contracts, commodity price swap contracts and commodity price option features to manage the Partnership's commodity price risk exposures in the past. Commodity derivative instruments used by the Partnership are as follows:

- NGLs put options and NGLs swaps are used to manage the Partnership's NGLs exposure associated with its processing agreements;
- natural gas swaps are used to manage the Partnership's keep-whole natural gas exposure associated with its processing operations and the Partnership's natural gas exposure associated with operating its gathering, transportation and storage assets; and

- natural gas futures and swaps, natural gas options and natural gas commodity purchases and sales are used to manage the Partnership's natural gas exposure associated with its storage and transportation contracts and asset management activities.

Normal purchases and normal sales contracts are not recorded in the Condensed Combined and Consolidated Balance Sheets and earnings are recognized in the period in which physical delivery of the commodity occurs. Management applies normal purchases and normal sales treatment to: (i) commodity contracts for the purchase and sale of natural gas used in or produced by the Partnership's operations and (ii) commodity contracts for the purchase and sale of NGLs produced by Partnership's gathering and processing segment. All outstanding derivative instruments held by Partnership at December 31, 2012 are designated as normal purchase or normal sale during the periods presented.

The Partnership recognizes its non-exchange traded derivative instruments in the Condensed Combined and Consolidated Balance Sheets at fair value with such amounts classified as current or long-term based on their anticipated settlement. Exchange traded transactions are settled on a net basis daily through margin accounts with a clearing broker and, therefore, are recorded at fair value on a net basis in Other Current Assets in the Condensed Combined Consolidated Balance Sheets.

Credit Risk

The Partnership is exposed to certain credit risks relating to its ongoing business operations. Credit risk includes the risk that counterparties that owe the Partnership money or energy will breach their obligations. If the counterparties to these arrangements fail to perform, the Partnership may be forced to enter into alternative arrangements. In that event, Partnership's financial results could be adversely affected and the Partnership could incur losses.

Cash Flow Hedges

For derivatives that are designated and qualify as a cash flow hedge, the effective portion of the change in fair value of the derivative instrument is reported as a component of Accumulated Other Comprehensive Income (Loss) and recognized into earnings in the same period during which the hedged transaction affects earnings. The ineffective portion of a derivative's change in fair value or hedge components excluded from the assessment of effectiveness is recognized currently in earnings. The Partnership measures the ineffectiveness of commodity cash flow hedges using the change in fair value method whereby the change in the expected future cash flows designated as the hedge transaction are compared to the change in fair value of the hedging instrument. Forecasted transactions, which are designated as the hedged transaction in a cash flow hedge, are regularly evaluated to assess whether they continue to be probable of occurring. If the forecasted transactions are no longer probable of occurring, hedge accounting will cease on a prospective basis and all future changes in the fair value of the derivative will be recognized directly in earnings.

The Partnership designates as cash flow hedges derivatives used to manage commodity price risk exposure for the Partnership's NGLs volumes and corresponding keep-whole natural gas resulting from its natural gas processing contracts (processing hedges) and natural gas positions resulting from its natural gas gathering and processing operations and natural gas transportation and storage operations (operational gas hedges). The Partnership also designates as cash flow hedges certain derivatives used to manage natural gas commodity exposure for certain natural gas storage inventory positions. The Partnership had no instruments designated as cash flow hedges at September 30, 2013 and December 31, 2012.

Fair Value Hedges

For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative as well as the offsetting loss or gain on the hedged item attributable to the hedge risk are recognized currently in earnings. The Partnership includes the gain or loss on the hedged items in Revenues, offsetting the loss or gain on the related hedging derivative.

At September 30, 2013 and December 31, 2012, the Partnership had no derivative instruments that were designated as fair value hedges.

Derivatives Not Designated as Hedging Instruments

Derivative instruments not designated as hedging instruments are utilized in the Partnership's asset management activities. For derivative instruments not designated as hedging instruments, the gain or loss on the derivative is recognized currently in earnings, unless designated as normal purchases or normal sales.

Quantitative Disclosures, Balance Sheet Presentation and Income Statement Presentation Related to Derivative Instruments

At September 30, 2013 and December 31, 2012 and for the nine months ended September 30, 2013 and 2012, the Partnership had no material derivative instruments to disclose.

Credit-Risk Related Contingent Features in Derivative Instruments

In the event Moody's Investors Services or Standard & Poor's Ratings Services were to lower the Partnership's or Enable Oklahoma's senior unsecured debt ratings to a below investment grade rating, the Partnership or Enable Oklahoma would have been required to post no cash collateral to satisfy its obligation under its financial and physical contracts relating to derivative instruments that are in a net liability position at September 30, 2013. The Partnership or Enable Oklahoma could be required to provide additional credit assurances in future dealings with third parties, which could include letters of credit or cash collateral.

(10) Related Party Transactions

The related party transactions with CenterPoint Energy, OGE Energy and their respective subsidiaries are summarized and described below. There were no material related party transactions with other affiliates.

The Partnership's revenues from affiliated companies accounted for 9%, and 15% of revenues during the nine months ended September 30, 2013 and 2012, respectively. Amounts of revenues from affiliated companies included in the Partnership's Combined and Consolidated Statements of Income are summarized as follows:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Gas transportation and storage—CenterPoint Energy	$ 82	$100
Gas sales—CenterPoint Energy	48	—
Gas transportation and storage—OGE Energy[1]	20	—
Total revenues—affiliated companies	$150	$100

(1) The Partnership has contracts with OGE Energy to transport natural gas to OGE Energy's natural gas-fired generation facilities and store natural gas that are reflected in Partnership's Condensed Combined and Consolidated Statement of Income beginning on May 1, 2013.

Amounts of natural gas purchased from affiliated companies included in the Partnership's Condensed Combined and Consolidated Statements of Income are summarized as follows:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Cost of goods sold—CenterPoint Energy	$ 5	$ 1

The Partnership recorded an expense from OGE Energy of $5 million for the period beginning May 1, 2013 and ended September 30, 2013 for electricity used to power the Partnership's electric compression assets, which is reflected in the Partnership's Condensed Combined and Consolidated Statement of Income as operation and maintenance expense beginning on May 1, 2013.

Prior to May 1, 2013, the Partnership had employees and reflected the associated benefit costs directly and not as corporate services. Under the terms of the MFA, effective May 1, 2013 the Partnership's employees were seconded by CenterPoint Energy and OGE Energy, and the Partnership began reimbursing each CenterPoint Energy and OGE Energy for all employee costs under the seconding agreements until terminated with at least 90 days' notice by CenterPoint Energy or OGE Energy, respectively, or by the Partnership.

Prior to May 1, 2013, the Partnership received certain services and support functions from CenterPoint Energy described below. Under the terms of the MFA, effective May 1, 2013 the Partnership receives services and support functions from each CenterPoint Energy and OGE Energy under service agreements for an initial term ending on April 30, 2016. The service agreements automatically extend year-to-year at the end of the initial term, unless terminated by the Partnership with at least 90 days' notice. Additionally, the Partnership may terminate these service agreements at any time with 180 days' notice, if approved by the Board of the General Partner. The Partnership reimburses CenterPoint Energy and OGE Energy for these services up to annual caps, initially $44 million and $30 million, respectively.

The Partnership's operations are dependent on CenterPoint Energy's and OGE Energy's ability to perform under these service agreements, which include support functions for accounting, finance, investor relations, planning, legal, communications, governmental and regulatory affairs, and human resources, as well as information technology services and other shared services such as corporate security, facilities management, office support services, and purchasing and logistics. The cost of these services has been charged directly to the Partnership through negotiated usage rates, dedicated asset assignment and proportionate corporate formulas based on operating expenses, assets, gross margin, employees and a composite of assets, gross margin and employees. In some instances, OGE Energy uses the "Distrigas" method to allocate operating costs to the Partnership. The Distrigas method is a three-factor formula that uses an equal weighting of payroll, net operating revenues and gross property, plant and equipment. OGE Energy adopted the Distrigas method in January 1996 as a result of a recommendation by the Staff of the Oklahoma Corporation Commission. CenterPoint Energy uses the Composite Ratio Formula which allocates costs incurred by a service company on behalf of its affiliates to those affiliates. This three-part formula consisting of gross margin, assets, and the number of employees applied 40%, 40% and 20% respectively, attempts to weight various aspects of each of the affiliates so that a fair distribution of the overhead cost is allocated to each affiliate member. These charges are not necessarily indicative of what would have been incurred had the Partnership not been an affiliate of CenterPoint Energy or OGE Energy.

Amounts charged to the Partnership by affiliates for seconded employees and corporate services, included primarily in operating and maintenance expenses in Partnership's Combined and Consolidated Statements of Income are as follows:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Seconded Employee Costs—CenterPoint Energy[1]	$ 58	$ —
Corporate Services—CenterPoint Energy[1]	30	27
Seconded Employee Costs—OGE Energy[2]	49	—
Corporate Services—OGE Energy[2]	11	—
Total corporate services and seconded employee expense	$148	$ 27

(1) Beginning on May 1, 2013, CenterPoint Energy assumed all employees of Partnership and seconded such employees to the Partnership. Therefore, costs historically incurred directly by

Partnership for employment services are reflected as seconded employee costs subsequent to formation on May 1, 2013.

(2) Corporate services and seconded employee expenses from OGE Energy are reflected in the Condensed Statement of Combined and Consolidated Income beginning on May 1, 2013. With respect to the annual cap of $30 million for corporate services, $21 million has been incurred to date, including $10 million prior to the Partnership's acquisition of Enogex on May 1, 2013.

On July 1, 2009, OGE Energy and Enogex entered into hedging transactions to offset natural gas long positions at Enogex with short natural gas exposures at OGE Energy resulting from the cost of generation associated with a wholesale power sales contract. These transactions are for approximately 50,000 million British thermal unit per month from August 2009 to December 2013. These transactions are reflected in the Condensed Combined and Consolidated Statement of Income beginning on May 1, 2013.

Until May 1, 2013, the Partnership participated in a "money pool" through which it could borrow or invest with CenterPoint Energy on a short-term basis. Funding needs were aggregated and external borrowing or investing was based on the net cash position. The Partnership's money pool borrowings and investments were reflected in notes payable—affiliated companies and notes receivable—affiliated companies, respectively, in the Combined Balance Sheet as of December 31, 2012.

The notes receivable—affiliated companies as of December 31, 2012 include $434 million and $45 million investments in the money pool and other notes receivable, respectively, and bear an interest rate of 4.869% and 3.25%, respectively. Immediately prior to formation as a limited partnership on May 1, 2013, the Partnership received cash for repayment of the $434 million of investments in the money pool and received a contribution from CenterPoint Energy for the settlement of the $45 million of other notes receivable.

The Partnership has outstanding short-term and long-term notes payable – affiliated companies to CenterPoint Energy as presented below:

	September 30, 2013		December 31, 2012	
	Long-Term	Current	Long-Term	Current
	(In millions)			
Short-term notes payable—affiliated companies:				
Notes payable—affiliated companies[1]	$ —	$ —	$ —	$ 753
Long-term notes payable—affiliated companies:				
Notes payable—affiliated companies[2]	$ 363	$ —	$ 363	$ —
Notes payable—affiliated companies[3]	—	—	646	—
Total long-term notes payable—affiliated companies	$ 363	$ —	$ 1,009	$ —

(1) These notes were payable on demand to CenterPoint Energy and may be prepaid in full at any time without premium or penalty. Substantially all of these notes represented the Partnership's money pool borrowings. At December 31, 2012, the Partnership's money pool borrowings had an interest rate of 4.869%. These notes were repaid and terminated immediately prior to formation as a limited partnership on May 1, 2013.

(2) These notes are payable to CenterPoint Energy and mature in 2017. Notes having an aggregate principal amount of approximately $273 million bear a fixed interest rate of 2.10% and notes having an aggregate principal amount of approximately $90 million bear a fixed interest rate of 2.45%.

(3) These notes were payable to CenterPoint Energy, bear a fixed interest rate of 6.30% and mature in 2036. These notes were repaid and terminated immediately prior to formation as a limited partnership on May 1, 2013.

Prior to repayment of the $753 million and $646 million of short-term and long-term notes payable—affiliated companies, respectively, the Partnership assumed an additional $143 million through a distribution of the Partnership. In total, the repayment of notes payable—affiliated companies immediately prior to formation as a limited partnership on May 1, 2013 was $1.54 billion.

The Partnership recorded affiliated interest expense to CenterPoint Energy of $33 million and $65 million during the nine months ended September 30, 2013 and 2012, respectively, on notes payable—affiliated companies.

(11) Commitments and Contingencies

(a) Long-Term Agreements

Long-term Gas Gathering and Treating Agreements. The Partnership has long-term agreements with an affiliate of Encana Corporation (Encana) and an affiliate of Royal Dutch Shell plc (Shell) to provide gathering and treating services for their natural gas production from certain Haynesville Shale and Bossier Shale formations in Texas and Louisiana.

Under the long-term agreements, Encana or Shell may elect to require the Partnership to expand the capacity of its gathering systems by up to an additional 1.3 Bcf per day. The Partnership estimates that the cost to expand the capacity of its gathering systems by an additional 1.3 Bcf per day would be as much as $440 million. Encana and Shell would provide incremental volume commitments in connection with an election to expand system capacity.

Long-term Agreement with Exxon. In March 2013, Enable Bakken entered into a long-term agreement with an affiliate of Exxon-Mobil Corporation (Exxon), to provide gathering services for certain of Exxon's crude oil production through a new crude oil gathering and transportation pipeline system in North Dakota's liquids-rich Bakken shale. The agreement with Exxon was entered into pursuant to the open season announced by Enable Bakken in February 2013. Under the terms of the agreement, which includes volume commitments, Enable Bakken will provide service to Exxon over a gathering system to be constructed by Enable Bakken in Dunn and McKenzie counties in North Dakota with a capacity of up to 19,500 barrels per day. The Partnership estimates that the facilities will be placed in service in 2013 and 2014 and the construction of these facilities may cost as much as $110 million.

Operating Lease Obligations. The Partnership has operating lease obligations expiring at various dates. Future minimum payments for noncancellable operating leases are as follows:

Year ended December 31 (In millions)	2013	2014	2015	2016	2017	After 2017	Total
Noncancellable operating leases	$ 2	$ 6	$ 4	$ 2	$ —	$ —	$ 14

The Partnership currently occupies 134,219 square feet of office space at the executive offices under a lease that expires March 31, 2017. The lease payments are $11 million over the lease term which began April 1, 2012. This lease has rent escalations which increase after five and 10 years if the lease is renewed. These lease expenses are reflected in the Condensed Statement of Combined and Consolidated Income beginning on May 1, 2013.

The Partnership currently has 23 compression service agreements, of which three agreements are on a month-to-month basis, three agreements will expire in 2014, 16 agreements will expire in 2015 and two agreements will expire in 2016. The Partnership also has eight gas treating agreements, of which six agreements are on a month-to-month basis, one agreement will expire in 2013 and one agreement will expire in 2014. These lease expenses are reflected in the Condensed Statement of Combined and Consolidated Income beginning on May 1, 2013.

Other Purchase Obligations and Commitments. In 2004, Enable Oklahoma entered into a firm transportation service agreement with Cheyenne Plains, who operates the Cheyenne Plains Pipeline that provides firm transportation services in Wyoming, Colorado and Kansas, for 60,000 decatherms/day of firm capacity on the pipeline. The firm transportation service agreement was for a 10-year term beginning with the in-service date of the Cheyenne Plains Pipeline in March 2005 with an annual demand fee of $7 million. Effective March 1, 2007, Enable Oklahoma and Cheyenne Plains amended the firm transportation service agreement to provide for EER to turn back 20,000 decatherms/day of its capacity beginning in January 2008 for the remainder of the term.

In 2006, Enable Oklahoma entered into a firm capacity agreement with Midcontinent Express Pipeline (MEP) for a primary term of 10 years (subject to possible extension) that gives MEP and its shippers' access to capacity on Enable Oklahoma's system. The quantity of capacity subject to the MEP capacity agreement is currently 272 MMcf/d, with the quantity subject to being increased by mutual agreement pursuant to the capacity agreement. In 2009, Enable Oklahoma entered into a firm transportation service agreement with MEP for 10,000 decatherms/day of firm capacity on the pipeline. The firm transportation service agreement was for a five-year term beginning with the in-service date of the MEP pipeline in June 2009 with an annual demand fee of $2 million.

The Partnership's other future purchase obligations and commitments estimated for the remainder of 2013 and next five years are as follows:

Year ended December 31 (In millions)	2013	2014	2015	2016	2017	2018	Total
Other purchase obligations and commitments	$ 3	$11	$ 4	$ 1	$—	$—	$ 19

(b) Legal, Regulatory and Other Matters

Regulatory Matters

MRT Rate Case. MRT, a subsidiary of the Partnership, made a rate filing with the FERC pursuant to Section 4 of the Natural Gas Act, on August 22, 2012 that became effective March 1, 2013, following a five-month suspension, in which it requested an annual cost of service of $104 million (an increase of approximately $47 million above the annual cost of service underlying the current FERC approved maximum rates for MRT's pipeline). On July 30, 2013, MRT filed with the FERC an uncontested Stipulation and Agreement and Offer of Settlement, resolving all issues in the rate case. The settlement specifies few particulars, other than setting an annual overall cost-of-service for MRT of $84 million and increasing the depreciation rates for certain asset classes. In September 2013, the FERC approved the settlement. Although the settlement became effective November 1, 2013, the settlement rates are effective as of March 1, 2013. As a result, MRT will be making refunds to certain of its customers for amounts collected between the requested $104 million cost of service and the $84 million settlement cost of service, which amounts had previously been reserved.

2013 Fuel Filing. On March 1, 2013, Enable Oklahoma submitted its annual fuel filing to establish the fixed fuel percentages for its East Zone and West Zone for the upcoming fuel year (April 1, 2013 through March 31, 2014). The deadline for interventions and protests on the filing was March 18, 2013 and no protests were filed. On June 25, 2013, the FERC accepted Enable Oklahoma's proposed zonal fuel percentages.

Other Proceedings

The Partnership is involved in other legal, environmental, tax and regulatory proceedings before various courts, regulatory commissions and governmental agencies regarding matters arising in the ordinary course of business. Some of these proceedings involve substantial amounts. The Partnership regularly analyzes current information and, as necessary, provides accruals for probable liabilities on the eventual disposition of these matters. The Partnership does not expect the disposition of these matters to have a material adverse effect on its financial condition, results of operations or cash flows.

(12) Income Taxes

The items comprising income tax expense are as follows:

	Nine months ended September 30,	
	2013	2012
	(In millions)	
Provision (Benefit) for Current Income Taxes		
Federal	$ 1	$ 20
State	1	8
Total Provision (Benefit) for Current Income Taxes	2	28
Provision (Benefit) for Deferred Income Taxes, net		
Federal	$(1,039)	124
State	(158)	8
Total Provision (Benefit) for Deferred Income Taxes, net	(1,197)	132
Total Income Tax Expense (Benefit)	$(1,195)	$ 160

Upon conversion to a limited partnership on May 1, 2013, the Partnership's earnings are no longer subject to income tax (other than Texas state margin taxes) and are taxable at the individual partner level. The Partnership and its subsidiaries are pass-through entities for federal income tax purposes. For these entities, all income, expenses, gains, losses and tax credits generated flow through to their owners and, accordingly, do not result in a provision for income taxes in the financial statements, (other than Texas state margin taxes). Consequently, the Statement of Combined and Consolidated Statements of Income does not include an income tax provision for income earned on or after May 1, 2013 (other than Texas state margin taxes).

The following schedule reconciles the statutory Federal tax rate to the effective income tax rate:

	Nine months ended September 30,	
	2013	2012
Statutory Federal tax rate	35.0 %	35.0%
State income taxes, net of Federal income tax benefit	1.4	2.5
Net Income attributable to noncontrolling interest	(20)	—
Conversion to partnership	(403.9)	—
Other	(1.8)	0.1
Effective income tax rate	(389.3)%	37.6%

As a result of the conversion to a partnership, CenterPoint Energy assumed all outstanding current income tax liabilities and the deferred income tax assets and liabilities were eliminated by recording a provision for income tax benefit equal to $1.24 billion. Therefore, there were no deferred income tax assets and liabilities balances at September 30, 2013. The components of Deferred Income Taxes at December 31, 2012 were as follows:

	December 31, 2012 (In millions)
Deferred tax assets:	
Current:	
Deferred gas costs	$ 29
Other	2
Total current deferred tax assets	31
Non-current:	
Employee benefits	11
Net operating loss carryforwards	8
Regulatory liabilities	—
Other	7
Total non-current deferred tax assets	26
Total deferred tax assets	57
Deferred tax liabilities:	
Non-current:	
Depreciation	1,219
Other	79
Total non-current deferred tax liabilities	1,298
Accumulated deferred income taxes, net	$ 1,241

At September 30, 2013 and December 31, 2012, the Company had no unrecognized tax benefits related to uncertain tax positions. The Company recognizes interest related to unrecognized tax benefits in interest expense and recognizes penalties in other expense.

(13) Reportable Business Segments

The Partnership's determination of reportable business segments considers the strategic operating units under which it manages sales, allocates resources and assesses performance of various products and services to wholesale or retail customers in differing regulatory environments. The accounting policies of the business segments are the same as those described in the summary of significant accounting policies excerpt in Partnership's audited 2012 combined financial statements, which explain that some executive benefit costs of Partnership have not been allocated to business segments. The Partnership uses operating income as the measure of profit or loss for its business segments.

The Partnership's assets and operations are organized into two business segments: (i) gathering and processing, which primarily provides natural gas and crude oil gathering, processing and fractionation services for our producer customers, and (ii) transportation and storage, which provides interstate and intrastate natural gas pipeline transportation and storage service to natural gas producers, utilities and industrial customers. Effective May 1, 2013, the intrastate natural gas pipeline operations acquired from Enogex were combined with the interstate pipelines in the transportation and storage segment and the non-rate regulated natural gas gathering, processing and treating operations acquired from Enogex were combined with field services in the gathering and processing segment.

During the integration of the operations acquired from Enogex, the intrastate natural gas pipelines and non-rate regulated natural gas gathering, processing and treating operations have been identified as separate operating segments, which are aggregated with the respective interstate pipelines and field services operations as the respective (1) transportation and storage and (2) gathering and processing reportable segments.

Financial data for business segments and products and services are as follows:

Nine Months Ended September 30, 2013	Transportation and Storage[1]	Gathering and Processing[2]	Eliminations	Total
		(In millions)		
Revenues[3][4]	$ 784	$ 1,135	$ (254)	$ 1,665
Cost of goods sold excluding depreciation and amortization	406	673	(252)	827
Operation and maintenance	149	155	(2)	302
Depreciation and amortization	68	80	—	148
Impairment	—	12	—	12
Taxes other than income	24	13	—	37
Operating income	$ 137	$ 202	$ —	$ 339
Total assets	$ 5,629	$ 6,832	$ (1,511)	$10,950
Capital expenditures	$ 97	$ 269	$ —	$ 366

Nine Months Ended September 30, 2012	Transportation and Storage[1]	Gathering and Processing[2]	Eliminations	Total
		(In millions)		
Revenues[3][4]	$ 374	$ 350	$ (38)	$ 686
Cost of goods sold excluding depreciation and amortization	35	76	(36)	75
Operation and maintenance	111	82	(2)	191
Depreciation and amortization	43	35	—	78
Taxes other than income	24	4	—	28
Operating income	$ 161	$ 153	$ —	$ 314
Total assets as of December 31, 2012	$ 4,052	$ 2,439	$ (9)	$ 6,482
Capital expenditures	$ 81	$ 396	$ —	$ 477

(1) Transportation and storage recorded equity income $12 million and $20 million for the nine months ended September 30, 2013 and 2012, respectively, from its interest in SESH, a jointly-owned pipeline. These amounts are included in Equity in earnings of equity method affiliates under the Other Income (Expense) caption. Transportation and Storage's investment in SESH was $201 million and $404 million as of September 30, 2013 and December 31, 2012, respectively, and is included in Investments in equity method affiliates. The Partnership reflected a 50% interest in SESH until May 1, 2013 when the Partnership distributed a 25.05% interest in SESH to CenterPoint Energy. See Note 6 for further discussion regarding SESH.

(2) Gathering and processing recorded equity income of zero and $5 million for the nine months ended September 30, 2013 and 2012, respectively, from its 50% interest in a jointly-owned gas processing plant, Waskom. These amounts are included in Equity in earnings of equity method affiliates under the Other Income (Expense) caption. The Partnership consolidated Waskom during the third quarter of 2012. See Note 6 for further discussion regarding Waskom.

(3) Revenues are comprised of gas transportation, storage, gathering and processing revenues.

(4) The Partnership had no external customers accounting for 10% or more of revenues in periods shown.

(14) Subsequent Events

On November 14, 2013, the Partnership distributed $120 million to the unitholders of record as of October 1, 2013.

ENOGEX LLC

2012 FINANCIAL REPORT

GLOSSARY OF TERMS

The following is a glossary of frequently used abbreviations that are found throughout this report.

Abbreviation	Definition
401(k) Plan	Qualified defined contribution retirement plan
ArcLight group	Bronco Midstream Holdings, LLC, Bronco Midstream Holdings II, LLC, collectively
Atoka	Atoka Midstream LLC joint venture
Chesapeake	Chesapeake Energy Marketing, Inc. and Chesapeake Exploration L.L.C.
Code	Internal Revenue Code of 1986
Cordillera	Cordillera Energy Partners III, LLC
EER	Enogex Energy Resources LLC, wholly-owned subsidiary of Enogex (prior to June 30, 2012, the legal name was OGE Energy Resources LLC)
Enogex	Enogex LLC, collectively with its subsidiaries
Enogex Holdings	Enogex Holdings LLC, the parent company of Enogex and a majority-owned subsidiary of OGE Holdings
FERC	Federal Energy Regulatory Commission
GAAP	Accounting principles generally accepted in the United States
MEP	Midcontinent Express Pipeline, LLC
MMBtu	Million British thermal unit
MMcf/d	Million cubic feet per day
NGLs	Natural gas liquids
NYMEX	New York Mercantile Exchange
OG&E	Oklahoma Gas and Electric Company
OGE Energy	OGE Energy Corp., parent company of OGE Holdings
OGE Holdings	OGE Enogex Holdings, LLC, wholly-owned subsidiary of OGE Energy and parent company of Enogex Holdings
Oxbow	Oxbow Midstream, LLC
Pension Plan	Qualified defined benefit retirement plan
PHMSA	U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration
PRM	Price risk management
Restoration of Retirement Income Plan	Supplemental retirement plan to the Pension Plan

ENOGEX LLC

2012 FINANCIAL REPORT

FORWARD-LOOKING STATEMENTS

Except for the historical statements contained herein, the matters discussed in this Report are forward-looking statements that are subject to certain risks, uncertainties and assumptions. Such forward-looking statements are intended to be identified in this document by the words “anticipate”, “believe”, “estimate”, “expect”, “intend”, “objective”, “plan”, “possible”, “potential”, “project” and similar expressions. Actual results may vary materially from those expressed in forward-looking statements. Factors that could cause actual results to differ materially from the forward-looking statements include, but are not limited to:

- general economic conditions, including the availability of credit, access to existing lines of credit, actions of rating agencies and their impact on capital expenditures;
- the ability of Enogex, Enogex Holdings and OGE Energy to access the capital markets and obtain financing on favorable terms as well as inflation rates and monetary fluctuations;
- prices and availability of natural gas and NGLs, each on a stand-alone basis and in relation to each other as well as the processing contract mix between percent-of-liquids, percent-of-proceeds, keep-whole and fixed-fee;
- business conditions in the energy and natural gas midstream industries;
- competitive factors including the extent and timing of the entry of additional competition in the markets served by Enogex;
- unusual weather;
- availability and prices of raw materials for current and future construction projects;
- Federal or state legislation and regulatory decisions and initiatives that affect the energy and natural gas midstream industries;
- environmental laws and regulations that may impact Enogex’s operations;
- changes in accounting standards, rules or guidelines;
- the cost of protecting assets against, or damage due to, terrorism or cyber-attacks and other catastrophic events;
- advances in technology; and
- creditworthiness of suppliers, customers and other contractual parties.

Enogex undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Financial Statements

ENOGEX LLC
CONSOLIDATED STATEMENTS OF INCOME

Year ended December 31 (In millions)	2012	2011	2010
OPERATING REVENUES	**$1,608.6**	$1,787.1	$1,707.7
COST OF GOODS SOLD (exclusive of depreciation and amortization shown below)	**1,120.1**	1,346.6	1,285.1
Gross margin on revenues	**488.5**	440.5	422.6
OPERATING EXPENSES			
Other operation and maintenance	**172.9**	162.5	145.3
Depreciation and amortization	**108.8**	77.6	71.3
Impairment of assets	**0.4**	6.3	1.1
Gain on insurance proceeds	**(7.5)**	(3.0)	—
Taxes other than income	**28.3**	22.0	20.6
Total operating expenses	**302.9**	265.4	238.3
OPERATING INCOME	**185.6**	175.1	184.3
OTHER INCOME (EXPENSE)			
Interest income	**—**	—	0.1
Other income	**1.0**	3.9	0.2
Other expense	**(4.5)**	(1.3)	(0.3)
Net other income (expense)	**(3.5)**	2.6	—
INTEREST EXPENSE			
Interest on long-term debt	**29.1**	21.8	29.0
Other interest charges	**3.5**	1.1	1.4
Interest expense	**32.6**	22.9	30.4
INCOME BEFORE TAXES	**149.5**	154.8	153.9
INCOME TAX EXPENSE (BENEFIT)	**0.2**	0.2	(325.1)
NET INCOME	**149.3**	154.6	479.0
Less: Net income (loss) attributable to noncontrolling interest	**1.5**	(1.3)	2.9
NET INCOME ATTRIBUTABLE TO ENOGEX LLC	**$ 147.8**	$ 155.9	$ 476.1

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Year ended December 31 (In millions)	2012	2011	2010(A)
Net income	**$149.3**	$154.6	$479.0
Other comprehensive income (loss), net of tax			
Pension Plan and Restoration of Retirement Income Plan:			
Amortization of deferred net loss, net of tax of $0.2 in 2010	**2.2**	1.4	0.8
Net gain (loss) arising during the period	**(10.0)**	(12.7)	6.3
Amortization of prior service cost, net of tax of $0.1 in 2010	**(0.1)**	(0.1)	(0.1)
Postretirement plans:			
Amortization of deferred net loss, net of tax of $0.3 in 2010	**1.6**	1.3	0.7
Net loss arising during the period	**(3.0)**	(2.8)	(2.8)
Amortization of deferred net transition obligation	**0.1**	0.2	0.1
Amortization of prior service cost	**(1.2)**	(1.2)	—
Prior service credit arising during the period	**—**	7.0	—
Deferred commodity contracts hedging (gains) losses reclassified in net income, net of tax of $8.5 in 2010	**(5.1)**	40.2	19.9
Deferred commodity contracts hedging gains (losses)	**0.5**	(5.5)	(16.4)
Other comprehensive income (loss), net of tax	**(15.0)**	27.8	8.5
Comprehensive income (loss)	**134.3**	182.4	487.5
Less: Comprehensive income attributable to noncontrolling interest	**1.5**	(1.3)	2.9
Total comprehensive income (loss) attributable to Enogex LLC	**$132.8**	$183.7	$484.6

(A) As of November 1, 2010, Enogex's earnings are no longer subject to tax (other than Texas state margin taxes) and are taxable at the individual partner level.

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS

Year ended December 31 (In millions)	2012	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	**$ 149.3**	$ 154.6	$ 479.0
Adjustments to reconcile net income to net cash provided from operating activities			
Depreciation and amortization	**112.6**	78.2	71.3
Impairment of assets	**0.4**	6.3	1.1
Deferred income taxes, net	**—**	—	(352.7)
(Gain) loss on disposition and abandonment of assets	**4.2**	(2.7)	0.3
Gain on insurance proceeds	**(7.5)**	(3.0)	—
Stock-based compensation expense	**1.7**	4.1	—
Price risk management assets	**5.2**	(2.0)	1.0
Price risk management liabilities	**(5.0)**	18.5	8.1
Other assets	**2.0**	(6.5)	(2.7)
Other liabilities	**6.5**	14.7	7.2
Change in certain current assets and liabilities			
Accounts receivable, net	**5.3**	(8.0)	11.8
Accounts receivable—affiliates	**0.6**	3.1	0.2
Natural gas, natural gas liquids, materials and supplies inventories	**6.1**	(0.1)	(7.0)
Gas imbalance assets	**(7.2)**	0.7	0.6
Other current assets	**0.2**	(0.2)	0.5
Accounts payable	**29.7**	15.3	8.0
Income taxes payable—affiliates	**—**	—	76.5
Gas imbalance liabilities	**(4.7)**	3.0	(5.3)
Other current liabilities	**6.6**	(10.9)	22.7
Net Cash Provided from Operating Activities	**306.0**	265.1	320.6
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital expenditures	**(427.9)**	(412.1)	(234.2)
Acquisition of gathering assets	**(78.6)**	(200.4)	—
Reimbursement of capital expenditures	**—**	—	3.3
Proceeds from sale of assets	**0.9**	17.5	0.9
Proceeds from insurance	**7.6**	7.4	—
Net Cash Used in Investing Activities	**(498.0)**	(587.6)	(230.0)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from long-term debt	**250.0**	—	—
Contributions from parent	**91.2**	285.5	—
Changes in advances with parent	**71.4**	47.3	227.4
Proceeds from line of credit	**—**	150.0	115.0
Distributions to noncontrolling interest partner	**—**	—	(4.0)
Retirement of long-term debt	**—**	—	(289.2)
Purchase of OGE Energy treasury stock	**(5.9)**	—	—
Distributions to parent	**(67.5)**	(133.0)	(49.4)
Repayment of line of credit	**(150.0)**	(25.0)	(90.0)
Net Cash Provided from (Used in) Financing Activities	**189.2**	324.8	(90.2)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**(2.8)**	2.3	0.4
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	**4.6**	2.3	1.9
CASH AND CASH EQUIVALENTS AT END OF PERIOD	**$ 1.8**	$ 4.6	$ 2.3

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED BALANCE SHEETS

December 31 (In millions)	2012	2011
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	**$ 1.8**	$ 4.6
Accounts receivable, less reserve of less than $0.1 each	**134.7**	140.1
Accounts receivable—affiliates	**0.7**	1.3
Natural gas and natural gas liquids inventories	**16.5**	23.7
Materials and supplies, at average cost	**4.9**	3.8
Price risk management	**2.6**	5.7
Gas imbalances	**9.0**	1.8
Assets held for sale	**25.5**	—
Other	**3.7**	3.9
Total current assets	**199.4**	184.9
OTHER PROPERTY AND INVESTMENTS, at cost	**1.5**	1.5
PROPERTY, PLANT AND EQUIPMENT		
In service	**2,869.4**	2,386.5
Construction work in progress	**130.7**	160.6
Total property, plant and equipment	**3,000.1**	2,547.1
Less accumulated depreciation	**738.3**	658.0
Net property, plant and equipment	**2,261.8**	1,889.1
DEFERRED CHARGES AND OTHER ASSETS		
Intangible assets, net	**127.4**	137.0
Goodwill	**39.4**	39.4
Price risk management	**—**	2.1
Other	**21.8**	23.3
Total deferred charges and other assets	**188.6**	201.8
TOTAL ASSETS	**$2,651.3**	$2,277.3

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED BALANCE SHEETS (Continued)

December 31 (In millions)	2012	2011
LIABILITIES AND MEMBER'S INTEREST		
CURRENT LIABILITIES		
Accounts payable	**$ 200.2**	$ 170.5
Advances from parent	**137.5**	66.2
Customer deposits	**1.8**	1.9
Ad valorem taxes	**12.9**	8.5
Accrued interest	**11.2**	11.0
Accrued compensation due to OGE Holdings	**10.7**	12.2
Price risk management	**0.3**	0.4
Gas imbalances	**5.0**	9.7
Other	**14.0**	10.4
Total current liabilities	**393.6**	290.8
LONG-TERM DEBT	**698.4**	598.1
DEFERRED CREDITS AND OTHER LIABILITIES		
Accrued benefit obligations due to OGE Holdings	**79.4**	60.1
Deferred revenues	**37.7**	40.8
Price risk management	**—**	0.1
Other	**5.1**	4.5
Total deferred credits and other liabilities	**122.2**	105.5
Total liabilities	**1,214.2**	994.4
COMMITMENTS AND CONTINGENCIES (NOTE 15)		
MEMBER'S INTEREST		
Member's interest	**1,461.8**	1,295.3
Accumulated other comprehensive loss	**(45.0)**	(30.0)
Total Enogex LLC member's interest	**1,416.8**	1,265.3
Noncontrolling interest	**20.3**	17.6
Total member's interest	**1,437.1**	1,282.9
TOTAL LIABILITIES AND MEMBER'S INTEREST	**$2,651.3**	$2,277.3

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED STATEMENTS OF CAPITALIZATION

December 31 (In millions)		2012	2011
MEMBER'S INTEREST			
Member's interest		**$1,461.8**	$1,295.3
Accumulated other comprehensive loss		**(45.0)**	(30.0)
Total Enogex LLC member's interest		**1,416.8**	1,265.3
Noncontrolling interest		**20.3**	17.6
Total member's interest		**1,437.1**	1,282.9
LONG-TERM DEBT			
SERIES	DUE DATE		
6.875%	Senior Notes, Series Due July 15, 2014	**200.0**	200.0
1.72%	Term Loan Agreement, Due August 2, 2015	**250.0**	—
—%	Revolving Credit Agreement Due December 13, 2016	**—**	150.0
6.25%	Senior Notes, Series Due March 15, 2020	**250.0**	250.0
Unamortized discount		**(1.6)**	(1.9)
Total long-term debt		**698.4**	598.1
Total Capitalization		**$2,135.5**	$1,881.0

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONSOLIDATED STATEMENTS OF CHANGES IN MEMBER'S INTEREST

	Member's Interest	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total
		(In millions)		
Balance at December 31, 2009	$ 521.7	$ (41.1)	$ 20.0	$ 500.6
Contribution of income taxes to parent	34.4	(25.2)	—	9.2
Comprehensive income (loss)				
Net income	476.1	—	2.9	479.0
Other comprehensive income (loss)	—	8.5	—	8.5
Comprehensive income (loss)	476.1	8.5	2.9	487.5
Distributions to parent	(49.4)	—	—	(49.4)
Distributions to noncontrolling interest partner	—	—	(4.0)	(4.0)
Balance at December 31, 2010	$ 982.8	$ (57.8)	$ 18.9	$ 943.9
Comprehensive income (loss)				
Net income (loss)	155.9	—	(1.3)	154.6
Other comprehensive income (loss)	—	27.8	—	27.8
Comprehensive income (loss)	155.9	27.8	(1.3)	182.4
Contributions from parent	285.5	—	—	285.5
Distributions to parent	(133.0)	—	—	(133.0)
Contribution of OGE Energy stock compensation	4.1	—	—	4.1
Balance at December 31, 2011	$1,295.3	$ (30.0)	$ 17.6	$1,282.9
Comprehensive income (loss)				
Net income	**147.8**	**—**	**1.5**	**149.3**
Other comprehensive income (loss)	**—**	**(15.0)**	**—**	**(15.0)**
Comprehensive income (loss)	**147.8**	**(15.0)**	**1.5**	**134.3**
Contributions from parent	**90.0**	**—**	**—**	**90.0**
Contribution from noncontrolling interest partner	**—**	**—**	**1.2**	**1.2**
Distributions to parent	**(67.5)**	**—**	**—**	**(67.5)**
Contribution of OGE Energy stock compensation	**2.1**	**—**	**—**	**2.1**
Purchase of OGE Energy treasury stock	**(5.9)**	**—**	**—**	**(5.9)**
Balance at December 31, 2012	**$1,461.8**	**$ (45.0)**	**$ 20.3**	**$1,437.1**

The accompanying Notes to Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

Organization

Enogex is a Delaware single-member limited liability company, which is wholly-owned by Enogex Holdings, a partnership between OGE Energy and the ArcLight group. Enogex is a provider of integrated natural gas midstream services. Enogex is engaged in the business of gathering, processing, transporting and storing natural gas. Most of Enogex's natural gas gathering, processing, transportation and storage assets are strategically located in the Arkoma and Anadarko basins of Oklahoma and the Texas Panhandle. During the third quarter of 2012, the operations and activities of EER were fully integrated with those of Enogex through the creation of a new commodity management organization. This new organization is intended to facilitate the execution of Enogex's strategy through an enhanced focus on asset optimization and active management of its growing natural gas, NGLs and condensate positions. The operations of EER, including asset management activities, have been included in the natural gas transportation and storage segment and have been restated for all prior periods presented. Enogex's operations are now organized into two business segments: (i) natural gas transportation and storage and (ii) natural gas gathering and processing. Also, Enogex holds a 50 percent ownership interest in Atoka. Enogex consolidates Atoka in its Consolidated Financial Statements as Enogex acts as the managing member of Atoka and has control over the operations of Atoka.

On October 1, 2010, OGE Energy formed Enogex Holdings as a Delaware single-member limited liability company. On October 5, 2010, OGE Energy contributed its equity interest in Enogex to Enogex Holdings.

On October 5, 2010, OGE Energy entered into an investment agreement with the ArcLight group, whereby the ArcLight group contributed $183,150,000 in exchange for a membership interest in Enogex Holdings. As a result of this transaction, the ArcLight group acquired an indirect interest in Enogex and OGE Energy retained an indirect interest in Enogex. The investment agreement provides the ArcLight group the opportunity to increase its ownership interest by providing equity funding for capital expenditures associated with Enogex's business plan. The transaction closed on November 1, 2010. As a result of the investment agreement described above and subsequent disproportionate contributions by the ArcLight group, at December 31, 2012, OGE Energy indirectly owns a 79.9 percent membership interest in Enogex Holdings. See Note 2 for a further discussion.

Upon formation of Enogex Holdings, Enogex's earnings are no longer subject to tax (other than Texas state margin taxes) and are taxable at the individual partner level. As a result of the conversion of Enogex to a partnership, all deferred income tax assets and liabilities were eliminated by recording an income tax benefit and OGE Energy assumed $34.4 million of outstanding current income tax liabilities of Enogex equal to the September 2010 distribution to OGE Energy. Also, the Consolidated Statements of Income does not include an income tax provision for income earned on or after November 1, 2010 other than Texas state margin taxes.

At December 31, 2012, Enogex had six wholly-owned active subsidiaries, including Enogex Gathering & Processing LLC, EER, Enogex Products LLC, Enogex Gas Gathering LLC, Enogex Atoka LLC and Roger Mills Gas Gathering, LLC.

Principles of Consolidation

The Consolidated Financial Statements include the accounts and operations of Enogex and its subsidiaries. All significant intercompany transactions have been eliminated in consolidation.

Basis of Presentation

In the opinion of management, all adjustments necessary to fairly present the consolidated financial position of Enogex at December 31, 2012 and 2011 and the results of its operations and cash flows for the years ended

December 31, 2012, 2011 and 2010, have been included and are of a normal recurring nature except as otherwise disclosed. Management also has evaluated the impact of subsequent events for inclusion in Enogex's Consolidated Financial Statements occurring after December 31, 2012 through February 27, 2013, the date Enogex's financial statements were available to be issued, and, in the opinion of management, Enogex's Consolidated Financial Statements and Notes contain all necessary adjustments and disclosures resulting from that evaluation.

Use of Estimates

In preparing the Consolidated Financial Statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and contingent liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Changes to these assumptions and estimates could have a material effect on Enogex's Consolidated Financial Statements. However, Enogex believes it has taken reasonable, but conservative, positions where assumptions and estimates are used in order to minimize the negative financial impact to Enogex that could result if actual results vary from the assumptions and estimates. In management's opinion, the areas of Enogex where the most significant judgment is exercised includes the determination of Pension Plan assumptions, impairment estimates of long-lived assets (including intangible assets), contingency reserves, asset retirement obligations, fair value and cash flow hedges, the allowance for uncollectible accounts receivable, the valuation of operating revenues, natural gas purchases, purchase and sale contracts, assets and depreciable lives of property, plant and equipment, amortization methodologies related to intangible assets and impairment assessments of goodwill.

Cash and Cash Equivalents

For purposes of the Consolidated Financial Statements, Enogex considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. These investments are carried at cost, which approximates fair value.

Allowance for Uncollectible Accounts Receivable

The allowance for uncollectible accounts receivable for Enogex is calculated based on outstanding accounts receivable balances over 180 days old. In addition, other outstanding accounts receivable balances less than 180 days old are reserved on a case-by-case basis when Enogex believes the collection of specific amounts owed is unlikely to occur. The allowance for uncollectible accounts receivable was less than $0.1 million at December 31, 2012 and 2011.

Credit risk is the risk of financial loss to Enogex if counterparties fail to perform their contractual obligations. Enogex maintains credit policies with regard to its counterparties that management believes minimize overall credit risk. These policies include the evaluation of a potential counterparty's financial position (including credit rating, if available), collateral requirements under certain circumstances, the use of standardized agreements which provide for the netting of cash flows associated with a single counterparty and the monitoring of the financial position of existing counterparties on an ongoing basis.

Natural Gas Inventories

Natural gas inventory is held by Enogex, through its transportation and storage business, to provide operational support for its pipeline deliveries and to manage its leased storage capacity. In an effort to mitigate market price exposures, Enogex may enter into contracts or hedging instruments to protect the cash flows associated with its inventory. All natural gas inventory held by Enogex is valued using moving average cost and is recorded at the lower of cost or market. As part of its asset management activity, Enogex injects and withdraws natural gas into and out of inventory under the terms of its storage capacity contracts. During the years

ended December 31, 2012, 2011 and 2010, Enogex recorded write-downs to market value related to natural gas storage inventory of $5.5 million, $4.8 million and $0.3 million, respectively. The cost of gas associated with sales of natural gas storage inventory is presented in Cost of Goods Sold on the Consolidated Statements of Income.

Gas Imbalances

Gas imbalances occur when the actual amounts of natural gas delivered from or received by Enogex's pipeline system differ from the amounts scheduled to be delivered or received. Imbalances are due to or due from shippers and operators and can be settled in cash or made up in-kind depending on contractual terms. Enogex values all imbalances at an average of current market indices applicable to Enogex's operations, not to exceed net realizable value.

Property, Plant and Equipment

All property, plant and equipment is recorded at cost. Newly constructed plant is added to plant balances at cost which includes contracted services, direct labor, materials, overhead, transportation costs and capitalized interest. Replacements of units of property are capitalized as plant. For assets that belong to a common plant account, the replaced plant is removed from plant balances and charged to Accumulated Depreciation. For assets that do not belong to a common plant account, the replaced plant is removed from plant balances with the related accumulated depreciation and the remaining balance net of any salvage proceeds is recorded as a loss in the Consolidated Statements of Income as Other Expense. Repair and removal costs are included in the Consolidated Statements of Income as Other Operation and Maintenance Expense.

Cox City Plant Fire

On December 8, 2010, a fire occurred at Enogex's Cox City natural gas processing plant destroying major components of one of the four processing trains, representing 120 MMcf/d of the total 180 MMcf/d of capacity, at that facility. The damaged train was replaced and the facility was returned to full service in September 2011. The total cost necessary to return the facility back to full service was $29.6 million. In the fourth quarter of 2011, Enogex received a partial insurance reimbursement of $7.4 million and recognized a gain of $3.0 million on insurance proceeds. In March 2012, Enogex reached a settlement agreement with its insurers in this matter. As a result of the settlement agreement, Enogex received additional reimbursements of $7.6 million and recognized a gain of $7.5 million on insurance proceeds in 2012.

In a period in which Enogex has an event that results in the recognition of a material gain or loss on an event that is covered by insurance proceeds, Enogex records an impairment loss for the book value of the damaged asset and an offsetting gain for insurance proceeds if recovery of the loss is considered probable. To the extent proceeds from an insurance settlement exceed recognized losses, Enogex records a gain on insurance proceeds in earnings as the receipts of proceeds are determined to be probable.

Enogex's property, plant and equipment and related accumulated depreciation are divided into the following major classes at:

December 31, 2012 (In millions)	Total Property, Plant and Equipment	Accumulated Depreciation	Net Property, Plant and Equipment
Natural gas transportation and storage assets	$ 988.6	$ 292.7	$ 695.9
Natural gas gathering and processing assets	2,011.5	445.6	1,565.9
Total property, plant and equipment	$ 3,000.1	$ 738.3	$ 2,261.8

December 31, 2011 (In millions)	Total Property, Plant and Equipment	Accumulated Depreciation	Net Property, Plant and Equipment
Natural gas transportation and storage assets	$ 967.0	$ 277.0	$ 690.0
Natural gas gathering and processing assets	1,580.1	381.0	1,199.1
Total property, plant and equipment	$ 2,547.1	$ 658.0	$ 1,889.1

The unamortized computer software costs were $3.9 million and $4.4 million at December 31, 2012 and 2011, respectively. In 2012, 2011 and 2010, amortization expense for computer software costs was $3.1 million, $1.0 million and $2.2 million, respectively.

Intangible Assets

The following table below summarizes Enogex's intangible assets and related accumulated amortization at:

	Total Intangible Assets	Accumulated Amortization	Net Intangible Assets
		(In millions)	
December 31, 2012			
Customer Contract / Acreage Dedication	**$ 141.9**	**$ 14.5**	**$ 127.4**
December 31, 2011			
Customer Contract / Acreage Dedication	$ 141.9	$ 4.9	$ 137.0

In 2012, 2011 and 2010, amortization expense for intangible assets was $9.6 million, $2.1 million and $0.6 million, respectively, including amortization of certain customer-based intangible assets associated with the acquisition from Cordillera in November 2011, which is included in gross margin for financial reporting purposes.

The following table summarizes Enogex's expected amortization of intangible assets for each of the next five years.

	2013	2014	2015	2016	2017
			(In millions)		
Expected amortization of intangible assets	$9.5	$9.5	$9.5	$9.5	$9.1

Depreciation and Amortization

Depreciation is computed principally on the straight-line method using estimated useful lives of three to 83 years for transportation and storage assets, three to 30 years for gathering and processing assets and three to 15 years for general plant assets. Amortization of intangible assets other than debt costs is computed using the straight-line method over the respective lives of the intangible assets ranging up to 20 years.

The computation of depreciation expense requires judgment regarding the estimated useful lives and salvage value of assets at the time the assets are placed in service. As circumstances warrant, useful lives are adjusted when changes in planned use, changes in estimated production lives of affiliated natural gas basins or other factors indicate that a different life would be more appropriate. Such changes could materially impact future depreciation expense. Changes in useful lives that do not result in the impairment of an asset are recognized prospectively. The computation of amortization expense on intangible assets requires judgment regarding the amortization method used. Intangible assets are amortized on a straight-line basis over their useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible asset are consumed.

Asset Retirement Obligations

Enogex has previously recorded asset retirement obligations that are being amortized over their respective lives ranging from three months to 50 years. Enogex also has certain asset retirement obligations primarily related to Enogex's processing plants and compression sites that have not been recorded because Enogex cannot determine when these obligations will be incurred. Asset retirement obligations and related expense recognized during 2011 were less than $0.1 million.

The following table summarizes changes to Enogex's asset retirement obligations during the year ended December 31, 2012.

	(In millions)
Balance at January 1	$ —
Liabilities incurred[(A)]	0.4
Balance at December 31	$ 0.4

(A) Due to certain Enogex compression assets.

Assessing Impairment of Long-Lived Assets (Including Intangible Assets) and Goodwill

Enogex assesses its long-lived assets, including intangible assets with finite useful lives, for impairment when there is evidence that events or changes in circumstances require an analysis of the recoverability of an asset's carrying amount. Estimates of future cash flows used to test the recoverability of long-lived assets and intangible assets shall include only the future cash flows (cash inflows less associated cash outflows) that are directly associated with and that are expected to arise as a direct result of the use and eventual disposition of the asset. The fair value of these assets is based on third-party evaluations, prices for similar assets, historical data and projected cash flows. An impairment loss is recognized when the sum of the expected future net cash flows is less than the carrying amount of the asset. The amount of any recognized impairment is based on the estimated fair value of the asset subject to impairment compared to the carrying amount of such asset. In 2011, Enogex recorded an impairment loss of $5.0 million, of which $2.5 million was the noncontrolling interest portion (see Note 5), related to the Atoka processing plant. Enogex recorded no other material impairments in 2012, 2011 or 2010.

As a result of the gas gathering acquisitions in November 2011, Enogex recorded goodwill of $39.4 million. Enogex assesses its goodwill for impairment at least annually as of October 1 by comparing the fair value of the reporting unit with its book value, including goodwill. Enogex utilizes the income approach (generally accepted valuation approach) to estimate the fair value of the reporting unit, also giving consideration to alternative methods such as the market and cost approaches. Under the income approach, anticipated cash flows over a period of years plus a terminal value are discounted to present value using appropriate discount rates. Enogex performs its goodwill impairment testing at the natural gas gathering and processing segment reporting unit level. Enogex recorded no impairments of goodwill in 2012.

Revenue Recognition

Operating revenues for gathering, processing, transportation and storage services for Enogex are recorded each month based on the current month's estimated volumes, contracted prices (considering current commodity prices), historical seasonal fluctuations and any known adjustments. The estimates are reversed in the following month and customers are billed on actual volumes and contracted prices. Gas sales are calculated on current-month nominations and contracted prices. Operating revenues associated with the production of NGLs are estimated based on current-month estimated production and contracted prices. These amounts are reversed in the following month and the customers are billed on actual production and contracted prices. Estimated operating revenues are reflected in Accounts Receivable on the Consolidated Balance Sheets and in Operating Revenues on the Consolidated Statements of Income. Enogex's key natural gas producer customers in 2012 included

Chesapeake Energy Marketing Inc., Apache Corporation and Devon Energy Production Company, L.P. In 2012, these customers accounted for 19.6 percent, 17.8 percent and 10.6 percent, respectively, of Enogex's gathering and processing volumes. In 2012, Enogex's top 10 natural gas producer customers accounted for 73.0 percent of Enogex's gathering and processing volumes.

Enogex recognizes revenue from natural gas gathering, processing, transportation and storage services to third parties as services are provided. Revenue associated with NGLs is recognized when the production is sold. Enogex depends on third-party facilities to transport and fractionate NGLs that it delivers to third parties at the inlet of their facilities. Additionally, one third party purchases 50 percent of the NGLs delivered to its system, which accounted for $297.3 million (43.3 percent), $285.4 million (38.8 percent) and $279.8 million (46.0 percent), respectively, of Enogex's total NGLs sales for the years ended December 31, 2012, 2011 and 2010.

Enogex records deferred revenue when it receives consideration from a third party before achieving certain criteria that must be met for revenue to be recognized in accordance with GAAP. In August 2010, Enogex completed construction of transportation and compression facilities necessary to provide gas delivery service to a new natural gas-fired electric generation facility near Pryor, Oklahoma. Aid in Construction payments of $36.4 million received in excess of construction costs were recognized as Deferred Revenues on Enogex's Consolidated Balance Sheet and are being amortized on a straight-line basis of $1.2 million per year over the life of the related firm transportation service agreement under which service commenced in June 2011. Also, in August 2011, Enogex and one of its five largest customers entered into new agreements, effective July 1, 2011, relating to the customer's natural gas gathering and processing volumes on the Oklahoma portion of Enogex's system. As a result, Enogex has recorded $7.1 million in Deferred Revenues on Enogex's Consolidated Balance Sheet at December 31, 2012, which are expected to be recognized based on the estimated average fee per MMBtu processed by the end of 2014. Enogex has also recorded $1.5 million in Deferred Revenues on Enogex's Consolidated Balance Sheet at December 31, 2012 in connection with other gathering and processing agreements.

Enogex engages in asset management and hedging activities related to the purchase and sale of natural gas and NGLs. Contracts utilized in these activities generally include purchases and sales for physical delivery, over-the-counter forward swap and options contracts and exchange traded futures and options. Enogex's transactions that qualify as derivatives are reflected at fair value with the resulting unrealized gains and losses recorded as PRM Assets or Liabilities in the Consolidated Balance Sheets, classified as current or long-term based on their anticipated settlement, or against the brokerage deposits in Other Current Assets. The offsetting unrealized gains and losses from changes in the market value of open contracts are included in Operating Revenues in the Consolidated Statements of Income or in Other Comprehensive Income for derivatives designated and qualifying as cash flow hedges. Contracts resulting in delivery of a commodity are included as sales or purchases in the Consolidated Statements of Income as Operating Revenues or Cost of Goods Sold depending on whether the contract relates to the sale or purchase of the commodity.

Estimates for gas purchases are based on estimated volumes and contracted purchase prices. Estimated gas purchases are included in Accounts Payable on the Consolidated Balance Sheets and in Cost of Goods Sold on the Consolidated Statements of Income.

Normal purchases and normal sales contracts are not recorded in PRM Assets or Liabilities in the Consolidated Balance Sheets and earnings recognition is recorded in the period in which physical delivery of the commodity occurs. Management applies normal purchases and normal sales treatment to: (i) commodity contracts for the purchase and sale of natural gas used in or produced by Enogex's operations and (ii) commodity contracts for the purchase and sale of NGLs produced by Enogex's gathering and processing business.

Income Taxes

Prior to November 1, 2010, Enogex was a member of an affiliated group that filed consolidated income tax returns in the U.S. Federal jurisdiction and various state jurisdictions. Income taxes were generally allocated to each company in the affiliated group based on its stand-alone taxable income or loss. Effective November 1, 2010, Enogex was converted to a partnership for income tax purposes and is not subject to Federal income taxes and most state income taxes, with the exception of Texas state margin taxes. For Federal and state income tax purposes other than Texas, all income, expenses, gains, losses and tax credits generated flow through to the owners, and accordingly do not result in a provision for income taxes.

Accumulated Other Comprehensive Income (Loss)

The following table summarizes the components of accumulated other comprehensive loss at December 31, 2012 and 2011 attributable to Enogex. At both December 31, 2012 and 2011, there was no accumulated other comprehensive loss related to Enogex's noncontrolling interest in Atoka.

December 31 (In millions)	2012	2011
Pension Plan and Restoration of Retirement Income Plan:		
Net loss	**$(36.5)**	$(28.7)
Prior service cost	**0.4**	0.5
Postretirement plans:		
Net loss	**(13.7)**	(12.3)
Prior service cost	**4.6**	5.8
Net transition obligation	**—**	(0.1)
Deferred commodity contracts hedging gains	**0.2**	4.8
Total accumulated other comprehensive loss	**$(45.0)**	$(30.0)

The amounts in accumulated other comprehensive loss at December 31, 2012 that are expected to be recognized into earnings in 2013 are as follows:

	(In millions)
Pension Plan and Restoration of Retirement Income Plan:	
Net loss	$ 2.5
Prior service cost	(0.1)
Postretirement plans:	
Net loss	1.6
Prior service cost	(1.2)
Deferred commodity contracts hedging gains	0.2
Total	$ 3.0

Environmental Costs

Accruals for environmental costs are recognized when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated. Costs are charged to expense if they relate to the remediation of conditions caused by past operations or if they are not expected to mitigate or prevent contamination from future operations. Where environmental expenditures relate to facilities currently in use, such as pollution control equipment, the costs may be capitalized and depreciated over the future service periods. Estimated remediation costs are recorded at undiscounted amounts, independent of any insurance recovery, based on prior experience, assessments and current technology. Accrued obligations are regularly adjusted as environmental assessments and estimates are revised, and remediation efforts proceed. For

sites where Enogex has been designated as one of several potentially responsible parties, the amount accrued represents Enogex's estimated share of the cost. Enogex had no accrued environmental liabilities at December 31, 2012 or 2011.

Related Party Transactions

OGE Energy charged operating costs to Enogex of $28.1 million, $27.0 million and $23.0 million in 2012, 2011 and 2010, respectively. OGE Energy charges operating costs to its subsidiaries based on several factors. Operating costs directly related to specific subsidiaries are assigned to those subsidiaries. Included in operating costs charged by OGE Energy are $2.4 million, $2.0 million and $2.7 million in 2012, 2011 and 2010, respectively, for payroll taxes and depreciation and amortization expense directly related to Enogex's operations. Where more than one subsidiary benefits from certain expenditures, the costs are shared between those subsidiaries receiving the benefits. Operating costs incurred for the benefit of all subsidiaries are allocated among the subsidiaries, either as overhead based primarily on labor costs or using the "Distrigas" method. The Distrigas method is a three-factor formula that uses an equal weighting of payroll, net operating revenues and gross property, plant and equipment. OGE Energy adopted the Distrigas method in January 1996 as a result of a recommendation by the OCC Staff. OGE Energy believes this method provides a reasonable basis for allocating common expenses.

Enogex has a transportation contract with its affiliate, OG&E, to transport natural gas to OG&E's natural gas-fired generation facilities. In each of 2012, 2011 and 2010, Enogex recorded revenues from OG&E of $34.8 million for transporting gas to OG&E's natural gas-fired generating facilities. In 2012, 2011 and 2010, Enogex recorded revenues from OG&E of $12.9 million, $12.7 million and $12.7 million, respectively, for natural gas storage services. In 2012, 2011 and 2010, Enogex also recorded natural gas sales to OG&E of $20.4 million, $34.7 million and $50.3 million, respectively. In 2012, 2011 and 2010, Enogex recorded an expense from OG&E of $12.4 million, $8.1 million and $6.8 million, respectively, for electricity used at Enogex's compression sites.

On July 1, 2009, OG&E and Enogex entered into hedging transactions to offset natural gas long positions at Enogex with short natural gas exposures at OG&E resulting from the cost of generation associated with a wholesale power sales contract with the Oklahoma Municipal Power Authority. These transactions are for 50,000 MMBtu per month from August 2009 to December 2013 (see Note 7).

In 2012 and 2011, the parent made contributions to Enogex of $90.0 million and $285.5 million, respectively. In 2012, 2011 and 2010, Enogex made distributions to the parent of $67.5 million, $133.0 million and $49.4 million, respectively.

Upon formation of Enogex Holdings, Enogex's earnings are no longer subject to tax (other than Texas state margin taxes) and are taxable at the individual partner level. As a result of the conversion of Enogex to a partnership, all deferred income tax assets and liabilities were eliminated by recording an income tax benefit and OGE Energy assumed $34.4 million of outstanding current income tax liabilities of Enogex equal to the September 2010 distribution to OGE Energy. Also, the Consolidated Statements of Income does not include an income tax provision for income earned on or after November 1, 2010 other than Texas state margin taxes.

Omnibus Agreement

On April 1, 2008, Enogex entered into an omnibus agreement with OGE Energy. The omnibus agreement memorializes Enogex's obligation to reimburse OGE Energy for costs incurred on behalf of Enogex and its subsidiaries. Enogex reimburses OGE Energy for: (i) the performance of general and administrative services for Enogex and its subsidiaries, such as legal, accounting, treasury, finance, investor relations, insurance administration and claims processing, risk management, health, safety and environmental, information technology, human resources, credit, payroll, internal audit, taxes, facilities, fleet management and media

services and (ii) the payment of certain operating expenses of Enogex and its subsidiaries, including for compensation and benefits of operating personnel. Pursuant to the Enogex Holdings LLC Agreement, the members agreed to negotiate in good faith to replace the omnibus agreement with a new services agreement between Enogex and OGE Energy. Until the renegotiations are complete, OGE Energy continues to provides services and allocate costs to Enogex on a basis consistent with historical practice.

Seconding Agreement

On December 28, 2010, OGE Energy, OGE Holdings and Enogex Holdings entered into a Seconding Agreement whereby all of Enogex's employees were seconded on January 1, 2011 to OGE Holdings. Under the Seconding Agreement, the employees will continue to perform services for Enogex and Enogex will reimburse OGE Holdings for all employment costs, including compensation and pension obligations, paid during the time of the Seconding Agreement.

Accrued Vacation

Enogex accrues vacation pay monthly by establishing a liability for vacation earned. Vacation may be taken as earned and is charged against the liability. At the end of each year, the liability represents the amount of vacation earned, but not taken. As discussed above, all of Enogex's employees were seconded on January 1, 2011 to OGE Holdings. Therefore, Enogex's vacation obligations are payable to OGE Holdings.

Reclassifications

As discussed in Note 14, during the third quarter of 2012, the operations and activities of EER were fully integrated with those of Enogex through the creation of a new commodity management organization. The operations of EER, including asset management activities, have been included in the natural gas transportation and storage segment and have been restated for all prior periods presented to conform to the 2012 presentation.

2. Investment Agreement with ArcLight

On October 5, 2010, OGE Energy entered into an investment agreement with the ArcLight group, whereby the ArcLight group contributed $183,150,000 in exchange for a membership interest in Enogex Holdings. As part of the investment agreement, OGE Energy and the ArcLight group have agreed to indemnify each other for breaches of representations, warranties and covenants contained in the investment agreement, and, in the case of OGE Energy, for certain tax matters related to Enogex, in each case subject to customary thresholds and survival periods.

Pursuant to the Enogex Holdings LLC Agreement, OGE Holdings' and the ArcLight group's rights to designate directors to the Board of Directors of Enogex Holdings will be determined by percentage ownership. OGE Holdings was initially entitled to designate three directors, and the ArcLight group was initially entitled to designate one director. As its ownership position increases, the ArcLight group will be entitled to increasing board representation. The ArcLight group will also be entitled, at various ownership thresholds, to certain special board approval rights with respect to certain significant actions taken by Enogex Holdings, as well as to appoint additional directors for Enogex Holdings.

To the extent Enogex cannot fund its capital expenditures through internal cash flow and use of its line of credit, Enogex will rely on capital contributions from Enogex Holdings, which, in turn, relies on contributions from OGE Energy and the ArcLight group. Until the ArcLight group owns 50 percent of the equity of Enogex Holdings, the ArcLight group will fund capital contributions in an amount higher than its proportionate interest. If necessary, the ArcLight group will fund between 50 percent and 90 percent of required capital contributions during that period. The remainder of the required capital contributions (i.e., between 10 percent and 50 percent) will be funded by OGE Holdings. In 2011, OGE Energy and the ArcLight group made contributions

to Enogex Holdings of $70.9 million and $214.6 million, respectively, to fund a portion of Enogex's 2011 capital requirements. Effective October 1, 2012, OGE Energy and the ArcLight group made contributions to Enogex Holdings of $45.0 million each to fund a portion of Enogex's 2012 capital requirements.

Pursuant to the Enogex Holdings LLC Agreement, Enogex Holdings will make minimum quarterly distributions equal to the amount of cash required to cover OGE Energy's anticipated tax liabilities plus $12.5 million, to be distributed in proportion to each member's percentage ownership interest. As Enogex Holdings' sole investment is in Enogex, it will rely on distributions from Enogex to fund its distribution obligations to its partners.

Under the terms of the Enogex Holdings LLC Agreement, each member and its affiliates are prohibited from independently pursuing a transaction in which a portion of the relevant assets are located in a designated core operating area, subject to certain exceptions. In addition, each member and its affiliates are prohibited from independently pursuing a transaction in which a portion of the relevant assets are located in a designated area of mutual interest unless (i) in the case of the ArcLight group, the collective ownership interest of the ArcLight group is less than five percent, (ii) the transaction falls within a defined category of passive financial investments, (iii) the proposed transaction has been disapproved by Enogex Holdings or (iv) the fair market value of the assets located in the area of mutual interest constitutes less than 50 percent of the total fair market value of the assets involved in the transaction. A member permitted to pursue a transaction independently pursuant to the foregoing is not required to offer the assets associated with such transaction to Enogex Holdings.

3. Accounting Pronouncements

In December 2011, the Financial Accounting Standards Board issued "Balance Sheet: Disclosures about Offsetting Assets and Liabilities." The new standard requires entities to disclose information about financial instruments and derivative instruments that are either offset on the balance sheet or are subject to a master netting arrangement, including providing both gross information and net information for recognized assets and liabilities, the net amounts presented on an entity's balance sheet and a description of the rights of setoff associated with these assets and liabilities. The new standard is applicable for all entities that have financial instruments and derivative instruments shown using a net presentation on an entity's balance sheet or are subject to a master netting arrangement. On January 31, 2013, the Financial Accounting Standards Board issued an update to this standard clarifying that the scope includes derivatives, including bifurcated embedded derivatives, repurchase agreements and reverse repurchase agreements, and securities borrowing and securities lending transactions that are either offset or are subject to a master netting arrangement or similar agreement. The new standard is effective for interim and annual reporting periods for fiscal years beginning on or after January 1, 2013 and is required to be applied retrospectively for all periods presented. Enogex adopted this new standard effective January 1, 2013 and will provide any additional disclosures necessary to comply with the new standard in its 2013 Annual Report.

In February 2013, the Financial Accounting Standards Board issued "Comprehensive Income: Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income." The new standard requires an entity to provide information about the amounts reclassified out of accumulated other comprehensive income by component. In addition, the new standard requires an entity to present, either on the face of the statement where net income is presented or in the notes, significant amounts reclassified out of accumulated other comprehensive income by the respective line items in net income but only if the amount reclassified is required under GAAP to be reclassified to net income in its entirety in the same reporting period. For other amounts that are not required under GAAP to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures required under GAAP that provide additional detail about those amounts. The new standard is applicable for all entities that issue financial statements that are presented in conformity with GAAP and that report items of other comprehensive income. The new standard is effective for interim and annual reporting periods for fiscal years beginning after December 15, 2012 and is required to be applied prospectively. Enogex adopted this new standard effective January 1, 2013 and will provide any additional disclosures necessary to comply with the new standard in its 2013 Annual Report.

4. Gas Gathering and Processing Acquisitions and Divestitures

Western Oklahoma Gathering Acquisition

On September 23, 2011, Enogex entered into the following agreements: an agreement with Cordillera, Oxbow and West Canadian Midstream LLC pursuant to which Enogex agreed to acquire 100 percent of the membership interest in Roger Mills Gas Gathering, LLC, an Oklahoma limited liability company that owns an approximately 60-mile natural gas gathering system located in Roger Mills County and Ellis County, Oklahoma; an agreement with Cordillera and Oxbow pursuant to which Enogex agreed to acquire an approximately 30-mile natural gas gathering system located in Roger Mills County, Oklahoma; and agreements with Cordillera and other producers pursuant to which such producers agreed to provide Enogex with long-term acreage dedication in the area served by the gathering systems encompassing approximately 100,000 net acres. The gathering systems are located in the Granite Wash area. The aggregate purchase price for these transactions was $200.4 million which was paid in cash primarily from contributions from OGE Energy and the ArcLight group as well as cash generated from operations and bank borrowings. The transactions closed on November 1, 2011.

The acquisition described above was accounted for as a business combination. The following table summarizes the purchase price allocation for this acquisition.

	(In millions)
Current assets	$ 5.4
Net property, plant and equipment	24.3
Intangible assets	136.3
Goodwill	39.4
Current liabilities assumed	(5.0)
Total	$ 200.4

The goodwill recognized from this acquisition primarily related to the benefits associated with combining the acquired assets with Enogex's existing assets and operations. All of the goodwill is deductible for tax purposes. The transactions have provided Enogex with key new opportunities in the Granite Wash area. The goodwill has been recorded in the natural gas gathering and processing segment. At December 31, 2012 and 2011, there were no changes in the recognized amount of goodwill resulting from this acquisition, as discussed in Note 1.

Intangible assets consist of identifiable customer contracts and relationships. The acquired intangible assets are being amortized on a straight-line basis over the estimated useful life of 15 years. The net amount of intangible assets and related accumulated amortization was $125.7 million and $10.6 million at December 31, 2012 and $134.8 million and $1.5 million at December 31, 2011, respectively.

Granite Wash Gathering Acquisition

On August 1, 2012, Enogex entered into agreements with Chesapeake Midstream Gas Services, L.L.C. and Mid-America Midstream Gas Services, L.L.C., wholly-owned subsidiaries of Access Midstream Partners, L.P. and Chesapeake Midstream Development, L.P., respectively, pursuant to which Enogex agreed to acquire approximately 235 miles of natural gas gathering pipelines, right-of-ways and certain other midstream assets that provide natural gas gathering services in the greater Granite Wash area. The transactions closed on August 31, 2012. The aggregate purchase price for these transactions was approximately $78.6 million including reimbursement for certain permitted capital expenditures incurred during the period beginning June 1, 2012 and ending August 31, 2012. Enogex utilized cash generated from operations and bank borrowings to fund the purchase. In addition, Enogex also incurred acquisition-related costs of $3.5 million for sales taxes on acquired assets, which are included in taxes other than income.

The acquisition described above was accounted for as a business combination. The purchase price is preliminary and has been allocated to property, plant and equipment based on the estimated fair values at the acquisition date using a third-party valuation expert. This allocation may change in subsequent financial statements. Enogex is currently evaluating the preliminary purchase price allocation, which will be adjusted as additional information relative to the fair value of assets becomes available. Enogex expects the purchase price allocations to be completed by the end of the first quarter of 2013.

In connection with these agreements, Enogex entered into a gas gathering and processing agreement with Chesapeake effective September 1, 2012 pursuant to which Enogex began providing fee-based natural gas gathering, compression, processing and transportation services to Chesapeake with respect to certain acreage dedicated by Chesapeake.

Texas Panhandle Gathering Divestiture

On January 2, 2013, Enogex and one of its five largest customers entered into new agreements, effective January 1, 2013, relating to the customer's gathering and processing volumes on the Texas portion of Enogex's system. The effects of this new arrangement are (i) a fixed fee processing agreement replaces the previous keep-whole agreement, (ii) the acreage dedicated by the customer to Enogex for gathering and processing in Texas has been increased for an extended term and (iii) the sale by Enogex of certain gas gathering assets in the Texas Panhandle portion of Enogex's system to this customer for cash proceeds of approximately $35 million. The sale of these assets was approved by Enogex's Board of Directors in November 2012, therefore these assets were classified as held for sale on Enogex's Consolidated Balance Sheet at December 31, 2012. Enogex expects to recognize a pre-tax gain of approximately $10 million in the first quarter of 2013 in its natural gas gathering and processing segment from the sale of these assets.

Harrah Gathering and Processing Divestiture

On April 1, 2011, Enogex completed the sale of its Harrah processing plant (38 MMcf/d of capacity) and the associated Wellston and Davenport gathering assets. The proceeds from the sale were $15.9 million and Enogex recorded a pre-tax gain in the second quarter of 2011 of $3.7 million in its natural gas gathering and processing segment.

5. Impairment of Assets

Atoka previously operated a 20 MMcf/d refrigeration processing plant which processed gas gathered in the Atoka area. The processing plant was leased on a month-to-month basis. In August 2011, management made a decision to use third-party processing exclusively for gathered volumes dedicated to Atoka and, therefore, to take the processing plant out of service and return it to the lessor in accordance with the rental agreement. As a result, in August 2011, Enogex recorded an impairment loss of $5.0 million in the natural gas gathering and processing segment associated with the cost it had capitalized in connection with the installation of the leased plant as it will not be able to recover the remaining value of the assets through future cash flows. The noncontrolling interest portion of the impairment loss was $2.5 million which was included in Net Income Attributable to Noncontrolling Interests in Enogex's Consolidated Statement of Income.

6. Fair Value Measurements

The classification of Enogex's fair value measurements requires judgment regarding the degree to which market data are observable or corroborated by observable market data. GAAP establishes a fair value hierarchy that prioritizes the inputs used to measure fair value based on observable and unobservable data. The hierarchy categorizes the inputs into three levels, with the highest priority given to quoted prices in active markets for identical unrestricted assets or liabilities (Level 1) and the lowest priority given to unobservable inputs (Level 3). Financial assets and liabilities are classified in their entirety based on the lowest level of input that is

significant to the fair value measurement. The three levels defined in the fair value hierarchy and examples of each are as follows:

Level 1 inputs are quoted prices in active markets for identical unrestricted assets or liabilities that are accessible at the measurement date. Instruments classified as Level 1 include natural gas futures, swaps and options transactions for contracts traded on the NYMEX and settled through a NYMEX clearing broker.

Level 2 inputs are inputs other than quoted prices in active markets included within Level 1 that are either directly or indirectly observable at the reporting date for the asset or liability for substantially the full term of the asset or liability. Level 2 inputs include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active. Instruments classified as Level 2 include over-the-counter NYMEX natural gas swaps, natural gas basis swaps and natural gas purchase and sales transactions in markets such that the pricing is closely related to the NYMEX pricing.

Level 3 inputs are prices or valuation techniques for the asset or liability that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity). Unobservable inputs reflect the reporting entity's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk).

Enogex utilizes the market approach in determining the fair value of its derivative positions by using either NYMEX published market prices, independent broker pricing data or broker/dealer valuations. The valuations of derivatives with pricing based on NYMEX published market prices may be considered Level 1 if they are settled through a NYMEX clearing broker account with daily margining. Over-the-counter derivatives with NYMEX based prices are considered Level 2 due to the impact of counterparty credit risk. Valuations based on independent broker pricing or broker/dealer valuations may be classified as Level 2 only to the extent they may be validated by an additional source of independent market data for an identical or closely related active market. In certain less liquid markets or for longer-term contracts, forward prices are not as readily available. In these circumstances, contracts are valued using internally developed methodologies that consider historical relationships among various quoted prices in active markets that result in management's best estimate of fair value. These contracts are classified as Level 3.

The impact to the fair value of derivatives due to credit risk is calculated using the probability of default based on Standard & Poor's Ratings Services and/or internally generated ratings. The fair value of derivative assets is adjusted for credit risk. The fair value of derivative liabilities is adjusted for credit risk only if the impact is deemed material.

Contracts with Master Netting Arrangements

Fair value amounts recognized for forward, interest rate swap, option and other conditional or exchange contracts executed with the same counterparty under a master netting arrangement may be offset. The reporting entity's choice to offset or not must be applied consistently. A master netting arrangement exists if the reporting entity has multiple contracts, whether for the same type of conditional or exchange contract or for different types of contracts, with a single counterparty that are subject to a contractual agreement that provides for the net settlement of all contracts through a single payment in a single currency in the event of default on or termination of any one contract. Offsetting the fair values recognized for forward, interest rate swap, option and other conditional or exchange contracts outstanding with a single counterparty results in the net fair value of the transactions being reported as an asset or a liability in the Consolidated Balance Sheets. Enogex has presented the fair values of its derivative contracts under master netting agreements using a net fair value presentation.

The following tables summarize Enogex's assets and liabilities that are measured at fair value on a recurring basis at December 31, 2012 and 2011 as well as reconcile Enogex's commodity contracts fair value to PRM Assets and Liabilities on Enogex's Consolidated Balance Sheets at December 31, 2012 and 2011. There were no Level 3 investments held at December 31, 2012 or 2011.

December 31, 2012	Commodity Contracts		Gas Imbalances[A]	
	Assets	Liabilities	Assets[B]	Liabilities[C]
	(In millions)			
Quoted market prices in active market for identical assets (Level 1)	**$ 5.0**	**$ 5.0**	**$ —**	**$ —**
Significant other observable inputs (Level 2)	**2.6**	**0.5**	**3.1**	**3.8**
Total fair value	**7.6**	**5.5**	**3.1**	**3.8**
Netting adjustments	**(5.0)**	**(5.2)**	**—**	**—**
Total	**$ 2.6**	**$ 0.3**	**$ 3.1**	**$ 3.8**

December 31, 2011	Commodity Contracts		Gas Imbalances[A]	
	Assets	Liabilities	Assets[B]	Liabilities[C]
	(In millions)			
Quoted market prices in active market for identical assets (Level 1)	$ 57.1	$ 52.3	$ —	$ —
Significant other observable inputs (Level 2)	8.2	1.2	1.8	7.7
Total fair value	65.3	53.5	1.8	7.7
Netting adjustments	(57.5)	(53.0)	—	—
Total	$ 7.8	$ 0.5	$ 1.8	$ 7.7

(A) Enogex uses the market approach to fair value its gas imbalance assets and liabilities, using an average of the Inside FERC Gas Market Report for Panhandle Eastern Pipe Line Co. (Texas, Oklahoma Mainline), ONEOK (Oklahoma) and ANR Pipeline (Oklahoma) indices.

(B) Gas imbalance assets exclude fuel reserves for under retained fuel due from shippers of $5.9 million at December 31, 2012 with no comparable item at December 31, 2011, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

(C) Gas imbalance liabilities exclude fuel reserves for over retained fuel due to shippers of $1.2 million and $2.0 million at December 31, 2012 and 2011, respectively, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

The following table summarizes Enogex's assets that are measured at fair value on a recurring basis using significant unobservable inputs (Level 3) during 2011. There were no Level 3 investments held at December 31, 2012 or 2011.

	Commodity Contracts Assets
	2011
	(In millions)
Balance at January 1	$ 13.3
Included Total gains or losses included in other comprehensive income	(5.4)
Settlements	(7.9)
Balance at December 31	$ —

The following table summarizes the fair value and carrying amount of Enogex's financial instruments, including derivative contracts related to Enogex's PRM activities, at:

December 31 (In millions)	2012 Carrying Amount	2012 Fair Value	2011 Carrying Amount	2011 Fair Value
PRM Assets				
Energy Derivative Contracts	**$ 2.6**	**$ 2.6**	$ 7.8	$ 7.8
PRM Liabilities				
Energy Derivative Contracts	**$ 0.3**	**$ 0.3**	$ 0.5	$ 0.5
Long-Term Debt				
Senior Notes	**$ 448.4**	**$493.4**	$ 448.1	$497.9
Revolving Credit Agreement	**—**	**—**	150.0	150.0
Term Loan	**250.0**	**250.0**	—	—

The carrying value of the financial instruments included in the Consolidated Balance Sheets approximates fair value except for long-term debt which is valued at the carrying amount. The valuation of Enogex's energy derivative contracts was determined generally based on quoted market prices. However, in certain instances where market quotes are not available, other valuation techniques or models are used to estimate market values. The valuation of instruments also considers the credit risk of the counterparties. The fair value of Enogex's long-term debt is based on quoted market prices and estimates of current rates available for similar issues with similar maturities and is classified as Level 2 in the fair value hierarchy.

7. Derivative Instruments and Hedging Activities

Enogex is exposed to certain risks relating to its ongoing business operations. The primary risk managed using derivatives instruments is commodity price risk. Enogex is also exposed to credit risk in its business operations.

Commodity Price Risk

Enogex has used forward physical contracts, commodity price swap contracts and commodity price option features to manage Enogex's commodity price risk exposures in the past. Commodity derivative instruments used by Enogex are as follows:

- NGLs put options and NGLs swaps are used to manage Enogex's NGLs exposure associated with its processing agreements;
- natural gas swaps are used to manage Enogex's keep-whole natural gas exposure associated with its processing operations and Enogex's natural gas exposure associated with operating its gathering, transportation and storage assets; and
- natural gas futures and swaps, natural gas options and natural gas commodity purchases and sales are used to manage Enogex's natural gas exposure associated with its storage and transportation contracts and asset management activities.

Normal purchases and normal sales contracts are not recorded in PRM Assets or Liabilities in the Consolidated Balance Sheets and earnings recognition is recorded in the period in which physical delivery of the commodity occurs. Management applies normal purchases and normal sales treatment to: (i) commodity contracts for the purchase and sale of natural gas used in or produced by Enogex's operations and (ii) commodity contracts for the purchase and sale of NGLs produced by Enogex's gathering and processing business.

Enogex recognizes its non-exchange traded derivative instruments as PRM Assets or Liabilities in the Consolidated Balance Sheets at fair value with such amounts classified as current or long-term based on their

anticipated settlement. Exchange traded transactions are settled on a net basis daily through margin accounts with a clearing broker and, therefore, are recorded at fair value on a net basis in Other Current Assets in the Consolidated Balance Sheets.

Credit Risk

Enogex is exposed to certain credit risks relating to its ongoing business operations. Credit risk includes the risk that counterparties that owe Enogex money or energy will breach their obligations. If the counterparties to these arrangements fail to perform, Enogex may be forced to enter into alternative arrangements. In that event, Enogex's financial results could be adversely affected and Enogex could incur losses.

Cash Flow Hedges

For derivatives that are designated and qualify as a cash flow hedge, the effective portion of the change in fair value of the derivative instrument is reported as a component of Accumulated Other Comprehensive Income (Loss) and recognized into earnings in the same period during which the hedged transaction affects earnings. The ineffective portion of a derivative's change in fair value or hedge components excluded from the assessment of effectiveness is recognized currently in earnings. Enogex measures the ineffectiveness of commodity cash flow hedges using the change in fair value method whereby the change in the expected future cash flows designated as the hedge transaction are compared to the change in fair value of the hedging instrument. Forecasted transactions, which are designated as the hedged transaction in a cash flow hedge, are regularly evaluated to assess whether they continue to be probable of occurring. If the forecasted transactions are no longer probable of occurring, hedge accounting will cease on a prospective basis and all future changes in the fair value of the derivative will be recognized directly in earnings.

Enogex designates as cash flow hedges derivatives used to manage commodity price risk exposure for Enogex's NGLs volumes and corresponding keep-whole natural gas resulting from its natural gas processing contracts (processing hedges) and natural gas positions resulting from its natural gas gathering and processing operations and natural gas transportation and storage operations (operational gas hedges). Enogex also designates as cash flow hedges certain derivatives used to manage natural gas commodity exposure for certain natural gas storage inventory positions. Enogex's cash flow hedges at December 31, 2012 mature by the end of the first quarter of 2013.

Fair Value Hedges

For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative as well as the offsetting loss or gain on the hedged item attributable to the hedge risk are recognized currently in earnings. Enogex includes the gain or loss on the hedged items in Operating Revenues as the offsetting loss or gain on the related hedging derivative.

At December 31, 2012 and 2011, Enogex had no derivative instruments that were designated as fair value hedges.

Derivatives Not Designated As Hedging Instruments

Derivative instruments not designated as hedging instruments are utilized in Enogex's asset management activities. For derivative instruments not designated as hedging instruments, the gain or loss on the derivative is recognized currently in earnings.

Quantitative Disclosures Related to Derivative Instruments

At December 31, 2012, Enogex had the following derivative instruments that were designated as cash flow hedges.

	2012 Gross Notional Volume[A] (In millions)
Enogex hedges	
Natural gas sales	3.7

(A) Natural gas in MMBtu.

At December 31, 2012, Enogex had the following derivative instruments that were not designated as hedging instruments.

	Gross Notional Volume[A]	
	Purchases	Sales
	(In millions)	
Natural gas[B]		
Physical[C][D]	7.0	30.1
Fixed Swaps/Futures	16.2	18.5
Basis Swaps	7.3	6.7

(A) Natural gas in MMBtu.

(B) 95.1 percent of the natural gas contracts have durations of one year or less, 2.9 percent have durations of more than one year and less than two years and 2.0 percent have durations of more than two years.

(C) Of the natural gas physical purchases and sales volumes not designated as hedges, the majority are priced based on a monthly or daily index and the fair value is subject to little or no market price risk.

(D) Natural gas physical sales volumes exceed natural gas physical purchase volumes due to the marketing of natural gas volumes purchased via Enogex's processing contracts, which are not derivative instruments and are excluded from the table above.

Balance Sheet Presentation Related to Derivative Instruments

The fair value of the derivative instruments that are presented in Enogex's Consolidated Balance Sheet at December 31, 2012 are as follows:

Instrument	Balance Sheet Location	Fair Value Assets	Fair Value Liabilities
		(In millions)	
Derivatives Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Other Current Assets	**$ —**	**$ 0.5**
Total		**$ —**	**$ 0.5**
Derivatives Not Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Current PRM	**$ 2.2**	**$ —**
	Other Current Assets	**5.0**	**4.7**
Physical Purchases/Sales	Current PRM	**0.4**	**0.3**
Total		**$ 7.6**	**$ 5.0**
Total Gross Derivatives[(A)]		**$ 7.6**	**$ 5.5**

(A) See Note 6 for a reconciliation of Enogex's total derivatives fair value to Enogex's Consolidated Balance Sheet at December 31, 2012.

The fair value of the derivative instruments that are presented in Enogex's Consolidated Balance Sheet at December 31, 2011 are as follows:

Instrument	Balance Sheet Location	Fair Value Assets	Fair Value Liabilities
		(In millions)	
Derivatives Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Other Current Assets	$ 5.2	$ 0.3
Total		$ 5.2	$ 0.3
Derivatives Not Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Current PRM	$ 4.4	$ —
	Other Current Assets	49.9	49.9
Physical Purchases/Sales	Current PRM	3.1	0.4
	Non-Current PRM	0.3	0.1
Financial Options	Other Current Assets	2.4	2.8
Total		$60.1	$ 53.2
Total Gross Derivatives[(A)]		$65.3	$ 53.5

(A) See Note 6 for a reconciliation of Enogex's total derivatives fair value to Enogex's Consolidated Balance Sheet at December 31, 2011.

Income Statement Presentation Related to Derivative Instruments

The following tables present the effect of derivative instruments on Enogex's Consolidated Statement of Income in 2012.

Derivatives in Cash Flow Hedging Relationships

	Amount Recognized in Other Comprehensive Income[(A)]	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) into Income	Amount Recognized in Income
		(In millions)	
Natural Gas Financial Futures/Swaps	**$ 0.5**	**$ 5.2**	**$ —**
Total	**$ 0.5**	**$ 5.2**	**$ —**

(A) The estimated net amount of gains or losses included in Accumulated Other Comprehensive Income (Loss) at December 31, 2012 that is expected to be reclassified into income within the next 12 months is a gain of $0.2 million.

Derivatives Not Designated as Hedging Instruments

	Amount Recognized in Income
	(In millions)
Natural Gas Physical Purchases/Sales	**$ (11.7)**
Natural Gas Financial Futures/Swaps	**0.5**
Total	**$ (11.2)**

The following tables present the effect of derivative instruments on Enogex's Consolidated Statement of Income in 2011.

Derivatives in Cash Flow Hedging Relationships

	Amount Recognized in Other Comprehensive Income	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) into Income	Amount Recognized in Income
		(In millions)	
NGLs Financial Options	$ (8.4)	$ (9.8)	$ —
Natural Gas Financial Futures/Swaps	2.9	(30.4)	—
Total	$ (5.5)	$ (40.2)	$ —

Derivatives Not Designated as Hedging Instruments

	Amount Recognized in Income
	(In millions)
Natural Gas Physical Purchases/Sales	$ (10.0)
Natural Gas Financial Futures/Swaps	2.4
Total	$ (7.6)

The following tables present the effect of derivative instruments on Enogex's Consolidated Statement of Income in 2010.

Derivatives in Cash Flow Hedging Relationships

	Amount Recognized in Other Comprehensive Income	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) into Income	Amount Recognized in Income
		(In millions)	
NGLs Financial Options	$ (9.7)	$ 1.2	$ —
NGLs Financial Futures/Swaps	1.7	(3.7)	—
Natural Gas Financial Futures/Swaps	(14.9)	(25.9)	0.2
Total	$ (22.9)	$ (28.4)	$ 0.2

Derivatives Not Designated as Hedging Instruments

	Amount Recognized in Income
	(In millions)
Natural Gas Physical Purchases/Sales	$ (11.7)
Natural Gas Financial Futures/Swaps	4.0
Total	$ (7.7)

For derivatives designated as cash flow hedges in the tables above, amounts reclassified from Accumulated Other Comprehensive Income (Loss) into income (effective portion) and amounts recognized in income (ineffective portion) for the years ended December 31, 2012, 2011 and 2010, if any, are reported in Operating Revenues. For derivatives not designated as hedges in the tables above, amounts recognized in income for the years ended December 31, 2012, 2011 and 2010, if any, are reported in Operating Revenues.

Credit-Risk Related Contingent Features in Derivative Instruments

In the event Moody's Investors Services or Standard & Poor's Ratings Services were to lower Enogex's senior unsecured debt rating to a below investment grade rating, at December 31, 2012, Enogex would have been required to post $0.2 million of cash collateral to satisfy its obligation under its financial and physical contracts relating to derivative instruments that are in a net liability position at December 31, 2012. In addition, Enogex could be required to provide additional credit assurances in future dealings with third parties, which could include letters of credit or cash collateral.

8. Stock-Based Compensation

In 2008, OGE Energy adopted, and its shareowners approved, the 2008 Stock Incentive Plan. Under the 2008 Stock Incentive Plan, restricted stock, stock options, stock appreciation rights and performance units may be granted to officers, directors and other key employees of OGE Energy and its subsidiaries. OGE Energy has authorized the issuance of up to 2,750,000 shares under the 2008 Stock Incentive Plan.

The following table summarizes Enogex's compensation expense for the years ended December 31, 2012 and 2011 and Enogex's pre-tax compensation expense and related income tax benefit for the year ended December 31, 2010 related to performance units and restricted stock for Enogex employees.

Year ended December 31 (In millions)	2012	2011	2010
Performance units			
Total shareholder return	**$2.3**	$2.1	$1.6
Earnings per share	**1.1**	1.4	0.6
Total performance units	**3.4**	3.5	2.2
Restricted stock	**0.5**	0.6	0.6
Total compensation expense	**$3.9**	$4.1	$2.8
Income tax benefit[(A)]	**$ —**	$ —	$0.9

(A) As of November 1, 2010, Enogex's earnings are no longer subject to tax (other than Texas state margin taxes) and are taxable at the individual partner level.

OGE Energy has issued new shares to satisfy stock option exercises, restricted stock grants and payouts of earned performance units. In 2012, Enogex purchased 117,368 shares of OGE Energy's treasury stock to satisfy the payout of earned performance units and restricted stock grants. Enogex records treasury stock purchases from OGE Energy at cost. Purchased treasury stock is included in Member's Interest in Enogex's Consolidated Balance Sheet. In 2012, 2011 and 2010, there were 12,969 shares, 74,447 shares and 18,559 shares, respectively, of new common stock issued to Enogex's employees pursuant to OGE Energy's stock incentive plans related to exercised stock options, restricted stock grants (net of forfeitures) and payouts of earned performance units. In 2012, there were 5,199 shares of restricted stock returned to OGE Energy to satisfy tax liabilities.

Performance Units

Under the 2008 Stock Incentive Plan, OGE Energy has issued performance units which represent the value of one share of OGE Energy's common stock. The performance units provide for accelerated vesting if there is a change in control (as defined in the 2008 Stock Incentive Plan). Each performance unit is subject to forfeiture if the recipient terminates employment with OGE Energy or a subsidiary prior to the end of the three-year award cycle for any reason other than death, disability or retirement. In the event of death, disability or retirement, a participant will receive a prorated payment based on such participant's number of full months of service during the award cycle, further adjusted based on the achievement of the performance goals during the award cycle.

The performance units granted based on total shareholder return are contingently awarded and will be payable in shares of OGE Energy's common stock subject to the condition that the number of performance units, if any, earned by the employees upon the expiration of a three-year award cycle (i.e., three-year cliff vesting period) is dependent on OGE Energy's total shareholder return ranking relative to a peer group of companies. The performance units granted based on earnings per share are contingently awarded and will be payable in shares of OGE Energy's common stock based on OGE Energy's earnings per share growth over a three-year award cycle (i.e., three-year cliff vesting period) compared to a target set at the time of the grant by the Compensation Committee of OGE Energy's Board of Directors. All of these performance units are classified as equity in OGE Energy's Consolidated Balance Sheet. If there is no or only a partial payout for the performance units at the end of the award cycle, the unearned performance units are cancelled. Payout requires approval of the Compensation Committee of OGE Energy's Board of Directors. Payouts, if any, are all made in common stock and are considered made when the payout is approved by the Compensation Committee.

Performance Units—Total Shareholder Return

The fair value of the performance units based on total shareholder return was estimated on the grant date using a lattice-based valuation model that factors in information, including the expected dividend yield, expected price volatility, risk-free interest rate and the probable outcome of the market condition, over the expected life of the performance units. Compensation expense for the performance units is a fixed amount determined at the grant date fair value and is recognized over the three-year award cycle regardless of whether performance units

are awarded at the end of the award cycle. Dividends are not accrued or paid during the performance period and, therefore, are not included in the fair value calculation. Expected price volatility is based on the historical volatility of OGE Energy's common stock for the past three years and was simulated using the Geometric Brownian Motion process. The risk-free interest rate for the performance unit grants is based on the three-year U.S. Treasury yield curve in effect at the time of the grant. The expected life of the units is based on the non-vested period since inception of the award cycle. There are no post-vesting restrictions related to OGE Energy's performance units based on total shareholder return. The number of performance units granted based on total shareholder return and the assumptions used to calculate the grant date fair value of the performance units based on total shareholder return are shown in the following table.

	2012	2011	2010
Number of units granted to Enogex employees	**46,944**	59,914	47,355
Fair value of units granted	**$ 51.82**	$ 46.09	$ 39.43
Expected dividend yield	**3.0%**	3.2%	3.9%
Expected price volatility	**22.0%**	33.0%	34.0%
Risk-free interest rate	**0.38%**	1.40%	1.42%
Expected life of units (in years)	**2.87**	2.87	2.87

Performance Units—Earnings Per Share

The fair value of the performance units based on earnings per share is based on grant date fair value which is equivalent to the price of one share of OGE Energy's common stock on the date of grant. The fair value of performance units based on earnings per share varies as the number of performance units that will vest is based on the grant date fair value of the units and the probable outcome of the performance condition. OGE Energy reassesses at each reporting date whether achievement of the performance condition is probable and accrues compensation expense if and when achievement of the performance condition is probable. As a result, the compensation expense recognized for these performance units can vary from period to period. There are no post-vesting restrictions related to OGE Energy's performance units based on earnings per share. The number of performance units granted based on earnings per share and the grant date fair value are shown in the following table.

	2011	2010
Number of units granted to Enogex employees	19,971	15,784
Fair value of units granted	$ 41.61	$ 32.44

In 2012, the performance unit grant for Enogex employees that was previously based on earnings per share was changed to a cash payment that entitles Enogex employees to receive from 0 percent to 200 percent of the performance units granted based on the growth in Enogex's EBITDA over a three-year award cycle (i.e., three-year cliff vesting period) compared to a growth target set by the Compensation Committee of OGE Energy's Board of Directors.

Restricted Stock

Under the 2008 Stock Incentive Plan and beginning in 2008, OGE Energy issued restricted stock to certain existing non-officer employees as well as other executives upon hire to attract and retain individuals to be competitive in the marketplace. The restricted stock vests in one-third annual increments. Prior to vesting, each share of restricted stock is subject to forfeiture if the recipient ceases to render substantial services to OGE Energy or a subsidiary for any reason other than death, disability or retirement. These shares may not be sold, assigned, transferred or pledged and are subject to a risk of forfeiture.

The fair value of the restricted stock was based on the closing market price of OGE Energy's common stock on the grant date. Compensation expense for the restricted stock is a fixed amount determined at the grant date

fair value and is recognized as services are rendered by employees over a three-year vesting period. Also, Enogex treats its restricted stock as multiple separate awards by recording compensation expense separately for each tranche whereby a substantial portion of the expense is recognized in the earlier years in the requisite service period. Dividends are accrued and paid during the vesting period and, therefore, are included in the fair value calculation. The expected life of the restricted stock is based on the non-vested period since inception of the three-year award cycle. There are no post-vesting restrictions related to OGE Energy's restricted stock. The number of shares of restricted stock granted related to Enogex's employees and the grant date fair value are shown in the following table.

	2012	2011	2010
Shares of restricted stock granted to Enogex employees	**2,891**	14,526	24,615
Fair value of restricted stock granted	**$51.73**	$ 49.27	$ 40.43

A summary of the activity for OGE Energy's performance units and restricted stock applicable to Enogex's employees at December 31, 2012 and changes in 2012 are shown in the following table.

	Performance Units				Restricted Stock	
	Total Shareholder Return		Earnings Per Share			
	Number of Units	Aggregate Intrinsic Value	Number of Units	Aggregate Intrinsic Value	Number of Shares	Aggregate Intrinsic Value
		(Dollars in millions)				
Units/Shares Outstanding at 12/31/11	185,266		61,755		32,268	
Granted[A]	46,944		—		2,891	
Converted[B]	(70,544)	$ 7.4	(23,515)	$ 2.5	N/A	
Vested	N/A		N/A		(13,928)	$ 0.7
Forfeited	(19,551)		(5,139)		(1,876)	
Units/Shares Outstanding at 12/31/12	142,115	$ 12.1	33,101	$ 3.7	19,355	$ 1.1
Units/Shares Fully Vested at 12/31/12	44,232	$ 5.0	14,743	$ 1.7		

(A) For performance units, this represents the target number of performance units granted. Actual number of performance units earned, if any, is dependent upon performance and may range from 0 percent to 200 percent of the target.

(B) These amounts represent performance units that vested at December 31, 2011 which were settled in February 2012.

A summary of the activity for OGE Energy's non-vested performance units and restricted stock applicable to Enogex's employees at December 31, 2012 and changes in 2012 are shown in the following table.

	Performance Units				Restricted Stock	
	Total Shareholder Return		Earnings Per Share			
	Number of Units	Weighted-Average Grant Date Fair Value	Number of Units	Weighted-Average Grant Date Fair Value	Number of Shares	Weighted-Average Grant Date Fair Value
Units/Shares Non-Vested at 12/31/11	114,722	$ 43.08	38,240	$ 37.47	32,268	$ 43.99
Granted	46,944[A]	$ 51.82	—	$ —	2,891	$ 51.73
Vested	(44,232)	$ 39.43	(14,743)	$ 32.44	(13,928)	$ 42.50
Forfeited	(19,551)	$ 44.71	(5,139)	$ 37.08	(1,876)	$ 43.82
Units/Shares Non-Vested at 12/31/12	97,883	$ 48.60	18,358	$ 41.61	19,355	$ 46.24
Units/Shares Expected to Vest	88,126		16,860		19,355	

(A) For performance units, this represents the target number of performance units granted. Actual number of performance units earned, if any, is dependent upon performance and may range from 0 percent to 200 percent of the target.

Fair Value of Vested Performance Units and Restricted Stock

A summary of Enogex's fair value for its vested performance units and restricted stock is shown in the following table.

Year ended December 31 (In millions)	2012	2011	2010
Performance units			
Total shareholder return	**$1.7**	$1.8	$1.2
Earnings per share	**1.0**	0.9	0.4
Restricted stock	**0.6**	0.5	0.1

Unrecognized Compensation Cost

A summary of Enogex's unrecognized compensation cost for its non-vested performance units and restricted stock and the weighted-average periods over which the compensation cost is expected to be recognized are shown in the following table.

December 31, 2012	Unrecognized Compensation Cost (in millions)	Weighted Average to be Recognized (in years)
Performance units		
Total shareholder return	$ 2.1	1.64
Earnings per share	0.9	1.14
Total performance units	3.0	
Restricted stock	0.3	1.74
Total	$ 3.3	

Stock Options

OGE Energy last issued stock options in 2004 and as of December 31, 2006, all stock options were fully vested and expensed. All stock options have a contractual life of 10 years. A summary of the activity for OGE Energy's stock options applicable to Enogex's employees at December 31, 2012 and changes during 2012 are shown in the following table.

	Number of Options	Weighted-Average Exercise Price	Aggregate Intrinsic Value	Weighted-Average Remaining Contractual Term
			(Dollars in millions)	
Options Outstanding at 12/31/11	4,200	$ 23.57		
Exercised	(2,600)	$ 23.57	$ 0.1	
Options Outstanding at 12/31/12	1,600	$ 23.57	$ 0.1	1.06 years
Options Fully Vested and Exercisable at 12/31/12	1,600	$ 23.57	$ 0.1	1.06 years

A summary of the activity for Enogex's exercised stock options in 2012, 2011 and 2010 are shown in the following table.

Year ended December 31 (In millions)	2012	2011	2010
Intrinsic value[A]	**$0.1**	$0.2	$ —

(A) The difference between the market value on the date of exercise and the option exercise price.

9. Supplemental Cash Flow Information

During 2012, 2011 and 2010, there were no investing or financing activities for Enogex that affected recognized assets and liabilities which did not result in cash receipts or payments. The following table discloses information about cash flow activities that include cash paid for interest, net of interest capitalized, and cash paid for income taxes, net of income tax refunds.

Year ended December 31 (In millions)	2012	2011	2010
SUPPLEMENTAL CASH FLOW INFORMATION			
Cash Paid During the Period for			
Interest (net of interest capitalized)[A]	**$31.0**	$24.2	$ 38.1
Income taxes (net of income tax refunds)[B]	**0.2**	0.2	(32.4)

(A) Net of interest capitalized of $4.5 million, $8.7 million and $2.5 million in 2012, 2011 and 2010, respectively.

(B) As of November 1, 2010, Enogex's earnings are no longer subject to tax (other than Texas state margin taxes) and are taxable at the individual partner level.

10. Income Taxes

The items comprising income tax expense are as follows:

Year ended December 31 (In millions)	2012	2011	2010
Provision for Current Income Taxes			
Federal	**$ —**	$ —	$ 27.0
State	**0.2**	0.2	0.6
Total Provision for Current Income Taxes	**0.2**	0.2	27.6
Benefit for Deferred Income Taxes, net			
Federal	**—**	—	(327.8)
State	**—**	—	(24.9)
Total Benefit for Deferred Income Taxes, net	**—**	—	(352.7)
Total Income Tax Expense (Benefit)	**$0.2**	$0.2	$(325.1)

Prior to November 1, 2010, Enogex was a member of an affiliated group that filed consolidated income tax returns in the U.S. Federal jurisdiction and various state jurisdictions. With few exceptions, Enogex is no longer subject to U.S. Federal tax examinations by tax authorities for years prior to 2009 or state and local tax examinations by tax authorities for years prior to 2005. Income taxes were generally allocated to each company in the affiliated group based on its stand-alone taxable income or loss. Enogex earns Oklahoma state tax credits associated with its investments in natural gas processing facilities which further reduce Enogex's effective tax rate.

Effective November 1, 2010, Enogex was converted to a partnership for income tax purposes and is not subject to Federal income taxes and most state income taxes, with the exception of Texas state margin taxes. For

Federal and state income tax purposes other than Texas, all income, expenses, gains, losses and tax credits generated flow through to the owners, and accordingly do not result in a provision for income taxes.

The following schedule reconciles the statutory Federal tax rate to the effective income tax rate:

Year ended December 31	2012	2011	2010
Statutory Federal tax rate	**—**	—	35.0%
State income taxes, net of Federal income tax benefit	**0.1**	0.1	2.8
Medicare Part D subsidy	**—**	—	1.5
Income attributable to noncontrolling interest	**—**	—	(1.0)
Partnership earnings not subject to income tax	**—**	—	(5.4)
Conversion to partnership	**—**	—	(244.4)
Other	**—**	—	0.3
Effective income tax rate	**0.1%**	0.1%	(211.2)%

At December 31, 2012 and 2011, Enogex had no material unrecognized tax benefits related to uncertain tax positions.

As a result of the conversion to a partnership in 2010, all deferred income tax assets and liabilities were eliminated by recording a provision for income tax benefit of $376.3 million. Therefore, there are no deferred income tax assets and liabilities balances at December 31, 2012 and 2011.

11. Long-Term Debt

A summary of Enogex's long-term debt is included in the Consolidated Statements of Capitalization. At December 31, 2012, Enogex was in compliance with all of its debt agreements.

Enogex has a $400 million revolving credit agreement which expires December 13, 2016. At December 31, 2012, there were no outstanding borrowings under Enogex's revolving credit agreement.

Maturities of Enogex's long-term debt during the next five years consist of $200 million and $250 million in years 2014 and 2015, respectively. There are no maturities of Enogex's long-term debt in years 2013, 2016 or 2017.

Enogex has previously incurred costs related to debt refinancings. Unamortized debt expense is classified as Deferred Charges and Other Assets and the unamortized premium and discount on long-term debt is classified as Long-Term Debt, respectively, in the Consolidated Balance Sheets and are being amortized over the life of the respective debt.

12. Intercompany Agreements

At December 31, 2012 and 2011, there were $137.5 million and $66.2 million, respectively, in outstanding advances from OGE Energy.

Enogex has an intercompany borrowing agreement with OGE Energy whereby Enogex has access to up to $350 million of OGE Energy's revolving credit amount. This agreement has a termination date of April 1, 2015. At December 31, 2012 and 2011, there were $128.1 million and $52.1 million, respectively, in outstanding intercompany borrowings under this agreement, which are included in the outstanding advances from OGE Energy above.

OGE Energy's ability to access the commercial paper market could be adversely impacted by a credit ratings downgrade or major market disruptions. Pricing grids associated with OGE Energy's credit facility could cause annual fees and borrowing rates to increase if an adverse rating impact occurs. The impact of any future downgrade could include an increase in the costs of OGE Energy's and Enogex's short-term borrowings, but a reduction in OGE Energy's or Enogex's credit rating would not result in any defaults or accelerations. Any future downgrade of OGE Energy or Enogex could also lead to higher long-term borrowing costs and, if below investment grade, would require Enogex to post collateral or letters of credit.

13. Retirement Plans and Postretirement Benefit Plans

Pension Plan and Restoration of Retirement Income Plan

Enogex's employees participate in OGE Energy's Pension Plan and Restoration of Retirement Income Plan. In October 2009, OGE Energy's Pension Plan and OGE Energy's 401(k) Plan were amended, effective January 1, 2010 to provide eligible employees a choice to select a future retirement benefit combination from OGE Energy's Pension Plan and OGE Energy's 401(k) Plan.

Employees hired or rehired on or after December 1, 2009 do not participate in the Pension Plan but are eligible to participate in the 401(k) Plan where, for each pay period, OGE Energy contributes to the 401(k) Plan, on behalf of each participant, 200 percent of the participant's contributions up to five percent of compensation.

It is OGE Energy's policy to fund the Pension Plan on a current basis based on the net periodic pension expense as determined by OGE Energy's actuarial consultants. During 2012 and 2011, OGE Energy made contributions to its Pension Plan of $35 million and $50 million, respectively, none of which was Enogex's portion, to help ensure that the Pension Plan maintains an adequate funded status. Such contributions are intended to provide not only for benefits attributed to service to date, but also for those expected to be earned in the future. During 2013, OGE Energy expects to contribute up to $35 million to its Pension Plan, none of which is expected to be Enogex's portion. The expected contribution to the Pension Plan during 2013 would be a discretionary contribution, anticipated to be in the form of cash, and is not required to satisfy the minimum regulatory funding requirement specified by the Employee Retirement Income Security Act of 1974, as amended. OGE Energy could be required to make additional contributions if the value of its pension trust and postretirement benefit plan trust assets are adversely impacted by a major market disruption in the future.

OGE Energy provides a Restoration of Retirement Income Plan to those participants in OGE Energy's Pension Plan whose benefits are subject to certain limitations of the Code. Participants in the Restoration of Retirement Income Plan receive the same benefits that they would have received under OGE Energy's Pension Plan in the absence of limitations imposed by the Federal tax laws. The Restoration of Retirement Income Plan is intended to be an unfunded plan.

The following table presents the status of Enogex's portion of OGE Energy's Pension Plan and Restoration of Retirement Income Plan at December 31, 2012 and 2011. These amounts have been recorded in Accrued Benefit Obligations with the offset in Accumulated Other Comprehensive Loss in Enogex's Consolidated Balance Sheet. The amounts in Accumulated Other Comprehensive Loss represent a net periodic benefit cost to be recognized in the Consolidated Statements of Income in future periods.

December 31 (In millions)	Pension Plan		Restoration of Retirement Income Plan	
	2012	2011	2012	2011
Benefit obligations	**$(81.8)**	$(68.4)	**$(1.2)**	$(0.9)
Fair value of plan assets	**35.1**	36.0	**—**	—
Funded status at end of year	**$(46.7)**	$(32.4)	**$(1.2)**	$(0.9)

The following table summarizes the benefit payments Enogex expects to pay related to its Pension Plan and Restoration of Retirement Income Plan. These expected benefits are based on the same assumptions used to measure OGE Energy's benefit obligation at the end of the year and include benefits attributable to estimated future employee service.

	Projected Benefit Payments (In millions)
2013	$ 5.4
2014	7.8
2015	7.5
2016	7.7
2017	7.9
After 2017	40.0

Plan Investments, Policies and Strategies

The Pension Plan assets are held in a trust which follows an investment policy and strategy designed to reduce the funded status volatility of the Plan by utilizing liability driven investing. The purpose of liability driven investing is to structure the asset portfolio to more closely resemble the pension liability and thereby more effectively hedge against changes in the liability. The investment policy follows a glide path approach that shifts a higher portfolio weighting to fixed income as the Plan's funded status increases. The table below sets forth the targeted fixed income and equity allocations at different funded status levels.

Projected Benefit Obligation Funded Status Thresholds	<90%	95%	100%	105%	110%	115%	120%
Fixed income	50%	58%	65%	73%	80%	85%	90%
Equity	50%	42%	35%	27%	20%	15%	10%
Total	100%	100%	100%	100%	100%	100%	100%

Within the portfolio's overall allocation to equities, the funds are allocated according to the guidelines in the table below.

Asset Class	Target Allocation	Minimum	Maximum
Domestic All-Cap/Large Cap Equity	50%	50%	60%
Domestic Mid-Cap Equity	15%	5%	25%
Domestic Small-Cap Equity	15%	5%	25%
International Equity	20%	10%	30%

OGE Energy has retained an investment consultant responsible for the general investment oversight, analysis, monitoring investment guideline compliance and providing quarterly reports to certain of Enogex's members and OGE Energy's Investment Committee. The various investment managers used by the trust operate within the general operating objectives as established in the investment policy and within the specific guidelines established for each investment manager's respective portfolio.

The portfolio is rebalanced on an annual basis to bring the asset allocations of various managers in line with the target asset allocation listed above. More frequent rebalancing may occur if there are dramatic price movements in the financial markets which may cause the trust's exposure to any asset class to exceed or fall below the established allowable guidelines.

To evaluate the progress of the portfolio, investment performance is reviewed quarterly. It is, however, expected that performance goals will be met over a full market cycle, normally defined as a three to five year

period. Analysis of performance is within the context of the prevailing investment environment and the advisors' investment style. The goal of the trust is to provide a rate of return consistently from three percent to five percent over the rate of inflation (as measured by the national Consumer Price Index) on a fee adjusted basis over a typical market cycle of no less than three years and no more than five years. Each investment manager is expected to outperform its respective benchmark. Below is a list of each asset class utilized with appropriate comparative benchmark(s) each manager is evaluated against:

Asset Class	Comparative Benchmark(s)
Core Fixed Income	Barclays Capital Aggregate Index
Interest Rate Sensitive Fixed Income	Barclays Capital Aggregate Index
Long Duration Fixed Income	Barclays Long Government/Credit
Equity Index	Standard & Poor's 500 Index
All-Cap Equity	Russell 3000 Index
	Russell 3000 Value Index
Mid-Cap Equity	Russell Midcap Index
	Russell Midcap Value Index
Small-Cap Equity	Russell 2000 Index
	Russell 2000 Value Index
International Equity	Morgan Stanley Capital Investment ACWI ex-US

The fixed income manager is expected to use discretion over the asset mix of the trust assets in its efforts to maximize risk-adjusted performance. Exposure to any single issuer, other than the U.S. government, its agencies, or its instrumentalities (which have no limits) is limited to five percent of the fixed income portfolio as measured by market value. At least 75 percent of the invested assets must possess an investment grade rating at or above Baa3 or BBB- by Moody's Investors Services, Standard & Poor's Ratings Services or Fitch Ratings. The portfolio may invest up to 10 percent of the portfolio's market value in convertible bonds as long as the securities purchased meet the quality guidelines. The purchase of any of OGE Energy's equity, debt or other securities is prohibited.

The domestic value equity managers focus on stocks that the manager believes are undervalued in price and earn an average or less than average return on assets, and often pays out higher than average dividend payments. The domestic growth equity manager will invest primarily in growth companies which consistently experience above average growth in earnings and sales, earn a high return on assets, and reinvest cash flow into existing business. The domestic mid-cap equity portfolio manager focuses on companies with market capitalizations lower than the average company traded on the public exchanges with the following characteristics: price/earnings ratio at or near the Russell Midcap Index, small dividend yield, return on equity at or near the Russell Midcap Index and an earnings per share growth rate at or near the Russell Midcap Index. The domestic small-cap equity manager will purchase shares of companies with market capitalizations lower than the average company traded on the public exchanges with the following characteristics: price/earnings ratio at or near the Russell 2000, small dividend yield, return on equity at or near the Russell 2000 and an earnings per share growth rate at or near the Russell 2000. The international global equity manager invests primarily in non-dollar denominated equity securities. Investing internationally diversifies the overall trust across the global equity markets. The manager is required to operate under certain restrictions including: regional constraints, diversification requirements and percentage of U.S. securities. The Morgan Stanley Capital International All Country World ex-US Index is the benchmark for comparative performance purposes. The Morgan Stanley Capital International All Country World ex-US Index is a market value weighted index designed to measure the combined equity market performance of developed and emerging markets countries, excluding the United States. All of the equities which are purchased for the international portfolio are thoroughly researched. Only companies with a market capitalization in excess of $100 million are allowable. No more than five percent of the portfolio can be invested in any one stock at the time of purchase. All securities are freely traded on a recognized stock exchange and there are no 144-A securities and no over-the-counter derivatives. The following investment categories are excluded: options (other

than traded currency options), commodities, futures (other than currency futures or currency hedging), short sales/margin purchases, private placements, unlisted securities and real estate (but not real estate shares).

For all domestic equity investment managers, no more than eight percent (five percent for mid-cap and small-cap equity managers) can be invested in any one stock at the time of purchase and no more than 16 percent (10 percent for mid-cap and small-cap equity managers) after accounting for price appreciation. Options or financial futures may not be purchased unless prior approval of OGE Energy's Investment Committee is received. The purchase of securities on margin is prohibited as is securities lending. Private placement or venture capital may not be purchased. All interest and dividend payments must be swept on a daily basis into a short-term money market fund for re-deployment. The purchase of any of OGE Energy's equity, debt or other securities is prohibited. The purchase of equity or debt issues of the portfolio manager's organization is also prohibited. The aggregate positions in any company may not exceed one percent of the fair market value of its outstanding stock.

Plan Investments

The following tables summarize Enogex's portion of OGE Energy's Pension Plan's investments that are measured at fair value on a recurring basis at December 31, 2012 and 2011. There were no Level 3 investments held by the Pension Plan at December 31, 2012 and 2011.

	December 31, 2012	Level 1	Level 2
		(In millions)	
Common stocks			
U.S. common stocks	$ 232.2	$ 232.2	$ —
Foreign common stocks	39.9	39.9	—
U.S. Government obligations			
U.S. treasury notes and bonds[A]	138.6	138.6	—
Mortgage-backed securities	55.8	—	55.8
Bonds, debentures and notes[B]			
Corporate fixed income and other securities	98.4	—	98.4
Mortgage-backed securities	13.5	—	13.5
Commingled fund[C]	34.9	—	34.9
Common/collective trust[D]	25.6	—	25.6
Foreign government bonds	3.9	—	3.9
U.S. municipal bonds	0.8	—	0.8
Interest-bearing cash	0.2	0.2	—
Forward contracts			
Receivable (foreign currency)	0.4	—	0.4
Payable (foreign currency)	(0.4)	—	(0.4)
Total Plan investments	$ 643.8	$ 410.9	$ 232.9
Receivable from broker for securities sold	0.8		
Interest and dividends receivable	2.8		
Payable to broker for securities purchased	(21.4)		
Plan investments attributable to affiliates	(590.9)		
Total Plan assets	$ 35.1		

	December 31, 2011	Level 1	Level 2
		(In millions)	
Common stocks			
U.S. common stocks	$ 179.7	$179.7	$ —
Foreign common stocks	59.5	59.5	—
U.S. Government obligations			
U.S. treasury notes and bonds(A)	118.8	118.8	—
Mortgage-backed securities	72.0	—	72.0
Other securities	1.0	—	1.0
Bonds, debentures and notes(B)			
Corporate fixed income and other securities	95.3	—	95.3
Mortgage-backed securities	17.2	—	17.2
Commingled fund(E)	38.5	—	38.5
Common/collective trust(D)	29.6	—	29.6
Foreign government bonds	2.9	—	2.9
Interest-bearing cash	2.1	2.1	—
U.S. municipal bonds	1.7	—	1.7
Preferred stocks (foreign)	0.6	0.6	—
Forward contracts			
Receivable (foreign currency)	4.1	—	4.1
Payable (foreign currency)	(4.1)	—	(4.1)
Total Plan investments	$ 618.9	$360.7	$258.2
Receivable from broker for securities sold	4.8		
Interest and dividends receivable	3.1		
Payable to broker for securities purchased	(37.0)		
Plan investments attributable to affiliates	(553.8)		
Total Plan assets	$ 36.0		

(A) This category represents U.S. treasury notes and bonds with a Moody's Investors Services rating of Aaa and Government Agency Bonds with a Moody's Investors Services rating of A1 or higher.

(B) This category primarily represents U.S. corporate bonds with an investment grade rating at or above Baa3 or BBB- by Moody's Investors Services, Standard & Poor's Ratings Services or Fitch Ratings.

(C) This category represents units of participation in a commingled fund that primarily invested in stocks of international companies and emerging markets.

(D) This category represents units of participation in an investment pool which primarily invests in foreign or domestic bonds, debentures, mortgages, equipment or other trust certificates, notes, obligations issued or guaranteed by the U.S. Government or its agencies, bank certificates of deposit, bankers' acceptances and repurchase agreements, high grade commercial paper and other instruments with money market characteristics with a fixed or variable interest rate. There are no restrictions on redemptions in the common/collective trust.

(E) This category represents units of participation in a commingled fund that primarily invest in stocks and bonds of U.S. companies.

The three levels defined in the fair value hierarchy and examples of each are as follows:

Level 1 inputs are quoted prices in active markets for identical unrestricted assets or liabilities that are accessible by the Pension Plan at the measurement date. Instruments classified as Level 1 include investments in common and preferred stocks, U.S. treasury notes and bonds, mutual funds and interest-bearing cash.

Level 2 inputs are inputs other than quoted prices in active markets included within Level 1 that are either directly or indirectly observable at the reporting date for the asset or liability for substantially the full term of the

asset or liability. Level 2 inputs include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active. Instruments classified as Level 2 include corporate fixed income and other securities, mortgage-backed securities, other U.S. Government obligations, commingled fund, a common/collective trust, U.S. municipal bonds, foreign government bonds, a repurchase agreement, money market fund and forward contracts.

Level 3 inputs are prices or valuation techniques for the asset or liability that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity). Unobservable inputs reflect the Plan's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk).

Postretirement Benefit Plans

In addition to providing pension benefits, OGE Energy provides certain medical and life insurance benefits for eligible retired members. Regular, full-time, active employees hired prior to February 1, 2000 whose age and years of credited service total or exceed 80 or have attained at least age 55 with 10 or more years of service at the time of retirement are entitled to postretirement medical benefits while employees hired on or after February 1, 2000 are not entitled to postretirement medical benefits. Eligible retirees must contribute such amount as OGE Energy specifies from time to time toward the cost of coverage for postretirement benefits. The benefits are subject to deductibles, co-payment provisions and other limitations. Enogex charges to expense the postretirement benefit costs.

In January 2011, OGE Energy adopted several amendments to its retiree medical plan. Effective January 1, 2012, OGE Energy's contribution to the medical costs for pre-65 aged eligible retirees are fixed at the 2011 level and OGE Energy covers future annual medical inflationary cost increases up to five percent. Increases in excess of five percent annually are covered by the pre-65 aged retiree in the form of premium increases. Also, effective January 1, 2012, Medicare-eligible retirees are no longer eligible to participate in the retiree medical plan. Instead, OGE Energy began providing Medicare-eligible retirees and their Medicare-eligible spouses an annual fixed contribution to OGE Energy's sponsored health reimbursement arrangement. The contribution was determined based on OGE Energy's expected average 2011 premium for medical and drug coverage. Medicare-eligible retirees are able to purchase individual insurance policies supplemental to Medicare through a third-party administrator and use their health reimbursement arrangement funds for reimbursement of medical premiums and other eligible medical expenses. The effect of these plan amendments was reflected in OGE Energy's 2011 Consolidated Balance Sheet as a reduction to the accumulated postretirement benefit obligation of $6.9 million and an increase in other comprehensive income of $6.9 million.

Plan Investments

The following tables summarize Enogex's portion of OGE Energy's postretirement benefit plans investments that are measured at fair value on a recurring basis at December 31, 2012 and 2011. There were no Level 2 investments held by the postretirement benefit plans at December 31, 2012 and 2011.

	December 31, 2012	Level 1	Level 3
		(In millions)	
Group retiree medical insurance contract[(A)]	$ 53.3	$ —	$ 53.3
Mutual funds investment			
U.S. equity investments	6.0	6.0	—
Money market funds investment	0.3	0.3	—
Total Plan investments	$ 59.6	$ 6.3	$ 53.3
Plan investments attributable to affiliates	(59.6)		
Total Plan assets	$ —		

	December 31, 2011	Level 1	Level 3
		(In millions)	
Group retiree medical insurance contract[(A)]	$ 54.3	$ —	$ 54.3
Mutual funds investment			
U.S. equity investments	5.3	5.3	—
Money market funds investment	0.7	0.7	—
Cash	0.7	0.7	—
Total Plan investments	$ 61.0	$ 6.7	$ 54.3
Plan investments attributable to affiliates	(61.0)		
Total Plan assets	$ —		

(A) This category represents a group retiree medical insurance contract which invests in a pool of common stocks, bonds and money market accounts, of which a significant portion is comprised of mortgage-backed securities.

The postretirement benefit plans Level 3 investment includes an investment in a group retiree medical insurance contract. The unobservable input included in the valuation of the contract includes the approach for determining the allocation of the postretirement benefit plans pro-rata share of the total assets in the contract.

The following table summarizes the postretirement benefit plans investments that are measured at fair value on a recurring basis using significant unobservable inputs (Level 3).

Year ended December 31 (In millions)	2012
Group retiree medical insurance contract	
Beginning balance	**$54.3**
Net unrealized gains related to instruments held at the reporting date	**5.5**
Interest income	**1.2**
Dividend income	**0.6**
Realized gains	**0.6**
Administrative expenses and charges	**(0.1)**
Claims paid	**(8.8)**
Ending balance	**$53.3**

The following table presents the status of Enogex's portion of OGE Energy's postretirement benefit plans at December 31, 2012 and 2011. These amounts have been recorded in Accrued Benefit Obligations with the offset in Accumulated Other Comprehensive Loss in Enogex's Consolidated Balance Sheet. The amounts in Accumulated Other Comprehensive Loss represent a net periodic benefit cost to be recognized in the Consolidated Statements of Income in future periods.

December 31 (In millions)	2012	2011
Benefit obligations	$(31.3)	$(26.5)
Fair value of plan assets	—	—
Funded status at end of year	$(31.3)	$(26.5)

The assumed health care cost trend rates have a significant effect on the amounts reported for postretirement medical benefit plans. Future health care cost trend rates are assumed to be 8.55 percent in 2013 with the rates

trending downward to 4.48 percent by 2028. A one-percentage point change in the assumed health care cost trend rate would have the following effects:

ONE-PERCENTAGE POINT INCREASE

Year ended December 31 (In millions)	2012	2011	2010
Effect on aggregate of the service and interest cost components	$ —	$ —	$0.3
Effect on accumulated postretirement benefit obligations	—	—	0.1

ONE-PERCENTAGE POINT DECREASE

Year ended December 31 (In millions)	2012	2011	2010
Effect on aggregate of the service and interest cost components	**$ —**	$ —	$0.3
Effect on accumulated postretirement benefit obligations	**0.1**	0.1	0.2

Medicare Prescription Drug, Improvement and Modernization Act of 2003

The Medicare Prescription Drug, Improvement and Modernization Act of 2003 expanded coverage for prescription drugs. The following table summarizes the gross benefit payments Enogex expects to pay related to its postretirement benefit plans, including prescription drug benefits.

	Gross Projected Postretirement Benefit Payments (In millions)
2013	$ 1.1
2014	1.2
2015	1.3
2016	1.5
2017	1.6
After 2017	9.4

Obligations and Funded Status

The following table presents the status of Enogex's portion of OGE Energy's Pension Plan, the Restoration of Retirement Income Plan and the postretirement benefit plans for Enogex's portion of the benefit obligation for OGE Energy's Pension Plan and the Restoration of Retirement Income Plan represents the projected benefit obligation, while the benefit obligation for the postretirement benefit plans represents the accumulated postretirement benefit obligation. The accumulated postretirement benefit obligation for OGE Energy's Pension Plan and Restoration of Retirement Income Plan differs from the projected benefit obligation in that the former includes no assumption about future compensation levels. The accumulated postretirement benefit obligation for the Pension Plan and the Restoration of Retirement Income Plan at December 31, 2012 was $73.4 million and $1.2 million, respectively. The accumulated postretirement benefit obligation for the Pension Plan and the Restoration of Retirement Income Plan at December 31, 2011 was $60.7 million and $0.8 million, respectively.

The details of the funded status of the Pension Plan, the Restoration of Retirement Income Plan and the postretirement benefit plans and the amounts included in the Balance Sheets are as follows:

December 31 (In millions)	Pension Plan		Restoration of Retirement Income Plan		Postretirement Benefit Plans	
	2012	2011	2012	2011	2012	2011
Change in Benefit Obligation						
Beginning obligations	**$(68.4)**	$(54.0)	**$ (0.9)**	$ (0.8)	**$(26.5)**	$(29.1)
Service cost	**(4.1)**	(3.8)	**(0.1)**	(0.1)	**(0.8)**	(0.6)
Interest cost	**(3.1)**	(3.2)	**—**	—	**(1.2)**	(1.1)
Plan amendments	**—**	—	**—**	—	**—**	6.9
Participants' contributions	**—**	—	**—**	—	**(0.2)**	(0.4)
Medicare subsidies received	**—**	—	**—**	—	**—**	(0.1)
Actuarial gains (losses)	**(10.9)**	(10.1)	**(0.2)**	—	**(3.0)**	(2.8)
Benefits paid	**4.7**	2.7	**—**	—	**0.4**	0.7
Ending obligations	**$(81.8)**	$(68.4)	**$ (1.2)**	$ (0.9)	**$(31.3)**	$(26.5)
Change in Plans' Assets						
Beginning fair value	**$ 36.0**	$ 38.2	**$ —**	$ —	**$ —**	$ —
Actual return on plans' assets	**3.8**	0.5	**—**	—	**—**	—
Employer contributions	**—**	—	**—**	—	**0.2**	0.2
Participants' contributions	**—**	—	**—**	—	**0.2**	0.4
Medicare subsidies received	**—**	—	**—**	—	**—**	0.1
Benefits paid	**(4.7)**	(2.7)	**—**	—	**(0.4)**	(0.7)
Ending fair value	**$ 35.1**	$ 36.0	**$ —**	$ —	**$ —**	$ —
Funded status at end of year	**$(46.7)**	$(32.4)	**$ (1.2)**	$ (0.9)	**$(31.3)**	$(26.5)

Net Periodic Benefit Cost

Year ended December 31 (In millions)	Pension Plan			Restoration of Retirement Income Plan			Postretirement Benefit Plans		
	2012	2011	2010	2012	2011	2010	2012	2011	2010
Service cost	**$ 4.1**	$ 3.8	$ 3.3	**$ 0.1**	$ 0.1	$0.1	**$ 0.8**	$ 0.6	$0.7
Interest cost	**3.1**	3.2	2.6	**—**	—	—	**1.2**	1.1	1.4
Expected return on plan assets	**(2.7)**	(3.2)	(2.9)	**—**	—	—	**—**	—	—
Amortization of transition obligation	**—**	—	—	**—**	—	—	**0.1**	0.1	0.1
Amortization of net loss	**2.3**	1.4	1.3	**—**	—	—	**1.6**	1.3	0.9
Amortization of unrecognized prior service cost[A]	**(0.1)**	(0.1)	(0.1)	**—**	—	—	**(1.2)**	(1.2)	—
Net periodic benefit cost[B]	**$ 6.7**	$ 5.1	$ 4.2	**$ 0.1**	$ 0.1	$0.1	**$ 2.5**	$ 1.9	$3.1

(A) Unamortized prior service cost is amortized on a straight-line basis over the average remaining service period to the first eligibility age of participants who are expected to receive a benefit and are active at the date of the plan amendment.

(B) The capitalized portion of the net periodic pension benefit cost was $0.8 million, $0.7 million and $0.6 million at December 31, 2012, 2011 and 2010, respectively. The capitalized portion of the net periodic postretirement benefit cost was $0.7 million, $0.4 million and $0.6 million at December 31, 2012, 2011 and 2010, respectively.

Rate Assumptions

Year ended December 31	Pension Plan and Restoration of Retirement Income Plan			Postretirement Benefit Plans		
	2012	2011	2010	2012	2011	2010
Discount rate	**3.70%**	4.50%	5.30%	**3.60%**	4.50%	5.30%
Rate of return on plans' assets	**8.00%**	8.00%	8.50%	**N/A**	N/A	N/A
Compensation increases	**4.20%**	4.40%	4.40%	**N/A**	N/A	N/A
Assumed health care cost trend:						
Initial trend	**N/A**	N/A	N/A	**8.55%**	8.75%	8.99%
Ultimate trend rate	**N/A**	N/A	N/A	**4.48%**	4.48%	5.00%
Ultimate trend year	**N/A**	N/A	N/A	**2028**	2028	2020

N/A—not applicable

The overall expected rate of return on plan assets assumption remained at 8.00 percent in 2011 and 2012 in determining net periodic benefit cost due to recent returns on OGE Energy's long-term investment portfolio. The rate of return on plan assets assumption is the average long-term rate of earnings expected on the funds currently invested and to be invested for the purpose of providing benefits specified by the Pension Plan or postretirement benefit plans. This assumption is reexamined at least annually and updated as necessary. The rate of return on plan assets assumption reflects a combination of historical return analysis, forward-looking return expectations and the plans' current and expected asset allocation.

Post-Employment Benefit Plan

Disabled employees receiving benefits from OGE Energy's Group Long-Term Disability Plan are entitled to continue participating in OGE Energy's Medical Plan along with their dependents. The post-employment benefit obligation represents the actuarial present value of estimated future medical benefits that are attributed to employee service rendered prior to the date as of which such information is presented. The obligation also includes future medical benefits expected to be paid to current employees participating in OGE Energy's Group Long-Term Disability Plan and their dependents, as defined in OGE Energy's Medical Plan.

The post-employment benefit obligation is determined by an actuary on a basis similar to the accumulated postretirement benefit obligation. The estimated future medical benefits are projected to grow with expected future medical cost trend rates and are discounted for interest at the discount rate and for the probability that the participant will discontinue receiving benefits from OGE Energy's Group Long-Term Disability Plan due to death, recovery from disability, or eligibility for retiree medical benefits. Enogex's post-employment benefit obligation was $0.2 million and $0.3 million at December 31, 2012 and 2011, respectively.

401(k) Plan

OGE Energy provides a 401(k) Plan. Each regular full-time employee of OGE Energy or a participating affiliate is eligible to participate in the 401(k) Plan immediately. All other employees of OGE Energy or a participating affiliate are eligible to become participants in the 401(k) Plan after completing one year of service as defined in the 401(k) Plan. Participants may contribute each pay period any whole percentage between two percent and 19 percent of their compensation, as defined in the 401(k) Plan, for that pay period. Participants who have attained age 50 before the close of a year are allowed to make additional contributions referred to as "Catch-Up Contributions," subject to certain limitations of the Code. Participants may designate, at their discretion, all or any portion of their contributions as: (i) a before-tax contribution under Section 401(k) of the Code subject to the limitations thereof; or (ii) a contribution made on an after-tax basis. The 401(k) Plan also includes an eligible automatic contribution arrangement and provides for a qualified default investment alternative consistent with the U.S. Department of Labor regulations. Participants may elect, in accordance with the 401(k) Plan procedures, to have his or her future salary deferral rate to be automatically increased annually on a date and in an amount as specified by the participant in such election.

The 401(k) Plan was amended in October 2009, as discussed previously, whereby participants could select from the options below.

Employment Date	Option 1	Option 2	Option 3
Before February 1, 2000	< 20 years of service—50% Company match up to 6% of compensation > 20 years of service—75% Company match up to 6% of compensation	200% Company match up to 5% of compensation	100% Company match up to 6% of compensation
After February 1, 2000 and before December 1, 2009	100% Company match up to 6% of compensation	200% Company match up to 5% of compensation	N/A
After December 1, 2009	200% Company match up to 5% of compensation	N/A	N/A

No OGE Energy contributions are made with respect to a participant's Catch-Up Contributions, rollover contributions, or with respect to a participant's contributions based on overtime payments, pay-in-lieu of overtime for exempt personnel, special lump-sum recognition awards and lump-sum merit awards included in compensation for determining the amount of participant contributions. Once made, OGE Energy's contribution may be directed to any available investment option in the 401(k) Plan. OGE Energy match contributions vest over a three-year period. After two years of service, participants become 20 percent vested in their OGE Energy contribution account and become fully vested on completing three years of service. In addition, participants fully vest when they are eligible for normal or early retirement under the Pension Plan, in the event of their termination due to death or permanent disability or upon attainment of age 65 while employed by OGE Energy or its affiliates. Enogex contributed $3.6 million, $3.0 million and $2.5 million in 2012, 2011 and 2010, respectively, to the 401(k) Plan.

Deferred Compensation Plan

OGE Energy provides a nonqualified deferred compensation plan which is intended to be an unfunded plan. The plan's primary purpose is to provide a tax-deferred capital accumulation vehicle for a select group of management, highly compensated employees and non-employee members of the Board of Directors of OGE Energy and to supplement such employees' 401(k) Plan contributions as well as offering this plan to be competitive in the marketplace.

Eligible employees who enroll in the plan have the following deferral options: (i) eligible employees may elect to defer up to a maximum of 70 percent of base salary and 100 percent of annual bonus awards or (ii) eligible employees may elect a deferral percentage of base salary and bonus awards based on the deferral percentage elected for a year under the 401(k) Plan with such deferrals to start when maximum deferrals to the qualified 401(k) Plan have been made because of limitations in that plan. Eligible directors who enroll in the plan may elect to defer up to a maximum of 100 percent of directors' meeting fees and annual retainers. OGE Energy matches employee (but not non-employee director) deferrals to make up for any match lost in the 401(k) Plan because of deferrals to the deferred compensation plan, and to allow for a match that would have been made under the 401(k) Plan on that portion of either the first six percent of total compensation or the first five percent of total compensation, depending on the option the participant elected under the choice provided to eligible employees in the qualified 401(k) Plan discussed above, deferred that exceeds the limits allowed in the 401(k) Plan. Matching credits vest based on years of service, with full vesting after three years or, if earlier, on retirement, disability, death, a change in control of OGE Energy or termination of the plan. Deferrals, plus any OGE Energy match, are credited to a recordkeeping account in the participant's name. Earnings on the deferrals are indexed to the assumed investment funds selected by the participant. In 2012, those investment options

included an OGE Energy Common Stock fund, whose value was determined based on the stock price of OGE Energy's Common Stock, and various money market, bond and equity funds.

Supplemental Executive Retirement Plan

OGE Energy provides a supplemental executive retirement plan in order to attract and retain lateral hires or other executives designated by the Compensation Committee of OGE Energy's Board of Directors who may not otherwise qualify for a sufficient level of benefits under OGE Energy's Pension Plan and Restoration of Retirement Income Plan. The supplemental executive retirement plan is intended to be an unfunded plan and not subject to the benefit limitations of the Code.

14. Report of Business Segments

Previously, Enogex's business was divided into three segments as follows: (i) natural gas transportation and storage, (ii) natural gas gathering and processing and (iii) natural gas marketing. During the third quarter of 2012, the operations and activities of EER were fully integrated with those of Enogex through the creation of a new commodity management organization. The operations of EER, including asset management activities, have been included in the natural gas transportation and storage segment and have been restated for all prior periods presented. As a result of this change, Enogex's business is now divided into two segments for financial reporting purposes as follows: (i) natural gas transportation and storage and (ii) natural gas gathering and processing. Intersegment revenues are recorded at prices comparable to those of unaffiliated customers and are affected by regulatory considerations. In reviewing its segment operating results, Enogex focuses on operating income as its measure of segment profit and loss, and, therefore, has presented this information below. The following tables summarize the results of Enogex's business segments for the years ended December 31, 2012, 2011 and 2010.

2012	Natural Gas Transportation and Storage	Natural Gas Gathering and Processing	Eliminations	Total
		(In millions)		
Operating revenues	$ 639.5	$ 1,222.6	$ (253.5)	$1,608.6
Cost of goods sold	504.9	868.7	(253.5)	1,120.1
Gross margin on revenues	134.6	353.9	—	488.5
Other operation and maintenance	49.8	123.1	—	172.9
Depreciation and amortization	24.0	84.8	—	108.8
Impairment of assets	—	0.4	—	0.4
Gain on insurance proceeds	—	(7.5)	—	(7.5)
Taxes other than income	15.7	12.6	—	28.3
Operating income	$ 45.1	$ 140.5	$ —	$ 185.6
Total assets	$ 2,330.8	$ 1,868.6	$ (1,548.1)	$2,651.3
Capital expenditures[A]	$ 32.0	$ 475.4	$ (0.9)	$ 506.5

(A) Includes $78.6 million related to the acquisition of certain gas gathering assets as discussed in Note 4.

2011	Natural Gas Transportation and Storage	Natural Gas Gathering and Processing	Eliminations	Total
		(In millions)		
Operating revenues	$ 880.1	$ 1,167.1	$ (260.1)	$1,787.1
Cost of goods sold	736.0	870.7	(260.1)	1,346.6
Gross margin on revenues	144.1	296.4	—	440.5
Other operation and maintenance	50.7	111.8	—	162.5
Depreciation and amortization	22.0	55.6	—	77.6
Impairment of assets	—	6.3	—	6.3
Gain on insurance proceeds	—	(3.0)	—	(3.0)
Taxes other than income	15.0	7.0	—	22.0
Operating income	$ 56.4	$ 118.7	$ —	$ 175.1
Total assets	$ 1,836.9	$ 1,483.8	$ (1,043.4)	$2,277.3
Capital expenditures[A]	$ 41.1	$ 572.0	$ (0.6)	$ 612.5

(A) Includes $200.4 million related to the acquisition of certain gas gathering assets as discussed in Note 4.

2010	Natural Gas Transportation and Storage	Natural Gas Gathering and Processing	Eliminations	Total
		(In millions)		
Operating revenues	$ 984.8	$ 1,005.6	$ (282.7)	$1,707.7
Cost of goods sold	834.5	733.3	(282.7)	1,285.1
Gross margin on revenues	150.3	272.3	—	422.6
Other operation and maintenance	53.8	91.5	—	145.3
Depreciation and amortization	21.2	50.1	—	71.3
Impairment of assets	0.7	0.4	—	1.1
Taxes other than income	14.2	6.4	—	20.6
Operating income	$ 60.4	$ 123.9	$ —	$ 184.3
Total assets	$ 1,316.6	$ 973.8	$ (533.1)	$1,757.3
Capital expenditures	$ 72.6	$ 164.0	$ (2.4)	$ 234.2

15. Commitments and Contingencies

Operating Lease Obligations

Enogex has operating lease obligations expiring at various dates. Future minimum payments for noncancellable operating leases are as follows:

Year ended December 31 (In millions)	2013	2014	2015	2016	2017	After 2017	Total
Noncancellable operating leases	$5.2	$3.7	$3.5	$3.4	$0.7	$ —	$16.5

Payments for operating lease obligations were $7.9 million, $6.2 million and $4.8 million for the years ended December 31, 2012, 2011 and 2010, respectively.

Noncancellable Operating Leases

Enogex currently occupies 134,219 square feet of office space at its executive offices under a lease that expires March 31, 2017. The lease payments are $11.3 million over the lease term which began April 1, 2012. This lease has rent escalations which increase after five and 10 years if the lease is renewed.

Enogex currently has 17 compression service agreements, of which 10 agreements are on a month-to-month basis, three agreements will expire in 2013, two agreements will expire in 2016 and two agreements will expire in 2017. Enogex also has eight gas treating agreements, of which six agreements are on a month-to-month basis, one agreement will expire in 2013 and one agreement will expire in 2014.

Other Purchase Obligations and Commitments

Enogex's other future purchase obligations and commitments estimated for the next five years are as follows:

	2013	2014	2015	2016	2017	Total
	(In millions)					
Other purchase obligations and commitments						
EER commitments	$11.9	$10.8	$4.7	$0.8	$—	$28.2
Total other purchase obligations and commitments	$11.9	$10.8	$4.7	$0.8	$—	$28.2

EER Commitments

In 2004, EER entered into a firm transportation service agreement with Cheyenne Plains, who operates the Cheyenne Plains Pipeline that provides firm transportation services in Wyoming, Colorado and Kansas, for 60,000 decatherms/day of firm capacity on the pipeline. The firm transportation service agreement was for a 10-year term beginning with the in-service date of the Cheyenne Plains Pipeline in March 2005 with an annual demand fee of $7.4 million. Effective March 1, 2007, EER and Cheyenne Plains amended the firm transportation service agreement to provide for EER to turn back 20,000 decatherms/day of its capacity beginning in January 2008 for the remainder of the term.

In 2006, Enogex entered into a firm capacity agreement with MEP for a primary term of 10 years (subject to possible extension) that gives MEP and its shippers access to capacity on Enogex's system. The quantity of capacity subject to the MEP capacity agreement is currently 272 MMcf/d, with the quantity subject to being increased by mutual agreement pursuant to the capacity agreement. In 2009, EER entered into a firm transportation service agreement with MEP for 10,000 decatherms/day of firm capacity on the pipeline. The firm transportation service agreement was for a five-year term beginning with the in-service date of the MEP pipeline in June 2009 with an annual demand fee of $2.1 million.

Environmental Laws and Regulations

The activities of Enogex are subject to stringent and complex Federal, state and local laws and regulations governing environmental protection including the discharge of materials into the environment. These laws and regulations can restrict or impact Enogex's business activities in many ways, such as restricting the way it can handle or dispose of its wastes, requiring remedial action to mitigate pollution conditions that may be caused by its operations or that are attributable to former operators, regulating future construction activities to mitigate harm to threatened or endangered species and requiring the installation and operation of pollution control equipment. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal penalties, the imposition of remedial requirements and the issuance of orders enjoining future operations. Enogex believes that its operations are in substantial compliance with current Federal, state and local environmental standards.

Environmental regulation can increase the cost of planning, design, initial installation and operation of Enogex's facilities. Historically, Enogex's total expenditures for environmental control facilities and for remediation have not been significant in relation to its consolidated financial position or results of operations. Enogex believes, however, that it is reasonably likely that the trend in environmental legislation and regulations will continue towards more restrictive standards. Compliance with these standards is expected to increase the cost of conducting business.

Enogex is managing several significant uncertainties about the scope and timing for the acquisition, installation and operation of additional pollution control equipment and compliance costs for a variety of the EPA rules that are being challenged in court. Enogex is unable to predict the financial impact of these matters with certainty at this time. In addition, Enogex is subject to extensive Federal, state and local environmental statutes, rules and regulations relating to air quality, water quality, waste management, wildlife conservation, natural resources and health and safety that could, among other things, restrict or limit the output of certain facilities and otherwise increase costs. There are significant capital, operating and other costs associated with compliance with these environmental statutes, rules and regulations and those costs may be even more significant in the future.

Pipeline Safety Legislation

On December 13, 2011, Congress passed the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011, which the President signed into law on January 3, 2012. Among other things, the law requires additional verification of pipeline infrastructure records by Enogex and other intrastate and interstate pipeline owners and operators to confirm the maximum allowable operating pressure of lines located in high consequence areas or more-densely populated areas. Where records are inadequate to confirm the maximum allowable operating pressure, the PHMSA will require the operator to re-confirm the maximum allowable operating pressure, a process that could cause temporary or permanent limitations on throughput for affected pipelines. This law required PHMSA to direct pipeline operators to verify the maximum allowable operating pressure of their pipelines by July 3, 2012, and to submit documentation to PHMSA by July 3, 2013. This law also raises the maximum penalty for violating pipeline safety rules to $0.2 million per violation per day up to $2.0 million for a related series of violations.

In addition, this law requires PHMSA to issue reports and/or, if appropriate, develop new regulations, addressing a variety of subjects, including: (1) requiring pipeline owners and operators to install excess-flow valves in certain circumstances; (2) requiring pipeline owners and operators to use automatic or remote-controlled shut-off valves in certain circumstances; (3) requiring pipeline owners and operators to test to confirm the strength of previously untested transmission lines located within high consequence areas and operating at a pressure greater than 30 percent of specified minimum yield stress; (4) requiring pipeline owners and operators to notify the National Response Center of an accident or incident at the earliest practicable moment (but not later than one hour) after confirming that an accident or incident has occurred; (5) expanding integrity management requirements beyond high consequence areas; and (6) applying the Federal pipeline safety regulations to onshore gathering lines that are not currently subject to the Federal pipeline safety regulations. This law prescribes various deadlines for PHMSA to act on these issues.

At this time, Enogex is not able to estimate the capital, operating or other costs that may be required to comply with this law and any related PHMSA regulations that may be promulgated, but such costs could be significant.

Other

In the normal course of business, Enogex is confronted with issues or events that may result in a contingent liability. These generally relate to lawsuits or claims made by third parties, including governmental agencies. When appropriate, management consults with legal counsel and other appropriate experts to assess the claim. If, in management's opinion, Enogex has incurred a probable loss as set forth by GAAP, an estimate is made of the loss and the appropriate accounting entries are reflected in Enogex's Consolidated Financial Statements. At the present time, based on currently available information, except as otherwise stated above and in Note 16 below, Enogex believes that any reasonably possible losses in excess of accrued amounts arising out of pending or threatened lawsuits or claims would not be quantitatively material to its financial statements and would not have a material adverse effect on Enogex's consolidated financial position, results of operations or cash flows.

16. Regulation

Completed Regulatory Matters

2011 Fuel Filing

On February 28, 2011, Enogex submitted its annual fuel filing to establish the fixed fuel percentages for its East Zone and West Zone for the upcoming fuel year (April 1, 2011 through March 31, 2012). Along with the revised fuel percentages, Enogex also requested authority to revise its statement of operating conditions to permanently change the annual filing date to February 28. On July 6, 2012, Enogex submitted a compliance filing to synchronize the 2011 fuel filing with the revised statement of operating conditions filed on May 31, 2012 in compliance with the FERC's order approving Enogex's 2011 Section 311 rate case settlement. In October 2012, the FERC accepted Enogex's proposed zonal fuel percentages.

2012 Fuel Filing

On February 24, 2012, Enogex submitted its annual fuel filing to establish the fixed fuel percentages for its East Zone and West Zone for the 2012 fuel year (April 1, 2012 through March 31, 2013). On July 6, 2012, Enogex submitted a compliance filing to synchronize the 2012 fuel filing with the revised statement of operating conditions filed on May 31, 2012 in compliance with the FERC's order approving Enogex's 2011 Section 311 rate case settlement. In October 2012, the FERC accepted Enogex's proposed zonal fuel percentages.

Storage Statement of Operating Conditions Filing

On August 31, 2010, Enogex filed a new statement of operating conditions applicable to storage services with the FERC that replaced Enogex's existing storage statement of operating conditions effective July 30, 2010. Among other things, the new storage statement of operating conditions updates the general terms and conditions for providing storage services. On December 7, 2012, the FERC issued an order approving Enogex's revised storage statement of operating conditions, effective August 31, 2010.

FERC Section 311 2011 Rate Case

On January 28, 2011, Enogex submitted a new rate filing to the FERC to set the maximum rate for a new firm Section 311 transportation service in the West Zone of its system and to revise the currently effective maximum rates for Section 311 interruptible transportation service in the East Zone and West Zone. Along with establishing the rate for a new firm service in the West Zone, Enogex's filing requested a decrease in the maximum interruptible zonal rates in the West Zone and to retain the currently effective rates for firm and interruptible services in the East Zone. Enogex reserved the right to implement the higher rates for firm and interruptible services in the East Zone supported by the cost of service to the extent an expeditious settlement agreement cannot be reached in the proceeding. Enogex proposed that the rates be placed into effect on March 1, 2011. On January 10, 2012, Enogex filed a settlement agreement with the FERC. On May 4, 2012, the FERC issued an order approving the settlement agreement in this matter, subject to the submission of a compliance filing to place the settlement rates into effect as of March 1, 2011, which compliance filing was subsequently filed on May 31, 2012. The FERC also requested that Enogex file a revised statement of operating conditions, which was subsequently filed on May 31, 2012. As part of the settlement agreement in this matter, Enogex made refunds of $0.2 million to affected customers on June 15, 2012 and submitted a report to the FERC on July 6, 2012 showing the refund payment calculation. On February 21, 2013, the FERC issued an order approving the refund report.

REPORT OF INDEPENDENT AUDITORS

The Member of Enogex LLC

We have audited the accompanying consolidated financial statements of Enogex LLC, which comprise the consolidated balance sheets and statements of capitalization as of December 31, 2012 and 2011, and the related consolidated statements of income, comprehensive income, cash flows and changes in member's interest for each of the three years in the period ended December 31, 2012, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Enogex LLC at December 31, 2012 and 2011, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2012, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

Oklahoma City, Oklahoma
February 27, 2013

ENOGEX LLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
GLOSSARY OF TERMS

The following is a glossary of frequently used abbreviations that are found throughout this report.

Abbreviation	Definition
ArcLight group	Bronco Midstream Holdings, LLC, Bronco Midstream Holdings II, LLC, collectively
Atoka	Atoka Midstream LLC joint venture
CenterPoint	CenterPoint Energy Resources Corp., wholly-owned subsidiary of CenterPoint Energy, Inc.
EER	Enogex Energy Resources LLC, wholly-owned subsidiary of Enogex LLC (prior to June 30, 2012, the legal name was OGE Energy Resources LLC)
Enogex	Enogex LLC, collectively with its subsidiaries
Enogex Holdings	Enogex Holdings LLC, the parent company of Enogex and a majority-owned subsidiary of OGE Holdings, LLC, a wholly-owned subsidiary of OGE Energy
FERC	Federal Energy Regulatory Commission
GAAP	Accounting principles generally accepted in the United States
Midstream Partnership	Partnership between OGE Energy, the ArcLight group and CenterPoint Energy, Inc. formed to own and operate the midstream businesses of OGE Energy and CenterPoint
NGLs	Natural gas liquids
NYMEX	New York Mercantile Exchange
OG&E	Oklahoma Gas and Electric Company, wholly-owned subsidiary of OGE Energy
OGE Energy	OGE Energy Corp., parent company of OGE Holdings, LLC
Pension Plan	Qualified defined benefit retirement plan
PRM	Price risk management
Restoration of Retirement Income Plan	Supplemental retirement plan to the Pension Plan

Financial Statements.

ENOGEX LLC
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

	Three Months Ended March 31,	
	2013	2012
	(In millions)	
OPERATING REVENUES	**$ 464.3**	$ 429.6
COST OF GOODS SOLD (exclusive of depreciation and amortization shown below)	**359.2**	305.3
Gross margin on revenues	**105.1**	124.3
OPERATING EXPENSES		
Other operation and maintenance	**45.2**	42.2
Depreciation and amortization	**27.6**	23.4
Impairment of assets	**—**	0.2
Gain on insurance proceeds	**—**	(7.5)
Taxes other than income	**8.0**	7.3
Total operating expenses	**80.8**	65.6
OPERATING INCOME	**24.3**	58.7
OTHER INCOME (EXPENSE)		
Other income	**10.2**	0.2
Other expense	**(1.2)**	(0.6)
Net other income (expense)	**9.0**	(0.4)
INTEREST EXPENSE		
Interest on long-term debt	**7.2**	6.8
Other interest charges	**0.9**	0.8
Interest expense	**8.1**	7.6
INCOME BEFORE TAXES	**25.2**	50.7
INCOME TAX EXPENSE	**0.1**	0.1
NET INCOME	**25.1**	50.6
Less: Net income attributable to noncontrolling interest	**0.3**	1.1
NET INCOME ATTRIBUTABLE TO ENOGEX LLC	**$ 24.8**	$ 49.5

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended March 31,	
	2013	2012
	(In millions)	
Net income	**$ 25.1**	$ 50.6
Other comprehensive income (loss)		
Pension Plan and Restoration of Retirement Income Plan:		
Amortization of deferred net loss	**0.6**	0.6
Postretirement Benefit Plans:		
Amortization of deferred net loss	**0.4**	0.4
Amortization of prior service cost	**(0.3)**	(0.3)
Deferred commodity contracts hedging gains reclassified in net income	**(0.2)**	(5.2)
Deferred commodity contracts hedging gains (losses)	**—**	0.3
Other comprehensive income (loss)	**0.5**	(4.2)
Comprehensive income (loss)	**25.6**	46.4
Less: Comprehensive income attributable to noncontrolling interest	**0.3**	1.1
Total comprehensive income attributable to Enogex LLC	**$ 25.3**	$ 45.3

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Three Months Ended March 31,	
	2013	2012
	(In millions)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	**$ 25.1**	$ 50.6
Adjustments to reconcile net income to net cash provided from operating activities		
Depreciation and amortization	**28.6**	24.4
Impairment of assets	**—**	0.2
(Gain) loss on disposition and abandonment of assets	**(8.7)**	0.5
Gain on insurance proceeds	**—**	(7.5)
OGE Energy stock-based compensation	**(0.9)**	(0.6)
Price risk management assets	**0.9**	(0.7)
Price risk management liabilities	**—**	(4.9)
Other assets	**(23.5)**	3.1
Other liabilities	**1.2**	0.3
Other liabilities—parent	**2.3**	2.4
Change in certain current assets and liabilities		
Accounts receivable, net	**(6.2)**	16.4
Accounts receivable—affiliates	**(1.4)**	0.3
Natural gas, natural gas liquids, materials and supplies inventories	**7.6**	12.9
Gas imbalance assets	**(3.1)**	(4.0)
Other current assets	**26.1**	(0.8)
Accounts payable	**(2.7)**	(22.8)
Accrued taxes	**(6.5)**	(3.0)
Accrued interest	**(7.4)**	(7.4)
Gas imbalance liabilities	**0.7**	(1.4)
Other current liabilities	**(3.2)**	(3.9)
Net Cash Provided from Operating Activities	**28.9**	54.1
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	**(128.2)**	(118.5)
Proceeds from sale of assets	**35.4**	0.1
Proceeds from insurance	**—**	6.1
Net Cash Used in Investing Activities	**(92.8)**	(112.3)
CASH FLOWS FROM FINANCING ACTIVITIES		
Changes in advances with parent	**80.4**	91.1
Purchase of OGE Energy treasury stock	**(3.5)**	(5.9)
Distributions to parent	**(12.5)**	(30.0)
Net Cash Provided from Financing Activities	**64.4**	55.2
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	**0.5**	(3.0)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	**1.8**	4.6
CASH AND CASH EQUIVALENTS AT END OF PERIOD	**$ 2.3**	$ 1.6

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2013 (Unaudited)	December 31, 2012
	(In millions)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	**$ 2.3**	$ 1.8
Accounts receivable, less reserve of less than $0.1 each	**140.9**	134.7
Accounts receivable—affiliates	**2.1**	0.7
Natural gas and natural gas liquids inventories	**8.8**	16.5
Materials and supplies, at average cost	**5.0**	4.9
Price risk management	**1.7**	2.6
Gas imbalances	**12.1**	9.0
Assets held for sale	**—**	25.5
Other	**3.1**	3.7
Total current assets	**176.0**	199.4
OTHER PROPERTY AND INVESTMENTS, at cost	**1.5**	1.5
PROPERTY, PLANT AND EQUIPMENT		
In service	**2,939.0**	2,869.4
Construction work in progress	**186.2**	130.7
Total property, plant and equipment	**3,125.2**	3,000.1
Less accumulated depreciation	**763.9**	738.3
Net property, plant and equipment	**2,361.3**	2,261.8
DEFERRED CHARGES AND OTHER ASSETS		
Intangible assets, net	**126.0**	127.4
Goodwill	**39.4**	39.4
Other	**20.1**	21.8
Total deferred charges and other assets	**185.5**	188.6
TOTAL ASSETS	**$ 2,724.3**	$ 2,651.3

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONDENSED CONSOLIDATED BALANCE SHEETS (Continued)

	March 31, 2013 (Unaudited)	December 31, 2012
	(In millions)	
LIABILITIES AND MEMBER'S INTEREST		
CURRENT LIABILITIES		
Accounts payable	**$ 197.8**	$ 200.2
Advances from parent	**217.9**	137.5
Customer deposits	**1.8**	1.8
Accrued compensation—parent	**9.3**	10.7
Accrued taxes	**6.2**	12.9
Accrued interest	**3.8**	11.2
Price risk management	**0.5**	0.3
Gas imbalances	**5.7**	5.0
Deferred revenues	**4.8**	5.5
Other	**7.3**	8.5
Total current liabilities	**455.1**	393.6
LONG-TERM DEBT	**698.5**	698.4
DEFERRED CREDITS AND OTHER LIABILITIES		
Accrued benefit obligations—parent	**81.0**	79.4
Deferred revenues	**38.4**	37.7
Other	**5.4**	5.1
Total deferred credits and other liabilities	**124.8**	122.2
Total liabilities	**1,278.4**	1,214.2
COMMITMENTS AND CONTINGENCIES (NOTE 12)		
MEMBER'S INTEREST		
Member's interest	**1,469.8**	1,461.8
Accumulated other comprehensive loss—parent	**(44.5)**	(45.2)
Accumulated other comprehensive income	**—**	0.2
Total Enogex LLC member's interest	**1,425.3**	1,416.8
Noncontrolling interest	**20.6**	20.3
Total member's interest	**1,445.9**	1,437.1
TOTAL LIABILITIES AND MEMBER'S INTEREST	**$ 2,724.3**	$ 2,651.3

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN MEMBER'S INTEREST
(Unaudited)

	Member's Interest	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Member's Interest
		(In millions)		
Balance at December 31, 2012	**$1,461.8**	**$ (45.0)**	**$ 20.3**	**$1,437.1**
Comprehensive income (loss)				
Net income	**24.8**	**—**	**0.3**	**25.1**
Other comprehensive income (loss)	**—**	**0.5**	**—**	**0.5**
Comprehensive income (loss)	**24.8**	**0.5**	**0.3**	**25.6**
Distributions to parent	**(12.5)**	**—**	**—**	**(12.5)**
OGE Energy stock-based compensation	**(0.8)**	**—**	**—**	**(0.8)**
Purchase of OGE Energy treasury stock	**(3.5)**	**—**	**—**	**(3.5)**
Balance at March 31, 2013	**$1,469.8**	**$ (44.5)**	**$ 20.6**	**$1,445.9**
Balance at December 31, 2011	$1,295.3	$ (30.0)	$ 17.6	$1,282.9
Comprehensive income (loss)				
Net income	49.5	—	1.1	50.6
Other comprehensive income (loss)	—	(4.2)	—	(4.2)
Comprehensive income (loss)	49.5	(4.2)	1.1	46.4
Distributions to parent	(30.0)	—	—	(30.0)
OGE Energy stock-based compensation	0.9	—	—	0.9
Purchase of OGE Energy treasury stock	(7.4)	—	—	(7.4)
Balance at March 31, 2012	$1,308.3	$ (34.2)	$ 18.7	$1,292.8

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part hereof.

ENOGEX LLC
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Summary of Significant Accounting Policies

Organization

Enogex is a Delaware single-member limited liability company, which, prior to May 1, 2013, was indirectly owned by OGE Energy and the ArcLight group. Enogex is a provider of integrated natural gas midstream services. Enogex is engaged in the business of gathering, processing, transporting and storing natural gas. Most of Enogex's natural gas gathering, processing, transportation and storage assets are strategically located in the Arkoma and Anadarko basins of Oklahoma and the Texas Panhandle. Enogex's operations are organized into two business segments: (i) natural gas transportation and storage and (ii) natural gas gathering and processing. Also, at March 31, 2013, Enogex held a 50 percent ownership interest in Atoka. At March 31, 2013, Enogex consolidated Atoka in its Condensed Consolidated Financial Statements as Enogex acted as the managing member of Atoka and had control over the operations of Atoka.

On March 14, 2013, OGE Energy entered into a Master Formation Agreement with the ArcLight group and CenterPoint Energy, Inc., pursuant to which OGE Energy, the ArcLight group and CenterPoint Energy, Inc., agreed to form the Midstream Partnership to own and operate the midstream businesses of OGE Energy and CenterPoint. This transaction closed on May 1, 2013. Pursuant to the Master Formation Agreement, OGE Energy and the ArcLight group indirectly contributed Enogex to the Midstream Partnership and CenterPoint Energy, Inc. contributed its midstream natural gas business to the Midstream Partnership. At May 1, 2013, OGE Energy holds 28.5 percent of the limited partners interests, CenterPoint holds 58.3 percent of the limited partner interests and the ArcLight group holds 13.2 percent of the limited partner interests in the Midstream Partnership. The general partner of the Midstream Partnership is equally controlled by CenterPoint and OGE Energy, who each have 50 percent of the management rights. For additional information regarding the Midstream Partnership, see Note 3.

Basis of Presentation

In the opinion of management, all adjustments necessary to fairly present the consolidated financial position of Enogex at March 31, 2013 and the results of its operations and cash flows for the three months ended March 31, 2013 and 2012, have been included and are of a normal recurring nature except as otherwise disclosed. Management also has evaluated the impact of subsequent events for inclusion in Enogex's Condensed Consolidated Financial Statements occurring after March 31, 2013 through July 15, 2013, the date Enogex's financial statements were available to be issued, and, in the opinion of management, Enogex's Condensed Consolidated Financial Statements and Notes contain all necessary adjustments and disclosures resulting from that evaluation.

Due to seasonal fluctuations and other factors, Enogex's operating results for the three months ended March 31, 2013 are not necessarily indicative of the results that may be expected for the year ending December 31, 2013 or for any future period.

Accumulated Other Comprehensive Income (Loss)

In February 2013, the Financial Accounting Standards Board issued "Comprehensive Income: Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income." The new standard requires an entity to provide information about the amounts reclassified out of accumulated other comprehensive income by component. In addition, the new standard requires an entity to present significant amounts reclassified out of accumulated other comprehensive income by the respective line items in net income but only if the amount reclassified is required under GAAP to be reclassified to net income in its entirety in the same reporting period.

For other amounts that are not required under GAAP to be reclassified in their entirety to net income, an entity is required to cross-reference to other disclosures required under GAAP that provide additional detail about those amounts. Enogex adopted the new standard effective January 1, 2013 and these disclosures have been included below.

The following table summarizes changes in the components of accumulated other comprehensive loss attributable to Enogex during the three months ended March 31, 2013. At both March 31, 2013 and December 31, 2012, there was no accumulated other comprehensive loss related to Enogex's noncontrolling interest in Atoka. All amounts below are presented net of noncontrolling interest.

	Pension Plan and Restoration of Retirement Income Plan		Postretirement Benefit Plans			
	Net loss	Prior service cost	Net loss	Prior service cost	Deferred commodity contracts hedging gains	Total
Balance at December 31, 2012	$(36.5)	$ 0.4	$ (13.7)	$ 4.6	$ 0.2	$(45.0)
Amounts reclassified from accumulated other comprehensive income (loss)	0.6	—	0.4	(0.3)	(0.2)	0.5
Balance at March 31, 2013	$(35.9)	$ 0.4	$ (13.3)	$ 4.3	$ —	$(44.5)

The following table summarizes significant amounts reclassified out of accumulated other comprehensive loss by the respective line items in net income during the three months ended March 31, 2013.

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss	Affected Line Item in the Statement Where Net Income is Presented
Gains on cash flow hedges		
Commodity contracts	$ 0.2	Cost of goods sold
	$ 0.2	Total
Amortization of defined benefit pension items		
Actuarial gains (losses)	$ (0.6)	(A)
	(0.6)	Total
Amortization of postretirement benefit plan items		
Actuarial gains (losses)	$ (0.4)	(A)
Prior service cost	0.3	(A)
	(0.1)	Total
Total reclassifications for the period	$ (0.5)	Total

(A) These accumulated other comprehensive income (loss) components are included in the computation of net periodic benefit cost (see Note 10 for additional information).

Related Party Transactions

OGE Energy charged operating costs to Enogex of $7.9 million and $7.5 million during the three months ended March 31, 2013 and 2012, respectively. OGE Energy charges operating costs to its subsidiaries based on

several factors. Operating costs directly related to specific subsidiaries are assigned to those subsidiaries. Included in operating costs charged by OGE Energy are $0.6 million and $0.4 million during the three months ended March 31, 2013 and 2012, respectively, for payroll taxes and depreciation and amortization expense directly related to Enogex's operations. Where more than one subsidiary benefits from certain expenditures, the costs are shared between those subsidiaries receiving the benefits. Operating costs incurred for the benefit of all subsidiaries are allocated among the subsidiaries, either as overhead based primarily on labor costs or using the "Distrigas" method. The Distrigas method is a three-factor formula that uses an equal weighting of payroll, net operating revenues and gross property, plant and equipment. OGE Energy adopted the Distrigas method in January 1996 as a result of a recommendation by the Staff of the Oklahoma Corporation Commission. OGE Energy believes this method provides a reasonable basis for allocating common expenses.

Enogex has a transportation contract with its affiliate, OG&E, to transport natural gas to OG&E's natural gas-fired generation facilities. During each of the three months ended March 31, 2013 and 2012, Enogex recorded revenues from OG&E of $8.7 million for transporting gas to OG&E's natural gas-fired generating facilities. During each of the three months ended March 31, 2013 and 2012, Enogex recorded revenues from OG&E of $3.2 million for natural gas storage services. During the three months ended March 31, 2013 and 2012, Enogex also recorded natural gas sales to OG&E of $5.5 million and $3.6 million, respectively. During the three months ended March 31, 2013 and 2012, Enogex recorded an expense from OG&E of $1.8 million and $2.8 million, respectively, for electricity used to power Enogex's electric compression assets.

On July 1, 2009, OG&E and Enogex entered into hedging transactions to offset natural gas long positions at Enogex with short natural gas exposures at OG&E resulting from the cost of generation associated with a wholesale power sales contract with the Oklahoma Municipal Power Authority. These transactions are for 50,000 million British thermal unit per month from August 2009 to December 2013 (see Note 5).

During the three months ended March 31, 2013 and 2012, the parent made no contributions to Enogex. During the three months ended March 31, 2013 and 2012, Enogex made distributions to the parent of $12.5 million and $30.0 million, respectively.

Reclassifications

As discussed in Note 11, during the third quarter of 2012, the operations and activities of EER were fully integrated with those of Enogex through the creation of a new commodity management organization. The operations of EER, including asset management activities, have been included in the natural gas transportation and storage segment and have been restated for all prior periods presented to conform to the 2013 presentation.

2. Gas Gathering Divestiture

Texas Panhandle Gathering Divestiture

As previously reported, on January 2, 2013, Enogex and one of its five largest customers entered into new agreements, effective January 1, 2013, relating to the customer's gathering and processing volumes on the Texas portion of Enogex's system. The effects of this new arrangement are (i) a fixed-fee processing agreement replaced the previous keep-whole agreement, (ii) the acreage dedicated by the customer to Enogex for gathering and processing in Texas was increased for an extended term and (iii) the sale by Enogex of certain gas gathering assets in the Texas Panhandle portion of Enogex's system to this customer for cash proceeds of approximately $35 million. Enogex recognized a pre-tax gain of $9.9 million in the first quarter of 2013 in its natural gas gathering and processing segment from the sale of these assets which is included in Other Income in the Condensed Consolidated Statements of Income.

3. OGE Energy Midstream Partnership with CenterPoint Energy, Inc.

On March 14, 2013, OGE Energy entered into a Master Formation Agreement with the ArcLight group and CenterPoint Energy, Inc., pursuant to which OGE Energy, the ArcLight group and CenterPoint Energy, Inc., agreed to form the Midstream Partnership to own and operate the midstream businesses of OGE Energy and CenterPoint that will initially be structured as a private limited partnership. This transaction closed on May 1, 2013.

Pursuant to the Master Formation Agreement, OGE Energy and the ArcLight group indirectly contributed 100 percent of the equity interests in Enogex to the Midstream Partnership. CenterPoint Energy Field Services, LLC, a Delaware limited liability company and wholly owned subsidiary of CenterPoint, was converted into a Delaware limited partnership that became the Midstream Partnership. CenterPoint contributed to the Midstream Partnership its equity interests in each of CenterPoint Energy Gas Transmission Company, LLC, a Delaware limited liability company, CenterPoint Energy—Mississippi River Transmission, LLC, a Delaware limited liability company, and certain of its other midstream subsidiaries and caused its subsidiary CenterPoint Energy Southeastern Pipelines Holding, LLC to contribute a 24.95 percent interest in Southeast Supply Header, LLC, a Delaware limited liability company.

CenterPoint Energy Field Services, LLC provides natural gas gathering and processing services for certain natural gas fields in the Mid-continent region of the United States that interconnect with CenterPoint Energy Gas Transmission Company, LLC and CenterPoint Energy—Mississippi River Transmission, LLC pipelines, as well as other interstate and intrastate pipelines. As of December 31, 2012, CenterPoint Energy Field Services, LLC gathered an average of approximately 2.5 billion cubic feet per day of natural gas. In addition, CenterPoint Energy Field Services, LLC has the capacity available to treat up to 2.5 billion cubic feet per day and process nearly 625 million cubic feet per day of natural gas. CenterPoint Energy Gas Transmission Company, LLC is an interstate pipeline that provides natural gas transportation, storage and pipeline services to customers principally in Arkansas, Louisiana, Oklahoma and Texas and includes the 1.9 billion cubic feet per day pipeline from Carthage, Texas to Perryville, Louisiana, which CenterPoint Energy Gas Transmission Company, LLC operates as a separate line with a fixed fuel rate. CenterPoint Energy—Mississippi River Transmission, LLC is an interstate pipeline that provides natural gas transportation, storage and pipeline services to customers principally in Arkansas, Illinois and Missouri. Southeast Supply Header, LLC owns a 1.0 billion cubic feet per day, 274-mile interstate pipeline that runs from the Perryville Hub in Louisiana to Coden, Alabama.

OGE Energy holds 28.5 percent of the limited partners interests, CenterPoint holds 58.3 percent of the limited partner interests and the ArcLight group holds 13.2 percent of the limited partner interests in the Midstream Partnership.

CenterPoint has certain put rights, and the Midstream Partnership has certain call rights, exercisable with respect to the interest in Southeast Supply Header, LLC retained by CenterPoint, under which CenterPoint would contribute to the Midstream Partnership CenterPoint's retained interest in Southeast Supply Header, LLC at a price equal to the fair market value of such interest at the time the put right or call right is exercised. If CenterPoint were to exercise such put right or the Midstream Partnership were to exercise such call right, CenterPoint's retained interest in Southeast Supply Header, LLC would be contributed to the Midstream Partnership in exchange for consideration consisting of a specified number of limited partnership units and, subject to certain restrictions, a cash payment, payable either from CenterPoint to the Midstream Partnership or from the Midstream Partnership to CenterPoint, in an amount such that the total consideration exchanged is equal in value to the fair market value of the contributed interest in Southeast Supply Header, LLC.

The general partner of the Midstream Partnership is equally controlled by CenterPoint and OGE Energy, who each have 50 percent of the management rights. CenterPoint and OGE Energy also own a 40 percent and 60 percent interest, respectively, in any incentive distribution rights to be held by the general partner of the Midstream Partnership following an initial public offering of the Midstream Partnership. In addition, for a period

of time, the ArcLight group will have board observation rights and approval rights over certain material activities of the Midstream Partnership, including material increases in capital expenditures and certain equity issuances, entering into transactions with related parties and acquiring, pledging or disposing of certain material assets. The general partner of the Midstream Partnership will initially be governed by a board made up of an equal number of representatives designated by each of CenterPoint Energy, Inc. and OGE Energy. Based on the 50/50 management ownership, with neither company having control, effective May 1, 2013, OGE Energy deconsolidated its interest in Enogex. OGE Energy and CenterPoint will account for their respective interests in the Midstream Partnership under the equity method of accounting.

Immediately prior to closing, on May 1, 2013, the ArcLight group contributed $107.0 million and OGE Energy contributed $9.1 million to Enogex in order to pay down short-term debt. In connection with the formation of the Midstream Partnership, on May 1, 2013, the Midstream Partnership entered into a $1.05 billion three-year senior unsecured Term Loan Facility, the proceeds of which were used to repay $1.05 billion of intercompany indebtedness owed to CenterPoint. CenterPoint has guaranteed collection of the Midstream Partnership's obligations under the term loan, which guarantee is subordinated to all senior debt of CenterPoint. Effective May 1, 2013, the Midstream Partnership also entered into a $1.4 billion, five-year senior unsecured Revolving Credit Facility in accordance with the terms of the Master Formation Agreement and Enogex's $400 million revolving credit facility was terminated.

At March 31, 2013, Enogex was obligated on approximately $700 million, in the aggregate, in indebtedness under its term loan, its revolving credit agreement and two series of its senior notes maturing in years 2014 and 2020. Certain of the entities contributed to the Midstream Partnership by CenterPoint are obligated on approximately $363 million of indebtedness owed to a wholly owned subsidiary of CenterPoint that is scheduled to mature in 2017.

Subject to the exceptions provided below, pursuant to the terms of an Omnibus Agreement dated as of May 1, 2013 among OGE Energy, the ArcLight group and CenterPoint Energy, Inc., each of OGE Energy and CenterPoint Energy, Inc. will be required to hold or otherwise conduct all of its respective Midstream Operations (as defined below) located within the United States in the Midstream Partnership. This restriction will cease to apply to both OGE Energy and CenterPoint Energy, Inc. as soon as either OGE Energy or CenterPoint Energy, Inc. ceases to hold (i) any interest in the general partner of the Midstream Partnership or (ii) at least 20 percent of the limited partner interests of the Midstream Partnership. "Midstream Operations" generally means, subject to certain exceptions, the gathering, compression, treatment, processing, blending, transportation, storage, isomerization and fractionation of crude oil and natural gas, its associated production water and enhanced recovery materials such as carbon dioxide, and its respective constituents and the following products: methane, NGLs (Y-grade, ethane, propane, normal butane, isobutane and natural gasoline), condensate, and refined products and distillates (gasoline, refined product blendstocks, olefins, naphtha, aviation fuels, diesel, heating oil, kerosene, jet fuels, fuel oil, residual fuel oil, heavy oil, bunker fuel, cokes, and asphalts), to the extent such activities are located within the United States.

In addition, if OGE Energy or CenterPoint Energy, Inc. acquires any assets or equity of any person engaged in Midstream Operations with a value in excess of $50 million (or $100 million in the aggregate with such party's other acquired Midstream Operations that have not been offered to the Midstream Partnership), the acquiring party will be required to offer the Midstream Partnership the opportunity to acquire such assets or equity for such value; provided, that the acquiring party will not be obligated to offer any such assets or equity to the Midstream Partnership if the acquiring party intends to cease using them in Midstream Operations within 12 months. If the Midstream Partnership does not exercise its option, then the acquiring party will be free to retain and operate such Midstream Operations; provided, however, that if the fair market value of such Midstream Operations is greater than 66 2/3 percent of the fair market value of all of the assets being acquired in such transaction, then the acquiring party will be required to dispose of such Midstream Operations within 24 months.

As long as the ArcLight group has board observation rights, the ArcLight group will be prohibited from pursuing any transaction independently from the Midstream Partnership (i) if the ArcLight group's consent is required for the Midstream Partnership to pursue such transaction and (ii) the ArcLight group affirmatively votes not to consent to such transaction.

4. Fair Value Measurements

The classification of Enogex's fair value measurements requires judgment regarding the degree to which market data is observable or corroborated by observable market data. GAAP establishes a fair value hierarchy that prioritizes the inputs used to measure fair value based on observable and unobservable data. The hierarchy categorizes the inputs into three levels, with the highest priority given to quoted prices in active markets for identical unrestricted assets or liabilities (Level 1) and the lowest priority given to unobservable inputs (Level 3). Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The three levels defined in the fair value hierarchy and examples of each are as follows:

Level 1 inputs are quoted prices in active markets for identical unrestricted assets or liabilities that are accessible at the measurement date. Instruments classified as Level 1 include natural gas futures, swaps and options transactions for contracts traded on the NYMEX and settled through a NYMEX clearing broker.

Level 2 inputs are inputs other than quoted prices in active markets included within Level 1 that are either directly or indirectly observable at the reporting date for the asset or liability for substantially the full term of the asset or liability. Level 2 inputs include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active. Instruments classified as Level 2 include over-the-counter NYMEX natural gas swaps, natural gas basis swaps and natural gas purchase and sales transactions in markets such that the pricing is closely related to the NYMEX pricing.

Level 3 inputs are prices or valuation techniques for the asset or liability that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity). Unobservable inputs reflect the reporting entity's own assumptions about the assumptions that market participants would use in pricing the asset or liability (including assumptions about risk).

Enogex utilizes the market approach in determining the fair value of its derivative positions by using either NYMEX published market prices, independent broker pricing data or broker/dealer valuations. The valuations of derivatives with pricing based on NYMEX published market prices may be considered Level 1 if they are settled through a NYMEX clearing broker account with daily margining. Over-the-counter derivatives with NYMEX based prices are considered Level 2 due to the impact of counterparty credit risk. Valuations based on independent broker pricing or broker/dealer valuations may be classified as Level 2 only to the extent they may be validated by an additional source of independent market data for an identical or closely related active market. In certain less liquid markets or for longer-term contracts, forward prices are not as readily available. In these circumstances, contracts are valued using internally developed methodologies that consider historical relationships among various quoted prices in active markets that result in management's best estimate of fair value. These contracts are classified as Level 3.

The impact to the fair value of derivatives due to credit risk is calculated using the probability of default based on Standard & Poor's Ratings Services and/or internally generated ratings. The fair value of derivative assets is adjusted for credit risk. The fair value of derivative liabilities is adjusted for credit risk only if the impact is deemed material.

Contracts with Master Netting Arrangements

Fair value amounts recognized for forward, interest rate swap, option and other conditional or exchange contracts executed with the same counterparty under a master netting arrangement may be offset. The reporting

entity's choice to offset or not must be applied consistently. A master netting arrangement exists if the reporting entity has multiple contracts, whether for the same type of conditional or exchange contract or for different types of contracts, with a single counterparty that are subject to a contractual agreement that provides for the net settlement of all contracts through a single payment in a single currency in the event of default on or termination of any one contract. Offsetting the fair values recognized for forward, interest rate swap, option and other conditional or exchange contracts outstanding with a single counterparty results in the net fair value of the transactions being reported as an asset or a liability in the Condensed Consolidated Balance Sheets. Enogex has presented the fair values of its derivative contracts under master netting agreements using a net fair value presentation.

The following tables summarize Enogex's assets and liabilities that are measured at fair value on a recurring basis at March 31, 2013 and December 31, 2012 as well as reconcile Enogex's commodity contracts fair value to PRM Assets and Liabilities on Enogex's Condensed Consolidated Balance Sheets at March 31, 2013 and December 31, 2012. Enogex adopted the Financial Accounting Standards Board accounting guidance requiring additional disclosures for balance sheet offsetting of assets and liabilities effective January 1, 2013. Enogex posted $0.1 million and $0.2 million of collateral at March 31, 2013 and December 31, 2012, respectively, which has been included within netting adjustments in the table below. Enogex held no collateral at March 31, 2013 or December 31, 2012. Enogex has offset all amounts subject to master netting agreements in Enogex's Condensed Consolidated Balance Sheets at March 31, 2013 and December 31, 2012. Enogex held no Level 1 investments at March 31, 2013 and no Level 3 investments at March 31, 2013 or December 31, 2012.

March 31, 2013

	Commodity Contracts		**Gas Imbalances[A]**	
	Assets	**Liabilities**	**Assets[B]**	**Liabilities[C]**
	(In millions)			
Significant other observable inputs (Level 2)	**$ 1.8**	**$ 0.7**	**$ 3.6**	**$ 4.6**
Total fair value	**1.8**	**0.7**	**3.6**	**4.6**
Netting adjustments	**(0.1)**	**(0.2)**	**—**	**—**
Total	**$ 1.7**	**$ 0.5**	**$ 3.6**	**$ 4.6**

December 31, 2012

	Commodity Contracts		**Gas Imbalances[A]**	
	Assets	**Liabilities**	**Assets[B]**	**Liabilities[C]**
	(In millions)			
Quoted market prices in active market for identical assets (Level 1)	$ 5.0	$ 5.0	$ —	$ —
Significant other observable inputs (Level 2)	2.6	0.5	3.1	3.8
Total fair value	7.6	5.5	3.1	3.8
Netting adjustments	(5.0)	(5.2)	—	—
Total	$ 2.6	$ 0.3	$ 3.1	$ 3.8

(A) Enogex uses the market approach to fair value its gas imbalance assets and liabilities, using an average of the Inside FERC Gas Market Report for Panhandle Eastern Pipe Line Co. (Texas, Oklahoma Mainline), ONEOK (Oklahoma) and ANR Pipeline (Oklahoma) indices.

(B) Gas imbalance assets exclude fuel reserves for under retained fuel due from shippers of $8.5 million and $5.9 million at March 31, 2013 and December 31, 2012, respectively, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

(C) Gas imbalance liabilities exclude fuel reserves for over retained fuel due to shippers of $1.1 million and $1.2 million at March 31, 2013 and December 31, 2012, respectively, which fuel reserves are based on the value of natural gas at the time the imbalance was created and which are not subject to revaluation at fair market value.

The following table summarizes the fair value and carrying amount of Enogex's financial instruments, including derivative contracts related to Enogex's PRM activities, at March 31, 2013 and December 31, 2012.

	March 31, 2013		December 31, 2012	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In millions)			
PRM Assets				
Energy Derivative Contracts	**$ 1.7**	**1.7**	$ 2.6	$ 2.6
PRM Liabilities				
Energy Derivative Contracts	**$ 0.5**	**0.5**	$ 0.3	$ 0.3
Long-Term Debt				
Enogex Senior Notes	**448.5**	**492.1**	448.4	493.4
Enogex Term Loan	**250.0**	**250.0**	250.0	250.0

The carrying value of the financial instruments included in the Condensed Consolidated Balance Sheets approximates fair value except for long-term debt which is valued at the carrying amount. The valuation of Enogex's energy derivative contracts was determined generally based on quoted market prices. However, in certain instances where market quotes are not available, other valuation techniques or models are used to estimate market values. The valuation of instruments also considers the credit risk of the counterparties. The fair value of Enogex's long-term debt is based on quoted market prices and estimates of current rates available for similar issues with similar maturities and is classified as Level 2 in the fair value hierarchy.

5. Derivative Instruments and Hedging Activities

Enogex is exposed to certain risks relating to its ongoing business operations. The primary risks managed using derivatives instruments are commodity price risk and interest rate risk. Enogex is also exposed to credit risk in its business operations.

Commodity Price Risk

Enogex has used forward physical contracts, commodity price swap contracts and commodity price option features to manage Enogex's commodity price risk exposures in the past. Commodity derivative instruments used by Enogex are as follows:

- NGLs put options and NGLs swaps are used to manage Enogex's NGLs exposure associated with its processing agreements;
- natural gas swaps are used to manage Enogex's keep-whole natural gas exposure associated with its processing operations and Enogex's natural gas exposure associated with operating its gathering, transportation and storage assets; and
- natural gas futures and swaps, natural gas options and natural gas commodity purchases and sales are used to manage Enogex's natural gas exposure associated with its storage and transportation contracts and asset management activities.

Normal purchases and normal sales contracts are not recorded in PRM Assets or Liabilities in the Condensed Consolidated Balance Sheets and earnings are recognized in the period in which physical delivery of the commodity occurs. Management applies normal purchases and normal sales treatment to: (i) commodity contracts for the purchase and sale of natural gas used in or produced by Enogex's operations and (ii) commodity contracts for the purchase and sale of NGLs produced by Enogex's gathering and processing business.

Enogex recognizes its non-exchange traded derivative instruments as PRM Assets or Liabilities in the Condensed Consolidated Balance Sheets at fair value with such amounts classified as current or long-term based

on their anticipated settlement. Exchange traded transactions are settled on a net basis daily through margin accounts with a clearing broker and, therefore, are recorded at fair value on a net basis in Other Current Assets in the Condensed Consolidated Balance Sheets.

Credit Risk

Enogex is exposed to certain credit risks relating to its ongoing business operations. Credit risk includes the risk that counterparties that owe Enogex money or energy will breach their obligations. If the counterparties to these arrangements fail to perform, Enogex may be forced to enter into alternative arrangements. In that event, Enogex's financial results could be adversely affected and Enogex could incur losses.

Cash Flow Hedges

For derivatives that are designated and qualify as a cash flow hedge, the effective portion of the change in fair value of the derivative instrument is reported as a component of Accumulated Other Comprehensive Income (Loss) and recognized into earnings in the same period during which the hedged transaction affects earnings. The ineffective portion of a derivative's change in fair value or hedge components excluded from the assessment of effectiveness is recognized currently in earnings. Enogex measures the ineffectiveness of commodity cash flow hedges using the change in fair value method whereby the change in the expected future cash flows designated as the hedge transaction are compared to the change in fair value of the hedging instrument. Forecasted transactions, which are designated as the hedged transaction in a cash flow hedge, are regularly evaluated to assess whether they continue to be probable of occurring. If the forecasted transactions are no longer probable of occurring, hedge accounting will cease on a prospective basis and all future changes in the fair value of the derivative will be recognized directly in earnings.

Enogex designates as cash flow hedges derivatives used to manage commodity price risk exposure for Enogex's NGLs volumes and corresponding keep-whole natural gas resulting from its natural gas processing contracts (processing hedges) and natural gas positions resulting from its natural gas gathering and processing operations and natural gas transportation and storage operations (operational gas hedges). Enogex also designates as cash flow hedges certain derivatives used to manage natural gas commodity exposure for certain natural gas storage inventory positions. Enogex had no instruments designated as cash flow hedges at March 31, 2013.

Fair Value Hedges

For derivative instruments that are designated and qualify as a fair value hedge, the gain or loss on the derivative as well as the offsetting loss or gain on the hedged item attributable to the hedge risk are recognized currently in earnings. Enogex includes the gain or loss on the hedged items in Operating Revenues as the offsetting loss or gain on the related hedging derivative.

At March 31, 2013 and December 31, 2012, Enogex had no derivative instruments that were designated as fair value hedges.

Derivatives Not Designated as Hedging Instruments

Derivative instruments not designated as hedging instruments are utilized in Enogex's asset management activities. For derivative instruments not designated as hedging instruments, the gain or loss on the derivative is recognized currently in earnings.

Quantitative Disclosures Related to Derivative Instruments

At March 31, 2013, Enogex had the following derivative instruments that were not designated as hedging instruments.

	Gross Notional Volume[A]	
	Purchases	Sales
	(In millions)	
Natural gas[B]		
Physical[C][D]	7.0	72.6
Fixed Swaps/Futures	0.1	1.0
Basis Swaps	5.2	11.6

(A) Natural gas in million British thermal units.

(B) 94.4 percent of the natural gas contracts have durations of one year or less, 4.1 percent have durations of more than one year and less than two years and 1.5 percent have durations of more than two years.

(C) Of the natural gas physical purchases and sales volumes not designated as hedges, the majority are priced based on a monthly or daily index and the fair value is subject to little or no market price risk.

(D) Natural gas physical sales volumes exceed natural gas physical purchase volumes due to the marketing of natural gas volumes purchased via Enogex's processing contracts, which are not derivative instruments and are excluded from the table above.

Balance Sheet Presentation Related to Derivative Instruments

The fair value of the derivative instruments that are presented in Enogex's Condensed Consolidated Balance Sheet at March 31, 2013 are as follows:

Instrument	Balance Sheet Location	Fair Value	
		Assets	Liabilities
		(In millions)	
Derivatives Not Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Current PRM	**$ 1.3**	**$ —**
	Other Current Assets	**0.1**	**0.2**
Physical Purchases/Sales	Current PRM	**0.4**	**0.4**
Total		**$ 1.8**	**$ 0.6**
Total Gross Derivatives[A]		**$ 1.8**	**$ 0.6**

(A) See Note 4 for a reconciliation of Enogex's total derivatives fair value to Enogex's Condensed Consolidated Balance Sheet at March 31, 2013.

The fair value of the derivative instruments that are presented in Enogex's Condensed Consolidated Balance Sheet at December 31, 2012 are as follows:

Instrument	Balance Sheet Location	Fair Value Assets	Fair Value Liabilities
		(In millions)	
Derivatives Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Other Current Assets	$ —	$ 0.5
Total		$ —	$ 0.5
Derivatives Not Designated as Hedging Instruments			
Natural Gas			
Financial Futures/Swaps	Current PRM	$ 2.2	$ —
	Other Current Assets	5.0	4.7
Physical Purchases/Sales	Current PRM	0.4	0.3
Total		$ 7.6	$ 5.0
Total Gross Derivatives[A]		$ 7.6	$ 5.5

(A) See Note 4 for a reconciliation of Enogex's total derivatives fair value to Enogex's Condensed Consolidated Balance Sheet at December 31, 2012.

Income Statement Presentation Related to Derivative Instruments

The following tables present the effect of derivative instruments on Enogex's Condensed Consolidated Statement of Income for the three months ended March 31, 2013.

Derivatives in Cash Flow Hedging Relationships

	Amount Recognized in Other Comprehensive Income	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) into Income	Amount Recognized in Income
		(In millions)	
Natural Gas Financial Futures/Swaps	**$ —**	**$ 0.2**	**$ —**
Total	**$ —**	**$ 0.2**	**$ —**

Derivatives Not Designated as Hedging Instruments

	Amount Recognized in Income
	(In millions)
Natural Gas Financial Futures/Swaps	**$ (1.1)**
Total	**$ (1.1)**

The following tables present the effect of derivative instruments on Enogex's Condensed Consolidated Statement of Income for the three months ended March 31, 2012.

Derivatives in Cash Flow Hedging Relationships

	Amount Recognized in Other Comprehensive Income	Amount Reclassified from Accumulated Other Comprehensive Income (Loss) into Income	Amount Recognized in Income
		(In millions)	
Natural Gas Financial Futures/Swaps	$ 0.3	$ 5.2	$ —
Total	$ 0.3	$ 5.2	$ —

Derivatives Not Designated as Hedging Instruments

	Amount Recognized in Income
	(In millions)
Natural Gas Physical Purchases/Sales	$ (2.4)
Natural Gas Financial Futures/Swaps	0.4
Total	$ (2.0)

For derivatives designated as cash flow hedges in the tables above, amounts reclassified from Accumulated Other Comprehensive Income (Loss) into income (effective portion) and amounts recognized in income (ineffective portion) for the three months ended March 31, 2013 and 2012, if any, are reported in Operating Revenues. For derivatives not designated as hedges in the tables above, amounts recognized in income for the three months ended March 31, 2013 and 2012, if any, are reported in Operating Revenues.

Credit-Risk Related Contingent Features in Derivative Instruments

In the event Moody's Investors Services or Standard & Poor's Ratings Services were to lower Enogex's senior unsecured debt rating to a below investment grade rating, Enogex would have been required to post no cash collateral to satisfy its obligation under its financial and physical contracts relating to derivative instruments that are in a net liability position at March 31, 2013. Enogex could be required to provide additional credit assurances in future dealings with third parties, which could include letters of credit or cash collateral.

6. Stock-Based Compensation

The following table summarizes Enogex's compensation expense during the three months ended March 31, 2013 and 2012 related to Enogex's performance units and restricted stock.

	Three Months Ended March 31,	
	2013	2012
	(In millions)	
Performance units		
Total shareholder return	**$ 0.6**	0.6
Earnings per share	**0.1**	0.2
Total performance units	**0.7**	0.8
Restricted stock	**0.1**	0.2
Total compensation expense	**$ 0.8**	1.0

OGE Energy has issued new shares to satisfy stock option exercises, restricted stock grants and payouts of earned performance units. During the three months ended March 31, 2013, Enogex purchased 62,632 shares of OGE Energy's treasury stock to satisfy the payouts of earned performance units and restricted stock grants. Enogex records treasury stock purchases from OGE Energy at cost. Purchased treasury stock is included in Member's Interest in Enogex's Condensed Consolidated Balance Sheet. During the three months ended March 31, 2013, there were 16,707 shares of new common stock issued to Enogex's employees pursuant to OGE Energy's stock incentive plans related to exercised stock options, restricted stock grants (net of forfeitures) and payouts of earned performance units. During the three months ended March 31, 2013, there were no shares of restricted stock returned to OGE Energy to satisfy tax liabilities.

The following table summarizes the activity of Enogex's stock-based compensation during the three months ended March 31, 2013.

	Units/Shares	Fair Value
Grants		
Performance units (Total shareholder return)	45,695	$ 51.78
Conversions		
Performance units (Total shareholder return)(A)	44,232	N/A
Performance units (Earnings per share)(A)	14,743	N/A

(A) Performance units were converted based on a payout ratio of 200 percent of the target number of performance units granted in February 2010 and are included in the 16,707 and 62,632 shares of common stock issued during the three months ended March 31, 2013 as discussed above.

7. Income Taxes

Prior to November 1, 2010, Enogex was a member of an affiliated group that filed consolidated income tax returns in the U.S. Federal jurisdiction and various state jurisdictions. With few exceptions, Enogex is no longer subject to U.S. Federal tax examinations by tax authorities for years prior to 2009 or state and local tax examinations by tax authorities for years prior to 2005. Income taxes were generally allocated to each company in the affiliated group based on its stand-alone taxable income or loss. Enogex earns Oklahoma state tax credits associated with its investments in natural gas processing facilities which further reduce Enogex's effective tax rate.

Effective November 1, 2010, Enogex was converted to a partnership for income tax purposes and is not subject to Federal income taxes and most state income taxes, with the exception of Texas state margin taxes. For Federal and state income tax purposes other than Texas, all income, expenses, gains, losses and tax credits generated flow through to the owners, and accordingly do not result in a provision for income taxes.

8. Long-Term Debt

At March 31, 2013, Enogex was in compliance with all of its debt agreements.

Effective May 1, 2013, the Midstream Partnership entered into a $1.4 billion, five-year senior unsecured Revolving Credit Facility in accordance with the terms of the Master Formation Agreement and Enogex's $400 million revolving credit facility was terminated.

9. Intercompany Agreements

At March 31, 2013 and December 31, 2012, there were $217.9 million and $137.5 million, respectively, in outstanding advances from OGE Energy.

Prior to May 1, 2013, Enogex had an intercompany borrowing agreement with OGE Energy whereby Enogex had access to up to $350 million of OGE Energy's revolving credit amount. This agreement was

terminated on May 1, 2013 in conjunction with the formation of the Midstream Partnership. At March 31, 2013 and December 31, 2012, there were $204.9 million and $128.1 million, respectively, in outstanding intercompany borrowings under this agreement, which are included in the outstanding advances from OGE Energy above.

10. Retirement Plans and Postretirement Benefit Plans

The details of net periodic benefit cost of Enogex's portion of OGE Energy's Pension Plan, the Restoration of Retirement Income Plan and the postretirement benefit plans included in the Condensed Consolidated Financial Statements are as follows:

Net Periodic Benefit Cost

	Pension Plan		Postretirement Benefit Plans	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2013	2012	2013	2012
	(In millions)			
Service cost	**$ 1.1**	$ 1.0	**$ 0.2**	$ 0.2
Interest cost	**0.7**	0.8	**0.3**	0.3
Expected return on plan assets	**(0.6)**	(0.7)	**—**	—
Amortization of net loss	**0.6**	0.6	**0.4**	0.4
Amortization of unrecognized prior service cost[(A)]	**—**	—	**(0.3)**	(0.3)
Net periodic benefit cost	**$ 1.8**	$ 1.7	**$ 0.6**	$ 0.6

(A) Unamortized prior service cost is amortized on a straight-line basis over the average remaining service period to the first eligibility age of participants who are expected to receive a benefit and are active at the date of the plan amendment.

The capitalized portion of net periodic pension benefit cost was $0.2 million during each of the three months ended March 31, 2013 and 2012. The capitalized portion of net periodic postretirement benefit cost was $0.2 million during the three months ended March 31, 2013 as compared to $0.1 million during the same period in 2012.

11. Report of Business Segments

Previously, Enogex's business was divided into three segments as follows: (i) natural gas transportation and storage, (ii) natural gas gathering and processing and (iii) natural gas marketing. During the third quarter of 2012, the operations and activities of EER were fully integrated with those of Enogex through the creation of a new commodity management organization. The operations of EER, including asset management activities, have been included in the natural gas transportation and storage segment and have been restated for all prior periods presented. As a result of this change, Enogex's business is now divided into two segments for financial reporting purposes as follows: (i) natural gas transportation and storage and (ii) natural gas gathering and processing. Intersegment revenues are recorded at prices comparable to those of unaffiliated customers and are affected by regulatory considerations. In reviewing its segment operating results, Enogex focuses on operating income as its measure of segment profit and loss, and, therefore, has presented this information below. The following tables summarize the results of Enogex's business segments during the three months ended March 31, 2013 and 2012.

Three Months Ended March 31, 2013	Natural Gas Transportation and Storage	Natural Gas Gathering and Processing	Eliminations	Total
		(In millions)		
Operating revenues	**$ 216.4**	**$ 317.9**	**$ (70.0)**	**$ 464.3**
Cost of goods sold	**182.7**	**246.4**	**(69.9)**	**359.2**
Gross margin on revenues	**33.7**	**71.5**	**(0.1)**	**105.1**
Other operation and maintenance	**10.9**	**34.3**	**—**	**45.2**
Depreciation and amortization	**5.8**	**21.8**	**—**	**27.6**
Taxes other than income	**4.8**	**3.2**	**—**	**8.0**
Operating income (loss)	**$ 12.2**	**$ 12.2**	**$ (0.1)**	**$ 24.3**
Total assets	**$ 2,453.0**	**$ 1,948.9**	**$ (1,677.6)**	**$2,724.3**

Three Months Ended March 31, 2012	Natural Gas Transportation and Storage	Natural Gas Gathering and Processing	Eliminations	Total
		(In millions)		
Operating revenues	$ 169.5	$ 304.5	$ (44.4)	$ 429.6
Cost of goods sold	131.8	217.9	(44.4)	305.3
Gross margin on revenues	37.7	86.6	—	124.3
Other operation and maintenance	12.1	30.1	—	42.2
Depreciation and amortization	5.6	17.8	—	23.4
Impairment of assets	—	0.2	—	0.2
Gain on insurance proceeds	—	(7.5)	—	(7.5)
Taxes other than income	4.8	2.5	—	7.3
Operating income (loss)	$ 15.2	$ 43.5	$ —	$ 58.7
Total assets	$ 1,950.3	$ 1,574.1	$ (1,182.6)	$2,341.8

12. Commitments and Contingencies

Except as set forth in Note 13 below, the circumstances set forth in Notes 15 and 16 to Enogex's Consolidated Financial Statements for the year ended December 31, 2012 appropriately represent, in all material respects, the current status of Enogex's material commitments and contingent liabilities.

Other

In the normal course of business, Enogex is confronted with issues or events that may result in a contingent liability. These generally relate to lawsuits or claims made by third parties, including governmental agencies. When appropriate, management consults with legal counsel and other appropriate experts to assess the claim. If, in management's opinion, Enogex has incurred a probable loss as set forth by GAAP, an estimate is made of the loss and the appropriate accounting entries are reflected in Enogex's Condensed Consolidated Financial Statements. At the present time, based on currently available information, except as otherwise stated in Note 13 below and in Notes 15 and 16 of Notes to Consolidated Financial Statements for the year ended December 31, 2012 , Enogex believes that any reasonably possible losses in excess of accrued amounts arising out of pending or threatened lawsuits or claims would not be quantitatively material to its financial statements and would not have a material adverse effect on Enogex's consolidated financial position, results of operations or cash flows.

13. Regulation

Except as set forth below, the circumstances set forth in Note 16 to Enogex's Consolidated Financial Statements for the year ended December 31, 2012 appropriately represent, in all material respects, the current status of Enogex's regulatory matters.

Pending Regulatory Matter

2013 Fuel Filing

On March 1, 2013, Enogex submitted its annual fuel filing to establish the fixed fuel percentages for its East Zone and West Zone for the upcoming fuel year (April 1, 2013 through March 31, 2014). The deadline for interventions and protests on the filing was March 18, 2013 and no protests were filed. On June 25, 2013, the FERC accepted Enogex's proposed zonal fuel percentages.

APPENDIX A

SECOND AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP OF ENABLE MIDSTREAM PARTNERS, LP

[*To be filed by amendment.*]

APPENDIX B

GLOSSARY

2011 Pipeline Safety Act. Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011.

Adjusted EBITDA. Net income from continuing operations before interest expense, income tax expense, depreciation and amortization expense and certain other items management believes affect the comparability of operating results.

APSA. Accountable Pipeline Safety and Partnership Act of 1996.

ArcLight. ArcLight Capital Partners, LLC, a Delaware limited liability company, its affiliated entities ArcLight Energy Partners Fund V, L.P., ArcLight Energy Partners Fund IV, L.P., and Bronco Midstream Partners, L.P., and their respective general partners and subsidiaries.

Barrel. One barrel of petroleum products equals 42 U.S. gallons.

Bbl. Barrel.

Bbl/d. Barrels per day.

Bcf. Billion cubic feet.

Bcf/d. Billion cubic feet per day.

Btu. British thermal unit. When used in terms of volume, Btu refers to the amount of natural gas required to raise the temperature of one pound of water by one degree Fahrenheit at one atmospheric pressure.

CAA. Clean Air Act, as amended.

CEFS. CenterPoint Energy Field Services, LLC, a Delaware limited liability company, that was converted into a Delaware limited partnership that became the partnership.

CenterPoint Energy. CenterPoint Energy, Inc., a Texas corporation, and its subsidiaries, other than Enable Midstream Partners, LP.

Central receipt point. A single receipt point into a gathering line where a producer aggregates the volumes from more than one well and delivers them into the gathering system at a single meter site.

CERCLA. Comprehensive Environmental Response, Compensation and Liability Act of 1980.

CFTC. Commodity Futures Trading Commission.

CO2e. Carbon dioxide equivalent.

COBRA. Consolidated Omnibus Budget Reconciliation Act of 1985.

Code. The Internal Revenue Code of 1986, as amended.

Condensate. A natural gas liquid with a low vapor pressure, mainly composed of propane, butane, pentane and heavier hydrocarbon fractions.

Delaware Act. Delaware Revised Uniform Limited Partnership Act.

DHS. Department of Homeland Security.

Dodd-Frank Act. Dodd-Frank Wall Street Reform and Consumer Protection Act.

DOT. Department of Transportation.

EGT. Enable Gas Transmission System pipeline, a 5,954-mile interstate pipeline that provides natural gas transportation and storage services to customers principally in the Anadarko, Arkoma and Ark-La-Tex basins in Oklahoma, Texas, Arkansas, Louisiana and Kansas.

EIA. Energy Information Administration.

Enable GP. Enable GP, LLC, a Delaware limited liability company and the general partner of Enable Midstream Partners, LP.

Enogex. Enogex LLC, a Delaware limited liability company.

ESA. Endangered Species Act.

EPA. Environmental Protection Agency.

EPAct of 2005. Energy Policy Act of 2005.

ERISA. Employee Retirement Income Security Act of 1974.

Exchange Act. Securities Exchange Act of 1934, as amended.

FERC. Federal Energy Regulatory Commission.

FINRA. Financial Industry Regulatory Authority.

Fractionation. The separation of the heterogeneous mixture of extracted NGLs into individual components for end-use sale.

GAAP. Generally accepted accounting principles in the United States.

Gas imbalance. The difference between the actual amounts of natural gas delivered from or received by a pipeline.

General partner. Enable GP, LLC, a Delaware limited liability company, the general partner of Enable Midstream Partners, LP.

GHG. Greenhouse gas.

Gross margin. Total revenues minus cost of goods sold, excluding depreciation and amortization.

HCA. High-consequence area.

HLPSA. Hazardous Liquid Pipeline Safety Act of 1979.

Hinshaw pipeline. A pipeline is exempt from FERC's NGA regulation if its operations are within a single state, if any gas received from interstate sources is received within the state and if its service is regulated by the state commission.

ICA. Interstate Commerce Act.

IRS. Internal Revenue Service.

LDC. Local distribution companies involved in the delivery of natural gas to consumers within a specific geographic area.

Lean gas. Natural gas that is primarily methane without NGLs.

LIBOR. London Interbank Offered Rate.

LNG. Liquefied natural gas.

MAOP. Maximum allowable operating pressure for gas pipelines.

MBbl/d. Thousand barrels per day.

MMcf. Million cubic feet of natural gas.

MMBtu. Million British thermal units.

MMcf/d. Million cubic feet per day.

MOP. Maximum operating pressure for hazardous liquid pipelines.

MRT. Mississippi River Transmission System pipeline, a 1,560-mile interstate pipeline that provides natural gas transportation and storage services principally in Texas, Arkansas, Louisiana, Missouri and Illinois.

NEPA. National Environmental Policy Act.

NGA. Natural Gas Act of 1938.

NGPA. Natural Gas Policy Act of 1978.

NGPSA. Natural Gas Pipeline Safety Act of 1968.

NGLs. Natural gas liquids, which are the hydrocarbon liquids contained within natural gas including condensate.

NYSE. New York Stock Exchange.

OGE Energy. OGE Energy Corp., an Oklahoma corporation, and its subsidiaries, other than Enable Midstream Partners, LP.

OPA. Oil Pollution Act.

OSHA. Occupational Safety and Health Act of 1970.

partnership. Enable Midstream Partners, LP.

PDO. Petition for a Declaratory Order. Petition filed with FERC to seek regulatory assurances for key terms of service offered during an open season.

PHMSA. Pipeline and Hazardous Materials Safety Administration.

PIPES Act. Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006.

Prospectus Directive. Directive 2003/71/EC and amendments thereto.

PSA. Pipeline Safety Act of 1992.

PSIA. Pipeline Safety Improvement Act of 2002.

RCRA. Resource Conservation and Recovery Act of 1976.

REIT. Real Estate Investment Trust.

Residue gas. The pipeline quality natural gas remaining after natural gas is processed.

RICE MACT. Reciprocating internal combustion engines maximum achievable control technology.

Rich gas. Natural gas containing higher concentrations of NGLs that is usually produced in association with crude oil.

SCOOP. South Central Oklahoma Oil Province.

SDWA. Safe Drinking Water Act.

SEC. Securities and Exchange Commission.

Securities Act. Securities Act of 1933, as amended.

SESH. Southeast Supply Header System, LLC.

Sponsors. CenterPoint Energy and OGE Energy.

Superfund. Comprehensive Environmental Response, Compensation and Liability Act of 1980.

Tailoring Rule. Prevention of Significant Deterioration and Title V Greenhouse Gas Tailoring Rule. Phases in permitting requirements for stationary sources of GHGs.

TBtu. Trillion British thermal units.

TBtu/d. Trillion British thermal units per day.

Tcf. Trillion cubic feet of natural gas.

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Common Units
Representing Limited Partner Interests

Prospectus

, 2014

Morgan Stanley
Barclays
Goldman, Sachs & Co.

Until , 2014 (25 days after the date of this prospectus), all dealers that buy, sell or trade our common units, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Set forth below are the expenses (other than underwriting discounts and commissions) expected to be incurred in connection with the issuance and distribution of the securities registered hereby. With the exception of the Securities and Exchange Commission registration fee, the FINRA filing fee and the New York Stock Exchange listing fee, the amounts set forth below are estimates:

Securities and Exchange Commission registration fee	$64,400
FINRA filing fee	75,500
New York Stock Exchange listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer agent and registrar fees	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Enable Midstream Partners, LP

Subject to any terms, conditions or restrictions set forth in the partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever. The section of the prospectus entitled “The Partnership Agreement—Indemnification” discloses that we will generally indemnify officers, directors and affiliates of our general partner to the fullest extent permitted by the law against all losses, claims, damages or similar events and is incorporated herein by reference.

The underwriting agreement to be entered into in connection with the sale of the securities offered pursuant to this registration statement, the form of which will be filed as an exhibit to this registration statement, provides for indemnification of Enable Midstream Partners, LP and our general partner, their officers and directors, and any person who controls our general partner, including indemnification for liabilities under the Securities Act.

Enable GP, LLC

Subject to any terms, conditions or restrictions set forth in the limited liability company agreement, Section 18-108 of the Delaware Limited Liability Company Act empowers a Delaware limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Under the limited liability agreement of our general partner, in most circumstances, our general partner will indemnify the following persons, to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings (whether civil, criminal, administrative or investigative):

- any person who is or was an affiliate of our general partner (other than us and our subsidiaries);

- any person who is or was a member, partner, officer, director, employee, agent or trustee of our general partner or any affiliate of our general partner;
- any person who is or was serving at the request of our general partner or any affiliate of our general partner as an officer, director, employee, member, partner, agent, fiduciary or trustee of another person; and
- any person designated by our general partner.

Our general partner will purchase insurance covering its officers and directors against liabilities asserted and expenses incurred in connection with their activities as officers and directors of our general partner or any of its direct or indirect subsidiaries.

Item 15. Recent Sales of Unregistered Securities.

On May 1, 2013, in connection with the formation of Enable Midstream Partners, LP, we issued (i) a non-economic general partner interest to Enable GP, LLC and (ii) a 28.456% limited partner interest in us to OGE Energy and a 13.212% limited partner interest in us to ArcLight in exchange for their contribution of Enogex to us, in each case in an offering exempt from registration under Section 4(a)(2) of the Securities Act. CenterPoint Energy retained a 58.333% limited partnership interest in us as a result of these transactions. There have been no other sales of unregistered securities within the past three years.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

The following documents are filed as exhibits to this registration statement:

1.1+	Form of Underwriting Agreement
2.1*	Master Formation Agreement dated as of March 14, 2013 by and among CenterPoint Energy, Inc., OGE Energy Corp., Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC
3.1*	Certificate of Limited Partnership of CenterPoint Energy Field Services LP, as amended
3.2	Form of Second Amended and Restated Agreement of Limited Partnership of Enable Midstream Partners, LP (included as Appendix A to the Prospectus)
4.1	Specimen Unit Certificate representing common units (included with Form of Second Amended and Restated Agreement of Limited Partnership of Enable Midstream Partners, LP)
5.1+	Opinion of Baker Botts L.L.P. relating to the legality of the securities being registered
5.2+	Opinion of Jones Day relating to the legality of the securities being registered
8.1+	Opinion of Baker Botts L.L.P. relating to tax matters
10.1*	Revolving Credit Agreement dated as of May 1, 2013 by and among CenterPoint Energy Field Services LP and Citibank, N.A., as administrative agent, UBS Securities LLC, as syndication agent, JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as co-documentation agents, the several lenders from time to time party thereto and the letter of credit issuers from time to time party thereto
10.2*	Term Loan Agreement dated as of May 1, 2013 by and among CenterPoint Energy Field Services LP and Citibank, N.A., as administrative agent, UBS Securities LLC, as syndication agent, JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association as co-documentation agents, and the several lenders thereto
10.3*	Term Loan Agreement dated as of August 2, 2012, by and between Enogex LLC and JPMorgan Chase Bank, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Documentation Agent and Union Bank, N.A. and U.S. Bank National Association as Co-Syndication Agents

10.4*	Issuing and Paying Agency Agreement dated as of November 15, 2009, by and between Enogex LLC and UMB Bank, N.A.
10.5*	Issuing and Paying Agency Agreement dated as of June 15, 2009, by and between Enogex LLC and UMB Bank, N.A.
10.6*	Omnibus Agreement dated as of May 1, 2013 among CenterPoint Energy, Inc., OGE Energy Corp., Enogex Holdings LLC and CenterPoint Energy Field Services LP
10.7*	Services Agreement, dated as of May 1, 2013 between CenterPoint Energy, Inc. and CenterPoint Energy Field Services LP.
10.8*	Services Agreement, dated as of May 1, 2013 between OGE Energy Corp. and CenterPoint Energy Field Services LP.
10.9*	Employee Transition Agreement, dated as of May 1, 2013 among CNP OGE GP LLC, CenterPoint Energy, Inc. and OGE Energy Corp.
10.10*	CNP Transitional Seconding Agreement, dated as of May 1, 2013 between CenterPoint Energy Field Services LP and CenterPoint Energy, Inc.
10.11*	OGE Transitional Seconding Agreement, dated as of May 1, 2013 between CenterPoint Energy Field Services LP and OGE Energy Corp.
10.12*	Registration Rights Agreement dated as of May 1, 2013 by and among CenterPoint Energy Field Services LP, CenterPoint Energy Resources Corp., OGE Enogex Holdings LLC, and Enogex Holdings LLC
10.13*	OGE Energy Corp. Involuntary Severance Benefits Plans for Officers (applicable only to officers of Enogex LLC seconded to Enable Midstream Partners, LP or Enable GP, LLC or one of its subsidiaries)
10.14*	Retention Agreement effective as of October 24, 2013, by and between OGE Enogex Holdings, LLC and E. Keith Mitchell
21.1+	Subsidiaries of Enable Midstream Partners, LP
23.1*	Consent of Deloitte & Touche, LLP
23.2*	Consent of Ernst & Young LLP
23.3+	Consent of Baker Botts L.L.P. (contained in Exhibit 5.1)
23.4+	Consent of Jones Day (contained in Exhibit 5.2)
23.5+	Consent of Baker Botts L.L.P. (contained in Exhibit 8.1)
24.1*	Power of Attorney (contained on the signature page to this Registration Statement)

* Filed herewith.
\+ To be filed by amendment.

(b) Financial Statement Schedules.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for

indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to this offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to this offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to this offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in this offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant undertakes to send to each common unitholder, at least on an annual basis, a detailed statement of any transactions with OGE Energy, CenterPoint Energy, our general partner, or any of their affiliates, and of fees, commissions, compensation and other benefits paid, or accrued to OGE Energy, CenterPoint Energy, our general partner, or any of their affiliates for the fiscal year completed, showing the amount paid or accrued to each recipient and the services performed.

The registrant undertakes to provide to the common unitholders the financial statements required by Form 10-K for the first full fiscal year of operations of the registrant.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oklahoma City in the State of Oklahoma on November 25, 2013.

ENABLE MIDSTREAM PARTNERS, LP

By: ENABLE GP, LLC
Its general partner

By: /s/ E. Keith Mitchell
E. Keith Mitchell
Chief Operating Officer

Each person whose signature appears below appoints Mark C. Schroeder and J. Brent Hagy, and each of them, any of whom may act without the joinder of the other, as his true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and any Registration Statement (including any amendment thereto) for this offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute and substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ E. Keith Mitchell E. Keith Mitchell	Chief Operating Officer (Principal Executive Officer)	November 25, 2013
/s/ Gary L. Whitlock Gary L. Whitlock	Acting Chief Financial Officer (Co-Principal Financial Officer) and Director	November 25, 2013
/s/ Sean Trauschke Sean Trauschke	Acting Chief Financial Officer (Co-Principal Financial Officer) and Director	November 25, 2013
/s/ Tom Levescy Tom Levescy	Chief Accounting Officer and Controller (Principal Accounting Officer)	November 25, 2013
/s/ Peter B. Delaney Peter B. Delaney	Director	November 25, 2013
/s/ Scott M. Prochazka Scott M. Prochazka	Director	November 25, 2013

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10.3*	Term Loan Agreement dated as of August 2, 2012, by and between Enogex LLC and JPMorgan Chase Bank, N.A., as Administrative Agent, Wells Fargo Bank, National Association, as Documentation Agent and Union Bank, N.A. and U.S. Bank National Association, as Co-Syndication Agents
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23.5+	Consent of Baker Botts L.L.P. (contained in Exhibit 8.1)
24.1*	Power of Attorney (contained on the signature page to this Registration Statement)

* Filed herewith.
\+ To be filed by amendment.

Exhibit 2.1

EXECUTION VERSION

MASTER FORMATION AGREEMENT

by and among

CENTERPOINT ENERGY, INC.,

OGE ENERGY CORP.,

BRONCO MIDSTREAM HOLDINGS, LLC

AND

BRONCO MIDSTREAM HOLDINGS II, LLC

March 14, 2013

MASTER FORMATION AGREEMENT

THIS MASTER FORMATION AGREEMENT (this "***Agreement***") dated as of March 14, 2013 (the "***Execution Date***"), is entered into by and among CenterPoint Energy, Inc., a Texas corporation ("***CNP***"), OGE Energy Corp., an Oklahoma corporation ("***OGE***"), Bronco Midstream Holdings, LLC, a Delaware limited liability company ("***Bronco I***"), and Bronco Midstream Holdings II, LLC, a Delaware limited liability company ("***Bronco II***," and together with Bronco I, the "***Bronco Group***").

WITNESSETH:

WHEREAS, CNP indirectly owns 100% of the outstanding capital stock of CenterPoint Energy Resources Corp., a Delaware corporation ("***CERC***").

WHEREAS, CERC owns 100% of the outstanding limited liability company interests of CenterPoint Energy Field Services, LLC, a Delaware limited liability company ("***CEFS***"), 100% of the outstanding limited liability company interests of CenterPoint Energy Gas Transmission Company, LLC, a Delaware limited liability company ("***CEGT***"), 100% of the outstanding limited liability company interests of CenterPoint Energy – Mississippi River Transmission, LLC, a Delaware limited liability company ("***MRT***"), 100% of the outstanding limited liability company interests of CenterPoint Energy Southeastern Pipelines Holding, LLC, a Delaware limited liability company ("***SEPH***"), and 100% of the outstanding equity interests of the Other CNP Midstream Subsidiaries (the Other CNP Midstream Subsidiaries, collectively with CEFS, CEGT, MRT, SEPH and each of their respective Subsidiaries, the "***CNP Midstream Entities***").

WHEREAS, OGE owns 100% of the outstanding limited liability company interests of OGE Enogex Holdings LLC, a Delaware limited liability company ("***OGEH***").

WHEREAS, OGEH and the Bronco Group collectively own 100% of the outstanding limited liability company interests of Enogex Holdings LLC, a Delaware limited liability company ("***Enogex Holdings***").

WHEREAS, the Parties desire to form a joint venture between the businesses of the CNP Midstream Entities and Enogex Holdings that will initially operate as a private limited partnership.

WHEREAS, CNP, OGE and the Bronco Group desire to enter into a series of transactions, on the terms and conditions set forth in this Agreement, to effectuate such contribution of interests.

NOW, THEREFORE, in consideration of the premises set forth above and the respective representations, warranties, covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 *Definitions*. In this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

"***Affiliate***" has the meaning set forth in Rule 405 of the rules and regulations under the Securities Act, unless otherwise expressly stated herein.

"***Agreement***" has the meaning set forth in the Preamble.

"***Assignment***" means that certain Assignment to be entered into on the Closing Date, substantially in the form of Exhibit A hereto.

"***Board of Directors***" has the meaning ascribed to the term "Board of Directors" in the Opco Partnership Agreement.

"***Bronco I***" has the meaning set forth in the Preamble.

"***Bronco II***" has the meaning set forth in the Preamble.

"***Bronco Group***" has the meaning set forth in the Preamble.

"***Bronco Group LP Contribution***" has the meaning set forth in Section 2.1(h).

"***Bronco Group Representative***" is defined in Section 10.5(a).

"***Business***" means (a) with respect to any of the Enogex Entities, the business of the Enogex Entities, or (b) with respect to any of the CNP Midstream Entities, the business of the CNP Midstream Entities.

"***Business Day***" means any day on which commercial banks are generally open for business in New York, New York other than a Saturday, a Sunday or a day observed as a holiday in New York, New York under the Laws of the State of New York or the federal Laws of the United States of America.

"***CEFS***" has the meaning set forth in the Recitals.

"***CEGT***" has the meaning set forth in the Recitals.

"***CEIGT***" has the meaning set forth in Section 3.19(a).

"***CERC***" has the meaning set forth in the Recitals.

"***CERC Contribution Agreement***" means that certain Contribution Agreement to be entered into by certain of the CNP Midstream Entities on the Closing Date, substantially in the form of Exhibit B hereto.

"***CERC Intercompany Notes***" means the forms of Promissory Notes, substantially in the forms of Exhibit C hereto.

"***CERC Financial Statements***" has the meaning set forth in Section 3.4(b).

"***Closing***" has the meaning set forth in Section 2.2.

"***Closing Date***" has the meaning set forth in Section 2.2.

"***CNP***" has the meaning set forth in the Preamble.

"***CNP Disclosure Schedule***" means the disclosure schedule prepared and delivered by CNP to OGE and the Bronco Group as of the Execution Date.

"***CNP Indemnified Taxes***" means all federal, state and local income tax liabilities attributable to the ownership, management and operation of the CNP Midstream Entities or the ownership and operation of the assets or Business of the CNP Midstream Entities and incurred on or prior to the Closing Date, determined for the avoidance of doubt, on a closing of the books method, including (a) any such income tax liabilities of CNP and its Affiliates (including any CNP Midstream Entity) that may result from the consummation of the transactions contemplated by this Agreement and (b) any income tax liabilities arising under Treasury Regulations Section 1.1502-6 and any similar provisions from state, local or foreign applicable Law, by contract, as successor, transferee or otherwise, or which income tax is attributable to having been a member of a consolidated, combined or unitary group and also any Tax other than an income Tax imposed on any CNP Midstream Entity that does not relate to the assets and Business of the CNP Midstream Entities but results from the business or operation of any other Affiliate of CNP. For purposes of this definition, any tax (including the Texas franchise tax) that may be computed based on income or net margin shall be treated as an income tax.

"***CNP Independent Contractor***" means an individual, not a business organization, who primarily provides services for the benefit of the CNP Midstream Entities.

"***CNP Midstream Debt Funding Amount***" has the meaning set forth in Section 6.7(b)(ii).

"***CNP Midstream Entities***" has the meaning set forth in the Recitals.

"***CNP Midstream Financial Statements***" has the meaning set forth in Section 3.4(a).

"***CNP Midstream Insurance Policy***" has the meaning set forth in Section 3.13.

"***CNP Midstream Joint Ventures***" means, collectively, Caliber Gathering, LLC, a Delaware limited liability company, Southeast Supply Header, LLC, a Delaware limited liability company, Crosspoint Pipeline, LLC, a Delaware limited liability company, OQ Partners, a Texas general partnership, and Pine Pipeline Acquisition Company, L.L.C, a Delaware limited liability company, and each of their respective Subsidiaries.

"***CNP Midstream Material Adverse Effect***" means a Material Adverse Effect with respect to CNP Midstream Entities, taken as a whole, or a material adverse effect on the ability of CNP to consummate the transactions contemplated hereby or to perform its material obligations hereunder.

"***CNP Midstream Material Agreements***" has the meaning set forth in Section 3.8(a).

"***CNP Midstream Permits***" has the meaning set forth in Section 3.7(b).

"***CNP Midstream Related Employees***" means employees of CNP, CERC or any of the CNP Midstream Entities whose services are provided primarily to the CNP Midstream Entities.

"***CNP Plan***" has the meaning set forth in Section 3.15(b).

"***CNP SEC Reports***" means all reports, including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, forms, schedules, statements and other documents CNP and CERC were required prior to the date hereof to file with or furnish to the SEC, as applicable, pursuant to the Exchange Act or the Securities Act.

"***CNP Services Agreement***" means that certain Services Agreement to be entered into at the Closing between New GP LLC and CNP, substantially in the form of Exhibit D hereto.

"***CNP Transitional Seconding Agreement***" means that certain Transitional Seconding Agreement to be entered into at the Closing between CNP and New GP LLC, substantially in the form of Exhibit 1 to the Employee Transition Agreement.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Collective Bargaining Agreement***" means any agreement between one of the Parties and a labor organization that represents any of the Enogex Related Employees or the CNP Midstream Related Employees.

"***Confidentiality Agreement***" means that certain Confidentiality Agreement dated as of November 29, 2011 between CNP and OGE and its subsidiaries and affiliates, as the same may be amended from time to time.

"***Confidential Information***" has the meaning set forth in Section 6.2(c).

"***Consolidated Group***" means (a) with respect to CNP, CERC and the CNP Midstream Entities, and (b) with respect to OGE, OGEH and the Enogex Entities. A reference to a Consolidated Group is a collective reference to the members of such Consolidated Group.

"***Credit Facilities***" has the meaning set forth in Section 6.5(a).

"***Deemed Term Loan***" means (a) $1,050 million in outstanding borrowings as of January 1, 2013 plus (b) additional amounts equal the amounts provided under Sections 6.7(b)(i)(A) and (B) as such amounts are incurred, all bearing interest at a rate of 5.08% per annum.

"***Delaware Courts***" has the meaning set forth in Section 10.2.

"***DRULPA***" means the Delaware Revised Uniform Limited Partnership Act, as amended.

"***EH II***" has the meaning set forth in Section 2.1(b).

"***EH II LLC Agreement***" means that certain Limited Liability Company Agreement of Enogex Holdings II LLC, to be entered into prior to the Closing, substantially in the form of Exhibit E hereto.

"***EH Contribution Agreement***" means that certain Enogex Holdings Contribution and Redemption Agreement, to be entered into prior to the Closing, substantially in the form of Exhibit F hereto.

"***EH Economic Units***" has the meaning ascribed to the term "Economic Units" in the EH II LLC Agreement.

"***EH Management Units***" has the meaning ascribed to the term "Management Units" in the EH II LLC Agreement.

"***Employee Benefit Plan***" means any "employee benefit plan" (within the meaning of Section 3(3) of ERISA), any plans that would be "employee benefits plans" if they were subject to ERISA (such as foreign plans and plans for directors), and any equity-based compensation, option, change-in-control, incentive, employee loan, deferred compensation, pension, profit-sharing, retirement, bonus, retention bonus, severance and other employee benefit, compensation or fringe benefit plan, agreement, program, policy, practice, understanding or other arrangement, regardless of whether subject to ERISA (including any funding mechanism now in effect or required in the future), whether formal or informal, oral or written, legally binding or not, maintained by, sponsored by or contributed to by or obligated to be contributed to by the entity in question or with respect to which the entity in question has any obligation or liability, whether secondary, contingent or otherwise.

"***Employee Transition Agreement***" means that certain Employee Transition Agreement to be entered into at the Closing between New GP LLC, CNP and OGE, substantially in the form of Exhibit G hereto.

"***Employment Agreement***" means any agreement to which any entity is a party with a natural person (whether as an employee, director or consultant), that provides for compensation for such person's services, other than (a) standard offer letters providing for only at-will employment or (b) any agreement that is terminable upon 30 days notice or less without liability to the employer entity or any of its Affiliates.

"***Encumbrances***" means pledges, restrictions on transfer, proxies and voting or other agreements, liens, claims, charges, mortgages, security interests or other legal or equitable encumbrances, limitations or restrictions of any nature whatsoever.

"***End Date***" has the meaning set forth in Section 9.1(f).

"***Enogex Entities***" means (a) prior to the consummation of the transactions contemplated by the EH Contribution Agreement, Enogex Holdings and the Subsidiaries of Enogex Holdings and (b) after giving effect to the consummation of the transactions contemplated by the EH Contribution Agreement, EH II and the Subsidiaries of EH II.

"***Enogex Financial Statements***" has the meaning set forth in Section 4.4.

"***Enogex Holdings***" has the meaning set forth in the Recitals.

"***Enogex Independent Contractor***" means an individual, not a business organization, who primarily provides services for the benefit of Enogex Entities.

"***Enogex Insurance Policy***" has the meaning set forth in Section 4.13.

"***Enogex LLC***" means Enogex LLC, a Delaware limited liability company.

"***Enogex Material Adverse Effect***" means a Material Adverse Effect with respect to the Enogex Entities, taken as a whole, or a material adverse effect on the ability of OGE or the Bronco Group to consummate the transactions contemplated hereby or to perform its material obligations hereunder.

"***Enogex Material Agreements***" has the meaning set forth in Section 4.8(a).

"***Enogex Permits***" has the meaning set forth in Section 4.7(b).

"***Enogex Plan***" has the meaning set forth in Section 4.15(b).

"***Enogex Related Employees***" means employees of OGE or any of the Enogex Entities whose services are provided primarily to the Enogex Entities.

"***Enogex Revolving Credit Facility***" means that certain credit agreement, dated as of December 13, 2011, by and between Enogex LLC, the lenders thereto, Wells Fargo Bank, National Association, as administrative agent, JPMorgan Chase Bank, N.A., as syndication agent, Mizuho Corporate Bank, Ltd., The Royal Bank of Scotland PLC, UBS Securities LLC and Union Bank, N.A., as co-documentation agents.

"***Enogex Senior Notes***" means the 6.875% Senior Notes, Series Due July 15, 2014, of Enogex LLC, issued pursuant to that certain Issuing and Paying Agency Agreement dated as of June 15, 2009, by and between Enogex LLC and UMB Bank, N.A., and the 6.25% Senior Notes, Series Due March 15, 2020, of Enogex LLC, issued pursuant to that certain Issuing and Paying Agency Agreement dated as of November 15, 2009, by and between Enogex LLC and UMB Bank, N.A.

"***Enogex Short Term Facilities***" means the Enogex Revolving Credit Facility and the OGE Internal Cash Management Facility.

"***Enogex Short Term Funding Amount***" has the meaning set forth in Section 6.7(a)(iii).

"***Enogex Term Loan***" means that certain Term Loan Agreement, dated as of August 2, 2012, by and between Enogex LLC, JP Morgan Chase Bank, N.A. and the other parties thereto.

"***Environmental Laws***" means any applicable law (including common law) regulating or prohibiting Releases of Hazardous Materials into any part of the workplace or the environment, relating to the generation, manufacture, processing, distribution, use, treatment, storage, transport or use of Hazardous Materials, or pertaining to the prevention of pollution or remediation of contamination or the protection of natural resources, wildlife, the environment or public or employee health and safety, including the Comprehensive Environmental Response, Compensation, and Liability Act ("***CERCLA***") (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Clean Water Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. Section 2701 et seq.), the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136 et seq.) and the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) ("***OSHA***") and the regulations promulgated pursuant thereto, and any analogous international treaties, national, provincial, state or local statutes, and the regulations promulgated pursuant thereto, as such laws have been amended as of the Closing Date.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" of an entity means a corporation, trade, business, or entity under common control with such entity, within the meaning of, or treated, with such entity, as a single employer under, Section 414(b) or (c) of the Code or Section 4001 of ERISA.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Execution Date***" has the meaning set forth in the Preamble.

"***FCC***" means the United States Federal Communications Commission.

"***FERC***" means the United States Federal Energy Regulatory Commission.

"***GAAP***" has the meaning set forth in Section 1.2(c).

"***Governing Documents***" means any of the following: (a) in the instance of a corporation, the certificate or articles of incorporation or formation and bylaws of such corporation, (b) in the instance of a partnership, the partnership agreement, (c) in the instance of a limited partnership, the certificate of formation of limited partnership and the limited partnership agreement, and (d) in the instance of a limited liability company, the articles of organization or certificate of formation and limited liability company agreement or similar agreement.

"***Governmental Entity***" means any (a) multinational, federal, national, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, administrative agency, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, in each case, that has jurisdiction or authority with respect to the applicable party.

"***GP Economic Units***" has the meaning ascribed to the term "Economic Units" in the GP LLC Agreement.

"***GP LLC Agreement***" means that certain Amended and Restated Limited Liability Company Agreement of New GP LLC to be entered into prior to the Closing, substantially in the form of Exhibit H hereto, which is to be effective on the date on which OGE becomes a member of New GP LLC.

"***GP Management Units***" has the meaning ascribed to the term "Management Units" in the GP LLC Agreement.

"***GP Membership Interests***" means, collectively, the GP Economic Units and the GP Management Units.

"***Hazardous Material***" means and includes any substance defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Laws, including any petroleum or petroleum products that have been Released into the environment.

"***HSR Act***" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***HSR Clearance***" means the expiration or termination of the applicable waiting period under the HSR Act (including any extended waiting period arising as a result of a request for additional information).

"***Initial Closing Date***" has the meaning set forth in Section 2.2.

"***Intercompany Notes***" has the meaning set forth in Section 6.7(c).

"***Knowledge***" means (a) with respect to CNP, the actual knowledge of each individual listed in Section 1.1(a) of the CNP Disclosure Schedule and (b) with respect to OGE, the actual knowledge of each individual listed in Section 1.1(a) of the OGE/Bronco Group Disclosure Schedule, in each case after due inquiry.

"***Laws***" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the NYSE), but does not include Environmental Laws or ERISA.

"***Losses***" has the meaning set forth in the Omnibus Agreement.

"***Material Adverse Effect***" means, with respect to any given Person, a material and adverse effect on the condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, operations or results of operations of such Person; *provided, however*, that a Material Adverse Effect shall not include any effect on the condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, operations or results of

operations of such Person to the extent arising out of or attributable to (a) any decrease in the market price of such Person's (or such Person's parent's) publicly traded equity securities (but not any change or effect underlying such decrease to the extent such change or effect would otherwise contribute to a Material Adverse Effect), (b) changes in the general state of the industries in which such Person operates to the extent that such changes would have the same general effect on companies engaged in such industries, (c) changes in general economic conditions (including changes in commodity prices or interest rates), financial or securities markets or political conditions, in each case to the extent that such changes would have the same general effect on companies engaged in the same lines of business as those conducted by such Person, (d) the negotiation, announcement or proposed consummation of the transactions contemplated by this Agreement, including the loss or departure of officers or other employees of such Person or its Subsidiaries or any adverse change in customer, distributor, supplier or similar relationships resulting therefrom (provided that the exceptions in this clause (d) shall not apply to that portion of any representation or warranty contained in this Agreement to the extent that the purpose of such portion of such representation or warranty is to address the consequences resulting from the execution and delivery of this Agreement, the public announcement or pendency of the transactions contemplated by this Agreement or the performance of obligations or satisfaction of conditions under this Agreement), (e) changes in GAAP or the interpretation thereof or changes in applicable Law or the interpretation or enforcement thereof, (f) acts of terrorism, war, sabotage or insurrection not directly damaging or impacting such Person, to the extent that such acts have the same general effect on companies engaged in the same lines of business as those conducted by such Person, (g) the failure to take any action as a result of any restrictions or prohibitions set forth in Section 6.1 with respect to which the other Parties refused, following the subject Party's request, to provide a waiver in a timely manner or at all, (h) compliance with the terms of, or the taking of any action required by, this Agreement, (i) the downgrade in rating of any debt or debt securities of CNP, CERC, OGE or Enogex LLC, (j) any legal proceedings arising out of or related to this Agreement or any of the transactions contemplated hereby or (k) the failure by such Person or any of its Subsidiaries to meet any internal or published industry analyst projections or forecasts or estimates of revenues or earnings for any period (it being understood and agreed that the facts and circumstances that may have given rise or contributed to such failure that are not otherwise excluded from the definition of a Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect).

"***Materiality Requirement***" means any requirement in a representation or warranty that a condition, event or state of fact be "material," correct or true in "all material respects," have an "Enogex Material Adverse Effect" or an "CNP Midstream Material Adverse Effect" or be or not be "reasonably expected to have an Enogex Material Adverse Effect" or "reasonably expected to have a CNP Midstream Material Adverse Effect" (or other words or phrases of similar effect or impact) in order for such condition, event or state of facts to cause such representation or warranty to be inaccurate.

"***MRT***" has the meaning set forth in the Recitals.

"***Natural Gas Act***" has the meaning set forth in Section 3.19(a).

"***New GP LLC***" has the meaning set forth in Section 2.1(a).

"***New GP LLC Tax Sharing Agreement***" has the meaning set forth in Section 6.10.

"***NGPA***" has the meaning set forth in Section 3.19(a).

"***NLRB***" means the National Labor Relations Board.

"***Notice***" has the meaning set forth in Section 10.1.

"***NYSE***" means the New York Stock Exchange.

"***OGE***" has the meaning set forth in the Preamble.

"***OGE/Bronco Group Disclosure Schedule***" means the disclosure schedule prepared and delivered by OGE and the Bronco Group to CNP as of the Execution Date.

"***OGE/Bronco Group Indemnified Taxes***" means all federal, state and local income tax liabilities attributable to the ownership, management and operation of the Enogex Entities or the ownership and operation of the assets or Business of the Enogex Entities and incurred on or prior to the Closing Date, determined, for the avoidance of doubt, on a closing of the books method, including (a) any such income tax liabilities of OGE, the Bronco Group and their Affiliates (including any Enogex Entity) that may result from the consummation of the transactions contemplated by this Agreement and (b) any income tax liabilities arising under Treasury Regulations Section 1.1502-6 and any similar provisions from state, local or foreign applicable Law, by contract, as successor, transferee or otherwise, or which income tax is attributable to having been a member of a consolidated, combined or unitary group and also any Tax other than an income Tax imposed on any Enogex Entity that does not relate to the assets and Business of the Enogex Entities but results from the business or operation of any other Affiliate of OGE. For purposes of this definition, any tax (including the Oklahoma franchise tax) that may be computed based on income or net margin shall be treated as an income tax.

"***OGEH***" has the meaning set forth in the Recitals.

"***OGE Internal Cash Management Facility***" means that certain Second Amended and Restated Revolving Credit and Investment Agreement between Enogex LLC and OGE Energy Corp., dated April 1, 2008, as amended from time to time.

"***OGE LP Contribution***" has the meaning set forth in Section 2.1(g).

"***OGE SEC Reports***" means all reports, including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, forms, schedules, statements and other documents OGE was required prior to the date hereof to file with or furnish to the SEC, as applicable, pursuant to the Exchange Act or the Securities Act.

"***OGE Services Agreement***" means that certain Services Agreement to be entered into at the Closing between New GP LLC and OGE, substantially in the form of Exhibit I hereto.

"***OGE Transitional Seconding Agreement***" means the Transitional Seconding Agreement to be entered into at the Closing between OGE and New GP LLC substantially in the form of Exhibit 2 to the Employee Transition Agreement.

"***Omnibus Agreement***" means that certain Omnibus Agreement to be entered into at the Closing among CNP, OGE, Enogex Holdings and CEFS, substantially in the form of Exhibit J hereto.

"***Opco LP***" has the meaning set forth in Section 2.1(e).

"***Opco LP Common Units***" means the Common Units (as defined in the Opco Partnership Agreement) of Opco LP issued pursuant to the Opco Partnership Agreement.

"***Opco LP Tax Sharing Agreement***" has the meaning set forth in Section 6.10.

"***Opco Partnership Agreement***" means that certain Limited Partnership Agreement of Opco LP to be entered into at the Closing, substantially in the form of Exhibit K hereto.

"***Other CNP Midstream Subsidiaries***" means CenterPoint Energy – Illinois Gas Transmission Company, a Delaware corporation, CenterPoint Energy Pipeline Services, Inc., a Delaware corporation, and CenterPoint Energy Intrastate Holdings, LLC, a Delaware limited liability company.

"***Party***" or "***Parties***" means each of (a) CNP, (b) OGE and (c) the Bronco Group, or all of them collectively, as applicable.

"***PBGC***" means the Pension Benefit Guaranty Corporation.

"***Permitted Encumbrances***" means (a) Encumbrances for Taxes not yet delinquent or being contested in good faith by appropriate proceedings, (b) statutory Encumbrances (including materialmen's, warehousemen's, mechanic's, repairmen's, landlord's and other similar liens) arising in the ordinary course of business and securing payments not yet delinquent or being contested in good faith by appropriate proceedings, (c) Encumbrances of public record (other than for indebtedness for borrowed money), (d) the rights of lessors and lessees under leases, and the rights of third parties under any agreement, executed in the ordinary course of business, (e) the rights of licensors and licensees under licenses executed in the ordinary course of business, (f) restrictive covenants, easements, rights of way, defects, imperfections or irregularities of title and other similar Encumbrances, that (i) do not materially detract from the value of the property, (ii) do not materially interfere with either the present or intended use of such property and (iii) do not individually or in the aggregate interfere with the conduct of the business of such Person, (g) purchase money Encumbrances and Encumbrances securing rental payments under capital lease arrangements, (h) any Encumbrances created pursuant to construction, operating, maintenance or similar agreements, (i) Encumbrances referenced in any real property document provided or made available in any Party's electronic or physical data room, in the CNP Disclosure Schedule or in the OGE/Bronco Group Disclosure Schedule, as applicable, (j) Encumbrances contained in the Governing Documents of a CNP Midstream Entity or an Enogex Entity and (k) Encumbrances listed in Section 1.1(b) of the CNP Disclosure Schedule or Section 1.1(b) of the OGE/Bronco Group Disclosure Schedule, but excluding any Encumbrances arising out of or relating to, directly or indirectly, any Employee Benefit Plan of such Person.

"***Person***" includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, association, trust, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, regardless of whether having legal status.

"***Pre-Closing CNP Midstream Debt Fundings***" has the meaning set forth in Section 6.7(b).

"***Pre-Closing Enogex Short Term Fundings***" has the meaning set forth in Section 6.7(a)(i).

"***Registration Rights Agreement***" means that certain Registration Rights Agreement to be entered into at the Closing by and among Enogex Holdings, CNP, OGE and Opco LP, substantially in the form of Exhibit L hereto.

"***Release***" or "***Released***" means any depositing, spilling, leaking, pumping, pouring, placing, burying, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the environment.

"Repayment" has the meaning set forth in Section 6.5(a).

"***Revolving Credit Facility***" has the meaning set forth in Section 6.5(a).

"***Rights-of-Way***" has the meaning set forth in Section 3.11(b).

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

"***Securities Act***" means the Securities Act of 1933, as amended.

"***SEPH***" has the meaning set forth in the Recitals.

"***SESH***" has the meaning set forth in Section 3.3(c).

"***SESH LLC Agreement***" has the meaning set forth in Section 6.8.

"***Spectra***" has the meaning set forth in Section 6.8.

"***Spectra Consent***" has the meaning set forth in Section 6.8.

"***State Regulatory Authority***" means any state agency or authority having jurisdiction over the rates or facilities of any CNP Midstream Entity or any Enogex Entity, as applicable.

"***Subsidiary***" means with respect to a specified Person, any other Person (a) that is a subsidiary as defined in Rule 405 of the rules and regulations under the Securities Act of such specified Person and (b) of which such specified Person or another of its Subsidiaries owns beneficially 50% or more of the economic interests.

"***Tax***" or "***Taxes***" means any taxes, assessments, charges, duties, fees, levies, imposts or other similar charges imposed by any Governmental Entity, including income, profits, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, value added, goods and services, turnover, sales, use, property, personal property (tangible and intangible), environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, fuel, excess profits, occupational, premium, windfall profit, severance, estimated, deficiency, escheat or unclaimed property obligation or any similar charge, including interest, penalty or addition thereto, whether disputed or not.

"***Tax Return***" means any return, declaration, report, election, designation, notice, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"***Term Loan Facility***" has the meaning set forth in Section 6.5(a).

"***Test Period***" means the period from January 1, 2013 through Closing.

"***Transaction Documents***" means, collectively, that certain Letter Agreement re: Initial Budget to be entered into by CNP, OGE and the Bronco Group as of the Execution Date, the CERC Contribution Agreement, the CNP Services Agreement, the CNP Transitional Seconding Agreement, the Employee Transition Agreement, the EH II LLC Agreement, the EH Contribution Agreement, the GP LLC Agreement, the OGE Services Agreement, the OGE Transitional Seconding Agreement, the Omnibus Agreement, the Opco Partnership Agreement and the Registration Rights Agreement.

"***Utility Holding***" has the meaning set forth in Section 3.3(a).

1.2 *Rules of Construction*.

(a) The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article" or "Section" followed by a number or a letter refer to the specified Article or Section of this Agreement. The Exhibits and Annexes attached to this Agreement are hereby incorporated by reference into this Agreement and form part hereof. Unless otherwise indicated, all references to an "Exhibit" or an "Annex" followed by a number or a letter refer to the specified Exhibit or Annex to this Agreement. The terms "this Agreement," "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement (including the CNP Disclosure Schedule, the OGE/Bronco Group Disclosure Schedule, the Exhibits and Annexes) and not to any particular Article, Section or other portion hereof.

(b) The CNP Disclosure Schedule and the OGE/Bronco Group Disclosure Schedule, as well as all other schedules and all exhibits hereto, will be deemed part of this Agreement and included in any reference to this Agreement. The CNP Disclosure Schedule and the OGE/Bronco Group Disclosure Schedule set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the information in the CNP Disclosure Schedule or OGE/Bronco Group Disclosure Schedule, as the case may be, relates;

provided, *however*, that any fact or item that is disclosed in any section of the CNP Disclosure Schedule or the OGE/Bronco Group Disclosure Schedule that is reasonably apparent on its face to qualify another representation or warranty of CNP or OGE or the Bronco Group, as applicable, shall be deemed also to be disclosed in the other sections of the CNP Disclosure Schedule or the OGE/Bronco Group Disclosure Schedule, as the case may be, notwithstanding the omission of any appropriate cross-reference thereto. Notwithstanding anything in this Agreement to the contrary, the inclusion of an item in either such disclosure schedule as an exception to a representation or warranty will not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or could reasonably be expected to have a CNP Midstream Material Adverse Effect or an Enogex Material Adverse Effect, as the case may be.

(c) Unless otherwise specifically indicated or the context otherwise requires, (i) all references to "dollars" or "$" mean United States dollars, (ii) words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders, (iii) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," and (iv) all words used as accounting terms shall have the meanings assigned to them under United States generally accepted accounting principles applied on a consistent basis and as amended from time to time ("***GAAP***"). If any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day. Reference to any Party hereto is also a reference to such Party's permitted successors and assigns.

(d) The term "made available" and words of similar import means that the relevant documents, instruments or materials were (i) posted and made available to the other Party on the IntraLinks due diligence data site maintained by any Party for the purpose of the transactions contemplated by this Agreement, prior to the date hereof, or (ii) publicly available by virtue of the relevant Party's filing of a publicly available document, including any of the CNP SEC Reports or OGE SEC Reports and any final registration statement, prospectus, report, form, schedule or definitive proxy statement filed with the SEC pursuant to the Securities Act or the Exchange Act, and in all cases publicly available on or after December 31, 2011 and prior to the Execution Date.

(e) The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties to this Agreement by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement, and no rule of strict construction will be applied against any Party hereto. This Agreement will not be interpreted or construed to require any Person to take any action, or fail to take any action, if to do so would violate any applicable Law.

ARTICLE II
FORMATION, CONTRIBUTION AND EXCHANGE; CLOSING

2.1 *Formation, Contribution and Exchange*. On the terms and subject to the conditions set forth in this Agreement:

(a) not more than two Business Days prior to the Closing, CNP will cause CERC to form a wholly owned limited liability company ("***New GP LLC***"), which will serve as the general partner of Opco LP;

(b) not more than two Business Days prior to the Closing, OGE and the Bronco Group will cause Enogex Holdings to form Enogex Holdings II LLC, a Delaware limited liability company ("***EH II***"), and will cause Enogex Holdings to enter into the EH II LLC Agreement;

(c) immediately prior to the Closing, OGE and the Bronco Group will cause, among other things, Enogex Holdings to contribute 100% of Enogex LLC to EH II and redeem OGE's membership interest in Enogex Holdings in exchange for EH Economic Units and EH Management Units, pursuant to the EH Contribution Agreement;

(d) immediately prior to the Closing, CNP will cause, among other things, CERC to contribute 100% of the outstanding equity interests of CEGT, MRT and the Other CNP Midstream Subsidiaries, and SEPH to transfer an interest in SESH in accordance with Section 6.8, to CEFS pursuant to the CERC Contribution Agreement;

(e) immediately prior to the Closing, CNP will cause CEFS to be converted into a Delaware limited partnership ("***Opco LP***") with New GP LLC as its general partner holding 100% of the general partner interest therein; and Opco LP shall be renamed in accordance with Section 6.11;

(f) at the Closing, OGE will cause OGEH to contribute to New GP LLC, as a capital contribution, 100% of the EH Management Units, free and clear of all Encumbrances;

(g) at the Closing, OGE will cause OGEH to contribute 100% of its EH Economic Units to Opco LP, free and clear of all Encumbrances, in exchange for Opco LP Common Units (the "***OGE LP Contribution***");

(h) at the Closing, the Bronco Group will cause Enogex Holdings to contribute 100% of its EH Economic Units to Opco LP, free and clear of all Encumbrances, in exchange for Opco LP Common Units (the "***Bronco Group LP Contribution***");

(i) in exchange for, and simultaneously with, the OGE LP Contribution:

(i) New GP LLC will issue to OGEH 50% of the GP Management Units and 60% of the GP Economic Units; and

(ii) Opco LP will issue to OGEH 141,956,176 Opco LP Common Units, representing a 28.002% limited partner interest in Opco LP (or a 28.456% limited partner interest in Opco LP if the Spectra Consent is not obtained at Closing);

(j) in exchange for, and simultaneously with, the Bronco Group LP Contribution, at the Closing, Opco LP will issue to Enogex Holdings 65,908,224 Opco LP Common Units, representing a 13.001% limited partner interest in Opco LP (or a 13.212% limited partner interest in Opco LP if the Spectra Consent is not obtained at Closing);

(k) upon completion of and as a result of the transactions described in Section 2.1(g) and Section 2.1(h), CERC will hold 299,089,529 Opco LP Common Units, representing a 58.997% limited partner interest in Opco LP (or 291,002,583 Opco LP Common Units, representing a 58.333% limited partner interest in Opco LP if the Spectra Consent is not obtained prior to Closing) and 50% of the GP Management Units and 40% of the GP Economic Units.

2.2 *Closing*. Subject to the satisfaction or waiver of the conditions to closing set forth in Article VII, the closing of the transactions contemplated by this Article II (the "***Closing***") shall be held at the offices of Jones Day at 717 Texas Avenue, Suite 3300, Houston, Texas 77002 on the first Business Day of the calendar month following the satisfaction or waiver of all of the conditions set forth in Article VII (other than conditions that would normally be satisfied on the Closing Date) (such date, the "***Initial Closing Date***"), commencing at 9:00 a.m., Houston time, or such other place, date and time as may be mutually agreed upon in writing by the Parties hereto; *provided, however*, that if on the Initial Closing Date the Revolving Credit Facility shall not have been executed and delivered by each of Opco LP, the applicable subsidiaries of Opco LP required pursuant thereto and the respective lenders party thereto, then each of CNP, OGE or the Bronco Group may, in its sole discretion, delay the Closing to the first Business Day of the next succeeding calendar month following the Initial Closing Date. The "***Closing Date***," as referred to herein, shall mean the date on which the Closing occurs.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF CNP

Except as disclosed in the CNP Disclosure Schedule, CNP hereby represents and warrants to OGE and the Bronco Group as follows (to the extent any representations and warranties cover any CNP Midstream Joint Ventures, such representation and warranty with respect to such CNP Midstream Joint Ventures is given to the Knowledge of CNP):

3.1 *Organization; Qualification.*

(a) Each of CNP, CERC and each CNP Midstream Entity has been duly formed and is validly existing and in good standing as a corporation, general partnership, limited partnership or limited liability company, as applicable, under the Law of its jurisdiction of formation with all requisite corporate, partnership or limited liability company, as applicable, power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, except in each case where the failure to have such power or authority would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect. Each of CNP, CERC and each CNP Midstream Entity is duly qualified and in good standing to do business as a foreign corporation, foreign limited partnership or foreign limited liability company, as the case may be, in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary, except such jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect.

(b) Section 3.1(b) of the CNP Disclosure Schedule sets forth a true and complete list of each of the CNP Midstream Entities, together with (i) the nature of the legal organization of

such Person, (ii) the jurisdiction of formation of such Person, (iii) the name of each CNP Midstream Entity that owns beneficially or of record any equity or similar interest in such Person and (iv) the percentage interest owned by CNP, CERC or each such CNP Midstream Entity in such Person, in each case as of the Execution Date and after giving effect to the transactions contemplated by the CERC Contribution Agreement.

(c) Each of CNP and the CNP Midstream Entities has heretofore made available to OGE and the Bronco Group complete and correct copies of its Governing Documents.

3.2 *Authority; No Violation; Consents and Approvals*. CNP has all requisite corporate power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by CNP of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of CNP, and no other corporate or other organizational proceeding on the part of CNP or any Affiliate thereof is necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by CNP and, assuming the due authorization, execution and delivery hereof by OGE and the Bronco Group, constitutes a legal, valid and binding agreement of CNP, enforceable against CNP in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)). Except as disclosed in Section 3.2 of the CNP Disclosure Schedule, for matters expressly contemplated by this Agreement and matters described in clauses (b), (c), (d) or (e) below that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, neither the execution and delivery by CNP of this Agreement, nor the consummation by CNP, CERC or any of the CNP Midstream Entities of the transactions contemplated hereby, including the execution and delivery of the Transaction Documents to which such entities are party on or prior to the Closing Date, and the performance by CNP and its applicable Subsidiaries of this Agreement or such other Transaction Documents, will (a) violate or conflict with any provision of the Governing Documents of CNP, CERC or any of the CNP Midstream Entities; (b) require any consent, approval, authorization or permit of, registration, declaration or filing with, or notification to, any Governmental Entity; (c) require any consent or approval of any counterparty to, or result in any breach of or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, cancellation, amendment or acceleration of any obligation or the loss of any benefit under, any agreement or instrument to which CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, is a party or by or to which any of their properties are bound; (d) result in the creation of an Encumbrance upon or require the sale of or give any Person the right to acquire any of the assets of CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, or restrict, hinder, impair or limit the ability of CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, to carry on their businesses as and where they are being carried on as of the Execution Date; or (e) violate or conflict with any Law applicable to CNP or any of its Subsidiaries, including any of the CNP Midstream Entities.

3.3 *Capitalization*.

(a) CNP owns 100% of the outstanding membership interests of Utility Holding, LLC, a Delaware limited liability company ("***Utility Holding***"), which membership interests have been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of Utility Holding and are fully paid and non-assessable. CNP owns such membership interests of Utility Holding free and clear of any Encumbrances. Except for the membership interests owned by CNP, there are no other outstanding equity interests of Utility Holding.

(b) Utility Holding owns 100% of the outstanding capital stock of CERC, which capital stock has been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of CERC and is fully paid and non-assessable. Utility Holding owns such capital stock of CERC free and clear of any Encumbrances. Except for the capital stock owned by Utility Holding, there are no other outstanding equity interests of CERC.

(c) Prior to the consummation of the transactions contemplated by the CERC Contribution Agreement, CERC owns 100% of the outstanding membership interests or capital stock, as applicable, of each of CEFS, CEGT, MRT, SEPH and each Other CNP Midstream Subsidiary, which membership interests or capital stock have been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of such CNP Midstream Entity and are fully paid and non-assessable. CERC owns such membership interests or capital stock, as applicable, of each of CEFS, CEGT, MRT, SEPH and each Other CNP Midstream Subsidiary free and clear of any Encumbrances. Except for the membership interests or capital stock owned by CERC, there are no other outstanding equity interests of CEFS, CEGT, MRT, SEPH or any Other CNP Midstream Subsidiary. Immediately prior to the Closing, and as a result of the consummation of the transactions contemplated by the CERC Contribution Agreement and the conversion of CEFS as contemplated in Section 2.1(e), (i) Opco LP will own (A) 100% of the outstanding membership interests or capital stock, as applicable, of each of CEGT, MRT and each Other CNP Midstream Subsidiary and (B) the percentage interest in Southeast Supply Header, LLC, a Delaware limited liability company ("***SESH***") transferred pursuant to Section 6.8, (ii) CERC will own 100% of the outstanding limited partnership interests of Opco LP and 100% of the outstanding membership interests of New GP LLC and (iii) New GP LLC will own 100% of the general partner interest of Opco LP, and all of such equity interests will be free and clear of any Encumbrances.

(d) Except as set forth in Section 3.3(d) of the CNP Disclosure Schedule, prior to the transactions contemplated by the CERC Contribution Agreement, all of the outstanding shares of capital stock or other equity interests of each Subsidiary of CEFS, CEGT, MRT, SEPH and each Other CNP Midstream Subsidiary (i) have been duly authorized and validly issued and (ii), except for the CNP Midstream Joint Ventures, are owned 100% directly or indirectly by CNP, free and clear of any Encumbrances. As of the Execution Date, there are no Subsidiaries of CEFS, CEGT, MRT, SEPH and the Other CNP Midstream Subsidiaries other than those set forth in Section 3.3(d) of the CNP Disclosure Schedule.

(e) Except pursuant to their Governing Documents and as contemplated by this Agreement or set forth in Section 3.3(e) of the CNP Disclosure Schedule, (i) there are no

outstanding options, warrants, subscriptions, puts, calls or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating the CNP Midstream Entities to offer, issue, sell, redeem, repurchase, otherwise acquire or transfer, pledge or encumber any equity interest in any of the CNP Midstream Entities; (ii) there are no outstanding securities or obligations of any kind of any of the CNP Midstream Entities that are convertible into or exercisable or exchangeable for any equity interest in any of the CNP Midstream Entities, and none of the CNP Midstream Entities has any obligation of any kind to issue any additional securities or to pay for or repurchase any securities; (iii) there are not outstanding any equity appreciation rights, phantom equity, profit sharing or similar rights, agreements, arrangements or commitments based on the value of the equity, book value, income or any other attribute of any of the CNP Midstream Entities; (iv) there are no outstanding bonds, debentures or other evidence of indebtedness of any of CNP or any of its Subsidiaries, including the CNP Midstream Entities, having the right to vote (or that are exchangeable for or convertible or exercisable into securities having the right to vote) with the holders of equity interests in any of the CNP Midstream Entities on any matter; and (v) there are no unitholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which CNP or any of its Subsidiaries, including the CNP Midstream Entities, is a party or by which any of their securities are bound with respect to the voting, disposition or registration of any outstanding securities of any of the CNP Midstream Entities.

(f) Except as set forth in Section 3.3(f) of the CNP Disclosure Schedule and except with respect to the ownership of any equity or long-term debt securities between or among the CNP Midstream Entities, none of the CNP Midstream Entities owns, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

3.4 *Financial Statements*.

(a) The financial statements of the CNP Midstream Entities that are listed in Section 3.4(a) of the CNP Disclosure Schedule (the "***CNP Midstream Financial Statements***") have been prepared from, and are consistent with, the books and records of the CNP Midstream Entities and are accurate in all material respects as of the date thereof.

(b) The financial statements of CERC that are listed in Section 3.4(b) of the CNP Disclosure Schedule (the "***CERC Financial Statements***"), including all related notes and schedules, fairly present in all material respects the consolidated financial position of CERC, as of the respective dates thereof, and the consolidated results of operations, cash flows and changes in stockholders' equity of CERC for the periods indicated, have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved and subject in the case of interim financial statements to customary year-end adjustments, consistent with past practice.

3.5 *Undisclosed Liabilities*. Except as listed in Section 3.5 of the CNP Disclosure Schedule, none of the CNP Midstream Entities has any indebtedness or liability, absolute or contingent, that is of a nature required to be reflected on the consolidated balance sheet of CERC or in the footnotes thereto, prepared in conformity with GAAP, and that is not shown on or provided for in the CERC Financial Statements other than (a) liabilities incurred or accrued in the ordinary course of business consistent with past practice since December 31, 2012 (other

than any indebtedness for borrowed money), including liens for current Taxes and assessments not in default, (b) liabilities shown on or provided for in the CNP Midstream Financial Statements or (c) liabilities of the CNP Midstream Entities that, individually or in the aggregate, are not material to the CNP Midstream Entities, taken as a whole.

3.6 *CNP SEC Reports and Compliance*.

(a) Since December 31, 2011, all CNP SEC Reports have been filed with or furnished to the SEC. All CNP SEC Reports filed since December 31, 2011, to the extent they contained any information related to any CNP Midstream Entity, (i) complied as to form in all material respects with the requirements of the Exchange Act and the Securities Act, as the case may be, and the rules and regulations thereunder, as applicable, and (ii) as of its filing date in the case of any Exchange Act report or as of its effective date in the case of any Securities Act filing, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) Except as set forth in Section 3.6(b) of the CNP Disclosure Schedule, there are no material outstanding comments from, or material unresolved issues raised by, the SEC with respect to the CNP SEC Reports relating to any CNP Midstream Entity. No enforcement action has been initiated against CNP by the Securities and Exchange Commission relating to disclosures contained in any CNP SEC Report relating to any CNP Midstream Entity.

(c) To the extent related to any CNP Midstream Entity, since December 31, 2011, (i) none of CNP, CERC or any of the CNP Midstream Entities has received any credible and material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of CNP or any of the CNP Midstream Entities or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that CNP, CERC or any of the CNP Midstream Entities has engaged in questionable accounting or auditing practices, (ii) to the Knowledge of CNP, no officer or director of CNP, CERC or any CNP Midstream Entity has received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of CNP, CERC or any of the CNP Midstream Entities or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that CNP, CERC or any of the CNP Midstream Entities has engaged in questionable accounting or auditing practices and (iii) to the Knowledge of CNP, no attorney representing CNP, CERC or any of the CNP Midstream Entities, regardless of whether employed thereby, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by CNP, CERC or any of the CNP Midstream Entities or any of their respective officers, directors, employees or agents, to the board of directors of CNP or CERC or any committee thereof or to any director or officer of CNP or CERC.

3.7 *Compliance with Applicable Laws; Permits*.

(a) Except as set forth in Section 3.7(a) of the CNP Disclosure Schedule, (i) each of the CNP Midstream Entities is in compliance with all applicable Laws, other than any

noncompliance that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect and (ii) neither CNP nor any of its Subsidiaries, including any CNP Midstream Entity, has received any written communication since December 31, 2011 from a Governmental Entity that alleges that any CNP Midstream Entity is not in compliance in any material respect with any applicable Laws that has not been resolved to the satisfaction of the Governmental Entity and that would reasonably be expected to be material to the Business of the CNP Midstream Entities.

(b) Except as set forth in Section 3.7(b) of the CNP Disclosure Schedule, the CNP Midstream Entities are in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary to own, lease and operate their properties and to lawfully carry on their businesses as they are now being conducted (collectively, the "***CNP Midstream Permits***"), except where the failure to be in possession of such CNP Midstream Permits would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect. None of the CNP Midstream Entities is in conflict with, or in default or violation of, any of the CNP Midstream Permits, except for any such conflicts, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect.

(c) Notwithstanding Sections 3.7(a) and 3.7(b), the representations made with respect to the CNP Midstream Entities in this Section 3.7 shall not apply to any matters addressed in other representations contained in this Article III, including representations with respect to environmental matters (which are provided for in Section 3.10), Tax matters (which are provided for in Section 3.14) and employment and benefit matters (which are provided for in Section 3.15).

3.8 *Certain Contracts and Arrangements*.

(a) Section 3.8(a) of the CNP Disclosure Schedule sets forth a true and complete list, as of the Execution Date, of the following contracts, agreements or commitments (including currently effective amendments and modifications thereto) to which any of the CNP Midstream Entities is a party, whether written or oral (collectively, the "***CNP Midstream Material Agreements***"): (i) transportation agreements and gathering agreements involving payments to or from any CNP Midstream Entity of at least $20,000,000 per year; (ii) processing agreements and natural gas purchase agreements involving net payments (*i.e.*, after taking into account directly associated cost of goods or directly associated revenues from the sale of goods) to or from any CNP Midstream Entity of at least $20,000,000 per year; (iii) construction, interconnect, and other services agreements in each case involving payments to or from any CNP Midstream Entity in excess of $20,000,000 per year; (iv) contracts, loan agreements, letters of credit, repurchase agreements, mortgages, security agreements, guarantees, pledge agreements, trust indentures, promissory notes, lines of credit and similar documents in each case relating to the borrowing of money or for lines of credit, in any case for amounts in excess of $20,000,000 (other than contracts solely between or among the CNP Midstream Entities and interest rate swap agreements); (v) swap, derivative, hedging, futures or other similar agreements or contracts that result in an aggregate exposure to any CNP Midstream Entity in excess of $20,000,000; (vi) real property leases calling for payments by any of the CNP Midstream Entities of amounts greater than $20,000,000 per year (other than rights-of-way and leases solely between or among the

CNP Midstream Entities); (vii) partnership or joint venture agreements (which do not include joint tariff or joint operating agreements); (viii) contracts limiting the ability of any of the CNP Midstream Entities to compete in any line of business or with any Person or in any geographic area; (ix) contracts relating to any outstanding commitment for capital expenditures in excess of $50,000,000; (x) contracts with any labor union or organization; (xi) contracts not entered into in the ordinary course of the Business of the CNP Midstream Entities other than those that are not material to the Business of the CNP Midstream Entities; (xii) contracts that prohibit any CNP Midstream Entity from making cash distributions in respect of its equity interests, other than restrictions in the Governing Documents of such entity; and (xiii) contracts, agreements or documents not otherwise disclosed in (i) – (xii) above that are currently in effect and to which any of the CNP Midstream Entities or their properties are bound that are material to the Business or operations of the CNP Midstream Entities taken as a whole.

(b) Except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and provided that any indemnity, contribution and exoneration provisions contained in any such CNP Midstream Material Agreement may be limited by applicable Laws and public policy, each of the CNP Midstream Material Agreements (i) constitutes the legal, valid and binding obligation of the applicable CNP Midstream Entity and constitutes the legal, valid and binding obligation of the other parties thereto, (ii) is in full force and effect as of the Execution Date and (iii) will be in full force and effect upon the consummation of the transactions contemplated by this Agreement, in each case unless the failure to be so would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect.

(c) There is not, to the Knowledge of CNP, under any CNP Midstream Material Agreement, any default or event that, with notice or lapse of time or both, would reasonably be expected to constitute a default on the part of any of the parties thereto, except such events of default and other events as to which requisite waivers or consents have been obtained or that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect.

(d) True and complete copies of all CNP Midstream Material Agreements have been delivered or made available to OGE by CNP to the extent permitted by applicable Law and the provisions of such agreements. To the extent permitted by applicable Law, all CNP Midstream Material Agreements not so delivered or made available are listed and described in Section 3.8(d) of the CNP Disclosure Schedule.

3.9 *Legal Proceedings*. Except as disclosed in Section 3.9 of the CNP Disclosure Schedule or reflected in any CNP SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date, there are no pending, or, to the Knowledge of CNP, threatened, lawsuits or claims, with respect to which CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, have been contacted in writing by counsel for the plaintiff or claimant, against or affecting CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, or any of their properties, assets, operations or Business and that would, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material

Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, none of CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, is a party or subject to or in default under any judgment, order, injunction or decree of any Governmental Entity or arbitration tribunal applicable to it or any of its properties, assets, operations or Business. Except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, there is no pending or, to the Knowledge of CNP, threatened investigation of or affecting CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, or any of their properties, assets, operations or Business by any Governmental Entity.

3.10 *Environmental Matters*. Except as reflected in any CNP SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date, the CERC Financial Statements or the CNP Midstream Financial Statements, and except for any such matter that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect:

(a) The operations of each of the CNP Midstream Entities has been and, as of the Closing Date, will be, in compliance with all Environmental Laws;

(b) To the Knowledge of CNP, no circumstances exist with respect to the Business of the CNP Midstream Entities that gives rise to an obligation by any CNP Midstream Entity to investigate, remediate, monitor or otherwise address the presence on-site or offsite of any Hazardous Materials, except as currently being performed under applicable Law or permit requirements;

(c) Each of the CNP Midstream Entities has obtained and will, as of the Closing Date, maintain in full force and effect, all permits, licenses and registrations, and has timely made and will, as of the Closing Date, timely make all filings, permit renewal applications, reports and notices required under applicable Environmental Law in connection with the operations of its business;

(d) None of the CNP Midstream Entities is the subject of any outstanding written agreements (including consent orders and settlement agreements) with any Governmental Entity or other Person imposing liability or obligations with respect to any environmental matter;

(e) None of CNP or its Subsidiaries, including the CNP Midstream Entities, has received any written communication from any Governmental Entity or other Person alleging, with respect to any such party, the violation of or liability under any Environmental Law by or of the CNP Midstream Entities or requesting, with respect to the CNP Midstream Entities, information with respect to an investigation pursuant to any Environmental Law; and

(f) To the Knowledge of CNP, there has been no Release of any Hazardous Material from or in connection with the properties or operations of the CNP Midstream Entities that has not been adequately reserved for in the CERC Financial Statements or the CNP Midstream Financial Statements and that has resulted or could reasonably be expected to result in liability under Environmental Laws or a claim for damages or compensation by any Person.

3.11 *Title to Properties and Rights of Way*.

(a) Each of the CNP Midstream Entities has defensible title to all material real property and good title to all material tangible personal property owned by the CNP Midstream Entities and that is sufficient for the operation of their respective Businesses as presently conducted, free and clear of all Encumbrances except Permitted Encumbrances.

(b) Each of the CNP Midstream Entities has such consents, easements, rights-of-way, permits or licenses from each Person (collectively, "***Rights-of-Way***") as are sufficient to conduct its Business in the manner described, and subject to the limitations contained in Section 3.11(b) of the CNP Disclosure Schedule, except for (i) qualifications, reservations and encumbrances as may be set forth in Section 3.11(b) of the CNP Disclosure Schedule and (ii) such Rights-of-Way the absence of which would not, individually or in the aggregate, reasonably be expected to result in a CNP Midstream Material Adverse Effect. Other than as set forth in Section 3.11(b) of the CNP Disclosure Schedule, and subject to the limitations contained in Section 3.11(b) of the CNP Disclosure Schedule, each of the CNP Midstream Entities has fulfilled and performed all its material obligations with respect to such Rights-of-Way and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such Rights-of-Way, except for such revocations, terminations and impairments that would not, individually or in the aggregate, reasonably be expected to result in a CNP Midstream Material Adverse Effect; and, except as described in Section 3.11(b) of the CNP Disclosure Schedule, none of such Rights-of-Way contains any restriction that is materially burdensome to the CNP Midstream Entities, taken as a whole.

(c) Except as reflected in any CNP SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date, there are no pending proceedings or actions to modify the zoning classification of, or to condemn or take by power of eminent domain, all or any of the material real property, except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect.

3.12 *Sufficiency of Assets*. Except as disclosed in Section 3.12 of the CNP Disclosure Schedule, the assets of the CNP Midstream Entities constitute all the material assets, the use or benefit of which are reasonably necessary for the operation of the Business of the CNP Midstream Entities as currently conducted. As of the Closing, all of such assets, whether tangible or intangible, will be in the possession, or under the control, of the CNP Midstream Entities.

3.13 *Insurance*. None of CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, has received any notice from any insurer or agent of such insurer that (a) substantial capital improvements or other expenditures will have to be made in order to continue any insurance policy or instrument pursuant to which any CNP Midstream Entity is insured (a "***CNP Midstream Insurance Policy***") or (b) except as set forth in Section 3.13 of the CNP Disclosure Schedule, such insurer has cancelled or terminated or has initiated procedures to cancel or terminate any CNP Midstream Insurance Policy. All such CNP Midstream Insurance Policies are outstanding and duly in force on the Execution Date, and such policies or renewals thereof will be outstanding and duly in force on the Closing Date in all material respects. The CNP Midstream Entities are in compliance with the terms of all CNP Midstream Insurance Policies in all material respects, and, except with respect to reservation of rights letters received

from insurers in the ordinary course of business consistent with past practices or as set forth in Section 3.13 of the CNP Disclosure Schedule, there are no material claims by CNP or any of its Subsidiaries, including any of the CNP Midstream Entities, under any such CNP Midstream Insurance Policy as to which any insurance company is denying liability or defending under a reservation of rights clause.

3.14 *Tax Matters*.

(a) Except as set forth in Section 3.14(a) of the CNP Disclosure Schedule,

(i) each of the CNP Midstream Entities has filed (or joined in the filing of) when due all material Tax Returns required by applicable Law to be filed by or with respect to it, has obtained all required Tax permits and licenses and has satisfied all registration requirements relating to Taxes;

(ii) all such Tax Returns were true correct and complete in all material respects as of the time of such filing;

(iii) except for Taxes being contested in good faith in appropriate proceedings for which adequate reserves have been provided, all material Taxes relating to periods ending on or before the Closing Date owed by any of the CNP Midstream Entities (regardless of whether shown on any Tax Return) have been paid or will be timely paid;

(iv) there is no action, suit, proceeding, investigation, audit or claim now pending against, or with respect to, any of the CNP Midstream Entities in respect of any material Tax or material Tax assessment, nor has any claim for additional material Tax or material Tax assessment been asserted in writing or been proposed by any Tax authority;

(v) no written claim has been made by any Tax authority in a jurisdiction where any of the CNP Midstream Entities does not currently file a Tax Return that it is or may be subject to any material Tax in such jurisdiction, nor has any such assertion been threatened or proposed in writing;

(vi) there is no outstanding request for any extension of time within which to pay any material Taxes or file any Tax returns with respect to any material Taxes of or with respect to any CNP Midstream Entity;

(vii) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any material Taxes with respect to any of the CNP Midstream Entities;

(viii) none of the CNP Midstream Entities has entered into any agreement or arrangement with any Tax authority that requires any CNP Midstream Entity to take any action or refrain from taking any action;

(ix) none of the CNP Midstream Entities is a party to any agreement, whether written or unwritten, providing for the payment of Taxes, Tax losses, entitlements to Tax refunds or similar Tax matters;

(x) each of the CNP Midstream Entities has withheld and paid all material Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party;

(xi) CERC is not a "foreign person" within the meaning of Section 1445 of the Code;

(xii) none of the CNP Midstream Entities has been a member of an affiliated group filing a consolidated federal income Tax Return or has any liability for the Taxes of any Person (other than a CNP Midstream Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise;

(xiii) there are no Tax liens on any of the assets of the CNP Midstream Entities, except for liens for Taxes not yet due;

(xiv) the CNP Midstream Entities have not (i) participated in any listed transactions or any other reportable transaction within the meaning of Treasury Regulations Section 1.6011-4, or (ii) engaged in any transaction that gives rise to a registration obligation under Section 6111 of the Code or a list maintenance obligation under Section 6112 of the Code; and

(xv) the CNP Midstream Entities have obtained and retained any and all resale sales tax exemption certificates or other documentation required to establish that all reported exempt sales by such entities are exempt from sales, transfer or similar taxes.

(b) Except as set forth in Section 3.14(b) of the CNP Disclosure Schedule, none of the CNP Midstream Entities is classified as a corporation for U.S. federal tax purposes.

3.15 *Employment and Benefits Matters*.

(a) Within ten Business Days after the Execution Date, CNP shall deliver to OGE a letter that sets forth complete and accurate lists of all the CNP Midstream Related Employees and all the CNP Independent Contractors, specifying whether they are CNP Midstream Related Employees or CNP Independent Contractors, their position, the entity by which they are employed or to which they provide services, annual salary, hourly wages or consulting or other independent contractor fees, as applicable, and bonus opportunities, date of hire (or entry into an independent contractor agreement), work location, length of service, together with a notation next to the name of any employee or independent contractor on such lists who is subject to any Employment Agreement or Collective Bargaining Agreement.

(b) Section 3.15(b) of the CNP Disclosure Schedule sets forth a complete and accurate list of each Employee Benefit Plan (i) that is sponsored, maintained or contributed to by any CNP Midstream Entity, or (ii) that any Affiliate or ERISA Affiliate of any CNP Midstream Entity has sponsored, maintained or contributed to, or to which any such entity is obligated to contribute within six years of the Closing Date that covers or benefits any current or former CNP Midstream Related Employees or CNP Independent Contractors (each a "***CNP Plan***"). True, correct and complete copies of each such CNP Plan and any related documents, including all

amendments thereto, and any trust, insurance or other funding arrangement, have been furnished or made available to OGE and the Bronco Group. There has also been furnished or made available to OGE and the Bronco Group, with respect to each such CNP Plan, the most recent summary plan description and summaries of material modifications thereto.

(c) Section 3.15(c) of the CNP Disclosure Schedule sets forth a true and complete list of all Employment Agreements of the CNP Midstream Entities. As of the Execution Date, there are no other agreements (other than enrollment or similar forms to commence participation or initiate or continue coverage in an Employee Benefit Plan or standard employment offer letters providing for only at-will employment issued by CNP Midstream Entities) between any CNP Midstream Entity and any natural person that provide for (i) participation in, coverage under or benefits from an Employee Benefit Plan, (ii) annual compensation in excess of $150,000 to such person or (iii) change of control, termination or severance payments in excess of $150,000 to such person. No CNP Midstream Entity is subject to any legal, contractual, equitable, or other obligation or commitment (whether legally binding or not) to enter into an Employment Agreement, establish or contribute to an Employee Benefit Plan or modify (except to the extent required by applicable Law) any existing Employee Benefit Plan or Employment Agreement.

(d) Except as set forth in Section 3.15(d) of the CNP Disclosure Schedule, no CNP Midstream Entity and no ERISA Affiliate of a CNP Midstream Entity maintains or has an obligation to contribute to, or has any obligation or liability (contingent, secondary or otherwise) to, based upon or arising out of, an Employee Benefit Plan that is (i) subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, (ii) a plan of the type described in Section 4063 of ERISA or Section 413(c) of the Code, (iii) a "multiemployer plan" (as defined in Section 3(37) of ERISA) or (iv) a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA).

(e) Except as set forth in Section 3.15(e) of the CNP Disclosure Schedule, the CNP Plans (i) are and have been maintained (in form and in operation) in all material respects in accordance with their terms and with the applicable provisions of ERISA, the Code and all other applicable Laws, (ii) if intended to be qualified under Section 401(a) of the Code, (A) satisfy in all material respects in form the requirements of such Section except to the extent amendments are not required by Law to be made until a date after the Closing Date, (B) have received a favorable determination letter or, if applicable, a favorable opinion letter from the Internal Revenue Service regarding such qualified status in any material respect, (C) have not, since receipt of the most recent favorable determination letter or opinion letter, if applicable, been amended in a way that would adversely affect their qualified status and (D) have not been operated in a way that would adversely affect their qualified status, (iii) do not provide, and have not provided, any post-termination of employment welfare benefits or coverage, except as required under Part 6 of Subtitle B of Title I of ERISA and Code Section 4980B (or similar state or local Law) and (iv) if they could be deemed "nonqualified deferred compensation arrangements" under Section 409A of the Code, are in good faith compliance with such section and the applicable regulations and authoritative guidance issued thereunder or are exempt from the requirements of such section and have not been materially modified at any time after October 3, 2004.

(f) The CNP Midstream Entities are, and have been, in compliance with all applicable Laws relating to the employment of labor, including all such applicable Laws relating to employee relations, affirmative action, employee leave rights, disability laws, immigration, plant closings or mass layoffs, labor or arbitration, whistle blower claims, wages, hours, collective bargaining, discrimination, civil rights, safety and health and workers' compensation or other federal or state employment or labor law, common law requirements, local ordinances or regulations, other than any noncompliance that would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, no strikes, labor disputes, slow downs, sit downs, work stoppages, interruptions of work, picketing or handbilling, lockouts, arbitrations, grievances, unfair labor practice charges or other labor disputes are pending or, to the Knowledge of CNP, threatened with respect to any of the CNP Midstream Related Employees, and no such activity has occurred at any time during the last five years. Except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, none of the CNP Midstream Entities is subject to a current unresolved judicial administrative determination that it has engaged in an unfair labor practice in connection with the CNP Midstream Related Employees and no CNP Midstream Entity has received notice of any pending NLRB proceeding with respect to any CNP Midstream Related Employees. Except as set forth in Section 3.15(f) of the CNP Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, no pending grievance or arbitration demand or proceeding, whether or not filed pursuant to a collective bargaining agreement, has been received by CNP Midstream Entities with respect to the CNP Midstream Related Employees. To the Knowledge of CNP and except as would not, individually or in the aggregate, reasonably be expected to have a CNP Midstream Material Adverse Effect, all CNP Midstream Related Employees are lawfully authorized to work in the United States according to federal immigration laws.

(g) Each CNP Plan sponsored or maintained by a CNP Midstream Entity can be unilaterally amended or terminated at any time by a CNP Midstream Entity without liability other than liability for benefits accrued to the date of such amendment or termination pursuant to the terms of the plan.

(h) No CNP Midstream Entity is a party to a Collective Bargaining Agreement. No CNP Midstream Entity has agreed to recognize any union or other collective bargaining representative. No union or other collective bargaining representative has been certified as the exclusive collective bargaining representative of any of the CNP Midstream Related Employees. To the Knowledge of CNP, no union or other collective bargaining representative claims to be the exclusive collective bargaining representative of any of the CNP Midstream Related Employees. No union organizational campaign or representation petition is currently pending with respect to any of the CNP Midstream Related Employees.

(i) All contributions or payments required to be made by a CNP Midstream Entity to or with respect to any CNP Plan have been timely made and all liabilities of each CNP Midstream Entity with respect to any CNP Plan are properly reflected in the appropriate CERC Financial Statements in accordance with GAAP or in the CNP Midstream Financial Statements.

(j) There are no material actions, suits, or claims pending (other than routine claims for benefits) or, to the Knowledge of CNP, threatened against, or with respect to, any of the CNP Plans or their assets or Employment Agreements of the CNP Midstream Entities, nor is any such CNP Plan or Employment Agreement under investigation or audit by any Governmental Entity. Except as set forth in Section 3.15(j) of the CNP Disclosure Schedule, there are no material claims, lawsuits, petitions, charges, grievances, investigations, complaints, proceedings, suits, demands, actions or other matters (other than routine qualification determination filings) that are pending against the CNP Midstream Entities before any Governmental Entity or arbitrator, or that have been asserted or threatened against the CNP Midstream Entities, including those for: (i) wages, salaries, commissions, bonuses, vacation pay, severance or termination pay, sick pay or other compensation; (ii) employee benefits; (iii) any alleged unlawful, unfair, wrongful or discriminatory employment or labor practices; (iv) any alleged breach of contract or other claim arising under a collective bargaining or individual agreement or any other employment covenant whether express or implied; (v) any alleged violation of any statute, ordinance, contract or regulation relating to wages or hours of work; (vi) any alleged violation of occupation safety and health standards; or (vii) any alleged violation of plant closing and mass layoff, immigration, workers' compensation, disability, unemployment compensation, whistleblower laws or other employment or labor relations Laws; and to the Knowledge of CNP, no basis therefor exists. To the extent that any CNP Midstream Entity is obligated to develop and maintain an affirmative action plan, except as set forth in Section 3.15(j) of the CNP Disclosure Schedule, no discrimination claim, show cause notice, conciliation proceeding, sanction or debarment proceeding is pending with the Office of Federal Contract Compliance Programs or any other federal agency or any comparable state agency and no desk audit or onsite review is in progress with respect to any CNP Midstream Related Employee. Within the past 90 days, the CNP Midstream Entities have not taken an action that constitutes a "mass layoff," "mass termination" or "plant closing" at any CNP Midstream Entity facility where CNP Midstream Related Employees work within the meaning of the Workers Adjustment and Retraining Notification Act (WARN) or any comparable state Law.

(k) No act, omission or transaction has occurred that would result, directly or indirectly, in imposition on any CNP Midstream Entity of (i) liability under ERISA for a breach of fiduciary duty, (ii) a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA, or (iii) a tax imposed pursuant to Chapter 43 of Subtitle D of the Code, in each case which would reasonably be expected to have a CNP Midstream Material Adverse Effect.

(l) Except as set forth in Section 3.15(l) of the CNP Disclosure Schedule, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall require any payments of money or other property or provision of benefits or other rights to any employee, officer or director of any CNP Midstream Entity to be either subject to an excise tax or an additional tax under Section 4999 or 409A of the Code, regardless of whether some other subsequent action or event would be required to cause such payment or benefit to be triggered. The execution of, and performance of the transactions contemplated by, this Agreement will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any CNP Plan or Employment Agreement of the CNP Midstream Entities that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, grant of additional service credits, distribution, or increase in benefits or obligations to fund benefits with respect to any such CNP Plan or Employment Agreement.

There is no agreement, plan, contract or arrangement by which any CNP Midstream Entity is bound to compensate or otherwise "gross up" any person for any state, local or federal taxes due or imposed on such person for any reason in respect of any CNP Plan or Employment Agreement of the CNP Midstream Entities or the benefits payable thereunder, including taxes, penalties or interest imposed, or otherwise due, pursuant to Sections 409A or 4999 of the Code.

(m) As to any CNP Plan that is subject to Title IV of ERISA, there has been no event or condition which presents the material risk of plan termination, no accumulated funding deficiency, whether or not waived, within the meaning of Section 302 of ERISA or Section 412 of the Code (as each was in effect prior to 2008) has been incurred, no reportable event within the meaning of Section 4043 of ERISA (for which the disclosure requirements of Regulation section 4043.1 et seq., promulgated by the PBGC, have not been waived) has occurred and no failure to satisfy the minimum funding standards (as required by Section 302 of ERISA or Section 412 of the Code, as each is in effect after 2007), has occurred, whether or not waived, no notice of intent to terminate the plan has been given under Section 4041 of ERISA, no proceeding has been instituted under Section 4042 of ERISA to terminate the plan, no liability to the PBGC has been incurred (other than for premium payments paid on a timely basis), and there are no restrictions on the payment or accrual of benefits under Section 436 of the Code and no such plan is in "at risk" status for the current plan year under Section 430(i) of the Code.

(n) With respect to any Employee Benefit Plan that is not listed in Section 3.15(b) of the CNP Disclosure Schedule but that is sponsored, maintained, or contributed to, or has been sponsored, maintained, or contributed to, by CNP, any ERISA Affiliate of CNP, any CNP Midstream Entity or any ERISA Affiliate of any CNP Midstream Entity, (i) no withdrawal liability, within the meaning of Section 4201 of ERISA, has been incurred, which withdrawal liability has not been satisfied, (ii) no liability to the PBGC has been incurred by CNP or any such ERISA Affiliate, which liability has not been satisfied, (iii) no accumulated funding deficiency, whether or not waived, within the meaning of Section 302 of ERISA or Section 412 of the Code (as each was in effect prior to 2008) has been incurred and no failure to satisfy the minimum funding standards (as required by Section 302 of ERISA or Section 412 of the Code, as each is in effect after 2007) has occurred, whether or not waived, (iv) all contributions (including installments) to such plan required by Sections 302 or 303 of ERISA and Sections 412 or 430 of the Code have been timely made and (v) no circumstances exist or in the future could exist that could subject any CNP Midstream Entity or, after the consummation of the transactions contemplated by this Agreement, Opco LP or any of its Subsidiaries or ERISA Affiliates, to any liability, including without limitation, any Tax or penalty under ERISA or the Code.

(o) No circumstance exists or future circumstance could reasonably be expected to arise that would lead any CNP Midstream Entity or, after the transactions contemplated by this Agreement, Opco LP, to incur any liability under Title IV of ERISA or suffer the imposition of any Encumbrance on any of their assets with respect to liabilities relating to any CNP Plan or any employee benefit plan subject to Title IV of ERISA that was sponsored, maintained or contributed to by (i) CNP, (ii) an ERISA Affiliate of CNP or (iii) any ERISA Affiliate of any CNP Midstream Entity or to which any of them had an obligation to contribute.

3.16 *Books and Records*. Complete copies of the minute books of the CNP Midstream Entities for 2011, 2012 and 2013 have been made available to outside counsel and other advisors

to OGE. All of such minute books contain true and correct copies of all actions taken at all meetings of the board of directors, members or managers, as the case may be, of each of the CNP Midstream Entities, as applicable, and all written consents executed in lieu of such meetings.

3.17 *No Changes or Material Adverse Effects*. Except as disclosed in Section 3.17 of the CNP Disclosure Schedule,

(a) Between December 31, 2012 and the Execution Date, the Business of the CNP Midstream Entities, taken as a whole, has been conducted in the ordinary course consistent with past practice, and none of the CNP Midstream Entities has taken any of the actions prohibited by Section 6.1(b), except in connection with entering into this Agreement.

(b) Subsequent to December 31, 2012, there has not been any change, event or occurrence that has had or would reasonably be expected to have a CNP Midstream Material Adverse Effect.

3.18 *Regulation*. Neither CNP nor any of the CNP Midstream Entities is, nor following the consummation of the transactions contemplated by this Agreement will CNP or any of the CNP Midstream Entities be, an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.19 *Energy Regulatory Matters*.

(a) Each of CEGT, MRT and SESH is a "natural-gas company" as that term is defined in Section 2 of the Natural Gas Act of 1938 (the "***Natural Gas Act***"). Except for CEGT, MRT and SESH, none of the CNP Midstream Entities is a "natural-gas company" as that term is defined in Section 2 of the Natural Gas Act. Except for CEGT, MRT, SESH and CenterPoint Energy – Illinois Gas Transmission Company, LLC ("***CEIGT***"), none of the CNP Midstream Entities has operated or provided services in a manner that would subject it to FERC jurisdiction over rates and terms of service pursuant to the Natural Gas Act or the Natural Gas Policy Act of 1978 (the "***NGPA***"). Each of CEGT, MRT, SESH and CEIGT is in compliance in all material respects with the applicable provisions of the Natural Gas Act, the NGPA, the rules and regulations promulgated by FERC pursuant to the Natural Gas Act and the NGPA, the terms and conditions of any and all tariffs, the provisions of any and all statements of operating conditions, and any and all orders and authorizations issued by FERC, in each case as applicable to CEGT, MRT, SESH and CEIGT. No approval by FERC under the Natural Gas Act or the NGPA is required in connection with the execution and delivery of this Agreement by CNP or the consummation of the transactions contemplated hereby. Except as disclosed in Section 3.19(a) of the CNP Disclosure Schedule, the Form No. 2 Annual Reports filed by any of CEGT, MRT and SESH with FERC for the years ended December 31, 2012 and December 31, 2011 were true and correct in all material respects as of the dates thereof.

(b) Except as disclosed in Section 3.19(b) of the CNP Disclosure Schedule and except for general industry proceedings, including audits or reviews of individual companies arising from general industry rulemaking proceedings, there are no pending or, to CNP's Knowledge, threatened FERC administrative or regulatory proceedings, including without

limitation any rate proceeding under Section 4 or Section 5 of the Natural Gas Act or any Natural Gas Act Section 7 certificate proceedings, investigations, complaints, audits or show cause proceedings under the Natural Gas Act or the NGPA to which any of the CNP Midstream Entities is a party that would reasonably be expected to have a CNP Midstream Material Adverse Effect.

(c) Each of the CNP Midstream Entities is in compliance in all material respects with the applicable provisions of the Pipeline Safety Improvement Act of 2002, the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, and the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 and the regulations of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration and of any State Regulatory Authority promulgated thereunder.

(d) Except as disclosed in Section 3.19(d) of the CNP Disclosure Schedule and except for general non-discrimination and open access obligations, no CNP Midstream Entity is subject to regulation by any State Regulatory Authority as a public utility and neither the rates nor the terms of service offered by any of the CNP Midstream Entities is subject to regulation by any State Regulatory Authority. No approval by any State Regulatory Authority is required in connection with the execution and delivery of this agreement by CNP or the consummation of the transactions contemplated herein.

3.20 *State Takeover Laws*. No approvals are required under state takeover or similar Laws in connection with the performance by CNP of its obligations under this Agreement.

3.21 *Bankruptcy*. No bankruptcy, reorganization or arrangement proceedings are pending against, being contemplated by, or to Knowledge of CNP, threatened against any CNP Midstream Entity.

3.22 *Opinions of Financial Advisors*. The Board of Directors of CNP has received the opinion of Moelis & Company, dated as of March 8, 2013, to the effect that, subject to the assumptions, qualifications and limitations in the opinion, the ownership ratio of CNP contemplated by the transactions contemplated by this Agreement is fair, from a financial point of view, to CNP.

3.23 *Brokers' Fees*. None of CNP, CERC or any of the CNP Midstream Entities, nor any of their respective officers or directors, has incurred any liability on behalf of any CNP Midstream Entity, OGE, the Bronco Group or any Enogex Entity for any advisory, brokerage, finder, success, deal completion or similar fees or commissions in connection with the transactions contemplated by this Agreement.

3.24 *Investment Intent*. CNP and its relevant Subsidiaries, including CERC, are acquiring Opco LP Common Units and GP Membership Interests to be issued pursuant to Article II for investment for their own account and not with a view to, or for sale in connection with, any distribution thereof. CNP and each such Subsidiary (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in such Opco LP Common Units and GP Membership Interests and is capable of bearing the economic risks of such investment. CNP and

its relevant Subsidiaries are aware that the GP Membership Interests have not been registered, and will not be registered after the Closing, under the Securities Act or under any state or foreign securities Laws.

3.25 *Certain Business Relationships between CNP and its Affiliates*. Except as set forth in Section 3.25 of the CNP Disclosure Schedule, (a) neither CNP nor any of its Subsidiaries (excluding the CNP Midstream Entities) has been involved in any material business arrangement or relationship with the CNP Midstream Entities within the past two years, (b) neither CNP nor any of its Subsidiaries (excluding the CNP Midstream Entities) owns any material asset, tangible or intangible, that is used in CNP Midstream Entities' business and (c) neither CNP nor any of its Subsidiaries (excluding the CNP Midstream Entities) is a party to any material contract, commitment or agreement (whether written or oral) with any CNP Midstream Entity or relating to the business of the CNP Midstream Entities.

3.26 *Limitation of Representations and Warranties*. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE III, CNP IS NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE SECURITIES OF ANY OF THE CNP MIDSTREAM ENTITIES, OR THE BUSINESS, ASSETS, OR LIABILITIES OF ANY CNP MIDSTREAM ENTITY, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF OGE

Except as disclosed in the OGE/Bronco Group Disclosure Schedule, OGE hereby represents and warrants to CNP and the Bronco Group as follows (to the extent any representations and warranties cover Atoka Midstream LLC, such representation and warranty with respect to Atoka Midstream LLC is given to the Knowledge of OGE):

4.1 *Organization; Qualification*.

(a) Each of OGE and each Enogex Entity has been duly formed and is validly existing and in good standing as a corporation or limited liability company, as applicable, under the Law of its jurisdiction of formation with all requisite corporate or limited liability company, as applicable, power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, except in each case where the failure to have such power or authority would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect. Each of OGE and each Enogex Entity is duly qualified and in good standing to do business as a foreign corporation or foreign limited liability company, as the case may be, in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary, except such jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

(b) Section 4.1(b) of the OGE/Bronco Group Disclosure Schedule sets forth a true and complete list of each of the Enogex Entities, together with (i) the nature of the legal organization of such Person, (ii) the jurisdiction of formation of such Person, (iii) the name of each Enogex Entity that owns beneficially or of record any equity or similar interest in such Person and (iv) the percentage interest owned by OGE or each such Enogex Entity in such Person, in each case as of the Execution Date and after giving effect to the EH Contribution Agreement.

(c) Each of OGE and the Enogex Entities has heretofore made available to CNP complete and correct copies of its Governing Documents.

4.2 *Authority; No Violation; Consents and Approvals*. OGE has all requisite corporate power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by OGE of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of OGE, and no other corporate or other organizational proceeding on the part of OGE or any Affiliate thereof is necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by OGE and, assuming the due authorization, execution and delivery hereof by CNP and the Bronco Group, constitutes a legal, valid and binding agreement of OGE, enforceable against OGE in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)). Except as disclosed in Section 4.2 of the OGE/Bronco Group Disclosure Schedule, for matters expressly contemplated by this Agreement and matters described in clauses (b), (c), (d) or (e) below that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, neither the execution and delivery by OGE of this Agreement, nor the consummation by OGE, OGEH or any of the Enogex Entities of the transactions contemplated hereby, including the execution and delivery of the Transaction Documents to which such entities are party on or prior to the Closing Date, and the performance by OGE and its applicable Subsidiaries of this Agreement or such other Transaction Documents, will (a) violate or conflict with any provision of the Governing Documents of OGE, OGEH or any of the Enogex Entities; (b) require any consent, approval, authorization or permit of, registration, declaration or filing with, or notification to, any Governmental Entity; (c) require any consent or approval of any counterparty to, or result in any breach of or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, cancellation, amendment or acceleration of any obligation or the loss of any benefit under, any agreement or instrument to which OGE or any of its Subsidiaries, including any of the Enogex Entities, is a party or by or to which any of their properties are bound; (d) result in the creation of an Encumbrance upon or require the sale of or give any Person the right to acquire any of the assets of OGE or any of its Subsidiaries, including any of the Enogex Entities, or restrict, hinder, impair or limit the ability of OGE or any of its Subsidiaries, including any of the Enogex Entities, to carry on their businesses as and where they are being carried on as of the Execution Date; or (e) violate or conflict with any Law applicable to OGE or any of its Subsidiaries, including any of the Enogex Entities.

4.3 *Capitalization; Enogex Holdings Activities*.

(a) OGE owns 100% of the outstanding membership interests of OGEH, which membership interests have been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of OGEH and are fully paid and non-assessable. OGE owns such membership interests of OGEH free and clear of any Encumbrances. Except for the membership interests owned by OGE, there are no other outstanding equity interests of OGEH.

(b) As of the Execution Date, OGEH owns 79.92% of the outstanding membership interests of Enogex Holdings, which membership interests have been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of Enogex Holdings and are fully paid and non-assessable. OGEH owns such membership interests of Enogex Holdings free and clear of any Encumbrances. Immediately prior to the Closing, and as a result of OGEH, Enogex Holdings and EH II consummating the transactions contemplated by the EH Contribution Agreement and OGE (or its designated Affiliates) and the Bronco Group paying off certain outstanding borrowings under the Enogex Short Term Facilities as provided in Section 6.7(a)(ii), OGEH will own (i) 100% of the EH Management Units of EH II and (ii) 76.0% of the EH Economic Units of EH II, which membership interests will be duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of EH II and will be fully paid and non-assessable. OGEH will own such membership interests of EH II free and clear of any Encumbrances.

(c) As of the Execution Date and except as set forth in Section 4.3(c) of the OGE/Bronco Group Disclosure Schedule, all of the outstanding equity interests of each Subsidiary of Enogex Holdings (i) have been duly authorized and validly issued and (ii) are owned 100% directly or indirectly by Enogex Holdings, free and clear of any Encumbrances. As of the Execution Date, there are no Subsidiaries of Enogex Holdings other than those set forth in Section 4.3(c) of the OGE/Bronco Group Disclosure Schedule. Except as set forth in Section 4.3(c) of the OGE/Bronco Group Disclosure Schedule, immediately prior to the Closing, and as a result of OGEH, Enogex Holdings and EH II consummating the transactions contemplated by the EH Contribution Agreement, all of the outstanding equity interests of each Subsidiary of EH II (i) will be duly authorized and validly issued and (ii) will be owned 100% directly or indirectly by EH II, free and clear of any Encumbrances.

(d) Except pursuant to their Governing Documents and as contemplated by this Agreement or set forth in Section 4.3(d) of the OGE/Bronco Group Disclosure Schedule, (i) there are no outstanding options, warrants, subscriptions, puts, calls or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating the Enogex Entities to offer, issue, sell, redeem, repurchase, otherwise acquire or transfer, pledge or encumber any equity interest in any of the Enogex Entities; (ii) there are no outstanding securities or obligations of any kind of any of the Enogex Entities that are convertible into or exercisable or exchangeable for any equity interest in any of the Enogex Entities, and none of the Enogex Entities has any obligation of any kind to issue any additional securities or to pay for or repurchase any securities; (iii) there are not outstanding any equity appreciation rights, phantom equity, profit sharing or similar rights, agreements, arrangements or commitments based on the value of the equity, book value, income or any other attribute of any of the Enogex Entities; (iv) there are no outstanding bonds, debentures or other evidence of indebtedness of any of OGE

or any of its Subsidiaries, including the Enogex Entities, having the right to vote (or that are exchangeable for or convertible or exercisable into securities having the right to vote) with the holders of equity interests in any of the Enogex Entities on any matter; and (v) there are no unitholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which OGE or any of its Subsidiaries, including the Enogex Entities, is a party or by which any of their securities are bound with respect to the voting, disposition or registration of any outstanding securities of any of the Enogex Entities.

(e) Except as set forth in Section 4.3(e) of the OGE/Bronco Group Disclosure Schedule and except with respect to the ownership of any equity or long-term debt securities between or among the Enogex Entities, none of the Enogex Entities owns, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(f) Enogex Holdings was formed by OGEH and the Bronco Group solely for the purpose of holding the limited liability company membership interests in Enogex LLC. Enogex Holdings has not engaged in any business or activities prior to the Effective Date and will not engage in any business or activities prior to consummation of the transactions contemplated by the EH Contribution Agreement. As of the Execution Date and prior to consummation of the transactions contemplated by the EH Contribution Agreement on the Closing Date, Enogex Holdings has no assets or liabilities other than its ownership of the limited liability company membership interests of Enogex LLC.

4.4 *Financial Statements*. The financial statements of Enogex Holdings that are listed in Section 4.4 of the OGE/Bronco Group Disclosure Schedule (the "***Enogex Financial Statements***"), including all related notes and schedules, fairly present in all material respects the consolidated financial position of Enogex Holdings, as of the respective dates thereof, and the consolidated results of operations, cash flows and changes in members' equity of Enogex Holdings for the periods indicated, have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved and subject in the case of interim financial statements to customary year-end adjustments, consistent with past practice.

4.5 *Undisclosed Liabilities*. Except as listed in Section 4.5 of the OGE/Bronco Group Disclosure Schedule, none of the Enogex Entities has any indebtedness or liability, absolute or contingent, that is of a nature required to be reflected on the consolidated balance sheet of Enogex Holdings or in the footnotes thereto, in each case prepared in conformity with GAAP, and that is not shown on or provided for in the Enogex Financial Statements other than (a) liabilities incurred or accrued in the ordinary course of business consistent with past practice since December 31, 2012 (other than any indebtedness for borrowed money), including liens for current Taxes and assessments not in default or (b) liabilities of the Enogex Entities that, individually or in the aggregate, are not material to the Enogex Entities, taken as a whole.

4.6 *OGE SEC Reports and Compliance*.

(a) Since December 31, 2011, all OGE SEC Reports have been filed with or furnished to the SEC. All OGE SEC Reports filed since December 31, 2011, to the extent they contained any information related to any Enogex Entity, (i) complied as to form in all material

respects with the requirements of the Exchange Act and the Securities Act, as the case may be, and the rules and regulations thereunder, as applicable, and (ii) as of its filing date in the case of any Exchange Act report or as of its effective date in the case of any Securities Act filing, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) Except as set forth in Section 4.6(b) of the OGE/Bronco Group Disclosure Schedule, there are no material outstanding comments from, or material unresolved issues raised by, the SEC with respect to the OGE SEC Reports relating to any Enogex Entity. No enforcement action has been initiated against OGE by the Securities and Exchange Commission relating to disclosures contained in any OGE SEC Report relating to any Enogex Entity.

(c) To the extent related to any Enogex Entity, since December 31, 2011, (i) none of OGE, OGEH or any of the Enogex Entities has received any credible and material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of OGE or any of the Enogex Entities or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that OGE, OGEH or any of the Enogex Entities has engaged in questionable accounting or auditing practices, (ii) to the Knowledge of OGE, no officer or director of OGE, OGEH or any Enogex Entity has received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of OGE, OGEH or any of the Enogex Entities or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that OGE, OGEH or any of the Enogex Entities has engaged in questionable accounting or auditing practices and (iii) to the Knowledge of OGE, no attorney representing OGE, OGEH or any of the Enogex Entities, regardless of whether employed thereby, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation by OGE, OGEH or any of the Enogex Entities or any of their respective officers, directors, employees or agents, to the board of directors of OGE or OGEH or any committee thereof or to any director or officer of OGE or OGEH.

4.7 *Compliance with Applicable Laws; Permits*.

(a) Except as set forth in Section 4.7(a) of the OGE/Bronco Group Disclosure Schedule, (i) each of the Enogex Entities is in compliance with all applicable Laws, other than any noncompliance that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect and (ii) neither OGE nor any of its Subsidiaries, including any Enogex Entity, has received any written communication since December 31, 2011 from a Governmental Entity that alleges that any Enogex Entity is not in compliance in any material respect with any applicable Laws that has not been resolved to the satisfaction of the Governmental Entity and that would reasonably be expected to be material to the Business of the Enogex Entities.

(b) Except as set forth in Section 4.7(b) of the OGE/Bronco Group Disclosure Schedule, the Enogex Entities are in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary

to own, lease and operate their properties and to lawfully carry on their businesses as they are now being conducted (collectively, the "***Enogex Permits***"), except where the failure to be in possession of such Enogex Permits would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect. None of the Enogex Entities is in conflict with, or in default or violation of, any of the Enogex Permits, except for any such conflicts, defaults or violations that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

(c) Notwithstanding Sections 4.7(a) and 4.7(b), the representations made with respect to the Enogex Entities in this Section 4.7 shall not apply to any matters addressed in other representations contained in this Article IV, including representations with respect to environmental matters (which are provided for in Section 4.10), Tax matters (which are provided for in Section 4.14) and employment and benefit matters (which are provided for in Section 4.15).

4.8 *Certain Contracts and Arrangements*.

(a) Section 4.8(a) of the OGE/Bronco Group Disclosure Schedule sets forth a true and complete list, as of the Execution Date, of the following contracts, agreements or commitments (including currently effective amendments and modifications thereto) to which any of the Enogex Entities is a party, whether written or oral (collectively, the "***Enogex Material Agreements***"): (i) transportation agreements and gathering agreements involving payments to or from any Enogex Entity of at least $20,000,000 per year; (ii) processing agreements and natural gas purchase agreements involving net payments (*i.e.*, after taking into account directly associated cost of goods or directly associated revenues from the sale of goods) to or from any Enogex Entity of at least $20,000,000 per year; (iii) construction, interconnect, and other services agreements in each case involving payments to or from any Enogex Entity in excess of $20,000,000 per year; (iv) contracts, loan agreements, letters of credit, repurchase agreements, mortgages, security agreements, guarantees, pledge agreements, trust indentures, promissory notes, lines of credit and similar documents in each case relating to the borrowing of money or for lines of credit, in any case for amounts in excess of $20,000,000 (other than contracts solely between or among the Enogex Entities and interest rate swap agreements); (v) swap, derivative, hedging, futures or other similar agreements or contracts that result in an aggregate exposure to any Enogex Entity in excess of $20,000,000; (vi) real property leases calling for payments by any of the Enogex Entities of amounts greater than $20,000,000 per year (other than rights-of-way and leases solely between or among the Enogex Entities); (vii) partnership or joint venture agreements (which do not include joint tariff or joint operating agreements); (viii) contracts limiting the ability of any of the Enogex Entities to compete in any line of business or with any Person or in any geographic area; (ix) contracts relating to any outstanding commitment for capital expenditures in excess of $50,000,000; (x) contracts with any labor union or organization; (xi) contracts not entered into in the ordinary course of the Business of the Enogex Entities other than those that are not material to the Business of the Enogex Entities; (xii) contracts that prohibit any Enogex Entity from making cash distributions in respect of its equity interests, other than restrictions in the Governing Documents of such entity; and (xiii) contracts, agreements or documents not otherwise disclosed in (i) – (xii) above that are currently in effect and to which any of the Enogex Entities or their properties are bound that are material to the Business or operations of the Enogex Entities taken as a whole.

(b) Except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and provided that any indemnity, contribution and exoneration provisions contained in any such Enogex Material Agreement may be limited by applicable Laws and public policy, each of the Enogex Material Agreements (i) constitutes the legal, valid and binding obligation of the applicable Enogex Entity and constitutes the legal, valid and binding obligation of the other parties thereto, (ii) is in full force and effect as of the Execution Date and (iii) will be in full force and effect upon the consummation of the transactions contemplated by this Agreement, in each case unless the failure to be so would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

(c) There is not, to the Knowledge of OGE, under any Enogex Material Agreement, any default or event that, with notice or lapse of time or both, would reasonably be expected to constitute a default on the part of any of the parties thereto, except such events of default and other events as to which requisite waivers or consents have been obtained or that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

(d) True and complete copies of all Enogex Material Agreements have been delivered or made available to CNP by OGE to the extent permitted by applicable Law and the provisions of such agreements. To the extent permitted by applicable Law, all Enogex Material Agreements not so delivered or made available are listed and described in Section 4.8(d) of the OGE/Bronco Group Disclosure Schedule.

4.9 *Legal Proceedings*. Except as disclosed in Section 4.9 of the OGE/Bronco Group Disclosure Schedule or reflected in any OGE SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date, there are no pending, or, to the Knowledge of OGE, threatened, lawsuits or claims, with respect to which OGE or any of its Subsidiaries, including any of the Enogex Entities, have been contacted in writing by counsel for the plaintiff or claimant, against or affecting OGE or any of its Subsidiaries, including any of the Enogex Entities, or any of their properties, assets, operations or Business and that would, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, none of OGE or any of its Subsidiaries, including any of the Enogex Entities, is a party or subject to or in default under any judgment, order, injunction or decree of any Governmental Entity or arbitration tribunal applicable to it or any of its properties, assets, operations or Business. Except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, there is no pending or, to the Knowledge of OGE, threatened investigation of or affecting OGE or any of its Subsidiaries, including any of the Enogex Entities, or any of their properties, assets, operations or Business by any Governmental Entity.

4.10 *Environmental Matters*. Except as reflected in any OGE SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date or the Enogex Financial Statements and except for any such matter that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect:

(a) The operations of each of the Enogex Entities has been and, as of the Closing Date, will be, in compliance with all Environmental Laws;

(b) To the Knowledge of OGE, no circumstances exist with respect to the Business of the Enogex Entities that gives rise to an obligation by any Enogex Entity to investigate, remediate, monitor or otherwise address the presence on-site or offsite of any Hazardous Materials, except as currently being performed under applicable Law or permit requirements;

(c) Each of the Enogex Entities has obtained and will, as of the Closing Date, maintain in full force and effect, all permits, licenses and registrations, and has timely made and will, as of the Closing Date, timely make all filings, permit renewal applications, reports and notices required under applicable Environmental Law in connection with the operations of its business;

(d) None of the Enogex Entities is the subject of any outstanding written agreements (including consent orders and settlement agreements) with any Governmental Entity or other Person imposing liability or obligations with respect to any environmental matter;

(e) None of OGE or its Subsidiaries, including any Enogex Entities, has received any written communication from any Governmental Entity or other Person alleging, with respect to any such party, the violation of or liability under any Environmental Law by or of the Enogex Entities or requesting, with respect to the Enogex Entities, information with respect to an investigation pursuant to any Environmental Law; and

(f) To the Knowledge of OGE, there has been no Release of any Hazardous Material from or in connection with the properties or operations of the Enogex Entities that has not been adequately reserved for in the Enogex Financial Statements and that has resulted or could reasonably be expected to result in liability under Environmental Laws or a claim for damages or compensation by any Person.

4.11 *Title to Properties and Rights of Way*.

(a) Each of the Enogex Entities has defensible title to all material real property and good title to all material tangible personal property owned by the Enogex Entities and that is sufficient for the operation of their respective Businesses as presently conducted, free and clear of all Encumbrances except Permitted Encumbrances.

(b) Each of the Enogex Entities has Rights-of-Way as are sufficient to conduct its Business in the manner described, and subject to the limitations contained in Section 4.11(b) of the OGE/Bronco Group Disclosure Schedule, except for (i) qualifications, reservations and encumbrances as may be set forth in Section 4.11(b) of the OGE/Bronco Group Disclosure Schedule and (ii) such Rights-of-Way the absence of which would not, individually or in the aggregate, reasonably be expected to result in an Enogex Material Adverse Effect. Other than as set forth in Section 4.11(b) of the OGE/Bronco Group Disclosure Schedule, and subject to the limitations contained in Section 4.11(b) of the OGE/Bronco Group Disclosure Schedule, each of the Enogex Entities has fulfilled and performed all its material obligations with respect to such

Rights-of-Way and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such Rights-of-Way, except for such revocations, terminations and impairments that would not, individually or in the aggregate, reasonably be expected to result in an Enogex Material Adverse Effect; and, except as described in Section 4.11(b) of the OGE/Bronco Group Disclosure Schedule, none of such Rights-of-Way contains any restriction that is materially burdensome to the Enogex Entities, taken as a whole.

(c) Except as reflected in any OGE SEC Report filed and publicly available on or after December 31, 2011 and prior to the Execution Date, there are no pending proceedings or actions to modify the zoning classification of, or to condemn or take by power of eminent domain, all or any of the material real property, except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

4.12 *Sufficiency of Assets*. Except as disclosed in Section 4.12 of the OGE/Bronco Group Disclosure Schedule, the assets of the Enogex Entities (as such term is used after giving effect to the consummation of the transactions contemplated by the EH Contribution Agreement) constitute all the material assets, the use or benefit of which are reasonably necessary for the operation of the Business of the Enogex Entities as currently conducted. As of the Closing and after giving effect to the consummation of the transactions contemplated by the EH Contribution Agreement, all of such assets, whether tangible or intangible, will be in the possession, or under the control, of the Enogex Entities.

4.13 *Insurance*. None of OGE or any of its Subsidiaries, including any of the Enogex Entities, has received any notice from any insurer or agent of such insurer that (a) substantial capital improvements or other expenditures will have to be made in order to continue any insurance policy or instrument pursuant to which any Enogex Entity is insured (an "***Enogex Insurance Policy***") or (b) such insurer has cancelled or terminated or has initiated procedures to cancel or terminate any Enogex Insurance Policy. All such Enogex Insurance Policies are outstanding and duly in force on the Execution Date, and such policies or renewals thereof and will be outstanding and duly in force on the Closing Date in all material respects. The Enogex Entities are in compliance with the terms of all Enogex Insurance Policies in all material respects, and, except with respect to reservation of rights letters received from insurers in the ordinary course of business consistent with past practices, there are no material claims by OGE or any of its Subsidiaries, including any of the Enogex Entities, under any such Enogex Insurance Policy as to which any insurance company is denying liability or defending under a reservation of rights clause.

4.14 *Tax Matters*.

(a) Except as set forth in Section 4.14(a) of the OGE/Bronco Group Disclosure Schedule,

(i) each of the Enogex Entities has filed (or joined in the filing of) when due all material Tax Returns required by applicable Law to be filed by or with respect to it, has obtained all required Tax permits and licenses and has satisfied all registration requirements relating to Taxes;

(ii) all such Tax Returns were true correct and complete in all material respects as of the time of such filing;

(iii) except for Taxes being contested in good faith in appropriate proceedings for which adequate reserves have been provided, all material Taxes relating to periods ending on or before the Closing Date owed by any of the Enogex Entities (regardless of whether shown on any Tax Return) have been paid or will be timely paid;

(iv) there is no action, suit, proceeding, investigation, audit or claim now pending against, or with respect to, any of the Enogex Entities in respect of any material Tax or material Tax assessment, nor has any claim for additional material Tax or material Tax assessment been asserted in writing or been proposed by any Tax authority;

(v) no written claim has been made by any Tax authority in a jurisdiction where any of the Enogex Entities does not currently file a Tax Return that it is or may be subject to any material Tax in such jurisdiction, nor has any such assertion been threatened or proposed in writing;

(vi) there is no outstanding request for any extension of time within which to pay any material Taxes or file any Tax returns with respect to any material Taxes of or with respect to any Enogex Entity;

(vii) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any material Taxes of or with respect to any of the Enogex Entities;

(viii) none of the Enogex Entities has entered into any agreement or arrangement with any Tax authority that requires any Enogex Entity to take any action or refrain from taking any action;

(ix) none of the Enogex Entities is a party to any agreement, whether written or unwritten, providing for the payment of Taxes, Tax losses, entitlements to Tax refunds or similar Tax matters;

(x) each of the Enogex Entities has withheld and paid all material Taxes required to be withheld in connection with any amounts paid or owing to any employee, creditor, independent contractor or other third party;

(xi) OGE is not a “foreign person” within the meaning of Section 1445 of the Code and OGEH is an entity disregarded as separate from OGE for federal income tax purposes;

(xii) none of the Enogex Entities has been a member of an affiliated group filing a consolidated federal income Tax Return or has any liability for the Taxes of any Person (other than an Enogex Entity) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise;

(xiii) there are no Tax liens on any of the assets of the Enogex Entities, except for liens for Taxes not yet due;

(xiv) the Enogex Entities have not (i) participated in any listed transactions or any other reportable transaction within the meaning of Treasury Regulations Section 1.6011-4, or (ii) engaged in any transaction that gives rise to a registration obligation under Section 6111 of the Code or a list maintenance obligation under Section 6112 of the Code; and

(xv) the Enogex Entities have obtained and retained any and all resale sales tax exemption certificates or other documentation required to establish that all reported exempt sales by such entities are exempt from sales, transfer or similar taxes.

(b) None of the Enogex Entities is classified as a corporation for U.S. federal tax purposes.

4.15 *Employment and Benefits Matters*.

(a) Within ten Business Days after the Execution Date, OGE shall deliver to CNP a letter that sets forth complete and accurate lists of all the Enogex Related Employees and all the Enogex Independent Contractors, specifying whether they are Enogex Related Employees or Enogex Independent Contractors, their position, the entity by which they are employed or to which they provide services, annual salary, hourly wages or consulting or other independent contractor fees, as applicable, and bonus opportunities, date of hire (or entry into an independent contractor agreement), work location, length of service, together with a notation next to the name of any employee or independent contractor on such lists who is subject to any Employment Agreement or Collective Bargaining Agreement.

(b) Section 4.15(b) of the OGE/Bronco Group Disclosure Schedule sets forth a complete and accurate list of each Employee Benefit Plan (i) that is sponsored, maintained or contributed to by any Enogex Entity, or (ii) that any Affiliate or ERISA Affiliate of any Enogex Entity has sponsored, maintained or contributed to, or to which any such entity is obligated to contribute within six years of the Closing Date that covers or benefits any current or former Enogex Related Employees or Enogex Independent Contractors (each, an "***Enogex Plan***"). True, correct and complete copies of each such Enogex Plan and any related documents, including all amendments thereto, and any trust, insurance or other funding arrangement, have been furnished or made available to CNP. There has also been furnished or made available to CNP, with respect to each such Enogex Plan, the most recent summary plan description and summaries of material modifications thereto.

(c) Section 4.15(c) of the OGE/Bronco Group Disclosure Schedule sets forth a true and complete list of all Employment Agreements of the Enogex Entities. As of the Execution Date, there are no other agreements (other than enrollment or similar forms to commence participation or initiate or continue coverage in an Employee Benefit Plan or standard employment offer letters providing for only at-will employment issued by Enogex Entities) between any Enogex Entity and any natural person that provide for (i) participation in, coverage under or benefits from an Employee Benefit Plan, (ii) annual compensation in excess of $150,000 to such person or (iii) change of control, termination or severance payments in excess of $150,000 to such person. No Enogex Entity is subject to any legal, contractual, equitable, or other obligation or commitment (whether legally binding or not) to enter into an Employment Agreement, establish or contribute to an Employee Benefit Plan or modify (except to the extent required by applicable Law) any existing Employee Benefit Plan or Employment Agreement.

(d) Except as set forth in Section 4.15(d) of the OGE/Bronco Group Disclosure Schedule, no Enogex Entity and no ERISA Affiliate of an Enogex Entity maintains or has an obligation to contribute to, or has any obligation or liability (contingent, secondary or otherwise) to, based upon or arising out of, an Employee Benefit Plan that is (i) subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, (ii) a plan of the type described in Section 4063 of ERISA or Section 413(c) of the Code, (iii) a "multiemployer plan" (as defined in Section 3(37) of ERISA) or (iv) a multiple employer welfare arrangement (as defined in Section 3(40) of ERISA).

(e) Except as set forth in Section 4.15(e) of the OGE/Bronco Group Disclosure Schedule, the Enogex Plans (i) are and have been maintained (in form and in operation) in all material respects in accordance with their terms and with the applicable provisions of ERISA, the Code and all other applicable Laws, (ii) if intended to be qualified under Section 401(a) of the Code, (A) satisfy in all material respects in form the requirements of such Section except to the extent amendments are not required by Law to be made until a date after the Closing Date, (B) have received a favorable determination letter or, if applicable, a favorable opinion letter from the Internal Revenue Service regarding such qualified status in any material respect, (C) have not, since receipt of the most recent favorable determination letter or opinion letter, if applicable, been amended in a way that would adversely affect their qualified status and (D) have not been operated in a way that would adversely affect their qualified status, (iii) do not provide, and have not provided, any post-termination of employment welfare benefits or coverage, except as required under Part 6 of Subtitle B of Title I of ERISA and Code Section 4980B (or similar state or local Law) and (iv) if they could be deemed "nonqualified deferred compensation arrangements" under Section 409A of the Code, are in good faith compliance with such section and the applicable regulations and authoritative guidance issued thereunder or are exempt from the requirements of such section and have not been materially modified at any time after October 3, 2004.

(f) The Enogex Entities are, and have been, in compliance with all applicable Laws relating to the employment of labor, including all such applicable Laws relating to employee relations, affirmative action, employee leave rights, disability laws, immigration, plant closings or mass layoffs, labor or arbitration, whistle blower claims, wages, hours, collective bargaining, discrimination, civil rights, safety and health and workers' compensation or other federal or state employment or labor law, common law requirements, local ordinances or regulations, other than any noncompliance that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect. Except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, no strikes, labor disputes, slow downs, sit downs, work stoppages, interruptions of work, picketing or handbilling, lockouts, arbitrations, grievances, unfair labor practice charges or other labor disputes are pending or, to the Knowledge of OGE, threatened with respect to any of the Enogex Related Employees, and no such activity has occurred at any time during the last five years. Except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, none of the Enogex Entities is subject to a current unresolved judicial administrative determination that it has engaged in an unfair labor practice in connection with the

Enogex Related Employees and no Enogex Entity has received notice of any pending NLRB proceeding with respect to any Enogex Related Employees. Except as set forth in Section 4.15(f) of the OGE/Bronco Group Disclosure Schedule or as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, no pending grievance or arbitration demand or proceeding, whether or not filed pursuant to a collective bargaining agreement, has been received by Enogex Entities with respect to the Enogex Related Employees. To the Knowledge of OGE and except as would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, all Enogex Related Employees are lawfully authorized to work in the United States according to federal immigration laws.

(g) Each Enogex Plan sponsored or maintained by an Enogex Entity can be unilaterally amended or terminated at any time by an Enogex Entity without liability other than liability for benefits accrued to the date of such amendment or termination pursuant to the terms of the plan.

(h) No Enogex Entity is a party to a Collective Bargaining Agreement. No Enogex Entity has agreed to recognize any union or other collective bargaining representative. No union or other collective bargaining representative has been certified as the exclusive collective bargaining representative of any of the Enogex Related Employees. To the Knowledge of OGE, no union or other collective bargaining representative claims to be the exclusive collective bargaining representative of any of the Enogex Related Employees. No union organizational campaign or representation petition is currently pending with respect to any of the Enogex Related Employees.

(i) All contributions or payments required to be made by an Enogex Entity to or with respect to any Enogex Plan have been timely made and all liabilities of an Enogex Entity with respect to any Enogex Plan are properly reflected in the Enogex Financial Statements in accordance with GAAP.

(j) There are no material actions, suits, or claims pending (other than routine claims for benefits) or, to the Knowledge of OGE, threatened against, or with respect to, any of the Enogex Plans or their assets or Employment Agreements of the Enogex Entities, nor is any such Enogex Plan or Employment Agreement under investigation or audit by any Governmental Entity. Except as set forth in Section 4.15(j) of the OGE/Bronco Group Disclosure Schedule, there are no material claims, lawsuits, petitions, charges, grievances, investigations, complaints, proceedings, suits, demands, actions or other matters (other than routine qualification determination filings) that are pending against the Enogex Entities before any Governmental Entity or arbitrator, or that have been asserted or threatened against the Enogex Entities, including those for: (i) wages, salaries, commissions, bonuses, vacation pay, severance or termination pay, sick pay or other compensation; (ii) employee benefits; (iii) any alleged unlawful, unfair, wrongful or discriminatory employment or labor practices; (iv) any alleged breach of contract or other claim arising under a collective bargaining or individual agreement or any other employment covenant whether express or implied; (v) any alleged violation of any statute, ordinance, contract or regulation relating to wages or hours of work; (vi) any alleged violation of occupation safety and health standards; or (vii) any alleged violation of plant closing and mass layoff, immigration, workers' compensation, disability, unemployment compensation,

whistleblower laws or other employment or labor relations Laws; and to the Knowledge of OGE, no basis therefor exists. To the extent that any Enogex Entity is obligated to develop and maintain an affirmative action plan, no discrimination claim, show cause notice, conciliation proceeding, sanction or debarment proceeding is pending with the Office of Federal Contract Compliance Programs or any other federal agency or any comparable state agency and no desk audit or onsite review is in progress with respect to any Enogex Related Employee. Within the past 90 days, the Enogex Entities have not taken an action that constitutes a "mass layoff," "mass termination" or "plant closing" at any Enogex Entity facility where Enogex Related Employees work within the meaning of the Workers Adjustment and Retraining Notification Act (WARN) or any comparable state Law.

(k) No act, omission or transaction has occurred that would result, directly or indirectly, in imposition on any Enogex Entity of (i) liability under ERISA for a breach of fiduciary duty, (ii) a civil penalty assessed pursuant to subsections (c), (i) or (l) of Section 502 of ERISA, or (iii) a tax imposed pursuant to Chapter 43 of Subtitle D of the Code, in each case which would reasonably be expected to have an Enogex Material Adverse Effect.

(l) Except as set forth in Section 4.15(l) of the OGE/Bronco Group Disclosure Schedule, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall require any payments of money or other property or provision of benefits or other rights to any employee, officer or director of any Enogex Entity to be either subject to an excise tax or an additional tax under Section 4999 or 409A of the Code, regardless of whether some other subsequent action or event would be required to cause such payment or benefit to be triggered. The execution of, and performance of the transactions contemplated by, this Agreement will not (either alone or upon the occurrence of any additional or subsequent events) constitute an event under any Enogex Plan or Employment Agreement of the Enogex Entities that will or may result in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, grant of additional service credits, distribution, or increase in benefits or obligations to fund benefits with respect to any such Enogex Plan or Employment Agreement. There is no agreement, plan, contract or arrangement by which any Enogex Entity is bound to compensate or otherwise "gross up" any person for any state, local or federal taxes due or imposed on such person for any reason in respect of any Enogex Plan or Employment Agreement of the Enogex Entities or the benefits payable thereunder, including taxes, penalties or interest imposed, or otherwise due, pursuant to Sections 409A or 4999 of the Code.

(m) As to any Enogex Plan that is subject to Title IV of ERISA, there has been no event or condition which presents the material risk of plan termination, no accumulated funding deficiency, whether or not waived, within the meaning of Section 302 of ERISA or Section 412 of the Code (as each was in effect prior to 2008) has been incurred, no reportable event within the meaning of Section 4043 of ERISA (for which the disclosure requirements of Regulation section 4043.1 et seq., promulgated by the PBGC, have not been waived) has occurred and no failure to satisfy the minimum funding standards (as required by Section 302 of ERISA or Section 412 of the Code, as each is in effect after 2007), has occurred, whether or not waived, no notice of intent to terminate the plan has been given under Section 4041 of ERISA, no proceeding has been instituted under Section 4042 of ERISA to terminate the plan, no liability to the PBGC has been incurred (other than for premium payments paid on a timely basis), and there are no restrictions on the payment or accrual of benefits under Section 436 of the Code and no such plan is in "at risk" status for the current plan year under Section 430(i) of the Code.

(n) With respect to any Employee Benefit Plan that is not listed in Section 4.15(b) of the OGE/Bronco Group Disclosure Schedule but that is sponsored, maintained, or contributed to, or has been sponsored, maintained, or contributed to, by OGE, any ERISA Affiliate of OGE, any Enogex Entity or any ERISA Affiliate of any Enogex Entity, (i) no withdrawal liability, within the meaning of Section 4201 of ERISA, has been incurred, which withdrawal liability has not been satisfied, (ii) no liability to the PBGC has been incurred by OGE or any such ERISA Affiliate, which liability has not been satisfied, (iii) no accumulated funding deficiency, whether or not waived, within the meaning of Section 302 of ERISA or Section 412 of the Code (as each was in effect prior to 2008) has been incurred and no failure to satisfy the minimum funding standards (as required by Section 302 of ERISA or Section 412 of the Code, as each is in effect after 2007) has occurred, whether or not waived, (iv) all contributions (including installments) to such plan required by Sections 302 or 303 of ERISA and Sections 412 or 430 of the Code have been timely made and (v) no circumstances exist or in the future could exist that could subject any Enogex Entity or, after the consummation of the transactions contemplated by this Agreement, Opco LP or any of its Subsidiaries or ERISA Affiliates, to any liability, including without limitation, any Tax or penalty under ERISA or the Code.

(o) No circumstance exists or future circumstance could reasonably be expected to arise that would lead any Enogex Entity or, after the transactions contemplated by this Agreement, Opco LP, to incur any liability under Title IV of ERISA or suffer the imposition of any Encumbrance on any of their assets with respect to liabilities relating to any Enogex Plan or any employee benefit plan subject to Title IV of ERISA that was sponsored, maintained or contributed to by (i) OGE, (ii) an ERISA Affiliate of OGE or (iii) any ERISA Affiliate of any Enogex Entity or to which any of them had an obligation to contribute.

4.16 *Books and Records*. Complete copies of the minute books of the Enogex Entities for 2011, 2012 and 2013 have been made available to outside counsel and other advisors to CNP. All of such minute books contain true and correct copies of all actions taken at all meetings of the board of directors, members or managers, as the case may be, of each of the Enogex Entities, as applicable, and all written consents executed in lieu of such meetings.

4.17 *No Changes or Material Adverse Effects*. Except as disclosed in Section 4.17 of the OGE/Bronco Group Disclosure Schedule,

(a) Between December 31, 2012 and the Execution Date, the Business of the Enogex Entities, taken as a whole, has been conducted in the ordinary course consistent with past practice, and none of the Enogex Entities has taken any of the actions prohibited by Section 6.1(b), except in connection with entering into this Agreement.

(b) Subsequent to December 31, 2012, there has not been any change, event or occurrence that has had or would reasonably be expected to have an Enogex Material Adverse Effect.

4.18 *Regulation*. Neither OGE nor any of the Enogex Entities is, nor following the consummation of the transactions contemplated by this Agreement will OGE, Enogex Holdings or any of the Enogex Entities be, an "investment company" or a company "controlled by" an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.19 *Energy Regulatory Matters*.

(a) None of the Enogex Entities is a "natural-gas company" under the Natural Gas Act and none of the Enogex Entities has operated or provided services in a manner that would subject it to FERC jurisdiction over rates and terms of service pursuant to the Natural Gas Act. With the exception of Enogex LLC, which provides intrastate natural gas transportation and storage services pursuant to Section 311 of the NGPA, none of the Enogex Entities has performed services, or is subject to regulation, under the NGPA.

(b) Each of the Enogex Entities is in compliance in all material respects with the applicable provisions of the Pipeline Safety Improvement Act of 2002, the Pipeline Inspection, Protection, Enforcement and Safety Act of 2006, and the Pipeline Safety, Regulatory Certainty, and Job Creation Act of 2011 and the regulations of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration and of any State Regulatory Authority promulgated thereunder.

(c) Except as indicated in Section 4.19(c) of the OGE/Bronco Group Disclosure Schedule and except for general non-discrimination and open access obligations, no Enogex Entity is subject to regulation by any State Regulatory Authority as a public utility and neither the rates nor the terms of service offered by any of the Enogex Entities is subject to regulation by any State Regulatory Authority. No approval by any State Regulatory Authority is required in connection with the execution and delivery of this agreement by OGE or the consummation of the transactions contemplated herein.

4.20 *State Takeover Laws*. No approvals are required under state takeover or similar Laws in connection with the performance by OGE of its obligations under this Agreement.

4.21 *Bankruptcy*. No bankruptcy, reorganization or arrangement proceedings are pending against, being contemplated by, or to Knowledge of OGE, threatened against any Enogex Entity.

4.22 *Opinions of Financial Advisors*. The Board of Directors of OGE has received the opinion of UBS Securities LLC, dated as of the Execution Date, to the effect that the transactions contemplated by this Agreement were fair, from a financial point of view, to OGE.

4.23 *Brokers' Fees*. None of OGE, OGEH or any of the Enogex Entities, nor any of their respective officers or directors, has incurred any liability on behalf of any CNP Midstream Entity, CNP, the Bronco Group any Enogex Entity for any advisory, brokerage, finder, success, deal completion or similar fees or commissions in connection with the transactions contemplated by this Agreement.

4.24 *Investment Intent*. OGE and its relevant Subsidiaries, including OGEH, are acquiring Opco LP Common Units and GP Membership Interests to be issued to OGE pursuant to Article II for investment for their own account and not with a view to, or for sale in connection

with, any distribution thereof. OGE and each such Subsidiary (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in such Opco LP Common Units and GP Membership Interests and is capable of bearing the economic risks of such investment. OGE and its relevant Subsidiaries are aware that the GP Membership Interests have not been registered, and will not be registered after the Closing, under the Securities Act or under any state or foreign securities Laws.

4.25 *Certain Business Relationships between Enogex and its Affiliates*. Except as set forth in Section 4.25 of the OGE/Bronco Group Disclosure Schedule, (a) neither OGE nor any of its Subsidiaries (excluding the Enogex Entities) has been involved in any material business arrangement or relationship with the Enogex Entities within the past two years, (b) neither OGE nor any of its Subsidiaries (excluding the Enogex Entities) owns any material asset, tangible or intangible, that is used in Enogex Entities' business and (c) neither OGE nor any of its Subsidiaries (excluding the Enogex Entities) is a party to any material contract, commitment or agreement (whether written or oral) with any Enogex Entity or relating to the business of the Enogex Entities.

4.26 *Limitation of Representations and Warranties*.

(a) For purposes of any of the representations made by OGE with respect to Enogex Holdings in this Article IV (other than with respect to Section 4.4 and Section 4.5), such representations shall be deemed to have been made at the Execution Date but not as of the Closing.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE IV, OGE IS NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE MEMBERSHIP INTERESTS OF ANY OF THE ENOGEX ENTITIES, OR THE BUSINESS, ASSETS, OR LIABILITIES OF ANY ENOGEX GROUP ENTITY, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BRONCO GROUP

Except as disclosed in the OGE/Bronco Group Disclosure Schedule, the Bronco Group hereby represents and warrants to CNP and OGE as follows:

5.1 *Organization; Qualification*. Each of Bronco I and Bronco II has been duly formed and is validly existing and in good standing as a limited liability company under the Law of its jurisdiction of formation with all requisite limited liability company power and authority to own, lease or otherwise hold and operate its properties and assets and to carry on its business as presently conducted, except in each case where the failure to have such power or authority would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect. Each of Bronco I and Bronco II is duly qualified and in good standing to do

business as a foreign limited liability company in each jurisdiction in which the conduct or nature of its business or the ownership, leasing, holding or operating of its properties makes such qualification necessary, except such jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect.

5.2 *Authority; No Violation; Consents and Approvals*. The Bronco Group has all requisite corporate power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Bronco Group of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Bronco Group, and no other corporate or other organizational proceeding on the part of the Bronco Group or any Affiliate thereof is necessary to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Bronco Group and, assuming the due authorization, execution and delivery hereof by CNP and OGE, constitutes a legal, valid and binding agreement of the Bronco Group, enforceable against the Bronco Group in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)). Except as disclosed in Section 4.2 of the OGE/Bronco Group Disclosure Schedule, for matters expressly contemplated by this Agreement and matters described in clauses (b), (c), (d) or (e) below that would not, individually or in the aggregate, reasonably be expected to have an Enogex Material Adverse Effect, neither the execution and delivery by the Bronco Group of this Agreement, nor the consummation by the Bronco Group or Enogex Holdings of the transactions contemplated hereby, including the execution and delivery of the Transaction Documents to which any member of the Bronco Group or Enogex Holdings is party on or prior to the Closing Date, and the performance by the Bronco Group and Enogex Holdings of this Agreement or such other Transaction Documents, will (a) violate or conflict with any provision of the Governing Documents of the Bronco Group or Enogex Holdings; (b) require any consent, approval, authorization or permit of, registration, declaration or filing with, or notification to, any Governmental Entity; (c) require any consent or approval of any counterparty to, or result in any breach of or constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, or give to others any right of termination, cancellation, amendment or acceleration of any obligation or the loss of any benefit under, any agreement or instrument to which the Bronco Group or Enogex Holdings, is a party or by or to which any of their properties are bound; (d) result in the creation of an Encumbrance upon or require the sale of or give any Person the right to acquire any of the assets of the Bronco Group or Enogex Holdings, or restrict, hinder, impair or limit the ability of the Bronco Group or Enogex Holdings to carry on their businesses as and where they are being carried on as of the Execution Date; or (e) violate or conflict with any Law applicable to the Bronco Group or Enogex Holdings.

5.3 *Capitalization*.

(a) As of the Execution Date, the Bronco Group owns 20.08% of the outstanding membership interests of Enogex Holdings, which membership interests have been duly authorized and validly issued in accordance with applicable Laws and the Governing Documents

of Enogex Holdings and are fully paid and non-assessable. The Bronco Group owns such membership interests of Enogex Holdings free and clear of any Encumbrances. Immediately prior to the Closing, and as a result of OGEH, Enogex Holdings and EH II consummating the transactions contemplated by the EH Contribution Agreement, the Bronco Group will own 100% of the outstanding membership interests of Enogex Holdings, which membership interests will be duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of Enogex Holdings and will be fully paid and non-assessable. The Bronco Group will own such membership interests of Enogex Holdings free and clear of any Encumbrances.

(b) Immediately prior to the Closing, and as a result of OGEH, Enogex Holdings and EH II consummating the transactions contemplated by the EH Contribution Agreement and OGE (or its designated Affiliates) and the Bronco Group paying off certain outstanding borrowings under the Enogex Short Term Facilities as provided in Section 6.7(a)(ii), Enogex Holdings will own, 24.0% of the EH Economic Units in EH II, which membership interests will be duly authorized and validly issued in accordance with applicable Laws and the Governing Documents of EH II and will be fully paid and non-assessable. Enogex Holdings will own such membership interests of EH II free and clear of any Encumbrances.

(c) Except as contemplated by this Agreement or set forth in Section 4.3(d) of the OGE/Bronco Group Disclosure Schedule, (i) there are no outstanding options, warrants, subscriptions, puts, calls or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating the Bronco Group or Enogex Holdings to offer, issue, sell, redeem, repurchase, otherwise acquire or transfer, pledge or encumber any equity interest in any of the Enogex Entities; (ii) there are no outstanding securities or obligations of any kind of any of the Bronco Group or Enogex Holdings, that are convertible into or exercisable or exchangeable for any equity interest in any of the Enogex Entities; (iii) there are no outstanding bonds, debentures or other evidence of indebtedness of any of the Bronco Group or Enogex Holdings, having the right to vote (or that are exchangeable for or convertible or exercisable into securities having the right to vote) with the holders of equity interests in any of the Enogex Entities on any matter; and (iv) there are no unitholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which the Bronco Group or Enogex Holdings is a party or by which any of their securities are bound with respect to the voting, disposition or registration of any outstanding securities of any of the Enogex Entities.

(d) Enogex Holdings was formed by OGEH and the Bronco Group solely for the purpose of holding the limited liability company membership interests in Enogex LLC. After giving effect to the consummation of the transactions contemplated by the EH Contribution Agreement on the Closing Date, Enogex Holdings will have no assets or liabilities other than its ownership of certain limited liability company membership interests of EH II.

5.4 *Brokers' Fees*. Neither Bronco I and Bronco II, nor any of their respective officers or directors, has incurred any liability on behalf of any CNP Midstream Entity, CNP, OGE or any Enogex Entity for any advisory, brokerage, finder, success, deal completion or similar fees or commissions in connection with the transactions contemplated by this Agreement.

5.5 *Investment Intent*. At the Closing, Enogex Holdings is acquiring Opco LP Common Units to be issued to Enogex Holdings pursuant to Article II for investment for its own account and not with a view to, or for sale in connection with, any distribution thereof. At the Closing, Enogex Holdings (either alone or together with its advisors) will have sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in such Opco LP Common Units and is capable of bearing the economic risks of such investment.

5.6 *Limitation of Representations and Warranties*.

(a) For purposes of any of the representations made by the Bronco Group with respect to Enogex Holdings pursuant to this Article V, such representations shall not be deemed to have been made as of the Execution Date but shall only be deemed to have been made prospectively as of the time immediately following consummation of the transactions contemplated by, and pursuant to the terms and conditions (including the assumption of liabilities by EH II) of, the EH Contribution Agreement.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE V, THE BRONCO GROUP IS NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE MEMBERSHIP INTERESTS OF ANY OF THE ENOGEX ENTITIES, OR THE BUSINESS, ASSETS, OR LIABILITIES OF ANY ENOGEX GROUP ENTITY, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE VI
ADDITIONAL AGREEMENTS, COVENANTS, RIGHTS AND OBLIGATIONS

6.1 *Conduct of Business*. Except (i) as set forth in the last sentence of Section 6.1(b) or as otherwise contemplated by this Agreement, (ii) as otherwise required by Law or Environmental Law or ERISA or (iii) as set forth in Section 6.1 of the CNP Disclosure Schedule or in Section 6.1 of the OGE/Bronco Group Disclosure Schedule, without the prior written consent of all of the other Parties (which consent will not be unreasonably withheld, delayed or conditioned), each of CNP and OGE agree that from the Execution Date through the Closing Date:

(a) Each of CNP and OGE, with respect to the business of its Consolidated Group, shall, except as otherwise permitted under this Section 6.1, (i) conduct the business of such Consolidated Group in the ordinary course consistent with past practices, (ii) use commercially reasonable efforts to preserve intact the present business organizations and material rights and franchises of such Consolidated Group, to keep available the services of the CNP Midstream Related Employees and CNP Independent Contractors or the Enogex Related Employees and Enogex Independent Contractors, as applicable, and the current officers and employees of such Consolidated Group, and to preserve the material relationships of such Consolidated Group with customers, suppliers and others having business dealings with them and (iii) maintain and keep the material properties and assets of such Consolidated Group in as good repair and condition, including any material insurance coverage thereon, as at the Execution Date, subject to ordinary wear and tear.

(b) Without limiting the generality of Section 6.1(a), except as otherwise contemplated by this Agreement, each of CNP and OGE, with respect to the business of its Consolidated Group, will not, and agrees that it will cause its respective Consolidated Group not to:

(i) make any material change in the conduct of its Business;

(ii) make any change in its Consolidated Group's Governing Documents;

(iii) issue, deliver or sell or authorize or propose the issuance, delivery or sale of, any of its equity securities or securities convertible into its equity securities, or subscriptions, rights, warrants or options to acquire or other agreements or commitments of any character obligating it to issue any such securities;

(iv) declare, set aside or pay any distributions in respect of its equity securities, or split, combine or reclassify any of its equity securities or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for any of its equity securities, or purchase, redeem or otherwise acquire, directly or indirectly, any of its equity securities;

(v) merge into or with any other Person (other than (A) mergers among wholly owned Subsidiaries of the same Person, (B) mergers between any CNP Midstream Entity and its wholly owned Subsidiaries, (C) mergers between any Enogex Entity and its wholly owned Subsidiaries or (D) as permitted by clause (vi));

(vi) acquire, through merger, consolidation or otherwise, all or substantially all of the business or assets of any Person, or acquire any interest in or contribute any assets to any partnership or joint venture or enter into any similar arrangement for consideration in excess of $50,000,000 individually or $100,000,000 in the aggregate;

(vii) (A) except as permitted by exclusions under other clauses of this Section 6.1(b), other than in the ordinary course of business consistent with past practices, enter into any material contract or agreement or terminate or amend in any material respect any material contract or agreement to which it is a party or waive any material rights under any material contract or agreement to which it is a party, (B) with respect to OGE and its Consolidated Group, enter into any contract, agreement or commitment between OGE, its Subsidiaries (excluding the Enogex Entities) or the Bronco Entities, on the one hand, and the Enogex Entities, on the other hand, or terminate or waive any existing right or claim by the Enogex Entities against OGE or any of its Subsidiaries (excluding the Enogex Entities), or (C) with respect to CNP and its Consolidated Group, enter into any contract, agreement or commitment between CNP and its Subsidiaries (excluding the CNP Midstream Entities), on the one hand, and the CNP Midstream Entities, on the other hand, or terminate or waive any existing right or claim by the CNP Midstream Entities against CNP or any of its Subsidiaries (excluding the CNP Midstream Entities);

(viii) purchase any securities of or make any investment in any Person (other than (A) ordinary-course overnight investments consistent with cash management practices of such Party, (B) investments in wholly owned Subsidiaries, (C) purchases and investments in addition to those contemplated by (A) and (B) of this clause (viii) up to an aggregate amount of $10,000,000 for each Party and (D) as permitted pursuant to clause (vi));

(ix) incur, assume or guarantee any indebtedness for borrowed money, issue, assume or guarantee any debt securities, grant any option, warrant or right to purchase any debt securities, or issue any securities convertible into or exchangeable for any debt securities, other than (A) in connection with working capital borrowings in the ordinary course of business consistent with past practices by any member of its Consolidated Group under its existing bank credit facilities or any refinancing thereof, (B) intercompany debt solely between members of the Consolidated Group for existing projects under development, (C) as credit support in the ordinary course of business consistent with past practices by any member of its Consolidated Group for any wholly owned Subsidiary of any member of such Consolidated Group and (D) acquisitions and capital expenditures permitted by this Section 6.1(b), provided that such Party shall provide prior written notice to the other Party of any such borrowing that is in excess of $50,000,000 individually or $100,000,000 in the aggregate;

(x) (A) sell, assign, transfer, abandon, lease or otherwise dispose of assets having a fair market value in excess of $20,000,000 in the aggregate, except for (1) natural gas, natural gas liquids, oil, condensate and other hydrocarbon sales in the ordinary course of business consistent with past practices and (2) dispositions of inventory or worn-out or obsolete equipment for fair value in the ordinary course of business consistent with past practices or (B) other than Permitted Encumbrances, grant any security interest with respect to, pledge or otherwise encumber any assets, other than security interests granted after the Execution Date (1) with respect to assets acquired after the Execution Date (which acquisition is otherwise permitted by this Agreement), pursuant to related financing arrangements (which financing arrangements are otherwise permitted by this Agreement), (2) with respect to assets already owned prior to the Execution Date, pursuant to the requirements of existing financial arrangements or (3) pursuant to financing arrangements entered into after the Execution Date in accordance with Section 6.1(b)(ix);

(xi) (A) settle any claims, demands, lawsuits or state or federal regulatory proceedings for damages to the extent such settlements in the aggregate assesses damages in excess of $10,000,000 (other than any claims, demands, lawsuits or proceedings to the extent insured (net of deductibles), to the extent reserved against in the CERC Financial Statements or the Enogex Financial Statements, as applicable, or to the extent covered by an indemnity obligation not subject to dispute or adjustment from a solvent indemnitor) or (B) settle any claims, demands, lawsuits or state or federal regulatory proceedings seeking an injunction or other equitable relief where such settlements would reasonably be expected to have a CNP Midstream Material Adverse Effect or an Enogex Material Adverse Effect, as applicable;

(xii) except as required on an emergency basis or for the safety of persons or the environment, make any capital expenditure in excess of $50,000,000 in the aggregate (other than as permitted by clause (vi));

(xiii) make any material change in its tax methods, principles or elections;

(xiv) make any material change to its financial reporting and accounting methods other than as required by a change in GAAP or a change in Law;

(xv) fail to file on a timely basis all applications and other documents necessary to maintain, renew or extend any material permit, license, variance or any other material approval required by any Governmental Entity for the continuing operation of its business;

(xvi) (A) grant any increases in the compensation of any of its officers, employees or independent contractors, except in the ordinary course of business consistent with past practices, (B) amend any collective bargaining agreement or other contract with any labor union or organization or any existing employment or severance or termination contract with any officer, employee or independent contractor, (C) become obligated under any new pension plan, welfare plan, multiemployer plan, Employee Benefit Plan, severance plan, change of control or other benefit arrangement or similar plan or arrangement, or (D) except as required by applicable Law, amend or take any action with respect to any Employee Benefit Plan of any CNP Midstream Entity or any Enogex Entity, as applicable, if such amendment would have the effect of enhancing any benefits thereunder, including acceleration of vesting and waiver of performance criteria;

(xvii) adopt or vote to adopt a plan of complete or partial dissolution or liquidation;

(xviii) make any material change to its officers' and directors' liability insurance as existing on the Execution Date; or

(xix) agree or commit to do any of the foregoing.

Notwithstanding any provision in this Section 6.1 to the contrary, to the extent that they relate to CNP, on the one hand, or OGE, on the other hand, the restrictions set forth in this Section 6.1 shall apply only to the business, operations, agreements, indebtedness and securities of the CNP Midstream Entities or the Enogex Entities, respectively, and shall not apply to the business, operations, agreements, indebtedness and securities of, or otherwise restrict the activities of, CNP or any of its Subsidiaries (other than the CNP Midstream Entities) or OGE or any of its Subsidiaries (other than the Enogex Entities), and the restrictions set forth in this Section 6.1 (other than as set forth in Section 6.1(b)(vii)(B) and (C)) shall not apply to the business, operations, agreements, indebtedness and securities of, or otherwise restrict the activities of, the Bronco Group or any of its Subsidiaries (other than, to the extent they may be Subsidiaries of the Bronco Group, the Enogex Entities).

(c) *Notification of Certain Events*. From the Execution Date until the Closing Date, each Party shall promptly notify the other Parties in writing of (i) any event, condition or circumstance that could reasonably be expected to result in any representation or warranty of the notifying Party contained in this Agreement to be inaccurate in any material respect as of the Closing Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date), (ii) any event, condition or circumstance that could reasonably be expected to result in any of the conditions set forth in Article VII not being satisfied on or prior to the

Closing Date, (iii) any change, event or occurrence that has had or could reasonably be expected to have a CNP Midstream Material Adverse Effect or Enogex Material Adverse Effect, as applicable, and (iv) any material breach by the notifying Party of any covenant, obligation or agreement contained in this Agreement; *provided, however,* that the delivery of any notice pursuant to this Section 6.1(c) shall not limit or otherwise affect the remedies available hereunder to the notified Parties or the conditions set forth in Article VII.

6.2 *Access to Information; Confidentiality*.

(a) Subject to Section 6.2(b) and applicable Laws, upon reasonable notice, each of CNP and OGE shall (and shall cause its Consolidated Group to) afford the officers, employees, counsel, accountants and other authorized representatives and advisors of the requesting Party reasonable access, during normal business hours from the Execution Date until the Closing Date, to the properties, books, contracts and records as well as to their management personnel of its Consolidated Group and, to the extent related to the ownership, management or operations of the Consolidated Group, of such Party; *provided* that such access shall be provided on a basis that minimizes the disruption to the operations of the disclosing Party and its Consolidated Group *provided, further*, that the requesting Party shall not (i) contact clients, customers or suppliers of the disclosing Party (or its Consolidated Group) with respect to the transactions contemplated hereby without the prior written consent of the disclosing Party (which consent shall not be unreasonably withheld, conditioned or delayed) or (ii) perform invasive or subsurface investigations of the real property owned by the disclosing Party or its Subsidiaries. The disclosing Party shall have a right to have a representative present at all times of any inspections, interviews and examinations conducted at or in the offices or other facilities or properties of the disclosing Party or its Subsidiaries. To the fullest extent permitted by Law, the disclosing Party shall not be responsible or liable to the requesting Party for injuries sustained by the requesting Party's officers, employees, counsel, accountants and other representatives and advisors in connection with the access provided pursuant to this Section 6.2(a), and shall be indemnified and held harmless by the requesting Party for any losses suffered by the disclosing Party or its officers, employees, counsel, accountants or representatives in connection with any such injuries, including personal injury, death or physical property damage. THIS INDEMNIFICATION IS EXPRESSLY INTENDED TO APPLY NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY ON THE PART OF THE DISCLOSING PARTY, EXCEPTING ONLY INJURIES ACTUALLY RESULTING ON THE ACCOUNT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DISCLOSING PARTY.

(b) Each of CNP and OGE acknowledge that certain information received pursuant to Section 6.2(a) will be non-public or proprietary in nature and as such will be deemed to be "Confidential Information" for purposes of the Confidentiality Agreement. Each of CNP and OGE further agrees to be bound by the terms and conditions of the Confidentiality Agreement (except that the term of the Confidentiality Agreement shall be two years from the Execution Date) and to maintain the confidentiality of such Confidential Information in accordance with the Confidentiality Agreement.

(c) The Bronco Group acknowledges that certain information received pursuant to Section 6.2(a) will be non-public or proprietary in nature and as such will be deemed to be

"***Confidential Information***" for purposes hereof. The Bronco Group shall hold in strict confidence any Confidential Information it receives and may not disclose any Confidential Information to any Person other than another Party, except for disclosures (i) to comply with any Laws (including applicable stock exchange or quotation system requirements), (ii) to the Bronco Group and its Affiliates, and its and their respective officers, directors, employees, agents, advisers or representatives, but only if the recipients of such information have agreed to be bound by confidentiality provisions that are no less stringent than those set forth in this Section 6.2(c), (iii) of information that the Bronco Group has received from a source independent of such Party and that the Bronco Group reasonably believes such source obtained without breach of any obligation of confidentiality, (iv) to existing and prospective lenders, existing and prospective investors, attorneys, accountants, consultants and other representatives of the Bronco Group with a need to know such information (including a need to know for the Bronco Group's own purposes), *provided, however*, that the Bronco Group shall be responsible for such representatives' use and disclosure of any such information, (v) of public information, or (vi) in connection with any proposed "transfer" (as defined in the Opco Partnership Agreement) of Bronco's "Units" (as defined in the Opco Partnership Agreement), to Persons to which such interest may be transferred as permitted by the Opco Partnership Agreement, but only if the recipients of such information have agreed in writing to be bound by confidentiality provisions that are no less stringent than those set forth in this Section 6.2(c).

6.3 *Certain Filings*.

(a) As promptly as practicable following the Execution Date (and in any event no later than 10 Business Days following the Execution Date), (a) the Parties shall, to the extent required, (i) make their required respective filings under the HSR Act with the Federal Trade Commission and the Antitrust Division of the U.S. Department of Justice, which filings will include a request for early termination of any applicable waiting period, (ii) after such filings are made, make any other required submissions under the HSR Act, (iii) use all reasonable efforts to cooperate with one another in making all such filings that are required or advisable and timely seeking all such consents, permits, authorizations, approvals or HSR Clearance and (iv) use all reasonable efforts to take, or cause to be taken, all other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective the transactions contemplated hereby, including taking all such further action as reasonably may be necessary to resolve such objections, if any, as the Federal Trade Commission, the Antitrust Division of the Department of Justice, state antitrust enforcement authorities or competition authorities of any other nation or other jurisdiction or any other Person may assert under relevant antitrust or competition laws with respect to the transactions contemplated hereby and (b) the Parties hereto shall make all required filings or applications necessary to obtain any consents required to be obtained from the FCC in connection with the transactions contemplated by this Agreement.

(b) Notwithstanding the foregoing or any other provision of this Agreement, in no event will any Party or any of their respective Affiliates be required to enter into or offer to enter into any divestiture, hold-separate, business limitation or similar agreement or undertaking in connection with this Agreement or the transactions contemplated by this Agreement that could reasonably be expected to result in a CNP Midstream Material Adverse Effect or an Enogex Material Adverse Effect, as applicable.

(c) The Parties agree that the net proceeds received or to be received by any Party from any sale, divestiture, conveyance or similar arrangement or transaction, in each case taken in order to satisfy any condition or otherwise obtain HSR Clearance, of any particular asset, business or part of an asset or business that is required under this Agreement to be contributed to Opco LP shall (i) if consummated prior to the Closing, be held for the benefit of Opco LP and contributed to Opco LP in connection with the Closing or (ii) if consummated after the Closing, be paid to, or retained by, as applicable, Opco LP.

(d) Subject to Section 6.3(b), CNP, OGE and the Bronco Group shall cooperate fully with respect to any filing, submission or communication with a Governmental Entity having jurisdiction over the transactions contemplated by this Agreement. Such cooperation shall, to the extent permitted by applicable Law, include each Party: (i) providing, in the case of oral communications with a Governmental Entity, advance notice to the other Parties of any such communication and an opportunity for the other Parties to participate to the extent practicable; (ii) providing, in the case of written communications, other than the HSR filing itself or other written communications containing confidential or competitively sensitive information concerning such Party or its Affiliates or the transactions contemplated by this Agreement, an opportunity for the other Parties to comment on any such communication and providing the other Parties with a final copy of all such communications subject to restrictions pursuant to relevant antitrust or competition Laws on the sharing of certain information; and (iii) complying promptly with any request for information from a Governmental Entity (including an additional request for information and documentary material).

6.4 *Reasonable Efforts; Further Assurances*. From and after the Execution Date, upon the terms and subject to the conditions hereof, each of the Parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, and to do or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable; *provided*, *however*, that the matters contemplated in Section 6.5 shall be governed by Section 6.5 and this Section 6.4 shall not apply thereto. Without limiting the foregoing but subject to the other terms of this Agreement, the Parties hereto agree that, from time to time, whether before, at or after the Closing Date, each of them will execute and deliver, or cause to be executed and delivered, such instruments of assignment, transfer, conveyance, endorsement, direction or authorization as may be necessary to consummate and make effective the transactions contemplated by this Agreement.

6.5 *Credit Facilities*.

(a) Each of CNP and OGE shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and consummate a revolving credit facility (the "***Revolving Credit Facility***") and a term loan facility (the "***Term Loan Facility***" and, together with the Revolving Credit Facility, the "***Credit Facilities***") for the benefit of Opco LP, in each case as described on Annex A. Each of the Parties agrees to cause Opco LP immediately prior to the Closing to use $1.05 billion of borrowings under the Term Loan Facility to repay intercompany debt to CERC (the "***Repayment***"). Each of the Parties hereto acknowledges and agrees that (i) neither CNP nor OGE is required to accept financing terms materially less favorable to Opco LP than those terms

described on Annex A or that discriminate between CNP and OGE, (ii) the arrangement and consummation of the Revolving Credit Facility shall not be a condition to Closing the transactions contemplated by this Agreement and (iii) the arrangement and consummation of the Term Loan Facility and the Repayment shall be a condition to Closing the transactions contemplated by this Agreement. The Bronco Group shall be included in any applicable working group list with respect to the Credit Facilities and will be given notice of, and an opportunity to participate in, all material discussions between CNP, OGE and/or any Affiliate of CNP or OGE and any lender, agent or other third party regarding the arrangement and consummation of, and other material matters related to, the Credit Facilities.

(b) Each of CNP and OGE shall use commercially reasonable efforts to cooperate, and shall use commercially reasonable efforts to cause its respective officers, employees and advisors, including legal and accounting personnel, to cooperate, with such other Party and its officers, employees and advisors, including legal and accounting personnel, and with prospective lenders, financial advisors, underwriters and initial purchasers as reasonably requested by such other Party in connection with the arrangement of the Credit Facilities, including (i) using commercially reasonable efforts to participate in meetings, presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies, (ii) using commercially reasonable efforts to assist with the preparation of materials for rating agency presentations, offering documents, private placement memoranda, bank information memoranda, prospectuses and similar documents required in connection with the Credit Facilities, (iii) executing and delivering any commitment letters, agreements to pay fees and expenses, customary certificates, legal opinions or documents as may be reasonably requested by the prospective lenders, initial purchasers or underwriters involved in the Credit Facilities, (iv) using commercially reasonable efforts to furnish prospective sources of the Credit Facilities, including initial purchasers or underwriters, as promptly as practicable with financial and other pertinent information regarding the CNP Midstream Entities or the Enogex Entities, as applicable, as may be reasonably requested by such prospective lenders, initial purchasers or underwriters, including quarterly and annual consolidated and consolidating financial statements of the CNP Midstream Entities or the Enogex Entities, as applicable, prepared in accordance with GAAP (except, in the case of quarterly financial statements, for the absence of footnotes and subject to normal year-end adjustments), and all other financial statements and financial data of the type reasonably required by such prospective lenders, initial purchasers or underwriters, (v) using commercially reasonable efforts to obtain accountants' comfort letters, consents, landlord, bailee or warehousemen waivers or letters, insurance endorsements, intercreditor agreements if applicable, legal opinions, surveys, title insurance and other third party agreements or deliverables as reasonably requested by any prospective lenders, initial purchasers or underwriters, (vi) taking all actions reasonably necessary to facilitate the due diligence conducted by prospective lenders, initial purchasers or underwriters and (vii) causing Opco LP to enter into one or more customary and reasonable credit or other agreements or indentures on terms not materially less favorable to Opco LP than those described on Annex A. Any information provided by CNP or OGE in connection with seeking the Credit Facilities shall be prepared in good faith and shall be free of any material misstatements or omissions.

(c) Notwithstanding anything to the contrary in this Agreement, (i) CNP shall be responsible for all structuring, underwriting, arrangement and upfront fees associated with obtaining the Term Loan Facility that are payable upon the closing of the Term Loan Facility and

(ii) Opco LP shall be responsible for (A) all ticking fees or commitment fees associated with obtaining commitments to the Term Loan Facility, (B) all upfront, arrangement and commitment fees associated with obtaining the Revolving Credit Facility and (C) all out-of-pocket expenses of the initial lenders and lead arrangers under the Credit Facilities incurred in connection with the Credit Facilities (provided that, if the Closing does not occur and the Credit Facilities are not obtained, each of CNP and Enogex LLC shall be responsible, severally and not jointly, for 50% of all of the fees and expenses referred to in this clause (ii)). Except as set forth in the immediately preceding sentence, none of CNP, OGE or the Bronco Group or any of their Affiliates (other than Opco LP and its Subsidiaries) will be obligated to pay or reimburse Opco LP for any fees or expenses with respect to the Credit Facilities.

6.6 *Conversions, Mergers and Reorganizations*. Prior to Closing, CNP may cause any or all of the CNP Midstream Entities treated as corporations for federal income tax purposes to be merged or converted into Delaware limited liability companies, treated as disregarded entities for federal income tax purposes.

6.7 *Additional Debt Matters*.

(a) *Enogex Holdings Debt Matters.*

(i) Prior to Closing, OGE (or its designated Affiliates) will cause the outstanding borrowings under the Enogex Short Term Facilities to consist of the following (the "***Pre-Closing Enogex Short Term Fundings***"):

(A) $24.5 million; plus

(B) to the extent exceeding the aggregate amount of cash flows from operations (excluding interest payments and net increases in working capital) and cash flows from asset dispositions of Enogex LLC and its Subsidiaries during the Test Period, the following amounts:

(I) any funding to meet any net increases in working capital incurred during the Test Period by Enogex LLC, its Subsidiaries or with respect to their interest in Atoka Midstream LLC;

(II) any capital expenditures incurred during the Test Period at Enogex LLC, its Subsidiaries or with respect to their interest in Atoka Midstream LLC; and

(III) interest accrued and paid during the Test Period under the Enogex Term Loan, the Enogex Senior Notes and, to the extent they are due to Pre-Closing Enogex Short Term Fundings, the Enogex Short Term Facilities;

provided, however, that the Pre-Closing Enogex Short Term Fundings shall not include any dividends or distributions to the members of Enogex LLC (although the Parties acknowledge that certain required distributions will be made by Enogex Holdings in accordance with Section 6.1(b)(iv) of the OGE/Bronco Group Disclosure Schedule), repayments of intercompany

notes by Enogex LLC or interest payments required on the Enogex Short Term Facilities that are not due to Pre-Closing Enogex Short Term Fundings, including interest accrued for any period prior to January 1, 2013.

(ii) At or prior to the Closing, the Bronco Group shall pay down $107,000,000 of debt under the Enogex Short Term Facilities, and OGE (or its designated Affiliates) shall pay down any other amounts other than the Pre-Closing Enogex Short Term Fundings.

(iii) No less than 15 days prior to the Closing Date, OGE will deliver to CNP and the Bronco Group a schedule providing its estimate of the balance that will be outstanding under the Enogex Short Term Facilities as of Closing itemizing the Pre-Closing Enogex Short Term Fundings and the amount of borrowings under the Enogex Short Term Facilities proposed to be paid by OGE and the Bronco Group prior to Closing, together with reasonable supporting documentation for any amounts on such schedule. No less than five days prior to the Closing Date, OGE will deliver to CNP and the Bronco Group a schedule updating its prior estimate of the balance that will be outstanding under the Enogex Short Term Facilities as of Closing itemizing the Pre-Closing Enogex Short Term Fundings and the amount of borrowings under the Enogex Short Term Facilities proposed to be paid by OGE and the Bronco Group prior to Closing to the extent such amount has changed, together with reasonable supporting documentation for any amounts on such schedule. On the Business Day immediately prior to the Closing Date, OGE will deliver to CNP and the Bronco Group a schedule with the final balance that will be outstanding under the Enogex Short Term Facilities as of Closing itemizing the Pre-Closing Enogex Short Term Fundings and the amount of borrowings under the Enogex Short Term Facilities proposed to be paid by OGE and the Bronco Group prior to Closing to the extent such amount has changed (the amount that will be outstanding under the Enogex Short Term Facilities as of Closing minus the amount proposed to be paid by OGE and the Bronco Group prior to Closing is referred to as the "***Enogex Short Term Funding Amount***"), together with reasonable supporting documentation for any amounts on such schedule. If the Revolving Credit Facility has been consummated at Closing, each of the Parties agrees to cause Opco LP to pay the Enogex Short Term Funding Amount in connection with the Closing using borrowings under the Revolving Credit Facility. If the Revolving Credit Facility has not been consummated at Closing, each of the Parties agrees that the OGE Internal Cash Management Facility balance of the Enogex Short Term Facilities shall be transferred to the Enogex Revolving Credit Facility at Closing, and, upon consummation of the Revolving Credit Facility, each of the Parties agrees to cause Opco LP to pay and retire the Enogex Revolving Credit Facility in full.

(b) *CERC Debt Matters*. No less than 15 days prior to the Closing Date, CNP (or its designated Affiliates) will deliver to OGE and the Bronco Group a schedule of the following (the "***Pre-Closing CNP Midstream Debt Fundings***") and reasonable supporting documents for any amounts on such schedule:

(i) to the extent exceeding the aggregate amount of CNP's share of cash flows from operations (excluding interest payments and net increases in working capital) and cash flows from asset dispositions of the CNP Midstream Entities during the Test Period, CNP's share of the following amounts:

(A) any funding to meet any net increases in working capital incurred during the Test Period by the CNP Midstream Entities;

(B) any capital expenditures incurred during the Test Period at the CNP Midstream Entities; and

(C) interest accrued and paid during the Test Period under the Intercompany Notes and interest that would have accrued during the Test Period under the Deemed Term Loan had it been outstanding;

provided, however, that the Pre-Closing CNP Midstream Debt Fundings shall not include any interest payments required on any indebtedness that is not Pre-Closing CNP Midstream Debt Fundings.

(ii) No less than five days prior to the Closing Date, CNP will deliver to OGE and the Bronco Group a schedule updating its prior estimate of the Pre-Closing CNP Midstream Debt Fundings to the extent such amount has changed, together with reasonable supporting documentation for any amounts on such schedule. On the Business Day immediately prior to the Closing Date, CNP will deliver to OGE and the Bronco Group a schedule with the final amount of the Pre-Closing CNP Midstream Debt Fundings (the "***CNP Midstream Debt Funding Amount***"). If the Revolving Credit Facility has been consummated at Closing, each of the Parties agrees to cause Opco LP to pay CERC the CNP Midstream Debt Funding Amount immediately after the Closing using borrowings under the Revolving Credit Facility. If the Revolving Credit Facility has not been consummated at Closing, each of the Parties agrees to cause Opco LP (A) to enter into a promissory note to CERC in the form attached as Annex C in the amount of the CNP Midstream Debt Funding Amount and (B) to pay the note in full upon the consummation of the Revolving Credit Facility.

(c) *CenterPoint Midstream Entity Debt Matters*. Prior to Closing, CNP will cause CEFS to (i) amend and restate in substantially the form of the CERC Intercompany Notes the following intercompany promissory notes: (A) the Promissory Note by CEFS payable to CenterPoint Energy Resources Finance, Inc., dated July 31, 2012, (B) the Amended and Restated Promissory Note by CEFS payable to CenterPoint Energy Service Company, LLC, dated June 25, 2012, and (C) the Promissory Note by CenterPoint Energy Gas Processing, Inc. payable to CenterPoint Energy Resources Finance, Inc., dated July 31, 2012 (collectively, the "***Intercompany Notes***") and (ii) assume the note referenced in clause (C) above. Such Intercompany Notes shall be in a principal outstanding amount of no more than $362,720,000 in the aggregate.

(d) *Debt of CNP Midstream Entities, Enogex LLC and their Subsidiaries Immediately after the Closing*. The Parties acknowledge that, immediately after the Closing, Enogex LLC and the CNP Midstream Entities will be obligated to the following outstanding indebtedness:

(i) Enogex LLC:

(A) If the Revolving Credit Facility has been consummated, (1) the Enogex Term Loan with an outstanding principal balance of $250 million and (2) the Enogex Senior Notes in the aggregate principal amount of $450 million; and

(B) If the Revolving Credit Facility has not been consummated, (1) the Enogex Term Loan with an outstanding principal balance of $250 million, (2) the Enogex Senior Notes in the aggregate principal amount of $450 million and (3) the Enogex Revolving Credit Facility.

(ii) CNP Midstream Entities. The Intercompany Notes and the Term Loan Facility, and if the Revolving Credit Facility has not been consummated, the promissory note to CERC in the form attached as Annex C.

6.8 *SESH Interest Contribution*. Prior to the Closing, CNP shall use its reasonable best efforts to obtain (a) a consent from Spectra Energy Southeast Supply Header, LLC ("***Spectra***") under the Limited Liability Company Agreement of Southeast Supply Header Pipeline, LLC, dated June 26, 2006, as amended and restated to date (the "***SESH LLC Agreement***") to permit SEPH to transfer to Opco LP a 49.9% interest in SESH immediately prior to the Closing in accordance with the CERC Contribution Agreement (the "***Spectra Consent***") and (b) a waiver from Spectra of any applicable preferential purchase rights of Spectra that may arise after the Closing Date; *provided*, *however*, that the Parties agree that CNP's indirect interest in SESH will be contributed to Opco LP as more particularly set forth on Annex B.

6.9 *Tax Elections*.

(a) On or before the Closing Date, OGE shall cause OGEH to make an election described in Treasury Regulations Section 301.7701-3 to be classified as an association for federal income tax purposes effective as of the beginning of (or before) the Closing Date.

(b) OGE and the Bronco Group shall cause Enogex Holdings (i) to make an election described in Section 754 of the Code effective for the taxable period of Enogex Holdings that includes the Closing Date and (ii) elect to use the remedial method under Treasury Regulations Section 1.704-3(d) as to all of Enogex Holdings' assets that are subject to Section 704(c) of the Code or reverse Section 704(c) allocations within the meaning of Treasury Regulations Section 1.704-3(a)(6).

6.10 *Tax Sharing Agreement*. On or before the Closing Date, (a) CNP, OGE, and Opco LP shall enter into a customary tax sharing agreement, substantially in the form attached hereto as Exhibit M ("***Opco LP Tax Sharing Agreement***"), allocating responsibility for state income and franchise taxes attributable to the operations of Opco LP and its subsidiaries and (b) CNP, OGE, and New GP LLC shall enter into a customary tax sharing agreement, substantially in the form attached hereto as Exhibit N ("***New GP Tax Sharing Agreement***"), allocating responsibility for state income and franchise taxes attributable to the operations of New GP LLC and its subsidiaries.

6.11 *Opco LP Name*. Prior to Closing, CEFS will cause Articles of Amendment to be filed with the Secretary of State of the State of Delaware to change the legal name of CEFS to a name mutually agreed by CNP and OGE; provided, that the Bronco Group shall be given notice of, and an opportunity to participate in, all material discussions between CNP and OGE regarding the new name of CEFS.

6.12 *No Public Announcement*. On the Execution Date, the Parties hereto shall issue a joint press release with respect to the execution of this Agreement, which press release shall be in the form heretofore agreed by the Parties. The Parties shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as such Party may reasonably conclude may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system. The Parties agree that all formal employee communication programs or announcements with respect to the transactions contemplated by this Agreement shall be in forms mutually agreed to by CNP and OGE (such agreement not to be unreasonably withheld, conditioned or delayed); *provided, however*, that no further mutual agreement shall be required with respect to any such programs or announcements that are consistent with prior programs or announcements made in compliance with this Section 6.12.

6.13 *Brokerage Arrangements*. Except as expressly contemplated by this Agreement, no Party shall enter into any brokerage agreement or other arrangement, whether orally or in writing, regarding any debt or equity financing of Opco LP, including any public offering of any of the securities of Opco LP or any of its Subsidiaries, without the express written consent of CNP and OGE.

6.14 *Expenses*. Except as otherwise provided in this Agreement, regardless of whether the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement shall be paid by the Party hereto incurring such expenses; *provided, however*, that each of CNP and OGE shall pay 50% of the fees and expenses of NERA Economic Consulting, the economic consultant engaged by CNP with respect to the transactions contemplated by this Agreement.

6.15 *Control of Other Parties' Businesses*. Nothing contained in this Agreement will give CNP, directly or indirectly, the right to control or direct the operations of OGE, the Bronco Group or any of the Enogex Entities prior to the Closing Date. Nothing contained in this Agreement will give OGE or the Bronco Group, directly or indirectly, the right to control or direct the operations of CNP or any of the CNP Midstream Entities prior to the Closing Date. Prior to the Closing Date, each of CNP, OGE and the Bronco Group will exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations and the operations of its respective Subsidiaries. Nothing in this Agreement, including any of the actions, rights or restrictions set forth herein, will be interpreted in such a way as to place CNP, OGE or the Bronco Group in violation of any rule, regulation or policy of any Governmental Entity or applicable Law.

6.16 *Credit Rating*. Each Party will use commercially reasonable efforts to implement the transactions contemplated by this Agreement in order to best position Opco LP to keep the capital structure and ratios in line with comparable investment grade companies; *provided, however*, that nothing herein shall obligate a Party to provide credit support to Opco LP, whether in the form of a guarantee of indebtedness, capital commitment or other similar arrangement.

6.17 *Insurance*. Each of CNP and OGE shall use commercially reasonable efforts to agree upon a program of insurance for Opco LP and its Subsidiaries and to take or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to cause Opco LP or its Subsidiaries to obtain such program of insurance, effective as of the Closing.

6.18 *Consent to Transactions*. Each Party to this Agreement hereby consents to and approves of the transactions contemplated by this Agreement, including entry into the Transaction Documents and other agreements and arrangements contemplated hereby and consummation of the transactions contemplated thereby.

6.19 *Selection of Chief Executive Officer*. Prior to the Closing, CNP and OGE shall use commercially reasonable efforts to mutually select the individual to be appointed by the Board of Directors as the initial Chief Executive Officer of New GP LLC; *provided*, *however*, that the Bronco Group Representative shall be entitled to participate in the hiring process for the initial Chief Executive Officer of New GP.

ARTICLE VII
CONDITIONS TO CLOSING

7.1 *Conditions to Each Party's Obligations*. The obligation of the Parties hereto to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, as to a Party by such Party:

(a) *Approvals*. The applicable waiting periods under the HSR Act shall have expired or been terminated (including any extended waiting period arising as a result of a request for additional information), and the Parties shall have received all consents required to be obtained from the FCC in connection with the transactions contemplated by this Agreement. The Parties hereto shall have received all third party and governmental consents and approvals set forth on Schedule 7.1(a).

(b) *No Governmental Restraint*. No order, decree or injunction of any Governmental Entity shall be in effect, and no Law or Environmental Law shall have been enacted or adopted, that enjoins, prohibits or makes illegal the consummation of any of the transactions contemplated by this Agreement, and no action, proceeding or investigation by any Governmental Entity with respect to the transactions contemplated by this Agreement shall be pending that seeks to restrain, enjoin, prohibit or delay consummation of the transactions contemplated by this Agreement or to impose any material restrictions or requirements thereon or on CNP, OGE or the Bronco Group with respect thereto.

7.2 *Conditions to CNP's Obligations*. The obligation of CNP to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, by CNP (in its sole discretion):

(a) *Representations and Warranties of OGE; Performance*. (i) The representations and warranties of OGE set forth in Article IV (other than those set forth in Section 4.3 and Section 4.17(b) and subject to the limitations set forth in Section 4.26(a)) shall be true and

correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date), except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have an Enogex Material Adverse Effect, (ii) the representations and warranties of OGE set forth in Section 4.3 shall be true and correct in all respects as of the Execution Date and as of the Closing, as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the representations and warranties of OGE set forth in Section 4.17(b) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof; (iv) OGE shall have performed (or caused to have been performed) all covenants required of OGE, OGEH or any Enogex Entity by this Agreement as of the Closing and (v) a senior executive officer of OGE shall have furnished to CNP at the Closing a certificate to such effect.

(b) *Representations and Warranties of the Bronco Group; Performance*. (i) The representations and warranties of the Bronco Group set forth in Article V (other than those set forth in Section 5.3 and subject to the limitations set forth in Section 5.6(a)) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date), except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have an Enogex Material Adverse Effect, (ii) the representations and warranties of the Bronco Group set forth in Section 5.3 shall be true and correct in all respects as of the Execution Date and as of the Closing, as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the Bronco Group shall have performed (or caused to have been performed) all covenants required of it by this Agreement as of the Closing and (iv) the Bronco Group Representative shall have furnished to CNP at the Closing a certificate to such effect.

(c) *EH II LLC Agreement.* OGEH and Enogex Holdings shall have entered into the EH II LLC Agreement.

(d) *EH Contribution Agreement*. OGEH, Enogex Holdings and EH II shall have entered into the EH Contribution Agreement, and the transactions contemplated thereby shall have been consummated.

(e) *Limited Liability Company Agreement of New GP LLC*. OGEH shall have delivered to CNP an executed counterpart of the GP LLC Agreement.

(f) *Partnership Agreement of Opco LP*. OGEH and Enogex Holdings shall each have delivered to CNP an executed counterpart of the Opco Partnership Agreement.

(g) *Registration Rights Agreement*. OGEH, Enogex Holdings and Opco LP shall each have delivered to CNP an executed counterpart of the Registration Rights Agreement.

(h) *Omnibus Agreement*. OGE, Enogex Holdings and Opco LP shall each have delivered to CNP an executed counterpart of the Omnibus Agreement.

(i) *FIRPTA Certificate*. CERC shall have received certificates of OGEH and the Bronco Group meeting the requirements of Treasury Regulations Section 1.1445-2(b)(2)(iv) and acceptable to CERC that neither OGEH nor the Bronco Group is a "foreign person" within the meaning of Section 1445 of the Code.

(j) *OGE Services Agreement*. OGE shall have delivered to CNP an executed counterpart of the OGE Services Agreement.

(k) *Consents*. The consents described in Section 7.2(k) of the CNP Disclosure Schedule shall have been received.

(l) *OGE Transitional Seconding Agreement*. OGE shall have delivered to CNP an executed counterpart of the OGE Transitional Seconding Agreement.

(m) *Employee Transition Agreement*. OGE shall have delivered to CNP an executed counterpart of the Employee Transition Agreement.

(n) *Terminations*. The agreements set forth in Section 7.2(n) of the OGE/Bronco Group Disclosure Schedule shall have been terminated.

(o) *Term Loan Facility; Repayment*. Each of Opco LP, the applicable subsidiaries of Opco LP required pursuant thereto and the respective lenders party thereto shall have executed and delivered the Term Loan Facility and the Repayment shall have occurred immediately prior to the Closing.

(p) *Assignment*. OGEH and Enogex Holdings shall have delivered to Opco LP and New GP LLC, as applicable, an executed counterpart of the Assignment.

(q) *Opco Tax Sharing Agreement*. OGE shall have delivered to CNP an executed counterpart of the Opco LP Tax Sharing Agreement.

(r) *GP Tax Sharing Agreement*. OGE shall have delivered to CNP an executed counterpart of the New GP LLC Tax Sharing Agreement.

7.3 *Conditions to OGE's Obligations*. The obligation of OGE to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, by OGE (in its sole discretion):

(a) *Representations and Warranties of CNP; Performance*. (i) The representations and warranties of CNP set forth in Article III (other than those set forth in Section 3.3 and Section 3.17(b)) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date), except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that

would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have a CNP Midstream Material Adverse Effect, (ii) the representations and warranties of CNP set forth in Section 3.3 shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the representations and warranties of CNP set forth in Section 3.17(b) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof; (iv) CNP shall have performed (or caused to have been performed) all covenants required of CNP, CERC or any CNP Midstream Entity by this Agreement as of the Closing and (v) a senior executive officer of CNP shall have furnished OGE at the Closing a certificate to such effect; *provided*, *however*, that any failure of the representations and warranties in Section 3.4(b) to be true and correct caused by information or an omission related to CERC's businesses other than the CNP Midstream Entities shall be excluded from this condition.

(b) *Representations and Warranties of the Bronco Group; Performance*. (i) The representations and warranties of the Bronco Group set forth in Article V (other than those set forth in Section 5.3 and subject to the limitations set forth in Section 5.6(a)) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date), except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have an Enogex Material Adverse Effect, (ii) the representations and warranties of the Bronco Group set forth in Section 5.3 shall be true and correct in all respects as of the Execution Date and as of the Closing, as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the Bronco Group shall have performed (or caused to have been performed) all covenants required of it by this Agreement as of the Closing and (iv) the Bronco Group Representative shall have furnished to OGE at the Closing a certificate to such effect.

(c) *CERC Contribution Agreement*. CERC and the CNP Midstream Entities shall have entered into the CERC Contribution Agreement, and the transactions contemplated thereby shall have been consummated.

(d) *Formation of New GP LLC*. The Certificate of Formation of New GP LLC shall have been filed with the Secretary of State of the State of Delaware in accordance with the Limited Liability Company Act of the State of Delaware.

(e) *Conversion of CEFS*. CEFS shall have been converted into a Delaware limited partnership with New GP LLC as its general partner, and the Certificate of Limited Partnership of the Opco LP shall have been filed with the Secretary of State of the State of Delaware in accordance with DRULPA.

(f) *EH II LLC Agreement*. Enogex Holdings shall have delivered to OGE an executed counterpart of the EH II LLC Agreement.

(g) *Limited Liability Company Agreement of New GP LLC*. CERC shall have delivered to OGE an executed counterpart of the GP LLC Agreement.

(h) *Partnership Agreement of Opco LP*. CERC and Enogex Holdings shall each have delivered to OGE an executed counterpart of the Opco Partnership Agreement.

(i) *Registration Rights Agreement*. CERC, Enogex Holdings and Opco LP shall each have delivered to OGE an executed counterpart of the Registration Rights Agreement.

(j) *Omnibus Agreement*. CNP, Enogex Holdings and Opco LP shall each have delivered to OGE an executed counterpart of the Omnibus Agreement.

(k) *FIRPTA Certificate*. OGE shall have received certificates of CERC and the Bronco Group meeting the requirements of Treasury Regulations Section 1.1445-2(b)(2)(iv) and acceptable to OGE that neither CERC nor the Bronco Group is a "foreign person" within the meaning of Section 1445 of the Code.

(l) *Resignation of Manager*. The manager of CEFS shall tender to CEFS and Opco LP its resignation as such directors effective as of the Closing.

(m) *CNP Services Agreement*. CNP shall have delivered to OGE an executed counterpart of the CNP Services Agreement.

(n) *Consents*. The consents described in Section 7.2(k) of the CNP Disclosure Schedule shall have been received.

(o) *CNP Transitional Seconding Agreement*. CNP shall have delivered to OGE an executed counterpart of the CNP Transitional Seconding Agreement.

(p) *Employee Transition Agreement*. CNP shall have delivered to OGE an executed counterpart of the Employee Transition Agreement.

(q) *Terminations*. The agreements set forth in Section 7.3(q) of the CNP Disclosure Schedule shall have been terminated.

(r) *Term Loan Facility; Repayment*. Each of Opco LP, the applicable subsidiaries of Opco LP required pursuant thereto and the respective lenders party thereto shall have executed and delivered the Term Loan Facility and the Repayment shall have occurred immediately prior to the Closing.

(s) *Assignment*. Enogex Holdings shall have delivered to Opco LP and New GP LLC, as applicable, an executed counterpart of the Assignment.

(t) *Opco Tax Sharing Agreement*. CNP shall have delivered to OGE an executed counterpart of the Opco LP Tax Sharing Agreement.

(u) *GP Tax Sharing Agreement*. CNP shall have delivered to OGE an executed counterpart of the New GP LLC Tax Sharing Agreement.

7.4 *Conditions to the Bronco Group's Obligations*. The obligation of the Bronco Group to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in writing, in whole or in part, by the Bronco Group (in its sole discretion):

(a) *Representations and Warranties of CNP; Performance*. (i) The representations and warranties of CNP set forth in Article III (other than those set forth in Section 3.3 and Section 3.17(b)) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have a CNP Midstream Material Adverse Effect, (ii) the representations and warranties of CNP set forth in Section 3.3 shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the representations and warranties of CNP set forth in Section 3.17(b) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof; (iv) CNP shall have performed (or caused to have been performed) all covenants required of CNP, CERC or any CNP Midstream Entity by this Agreement as of the Closing and (v) a senior executive officer of CNP shall have furnished to the Bronco Group at the Closing a certificate to such effect; *provided*, *however*, that any failure of the representations and warranties in Section 3.4(b) to be true and correct caused by information or an omission related to CERC's businesses other than the CNP Midstream Entities shall be excluded from this condition.

(b) *Representations and Warranties of OGE; Performance*. (i) The representations and warranties of OGE set forth in Article IV (other than those set forth in Section 4.3 and Section 4.17(b) and subject to the limitations set forth in Section 4.26(a)) shall be true and correct in all respects as of the Execution Date and as of the Closing as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date), except for such failures to be true and correct (ignoring and disregarding all Materiality Requirements set forth therein) that would not, individually or when aggregated with other such inaccuracies of representations or warranties, reasonably be expected to have an Enogex Material Adverse Effect, (ii) the representations and warranties of OGE set forth in Section 4.3 shall be true and correct in all respects as of the Execution Date and as of the Closing, as if remade on the date thereof (except for representations and warranties made as of a specific date, which shall be true and correct as of such specific date) except for *de minimis* inaccuracies, (iii) the representations and warranties of OGE set forth in Section 4.17(b) shall be true and correct in all respects as of the Execution Date and as of the Closing, as if remade on the date thereof; (iv) OGE shall have performed (or caused to have been performed) all covenants required of OGE, OGEH or any Enogex Entity by this Agreement as of the Closing and (v) a senior executive officer of OGE shall have furnished to the Bronco Group at the Closing a certificate to such effect.

(c) *CERC Contribution Agreement*. CERC and CNP Midstream Entities shall have entered into the CERC Contribution Agreement, and the transactions contemplated thereby shall have been consummated.

(d) *Formation of New GP LLC*. The Certificate of Formation of New GP LLC shall have been filed with the Secretary of State of the State of Delaware in accordance with the Limited Liability Company Act of the State of Delaware.

(e) *Conversion of CEFS*. CEFS shall have been converted into a Delaware limited partnership with New GP LLC as its general partner, and the Certificate of Limited Partnership of the Opco LP shall have been filed with the Secretary of State of the State of Delaware in accordance with DRULPA.

(f) *EH II LLC Agreement*. OGEH shall have delivered to the Bronco Group an executed counterpart of the EH II LLC Agreement.

(g) *EH Contribution Agreement*. OGEH, Enogex Holdings and EH II shall each have delivered to the Bronco Group an executed counterpart of the EH Contribution Agreement, and the transactions contemplated thereby shall have been consummated.

(h) *Partnership Agreement of Opco LP*. CERC and OGEH shall each have delivered to the Bronco Group an executed counterpart of the Opco Partnership Agreement.

(i) *Registration Rights Agreement*. CERC, OGEH and Opco LP shall each have delivered to the Bronco Group an executed counterpart of the Registration Rights Agreement.

(j) *Omnibus Agreement*. CNP, OGE and Opco LP shall each have delivered to the Bronco Group an executed counterpart of the Omnibus Agreement.

(k) *FIRPTA Certificate*. The Bronco Group shall have received certificates of CERC and OGEH meeting the requirements of Treasury Regulations Section 1.1445-2(b)(2)(iv) and acceptable to the Bronco Group that neither CERC nor OGEH is a “foreign person” within the meaning of Section 1445 of the Code.

(l) *CNP Services Agreement*. The CNP Services Agreement shall have been executed and delivered by all parties thereto.

(m) *OGE Services Agreement.* The OGE Services Agreement shall have been executed and delivered by all parties thereto.

(n) *Consents*. The consents described in Section 7.2(k) of the CNP Disclosure Schedule shall have been received.

(o) *CNP Transitional Seconding Agreement*. The CNP Transitional Seconding Agreement shall have been executed and delivered by all parties thereto.

(p) *OGE Transitional Seconding Agreement*. The OGE Transitional Seconding Agreement shall have been executed and delivered by all parties thereto.

(q) *Employee Transition Agreement*. The Employee Transition Agreement shall have been executed and delivered by all parties thereto.

(r) *Terminations*. The agreements set forth in Section 7.2(n) of the OGE/Bronco Group Disclosure Schedule and the agreements set forth in Section 7.3(q) of the CNP Disclosure Schedule shall have been terminated.

(s) *Term Loan Facility; Repayment*. Each of Opco LP, the applicable subsidiaries of Opco LP required pursuant thereto and the respective lenders party thereto shall have executed and delivered the Term Loan Facility and the Repayment shall have occurred immediately prior to the Closing.

(t) *Assignment*. OGEH shall have delivered to Opco LP and New GP LLC, as applicable, an executed counterpart of the Assignment.

ARTICLE VIII
TAX MATTERS

8.1 *CNP Midstream Entity Taxes*. CNP shall be responsible for (and entitled to retain any refunds with respect to) all CNP Indemnified Taxes, and Opco LP shall be responsible for (and entitled to retain any refunds with respect to) all other Taxes of the CNP Midstream Entities. Regardless of which Party is responsible, CNP shall file, or cause the appropriate CNP Midstream Entity to file (as applicable), the Tax Return and pay, or cause the appropriate CNP Midstream Entity to pay (as applicable), all Taxes with respect to the CNP Midstream Entities that are required to be paid prior to the Closing. CNP shall promptly deliver to Opco LP copies of all Tax Returns filed by CNP with respect to the CNP Midstream Entities and any supporting documentation, excluding Tax Returns, or portions of the Tax Returns, related to income, franchise or similar Taxes that are unrelated to the CNP Midstream Entities. CNP and the CNP Midstream Entities shall not make any election or otherwise take any action with respect to Taxes attributable to the CNP Midstream Entities that is inconsistent with the conventions, elections or other Tax attributes of the CNP Midstream Entities (or their assets).

8.2 *Enogex Entity Taxes*. OGE and the Bronco Group shall be responsible for (and entitled to retain any refunds with respect to), in each case pro rata in proportion to the membership interests in Enogex Holdings held by OGEH and the Bronco Group immediately prior to the consummation of the transactions contemplated by the EH Contribution Agreement, and only to the extent of such proportional interest, all OGE/Bronco Group Indemnified Taxes, and Opco LP shall be responsible for (and entitled to retain any refunds with respect to) all other Taxes of the Enogex Entities. Regardless of which Party is responsible, OGE and the Bronco Group shall file, or cause the appropriate Enogex Entity to file (as applicable), the Tax Returns and pay, or cause the appropriate Enogex Entity to pay (as applicable), all Taxes with respect to the Enogex Entities that are required to be paid prior to the Closing. OGE and the Bronco Group shall promptly deliver to Opco LP copies of all Tax Returns filed by OGE with respect to the Enogex Entities and any supporting documentation, excluding Tax Returns, or portions of the Tax Returns, related to income, franchise or similar Taxes that are unrelated to the Enogex Entities. OGE, the Bronco Group and the Enogex Entities shall not make any election or otherwise take any action with respect to Taxes attributable to the Enogex Entities that is inconsistent with the conventions, elections or other Tax attributes of the Enogex Entities (or their assets).

8.3 *Treasury Regulation Section 1.707-4(d) Expenditure Reimbursement*. For federal income tax purposes, any amounts treated as a distribution or transfer of money or other consideration under Treasury Regulation Section 1.707-3(a) to CERC pursuant to the terms of this Agreement, shall be made by Opco LP to reimburse CERC for expenditures described in Treasury Regulations Section 1.707-4(d) to the extent such consideration does not exceed the amount of expenditures described in Treasury Regulations Section 1.707-4(d), and the Parties shall and shall cause Opco LP to report any such consideration consistently therewith.

ARTICLE IX
TERMINATION

9.1 *Termination of Agreement*. Anything herein to the contrary notwithstanding, this Agreement and the transactions contemplated hereby may be terminated at any time before the Closing as follows:

(a) By the mutual written agreement of CNP, OGE and the Bronco Group;

(b) By any of CNP, OGE or the Bronco Group, upon written notice to the other Parties, if any Governmental Entity of competent jurisdiction shall have issued a final and nonappealable order permanently enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, except that no Party may terminate this Agreement pursuant to this Section 9.1(b) if its breach of its obligations under this Agreement proximately contributed to the occurrence of such order;

(c) By CNP, upon written notice to the other Parties, if there shall have been a breach of any of the covenants or agreements or any inaccuracy of any of the representations or warranties set forth in this Agreement on the part of OGE or the Bronco Group, which breach or inaccuracy, either individually or in the aggregate, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.2(a) or Section 7.2(b), unless such failure is reasonably capable of being cured, and OGE or the Bronco Group, as applicable, is using, or continuing to use, all reasonable efforts to cure such failure by the End Date;

(d) By OGE, upon written notice to the other Parties, if there shall have been a breach of any of the covenants or agreements or any inaccuracy of any of the representations or warranties set forth in this Agreement on the part of CNP or the Bronco Group, which breach or inaccuracy, either individually or in the aggregate, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.3(a) or 7.3(b), unless such failure is reasonably capable of being cured, and CNP or the Bronco Group, as applicable, is using, or continuing to use, all reasonable efforts to cure such failure by the End Date; or

(e) By the Bronco Group, upon written notice to the other Parties, if there shall have been a breach of any of the covenants or agreements or any inaccuracy of any of the representations or warranties set forth in this Agreement on the part of CNP or OGE, which breach or inaccuracy, either individually or in the aggregate, would result in, if occurring or continuing on the Closing Date, the failure of the conditions set forth in Section 7.4(a) or 7.4(b), unless such failure is reasonably capable of being cured, and CNP or OGE, as applicable, is using, or continuing to use, all reasonable efforts to cure such failure by the End Date; or

(f) By any of CNP, OGE or the Bronco Group, upon written notice to the other Parties, if the transactions contemplated by this Agreement shall not have been consummated on or prior to December 31, 2013 (the "***End Date***"); *provided, however*, that if at the End Date the only condition not satisfied or waived is the condition set forth in Section 7.1(a), the End Date shall automatically be extended for two months; *provided further*, that (i) CNP may not terminate this Agreement pursuant to this Section 9.1(f) if such failure of consummation is due to the failure of CNP or the CNP Midstream Entities to perform or observe in all material respects the covenants and agreements hereof to be performed or observed by it, (ii) OGE may not terminate this Agreement pursuant to this Section 9.1(f) if such failure of consummation is due to the failure of OGE or any of the Enogex Entities to perform or observe in all material respects the covenants and agreements hereof to be performed or observed by it and (iii) the Bronco Group may not terminate this Agreement pursuant to this Section 9.1(f) if such failure of consummation is due to the failure of the Bronco Group or, following the consummation of the transactions contemplated by the EH Contribution Agreement, Enogex Holdings, to perform or observe in all material respects the covenants and agreements hereof to be performed or observed by it.

9.2 *Effect of Certain Terminations*. In the event of termination of this Agreement pursuant to this Article IX, all rights and obligations of the Parties hereto under this Agreement shall terminate, except the provisions of Section 6.2(b) and 6.2(c), Section 6.5(c), Section 6.13, Section 6.14, Article IX and Article X shall survive such termination; *provided, however*, that nothing herein shall relieve any Party hereto from any liability for any intentional or willful and material breach by such Party of any of its representations, warranties, covenants or agreements set forth in this Agreement and all rights and remedies of a non-breaching Party under this Agreement in the case of such intentional or willful and material breach, at law or in equity, shall be preserved. Except to the extent otherwise provided in the immediately preceding sentence, CNP, OGE and the Bronco Group agree that, if this Agreement has been terminated, any amount payable pursuant to this Section 9.2 shall be the sole and exclusive remedy of the Parties hereto.

9.3 *Survival*. Except for Section 6.2(b) and 6.2(c), Section 6.5, Section 6.7(a)(iii), Section 6.7(b)(ii), Section 6.8, Section 6.9(b), Section 6.13, Section 6.14, Section 6.15, Section 6.18, Article VIII, this Section 9.3, Article X and each representation, warranty or covenant subject to an indemnity obligation in the Omnibus Agreement, none of the representations, warranties, agreements, covenants or obligations in this Agreement or in any certificate delivered pursuant to this Agreement shall survive the Closing.

9.4 *Enforcement of this Agreement*. The Parties hereto acknowledge and agree that an award of money damages would be inadequate for any breach of this Agreement by any Party and any such breach would cause the non-breaching parties irreparable harm. Accordingly, the Parties hereto agree that prior to the termination of this Agreement, in the event of any breach or threatened breach of this Agreement by one of the Parties, the Parties to the fullest extent permitted by Law, will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, provided such Party is not in material default hereunder. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at law or equity to each of the Parties.

ARTICLE X
MISCELLANEOUS

10.1 *Notices*. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another Party (each, a "***Notice***") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows, provided that copies to be delivered below shall not be required for effective notice and shall not constitute notice:

If to CNP, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax 713.207.9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: J. David Kirkland
Gerald M. Spedale
Fax: 713.229.1522

If to OGE, addressed to:

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: 405.553.3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Telecopy: (832) 239-3600

If to the Bronco Group, addressed to:

Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117
Attention: Christine M. Miller
Telecopy: (617) 867-4698

with a copy to:

McDermott Will & Emery LLP
1000 Louisiana Street, Suite 3900
Houston, Texas 77002
Attention: Blake H. Winburne
Telecopy: (713) 583-0889

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

10.2 *Governing Law; Jurisdiction; Waiver of Jury Trial*. To the maximum extent permitted by applicable Law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without regard to principles of conflict of Laws that would require an application of another state's laws. Each of the Parties hereto agrees that this Agreement involves at least $100,000 and that this Agreement has been entered into in express reliance upon 6 Del. C. § 2708. Each of the Parties hereto irrevocably and unconditionally confirms and agrees (a) that it is and shall continue to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b)(i) to the extent that such Party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such Party's agent for acceptance of legal process and notify the other Parties hereto of the name and address of such agent and (ii) to the fullest extent permitted by Law, that service of process may also be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that, to the fullest extent permitted by applicable Law, service made pursuant to (b)(i) or (ii) above shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE, INCLUDING THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY (THE "***DELAWARE COURTS***") FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS

AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS), (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE DELAWARE COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY DELAWARE COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND (C) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10.3 *Entire Agreement; Amendments and Waivers*. Except for the Confidentiality Agreement and the Transaction Documents, this Agreement and the exhibits and schedules hereto constitute the entire agreement between and among the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between or among the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. Except as expressly set forth in this Agreement (including the representations and warranties set forth in Articles III, IV and V), (a) the Parties acknowledge and agree that none of CNP, OGE, the Bronco Group or any other Person has made, and the Parties are not relying upon, any covenant, representation or warranty, written or oral, statutory, expressed or implied, as to the CNP Midstream Entities or the Enogex Entities, as applicable, or as to the accuracy or completeness of any information regarding any Party furnished or made available to any other Party and (b) no Party shall have or be subject to any liability to any other Person, or any other remedy in connection herewith, based upon the distribution to any other Person of, or any other Person's use of or reliance on, any such information or any information, documents or material made available to such Person in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the transactions contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of a Party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

10.4 *Opco LP, GP and Enogex Holdings Agreement to be Bound.* Contemporaneously with the conversion of CEFS into Opco LP, OGE and CNP will cause Opco LP to execute an instrument reasonably satisfactory to both OGE and CNP pursuant to which Opco LP agrees to perform the covenants and obligations expressly contemplated by this Agreement to be performed by Opco LP. Contemporaneously with the formation of New GP LLC, CNP and OGE will cause New GP LLC to execute an instrument reasonably satisfactory to both CNP and OGE pursuant to which New GP LLC agrees to perform the covenants and obligations expressly contemplated by this Agreement to be performed by New GP LLC. Contemporaneously with

the consummation of the transactions contemplated by the EH Contribution Agreement, the Bronco Group will cause Enogex Holdings to execute an instrument reasonably satisfactory to both CNP and OGE pursuant to which Enogex Holdings agrees to perform the covenants and obligations expressly contemplated by this Agreement to be performed by Enogex Holdings. Nothing in this Section 10.4 shall obligate either CNP or OGE to guaranty the performance by either the Opco LP or New GP LLC of their respective covenants or obligations under this Agreement.

10.5 *Bronco Group Representative*.

(a) Any right or action that may be taken at the election of the Bronco Group pursuant to the terms of this Agreement will be taken by a representative of the Bronco Group who is a natural person (as such representative may be replaced from time to time in accordance with this Section 10.5(a), the "***Bronco Group Representative***") on behalf thereof. The initial Bronco Group Representative will be Robb Turner. The Bronco Group Representative may resign at any time by giving at least fifteen (15) days' prior written notice to the Parties. Upon the death, permanent disability or resignation of the initial Bronco Group Representative and any replacement thereof, the Bronco Group shall promptly designate a replacement representative who is reasonably acceptable to CNP and OGE to serve as the Bronco Group Representative. Any change in the Bronco Group Representative will become effective upon notice in accordance with Section 10.1. The Bronco Group, jointly and severally, agrees to indemnify and hold harmless the Bronco Group Representative for and from any Losses that the Bronco Group Representative may incur as a result of his or her position as Bronco Group Representative or any of his or her actions or inactions as such, except as may result from the Bronco Group Representative's willful misconduct or gross negligence. To the maximum extent permitted by law, the Bronco Group hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the Bronco Group Representative taken pursuant to the authority conferred in this Section 10.5.

(b) By execution of this Agreement, the Bronco Group hereby irrevocably appoints the Bronco Group Representative the true and lawful agent and attorney-in-fact of the Bronco Group for the purposes of acting in the name, place and stead of the Bronco Group in: (i) giving and receiving all notices or consents permitted or required by this Agreement and otherwise acting on the Bronco Group's behalf, and contractually binding the Bronco Group, hereunder for all purposes specified herein; (ii) acknowledging, consenting to, ratifying or approving any amendments, supplements or restatements to any amendments to this Agreement that the Bronco Group Representative may deem necessary or advisable; and (iii) making, executing, acknowledging and delivering all such contracts, orders, receipts, notices, requests, instructions, instruments, certificates, letters and other writings, and in general doing all things and taking all actions that the Bronco Group Representative, in his or her sole discretion, may consider necessary or proper in connection with or to carry out the terms of this Agreement, as fully as if the Bronco Group were personally present and acting. Each of CNP, OGE and their respective Affiliates shall be entitled to rely upon any directions, instructions, consents, approvals, authorizations or other communications provided by the Bronco Group Representative. This power of attorney and all authority conferred hereby is granted and conferred subject to the interests of CNP or OGE, and in consideration of those interests and for the purpose of this Agreement, this power of attorney and all authority conferred hereby shall be irrevocable and

shall not be terminated by the Bronco Group or by operation of law, whether by the death, incompetency or incapacity of the Bronco Group, or any of them, or by the occurrence of any other event.

(c) Each of Bronco I and Bronco II agrees that the terms of this Section 10.5 shall be binding upon its successors and assigns.

10.6 *Binding Effect and Assignment*. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder. No Party hereto may assign, transfer, dispose of or otherwise alienate this Agreement or any of its rights, interests or obligations under this Agreement (whether by operation of Law or otherwise). Any attempted assignment, transfer, disposition or alienation in violation of this Agreement shall be null, void and ineffective.

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

10.8 *Execution*. This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Remainder of Page Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective officers hereunto duly authorized, all as of the date first written above.

CENTERPOINT ENERGY, INC.

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: President and Chief Executive Officer

OGE ENERGY CORP.

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

BRONCO MIDSTREAM HOLDINGS, LLC

By: /s/ Robb E. Turner
Name: Robb E. Turner
Title: Vice President

BRONCO MIDSTREAM HOLDINGS II, LLC

By: /s/ Robb E. Turner
Name: Robb E. Turner
Title: Vice President

[Signature Page to Master Formation Agreement]

Annex B

1. *Definitions*.

Terms used and not defined in this Annex B have the respective meanings assigned to them in the Agreement.

2. *CNP Contribution*.

On the terms and subject to the conditions of the Agreement and this Annex B, at Closing, CNP shall cause SEPH to contribute to Opco LP (i) a 24.95% interest in SESH if the Spectra Consent is not obtained prior to Closing; or (ii) a 49.9% interest in SESH if the Spectra Consent is obtained prior to Closing.

3. *Call and Put Rights*.

(a) If the Spectra Consent is not obtained prior to Closing:

(i) CNP shall have the right, to be exercised at CNP's sole discretion, to require Opco LP to purchase a 24.95% interest in SESH from SEPH (the "***First Put Right***"). The First Put Right may be exercised, in whole and not in part, at any time during the 30-day period beginning on the second calendar day following the first anniversary of the Closing Date (the "***First Put Period***").

(ii) If the First Put Right is exercised by CNP within the First Put Period, CNP shall have the right, to be exercised at CNP's sole discretion, to require Opco LP to purchase SEPH's remaining 0.1% interest in SESH (the "***Second Put Right***"). The Second Put Right may be exercised, in whole and not in part, at any time during the 30-day period beginning on the second calendar day following the first anniversary of the purchase pursuant to the First Put Right (the "***Second Put Period***").

(iii) If the First Put Right is not exercised by CNP within the First Put Period, then Opco LP shall have the right, to be exercised at Opco LP's sole discretion, to purchase a 24.95% interest in SESH from SEPH (the "***First Call Right***"). The First Call Right may be exercised, in whole and not in part, at any time during the 30-day period beginning six months after the end of the First Put Period. If either the Second Put Right is not exercised by CNP within the Second Put Period or the First Call Right is exercised by Opco LP, Opco LP shall have the right, to be exercised at Opco LP's sole discretion, to purchase SEPH's remaining 0.1% interest in SESH (the "***Second Call Right***"). If the First Call Right has been exercised, the Second Call Right may be exercised, in whole and not in part, at any time during the 30-day period beginning on the second calendar day following the first anniversary of the purchase pursuant to the First Call Right. If the Second Put Right has not been exercised within the Second Put Period, the Second Call Right may be exercised, in whole and not in part, during the 30-day period beginning six months after the end of the Second Put Period.

(b) If the Spectra Consent is obtained prior to Closing:

(i) CNP shall have the right, to be exercised at CNP's sole discretion, to require Opco LP to purchase SEPH's remaining 0.1% interest in SESH (the "***Consent Put Right***"; any of the First Put Right, the Second Put Right and the Consent Put Right may be referred to as a "***Put Right***"). The Consent Put Right may be exercised, in whole and not in part, at any time during the 30-day period beginning on the second calendar day following the first anniversary of the Closing Date (the "***Consent Put Period***").

(ii) If CNP does not exercise the Consent Put Right within the Consent Put Period, Opco LP shall have the right, to be exercised at Opco LP's sole discretion, to purchase SEPH's remaining 0.1% interest in SESH (the "***Consent Call Right***"; any of the First Call Right, the Second Call Right and the Consent Call Right may be referred to as a "***Call Right***"). The Consent Call Right may be exercised, in whole and not in part, at any time during the 30-day period beginning six months after the end of the Consent Put Period.

(c) Notwithstanding the provisions of Section 3(a) and Section 3(b) of this Annex B, the Parties acknowledge that if Opco LP ceases to be an Affiliate (as such term is defined in the SESH LLC Agreement) of SEPH prior to the exercise of any Call Right or Put Right or if a Change of Member Control (as such term is defined in the SESH LLC Agreement) occurs with respect to Opco LP, pursuant to the SESH LLC Agreement certain Members (as such term is defined in the SESH LLC Agreement) shall have the right to buy any SESH interest being transferred to Opco LP or any interest in SESH owned by Opco LP (the "***Purchase Rights***"). The Parties agree that Opco LP will receive all consideration from the exercise of any Purchase Rights; *provided*, *however*, that if any Purchase Right is exercised in connection with a transfer of SESH interests to Opco LP, (i) Opco LP will issue to SEPH the applicable Equity Consideration (as defined below) and (ii) Opco LP or SEPH, as applicable, will pay the other the applicable cash consideration to adjust the consideration to achieve Fair Market Value (as defined below), in each case, as would have been required to be paid by such party pursuant to Section 3(e) of this Annex B if such transfer had been completed without the exercise of the Purchase Rights and the consideration paid pursuant to the Purchase Right was substituted for Fair Market Value in the determination of the amount of the payment under Section 3(e) of this Annex B.

(d) Opco LP and CNP may exercise a Call Right and a Put Right, respectively, by delivering written notice to the other party during the relevant exercise period stating such party's desire to exercise such Call Right or Put Right and the closing date of the purchase, which date shall be no more than 30 days after the delivery of the notice (subject to extension for (i) satisfying any applicable requirements under the SESH LLC Agreement and (ii) the determination of Fair Market Value pursuant to this Annex B).

(e) The equity consideration (the "***Equity Consideration***") payable by Opco LP to SEPH upon the exercise of (i) the First Call Right or the First Put Right shall be 8,086,945 Opco LP Common Units and (ii) the Second Call Right, the Second Put Right, the Consent Call Right or the Consent Put Right shall be 32,413 Opco LP Common Units. If the Fair Market Value of the SESH interest to be transferred (the "***Subject SESH Interest***") on the date of exercise is (i) greater than the product (the "***Opco Common Unit Value***") of (A) the number of Opco LP Common Units to be received by SEPH in connection with such exercise and (B) the

Unit Price, Opco LP will pay to SEPH an amount equal to the positive difference between the Fair Market Value and the Opco Common Unit Value by wire transfer of immediately available funds; *provided*, *however* that the amount of cash to be paid by Opco LP shall not exceed an amount that would result in a Dilution Event, or (ii) less than the Opco Common Unit Value, CNP will cause SEPH to pay to Opco LP an amount equal to the positive difference between the Opco Common Unit Value and the Fair Market Value by wire transfer of immediately available funds; *provided*, *however* that the amount of cash to be paid by SEPH shall not exceed an amount that would result in an Accretion Event.

(f) If any subdivision, split or combination of outstanding Opco LP Common Units or any declaration of a dividend payable in Opco LP Common Units occurs, then the number of Opco LP Common Units included in the Equity Consideration will be proportionately adjusted by the Board of Directors to reflect the consequences of that occurrence. If any recapitalization or capital reorganization of Opco LP, any consolidation or merger of Opco LP with another entity, any adoption by Opco LP of any plan of exchange affecting the Opco LP Common Units or any distribution to holders of Opco LP Common Units of securities or property (other than normal cash distributions) occurs, the Board of Directors will make appropriate adjustments to the Equity Consideration and any cash consideration to be paid to give effect to that transaction; *provided*, that such adjustments will be only those as are necessary to maintain the proportionate interest of the Equity Consideration and preserve, without exceeding, the intended value of the total consideration.

(g) CNP and Opco LP shall use reasonable best efforts to mutually agree on the determination of fair market value of the Subject SESH Interest (the "***Fair Market Value***") and, as applicable, the calculations with respect to an Accretion Event or a Dilution Event; *provided*, that if such calculations would result in a cash payment being made by Opco LP to SEPH, then a third-party appraisal shall be required in accordance with the remainder of this paragraph unless the Bronco Group consents in writing to waive such third-party appraisal requirement. If Opco LP and CNP do not mutually agree on such matters within 30 days of the exercise of the Call Right or the Put Right, as applicable, or if a third-party appraisal is required in accordance with the proviso of the preceding sentence, then CNP and Opco LP shall attempt to agree upon a mutually acceptable appraisal firm within five Business Days of the expiration of such 30-day period. If they are unable to agree on a mutually acceptable appraisal firm within such five Business Day period, either side may request the American Arbitration Association to designate the appraisal firm, which designated firm shall be binding on both sides (subject to the following sentence). Each side and each proposed appraisal firm shall disclose to the other side any business, personal or other relationship or affiliation that may exist between any side and such proposed appraisal firm, and any side may disqualify such proposed appraisal firm on the basis of such relationship or affiliation. The determinations of such amounts proposed by each side shall be submitted to the appraisal firm selected in accordance with the foregoing within five Business Days of such selection, and the appraisal firm shall expeditiously (and, if practicable, within 20 days after the appraisal firm's selection) hear and decide all matters concerning the determinations of such amounts. The cost of such appraisal shall be paid in equal portions by CNP and Opco LP. Any appraisal firm selected pursuant to this Section 3(g) of this Annex B shall be an investment banking, accounting or other firm that performs appraisal and valuation services. Each side shall provide to the other all information reasonably requested by them related to the determinations contemplated herein.

(h) The Parties shall, and shall cause Opco LP to, report, for federal income tax purposes, the rights to Equity Consideration set forth in this Annex B consistently with the principles of the noncompensatory option regulations that were finalized in Treasury Decision 9612 issued on February 5, 2013.

(i) Opco LP's rights and obligations under this Annex B shall be controlled by the Disinterested Directors. Both CNP and OGE agree to cause their designated members of the Board of Directors who are not Disinterested Directors to approve the actions of the Disinterested Directors with respect to any such claim.

(j) As used herein:

(i) "***Accretion Event***" means, on an estimated pro forma basis for the acquisition of the Subject SESH Interest, an increase in the amount of DCF Per Unit. An Accretion Event shall be deemed to exist if, assuming the acquisition of the Subject SESH Interest was consummated as of the date that is one year prior to the first day of the Quarter in which the acquisition is expected to be consummated (the "***One Year Test Period***"), the acquisition would have resulted in an increase in (A) the amount of DCF Per Unit (for all outstanding Opco LP Common Units) generated by the Partnership with respect to the One Year Test Period, on an estimated pro forma basis, as compared to (B) the actual amount of DCF Per Unit (for all outstanding Opco LP Common Units) generated by the Partnership with respect to the One Year Test Period. There shall be excluded from the amount in clause (B) above any Distributable Cash or Operating Surplus, as applicable, attributable to the acquisition of the Subject SESH Interest. The number of Opco LP Common Units deemed to be outstanding for the purpose of calculating the amounts in clause (B) above shall be the weighted average number of Opco LP Common Units outstanding during the One Year Test Period and shall exclude the Opco LP Common Units issued or to be issued in connection with the acquisition of the Subject SESH Interest;

(ii) "***Adjusted Operating Surplus***" has the meaning given such term in the Opco Partnership Agreement;

(iii) "***Available Cash***" has the meaning given such term in the Opco Partnership Agreement;

(iv) "***DCF Per Unit***" means Distributable Cash (if the exercise of the Call Right or Put Right occurs prior to the IPO Closing Date) or Available Cash that is deemed to be Adjusted Operating Surplus (if the exercise of the Call Right or Put Right occurs on or after the IPO Closing Date), in each case on a per Opco LP Common Unit basis;

(v) "***Dilution Event***" means, on an estimated pro forma basis for the acquisition of the Subject SESH Interest, a decrease in the amount of DCF Per Unit. A Dilution Event shall be deemed to exist if, with respect to the One Year Test Period, the acquisition would have resulted in a decrease in (A) the amount of DCF Per Unit (for all outstanding Opco LP Common Units) generated by the Partnership with respect to the

One Year Test Period, on an estimated pro forma basis, as compared to (B) the actual amount of DCF Per Unit (for all outstanding Opco LP Common Units) generated by the Partnership with respect to the One Year Test Period. There shall be excluded from the amount in clause (B) above any Distributable Cash or Operating Surplus, as applicable, attributable to the acquisition of the Subject SESH Interest. The number of Opco LP Common Units deemed to be outstanding for the purpose of calculating the amounts in clause (B) above shall be the weighted average number of Opco LP Common Units outstanding during the One Year Test Period and shall exclude the Opco LP Common Units issued or to be issued in connection with the acquisition of the Subject SESH Interest;

(vi) "***Disinterested Directors***" means the members of the Board of Directors that have been designated by OGE;

(vii) "***Distributable Cash***" has the meaning given such term in the Opco Partnership Agreement;

(viii) "***IPO Closing Date***" has the meaning given such term in the Opco Partnership Agreement;

(ix) "***Quarter***" has the meaning given such term in the Opco Partnership Agreement; and

(x) "***Unit Price***" shall mean $20.00 per Opco LP Common Unit.

Exhibit 3.1

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CENTERPOINT ENERGY FIELD SERVICES LP

This Certificate of Limited Partnership of CenterPoint Energy Field Services LP has been duly executed and is being filed by the undersigned for the purpose of converting a Delaware limited liability company into a Delaware limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del. Code Section 17-201 *et seq*.) (the "Act").

1. The name of the limited partnership is CenterPoint Energy Field Services LP (the "Partnership").
2. The Partnership was converted from a Delaware limited liability company named CenterPoint Energy Field Services, LLC into a Delaware limited partnership.
3. The conversion of CenterPoint Energy Field Services, LLC from a Delaware limited liability company to a Delaware limited partnership was approved by the unanimous consent of the sole manager of CenterPoint Energy Field Services, LLC.
4. The address of the registered office of the Partnership in the State of Delaware and the name and address of the registered agent for service of process on the Partnership in the State of Delaware required to be maintained by Section 17-104 of the Act is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.
5. The name and the business and mailing address of the sole general partner of the Partnership is as follows:

Name	**Business and Mailing Address**
CNP OGE GP LLC	1111 Louisiana Street Houston, TX 77002 321 North Harvey P.O. Box 321 Oklahoma City, OK 73101-0321

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been duly executed on behalf of the undersigned as the sole general partner of the Partnership on May 1, 2013.

CENTERPOINT ENERGY FIELD SERVICES LP

by **CNP OGE GP LLC,**
its General Partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CENTERPOINT ENERGY FIELD SERVICES LP

CENTERPOINT ENERGY FIELD SERVICES LP, a limited partnership organized and existing under the laws (6 Del. C. § 17-101 *et. seq.*) of the State of Delaware (the "***Company***") does hereby certify:

FIRST: The name of the Company is CenterPoint Energy Field Services LP.

SECOND: The Certificate of Limited Partnership of the Company is hereby amended to reflect a change in the name of the Company by deleting the text of Section 1 of the Certificate of Limited Partnership in its entirety and adding the following:

1. The name of the limited partnership is Enable Midstream Partners, LP (the "Partnership").

THIRD: The Certificate of Limited Partnership of the Company is hereby amended to reflect a change in the name of the general partner by deleting the text of Section 5 of the Certificate of Limited Partnership in its entirety and adding the following:

5. The name and the business and mailing address of the sole general partner of the Partnership is as follows:

Name	**Business and Mailing Address**
Enable GP, LLC	1111 Louisiana Street Houston, TX 77002
	321 North Harvey P.O. Box 321 Oklahoma City, OK 73101-0321

FOURTH: The effective date of the name change shall be July 30, 2013.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of the Company on this 29th day of July, 2013.

/s/ M. Sean Blakley
By: Enable GP, LLC, General Partner
By: M. Sean Blakley
Acting Chief Accounting Officer

Exhibit 10.1

Execution Version

Published CUSIP Number: 15200VAC1

Revolving Credit CUSIP Number: 15200VAD9

REVOLVING CREDIT AGREEMENT

DATED AS OF MAY 1, 2013

BY AND AMONG

CENTERPOINT ENERGY FIELD SERVICES LP,

THE LENDERS

AND

CITIBANK, N.A.
AS ADMINISTRATIVE AGENT

AND

UBS SECURITIES LLC
AS SYNDICATION AGENT

AND

JPMORGAN CHASE BANK, N.A. AND WELLS FARGO BANK, N.A.
AS CO-DOCUMENTATION AGENTS

CITIGROUP GLOBAL MARKETS INC., UBS SECURITIES LLC, J.P. MORGAN SECURITIES LLC AND WELLS FARGO SECURITIES, LLC
AS JOINT LEAD ARRANGERS AND JOINT BOOKRUNNERS

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SCHEDULES

EXHIBITS

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT, dated as of May 1, 2013, is by and among CenterPoint Energy Field Services LP, a Delaware limited partnership (the "Borrower"), the lenders from time to time party hereto (the "Lenders"), the LC Issuers (as defined below) from time to time party hereto, Citibank, N.A., a national banking association, as Agent, UBS Securities LLC, as Syndication Agent, and JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as Co-Documentation Agents.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower has requested, and, subject to the terms and conditions hereof, the Lenders have agreed, to extend certain credit facilities to the Borrower on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. **Certain Defined Terms.** As used in this Agreement:

"2013 Term Loan Facility" means that certain Term Loan Agreement dated as of May 1, 2013 by and among the Borrower, the lenders party thereto and Citibank, N.A., as agent.

"Accounting Changes" is defined in the term "GAAP".

"Acquisition Period" means a period commencing with the date on which payment of the purchase price for a Specified Acquisition is made and ending on the earlier of (a) the last day of the second fiscal quarter following the fiscal quarter in which such payment is made, and (b) the date on which the Borrower notifies the Agent that it desires to end the Acquisition Period for such Specified Acquisition; provided, that, (i) once any Acquisition Period is in effect, the next Acquisition Period may not commence until the termination of such Acquisition Period then in effect and (ii) after giving effect to the termination of such Acquisition Period in effect (and before giving effect to any subsequent Acquisition Period), the Borrower must be in compliance with Section 7.11 and, if applicable, Section 7.12 and no Default or Event of Default shall have occurred and be continuing.

"Act" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

"Advance" means a borrowing consisting of Loans of the same Type made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which the same Interest Period is in effect. The term "Advance" shall include Swing Line Loans unless otherwise expressly provided.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise; provided that no Person shall be deemed to be an Affiliate of the Borrower or any of its Subsidiaries solely as a result of such Person being an Affiliate of ArcLight Capital Partners, LLC or any of its Affiliates.

"Agent" means Citibank in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to Article X.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders, as it may be increased or reduced from time to time pursuant to the terms hereof. The initial Aggregate Commitment on the Closing Date is One Billion Four Hundred Million and 00/100 Dollars ($1,400,000,000).

"Aggregate Outstanding Credit Exposure" means, at any time, the aggregate of the Outstanding Credit Exposures of all the Lenders at such time.

"Agreement" means this Revolving Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Agreement Accounting Principles" means GAAP applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.6, as may be modified in connection with any Accounting Changes.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate (as determined without reference to clause (b) of the definition thereof) for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively.

"Applicable Fee Rate" means, at any time, with respect to the Commitment Fee, (a) until the time that the Borrower first obtains a Designated Rating from any Rating Agency, the percentage rate per annum which is applicable at such time to the Commitment Fee as set forth in the Leverage-Based Pricing Grid on the Pricing Schedule, and (b) at any time from and after the date when the Borrower first obtains a Designated Rating from any Rating Agency, the percentage rate per annum which is applicable at such time to the Commitment Fee as set forth in the Ratings-Based Pricing Grid on the Pricing Schedule.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of Governmental Authorities.

"Applicable Margin" means, (a) until the time that the Borrower first obtains a Designated Rating from any Rating Agency, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Leverage-Based Pricing Grid set forth in the Pricing Schedule and (b) at any time from and after the date when the Borrower first obtains a Designated Rating from any Rating Agency, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Ratings-Based Pricing Grid set forth in the Pricing Schedule.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"ArcLight" means, collectively, Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC, each a Delaware limited liability company.

"Arrangers" means each of CGMI, UBS Securities, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, and each of their respective successors, each in its capacity as a Joint Lead Arranger and Joint Bookrunner.

"Assignment and Assumption Agreement" means an assignment agreement in the form of Exhibit A or in such other form as may be agreed to by the Agent and the other parties thereto.

"Authorized Officer" means any of the president, chief executive officer, chief financial officer, treasurer, an assistant treasurer, or the controller of the General Partner (or, if at such time the Borrower has any such officers, of the Borrower) and, other than with respect to determining whether such Person has knowledge of any event for purposes hereof, such other representatives of the Borrower as may be designated by any one of the foregoing Persons with the consent of the Agent.

"Base Rate" means, for any day, a rate per annum equal to (a) the Alternate Base Rate for such day plus (b) the Applicable Margin.

"Base Rate Advance" means an Advance which bears interest at a rate determined by reference to the Base Rate.

"Base Rate Loan" means a Loan which bears interest at a rate determined by reference to the Base Rate.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" has the meaning assigned thereto in the introductory paragraph hereto.

"Borrowing Date" means a date on which an Advance is made hereunder.

"Borrowing Notice" is defined in Section 2.8.

"Business Day" means (a) for all purposes other than as set forth in clause (b) below, any day other than a Saturday, Sunday or legal holiday on which banks in New York, New York, are open for the conduct of their commercial banking business, and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Eurodollar Loan, or for purposes of determining the interest rate for any Base Rate Loan as to which the interest rate is determined by reference to the Eurodollar Rate, any day that is a Business Day described in clause (a) and that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"Capital Stock" means (a) in the case of a corporation, all classes of capital stock of such corporation, (b) in the case of a partnership, partnership interests (whether general or limited), (c) in the case of a limited liability company, membership interests and (d) any other interest or participation that confers on a Person similar rights with respect to the issuing Person.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Cash Collateral Account" means a deposit account in which the Agent has a valid and perfected first priority security interest pursuant to documentation in form and substance reasonably satisfactory to the Agent, established or utilized for the purpose of holding Cash Collateral of the Borrower.

"Cash Collateralize" means to pledge in favor of, and deposit with or deliver to, the Agent (in the case of the Borrower, to the Cash Collateral Account), for the benefit of one or more of the LC Issuers or Lenders, as collateral for LC Obligations or obligations of the Lenders to fund participations in respect of LC Obligations, cash or deposit account balances or, if the Agent and the applicable LC Issuer shall agree, in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Agent and the applicable LC Issuer. "Cash Collateral", in such context, shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"CEFS LLC" means CenterPoint Energy Field Services, LLC, a Delaware limited liability company.

"CenterPoint Energy" means CenterPoint Energy, Inc., a Texas corporation.

"CenterPoint Energy Credit Facility" means that certain Credit Agreement dated as of September 9, 2011 among CenterPoint Energy, the banks and other financial institutions from time to time parties thereto, Bank of America, N.A. and The Royal Bank of Scotland PLC, as co-syndication agents, Barclays Bank PLC, Citibank, N.A., Deutsche Bank Securities Inc. and Wells Fargo Bank, National Association, as co-documentation agents, and JPMorgan Chase Bank, N.A., as administrative agent.

"CERC" means CenterPoint Energy Resources Corp., a Delaware corporation.

"CERC Credit Facility" means that certain Credit Agreement dated as of September 9, 2011 among CERC, the banks and other financial institutions from time to time parties thereto, Bank of America, N.A. JPMorgan Chase Bank, N.A. and The Royal Bank of Scotland plc, as co-syndication agents, Barclays Bank PLC, Deutsche Bank Securities Inc. and Wells Fargo Bank, National Association, as co-documentation agents, and Citibank, N.A., as administrative agent.

"CGMI" means Citigroup Global Markets Inc.

"Change of Control" means the occurrence of one or more of the following events:

(a) OGE and CenterPoint Energy cease to collectively own, directly or indirectly, at least 51% of the outstanding Voting Stock of the General Partner in the aggregate,

(b) the General Partner shall cease to be the general partner of the Borrower,

(c) the acquisition by any Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act) (other than OGE or CenterPoint Energy) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act), directly or indirectly, of Voting Stock (or other Capital Stock convertible into such Voting Stock) representing 49% or more of the combined voting power of all Voting Stock of the General Partner in the aggregate, or

(d) during any period of twelve consecutive months, a majority of the members of the board of directors or other equivalent governing body of the General Partner cease to be individuals who are Continuing Directors.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or any applicable foreign regulatory authority, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued and shall be referred to herein as a "Specified Change".

"Citibank" means Citibank, N.A. and its successors.

"Closing Date" means May 1, 2013.

"Closing Date SEC Reports" means, collectively, (i) the Annual Report on Form 10-K of OGE, the Annual Report on Form 10-K of CenterPoint Energy and the Annual Report on Form 10-K of CERC, in each case, for the fiscal year ended December 31, 2012 and (ii) any Current

Reports on Form 8-K, Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K filed by any of OGE, CenterPoint Energy and CERC, in each case, after the Annual Report on Form 10-K for the fiscal year ended December 31, 2012 for such company and prior to the Closing Date.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

"Co-Documentation Agent" means each of JPMCB and Wells Fargo, in their capacity as Co-Documentation Agents hereunder.

"Commercial Operation Date" means the date on which a Qualified Project is substantially complete and commercially operable.

"Collateral Shortfall Amount" is defined in Section 8.2(a).

"Commitment" means, for each Lender, such Lender's obligation to make Revolving Loans to, and participate in Swing Line Loans and Facility LCs issued upon the application of, the Borrower in an aggregate amount not exceeding the amount set forth on the Commitment Schedule opposite such Lender's name, as modified from time to time pursuant to the terms hereof.

"Commitment Date SEC Reports" means, collectively, (a) the Annual Report on Form 10-K of OGE, the Annual Report on Form 10-K of CenterPoint Energy and the Annual Report on Form 10-K of CERC, in each case, for the fiscal year ended December 31, 2012, and (b) the Current Reports on Form 8-K filed by OGE, the Current Reports on Form 8-K filed by CenterPoint Energy and the Current Reports on Form 8-K filed by CERC, in each case, after the Annual Report on Form 10-K for the fiscal year ended December 31, 2012 for such company and prior to March 14, 2013.

"Commitment Fee" is defined in Section 2.5(a).

"Commitment Increase" is defined in Section 2.22(a).

"Commitment Increase Agreement" means a Commitment Increase Agreement in substantially the form of Exhibit B attached hereto.

"Commitment Schedule" means the Schedule identifying each Lender's Commitment as of the Closing Date attached hereto and identified as such.

"Consolidated EBITDA" means, for any period, without duplication, with respect to the Borrower and its consolidated Subsidiaries (a) Consolidated Net Income for such period *plus* (b) without duplication, the sum of the following to the extent deducted in calculating Consolidated Net Income for such period: (i) Consolidated Interest Expense for such period, (ii) tax expense (including any federal, state, local and foreign income and similar taxes) of the Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense of the Borrower and its Subsidiaries for such period, (iv) any non-recurring non-cash expenses or losses of the Borrower and its Subsidiaries, including, in any event, non-cash asset write-downs and

unrealized losses in connection with Swap Agreements, for such period, (v) Transaction Costs incurred by the Borrower and its Subsidiaries during such period in an aggregate amount (during all such periods) not to exceed $50,000,000 and (vi) any non-recurring cash losses during such period *minus* (c) the sum of the following (i) any non-recurring non-cash gains during such period, (ii) any non-recurring cash gains during such period and (iii) any unrealized gains in connection with Swap Agreements for such period, in each case to the extent included in calculating Consolidated Net Income for such period. Additionally, for purposes of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Subsidiary acquired (or sold) any Person (or any interest in any Person) or all or substantially all of the assets of any Person or a division, line of business or other business unit of another Person, the Consolidated EBITDA attributable to such assets or an amount equal to the percentage of ownership of the Borrower or such Subsidiary, as the case may be, in such Person times the Consolidated EBITDA of such Person for such period determined on a pro forma basis shall be included (or excluded, as applicable) as Consolidated EBITDA for such period as if such acquisition (or sale) occurred on the first day of such period. Further, in connection with any Qualified Project, Consolidated EBITDA, as used in determining the Consolidated Leverage Ratio, may be modified so as to include Qualified Material Project EBITDA Adjustments, as provided in Section 7.11(b). Notwithstanding the foregoing, it is agreed that Consolidated EBITDA shall not include Excluded EBITDA.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the sum of the following (without duplication): (a) all Indebtedness (excluding contingent obligations in respect of undrawn Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments), including Capitalized Lease Obligations and Off Balance Sheet Indebtedness, which is classified as "long-term indebtedness" on the consolidated balance sheet of the Borrower and its Subsidiaries prepared as of such date in accordance with GAAP and any current maturities and other principal amount in respect of such Indebtedness due within one year but which was classified as "long-term indebtedness" at the creation thereof, including, but not limited to, any applicable Consolidated Hedging Exposure; it being understood that Consolidated Hedging Exposure cannot be negative for the purposes of determining Consolidated Funded Indebtedness, (b) Indebtedness for borrowed money of the Borrower and its Subsidiaries outstanding under a revolving credit (including this Agreement) or similar agreement, notwithstanding the fact that any such borrowing is made within one year of the expiration of such agreement, (c) all drawn and owing reimbursement obligations outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) all Capitalized Lease Obligations and Off Balance Sheet Indebtedness, (e) without duplication, all guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (d) above of Persons other than the Borrower or any Subsidiary and (f) all Indebtedness of the types referred to in clauses (a) through (d) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Borrower or a Subsidiary is a general partner or a joint venture partner, in each case to the extent such Person is legally liable therefor by contract, by application of applicable laws, or as a result of such Person's ownership interest in or other relationship with such entity, unless such Indebtedness is expressly made non-recourse to the Borrower or such Subsidiary. Notwithstanding the foregoing, it is agreed that (i) "Consolidated Funded Indebtedness" shall not include the obligations of the Borrower or its Subsidiaries under any Hybrid Equity Securities, Mandatorily Convertible Securities or Equity

Preferred Securities but only to the extent the aggregate amount of such Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities are less than or equal to 20% of total consolidated capitalization of the Borrower and its Subsidiaries, as determined in accordance with GAAP (and then only to the extent in excess of such amount), (ii) for the purpose of determining "Consolidated Funded Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been irrevocably deposited with the proper depositary in trust and (iii) Consolidated Funded Indebtedness shall not include Non-Recourse Indebtedness of Excluded Subsidiaries.

"Consolidated Hedging Exposure" means, at any time with respect to all applicable Swap Agreements to which the Borrower and its Subsidiaries are counterparties, the aggregate consolidated net exposure of the Borrower and the Subsidiaries under all such agreements on a marked to market basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any period with respect to the Borrower and its Subsidiaries on a consolidated basis, all interest (including the interest component, if any, of any Capitalized Lease, the commitment fee and the LC fronting fees and other interest, fees and expenses paid pursuant hereto and pursuant to the 2013 Term Loan Facility) paid or accrued during such period in accordance with GAAP.

"Consolidated Leverage Ratio" shall mean, as of the last day of any fiscal quarter of the Borrower, for the Borrower and its Subsidiaries on a consolidated basis,

(a) for the fiscal quarter ending June 30, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) Initial Fiscal Quarter Consolidated EBITDA multiplied by four, where "Initial Fiscal Quarter Consolidated EBITDA" means Consolidated EBITDA for the period from the Closing Date through June 30, 2013, multiplied by 1.5,

(b) for the fiscal quarter ending September 30, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) (A) the sum of (x) the Initial Fiscal Quarter Consolidated EBITDA plus (y) Consolidated EBITDA for such fiscal quarter, multiplied by (B) two,

(c) for the fiscal quarter ending December 31, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) (A) the sum of (x) the Initial Fiscal Quarter Consolidated EBITDA plus (y) Consolidated EBITDA for the two consecutive fiscal quarters ending on such date, multiplied by (B) 4/3, and

(d) for any fiscal quarter ending after December 31, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on such date.

"Consolidated Net Income" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the net income of the Borrower and its Subsidiaries (excluding extraordinary gains and extraordinary losses) for that period, as determined in accordance with GAAP.

"Consolidated Subsidiary" means, for any Person, at any date any Subsidiary or other entity the accounts of which would be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date; unless otherwise specified "Consolidated Subsidiary" means a Consolidated Subsidiary of the Borrower.

"Consolidated Tangible Assets" means, as of any date of determination, the total amount of consolidated assets of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) minus: the value (net of any applicable reserves and accumulated amortization) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) for the most recently completed fiscal quarter or year, as applicable, prepared in accordance with GAAP.

"Continuing Director" shall mean, with respect to any period, and with respect to any Person, (a) any individual who was a member of the board of directors or other equivalent governing body (a "director") of such Person on the first day of such period and (b) each other director if such director's nomination or appointment as a director is recommended by (x) a majority of the then Continuing Directors or (y) OGE or CenterPoint Energy, directly or indirectly (excluding, in the case of clause (b)(x), any director whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors or other equivalent governing body).

"Controlled Group" means all members of a controlled group of corporations or other business entities and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

"Conversion/Continuation Notice" is defined in Section 2.9.

"Credit Extension" means the making of an Advance or the issuance or Modification of a Facility LC hereunder.

"Credit Extension Date" means the Borrowing Date for an Advance or the issuance or Modification date for a Facility LC.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Default Rate" means, with respect to any overdue amount owed hereunder, a rate per annum equal to (a) in the case of overdue principal with respect to any Loan, the sum of the interest rate in effect at such time with respect to such Loan under Section 2.15, plus 2%;

provided that in the case of overdue principal with respect to any Eurodollar Rate Loan, after the end of the Interest Period with respect to such Loan, the Default Rate shall equal the rate set forth in clause (b) below and (b) in the case of overdue interest with respect to any Loan, fees or other amounts payable hereunder, the sum of the interest rate per annum in effect at such time with respect to Base Rate Loans, plus 2%.

"Defaulting Lender" means, subject to Section 2.24(b), (a) any Lender that has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder, unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, any LC Issuer, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Facility LCs or Swing Line Loans) within two Business Days of the date when due, (b) any Lender that has notified the Borrower, the Agent or any LC Issuer or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) any Lender that has failed, within three (3) Business Days after written request by the Agent or the Borrower, to confirm in writing to the Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Agent and the Borrower), or (d) any Lender with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.24(b)) upon delivery of written notice from the Agent of such determination to the Borrower, each LC Issuer, the Swing Line Lender and each Lender.

"Designated Rating" is defined on the Pricing Schedule.

"Dollar" and "$" means dollars in the lawful currency of the United States of America.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 12.3(e) and 12.3(f) (subject to such consents, if any, as may be required under Section 12.3(b)).

"Enogex" means Enogex LLC, a Delaware limited liability company.

"Environmental Laws" means any and all Applicable Laws relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Equity Preferred Securities" means any securities, however denominated, (a) issued by the Borrower or any Consolidated Subsidiary of the Borrower, (b) that are not, or the underlying securities, if any, of which are not, subject to mandatory redemption or maturity prior to 91 days after the Scheduled Revolving Credit Maturity Date, and (c) the terms of which permit the deferral of interest or distributions thereon to a date occurring after the 91st day after the Scheduled Revolving Credit Maturity Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rules or regulations issued thereunder.

"ERISA Event" means (a) any Reportable Event with respect to a Plan; (b) the incurrence by the Borrower or member of the Controlled Group of any liability under Title IV of ERISA with respect to the termination of any Plan; (c) the receipt by the Borrower or member of the Controlled Group from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan; (d) the Borrower or member of the Controlled Group incurring any liability under Title IV of ERISA with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (e) the receipt by the Borrower or member of the Controlled Group of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Section 4245 of ERISA or in reorganization, within the meaning of Section 4241 of ERISA.

"Eurodollar Advance" means an Advance (other than a Base Rate Advance as to which the interest rate is determined by reference to the Eurodollar Rate) which bears interest at a rate determined by reference to the Eurodollar Rate.

"Eurodollar Loan" means a Loan (other than a Base Rate Loan as to which the interest rate is determined by reference to the Eurodollar Rate) which bears interest at a rate determined by reference to the Eurodollar Rate.

"Eurodollar Rate" means, with respect to any Eurodollar Advance for any Interest Period, the sum of (a) the rate appearing on the Reuters Reference LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Dollars in the London interbank market) at approximately 11:00 a.m., London time, on the second Business Day next preceding the first day of such Interest Period, as the rate for deposits in Dollars with a maturity comparable to such Interest Period. In the event

that such rate is not available at such time for any reason, then the "Eurodollar Rate" for such Interest Period shall be the rate at which deposits in Dollars in an amount equal to $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, on the second Business Day next preceding the first day of such Interest Period plus (b) the Applicable Margin.

"Event of Default" is defined in Section 8.1.

"Excess" is defined in Section 2.7(b).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended and in effect from time to time.

"Excluded EBITDA" means any portion of Consolidated EBITDA attributable to an Excluded Subsidiary.

"Excluded Subsidiary" means any future Subsidiary formed or acquired by the Borrower that is designated by the Borrower as an "Excluded Subsidiary" in accordance with Section 9.17 as long as (a) such Excluded Subsidiary has no Indebtedness that is recourse to the Borrower or any Non-Excluded Subsidiary and (b) any Indebtedness for borrowed money incurred by such Excluded Subsidiary is used solely to acquire, construct, develop or operate assets and related businesses; provided that the aggregate amount of assets owned by all Excluded Subsidiaries cannot exceed 15% of the total consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, Taxes measured by the overall capital or net worth of such Recipient and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Installation located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.19) or (ii) such Lender changes its applicable Lending Installation, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its applicable Lending Installation, (c) Taxes attributable to such Recipient's failure to comply with Section 3.5(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Enogex Revolving Credit Agreement" means that certain Credit Agreement dated as of December 13, 2011 by and among Enogex, the lenders from time to time party thereto and Wells Fargo Bank, National Association, as agent for the lenders.

"Existing Enogex Intercompany Agreement" means that certain Second Amended and Restated Revolving Credit and Investment Agreement dated as of April 1, 2008 between OGE and Enogex.

"Existing Enogex Senior Notes" means (a) the 6.875% Senior Notes due 2014 issued by Enogex pursuant to the Issuing and Paying Agency Agreement dated as of June 15, 2009 between Enogex and UMB Bank, N.A. and (b) the 6.25% Senior Notes due 2020 issued by Enogex pursuant to the Issuing and Paying Agency Agreement dated as of November 15, 2009 between Enogex and UMB Bank, N.A.

"Existing Enogex Term Loan Agreement" means that certain Term Loan Agreement dated as of August 2, 2012 by and among Enogex, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as agent for the lenders.

"Extending Lender" is defined in Section 2.21.

"Extension Request" is defined in Section 2.21.

"Facility LC" is defined in Section 2.20(a).

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Effective Rate" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent.

"Fee Letters" means (a) the letter dated March 14, 2013 addressed to Enogex and CenterPoint Energy from CGMI, UBS Securities and UBS Loan Finance LLC and accepted and agreed to by Enogex and CenterPoint Energy on March 14, 2013, (b) the letter dated March 14, 2013 addressed to Enogex and CenterPoint Energy from CGMI and Citibank and accepted and agreed to by Enogex and CenterPoint Energy on March 14, 2013, (c) the letter dated March 29, 2013 addressed to Enogex and CenterPoint Energy from J.P. Morgan Securities LLC and accepted and agreed to by Enogex and CenterPoint Energy on March 29, 2013 and (d) the letter dated March 29, 2013 addressed to Enogex and CenterPoint Energy from Wells Fargo Securities, LLC and accepted and agreed to by Enogex and CenterPoint Energy on March 29, 2013, in each case referring to the $1,400,000,000 5-year revolving credit facility for the Borrower.

"Financial Officer" means the chief financial officer, treasurer, an assistant treasurer or the controller of the General Partner (or, if at such time the Borrower has any such officers, of the Borrower).

"Fitch" means Fitch Ratings and any successor thereto.

"Foreign Lender" means a Lender which is not a U.S. Person.

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to any LC Issuer, such Defaulting Lender's Pro Rata Share of the outstanding LC Obligations with respect to Facility LCs issued by such LC Issuer other than LC Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender's Pro Rata Share of outstanding Swing Line Loans made by the Swing Line Lender other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in effect from time to time; provided that in the event that any "Accounting Change" (as defined below) shall occur and such change would otherwise result in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then unless and until the Borrower, the Agent and the Required Lenders mutually agree to adjustments to the terms hereof to reflect any such Accounting Change, all financial covenants (including such covenants contained in Section 7.11 and, if applicable, Section 7.12), standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required or permitted by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC and shall include the adoption or implementation of International Financial Reporting Standards or changes in lease accounting.

"General Partner" means CNP OGE GP LLC, a Delaware limited liability company.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Hybrid Equity Securities" means any securities issued by the Borrower, any Subsidiary or a financing vehicle of the Borrower or any Subsidiary that (a) are classified as possessing a minimum of "minimal equity content" by S&P, Basket B equity credit by Moody's, and 25% equity credit by Fitch and (b) require no repayments or prepayments and no mandatory redemptions or repurchases, in each case, prior to the date that is 91 days after the Scheduled Revolving Credit Maturity Date.

"Increase Date" is defined in Section 2.22(a).

"Increasing Lender" is defined in Section 2.22(a).

"Indebtedness" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all indebtedness of such Person for the deferred purchase price of property or services purchased (excluding current accounts payable and trade payables incurred in the ordinary course of business), (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired, (d) all Capitalized Lease Obligations in accordance with Agreement Accounting Principles, (e) all reimbursement obligations, contingent or otherwise, outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (f) unless otherwise cash collateralized, Consolidated Hedging Exposure, (g) indebtedness of the type described in clauses (a) through (f) above secured by any Lien on property or assets of such Person, whether or not assumed (but in any event if such indebtedness is not assumed or guaranteed, the amount constituting Indebtedness under this clause shall not exceed the fair market value of the property or asset subject to such security interest), (h) all direct guarantees of Indebtedness referred to in clauses (a) through (f) above of another Person, (i) all amounts payable in connection with mandatory redemptions or repurchases of Capital Stock (other than Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities) and (j) all Off Balance Sheet Indebtedness of such Person. For the purpose of determining "Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been irrevocably deposited with the proper depositary in trust.

"Indemnified Costs" is defined in Section 10.10.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" is defined in Section 9.7(b).

"Information" is defined in Section 5.14.

"Initial Financial Statements" means (a) the audited financial statements of Enogex Holdings LLC as of December 31, 2012 for the fiscal year ending on such date, (b) the audited financial statements of the business and assets of CEFS LLC and the CenterPoint Energy business and assets to be contributed to the Borrower as of December 31, 2012 for the fiscal year ending on such date and (c) the unaudited pro forma balance sheet as of December 31, 2012 and unaudited pro forma income statement for the year ending December 31, 2012, combining (i) CEFS LLC, (ii) the CenterPoint Energy business and assets to be contributed to the Borrower and (iii) Enogex.

"Initial JV Transaction" means the consummation on the Closing Date of the series of transactions to be consummated pursuant to Section 2.1 of the Master Formation Agreement on the terms and conditions set forth in the Master Formation Agreement.

"Interest Period" means, with respect to a Eurodollar Advance, a period of one, two, three or six months (or nine or twelve months if requested by the Borrower and agreed to by each of the Lenders), commencing on a Business Day selected by the Borrower pursuant to this Agreement and ending on (but excluding) the day which corresponds numerically to such date in the calendar month that is one, two, three or six months (or such other period as shall be agreed upon by all of the Lenders) thereafter; provided that (a) if there is no such numerically corresponding day in such first, second, third or sixth succeeding month or such other succeeding period, such Interest Period shall end on the last Business Day of such first, second, third or sixth succeeding month or such other succeeding period and (b) no Interest Period shall extend beyond the Scheduled Revolving Credit Maturity Date. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day; provided, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

"Investment Grade Status" exists at any date if, on such date, the Borrower has or is deemed to have pursuant to the last paragraph of the Pricing Schedule (as in effect on the Closing Date) at least two of the following Designated Ratings: a Moody's Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of Baa3 or better, a S&P Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better or a Fitch Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better.

"IPO" means an initial public offering of the Capital Stock of the Borrower, registered with the Securities Exchange Commission under the Exchange Act.

"JPMCB" means JPMorgan Chase Bank, N.A. and its successors.

"LC Application" means (a) with respect to Citibank, UBSAG, Wells Fargo and JPMCB, an application, substantially in the form attached hereto as Exhibit C-1, Exhibit C-2, Exhibit C-3 or Exhibit C-4, respectively, and (b) with respect to each other LC Issuer, an application relating to the Facility LCs issued by such LC Issuer, which such application is in form and substance reasonably satisfactory to such LC Issuer and the Borrower.

"LC Commitment" means the lesser of (a) $400,000,000 and (b) the Aggregate Commitment.

"LC Fee" is defined in Section 2.20(e).

"LC Issuer Sublimit" means, (a) with respect to each LC Issuer, the amount set forth opposite such LC Issuer's name below:

LC Issuer	LC Issuer Sublimit
Citibank, N.A.	$ 100,000,000
UBSAG	$ 100,000,000
Wells Fargo	$ 100,000,000
JPMCB	$ 100,000,000

or (b) in the case of any other LC Issuer, such amount as may be agreed among such LC Issuer, the Borrower and the Agent; provided that the aggregate LC Issuer Sublimits for all LC Issuers shall not exceed the LC Commitment.

"LC Issuers" means (a) Citibank, UBSAG, Wells Fargo and JPMCB, each in their separate capacity as an issuer of Facility LCs pursuant to Section 2.20 with respect to each Facility LC issued or deemed issued by Citibank, UBSAG, Wells Fargo or JPMCB, upon the Borrower's request, (b) Bank of America, N.A. solely in its capacity as the issuer of the letter of credit described on Schedule 1.1, in accordance with Section 2.20(a), and (c) each other financial institution designated by the Borrower and reasonably acceptable to the Agent that agrees to issue a Facility LC pursuant to Section 2.20 in its sole discretion upon the Borrower's request.

"LC Obligations" means, at any time, the sum, without duplication, of (a) the aggregate undrawn face amount of all Facility LCs outstanding at such time plus (b) the aggregate unpaid amount at such time of all Reimbursement Obligations.

"LC Participation Fee" is defined in Section 2.20(e)

"LC Payment Date" is defined in Section 2.20(f).

"Lenders" has the meaning assigned thereto in the introductory paragraph hereto. Unless otherwise specified, the term "Lenders" includes the LC Issuers and the Swing Line Lender.

"Lender Insolvency Event" means that (a) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment.

"Lending Installation" means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or on the administrative information sheets provided to the Agent in connection herewith or otherwise selected by such Lender or the Agent pursuant to Section 2.17.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Loan" means, with respect to a Lender, each loan made by such Lender pursuant to Article II (or any conversion or continuation thereof), including a Revolving Loan and a Swing Line Loan.

"Loan Documents" means this Agreement, the LC Applications, the Notes, the Fee Letters and all other documents, instruments, notes and agreements executed and delivered in connection therewith or contemplated thereby which the Agent and the Borrower designate in writing as a "Loan Document".

"Mandatorily Convertible Securities" means mandatorily convertible equity-linked securities issued by the Borrower or any Subsidiary, so long as the terms of such securities require no repayments or prepayments of principal and no mandatory redemptions or repurchases, in each case, prior to at least 91 days after the Scheduled Revolving Credit Maturity Date.

"Master Formation Agreement" means that certain Master Formation Agreement dated as of March 14, 2013 by and among CenterPoint Energy, OGE, and ArcLight.

"Material Adverse Effect" means a material adverse effect on (a) the business, condition (financial or otherwise), or operations of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower to perform its obligations under the Loan Documents, or (c) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Agent or the Lenders thereunder.

"Material Indebtedness" means Indebtedness of the Borrower and/or its Material Subsidiaries (other than Indebtedness among the Borrower and/or its Subsidiaries) in an outstanding principal amount of $100,000,000 or more in the aggregate (or the equivalent thereof in any currency other than U.S. dollars).

"Material JV Agreements" is defined in Section 4.1(a)(vi).

"Material Subsidiary" means (a) for the purposes of determining what constitutes an "Event of Default" under Sections 8.1(e), (f), (g), (h), (i), (k) and (l) a Subsidiary of the Borrower (other than an Excluded Subsidiary) whose total assets, as of any date of determination, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower, as of such date of determination, on a consolidated basis as determined in accordance with GAAP, and (b) for all other purposes the "Material Subsidiaries" shall be those Subsidiaries of the Borrower whose total assets, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower on a consolidated basis, as determined in accordance with GAAP for the Borrower's most recently completed fiscal year and identified in the certificate most recently delivered pursuant to Section 6.1(d).

"Modify" and "Modification" are defined in Section 2.20(a), but, for purposes of Article IV hereof, such term shall not include the decrease or termination of a Facility LC.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 3(37) or Section 4001(a)(3) of ERISA, which is covered by Title IV of ERISA and to which the Borrower or any member of the Controlled Group is obligated to make contributions or has been obligated to make contributions during the last six years.

"New Lenders" is defined in Section 2.22(a).

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders or all Lenders and (b) has been approved by the Required Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Extending Lender" is defined in Section 2.21.

"Non-Excluded Subsidiary" means any Subsidiary that is not an Excluded Subsidiary.

"Non-Recourse Indebtedness" means Indebtedness of any Excluded Subsidiary as to which (a) neither the Borrower nor any Non-Excluded Subsidiary provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) neither the Borrower nor any Non-Excluded Subsidiary is directly or indirectly liable as a guarantor or otherwise, (c) neither the Borrower nor any Non-Excluded Subsidiary is the lender or other type of creditor, or (d) the relevant legal documents do not provide that the lenders or other type of creditors with respect thereto will have any recourse to the stock or assets of the Borrower or any Non-Excluded Subsidiary.

"Note" is defined in Section 2.13(d).

"Obligations" means all Loans, all Reimbursement Obligations, advances, debts, liabilities and obligations owing by the Borrower to the Agent, any Lender, any LC Issuer, the Swing Line Lender, any Arranger, any affiliate of the Agent, any Lender, any LC Issuer, the Swing Line Lender, any Arranger, or any Indemnitee under the provisions of Section 9.7 or any other provisions of the Loan Documents, in each case of any kind or nature, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes all principal, interest (including interest accruing after the filing of any bankruptcy or similar petition), charges, indemnities, expenses, fees, attorneys' fees and disbursements, and any other sum chargeable to the Borrower or any of its Subsidiaries under this Agreement or any other Loan Document.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Off Balance Sheet Indebtedness" means, with respect to any Person, (a) any repurchase obligation or repurchase liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability of such Person under any sale and leaseback transactions that do not create a liability on the balance sheet of such Person, (c) any obligations under Synthetic Leases or (d) any obligation arising with respect to any other transaction which is the functional equivalent of borrowing but which does not constitute a liability on the balance sheet of such Person. As used herein, "Synthetic Lease" means a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee pursuant to Statement of Financial Accounting Standards No. 13, as amended and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"OGE" means OGE Energy Corp., an Oklahoma corporation.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Outstanding Credit Exposure" means, as to any Lender at any time, the sum of (a) the aggregate principal amount of its Revolving Loans outstanding at such time, plus (b) an amount equal to its ratable obligation to purchase participations in the LC Obligations and Swing Line Loans at such time.

"Parent Company" means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

"Participant" is defined in Section 12.2(a).

"Participant Register" is defined in Section 12.2(d).

"Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Borrower dated as of May 1, 2013 among the General Partner, CERC, OGE Enogex Holdings, LLC, a Delaware limited liability company, and Enogex Holdings LLC, a Delaware limited liability company, as modified from time to time.

"Payment Date" means the last day of each March, June, September and December and the Revolving Credit Maturity Date.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Receivables Financing" means any financing transaction or series of financing transactions (including factoring arrangements), the obligations under which are non-recourse to the Borrower and its Non-Excluded Subsidiaries (other than through recourse for breaches of representations and warranties made by the Borrower or any of the Non-Excluded Subsidiaries and such indemnities and/or credit recourse as are consistent with a true sale or absolute transfer characterization under current legal and accounting standards (it being assumed that such

standards are met by delivery of a legal opinion to such effect)), in connection with which the Borrower or any Affiliate of the Borrower may sell, convey or otherwise transfer, or grant a Lien on, accounts, payments, receivables, accounts receivable, rights to future credits, reimbursements, lease payments or other payments or residuals or similar rights to payment and in each case any related assets (collectively, "Receivables Facility Assets") to a Person that is not the Borrower or a Non-Excluded Subsidiary (including a Receivables Entity); provided that the aggregate principal or similar amount of all Permitted Receivables Financings shall not exceed at any one time outstanding 5% of Consolidated Tangible Assets.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means an employee pension benefit plan, excluding any Multiemployer Plan, which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any member of the Controlled Group may have any liability.

"Pricing Schedule" means the Schedule identifying the Applicable Margin and Applicable Fee Rate attached hereto and identified as such.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Citibank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Property" of a Person means any and all right, title and interest of such Person in or to property, whether real, personal, tangible, intangible, or mixed.

"Pro Rata Share" means, with respect to a Lender, (a) a fraction, the numerator of which is such Lender's Commitment at such time (in each case, as adjusted from time to time in accordance with the provisions of this Agreement) and the denominator of which is the Aggregate Commitment at such time, or (b) if the Aggregate Commitment has been terminated, a fraction, the numerator of which is such Lender's Outstanding Credit Exposure at such time and the denominator of which is the Aggregate Outstanding Credit Exposure at such time.

"Purchaser" is defined in Section 12.3(a).

"Qualified Project" means the construction or expansion of any capital project of the Borrower or any of its Subsidiaries, the aggregate actual or budgeted capital cost of which (in each case, including capital costs expended by the Borrower or any such Subsidiaries prior to the acquisition or construction of such project) exceeds $50,000,000.

"Qualified Project EBITDA Adjustments" means, with respect to each Qualified Project:

(a) prior to the Commercial Operation Date of a Qualified Project (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of such Qualified Project) of an amount to be approved by

the Agent (such approval not to be unreasonably withheld or delayed) as the projected Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for the first 12-month period following the scheduled Commercial Operation Date of such Qualified Project (such amount to be determined based on customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions and other reasonable factors deemed appropriate by the Agent), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for the fiscal quarter in which construction of such Qualified Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Qualified Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days but not more than 365 days, 75% and (v) longer than 365 days, 100%; and

(b) thereafter, actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for each full fiscal quarter after the Commercial Operation Date, plus the amount approved by the Agent pursuant to clause (a) above as the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for the fiscal quarters constituting the balance of the four full fiscal quarter period following such Commercial Operation Date; provided that in the event the actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for any full fiscal quarter after the Commercial Operation Date shall materially differ from the projected Consolidated EBITDA approved by the Agent pursuant to clause (a) above for such fiscal quarter, the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for any remaining fiscal quarters included in the foregoing calculation shall be redetermined in the same manner as set forth in clause (a) above, such amount to be approved by the Agent (such approval not to be unreasonably withheld or delayed), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for such fiscal quarters.

Notwithstanding the foregoing:

(A) no such additions shall be allowed with respect to any Qualified Project unless:

(1) not later than 30 days prior to the delivery of any certificate required by the terms and provisions of Section 6.1(c) to the extent Qualified Project EBITDA Adjustments are requested be made to Consolidated EBITDA in determining compliance with Section 7.11, the Borrower shall have delivered to the Agent (i) written pro forma projections of Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project and (ii) a

certificate of the Borrower certifying that all written information provided to the Agent for purposes of approving such pro forma projections (including information relating to customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions) was prepared in good faith based upon assumptions that were reasonable at the time they were made; and

(2) prior to the date such certificate is required to be delivered, the Agent shall have approved (such approval not to be unreasonably withheld) such projections and shall have received such other information and documentation as the Agent may reasonably request, all in form and substance satisfactory to the Agent; and

(B) the aggregate amount of all Qualified Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA of the Borrower and its Subsidiaries for such period (which total actual Consolidated EBITDA shall be determined without including any Qualified Project EBITDA Adjustments).

"Rating Agency" is defined on the Pricing Schedule.

"Recipient" means (a) the Agent, (b) any Lender, (c) any LC Issuer, and (d) the Swing Line Lender, as applicable.

"Receivables Entity" means any Excluded Subsidiary formed or utilized for the special purpose of (a) effecting a Permitted Receivables Financing and (b) engaging in activities reasonably related or incidental thereto.

"Receivables Facility Assets" is defined in the definition of "Permitted Receivables Financing".

"Regulation U" means Regulation U of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by banks for the purpose of purchasing or carrying margin stock (as defined therein) applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Reimbursed Party" is defined in Section 9.7(a).

"Reimbursement Obligations" means, at any time, the aggregate of all obligations of the Borrower then outstanding under Section 2.20 to reimburse each LC Issuer for amounts paid by such LC Issuer in respect of any one or more drawings under Facility LCs.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, representatives, agents, managers, administrators, trustees, and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan subject to Title IV of ERISA, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event; provided that a failure to meet the minimum funding standard of Section 412 or 430 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Code.

"Required Lenders" means Lenders in the aggregate having Commitments of greater than fifty percent (50%) of the Aggregate Commitment or, if the Aggregate Commitment has been terminated, Lenders in the aggregate holding greater than fifty percent (50%) of the Aggregate Outstanding Credit Exposure, subject to Section 9.1(b).

"Restricted Payments" means, with respect to any Person, (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of such Person, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Capital Stock of any such Person, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of such Person, now or hereafter outstanding, and (d) the payment by such Person of any management, advisory or consulting fee to any other Person who is directly or indirectly a significant partner, shareholder, owner or executive officer of such Person; provided that this clause (d) shall not include the payment, in the ordinary course, of any brokers, finders or similar fees as determined appropriate by their respective governing bodies in their reasonable discretion.

"Revolving Credit Maturity Date" means the earlier of (a) the Scheduled Revolving Credit Maturity Date and (b) the date of termination in whole of the Aggregate Commitment pursuant to Section 2.5(b) or the Commitments pursuant to Section 8.2.

"Revolving Loan" means, with respect to a Lender, each loan made by such Lender pursuant to its commitment to lend set forth in Section 2.1 (or any conversion or continuation thereof).

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc, and any successor thereto.

"Sanctioned Entity" shall mean (a) an agency of the government of, (b) an organization directly or indirectly owned or controlled by, or (c) an individual that acts on behalf of, a country that is subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/enforcement/ofac/programs, or as otherwise published from time to time, to the extent that such program administered by OFAC is applicable to any such agency, organization or person.

"Sanctioned Person" shall mean a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/enforcement/ofac/sdn/index.html, or as otherwise published from time to time.

"Scheduled Revolving Credit Maturity Date" means May 1, 2018, as it may be extended pursuant to Section 2.21.

"Single Employer Plan" means a Plan maintained by the Borrower or any member of the Controlled Group for employees of the Borrower or any member of the Controlled Group.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Acquisition" means any one or more related transactions (a) pursuant to which the Borrower or any of its Subsidiaries (other than an Excluded Subsidiary) acquires for an aggregate principal purchase price of not less than $50,000,000 (i) more than 50% of the Capital Stock in any other Person or (ii) other Property or assets (other than acquisitions of Capital Stock of a Person, capital expenditures and acquisitions of inventory or supplies in the ordinary course of business) of, or of an operating division or business unit of, any other Person, and (b) which is designated by the Borrower (by written notice to the Agent) as a "Specified Acquisition".

"Specified Change" is defined in the term "Change in Law".

"Subsidiary" means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person; unless otherwise specified, "Subsidiary" means a Subsidiary of the Borrower.

"Substantial Portion" means, with respect to the Property of the Borrower and its Subsidiaries, Property which represents more than 25% of the consolidated assets of the Borrower and its Subsidiaries or property which is responsible for more than 25% of the Consolidated Net Income of the Borrower and its Subsidiaries, in each case, as would be shown

in the consolidated financial statements of the Borrower and its Subsidiaries as at the end of the four fiscal quarter period ending with the fiscal quarter immediately prior to the fiscal quarter in which such determination is made (or if financial statements have not been delivered hereunder for that fiscal quarter which ends such four fiscal quarter period, then the financial statements delivered hereunder for the quarter ending immediately prior to that quarter).

"Swap Agreements" means any agreement with respect to any swap, forward, future or other derivative transaction or option or similar agreement entered into by the Borrower or any of its Subsidiaries in order to provide protection to the Borrower and/or its Subsidiaries against fluctuations in future interest rates, currency exchange rates or commodity prices.

"Swing Line Borrowing Notice" is defined in Section 2.23(b).

"Swing Line Lender" means Citibank or such other Lender which may succeed to its rights and obligations as Swing Line Lender pursuant to the terms of this Agreement.

"Swing Line Limit" means a maximum principal amount of $100,000,000 at any one time outstanding.

"Swing Line Loan" means a Loan made available to the Borrower by the Swing Line Lender pursuant to Section 2.23.

"Swing Line Rate" means, for any day, the sum of (i) the Eurodollar Rate for a one-month Interest Period that begins on such day plus (ii) the Applicable Margin with respect to Eurodollar Advances.

"Syndication Agent" means UBS Securities, in its capacity as Syndication Agent hereunder.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Transaction Costs" means all fees, costs and expenses incurred or payable by the Borrower or any Subsidiary in connection with the negotiation, execution and consummation of (a) this Agreement and the other Loan Documents (including the commitment letters and all fees payable hereunder or pursuant to any Fee Letter on the Closing Date pursuant to Section 10.9) and (b) the 2013 Term Loan Agreement and the other "Loan Documents" related thereto and as defined therein (including the commitment letters and all fees payable on the "Closing Date" thereunder and as defined therein).

"Transactions" means, collectively, (a) the Initial JV Transaction, (b) the effectiveness of this Agreement and (c) the effectiveness and funding of the 2013 Term Loan Facility on the Closing Date.

"Transferee" is defined in Section 12.4.

"Type" means, with respect to any Advance, its nature as a Base Rate Advance or a Eurodollar Advance and with respect to any Loan, its nature as a Base Rate Loan or a Eurodollar Loan.

"UBSAG" means UBS AG, Stamford Branch and its successors.

"UBS Securities" means UBS Securities LLC.

"Unfunded Liabilities" means the amount (if any) by which the present value of all vested and unvested accrued benefits under each Single Employer Plan subject to Title IV of ERISA exceeds the fair market value of all such Plan's assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan for which a valuation report is available, using actuarial assumptions for funding purposes as set forth in such report.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"Voting Stock" means all classes of the Capital Stock (or other voting interests) of such Person then outstanding and normally entitled to vote in the election of directors or other governing body of such Person.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association, and its successors.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means the Borrower and the Agent.

Section 1.2. **Other Definitions and Provisions.** With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document: (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (d) the word "will" shall be construed to have the same meaning and effect as the word "shall", (e) any reference herein to any Person shall be construed to include such Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (h) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (i) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".

Section 1.3. **Rounding.** Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.4. **References to Agreement and Laws.** Unless otherwise expressly provided herein, (a) references to formation documents, governing documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by the Loan Documents; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

Section 1.5. **Times of Day.** Unless otherwise specified, all references herein to times of day shall be references to New York City time.

Section 1.6. **Facility LC Amounts.** Unless otherwise specified, all references herein to the amount of a Facility LC at any time shall be deemed to mean the maximum face amount of such Facility LC after giving effect to all increases thereof contemplated by such Facility LC, the LC Application therefor or the notice regarding the Modification thereof (at the time specified therefor in such applicable Facility LC, LC Application or such notice, and as such amount may be reduced by (a) any permanent reduction of such Facility LC or (b) any amount which is drawn, reimbursed and no longer available under such Facility LC).

ARTICLE II.

THE CREDITS

Section 2.1. **Commitment.** Subject to the satisfaction of the conditions precedent set forth in Sections 4.1 and 4.2, as applicable, from and including the Closing Date and prior to the Revolving Credit Maturity Date, each Lender severally agrees, on the terms and conditions set forth in this Agreement to (a) make Revolving Loans to the Borrower from time to time and (b) participate in Facility LCs and Swing Line Loans issued or made, respectively, from time to time upon the request of the Borrower, in an aggregate outstanding amount not to exceed such Lender's Commitment; provided that at no time shall the Aggregate Outstanding Credit Exposure hereunder exceed the Aggregate Commitment. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow Loans at any time prior to the Revolving Credit Maturity Date. The commitment of each Lender to lend hereunder and to participate in Facility LCs and Swing Line Loans shall expire on the Revolving Credit Maturity Date applicable to it. The LC Issuers hereby agree to issue Facility LCs hereunder on the terms and conditions set forth in Section 2.20. The Swing Line Lender hereby agrees to make Swing Line Loans to the Borrower on the terms and conditions set forth in Section 2.23.

Section 2.2. **Repayment; Termination.** Any outstanding Loans and other outstanding Obligations (other than contingent indemnification obligations and LC Obligations that have been Cash Collateralized in accordance with Section 2.20(b)) shall be repaid in full by the Borrower on the Revolving Credit Maturity Date. Notwithstanding the termination of this Agreement on the Revolving Credit Maturity Date, until all of the Obligations (other than contingent indemnification obligations and LC Obligations that have been Cash Collateralized in accordance with Section 2.20(b)) shall have been fully paid and satisfied, all of the rights and remedies under this Agreement and the other Loan Documents shall survive. In addition, the Borrower shall make all payments required under Section 2.21 to each Lender that does not consent to the extension of the Scheduled Revolving Credit Maturity Date.

Section 2.3. **Ratable Loans.** Each Advance hereunder (other than any Swing Line Loan) shall consist of Loans made from the several Lenders in accordance with their Pro Rata Share.

Section 2.4. **Types of Advances.** The Advances (other than any Swing Line Loan) may be Base Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower in accordance with Sections 2.8 and 2.9. The Borrower may request Swing Line Loans in accordance with Section 2.23.

Section 2.5. **Commitment Fee; Reductions in Aggregate Commitment**.

(a) Commitment Fee. The Borrower agrees to pay to the Agent for the account of each Lender (subject, with respect to any Defaulting Lender, to the limitations set forth in Section 2.24(a)(iii)) a commitment fee (the "Commitment Fee") at a per annum rate equal to the Applicable Fee Rate on such Lender's unused Commitment (it being understood that Swing Line Loans (to the extent participations therein have not been funded by the Lenders pursuant to Section 2.23(d)(ii)) will not be deemed a utilization of the Commitments solely for purposes of this Section) from the Closing Date to the Revolving Credit Maturity Date applicable thereto, payable on each Payment Date and the Revolving Credit Maturity Date; provided that, if any Lender continues to have Loans outstanding hereunder after the Revolving Credit Maturity Date, then the Commitment Fee shall continue to accrue on the aggregate principal amount of the Loans owed to such Lender until the date on which such Loans are repaid in full.

(b) Reductions in Aggregate Commitment. The Borrower may without premium or penalty permanently reduce the Aggregate Commitment in whole, or in part, ratably among the Lenders in a minimum amount of $10,000,000 or any integral multiple of $1,000,000 in excess thereof, upon at least three (3) Business Days' written notice to the Agent, which notice shall specify the amount of any such reduction; provided that the amount of the Aggregate Commitment may not be reduced below the aggregate principal amount of the outstanding Advances, after taking into account any prepayments to be made on or before such date.

Section 2.6. **Minimum Amount of Each Advance.** Each Eurodollar Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), and each Base Rate Advance (other than an Advance to repay Swing Line Loans) shall be in the minimum amount of $1,000,000 (and in multiples of $500,000 if in excess thereof); provided, that any Base Rate Advance may be in the amount of the unused Aggregate Commitment .

Section 2.7. **Prepayments.**

(a) Optional Prepayments. The Borrower may from time to time prepay, without penalty or premium, all outstanding Base Rate Advances, or any portion thereof in a minimum aggregate amount of $1,000,000 or any integral multiple of $500,000 in excess thereof, on any Business Day upon notice to the Agent by no later than 11:00 a.m. on the date of such prepayment. The Borrower may at any time prepay, without penalty or premium, all outstanding Swing Line Loans, or any portion thereof, on any Business Day upon notice to the Agent and the Swing Line Lender by 11:00 a.m. on the date of such repayment. The Borrower may from time to time prepay, subject to the payment of any amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances, or any portion thereof in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof upon at least two (2) Business Days' prior notice to the Agent (or such shorter period as may be acceptable to the Agent). Subject to the terms and conditions hereof, the Borrower may borrow, repay and reborrow Revolving Loans and Swing Line Loans hereunder until the Revolving Credit Maturity Date. Each prepayment of the Loans under this Section 2.7 shall be applied as specified by the Borrower; and each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares or, in the case of Swing Line Loans, to the Swing Line Lender.

(b) Mandatory Prepayments. If, on any Business Day, the Aggregate Outstanding Credit Exposures exceed the Aggregate Commitment (an "Excess"), then the Borrower shall, within two (2) Business Days after the earlier of (i) the Borrower's receipt of written notice of an Excess from the Agent and (ii) the date any Authorized Officer has actual knowledge of such Excess, solely to the extent of such Excess: *first*, prepay to the Swing Line Lender the outstanding principal amount of the Swing Line Loans; *second*, if any Excess shall remain, prepay to the Agent, for the ratable account of each of the Lenders, in whole or in part, a principal amount of Revolving Loans comprising part of the same Borrowing(s) selected by the Borrower; and *third*, if any Excess shall remain, Cash Collateralize the Facility LCs in an amount that will eliminate such Excess.

Section 2.8. **Method of Selecting Types and Interest Periods for New Advances (other than Swing Line Loans).** The Borrower shall select the Type of Advance (other than any Swing Line Loan which is subject to Section 2.23) and, in the case of each Eurodollar Advance, the Interest Period applicable thereto from time to time. The Borrower shall give the Agent irrevocable notice (a "Borrowing Notice") in accordance with Section 2.14, which, when in writing, shall be in substantially the form attached hereto as Exhibit G, not later than 11:00 a.m. on the Borrowing Date of each Base Rate Advance and by 11:00 a.m. three (3) Business Days before the Borrowing Date for each Eurodollar Advance to be made on such Borrowing Date (or, in the case of any Eurodollar Advance to be made on the Closing Date, by 11:00 a.m. two (2) Business Days before the Closing Date), in each case, specifying:

(a) the Borrowing Date, which shall be a Business Day, of such Advance;

(b) the aggregate amount of such Advance;

(c) the Type of Advance selected; and

(d) in the case of a Eurodollar Advance, the Interest Period applicable thereto.

Not later than 1:00 p.m. on each Borrowing Date, each Lender (subject to the satisfaction of the applicable conditions precedent set forth in Article IV) shall make available its Revolving Loan or Revolving Loans in funds immediately available to the Agent at its address specified pursuant to Section 9.20. The Agent will promptly make the funds so received from the Lenders available to the Borrower at the Agent's aforesaid address. If the Borrower requests a Eurodollar Advance but fails to specify an Interest Period therefor, such Eurodollar Advance will be deemed to have an Interest Period of one month.

Section 2.9. **Conversion and Continuation of Outstanding Advances.** Base Rate Advances shall continue as Base Rate Advances unless and until such Base Rate Advances are converted into Eurodollar Advances pursuant to this Section 2.9 or are repaid in accordance with Section 2.7. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Base Rate Advance unless (x) such Eurodollar Advance is or was repaid in accordance with Section 2.7 or (y) the Borrower shall have given the Agent a Conversion/Continuation Notice requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.6, the Borrower may elect from time to time to convert all or any part of a Base Rate Advance into a Eurodollar Advance. The Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") in accordance with Section 2.14, which, when in writing, shall be in substantially the form attached hereto as Exhibit H, of each conversion of a Base Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 11:00 a.m. on the third Business Day prior to the date of the requested conversion or continuation, specifying:

(a) the requested date, which shall be a Business Day, of such conversion or continuation;

(b) the aggregate amount and Type of the Advance which is to be converted or continued; and

(c) the duration of the Interest Period applicable thereto.

If the Borrower requests a conversion to, or continuation of a Eurodollar Advance but fails to specify an Interest Period therefor, such Eurodollar Advance will be deemed to have an Interest Period of one month. After giving effect to all Advances, all conversions of Advances from one Type to the other, and all continuations of Advances as the same Type, there shall not be more than ten Interest Periods in effect.

Section 2.10. **Changes in Interest Rate, etc.** Each Base Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Base Rate Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.9, at a rate per annum equal to the Base Rate for such day. Each Swing Line Loan shall bear interest on the outstanding principal amount thereof, for each day from and including the day such Swing Line Loan is made to but excluding the date it is paid, at a rate per annum equal to the Swing Line Rate for such day. Changes in the rate of

interest on that portion of any Advance maintained as a Base Rate Advance or on a Swing Line Loan will take effect simultaneously with each change in the Alternate Base Rate or Eurodollar Rate, respectively. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the Eurodollar Rate for such Interest Period, as determined by the Agent. No Interest Period may end after the Scheduled Revolving Credit Maturity Date. The Borrower shall select Interest Periods so that it is not necessary to repay any portion of a Eurodollar Advance prior to the last day of the applicable Interest Period in order to make a mandatory prepayment required pursuant to the last sentence of Section 2.2.

Section 2.11. **Rates Applicable After Event of Default.** Notwithstanding anything to the contrary contained in Section 2.8, 2.9 or 2.10, upon the occurrence and during the continuance of an Event of Default, the Required Lenders may, at their option, by notice to the Borrower, declare that no Advance may be made as, converted into or continued as a Eurodollar Advance. If all or a portion of (a) the principal amount of any Loan or any Reimbursement Obligation, (b) any interest payable thereon, or (c) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest, payable from time to time on demand, at a rate per annum equal to the Default Rate, in each case from the date of such non-payment until such amount is paid in full.

Section 2.12. **Method of Payment.** All payments of the Obligations hereunder shall be made, without setoff or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Section 9.20, or at any other Lending Installation of the Agent specified in writing by the Agent to the Borrower, by noon on the date when due and shall be applied ratably (except in the case of (a) Reimbursement Obligations for which an LC Issuer has not been fully indemnified by the Lenders, (b) Swing Line Loans or (c) as otherwise specifically required hereunder) by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at such Lender's address specified pursuant to Section 9.20 or at any Lending Installation specified in a notice received by the Agent from such Lender.

Section 2.13. **Noteless Agreement; Evidence of Indebtedness.**

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period (in the case of a Eurodollar Advance) with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the original face amount of each Facility LC and the amount of LC Obligations outstanding at any time, and (iv) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries maintained in the accounts maintained pursuant to paragraphs (a) and (b) above shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded absent manifest error; provided, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(d) Any Lender may request that its Loans be evidenced by a promissory note, or in the case of the Swing Line Lender, promissory notes representing its Revolving Loans and Swing Line Loans, respectively, in substantially the form of Exhibit D with applicable changes for notes evidencing Swing Line Loans (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender such Note payable to such Lender. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (a) and (b) above.

Section 2.14. **Telephonic Notices.** The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices (confirmed promptly in writing) made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of the Borrower. The Borrower agrees to deliver promptly to the Agent a written confirmation of each telephonic notice, signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

Section 2.15. **Interest Payment Dates; Interest and Fee Basis.** Interest accrued on each Base Rate Advance and Swing Line Loan shall be payable in arrears on each Payment Date, commencing with the first such date to occur after the Closing Date, on any date on which the Base Rate Advance or Swing Line Loan is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance shall be payable on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest on Base Rate Advances when the Alternate Base Rate is determined by the Prime Rate shall be calculated for actual days elapsed on the basis of a 365, or when appropriate 366, day year. All other computations of interest, LC Fees and all other fees shall be calculated for actual days elapsed on the basis of a 360-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to noon at the place of payment. If any payment of principal of or interest on an Advance, any fees or any other amounts payable to the Agent or any Lender hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest and fees in connection with such payment.

Section 2.16. **Notification of Advances, Interest Rates, Prepayments and Commitment Reductions.** Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Aggregate Commitment reduction notice, Borrowing Notice, Swing Line Borrowing Notice, Conversion/Continuation Notice, and prepayment notice received by it hereunder. The applicable LC Issuer shall notify the Agent promptly after the issuance of a Facility LC, and the Agent will notify each Lender of such issuance. The Agent will notify the Borrower and each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give the Borrower and each Lender prompt notice of each change in the Alternate Base Rate.

Section 2.17. **Lending Installations.** Each Lender may book its Loans and its participation in any LC Obligations and Swing Line Loans, and each LC Issuer may book its Facility LCs, at any Lending Installation selected by such Lender or LC Issuer, as applicable, and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans, Facility LCs, participations in LC Obligations and Swing Line Loans and any Notes issued hereunder shall be deemed held by each Lender or LC Issuer, as applicable, for the benefit of any such Lending Installation. Each Lender and LC Issuer may, by written notice to the Agent and the Borrower in accordance with Section 9.20, designate replacement or additional Lending Installations through which Loans will be made by it or Facility LCs will be issued by it and for whose account Loan payments or payments with respect to Facility LCs are to be made.

Section 2.18. **Non-Receipt of Funds by the Agent.** Unless the Borrower notifies the Agent prior to the time which it is scheduled to make payment to the Agent of a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If the Borrower has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to the interest rate applicable to the relevant Loan.

Section 2.19. **Replacement of Lender.** If (w) any Lender requests compensation under Section 3.1, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5 and, in each case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further claims for such indemnity, compensation or payment, (x) any Lender is a Defaulting Lender or a Non-Consenting Lender, (y) any Lender's obligation to make or to convert or continue outstanding Loans or Advances as Eurodollar Loans or Eurodollar Advances has been suspended pursuant to Section 3.3, and, in each such case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further suspension or (z) in addition to the rights of the Borrower under Section 2.21, any Lender is a Non-Extending Lender and the Required Lenders have approved the related Extension Request, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate (provided that the failure by any such Lender that is a Defaulting Lender to execute an Assignment and Assumption Agreement shall

not render such assignment invalid), without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.3), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or 3.5) and obligations under this Agreement and the related Loan Documents (other than, if such Lender is an LC Issuer that has issued any outstanding Facility LCs at such time, its rights and obligations as an LC Issuer with respect to such Facility LCs) to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(a) the Borrower shall have received (i) the prior written consent of the Agent, the Swing Line Lender, and each LC Issuer with respect to any assignee that is not already a Lender or an affiliate of a Lender hereunder, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) the consent of such assignee to the assignment, (iii) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the consent of the applicable assignee to the applicable amendment, waiver or consent and (iv) in the case of an assignment resulting from a Lender becoming a Non-Extending Lender, the consent of the applicable assignee to the applicable Extension Request;

(b) the Agent shall have received the assignment fee specified in Section 12.3(c) unless (i) waived by the Agent or (ii) the assignee is another Lender;

(c) such Lender shall have received payment of an amount equal to its funded and outstanding principal balance of its Outstanding Credit Exposure, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including (other than with respect to any Defaulting Lender) any amounts under Section 3.4) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(d) in the case of any such assignment resulting from (i) a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.5, such assignment will result in a reduction in such compensation or payments thereafter or (ii) a suspension under Section 3.3, such assignment shall be made to a Lender or Eligible Assignee which is not subject to such a suspension; and

(e) such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment cease to apply.

Section 2.20. **Facility LCs**.

(a) Issuance. Each LC Issuer hereby agrees, on the terms and conditions set forth in this Agreement, to issue standby letters of credit for any lawful purpose (each such letter of credit, a "Facility LC") denominated in Dollars and to renew, extend, increase, decrease or otherwise modify each Facility LC ("Modify," and each such action, a "Modification"), from time to time from and including the Closing Date and prior to the Revolving Credit Maturity Date upon the request of the Borrower; provided that immediately after each such Facility LC is issued or Modified, (i) the LC Obligations shall not exceed the LC Commitment, (ii) the

Aggregate Outstanding Credit Exposure shall not exceed the Aggregate Commitment and (iii) the aggregate amount of LC Obligations of any LC Issuer at any time shall not exceed such LC Issuer's LC Issuer Sublimit, unless otherwise expressly agreed by such LC Issuer. On the Closing Date, the letter of credit heretofore issued by Bank of America, N.A. described on Schedule 1.1 shall automatically, and without any further action by any party, constitute a Facility LC issued pursuant to this Section 2.20, and Bank of America, N.A., solely for the purpose of maintaining such letter of credit, shall constitute an LC Issuer for so long as (and only for so long as) such letter of credit remains outstanding.

(b) Expiration of Facility LCs. In the event that the expiry date of a Facility LC is later than five (5) Business Days prior to the Scheduled Revolving Credit Maturity Date, prior to such date that is five (5) Business Days prior to the Scheduled Revolving Credit Maturity Date, the Borrower shall deliver to the Agent cash, to be held by the Agent, for the benefit of the LC Issuers and the Lenders, in the Cash Collateral Account as security for the LC Obligations in respect of subsequent drawings under such Facility LC in an amount equal to 100% of the face amount of such outstanding Facility LC plus related fees and expenses with respect to such outstanding Facility LC over its remaining term (which cash will be invested pursuant to the requirements of Section 2.20(j)), pursuant to documentation in form and substance reasonably satisfactory to the Agent and the applicable LC Issuer. Any Facility LC with a one-year tenor may provide for the renewal thereof for additional one-year periods. If any Facility LC contains a provision pursuant to which it is deemed to be automatically renewed unless notice of termination is given by the applicable LC Issuer with respect to such Facility LC, such LC Issuer shall timely give notice of termination if (A) as of the close of business on the seventeenth (17th) day prior to the last day upon which such LC Issuer's notice of termination may be given to the beneficiaries of such Facility LC, such LC Issuer has received a notice of termination from the Borrower or a notice from the Agent that the conditions to issuance of such Facility LC have not been satisfied or (B) the renewed Facility LC would extend beyond the date that is five (5) Business Days prior to the Scheduled Revolving Credit Maturity Date (unless such Facility LC is Cash Collateralized per the terms of this Section 2.20(b)).

(c) Participations. Upon (i) the issuance by the applicable LC Issuer of each Facility LC in accordance with this Section 2.20 and (ii) the Modification of each Facility LC increasing or decreasing the face amount thereof in accordance with this Section 2.20, the applicable LC Issuer shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from such LC Issuer, a participation in such Facility LC (and each Modification thereof) and the related LC Obligations in proportion to such Lender's Pro Rata Share.

(d) Procedures for Issuing or Modifying a Facility LC. Subject to Section 2.20(a) and (b), (i) to request the issuance of a Facility LC, the Borrower shall deliver an LC Application to the applicable LC Issuer prior to 11:00 a.m. at least three (3) Business Days prior to the proposed date of issuance thereof and (ii) to request a Modification of a Facility LC, the Borrower shall deliver notice thereof to the applicable LC Issuer prior to 11:00 a.m. at least three (3) Business Days prior to the proposed date of Modification, identifying the Facility LC to be Modified and specifying the name and address of the beneficiary, the proposed date of Modification, the expiry date of such Modified Facility LC and such other information as shall

be reasonably requested by such LC Issuer to Modify such Facility LC, accompanied by the written consent of the beneficiary thereto to the extent such consent is required pursuant to the terms of such Facility LC. Upon the applicable LC Issuer's receipt of an LC Application or a notice of Modification, such LC Issuer shall promptly notify the Agent, and, in the case of an issuance of a Facility LC only, the Agent shall then promptly notify each Lender of the contents thereof and of the amount of such Lender's participation in such Facility LC. Subject to each LC Issuer's agreements set forth herein, each Facility LC issued by such LC Issuer shall be in a form reasonably satisfactory to such LC Issuer. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any LC Application or any other agreement entered into by the Borrower with an LC Issuer relating to any Facility LC, the terms of this Agreement shall control.

(e) LC Fees. The Borrower shall pay to the Agent, for the account of the Lenders (subject, with respect to any Defaulting Lender, to the limitations set forth in Section 2.24(a)(iii)) ratably in accordance with their respective Pro Rata Shares, with respect to each Facility LC, a letter of credit fee at a per annum rate equal to the Applicable Margin for Eurodollar Loans in effect from time to time on the average daily undrawn face amount under such Facility LC, such fee to be payable in arrears on each Payment Date (the "LC Participation Fee"). The Borrower shall also pay to each LC Issuer for its own account (i) a fronting fee at a per annum rate equal to 0.15% on the average daily undrawn face amount under each Facility LC issued by such LC Issuer, such fee to be payable in arrears on each Payment Date, and (ii) normal and customary charges, costs and reasonable expenses incurred or charged by such LC Issuer in connection with the issuance or Modification of and draws under the Facility LCs issued by such LC Issuer in accordance with such LC Issuer's standard schedule for such charges as in effect from time to time. Each fee described in this Section 2.20(e) shall constitute an "LC Fee".

(f) Administration; Reimbursement by Lenders. Upon receipt from the beneficiary of any Facility LC of any demand for payment under such Facility LC, the applicable LC Issuer shall notify the Agent and the Agent shall promptly notify the Borrower and each other Lender as to the amount to be paid by the LC Issuer as a result of such demand and the proposed payment date (the "LC Payment Date"). The responsibility of each LC Issuer to the Borrower and each Lender shall be only to determine that the documents (including each demand for payment) delivered under each Facility LC in connection with such presentment shall be in strict conformity with the terms and conditions of such Facility LC. Each LC Issuer shall endeavor to exercise the same care in the issuance and administration of the Facility LCs as it does with respect to letters of credit in which no participations are granted, it being understood that each Lender shall be unconditionally and irrevocably liable without regard to the occurrence of any Event of Default or any condition precedent whatsoever, to reimburse such LC Issuer on demand without offset of any kind for (i) such Lender's Pro Rata Share of the amount of each payment made by such LC Issuer under each Facility LC with respect to any drawing or other demand for payment made by a beneficiary thereunder prior to the Scheduled Revolving Credit Maturity Date (it being understood and agreed that no Lender shall have any obligation to reimburse any LC Issuer with respect to any drawing or other demand for payment under any Facility LC made after the Scheduled Revolving Credit Maturity Date, regardless of whether the Borrower has complied with any obligation to deliver Cash Collateral in respect of such Facility LC pursuant to the terms of this Agreement), to the extent such amount is not reimbursed by the

Borrower pursuant to Section 2.20(g) below, plus (ii) interest on the foregoing amount to be reimbursed by such Lender, from and including the date such payment is made by such LC Issuer to the date on which such Lender pays the amount to be reimbursed by it, at a rate of interest per annum equal to the Federal Funds Effective Rate for the first three (3) days and, thereafter, at a rate of interest equal to the rate applicable to Base Rate Advances.

(g) Reimbursement by Borrower. The Borrower shall be irrevocably and unconditionally obligated to reimburse each LC Issuer on the applicable LC Payment Date (if notified of such drawing prior to 1:00 p.m. on such date, otherwise on the next Business Day following receipt of such notice) for any amounts to be paid by such LC Issuer upon any drawing under any Facility LC, without presentment, demand (other than as set forth above), protest or other formalities of any kind; provided that to the extent the Borrower does not reimburse the applicable LC Issuer on the applicable LC Payment Date (or the next Business Day, as applicable), then the Borrower shall be deemed to have requested that the Swing Line Lender make a Swing Line Loan on such date; and provided further that neither the Borrower nor any Lender shall hereby be precluded from asserting any claim for direct (but not consequential, special, indirect or punitive) damages suffered by the Borrower or such Lender to the extent, but only to the extent, caused by (i) such LC Issuer's gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction by final non-appealable judgment or (ii) such LC Issuer's failure to pay under any Facility LC issued by it after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. Each LC Issuer will pay to each Lender (other than any Defaulting Lender to the extent such Defaulting Lender has not provided Cash Collateral for the LC Issuers' Fronting Exposure in respect thereof) ratably in accordance with its Pro Rata Share all amounts received by it from the Borrower for application in payment, in whole or in part, of the Reimbursement Obligation in respect of any Facility LC issued by such LC Issuer, but only to the extent such Lender has made payment to such LC Issuer in respect of such Facility LC pursuant to Section 2.20(f). Subject to the terms and conditions of this Agreement (including the submission of a Borrowing Notice in compliance with Section 2.8 and the satisfaction of the applicable conditions precedent set forth in Article IV), the Borrower may request an Advance hereunder for the purpose of satisfying any Reimbursement Obligation.

(h) Obligations Absolute.

(i) The Borrower's obligations under this Section 2.20 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have or have had against any LC Issuer, any Lender or any beneficiary of a Facility LC.

(ii) The Borrower further agrees with the LC Issuers and the Lenders that the LC Issuers and the Lenders shall not be responsible for, and the Borrower's Reimbursement Obligation in respect of any Facility LC shall not be affected by, among other things, (A) the validity or genuineness of documents, instruments or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged, (B) any dispute between or among the Borrower, any of its Affiliates, the beneficiary of any Facility LC or any financing institution or other party to whom any Facility LC may be transferred or any claims or

defenses whatsoever of the Borrower or of any of its Affiliates against the beneficiary of any Facility LC or any such transferee, (C) the existence of any claims, set-off, defense or other right whatsoever of the Borrower against any beneficiary of such Facility LC or any such transferee, (D) any lack of validity or enforceability of any Facility LC or this Agreement, or any term of provision therein or herein, (E) payment by the LC Issuer under a Facility LC against presentation of a draft or other document that does not comply with the terms of such Facility LC, or (F) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder or under any Facility LC.

(iii) No LC Issuer shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Facility LC.

(iv) The Borrower agrees that any action taken or omitted by any LC Issuer or Lender under or in connection with each Facility LC and the related drafts and documents, if done without gross negligence, willful misconduct or bad faith, as determined by a final, non-appealable judgment of a court of competent jurisdiction, shall be binding upon the Borrower and shall not result in any liability of such LC Issuer or Lender to the Borrower.

(v) Nothing in this Section 2.20(h) is intended to limit the right of the Borrower to make a claim against the applicable LC Issuer for damages as contemplated by the second proviso to the first sentence of Section 2.20(g).

(i) Actions of the LC Issuers. Each LC Issuer shall be entitled to rely, and shall be fully protected in relying, upon any Facility LC, draft, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or other document reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by such LC Issuer. In the absence of (x) willful misconduct, gross negligence or bad faith of the applicable LC Issuer (as determined by a final, non-appealable judgment of a court of competent jurisdiction) in determining whether a request presented under any Facility LC complied with the terms of such Facility LC or (y) the applicable LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC, such LC Issuer shall be fully (a) justified in failing or refusing to take any action under this Agreement unless it shall first have received such advice or concurrence of the Required Lenders as it reasonably deems appropriate or it shall first be indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action, and (b) protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon the Lenders and any future holders of a participation in any Facility LC.

(j) Cash Collateral Account.

(i) Establishment of Cash Collateral Account. If the Borrower is required to provide Cash Collateral under the terms of this Agreement, the Borrower and the Agent shall establish the Cash Collateral Account, and the Borrower shall execute any documents and agreements that the Agent reasonably requests in connection therewith to establish the Cash Collateral Account, including, if so requested, an assignment of deposit accounts in form and substance reasonably satisfactory to the Agent and the Borrower. The Borrower hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders (including the LC Issuers), and agrees to maintain, a first priority security interest in the Cash Collateral Account and all of the Borrower's right, title and interest in and to all Cash Collateral which may from time to time be on deposit in the Cash Collateral Account, and all proceeds thereof, to secure the prompt and complete payment and performance of the Obligations. If at any time the Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Agent and the LC Issuers as herein provided, or that the total amount of such Cash Collateral is less than the amount required to be deposited under this Agreement, the Borrower will, promptly upon demand by the Agent, pay or provide to the Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by any Defaulting Lender).

(ii) Application of Funds. Moneys in the Cash Collateral Account held in respect of LC Obligations arising from a particular Facility LC shall be applied by the Agent to reimburse the LC Issuer that issued such Facility LC for Reimbursement Obligations that arise in connection with such Facility LC for which it has not been reimbursed and, to the extent not so applied, and subject to clause (iii) below, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Fronting Exposure with respect to such Facility LC at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the applicable LC Issuer), be applied to satisfy other Obligations of the Borrower.

(iii) Release of Funds. If no Event of Default has occurred and is continuing, within three Business Days of the Borrower's written request, the Agent shall release to the Borrower any and all funds held in the Cash Collateral Account above the aggregate amounts then expressly required, if any, to be deposited and held as Cash Collateral under all relevant provisions of this Agreement. In addition, after all of the Obligations have been paid in full (other than contingent indemnification obligations), the Aggregate Commitment has been terminated and all Facility LCs have been terminated or expired, any funds remaining in the Cash Collateral Account shall be returned by the Agent to the Borrower or paid to whomever may be legally entitled thereto at such time.

(iv) Administration of Cash Collateral Account. The Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the Cash Collateral Account. If and when required by the Borrower, the Agent shall invest and reinvest funds held in the Cash Collateral Account from time to time in cash equivalents specified from time to time by the Borrower and reasonably acceptable to the Agent. Interest or profits, if any, on such investments shall accumulate in such account. The Agent shall exercise reasonable care in the custody and preservation of any funds held in the Cash Collateral Account and shall be deemed to have exercised such care if

such funds are accorded treatment substantially equivalent to that which the Agent accords its own property, it being understood that the Agent shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any such funds.

(k) Rights as a Lender. In its capacity as a Lender, each LC Issuer shall have the same rights and obligations as any other Lender.

(l) Replacement of an LC Issuer. Any LC Issuer may be replaced at any time by written agreement among the Borrower, the Agent, the replaced LC Issuer and the successor LC Issuer. The Agent shall notify the Lenders of any such replacement of an LC Issuer. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced LC Issuer pursuant to Section 2.20(e). From and after the effective date of any such replacement, (A) the successor LC Issuer shall have all the rights and obligations of an LC Issuer under this Agreement with respect to Facility LCs to be issued by it thereafter and (B) references herein to the term "LC Issuer" shall be deemed to refer to such successor or to any previous LC Issuer, or to such successor and all previous LC Issuers, as the context shall require. After the replacement of an LC Issuer hereunder, the replaced LC Issuer shall remain a party hereto and shall continue to have all the rights and obligations of an LC Issuer under this Agreement with respect to Facility LCs issued by it prior to such replacement, but shall not be required to issue additional Facility LCs.

(m) Defaulting Lenders. At any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Agent or any LC Issuer (with a copy to the Agent) the Borrower shall Cash Collateralize the LC Issuers' Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to the reallocation provided in Section 2.24(a)(iv) and any Cash Collateral provided by such Defaulting Lender) in an amount equal to such Fronting Exposure or such higher amount agreed to by the Borrower.

(i) Defaulting Lender's Grant of Security Interest. To the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Agent, for the benefit of the LC Issuers, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for such Defaulting Lender's obligation to fund participations in respect of LC Obligations, to be applied pursuant to clause (ii) below.

(ii) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 2.20(m) or Section 2.24 in respect of Facility LCs shall be applied to the satisfaction of the Defaulting Lender's unreallocated obligation to fund participations in respect of LC Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(iii) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce any LC Issuer's Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 2.20(m) following (A) the

elimination of such Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (B) the determination by the Agent and each LC Issuer that there exists Cash Collateral in excess of the amount required to be maintained pursuant to the terms of this Agreement, in which case, such Cash Collateral (in the case of clause (A) above) or excess amounts (in the case of clause (B) above), as applicable, shall be returned to the Borrower upon its request therefor to the extent such Cash Collateral was provided by the Borrower; provided that, subject to Section 2.24, the Person providing Cash Collateral may agree that Cash Collateral in excess of such Fronting Exposure at any time shall be held to support future anticipated Fronting Exposure or other Obligations.

(n) Independence. The Borrower acknowledges that the rights and obligations of each LC Issuer under each Facility LC are independent of the existence, performance or nonperformance of any contract or arrangement underlying such Facility LC, including contracts or arrangements between such LC Issuer and the Borrower and between the Borrower and the beneficiary of such Facility LC.

Section 2.21. **Extension of Scheduled Revolving Credit Maturity Date.**

(a) Request of Extension. No later than thirty (30) days prior to the Scheduled Revolving Credit Maturity Date, the Borrower shall have the option to request (such request, an "Extension Request") an extension of the Scheduled Revolving Credit Maturity Date for an additional one-year period; provided that no more than two (2) of such one-year extensions shall be permitted hereunder. Any election by a Lender to extend its Commitment will be at such Lender's sole discretion and such Lender's failure to respond to an Extension Request within fifteen (15) Business Days from the date of delivery of such Extension Request shall be deemed to be a refusal by such Lender to so extend its Scheduled Revolving Credit Maturity Date.

(b) Extension; Conditions Precedent. Subject to the Agent's receipt of written consents to such Extension Request from the Required Lenders (each such consenting Lender, an "Extending Lender"), the Scheduled Revolving Credit Maturity Date shall be extended for an additional one-year period for each Extending Lender; provided that (i) each non-consenting Lender (together with its successors and assigns, each a "Non-Extending Lender") shall be required only to complete its Commitment up to the previously effective Scheduled Revolving Credit Maturity Date (without giving effect to such Extension Request), (ii) the Commitment of each Extending Lender (including the Commitment of each Additional Lender (as defined below)) shall be on the same terms and conditions as the Commitment of each other Extending Lender and Additional Lender, (iii) on the date of any extension of the Scheduled Revolving Credit Maturity Date under this Section 2.21, the conditions set forth in Section 4.3 shall be satisfied and (iv) the Borrower shall deliver to the Agent a certificate dated as of the date of any extension, signed by an Authorized Officer certifying that (A) the conditions set forth in Section 4.3 shall be satisfied and (B) attaching certified copies of resolutions of the board of directors or other equivalent governing body of the General Partner approving such extension.

(c) Payments to Non-Extending Lenders; Reduction of Commitment. All Obligations and other amounts payable hereunder to each Non-Extending Lender shall become due and payable by the Borrower on the previously effective Scheduled Revolving Credit Maturity Date (without giving effect to such Extension Request) or the earlier replacement of such Non-Extending Lender pursuant to Section 2.19. The Aggregate Commitment shall be reduced by the total Commitments of all Non-Extending Lenders expiring on such previously effective Scheduled Revolving Credit Maturity Date (without giving effect to such Extension Request) unless and until one or more lenders (including other Lenders) shall have agreed to assume a, or increase its, Commitment hereunder (in which case such portion of the Aggregate Commitment shall be reinstated pursuant to this Section). Each Non-Extending Lender shall be required to maintain its original Commitment up to the previously effective Scheduled Revolving Credit Maturity Date (without giving effect to such Extension Request) that such Non-Extending Lender had previously agreed upon.

(d) Replacement of Lender. The Borrower shall have the right at any time to replace each Non-Extending Lender (i) with one or more financial institutions (each, an "Additional Lender") (A) that are existing Lenders (and, if any such Additional Lender is already a Lender, its Commitment shall be in addition to such Lender's Commitment hereunder on such date) or (B) that are not existing Lenders; provided that any financial institution that is not an existing Lender (x) must be an Eligible Assignee and (y) must become a Lender for all purposes under this Agreement pursuant to an Assignment and Assumption Agreement and (ii) on a non-pro rata basis with any such financial institution that is willing to grant the Extension Request, including at a higher or lower Commitment than such Non-Extending Lenders' respective Commitments; provided that any replacement of one or more Non-Extending Lenders that results in a higher Aggregate Commitment than the Aggregate Commitment in effect prior to such Extension Request shall, to the extent of such excess, be effected pursuant to the requirements of Section 2.22.

Section 2.22. **Increase of Aggregate Commitment**.

(a) Request of Commitment Increase. At any time and from time to time prior to the Scheduled Revolving Credit Maturity Date, the Borrower shall have the right to request and effectuate increases in the Aggregate Commitment (each a "Commitment Increase") without the consent of any Lender (other than a Lender that is increasing its Commitment in connection with such request) by adding to this Agreement pursuant to a Commitment Increase Agreement one or more financial institutions as Lenders (collectively, the "New Lenders") or by allowing one or more existing Lenders to increase their respective Commitments (each an "Increasing Lender"); provided that:

(i) no Lender shall have any obligation to increase its Commitment;

(ii) unless the Agent otherwise consents, each Commitment Increase shall be in a minimum principal amount of $10,000,000 and in integral multiples of $5,000,000 in excess thereof or, if less, the remaining amount permitted pursuant to clause (iii) below;

(iii) in no event shall the aggregate amount of all Commitment Increases result in the Aggregate Commitment exceeding 150% of the Aggregate Commitment in effect on the Closing Date;

(iv) each New Lender must be an Eligible Assignee;

(v) on the effective date of any Increase (the "Increase Date"), the applicable conditions set forth in Section 4.3 shall be satisfied (or waived in accordance with Section 9.1); and

(vi) such increased Commitments shall be on the same terms as the existing Commitments (subject to the Borrower's ability to extend any Commitment pursuant to Section 2.21).

(b) Deliverables for Commitment Increase. Each Commitment Increase must be requested by written notice from the Borrower to the Agent, specifying (x) the proposed Increase Date and (y) the amount of the requested Commitment Increase. To effect a Commitment Increase, the Borrower, the Agent, one or more New Lenders and/or Increasing Lenders (and, to the extent the consent of the LC Issuers and the Swing Line Lender is necessary under the terms of this Agreement, the LC Issuers and the Swing Line Lender) shall execute a Commitment Increase Agreement, and such Commitment Increase shall be effective on the Increase Date specified therein; provided that, as a condition to the effectiveness of any Commitment Increase, if requested by the Agent, the Borrower shall deliver to the Agent:

(i) a certificate dated as of the Increase Date, signed by an Authorized Officer certifying that (A) each of the conditions to such increase set forth in this Section 2.22 shall have occurred and been complied with and (B) attached thereto is a certified copy of resolutions of the board of directors or other equivalent governing body of the General Partner approving such Commitment Increase; and

(ii) a favorable customary opinion of counsel for the Borrower (which may be in-house counsel), in form and substance reasonably acceptable to the Agent, covering such matters relating to the Commitment Increase as the Agent may reasonable request.

(c) Notification of Commitment Increase; Reallocation of Credit Exposure. On each Increase Date, upon fulfillment of the conditions set forth in paragraph (b) above and Section 4.3, (i) the Agent shall notify the Lenders (including each New Lender) and the Borrower of the occurrence of the Commitment Increase effected on such Increase Date and shall record in the Register the relevant information with respect to each Increasing Lender and each New Lender, (ii) the Aggregate Outstanding Credit Exposure will be reallocated among the Lenders in accordance with their revised Pro Rata Shares (and the Lenders agree to make all payments and adjustments necessary to effect the reallocation and the Borrower shall pay any and all costs required pursuant to Section 3.4 in connection with such reallocation as if such reallocation were a repayment) and (iii) each New Lender that executes a Commitment Increase Agreement shall be a Lender for all purposes under this Agreement.

Section 2.23. **Swing Line Loans**.

(a) Amount of Swing Line Loans. Upon (x) the satisfaction of the conditions precedent set forth in Section 4.2 and (y) if such Swing Line Loan is to be made on the date of the initial Advance hereunder, the satisfaction of the conditions precedent set forth in Section

4.1, from and including the Closing Date and prior to the Revolving Credit Maturity Date, the Borrower may request and the Swing Line Lender shall, on the terms and conditions set forth in this Agreement, make Swing Line Loans to the Borrower from time to time in an aggregate principal amount not to exceed the Swing Line Limit (it being agreed that the Swing Line Lender shall be obligated to make Swing Line Loans even if the aggregate principal amount of Swing Line Loans outstanding and/or requested by the Borrower at any time, when added to the aggregate principal amount of Revolving Loans made by the Swing Line Lender in its capacity as a Lender at such time and its LC Obligations at such time, would exceed the Swing Line Lender's own Commitment as a Lender at such time); provided that at no time shall (i) the Aggregate Outstanding Credit Exposure at any time exceed the Aggregate Commitment or (ii) the sum of (A) the Swing Line Lender's Pro Rata Share of the Swing Line Loans, plus (B) the outstanding Revolving Loans made by the Swing Line Lender pursuant to Section 2.1, plus (C) an amount equal to the Swing Line Lender's ratable obligation to purchase participations in the LC Obligations at such time, exceed the Swing Line Lender's Commitment at such time. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow Swing Line Loans at any time prior to the Revolving Credit Maturity Date. Subject to the terms and conditions of this Agreement (including the submission of a Borrowing Notice in compliance with Section 2.8 and the satisfaction of the applicable conditions precedent set forth in Article IV), the Borrower may request an Advance (other than a Swing Line Loan) hereunder for the purpose of repaying any Swing Line Loan.

(b) Borrowing Notice. The Borrower shall deliver to the Agent and the Swing Line Lender irrevocable notice (a "Swing Line Borrowing Notice") not later than 2:00 p.m. on the Borrowing Date of each Swing Line Loan, specifying (i) the applicable Borrowing Date (which date shall be a Business Day), and (ii) the aggregate amount of the requested Swing Line Loan which shall be an amount not less than $500,000 and in an integral multiple of $100,000 in excess thereof. The Swing Line Loans shall bear interest at the Swing Line Rate.

(c) Making of Swing Line Loans. Promptly after receipt of a Swing Line Borrowing Notice, the Agent shall notify each Lender by fax, or other similar form of transmission, of the requested Swing Line Loan. Not later than 4:00 p.m. on the applicable Borrowing Date, the Swing Line Lender shall make available the Swing Line Loan to the Borrower on the Borrowing Date at the Agent's address specified pursuant to Section 9.20.

(d) Repayment of Swing Line Loans.

(i) Each Swing Line Loan shall be paid in full by the Borrower on or before the earlier of (A) the fourteenth (14th) Business Day after the Borrowing Date for such Swing Line Loan and (B) the Revolving Credit Maturity Date; provided, that such payment shall not be made by the proceeds of any other Swing Line Loans.

(ii) The Swing Line Lender may, by written notice given to the Agent not later than 10:00 a.m. on any Business Day, require the Lenders (including the Swing Line Lender) to acquire participations on such Business Day in all or a portion of the Swing Line Loans outstanding. Such notice shall specify the aggregate amount of Swing Line Loans in which Lenders will participate. Promptly upon receipt of such notice, the Agent will give notice thereof to each Lender, specifying in such notice such Lender's

Pro Rata Share of such Swing Line Loan or Swing Line Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Agent, for the account of the Swing Line Lender, such Lender's Pro Rata Share of such Swing Line Loan or Swing Line Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swing Line Loans pursuant to this paragraph is unconditional, continuing, irrevocable and absolute and shall not be affected by any circumstances, including (A) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the Agent, the Swing Line Lender or any other Person, (B) the occurrence or continuance of a Default or Event of Default, (C) any adverse change in the condition (financial or otherwise) of the Borrower, or (D) any other circumstances, happening or event whatsoever. Each Lender shall comply with its obligation under this Section 2.23(d) by wire transfer of immediately available funds, in the same manner as provided in Section 2. 8 with respect to Revolving Loans made by such Lender (and Section 2.8 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Agent shall promptly pay to the Swing Line Lender the amounts so received from the Lenders. In the event that any Lender fails to make payment to the Agent of any amount due under this Section 2.23(d), the Agent shall be entitled to receive, retain and apply against such obligation the principal and interest otherwise payable to such Lender hereunder until the Agent receives such payment from such Lender or such obligation is otherwise fully satisfied. The Agent shall notify the Borrower of any participations in any Swing Line Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swing Line Loan shall be made to the Agent and not to the Swing Line Lender. Any amounts received by the Swing Line Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swing Line Loan after receipt by the Swing Line Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Agent. All of such amounts received by the Agent in payment of Swing Line Loans shall be promptly remitted by the Agent to the Lenders that shall have made their payments pursuant to this paragraph and to the Swing Line Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to the Swing Line Lender or to the Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in a Swing Line Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(iii) In addition, on the fourteenth (14th) Business Day after the Borrowing Date of any Swing Line Loan, the Borrower shall be deemed to have automatically given notice to the Agent requesting that each Lender make a Revolving Loan in the amount of such Lender's Pro Rata Share of such Swing Line Loan (including any interest accrued and unpaid thereon), for the purpose of repaying such Swing Line Loan, in which case each Lender hereby absolutely and unconditionally agrees to fund to the Agent, for the account of the Swing Line Lender, such Lender's Revolving Loan deemed requested under this clause (iii) at the Agent's address specified pursuant to Section 9.20, no later than 4:00 p.m. on the date such notice is received by the Lender from the Agent if such notice is received at or before 2:00 p.m. (and otherwise before 11:00 a.m. on the next Business Day). Revolving Loans made pursuant to this Section 2.23(d)(iii) shall initially be Base Rate Loans and thereafter may be continued as Base Rate Loans or converted into Eurodollar Loans in the manner provided in Section 2.9 and

subject to the other conditions and limitations set forth in this Article II. Unless a Lender shall have notified the Swing Line Lender, prior to its making any Swing Line Loan, that any applicable condition precedent set forth in Section 4.1 or 4.2 had not then been satisfied, such Lender's obligation to make Revolving Loans pursuant to this Section 2.23(d)(iii) to repay Swing Line Loans shall be unconditional, continuing, irrevocable and absolute and shall not be affected by any circumstances, including (A) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the Agent, the Swing Line Lender or any other Person, (B) the occurrence or continuance of a Default or Event of Default, (C) any adverse change in the condition (financial or otherwise) of the Borrower, or (D) any other circumstances, happening or event whatsoever.

Section 2.24. **Defaulting Lenders**.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.1(b).

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Agent from a Defaulting Lender pursuant to Section 11.1 will not be paid or distributed to such Defaulting Lender, but will instead be retained by the Agent in a segregated account until (subject to Section 2.24(b)) the termination of the Commitments and payment in full of all obligations of the Borrower hereunder and shall be applied at such time or times as may be determined by the Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any LC Issuer or the Swing Line Lender hereunder; third, to Cash Collateralize the LC Issuers' Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.20(m); fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; fifth, if so requested by the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the LC Issuers' future Fronting Exposure with respect to such Defaulting Lender with respect to future Facility LCs issued under this Agreement, in accordance with Section 2.20(m); sixth, to the payment of any amounts owing to the Lenders, the LC Issuers or the Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any LC Issuer or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Event of Default exists, to the payment of any amounts owing to

the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations to the Borrower under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Facility LCs were issued at a time when the conditions set forth in Section 4.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in LC Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Aggregate Commitments without giving effect to Section 2.24(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.24(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to Section 2.5 and Section 2.20(e) (without prejudice to the rights of the Non-Defaulting Lenders in respect of such fees) and the Borrower shall not be required to pay any fee that otherwise would not have been required to have been paid to that Defaulting Lender, provided, however that each Defaulting Lender shall be entitled to receive LC Participation Fees for any period during which that Lender is a Defaulting Lender to the extent (and only to the extent) allocable to its Pro Rata Share of the outstanding undrawn face amount of Facility LCs for which it has provided Cash Collateral pursuant to Section 2.20(m).

(B) With respect to any LC Participation Fees not required to be paid to any Defaulting Lender pursuant to clause (A) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such LC Participation Fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in LC Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each LC Issuer the amount of any such LC Participation Fee otherwise payable to such Defaulting Lender to the extent allocable to such LC Issuer's unreallocated or non-Cash Collateralized Fronting Exposure to such Defaulting Lender, if any, and (z) not be required to pay the remaining amount of any such LC Participation Fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's Fronting Exposure shall be automatically reallocated (effective on the day such Lender becomes a Defaulting Lender) among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in Section 4.2 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the Outstanding Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall not later than two (2) Business Days after written demand by the Agent (at the direction of any LC Issuer and/or the Swing Line Lender, as the case may be), without prejudice to any right or remedy available to it hereunder or under law, *first*, prepay Swing Line Loans in an amount equal to the Swing Line Lender's Fronting Exposure, and *second*, Cash Collateralize the LC Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.20(m).

(b) Defaulting Lender Cure. If the Borrower, the Agent, the Swing Line Lender and each LC Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), such Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders and take such other actions as the Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Facility LCs and Swing Line Loans to be held pro rata by the Lenders in accordance with the Aggregate Commitments (without giving effect to Section 2.24(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender (and the Pro Rata Shares of each Lender will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Swing Line Loans/Facility LCs. So long as any Lender is a Defaulting Lender, (i) the Swing Line Lender shall not be required to fund any Swing Line Loans unless it is satisfied that it will have no Fronting Exposure with respect to such Defaulting Lender's participation interest therein after giving effect to such Swing Line Loan and (ii) no LC Issuer shall be required to issue or Modify any Facility LC unless it is satisfied that it will have no Fronting Exposure with respect to such Defaulting Lender's participation interest therein after

giving effect thereto, in each case, after giving effect to such issuance or Modification, and after giving effect to any Cash Collateral provided in respect of, or reallocation pursuant to Section 2.24(a)(iv) of, such LC Issuer's or Swing Line Lender's Fronting Exposure with respect to such Defaulting Lender.

Section 2.25. **Obligations of Lenders**.

(a) Funding by Lenders; Presumption by the Agent. Unless the Agent shall have received notice from a Lender prior to the proposed time of any borrowing that such Lender will not make available to the Agent such Lender's share of such Advance, the Agent may assume that such Lender has made such share available on such date in accordance with the terms hereof and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable borrowing available to the Agent, then the applicable Lender and the Borrower severally agree to pay to the Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Agent, at (i) in the case of a payment to be made by such Lender, the greater of the daily average Federal Funds Effective Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Loans. If the Borrower and such Lender shall pay such interest to the Agent for the same or an overlapping period, the Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Advance to the Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Agent.

(b) Nature of Obligations of Lenders Regarding Extensions of Credit. The obligations of the Lenders under this Agreement to make the Loans or participate in Facility LCs are several and are not joint or joint and several. The failure of any Lender to make available its Pro Rata Share of any Advance requested by the Borrower shall not relieve it or any other Lender of its obligation, if any, hereunder to make its Pro Rata Share of such Advance available on the Borrowing Date, but no Lender shall be responsible for the failure of any other Lender to make its Pro Rata Share of such Advance available on the Borrowing Date.

ARTICLE III.

YIELD PROTECTION; TAXES

Section 3.1. **Yield Protection**.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any LC Issuer;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Other Connection Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, any LC Issuer or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Facility LC or participation therein;

and the result of any of the foregoing shall be to increase the cost to the Agent or such other Recipient of making, converting into, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Recipient of participating in, issuing or maintaining any Facility LC (or of maintaining its obligation to participate in or to issue any Facility LC), or to reduce the amount of any sum received or receivable by such Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Recipient, the Borrower shall promptly pay to such Recipient such additional amount or amounts as will compensate such Recipient for such additional costs incurred or reduction suffered; provided that the Borrower shall not be required to pay any such amounts to any Recipient under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent such Recipient is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

(b) Capital Requirements. If any Lender or LC Issuer determines that any Change in Law affecting such Lender or LC Issuer or any Lending Installation of such Lender or such Lender's or LC Issuer's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or LC Issuer's capital or on the capital of such Lender's or LC Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Facility LCs or Swing Line Loans held by, such Lender, or the Facility LCs issued by any LC Issuer, to a level below that which such Lender or LC Issuer or such Lender's or LC Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or LC Issuer's policies and the policies of such Lender's or LC Issuer's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or LC Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or LC Issuer or such Lender's or LC Issuer's holding company for any such reduction suffered; provided that the Borrower shall not be required to pay any such amounts to any Lender under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent such Lender is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

(c) Delay in Requests. Failure or delay on the part of any Lender or LC Issuer to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or LC Issuer's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or LC Issuer pursuant to this Section for any increased costs incurred or reductions suffered more than ninety (90) days prior to the date that such Lender or LC Issuer, as the case may be, notifies the Borrower of the Change in Law giving rise to such

increased costs or reductions, and of such Lender's or LC Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety-day period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.2. **Changed Circumstances Affecting Eurodollar Rate Availability.** In connection with any request for a Eurodollar Advance or a Base Rate Advance or a conversion to or continuation thereof, if for any reason (a) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Advance, (b) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining the Eurodollar Rate for such Advance or (c) the Required Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that the Eurodollar Rate does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Advance during such Interest Period, then the Agent shall promptly give notice thereof to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower and the other Lenders that such circumstances no longer exist, (i) the obligation of the Lenders to make Eurodollar Advances and the right of the Borrower to convert any Advance to or continue any Advance as a Eurodollar Advance shall be suspended, and the Borrower shall, at the Borrower's option, either (A) repay in full (or cause to be repaid in full) the then outstanding principal amount of each such Eurodollar Advance together with accrued interest thereon (subject to Section 2.15), on the last day of the then current Interest Period applicable to such Eurodollar Advance; or (B) convert, without premium or penalty and without liability for any amounts payable pursuant to Section 3.4, the then outstanding principal amount of each such Eurodollar Advance to a Base Rate Advance as of the last day of such Interest Period; and (ii) the Alternate Base Rate shall be calculated without giving effect to clause (c) of such definition.

Section 3.3. **Laws Affecting Eurodollar Rate Availability.** If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Installations) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Installations) to honor its obligations hereunder to make or maintain any Eurodollar Advance, such Lender shall promptly give notice thereof to the Agent and the Agent shall promptly give notice to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower and the other Lenders that such circumstances no longer exist, (i) the obligations of the Lenders to make Eurodollar Advances, and the right of the Borrower to convert any Advance or continue any Advance as a Eurodollar Advance shall be suspended and thereafter the Borrower may select only Base Rate Loans, (ii) if any of the Lenders may not lawfully continue to maintain a Eurodollar Advance to the end of the then current Interest Period applicable thereto, the applicable Loan shall immediately be converted to a Base Rate Loan for the remainder of such Interest Period and (iii) the Alternate Base Rate shall be calculated without giving effect to clause (c) of such definition.

Section 3.4. **Funding Indemnification.** If (i) any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, including pursuant to Section 9.19, (ii) a Eurodollar Advance is not made, continued or converted on the date specified by the Borrower in a Borrowing Notice or a Conversion/Continuation Notice for any reason other than default by the Lenders, (iii) a Eurodollar Advance is not prepaid on the date specified by the Borrower pursuant to Section 2.7 for any reason, or (iv) a Eurodollar Loan is assigned on a date which is not the last day of the applicable Interest Period as a result of a request by the Borrower pursuant to Section 2.19, then, except (a) as otherwise provided in this Agreement or (b) if arising in connection with a Lender becoming a Defaulting Lender or the replacement of such Lender pursuant to Section 2.19, for any such amounts that would be owing to such Lender, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance but excluding the Applicable Margin expected to be received by such Lender during the remainder of such Interest Period.

Section 3.5. **Taxes**.

(a) LC Issuers. For purposes of this Section 3.5, the term "Lender" includes any LC Issuer.

(b) Payments Free of Taxes. Any and all payments to a Recipient by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Tax been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided, however, the Borrower shall not be required to indemnify a Recipient pursuant to this Section 3.5(d) for any Indemnified Taxes unless such

Recipient makes written demand on the Borrower for indemnification for such Indemnified Taxes no later than one hundred twenty (120) days after the earlier of (i) the date on which the relevant Governmental Authority makes written demand upon such Recipient for payment of such Indemnified Taxes, and (ii) the date on which such Recipient has made payment of such Indemnified Taxes. A certificate satisfying the requirements of Section 3.6 as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.2 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this Section 3.5(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 3.5, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 3.5(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in such applicable Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), properly completed and executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income Tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, properly completed and executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such Tax treaty and (y) with respect to any other applicable payments under any Loan Document, properly completed and executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such Tax treaty;

(2) properly completed and executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) properly completed and executed originals of IRS Form W-8BEN; or

(4) to the extent a Foreign Lender is not the beneficial owner, properly completed and executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership

and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) To the extent the Agent is not acting as a Lender, the Agent shall comply with the requirements of this Section 3.5(g) to the same extent as if it were a Lender (whose obligations under this Section 3.5(g) shall be solely to the Borrower) since the date on which it became the Agent.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.5 (including by the payment of additional amounts pursuant to this Section 3.5), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 3.5(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 3.5(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 3.5(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 3.5 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) Applicable Law. For purposes of this Section 3.5, the term "Applicable Law" includes FATCA.

Section 3.6. **Lender Statements; Survival of Indemnity.** Each Lender shall deliver a written statement of such Lender to the Borrower (with a copy to the Agent) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall (unless the subject of a good faith dispute by the Borrower) be payable within fifteen (15) days after demand and receipt by the Borrower of such written statement. The obligations of the Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

Section 3.7. **Alternative Lending Installation.** If any Lender requests compensation under Section 3.1, or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5, or is unable to fund or maintain Eurodollar Advances or Eurodollar Loans, as applicable, as a result of the circumstances described in Section 3.3, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Installation for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to

another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.5 or remedy the circumstances described in Section 3.3, as the case may be, in the future, and (ii) would not in the reasonable judgment of such Lender subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. A Lender shall not be required to make any such designation or assignment if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances requiring such designation or assignment cease to apply. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment, if and to the extent such Lender is at such time generally assessing such costs and expenses in a similar manner to other similarly situated borrowers with similar credit facilities.

ARTICLE IV.

CONDITIONS PRECEDENT

Section 4.1. **Initial Credit Extension.** The effectiveness of this Agreement and the obligation of the Lenders to make the initial Credit Extension hereunder shall be subject to the satisfaction of the following conditions precedent:

(a) Document Deliverables. The Agent's (or its counsel's) receipt of the following, each of which shall be originals or electronic copies (followed promptly by originals) unless otherwise specified, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date):

(i) A counterpart of this Agreement duly executed by the Borrower, the Agent and the Lenders;

(ii) Notes duly executed by the Borrower payable to each Lender requesting a Note pursuant to Section 2.13;

(iii) A certificate of the secretary or assistant secretary of the General Partner certifying (A) the names and true signatures of the officers of the General Partner authorized to sign each Loan Document to which the Borrower is a party and the notices and other documents to be delivered by the Borrower pursuant to any such Loan Document, (B) the limited partnership agreement and charter of the Borrower, together with all amendments, as in effect on the date of such certification, and (C) resolutions of the board of directors or other equivalent governing body of the General Partner approving and authorizing the execution, delivery and performance by the Borrower of each Loan Document to which it is a party and authorizing the borrowings and other transactions contemplated hereunder, in form and substance reasonably satisfactory to the Arrangers;

(iv) A Certificate of the Secretary of State of the State of Delaware as to the existence and good standing of the Borrower in the State of Delaware;

(v) A certificate of the Borrower in form and substance reasonably satisfactory to the Arrangers certifying (A) the representations and warranties made by the Borrower in Article V are true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects) and (B) no Default or Event of Default has occurred and is continuing;

(vi) Fully executed or conformed copies of the Master Formation Agreement, the transition services agreements and each other material agreement related to the Initial JV Transaction (such agreements, collectively, the "Material JV Agreements") and a certificate of the Borrower certifying as to the completeness of each Material JV Agreement and the consummation of the Initial JV Transactions, which certificate will be in form and substance reasonably satisfactory to the Arrangers.

(vii) Favorable legal opinions with respect to customary matters from the Borrower's counsel, in form and substance reasonably satisfactory to the Arrangers and addressed to the Agent and the Lenders;

(viii) The Initial Financial Statements and the financial projections and forward looking statements of the Borrower for the period from January 1, 2013 through December 31, 2016, giving pro forma effect to the Initial JV Transaction;

(ix) Fully-executed copies of the amendments to the CenterPoint Energy Credit Facility and the CERC Credit Facility, effective in connection with the Initial JV Transaction; and

(x) Five days prior to the Closing Date (or such later date as the Agent shall reasonably agree) all documentation and other information required by regulatory authorities with respect to the Borrower under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Act, that has been reasonably requested by the Agent a reasonable period in advance of the date that is five days prior to the Closing Date.

(b) Representations and Warranties. On the Closing Date, each of the representations and warranties made by the Borrower in Article V shall be true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects) on and as of the Closing Date (except to the extent such representations and warranties expressly speak to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date).

(c) No Default. On the Closing Date, no Default or Event of Default shall have occurred and be continuing.

(d) Initial JV Transaction. The Initial JV Transaction shall have been consummated prior to, or shall be consummated substantially simultaneously with, the Closing Date.

(e) Material Adverse Effect. Since December 31, 2012, there shall not have occurred and be continuing any material adverse effect on the business, condition (financial or otherwise), or operations of the Borrower, its Subsidiaries and the assets and businesses to be contributed to the Borrower pursuant to the Transactions, taken as a whole, other than as disclosed (i) in the Commitment Date SEC Reports or (ii) in writing to the Agent prior to March 14, 2013.

(f) Approvals. All material governmental and third party approvals necessary in connection with the Transactions and the continuing operations of the Borrower and its Subsidiaries shall have been obtained or waived (if applicable) and be in full force and effect, and all applicable waiting periods and appeal periods shall have expired.

(g) Fees. The Borrower shall have paid all fees required to be paid on or before the Closing Date, including the fees set forth in the Fee Letters to be paid on the Closing Date, and all reasonable out-of-pocket expenses required to be paid on or before the Closing Date for which invoices have been presented at least one Business Day prior to the Closing Date.

(h) Termination of Certain Existing Enogex Debt. The termination in full of the commitments of the Lenders and payment in full of all debt outstanding under the Existing Enogex Revolving Credit Agreement and the Existing Enogex Intercompany Agreement shall have occurred prior to, or substantially simultaneously with, the Closing Date, it being acknowledged that such payment may be made with the proceeds of borrowings hereunder.

(i) Closing Date. The Agent shall promptly notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding on all parties hereto.

Section 4.2. **Each Credit Extension.** The Lenders shall not (except as set forth in Section 2.23(d) with respect to Revolving Loans for the purpose of repaying Swing Line Loans) be required to make any Credit Extension (including the initial Credit Extension hereunder but excluding, for purposes of this Section 4.2, any conversion or continuation of any Loan or Advance), unless:

(a) In the case of an Advance of Loans, the Agent shall have received a Borrowing Notice as required by Section 2.8 and in the case of the issuance or Modification of a Facility LC, the applicable LC Issuer and the Agent shall have received all LC Applications as required by Section 2.20(d).

(b) There exists no Default or Event of Default at the time of and immediately after giving effect to such Credit Extension.

(c) The representations and warranties contained in Article V (other than representations and warranties set forth in Sections 5.7 and 5.9, which shall only be made and need only be true and correct on the Closing Date) are true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects) on and as of such Credit Extension Date, both immediately before and after giving effect to such Credit Extension, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date.

Each Borrowing Notice, Swing Line Borrowing Notice or request for issuance of a Facility LC with respect to each such Credit Extension (other than any conversion or continuation of any Loan or Advance) shall constitute a representation and warranty by the Borrower that the conditions contained in Sections 4.2(b) and 4.2(c) have been satisfied.

Section 4.3. **Each Increase or Extension of the Commitments**. Each increase of the Commitments pursuant to Section 2.22 and each extension of the Commitments pursuant to Section 2.21 shall not become effective until the date on which each of the following conditions, and the other conditions listed in Section 2.21 or Section 2.22, respectively, is satisfied:

(a) There exists no Event of Default at the time of and immediately after giving effect to such increase or extension of the Commitments.

(b) The representations and warranties contained in Article V (other than representations and warranties set forth in Sections 5.7 and 5.9, which shall only be made and need only be true and correct on the Closing Date) are true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects) on and as of the date of such increase or extension of the Commitments, both immediately before and after giving effect to such increase or extension of the Commitments, except to the extent any such representation or warranty is stated to relate solely to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

Section 5.1. **Existence and Standing**. Each of the Borrower and its Material Subsidiaries is a corporation, partnership or limited liability company duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction where the conduct of its business would require such qualification, except where the failure to be in good standing or have such authority could not reasonably be expected to have a Material Adverse Effect.

Section 5.2. **Authorization and Validity; Enforceability**. The Borrower has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party (as in effect on the date that this representation is made or deemed made) and to perform its obligations thereunder. This Agreement and each other Loan Document to which the Borrower is a party have been duly executed and delivered on behalf of the Borrower. The execution and delivery by the Borrower of the Loan Documents to which it is a party (as in effect on the date that this representation is made or deemed made) and the performance of its obligations thereunder have been duly authorized by proper limited partnership or other applicable actions, and the Loan Documents to which it is party constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought at equity or in law).

Section 5.3. **No Conflict**. Neither the execution and delivery by the Borrower of the Loan Documents to which it is a party, nor the performance by the Borrower of its obligations thereunder, nor the consummation of the Transactions will (a) violate the Borrower's or any Material Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, bylaws, or operating or other management agreement, as the case may be, (b) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or any of its Material Subsidiaries or (c) contravene the provisions of any indenture, instrument or agreement to which the Borrower or any of its Material Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of the Borrower or a Material Subsidiary pursuant to the terms of any such indenture, instrument or agreement, except, only in the case of this clause (c), for any such violations, contraventions or defaults which, individually and in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.4. **Government Consents**. No material order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the Borrower or any of its Material Subsidiaries, is required to be obtained by the Borrower or any of its Material Subsidiaries in connection with the consummation of the Transactions, the execution and delivery by the Borrower of the Loan Documents, the borrowings by the Borrower under this Agreement, the payment and performance by the Borrower of the Obligations thereunder or the legality, validity, binding effect or enforceability of any of the Loan Documents, except those relating to performance as would ordinarily be made or done in the ordinary course of business after the Closing Date.

Section 5.5. **Compliance with Laws**. The Borrower and each Material Subsidiary is in compliance with all Applicable Laws relating to it or any of its respective Properties except where the failure to comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.6. **Financial Statements**.

(a) The Initial Financial Statements described in clauses (a) and (b) of the definition thereof, delivered to the Agent on or prior to the Closing Date were prepared in accordance with GAAP and fairly present in all material respects the financial conditions and operations of the companies subject to such Initial Financial Statements at the date of the respective Initial Financial Statements and the results of operations for such companies at such respective date.

(b) The annual consolidated financial statements of the Borrower and its Subsidiaries delivered pursuant to Section 6.1(a) were prepared in accordance with GAAP and fairly present in all material respects the consolidated financial condition and operations of the Borrower and its Subsidiaries at such date and the consolidated results of their operations for the year then ended.

Section 5.7. **Material Adverse Change**. On and as of the Closing Date, since December 31, 2012, except as (a) disclosed in the Closing Date SEC Reports or (b) disclosed in writing to the Agent prior to the Closing Date and set forth on Schedule 5.7, there has been no Material Adverse Effect.

Section 5.8. **OFAC**. None of the Borrower, any Subsidiary of the Borrower or any Affiliate of the Borrower is a Sanctioned Person or Sanctioned Entity. The proceeds of any Loan or any Facility LC will not be used and have not been used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

Section 5.9. **Litigation**. On and as of the Closing Date, except as (a) disclosed in the Closing Date SEC Reports or (b) disclosed to the Agent prior to the Closing Date and set forth on Schedule 5.9, there is no litigation, arbitration or governmental investigation, proceeding or inquiry pending or, to the knowledge of any Authorized Officer or the general counsel of the General Partner (or, if at such time the Borrower has a general counsel, of the Borrower), threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of the initial Credit Extension.

Section 5.10. **Subsidiaries**. Schedule 5.10 contains an accurate list of all Subsidiaries of the Borrower as of the date of this Agreement, setting forth which Subsidiaries are Material Subsidiaries (and indicating that, as of such date, there are no Excluded Subsidiaries) and setting forth each Subsidiary's jurisdiction of organization and the percentage of its Capital Stock or other ownership interests owned by the Borrower or other Subsidiaries.

Section 5.11. **Margin Stock**. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used, directly or indirectly, in Regulation U). No part of the proceeds of any of the Loans or any Facility LC will be used for purchasing or carrying margin stock or for any purpose which violates the provisions of Regulation U or Regulation X.

Section 5.12. **ERISA**. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

Section 5.13. **Investment Company Act**. Neither the Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 5.14. **Accuracy of Information**.

(a) None of the documents or written information (excluding (x) estimates, financial projections and forecasts and (y) the balance sheet and income statement described in clause (c) of the definition of "Initial Financial Statements") furnished to the Lenders by or on behalf of the Borrower in connection with or pursuant to this Agreement or the other Loan Documents (collectively, the "Information"), contained, as of the date such Information was furnished (or, if such Information expressly related to a specific date, as of such specific date), any untrue statement of a material fact or omitted to state, as of the date such Information was furnished (or, if such Information expressly related to a specific date, as of such specific date), any material fact (other than industry-wide risks normally associated with the types of businesses conducted by the Borrower and its Subsidiaries) necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, as a whole.

(b) The (x) estimates, financial projections and forecasts and (y) the balance sheet and income statement described in clause (c) of the definition of "Initial Financial Statements" furnished to the Lenders by or on behalf of the Borrower with respect to the transactions contemplated under this Agreement were prepared in good faith and on the basis of information and assumptions that the Borrower believed to be reasonable as of the date such information was prepared (it being recognized by the Lenders that such estimates, financial projections and forecasts as they relate to future events are not to be viewed as fact and that actual results during the period or periods covered by such estimates, financial projections and forecasts may differ from the projected results set forth therein by a material amount).

Section 5.15. **Solvency**. On the Closing Date (after giving effect to the Transactions), the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

Section 5.16. **Taxes**. Each of the Borrower and its Subsidiaries has filed or caused to be filed all Federal and all other material tax returns that are required to be filed by it and has paid or caused to be paid all taxes shown to be due and payable by it on said returns or on any assessments made against it or any of its Property and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority and payable by it (other than, with respect to any of the foregoing, any such taxes, fees or other charges the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or its Subsidiaries), except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.17. **Title to Properties**. The issued and outstanding Capital Stock owned by the Borrower of each of its Material Subsidiaries, whether such stock is owned directly or indirectly through one or more of its Subsidiaries, is owned free and clear of any Lien (other than any Lien permitted pursuant to Section 7.4). In addition, each of the Borrower and each Material Subsidiary has good title to, or valid leasehold interests in, all its Property material to its business, except for defects in title and exceptions to leasehold interests that either individually or in the aggregate would not reasonably be expected to result in a Material Adverse Effect, and all such Properties are free and clear of any Lien except Liens permitted under this Agreement.

Section 5.18. **No Violation**. The Borrower is not in violation of any order, writ, injunction or decree of any court or any order, regulation or demand of any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

ARTICLE VI.

AFFIRMATIVE COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

Section 6.1. **Reporting**. The Borrower will maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance with Agreement Accounting Principles, and furnish to the Agent:

(a) Within ninety (90) days after the end of each of its fiscal years, financial statements prepared in accordance with GAAP on a consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period, statements of income and statements of cash flows, setting forth in comparative form figures for the preceding fiscal year, accompanied by an audit report, consistent with the requirements of the Securities and Exchange Commission, of a nationally recognized firm of independent public accountants or other independent public accountants reasonably acceptable to the Required Lenders.

(b) Within forty-five (45) days after the end of the first three quarterly periods of each of its fiscal years, financial statements prepared in accordance with GAAP (other than with regard to the absence of footnotes and subject to changes resulting from audit and normal year-end audit adjustments to same) on a consolidated basis for itself and its Subsidiaries, including, consolidated unaudited balance sheets as at the end of each such period and consolidated unaudited statements of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, in each case setting forth in comparative form figures for the corresponding period of the preceding fiscal year, and accompanied by a certificate of a Financial Officer to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Borrower and its Subsidiaries on a consolidated basis as of their respective dates and have been prepared in accordance with GAAP (other than with regard to the absence of footnotes and, subject to changes resulting from audit and normal year-end audit adjustments to same).

(c) Together with the financial statements required under Sections 6.1(a) and 6.1(b), (i) a compliance certificate in substantially the form of Exhibit F signed by a Financial Officer (A) showing the calculations necessary to determine compliance with Section 7.11 and, if applicable, Section 7.12 and (B) stating that no Default or Event of Default exists, or if any Default or Event of Default exists as of the date of such compliance certificate, stating the nature and status thereof, and (ii) such other financial information as may be reasonably requested by the Agent reasonably in advance of the delivery of such financial statements, including consolidating financial statements, as is necessary to account for Non-Recourse Indebtedness and Excluded EBITDA for purposes of determining the Consolidated Leverage Ratio.

(d) Together with the financial statements required under Sections 6.1(a), a certificate signed by a Financial Officer certifying an updated Schedule 5.10 with respect to its Subsidiaries, Material Subsidiaries and Excluded Subsidiaries, if applicable.

(e) If requested by the Agent, within 305 days after the end of each fiscal year of the Borrower, a copy of the actuarial report showing the Unfunded Liabilities of each Single Employer Plan as of the valuation date occurring in such fiscal year, certified by an actuary enrolled under ERISA.

(f) As soon as possible and in any event within ten (10) days after an Authorized Officer knows that any ERISA Event has occurred with respect to any Plan that could reasonably be expected to have a Material Adverse Effect, a statement, signed by an Authorized Officer, describing said ERISA Event and the action which the Borrower proposes to take with respect thereto.

(g) From time to time, such additional information regarding the financial position or business of the Borrower and its Subsidiaries as the Agent, at the request of any Lender, may reasonably request, including support for any pro forma calculations hereunder.

(h) Promptly upon the filing thereof, copies of all registration statements (other than any registration statement on Form S-8 and any registration statement in connection with a dividend reinvestment plan, shareholder purchase plan or employee benefit plan) and reports on form 10-K, 10-Q or 8-K (or their equivalents) which the Borrower or any of its Subsidiaries files with the Securities and Exchange Commission.

(i) Promptly upon obtaining knowledge thereof, notice of any change in any of the Borrower's Designated Ratings.

(j) Promptly upon the request thereof, such other information and documentation required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations (including the Act), as from time to time reasonably requested by the Agent or any Lender.

(k) Promptly upon the execution thereof, copies of all amendments to the Partnership Agreement and material amendments to the Material JV Agreements.

Information required to be delivered pursuant to these Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) shall be deemed to have been delivered on the date on which the Borrower provides notice to the Agent that such information has been posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's DebtDomain site or at another website identified in such notice and accessible by the Lenders without charge; provided that (i) such notice may be included in a certificate delivered pursuant to Section 6.1(c) and such notice or certificate shall also be deemed to have been delivered upon being posted to the Borrower's DebtDomain site or such other website and (ii) the Borrower shall deliver paper copies of the information referred to in Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) to any Lender which requests such delivery.

Notwithstanding anything herein to the contrary, so long as each Lender is a "Lender" under and as defined in the 2013 Term Loan Facility, information delivered pursuant to Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) of the 2013 Term Loan Facility shall be deemed delivered under Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) hereof, respectively; provided that, if any Lender shall cease to be a "Lender" under and as defined in the 2013 Term Loan Facility, the Borrower shall

be required to separately deliver such information pursuant to the terms of this Agreement, which information may be posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's DebtDomain site or at another website identified in such notice and accessible by the Lenders without charge.

Section 6.2. **Use of Proceeds and Facility LCs**. The Borrower will use the proceeds of the Loans to (a) refinance certain indebtedness owing by Enogex under the Existing Enogex Revolving Credit Agreement and the Existing Enogex Intercompany Agreement and (b) for general corporate purposes of the Borrower and its Subsidiaries. Facility LCs will be issued only for general corporate purposes of the Borrower and its Subsidiaries.

Section 6.3. **Notice of Default**. Within five (5) days after any Authorized Officer with responsibility relating thereto obtains knowledge of any Default or Event of Default, the Borrower will deliver to the Agent a certificate of an Authorized Officer setting forth the details thereof and, if such Default or Event of Default is then continuing, the action which the Borrower is taking or proposes to take with respect thereto.

Section 6.4. **Maintenance of Existence**. The Borrower will preserve, renew and keep in full force and effect, and will cause each Material Subsidiary to preserve, renew and keep in full force and effect, its corporate or other legal existence and its rights, privileges and franchises material to the normal conduct of its businesses; provided that nothing in this Section 6.4 shall prohibit (a) any transaction permitted pursuant to Section 7.1, (b) the IPO or (c) the termination of any right, privilege or franchise of the Borrower or any Material Subsidiary or of the corporate or other legal existence of any Material Subsidiary or the change in form of organization of the Borrower or any Material Subsidiary which could not reasonably be expected to result in a Material Adverse Effect.

Section 6.5. **Taxes**. The Borrower will, and will cause each Material Subsidiary to, file all United States federal tax returns and all other material tax returns which are required to be filed by it, except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Borrower will, and will cause each Material Subsidiary to, pay when due all taxes, assessments and governmental charges and levies upon it or its Property that are payable by it, except (a) where the failure to pay could not reasonably be expected to result in a Material Adverse Effect or (b) those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are maintained in accordance with GAAP.

Section 6.6. **Insurance**. The Borrower will, and will cause each Material Subsidiary to, maintain with financially sound and reputable insurance companies, insurance on its Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as are consistent with reasonably prudent industry practice, and the Borrower will furnish to the Agent upon request full information as to the insurance carried.

Section 6.7. **Compliance with Laws**. The Borrower will, and will cause each Material Subsidiary to, comply with all laws, statutes, rules, regulations, orders, writs, judgments, injunctions, restrictions, decrees or awards of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective

businesses or the ownership of their respective Property to which it may be subject, including all Environmental Laws, ERISA and all Applicable Laws involving transactions with, investments in or payments to Sanctioned Persons or Sanctioned Entities, except (i) where failure to so comply could not reasonably be expected to result in a Material Adverse Effect or (ii) the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

Section 6.8. **Maintenance of Properties**. Subject to Section 7.1, the Borrower will, and will cause each Material Subsidiary to, keep and maintain all of its Property that is necessary and material to the operation of the business of the Borrower and its Subsidiaries, taken as whole, in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 6.9. **Inspection; Keeping of Books and Records**.

(a) The Borrower will, and will cause each Material Subsidiary to, at the Borrower's expense, permit the Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property (subject to such physical security requirements as the Borrower or the applicable Material Subsidiary may reasonably require), to examine and make copies of the books of accounts and other financial records of the Borrower and each Material Subsidiary (except to the extent that such access is restricted by law or by a bona fide non-disclosure agreement not entered into for the purpose of evading the requirements of this Section), and to discuss the affairs, finances and accounts of the Borrower and each Material Subsidiary with, and to be advised as to the same by, their respective officers upon reasonable notice and at such reasonable times and intervals as the Agent or any Lender may designate; provided that the Borrower shall only be responsible for the expenses of one such visit, examination and/or inspection (in the aggregate among the Agent and the Lenders) in any twelve month period, unless such visit, examination and/or inspection is conducted during the continuance of an Event of Default.

(b) The Borrower shall keep and maintain, and cause each of its Material Subsidiaries to keep and maintain, in all material respects, proper books of record and account in which entries shall be made of all dealings and transactions in relation to their respective businesses and activities in sufficient detail as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP.

ARTICLE VII.

NEGATIVE COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

Section 7.1. **Fundamental Changes**. The Borrower will not, and will not permit any of its Material Subsidiaries to, (a) enter into any transaction of merger or (b) consolidate, liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); provided, that as long as no Default or Event of Default exists and is continuing or would be caused thereby: (i) a

Person (including a Subsidiary of the Borrower) may be merged or consolidated with or into the Borrower so long as (A) the Borrower shall be the continuing or surviving entity and (B) the Borrower remains liable for its obligations under this Agreement and all the rights and remedies hereunder remain in full force and effect, (ii) a Material Subsidiary may (A) merge or consolidate with or into another Subsidiary of the Borrower or (B) merge or consolidate with or into any other Person (other than the Borrower, which shall be governed by clause (i) of this Section) so long as either (x) such Material Subsidiary shall be the surviving entity of such merger or consolidation or (y) upon such merger or consolidation, such other Person would become a Material Subsidiary of the Borrower after giving effect to such merger or consolidation (it being understood that, notwithstanding anything to the contrary contained herein, for purposes of this clause (y) only, a Material Subsidiary shall mean, as at any time of determination, a Subsidiary whose total assets, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower, on a consolidated basis, as determined in accordance with GAAP, at such time) and (iii) the Borrower or any Subsidiary may otherwise take such action to the extent permitted by Section 7.2(b).

Section 7.2. **Asset Sales**.

(a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of all or substantially all of the assets of the Borrower and its Subsidiaries on a consolidated basis.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of assets (including interests in any Person), businesses or operations of any Person; provided, that, subject to Section 7.2(a) above, (i) the Borrower and its Subsidiaries may enter into sales and leases of inventory in the ordinary course of business, (ii) the Borrower and its Subsidiaries may enter into leases of transportation capacity, storage capacity, and/or processing capacity in the ordinary course of business, (iii) the Borrower and its Subsidiaries may enter into conveyances, sales, leases, transfers, or other dispositions of obsolete, surplus or unusable equipment in the ordinary course of its business and (iv) if no Default or Event of Default exists and is continuing or would be caused thereby, the Borrower and its Subsidiaries may convey sale, lease, transfer or dispose of other assets.

(c) Notwithstanding the foregoing Sections 7.2(a) and (b), nothing in this Section 7.2 shall be deemed to prohibit (i) the IPO or (ii) the Borrower or any Subsidiary from conveying, selling, leasing, transferring, or otherwise disposing of any assets to any other Subsidiary or to the Borrower.

Section 7.3. **Indebtedness**. The Borrower will not permit its Subsidiaries (other than Excluded Subsidiaries) to create, assume, incur or suffer to exist any Indebtedness, except for the following:

(a) Indebtedness existing on the Closing Date and listed on Schedule 7.3 and renewals, extensions and refinancings of such Indebtedness that do not violate Section 7.10.

(b) Indebtedness of any Subsidiary to the Borrower or any other Subsidiary.

(c) Unsecured Indebtedness of a Person that becomes a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date; provided that such Indebtedness was not incurred in contemplation of such Person becoming a Subsidiary, together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(d) Guarantees of Indebtedness of any Subsidiary permitted hereunder by any other Subsidiary.

(e) Indebtedness of any Subsidiary (or any Person that will become a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date, provided that such Indebtedness is not incurred in contemplation of such entity becoming a Subsidiary) secured by a Lien permitted pursuant to Section 7.4(a), together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(f) Indebtedness in respect of Swap Agreements or credit support in respect thereof entered into in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

(g) Indebtedness in respect of a Permitted Receivables Financing.

(h) Guarantees by any Subsidiary of Indebtedness of the Borrower to the extent such Subsidiary has guaranteed the Indebtedness of the Borrower under this Agreement on terms and conditions satisfactory to the Agent.

(i) Non-Recourse Indebtedness of Excluded Subsidiaries.

(j) Indebtedness in an aggregate amount not to exceed at any one time outstanding the greater of (x) $250,000,000 and (y) 5% of Consolidated Tangible Assets.

Section 7.4. **Liens**. The Borrower will not, nor will it permit any Material Subsidiary (other than an Excluded Subsidiary) to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or any of its Material Subsidiaries (other than Excluded Subsidiaries), except:

(a) Any Lien securing Indebtedness, including a Capitalized Lease, incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving fixed or capital assets; provided that (i) such Lien shall be created substantially simultaneously with or within 12 months after the acquisition thereof or the completion of the repair, construction or improvement thereof, (ii) such Lien shall not apply to any other property or assets of the Borrower or of its Material Subsidiaries (other than repairs, renewals, replacements, additions, accessions, improvements and betterments thereto) and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing, improving, altering or repairing such fixed or capital assets, as the case may be.

(b) Any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into the Borrower or any Subsidiary, or otherwise becomes a Subsidiary; provided that (i) such Lien existed at the time such Person became a Subsidiary and was not created in anticipation thereof, and (ii) such Lien does not encumber any other property or assets of the Borrower or any of its Subsidiary (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

(c) Any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Subsidiary; provided that (i) such Lien existed at the time of such acquisition and was not created in anticipation thereof, and (ii) such Lien does not encumber any other property or assets (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

(d) Any Lien arising out of the refinancing, extension, renewal or refunding of any debt secured by any Lien permitted by Section 7.4(a), 7.4(b), 7.4(c), 7.4(m), 7.4(n), or 7.4(r); provided that no such Lien shall encumber any additional assets (other than additions thereto and property in replacement or substitution thereof) or secure debt with a larger principal amount (other than in respect of accrued interest, fees and transaction costs) than the debt being refinanced, extended, renewed or refunded.

(e) Liens for taxes, assessments or governmental charges or levies on its Property (i) not yet due or delinquent (after giving effect to any applicable grace period) or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP.

(f) Liens imposed by law, such as landlords', carriers', warehousemen's, materialmen's, interest owner's of oil and gas production and mechanics' liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves are maintained in accordance with GAAP.

(g) (i) Liens arising out of pledges or deposits, surety bonds or performance bonds, in each case relating to or under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or (ii) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature or arising as a result of progress payments under government contracts, in each case incurred in the ordinary course of business.

(h) Easements (including reciprocal easement agreements and utility agreements), reservations, rights-of-way, covenants, consents, encroachments, variations, charges, restrictions, survey exceptions and other similar encumbrances as to real property of the Borrower and its Subsidiaries, which do not materially interfere with the conduct of the business of the Borrower or such Subsidiary conducted at the property subject thereto.

(i) Liens arising by reason of any judgment, decree or order of any court or other governmental authority which do not result in an Event of Default.

(j) Liens on deposits required by any Person with whom the Borrower or any of its Subsidiaries enters into Swap Agreements or any credit support therefor, in each case, in the ordinary course of business for the purpose of mitigating risks associated with liabilities (including interest rate liabilities), commitments, investments, assets or property held or reasonably anticipated.

(k) Liens, including Liens imposed by Environmental Laws, that (i) do not secure Indebtedness, (ii) do not secure obligations in an aggregate amount exceeding $50,000,000 at any time prior to the date that the Borrower achieves Investment Grade Status, (iii) do not in the aggregate materially detract from the value of its assets (other than to the extent of such Lien) or materially impair the use thereof in the operation of its business and (iv) in the case of all such Liens other than those imposed by Environmental Laws, are incurred in the ordinary course of business.

(l) Deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

(m) Liens created or assumed by the Borrower or a Subsidiary on any contract for the permitted sale of any product or service or any proceeds therefrom (including accounts and other receivables).

(n) Liens created by the Borrower or a Subsidiary on advance payment obligations by such Person to secure indebtedness incurred to finance advances for oil, gas, hydrocarbon and other mineral exploration and development.

(o) Liens securing obligations, neither assumed by the Borrower or any Subsidiary nor on account of which the Borrower or any Subsidiary customarily pays interest, upon real estate or under which the Borrower or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Borrower or any Subsidiary is the lessee of the whole thereof or any interest therein for the purpose of locating pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

(p) Liens arising by virtue of any statutory or common law provision relating to banker’s liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution and Liens of a collecting bank arising in the ordinary course of business under Section 4-210 of the Uniform Commercial Code in effect in the relevant jurisdiction.

(q) Liens granted to the Agent, for the benefit of the Lenders and the LC Issuers, in the Cash Collateral Account.

(r) Liens existing on the Closing Date and listed on Schedule 7.4.

(s) Liens on the Capital Stock or assets of any Receivables Entity, or Liens on Receivables Facility Assets sold, contributed, financed or otherwise conveyed or pledged in connection with a Permitted Receivables Financing.

(t) Liens securing Indebtedness of a Subsidiary to the Borrower or to a Non-Excluded Subsidiary.

(u) Leases and subleases of real property owned or leased by the Borrower or any Subsidiary and not materially interfering with the ordinary conduct of the business of the Borrower and the Subsidiaries.

(v) Cash collateral and other Liens securing obligations incurred in the ordinary course of its energy marketing business (other than any obligations in respect of Swap Agreements or similar transactions, in each case that are not entered for the purpose of mitigating risks associated with liabilities (including interest rate liabilities), commitments, investments, assets or property held or reasonably anticipated).

(w) Liens not described in or otherwise permitted by Sections 7.4(a) through 7.4(v), inclusive, securing indebtedness in an aggregate amount not to exceed at any one time outstanding the greater of (x) $250,000,000 and (y) 5% of Consolidated Tangible Assets.

Section 7.5. **Affiliate Transactions**. The Borrower will not, and will not permit any Material Subsidiary to, directly or indirectly, enter into any transaction (including the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate (other than transactions between (i) the Borrower and any Non-Excluded Subsidiary, (ii) any Non-Excluded Subsidiary and another Non-Excluded Subsidiary or (iii) any Excluded Subsidiary and another Excluded Subsidiary) except upon fair and reasonable terms no less favorable to the Borrower or such Subsidiary (all terms of a particular transaction taken as a whole) than the Borrower or such Subsidiary could obtain in a comparable arm's length transaction; provided, that this Section shall not prohibit (a) any Restricted Payment permitted under Section 7.7, (b) the provision by the Borrower or any such Material Subsidiary of credit support to its Subsidiaries in the form of a performance guaranty or similar undertaking (but excluding any guaranty of, joint and several obligations for, or assumption of, Indebtedness or payment obligations), (c) the provision of letters of credit, guaranties, sureties and similar forms of credit support in respect of performance obligations of an Affiliate (but excluding any such support for Indebtedness or payment obligations) on terms and conditions that the Borrower or such Material Subsidiary, as applicable, believes in good faith to be fair and reasonable to the Borrower or such Material Subsidiary as applicable, provided, however, that to the extent the amount of the obligations of such Affiliate supported thereby exceeds $10,000,000, the provision of such letter of credit, guaranty, surety or similar form of credit support shall be approved by the board of directors or similar governing body of the General Partner and determined by such board of directors or similar governing body to be fair and reasonable to the Borrower or such Material Subsidiary, as applicable, (d) customary arrangements among Affiliates relating to the administrative or management services authorized by the Borrower's or such Subsidiary's organizational documents or board of directors or other governing body (or committee thereof), (e) equity investments by the Borrower and its Subsidiaries made after the Closing Date in any such Affiliates in an amount not to exceed $250,000,000, in the aggregate, at any one time (after giving effect to all returns of capital), (f) any transaction subject to the jurisdiction, approval, consent or oversight of any regulatory body or compliance with any applicable regulation, rule or guideline of any such regulatory body, (g) the IPO, (h) the transfer of Receivables Facility Assets to a Receivables Entity in connection with any Permitted Receivables Financing and (i) the transactions set forth on Schedule 7.5.

Section 7.6. **Excluded Subsidiaries**. The Borrower shall take such action as is necessary (including, at the Borrower's option, subject to Section 9.17, designating a Subsidiary that was previously an Excluded Subsidiary as a Non-Excluded Subsidiary and/or transferring assets from an Excluded Subsidiary to a Non-Excluded Subsidiary) to ensure that the aggregate assets owned by all Excluded Subsidiaries does not exceed, at any one time, 15% of consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

Section 7.7. **Restricted Payments**. Prior to the date that the Borrower first achieves Investment Grade Status, the Borrower shall not, and shall not permit its Subsidiaries to, make any Restricted Payments other than the following: (a) ratable distributions by Subsidiaries and joint ventures of the Borrower or its Subsidiaries, to the Borrower and/or to Subsidiaries of the Borrower and the other joint venturers therein, (b) ratable distributions paid only in common (non-preferential and non-redeemable) equity securities, (c) distributions in connection with stock option or other benefit plans for management and employees, (d) payment of management, marketing services, credit support and general and administrative fees and expenses in accordance with its governing documents and/or the other arrangements or agreements permitted by Section 7.5, and payment of or reimbursement for (or indemnification for) costs, fees and expenditures made or incurred for or on behalf of it or its Subsidiaries by any Person in connection with providing such services, and (e) if and to the extent that no Event of Default then exists or would result therefrom, the Borrower may make (i) distributions with respect to the partnership interests in the Borrower in an amount not to exceed (A) Distributable Cash (as defined in the Partnership Agreement) prior to the consummation of the IPO and (B) Available Cash (as defined in the Partnership Agreement) on and after the consummation of the IPO and (ii) distributions required by the Partnership Agreement in connection with any Bronco Arrearage Amount, CERC Arrearage Amount or OGE Arrearage Amount (each as defined in the Partnership Agreement).

Section 7.8. **Nature of Business**. The Borrower and its Subsidiaries shall not engage in any business other than such business that is substantially the same as conducted by the Borrower and its Subsidiaries as of the Closing Date and other businesses in the energy industry reasonably related thereto (including, without limitation, the gathering, fractionation, distillation, marketing, processing, purchase, sale, storage, trading, treatment, and transportation of natural gas, natural gas liquids, crude oil, and their products).

Section 7.9. **Restrictive Agreements**. The Borrower will not, and will not permit any Material Subsidiary to, enter into or permit to exist any agreement or other consensual arrangement that explicitly prohibits or restricts the ability of any Material Subsidiary to make any payment of any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of such Material Subsidiary, now or hereafter outstanding; provided that the foregoing shall not prohibit financial incurrence, maintenance and similar covenants that indirectly have the practical effect of prohibiting or restricting the ability of a Material Subsidiary to make such payments or provisions that require that a certain amount of capital be maintained, or prohibit the return of capital to shareholders above certain dollar

limits; provided further, that the foregoing shall not apply to (i) prohibitions and restrictions imposed by law or by this Agreement, (ii) prohibitions and restrictions contained in, or existing by reason of, any agreement or instrument (A) existing on the Closing Date, (B) relating to any Indebtedness of, or otherwise to, any Person at the time such Person first becomes a Material Subsidiary, so long as such prohibition or restriction was not created in contemplation of such Person becoming a Material Subsidiary, and (C) effecting a renewal, extension, refinancing, refund or replacement (or successive extensions, renewals, refinancings, refunds or replacements) of Indebtedness or other obligations issued or outstanding under an agreement or instrument referred to in clauses (ii)(A) and (ii)(B) above, so long as the prohibitions or restrictions contained in any such renewal, extension, refinancing, refund or replacement agreement, taken as a whole, are not materially more restrictive than the prohibitions and restrictions contained in the original agreement or instrument, as determined in good faith by an Authorized Officer, (iii) any prohibitions or restrictions with respect to a Material Subsidiary imposed pursuant to an agreement that has been entered into in connection with a disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (iv) restrictions contained in joint venture agreements, partnership agreements and other similar agreements with respect to a joint ownership arrangement restricting the disposition or distribution of assets or property of, or the activities of, such joint venture, partnership or other joint ownership entity, or any of such entity's subsidiaries, if such restrictions are not applicable to the property or assets of any other entity and (v) any prohibitions or restrictions on any Receivables Entity pursuant to a Permitted Receivables Financing.

Section 7.10. **Limitation on Amending Certain Documents**. The Borrower will not, and will not permit any Subsidiary to, modify or amend (a) (i) the Existing Enogex Term Loan Agreement or (ii) the Existing Enogex Senior Notes, in each case, to the extent such amendment would increase the principal amount of, or extend the maturity of, the Indebtedness evidenced thereby, provided that this clause (a) shall not prohibit any amendment to the Existing Enogex Term Loan Agreement or the Existing Enogex Senior Notes, or refinancing of such Indebtedness to the extent such amended or refinanced Indebtedness would otherwise be permitted by Section 7.3 or (b) the Partnership Agreement or the Material JV Agreements, in each case described in this clause (b), in a manner that is materially adverse to the Lenders.

Section 7.11. **Consolidated Leverage Ratio**.

(a) The Borrower will not permit, as of the last day of each fiscal quarter, the Consolidated Leverage Ratio as of such date to be (a) on any date of determination other than during an Acquisition Period, greater than 5.00:1.00 and (b) on any date of determination during an Acquisition Period, greater than 5.50:1.00.

(b) For purposes of calculating compliance with the financial covenant set forth in Section 7.11(a), Consolidated EBITDA may include, at Borrower's option, any Qualified Project EBITDA Adjustments as provided in the definition thereof.

Section 7.12. **Interest Coverage Ratio**. The Borrower will not permit, as of the last day of each fiscal quarter occurring prior to the first date on which the Borrower achieves Investment Grade Status, the ratio of Consolidated EBITDA to Consolidated Interest Expense as of such date to be less than 3.00:1.00.

ARTICLE VIII.

EVENTS OF DEFAULT, ACCELERATION AND REMEDIES

Section 8.1. **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) Any representation or warranty made or deemed made by or on behalf of the Borrower under or in connection with this Agreement, any Credit Extension, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be incorrect or untrue in any material respect (other than a representation and warranty that is subject to a materiality qualifier in the text thereof, which shall be incorrect or untrue in any respect) when made or deemed made.

(b) Nonpayment of (i) principal of any Loan or any Reimbursement Obligation when due, (ii) interest upon any Loan or of any fee under any of the Loan Documents within five (5) Business Days after the same becomes due or (iii) any other obligation or liability under this Agreement or any other Loan Document within ten (10) Business Days after the Borrower's receipt of notice from the Agent of such nonpayment.

(c) (i) The breach by the Borrower of any of the terms or provisions of Section 6.2, 6.3 (provided that such Event of Default shall be deemed automatically cured or waived upon the delivery of such notice or the cure or waiver of the related Default or Event of Default, as applicable), 6.4 (with respect to the Borrower's or any Material Subsidiary's existence), or Article VII or (ii) the breach by the Borrower of any of the terms or provisions of Section 6.1(a), 6.1(b), 6.1(c), or 6.1(i) which is not remedied within five (5) Business Days after written notice thereof is given by the Agent or a Lender to the Borrower.

(d) The breach by the Borrower (other than a breach which constitutes an Event of Default under another Section of this Article VIII) of any of the terms or provisions of this Agreement or any Note which is not remedied within thirty (30) days after written notice thereof is given by the Agent or a Lender to the Borrower.

(e) (i) Failure of the Borrower or any Material Subsidiary to pay when due (after any applicable grace period) any Material Indebtedness; (ii) the Borrower or any Material Subsidiary shall default (after the expiration of any applicable grace period) in the observance or performance of any covenant or agreement relating to any Material Indebtedness and as a result thereof such Material Indebtedness shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof; provided that the foregoing shall not apply to any mandatory prepayment or optional redemption of any Indebtedness which would be required to be repaid in connection with the consummation of a transaction by the Borrower or any such Subsidiary not prohibited pursuant to this Agreement; or (iii) the Borrower or any of its Material Subsidiaries shall not pay, or shall admit in writing its inability to pay, its debts generally as they become due.

(f) The Borrower or any of its Material Subsidiaries shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, (v) take any formal corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 8.1(f), or (vi) fail to contest within the applicable time period any appointment or proceeding described in Section 8.1(g).

(g) Without the application, approval or consent of the Borrower or any of its Material Subsidiaries, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any of its Material Subsidiaries or any Substantial Portion of its Property, or a proceeding described in Section 8.1(f) shall be instituted against the Borrower or any of its Material Subsidiaries and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of ninety (90) consecutive days.

(h) A judgment or other court order for the payment of money in excess of $100,000,000 (net of any amounts paid or covered by independent third party insurance as to which the relevant insurance company does not dispute coverage) shall be rendered against the Borrower or any Material Subsidiary and such judgment or order shall continue without being vacated, discharged, satisfied or stayed or bonded pending appeal for a period of forty-five (45) days.

(i) The Unfunded Liabilities of all Single Employer Plans could in the aggregate reasonably be expected to result in a Material Adverse Effect or any ERISA Event under clauses (a), (b) and (c) of the definition thereof shall occur in connection with any Plan that could reasonably be expected to have a Material Adverse Effect.

(j) Any Change of Control shall occur.

(k) The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that it has incurred, pursuant to Section 4201 of ERISA, withdrawal liability to such Multiemployer Plan in an amount which, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Borrower or any other member of the Controlled Group as withdrawal liability (determined as of the date of such notification), exceeds $100,000,000.

(l) The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, if as a result of such reorganization or termination the aggregate annual contributions of the Borrower and the other members of the Controlled Group (taken as a whole) to all Multiemployer Plans which are then in reorganization or being terminated have been or will be increased, in the aggregate, over the amounts contributed to such Multiemployer Plans for the respective plan years of such Multiemployer Plans immediately preceding the plan year in which the reorganization or termination occurs by an amount exceeding $100,000,000.

(m) Any material portion of this Agreement or any Note shall fail to remain in full force or effect or any action shall be taken by the Borrower to assert the invalidity or unenforceability of any such Loan Document.

Section 8.2. **Acceleration/Remedies**.

(a) Automatic Acceleration of Maturity. If any Event of Default described in Section 8.1(f) or (g) occurs with respect to the Borrower:

(i) the obligations of the Lenders (including the Swing Line Lender) to make Loans hereunder and the obligation and power of the LC Issuers to issue Facility LCs shall automatically terminate and the Obligations shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower;

(ii) the Borrower will be and become thereby unconditionally obligated, without any further notice, act or demand, to deposit with the Agent an amount in immediately available funds, which funds shall be held in the Cash Collateral Account, equal to the difference of (x) the amount of LC Obligations at such time minus (y) the amount on deposit in the Cash Collateral Account at such time which is free and clear of all rights and claims of third parties (other than the Agent, the LC Issuers and the Lenders) and has not been applied against the Obligations (the "Collateral Shortfall Amount"); and

(iii) the Agent shall at the request of, or may with the consent of, the Required Lenders proceed to enforce its rights and remedies under any Loan Document for the ratable benefit of the Lenders and the LC Issuers.

(b) Optional Acceleration of Maturity. If any Event of Default occurs (other than an Event of Default described in Section 8.1(f) or (g)), the Agent, upon the request of the Required Lenders, shall, or with the consent of the Required Lenders, may:

(i) terminate or suspend the obligations of the Lenders to make Loans hereunder and the obligation and power of the LC Issuers to issue Facility LCs, or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives;

(ii) upon notice to the Borrower and in addition to the continuing right to demand payment of all amounts payable under this Agreement, make demand on the Borrower to deposit, and the Borrower will forthwith upon such demand and without any further notice or act deposit with the Agent, the Collateral Shortfall Amount, which funds shall be deposited in the Cash Collateral Account; and

(iii) proceed to enforce its rights and remedies under any Loan Document for the ratable benefit of the Lenders and the LC Issuers.

(c) Rescission of Acceleration. If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans and the obligation and power of the LC Issuers to issue Facility LCs hereunder as a result of any Event of Default (other than any Event of Default as described in Section 8.1(f) or (g) with respect to the Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination.

(d) Application of Payments. In the event that the Obligations have been accelerated pursuant to Section 8.2(a)(i) or Section 8.2(b)(i), all payments received by the Lenders upon the Obligations and all net proceeds from the enforcement of the Obligations shall be applied:

FIRST, to the payment of all costs, internal charges, and out-of-pocket expenses (including reasonable attorneys' fees) of the Agent and the Lenders in connection with enforcing the rights of the Lenders under the Loan Documents, pro rata as set forth below;

SECOND, to payment of any fees owed to the Agent, or any Lender, pro rata as set forth below;

THIRD, to the payment of all accrued interest payable to the Lenders hereunder, pro rata as set forth below;

FOURTH, to the payment of the outstanding principal amount of the Loans and to the payment or Cash Collateralization of the outstanding LC Obligations, pro rata, as set forth below;

FIFTH, to all other Obligations which shall have become due and payable under the Loan Documents and not repaid pursuant to clauses "FIRST" through "FOURTH" above; and

SIXTH, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus, or as a court of competent jurisdiction may direct.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (ii) subject to Section 2.24(a)(ii), each of the Lenders shall receive an amount equal to its Pro Rata Share of amounts available to be applied; and (iii) to the extent that any amounts available for distribution pursuant to clause "FOURTH" above are attributable to the issued but undrawn amount of outstanding Facility LCs, such amounts shall be held by the Agent in the Cash Collateral Account and applied (A) first, to reimburse the applicable LC Issuer from time to time for any drawings under such Facility LCs and (B) then, following the expiration of all Facility LCs, to all other obligations of the types described in clauses "FOURTH", "FIFTH" and "SIXTH" above in the manner provided in this Section 8.2(d).

Section 8.3. **Preservation of Rights.** The enumeration of the rights and remedies of the Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Borrower, the Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default. No waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 9.1, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations (other than contingent indemnification obligations or Obligations which have been Cash Collateralized in accordance with the terms hereof) have been paid in full.

ARTICLE IX.

GENERAL PROVISIONS

Section 9.1. **Amendments**.

(a) Amendments. Subject to the provisions of this Section 9.1, neither this Agreement nor any other Loan Document (other than the Fee Letters), nor any provision hereof or thereof, may be waived, amended, supplemented or modified except pursuant to an instrument or instruments in writing entered into by the Borrower and the Required Lenders (or the Agent with the consent in writing of the Required Lenders); provided that no such waiver, amendment or modification shall:

(i) without the consent of all of the Lenders affected thereby:

(A) extend the final maturity of any Loan or postpone any regularly scheduled payment of principal of any Loan or forgive all or any portion of the principal amount thereof, or any Reimbursement Obligations related thereto, or reduce the rate or extend the time of payment of any interest or fee payable hereunder or Reimbursement Obligations related thereto (other than a waiver or rescission of the application of the Default Rate pursuant to Section 2.11 or an acceleration pursuant to Section 8.2(a)(i) or 8.2(b)(i));

(B) increase the amount of or extend the expiration date of any Lender's Commitment; or

(C) extend the Scheduled Revolving Credit Maturity Date (other than as set forth in Section 2.21); or

(ii) without the consent of all of the Lenders:

(A) Amend this Section 9.1 or Section 8.2(d) or 9.7 or Article XI;

(B) Reduce the percentage specified in the definition of Required Lenders or any other percentage of Lenders specified to be the applicable percentage in this Agreement to act on specified matters or amend the definition of "Pro Rata Share"; or

(C) permit the Borrower to assign its rights or obligations under this Agreement.

No amendment of any provision of this Agreement relating to the Agent shall be effective without the written consent of the Agent. No amendment of any provision of this Agreement relating to the Swing Line Lender or any Swing Line Loans shall be effective without the written consent of the Swing Line Lender. No amendment of any provision of this Agreement relating to any LC Issuer shall be effective without the written consent of such LC Issuer. The Agent may waive payment of the fee required under Section 12.3(c) without obtaining the consent of any other party to this Agreement. Any Fee Letter may be amended by an agreement entered into by each of the parties to such Fee Letter.

(b) Defaulting Lenders. Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by Applicable Law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided, that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

Section 9.2. **Survival of Representations.** All representations and warranties of the Borrower contained in this Agreement shall survive the making of the Credit Extensions herein contemplated.

Section 9.3. **Governmental Regulation.** Anything contained in this Agreement to the contrary notwithstanding, no Lender or LC Issuer shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

Section 9.4. **Headings.** Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

Section 9.5. **Entire Agreement.** The Loan Documents embody the entire agreement and understanding among the Borrower, the Agent and the Lenders and supersede all prior agreements and understandings among the Borrower, the Agent and the Lenders relating to the subject matter thereof.

Section 9.6. **Several Obligations; Benefits of this Agreement.** The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns; provided, that the parties hereto expressly agree that each Arranger shall enjoy the benefits of the provisions of Sections 9.7, 9.11 and 10.9 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

Section 9.7. **Expenses; Indemnification.**

(a) Costs and Expenses. The Borrower shall reimburse the Agent and the Arrangers for all reasonable out-of-pocket costs and expenses (including the reasonable fees and expenses of Bracewell & Giuliani LLP, counsel to Citi in its capacity as Agent and an Arranger, and no other counsel of any other Lender or Arranger) paid or incurred by the Agent or the Arrangers in connection with the investigation, preparation, negotiation, documentation, execution, delivery, syndication, distribution (including via the internet), review, amendment, modification and administration of the Loan Documents. The Borrower also agrees to reimburse the Agent, the Syndication Agent, the Co-Documentation Agents, the Arrangers, the Lenders and the LC Issuers (each such Person being called a "Reimbursed Party" and collectively, the "Reimbursed Parties") for all costs and out-of-pocket expenses (including, without limitation, the reasonable fees and disbursements of counsel, which shall be limited to a single firm of counsel for the Reimbursed Parties, taken as a whole, and, if reasonably necessary, a single firm of local or regulatory counsel in each appropriate jurisdiction and a single firm of special counsel for each relevant specialty, in each case for the Reimbursed Parties, taken as a whole and, solely in the case of an actual or perceived conflict of interest (as reasonably identified by a Reimbursed Party), where the Reimbursed Party affected by such conflict informs the Borrower of such conflict, one additional firm of counsel in each relevant jurisdiction for the affected Reimbursed Parties similarly situated, taken as a whole) paid or incurred by any Reimbursed Party in connection with the enforcement of any of their respective rights and remedies under the Loan Documents.

(b) Indemnification. The Borrower hereby further agrees to indemnify the Agent, the Syndication Agent, the Co-Documentation Agents, each Arranger, each Lender, each LC Issuer and each of their respective Related Parties (each such Person being called an "Indemnitee") from and against all losses, claims, damages, penalties, judgments, liabilities and

expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not such Indemnitee is a party thereto, and all reasonable fees and disbursements of counsel, which shall be limited to a single firm of counsel for all Indemnitees, taken as a whole, and, if reasonably necessary, a single firm of local or regulatory counsel in each appropriate jurisdiction and a single firm of special counsel for each relevant specialty, in each case for all Indemnitees, taken as a whole and, solely in the case of an actual or perceived conflict of interest (as reasonably identified by an Indemnitee) where the Indemnitee affected by such conflict informs the Borrower of such conflict, one additional firm of counsel in each relevant jurisdiction for the affected Indemnitees similarly situated, taken as a whole) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Credit Extension hereunder except to the extent such losses, claims, damages, penalties, judgments, liabilities or expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee, (2) a material breach by such Indemnitee of its obligations under this Agreement or (3) claims of one or more Indemnitees against another Indemnitee (other than claims against the Agent or the Arrangers in their capacities as such) and not involving any act or omission of the Borrower or any of its Related Parties. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.7(b) applies, such indemnity will be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, any of its directors, security holders or creditors, an Indemnitee or any other person or an Indemnitee is otherwise a party thereto and whether or not the transactions contemplated by this Agreement are consummated. The obligations of the Borrower under this Section 9.7(b) shall survive the termination of this Agreement. In no event shall this clause (b) operate to expand the obligations of the Borrower under the first sentence of clause (a) above to require the Borrower to reimburse or indemnify the Lenders, the LC Issuers, the Syndication Agent or the Co-Documentation Agents for any amounts of the type described therein. This Section 9.7(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 9.8. **Numbers of Documents.** All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each Lender and LC Issuer to the extent that the Agent deems necessary.

Section 9.9. **Accounting.** Except as provided to the contrary herein, all accounting terms used in the calculation of any financial covenant or test shall be interpreted and all accounting determinations hereunder in the calculation of any financial covenant or test shall be made in accordance with Agreement Accounting Principles.

Section 9.10. **Severability of Provisions.** Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

Section 9.11. **Nonliability; Waiver of Consequential Damages.** The relationship between the Borrower on the one hand and the Lenders and the Agent on the other hand shall be solely that of borrower and lender. None of the Agent, the Arrangers, the LC Issuers nor the Lenders shall have any fiduciary responsibilities to the Borrower. None of the Agent, the Arrangers, the LC Issuers nor the Lenders undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. The Borrower agrees that none of the Agent, the Arrangers, the LC Issuers nor the Lenders shall have liability (whether direct or indirect, in contract, tort or otherwise) to the Borrower or any of its Affiliates or any of their respective security holders or creditors for losses suffered in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of the party from which recovery is sought or (ii) a material breach by the party from which recovery is sought of its obligations under this Agreement. Each party hereto agrees that no other party hereto nor any of its Related Parties shall have any liability to any other party hereto (or its Related Parties) on any theory of liability for any special, indirect, consequential or punitive damages (including without limitation, any loss of profits, business or anticipated savings) in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby; provided that this waiver shall in no way limit the Borrower's indemnification obligations in Section 9.7(b) to the extent of any third-party claim for any of the foregoing, including the Borrower's obligation to indemnify Indemnitees for special, indirect, consequential or punitive damages awarded against an Indemnitee.

Section 9.12. **Confidentiality.** Each of the Agent, the LC Issuers and the Lenders agrees that any Information (as defined below) delivered or made available to it shall (i) be kept confidential, (ii) be used solely in connection with evaluating, approving, structuring, administering or enforcing the credit facility contemplated hereby and (iii) not be provided to any other Person; provided that nothing in clauses (i) and (iii) above shall prevent the Agent, any LC Issuer or any Lender from disclosing such information (a) to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by, or required to be disclosed to, any rating agency, or regulatory or similar authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) in response to any order of any court or other governmental authority having jurisdiction over it or as may otherwise be required pursuant to any requirement of law or as requested by any self-regulatory body (in which case it shall (i) promptly notify the Borrower in advance of disclosure, to the extent permitted by law and to the extent practicable, and (ii) so furnish only that portion of such Information which it is legally required to disclose), (d) if legally compelled to do so in connection with any litigation or similar proceeding (in which case it shall (i) promptly notify the Borrower in advance of disclosure, to the extent permitted by law and to the extent practicable, and (ii) so furnish only that portion of such Information which it is legally required to disclose), (e) to any other party hereto, (f) in connection with the exercise of any remedies under this Agreement or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (g) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its

rights or obligations under this Agreement, or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (h) with the consent of the Borrower, (i) to Gold Sheets and other similar bank trade publications, such information to consist of deal terms and other information customarily found in such publications, or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent, any LC Issuer or any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower or its Related Parties and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any) or (k) to governmental regulatory authorities in connection with any regulatory examination of the Agent, any LC Issuer or any Lender or in accordance with the Agent's, any LC Issuer's or any Lender's regulatory compliance policy if the Agent or such LC Issuer or Lender deems necessary for the mitigation of claims by those authorities against the Agent, such LC Issuer or such Lender or any of its subsidiaries or affiliates. For purposes of this Section, "Information" means all information received from the Borrower or any of its Related Parties relating to the Borrower or any Affiliate thereof or any of their respective businesses, assets, properties, operations, products, results or condition (financial or otherwise) other than (i) any such information that is received by the Agent, any LC Issuer or any Lender from a source other than the Borrower and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any), (ii) information that is publicly available other than as a result of the breach of a duty of confidentiality by such Person or its Related Parties or by another Person known by any of the foregoing to be subject to such a duty of confidentiality, (iii) information already known to or, other than information described in clause (i) above, in the possession of the Agent, any LC Issuer or any Lender prior to its disclosure by the Borrower, or (iv) information that is independently developed, discovered or arrived at by the Agent, any LC Issuer or any Lender. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.13. **Lenders Not Utilizing Plan Assets.** Each Lender represents and warrants that none of the consideration used by such Lender to make its Loans constitutes for any purpose of ERISA or Section 4975 of the Code assets of any "plan" as defined in Section 3(3) of ERISA or Section 4975 of the Code and the rights and interests of such Lender in and under the Loan Documents shall not constitute such "plan assets" under ERISA.

Section 9.14. **Nonreliance**. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) for the repayment of the Credit Extensions provided for herein.

Section 9.15. **Disclosure.** The Borrower and each Lender, including the LC Issuers, hereby acknowledge and agree that Citibank and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrower and its Affiliates.

Section 9.16. **USA Patriot Act**. The Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

Section 9.17. **Excluded Subsidiaries.** The Borrower shall have the right, at any time with prior written notice to the Agent, to (i) designate any Subsidiary as an Excluded Subsidiary in accordance with the requirements of such definition or (ii) remove any Subsidiary from being an Excluded Subsidiary; provided that with respect to any Subsidiary, after the second designation of such Subsidiary as a Non-Excluded Subsidiary from an Excluded Subsidiary, such Subsidiary may not be re-designated as an Excluded Subsidiary at a later date.

Section 9.18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

Section 9.19. **Removal of Lender**. Notwithstanding anything herein or in any other Loan Document to the contrary, the Borrower may, at any time in its sole discretion, remove any Lender upon 15 Business Days' written notice to such Lender and the Agent (the contents of which notice shall be promptly communicated by the Agent to the LC Issuers and the Lenders), such removal to be effective at the expiration of such 15-day notice period; provided, however, that no Lender may be removed hereunder at a time when an Event of Default shall have occurred and be continuing; and provided, further, that if such Lender is an LC Issuer that has issued any outstanding Facility LCs at such time, its rights and obligations as an LC Issuer with respect to such Facility LCs shall continue in full force and effect, notwithstanding its removal as a Lender. Each notice by the Borrower under this Section 9.19 shall constitute a representation by the Borrower that the removal described in such notice is permitted under this Section 9.19. Concurrently with such removal and as a condition thereof, the Borrower shall pay to such removed Lender (or, if such Lender is a Defaulting Lender, to Agent) all amounts owing to such Lender hereunder (including any amounts arising under Section 3.4 as a consequence of such removal) and under any other Loan Document in immediately available funds. Upon full and final payment hereunder of all amounts owing to such removed Lender, such Lender shall make appropriate entries in its accounts evidencing payment of all Loans hereunder and releasing the Borrower from all obligations owing to the removed Lender in respect of the Loans hereunder and surrender to the Agent for return to the Borrower any Notes of the Borrower then held by it. Effective immediately upon such full and final payment, such removed Lender will not be considered to be a "Lender" for purposes of this Agreement, except for the purposes of any provision hereof that by its terms survives the termination of this Agreement and the payment of the amounts payable hereunder. Effective immediately upon such removal, the Commitment of such removed Lender shall immediately terminate. Such removal will not, however, affect the Commitments of any other Lenders hereunder.

Section 9.20. **Notices**.

(a) Notices. Except as otherwise permitted by Section 2.14, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (x) in the case of the Borrower, the Lenders, the LC Issuers or the Agent, at its address or facsimile number set forth on the signature pages hereof or, (y) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Agent and the Borrower in accordance with the provisions of this Section 9.20. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that, subject to Section 2.14, notices to the Agent under Article II shall not be effective until received.

(b) Electronic Communications. Notices and other communications to the Lenders and the LC Issuers hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender or LC Issuer pursuant to Section 2.16 if such Lender or LC Issuer, as applicable, has notified the Agent that it is incapable of receiving notices under such Section by electronic communication. The Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Change of Address. The Borrower, the Agent, any LC Issuer and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE X.

THE AGENT

Section 10.1. **Appointment and Authority**. Each of the Lenders and the LC Issuers hereby irrevocably designates and appoints Citibank to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent, the LC Issuers and the Lenders, and neither the Borrower nor any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other

Loan Documents (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.2. **Rights as a Lender**. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

Section 10.3. **Exculpatory Provisions**. The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity**.**

The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.1) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Agent in writing by the Borrower, a Lender or an LC Issuer.

The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

Section 10.4. **Reliance by the Agent**. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) reasonably believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance or Modification of a Facility LC, that by its terms must be fulfilled to the satisfaction of a Lender or an LC Issuer, the Agent may presume that such condition is satisfactory to such Lender or LC Issuer unless the Agent shall have received notice to the contrary from such Lender or LC Issuer prior to the making of such Loan or the issuance or Modification of such Facility LC. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 10.5. **Delegation of Duties**. The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents selected and appointed by the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facility evidenced hereby as well as activities as Agent. The Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

Section 10.6. **Resignation of Agent**.

(a) The Agent may at any time give notice of its resignation to the Lenders, the LC Issuers and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower (and so long as no Event of Default shall have occurred and be continuing, subject to the approval of the Borrower, such approval not to be unreasonably withheld or delayed (it being understood and agreed that if such proposed successor Agent is unwilling or unable to be appointed as the successor Swing Line Lender or LC Issuer, as applicable, it shall not be unreasonable for the Borrower to withhold its

consent)), to appoint a successor from among the Lenders, which shall be a bank with an office in the United States having capital and retained earnings of at least $100,000,000, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders and the LC Issuers, appoint a successor Agent meeting the qualifications set forth above; provided that if the Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph (with the approval of the Borrower to the extent required above). Whether or not a successor has been appointed, such resignation of the retiring Agent shall become effective in accordance with such notice on the Resignation Effective Date (except that in the case of any collateral security held by the retiring Agent on behalf of the Lenders, the Swing Line Lender or any LC Issuer under any of the Loan Documents, the retiring Agent shall continue to hold such collateral security until such time as a successor Agent is appointed and accepts such appointment).

(b) With effect from the Resignation Effective Date (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments owed to the retiring Agent, all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender and LC Issuer directly, until such time, if any, as the Required Lenders appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or retired Agent (other than any rights to indemnity payments owed to the retiring Agent), and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article X and Section 9.7 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.6, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

(c) Any resignation by Citibank as Agent pursuant to this Section shall, unless otherwise agreed, also constitute its resignation (as of the Resignation Effective Date) as an LC Issuer and Swing Line Lender (but, in the case of the LC Issuer, only with respect to any Facility LCs issued after such date of resignation). Upon the acceptance of a successor's appointment as Agent hereunder (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring LC Issuer and Swing Line Lender, (ii) the retiring LC Issuer and Swing Line Lender shall be discharged from all of its duties and obligations in such capacities hereunder or under the other Loan Documents, and (iii) after such acceptance, the successor LC Issuer shall use commercially reasonable efforts to issue letters of credit in substitution for the Facility LCs issued by the retiring LC Issuer, if any, outstanding at the time of such succession.

Section 10.7. **Non-Reliance on Agent and Other Lenders**. Each Lender and LC Issuer acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and LC Issuer also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 10.8. **No Other Duties, etc**. Anything herein to the contrary notwithstanding, none of the Syndication Agent, the Co-Documentation Agents, or the Arrangers listed on the cover page or signature pages hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Agent, a Lender or an LC Issuer hereunder.

Section 10.9. **Agent, Arrangers and Co-Documentation Agent Fees**. The Borrower agrees to pay to the Agent, each Arranger and each Co-Documentation Agent, for their respective accounts, the fees agreed to by the Borrower pursuant to the applicable Fee Letters.

Section 10.10. **Reimbursement and Indemnification**.

(a) The Lenders agree to reimburse and indemnify the Agent, the Syndication Agent, the Arrangers and the Co-Documentation Agents ratably in proportion to the Lenders' Pro Rata Shares of the Aggregate Commitment (or, if the Aggregate Commitment has been terminated, of the Outstanding Credit Exposure) for any amounts not reimbursed by the Borrower (a) for which the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent is entitled to reimbursement by the Borrower under the Loan Documents, (b) for any other expenses incurred by the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents and (b) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including for any such amounts incurred by or asserted against the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent in connection with any dispute between the Agent, the Syndication Agent, any Arranger any Co-Documentation Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents (collectively, the "Indemnified Costs"); provided that (i) no Lender shall be liable for any portion of the Indemnified Costs that are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad

faith or willful misconduct of the party seeking indemnification and (ii) any indemnification required pursuant to Section 3.4 shall, notwithstanding the provisions of this Section 10.9, be paid by the relevant Lender in accordance with the provisions thereof. The failure of any Lender to reimburse the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent, as the case may be, promptly upon demand for its Pro Rata Share of any amount required to be paid by the Lenders as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent, as the case may be, for its Pro Rata Share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent, Syndication Agent, Arranger or Co-Documentation Agent, as the case may be, for such other Lender's Pro Rata Share of such amount. The obligations of the Lenders under this Section 10.9 shall survive payment of the Obligations and termination of this Agreement.

(b) Each Lender shall, ratably in accordance with its Pro Rata Share, indemnify the LC Issuers, and their respective Related Parties (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except as result from such indemnitees' gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction by final non-appealable judgment) that any such indemnitees may suffer or incur in connection with the Loan Documents or any action taken or omitted by such indemnitee under the Loan Documents.

Section 10.11. **Agent May File Proofs of Claim**. In case of the pendency of any proceeding under any Debtor Relief Law, the Lenders hereby agree that the Agent (irrespective of whether the principal of any Loan or LC Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise for and on behalf of the Lenders:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, LC Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the LC Issuers and the Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the LC Issuers and the Agent and their respective agents and counsel and all other amounts due the Lenders and the Agent under Sections 2.5, 2.20(d), 9.7 and 10.9) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and LC Issuer to make such payments to the Agent and, in the event that the Agent shall consent to the making of such payments directly to the Lenders and the LC Issuers, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent under Sections 2.5, 2.20(d), 9.7 and 10.9.

Section 10.12. **Trust Indenture Act**. In the event that Citibank or any of its Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "Trust Indenture Act") in respect of any securities issued or guaranteed by the Borrower or any of its Subsidiaries, the parties hereto acknowledge and agree that any payment or property received in satisfaction of or in respect of any Obligation of the Borrower or any of its Subsidiaries hereunder or under any other Loan Document by or on behalf of Citibank in its capacity as the Agent for the benefit of any Lender under any Loan Document (other than Citibank or an Affiliate of Citibank) and which is applied in accordance with the Loan Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

ARTICLE XI.

SETOFF; RATABLE PAYMENTS

Section 11.1. Setoff. In addition to, and without limitation of, any rights of the Lenders under Applicable Law, from and after the date that the Obligations have been accelerated pursuant to Section 8.2(a) or Section 8.2(b) (and for so long as such acceleration has not been rescinded by the Required Lenders), each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set-off and apply any and all deposits (including all account balances, whether general or special, time or demand, provisional or final and whether or not collected or available) at any time held, and any other Indebtedness or obligations (in whatever currency) at any time held or owing, by such Lender or any such Affiliate, to or for the credit or account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or its Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 2.24 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent, the LC Issuers, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender and LC Issuer agrees to notify the Borrower and the Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 11.2. **Ratable Payments.** If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than (i) payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5, (ii) payments in accordance with Section 2.21 to any Lender which has not extended its Commitment pursuant to such Section and (iii) payments to which the LC Issuers or the Swing Line Lender are entitled under Section 2.20(g) or 2.23(d), as

applicable) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Outstanding Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Outstanding Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII.

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

Section 12.1. **Successors and Assigns.** The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower, the Agent and the Lenders and their respective successors and assigns permitted hereby, except that (a) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents without the prior written consent of each Lender, (b) any assignment by any Lender must be made in compliance with Section 12.3, and (c) any transfer by participation must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.3(c). The parties to this Agreement acknowledge that clause (b) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat each Lender which made any Credit Extension or which holds any Note as the owner thereof for all purposes hereof unless and until such Lender complies with Section 12.3; provided that the Agent may in its discretion (but shall not be required to) follow instructions from the Lender which made any Credit Extension or which holds any Note to direct payments relating to such Credit Extension or Note to another Person. Any assignee of the rights to any Credit Extension or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Lender, who at the time of making such request or giving such authority or consent is the owner of the rights to any Credit Extension (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Credit Extension.

Section 12.2. Participations.

(a) Permitted Participants; Effect. Any Lender may at any time, without the consent of, or notice to, the Borrower, any LC Issuer, the Swing Line Lender or the Agent, sell participations to any Person (other than a natural Person, the Borrower or any of the Borrower's

Affiliates or Subsidiaries or, unless an Event of Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products; provided that this clause (y) shall not apply to any financial institution solely as a result of such Person trading in commodity products) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement and the other Loan Documents, if any, shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents and all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interest and (iv) the Borrower, the Agent, the LC Issuers and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.10 with respect to any payments made by such Lender to its Participant(s).

(b) Voting Rights. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of this Agreement other than any amendment, modification or waiver with respect to any Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders or all of the affected Lenders pursuant to the terms of Section 9.1.

(c) Benefit of Certain Provisions. The Borrower further agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 (subject to the requirements and limitations therein, including the requirements under Section 3.5(g) (it being understood that the documentation required under Section 3.5(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3; provided that such Participant (i) agrees to be subject to the provisions of Sections 2.19 and 3.7 as if it were an assignee under Section 12.3; and (ii) shall not be entitled to receive any greater payment under Section 3.1 or 3.5, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use commercially reasonable efforts to require such Participant comply with the provisions of Sections 2.19 and 3.7 as if it were a Lender and to cooperate with the Borrower in enforcing such provisions against such Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.1 as though it were a Lender; provided that such Participant agrees to be subject to Section 11.2 as though it were a Lender.

(d) Participant Register. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the

"Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

Section 12.3. **Assignments**.

(a) Permitted Assignments. Any Lender (excluding for purposes of this Section 12.3(a), the Swing Line Lender or the LC Issuers) may at any time assign to one or more Eligible Assignees (such an assignee, a "Purchaser") all or any part of its rights and obligations under the Loan Documents. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement. Each such assignment with respect to an Eligible Assignee which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Outstanding Credit Exposure of the assigning Lender or (unless each of the Borrower and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or Outstanding Credit Exposure (if the Commitment has been terminated) subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the assignment. Each partial assignment made by a Lender shall be made as an assignment of a proportionate part of all of such Lender's rights and obligations under this Agreement with respect to the Loans and Commitments assigned.

(b) Consents. The consent of the Agent, the Swing Line Lender and the LC Issuers (each such consent not to be unreasonably withheld or delayed) shall be required prior to an assignment becoming effective; provided that the consent of the Agent shall not be required for any assignment to a Person that is a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender. The consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required prior to an assignment becoming effective unless (i) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (ii) an Event of Default has occurred and is continuing; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Agent within fifteen (15) days after having received notice thereof. Any consent required under this Section 12.3(b) shall not be unreasonably withheld or delayed.

(c) Effect; Effective Date. Subject to acceptance and recording of the assignment by the Agent pursuant to Section 12.3(d), upon (i) delivery to the Agent of an Assignment and Assumption Agreement pursuant to Section 12.3(a), together with any consents required by Section 12.3(b), (ii) payment by the parties to the Assignment and Assumption Agreement (other than the Borrower) of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent) and (iii) delivery to the Borrower and the

Agent of the documents required by Section 3.5, such Assignment and Assumption Agreement shall become effective on the effective date specified in such Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the Commitment and Outstanding Credit Exposure under the applicable assignment agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Outstanding Credit Exposure assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that no assignment by a Defaulting Lender will constitute or effect a waiver or release of any claim of any party arising from such Lender being a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3(c), the transferor Lender, the Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrower of the Notes (if any) held by the transferor Lender, new Notes or, as appropriate, replacement Notes are issued to such transferor Lender, if applicable, and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments (or if the Aggregate Commitment has been terminated, their respective Outstanding Credit Exposure), as adjusted pursuant to such assignment.

(d) Register. The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and the Borrower hereby designates the Agent to act in such capacity), shall maintain at one of its offices in the United States a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) No Assignment to Certain Persons. No such assignment shall be made to (i) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (ii) any Defaulting Lender or

any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (ii) or (iii) unless an Event of Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products; provided that this clause (y) shall not apply to any financial institution solely as a result of such Person trading in commodity products.

(f) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(g) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent, each LC Issuer, the Swing Line Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Facility LCs and Swing Line Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Section 12.4. **Dissemination of Information**. The Borrower authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrower and its Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.12.

Section 12.5. **Tax Certifications.** If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5.

Section 12.6. **No Liability of General Partner**. It is hereby understood and agreed that the General Partner shall have no personal liability, as general partner or otherwise, for the payment of any amount owing or to be owing hereunder or under the other Loan Documents. The Agent and the Lenders agree for themselves and their respective successors and assigns that no claim arising against the Borrower under any Loan Document with respect to the Obligations shall be asserted against the General Partner (in its individual capacity).

ARTICLE XIII.

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

Section 13.1. CHOICE OF LAW. **UNLESS OTHERWISE EXPRESSLY SET FORTH THEREIN, THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Section 13.2. CONSENT TO JURISDICTION. **THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE BORROWER AGAINST THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.**

Section 13.3. WAIVER OF JURY TRIAL. **THE BORROWER, THE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower, the Lenders and the Agent have executed this Agreement as of the date first above written.

BORROWER: CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC, its General Partner

By: /s/ Gary Whitlock
Name: Gary Whitlock
Title: Acting Chief Financial Officer

Address:

CenterPoint Energy Field Services LP

c/o CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680

and

c/o OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: 405.553.3760

AGENT AND THE LENDERS:

CITIBANK, N.A., as Agent, Swing Line Lender, LC Issuer and as a Lender

By: /s/ Maureen Maroney
Name: Maureen Maroney
Title: Vice President

Address:
Citi Global Loan Services
1615 Brett Road
New Castle, Delaware 19720

Attention: Thomas Schmitt
Phone: (302) 894-6088
Facsimile: (212) 994-0961
Email: global.loans.support@citi.com
(CC: Thomas.schmitt@citi.com)

Compliance Certificates: oploanswebadmin@citi.com

With a copy to :

Address:
388 Greenwich Street, 34th Floor
New York, NY 10013

Attention: Amit Vasani
Phone: 212-816-4166
Facsimile: 646-291-1685
Email: amit.vasani@citi.com

UBS LOAN FINANCE LLC, as Lender

By: /s/ Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

By: /s/ James Morgan
Name: James Morgan
Title: Executive Director

UBS AG, STAMFORD BRANCH, as LC Issuer

By: /s/ Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

By: /s/ James Morgan
Name: James Morgan
Title: Executive Director

Address:
677 Washington Boulevard
Stamford, CT 06901

Attention: Banking Products Services
Facsimile: (203) 719-4176

JPMORGAN CHASE BANK, N.A., as a Lender
and LC Issuer

By: /s/ Bridget Killackey
Name: Bridget Killackey
Title: Vice President

Address:

Attention:
Phone:
Facsimile:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender and LC Issuer

By: /s/ Leanne S. Phillips
Name: Leanne S. Phillips
Title: Director

Address: 1000 Louisiana St. 10th Floor
MAC T10002-107
Houston, TX 77002

Attention: Laura Bowen
Phone: 713-319-1805
Facsimile: 713-651-8101

BANK OF AMERICA, N.A., as a Lender and an LC Issuer

By: /s/ William A. Merritt, III
Name: William A. Merritt, III
Title: Vice President

Address: NC1-007-17-18
100 N. Tryon St.
Charlotte, NC 28202

Attention: William A. Merritt, III
Phone: 980-386-9762
Facsimile: 980-683-6339

BARCLAYS BANK PLC, as a Lender

By: /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

Address: 745 Seventh Avenue
New York, NY 10019

Attention: May Huang
Phone: 212 526-07878
Facsimile: 212 526-5115

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Mark Oberreuter
Name: Mark Oberreuter
Title: Vice President

Address:
1100 Louisiana St; Suite 4850
Houston, Texas 77002

Attention: Mark Oberreuter
Phone: 713-655-3879
Facsimile: 713-658-0116

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Authorized Signatory

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signatory

Address: Eleven Madison Avenue
New York, NY 10010

Attention: Christopher Day
Phone: (212) 325-2841
Facsimile: (212) 322-3124

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Vice President

Address: 60 Wall St New York, New York 10005

Attention: Ming K. Chu
Phone: 212-250-5451
Facsimile: 212-797-4420

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

Address: 200 West Street
New York, NY 10282

Attention: Michelle Latzoni
Phone: (212)934-3921

MIZUHO CORPORATE BANK, LTD., as a Lender

By: /s/ Leon Mo
Name: Leon Mo
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Kelly Chin
Name: Kelly Chin
Title: Authorized Signatory

Address:
One Utah Center
201 South Main St, 5th Fl
Salt Lake City, UT 84111

Attention: Kelly Chin
Phone: 212-761-7319
Facsimile: 646-290-2831

ROYAL BANK OF CANADA, as a Lender

By: /s/ Frank Lambrinos
Name: Frank Lambrinos
Title: Authorized Signatory

Address:
Loans Administration
Three World Financial Center
5th Floor
New York, NY 10281

Attention: Loans Administration
Phone: (212) 428-6322
Facsimile: (212) 428-2372

THE ROYAL BANK OF SCOTLAND PLC, as a Lender

By: /s/ Emily Freedman
Name: Emily Freedman
Title: Vice President

Address: 600 Washington Boulevard
Stamford, CT 06901

Attention: Emily Freedman
Phone: 203-897-3749
Facsimile: 203-873-3543

SUNTRUST BANK, as a Lender

By: /s/ Yann Pirio
Name: Yann Pirio
Title: Director

Address:
3333 Peachtree Rd NE, 8th Floor
Atlanta, GA 30326

Attention: Andrew Johnson
Phone: 404-439-7451
Facsimile: 404-439-7470

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ James O'Shaughnessy
Name: James O'Shaughnessy
Title: Vice President

Address:
461 Fifth Avenue
New York, NY 10017

Attention: James O'Shaughnessy
Phone: (917) 326-3924
Facsimile: (347) 453-3831

COMPASS BANK, as a Lender

By: /s/ Ian Payne
Name: Ian Payne
Title: Vice President

Address: 2200 Post Oak Blvd. 21st Floor, Houston, TX 77056

Attention: Ian Payne
Phone: 713.499.7043
Facsimile: 713.499.8722

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ John Berry
Name: John Berry
Title: Vice President

Address: 249 Fifth Avenue
One PNC Plaza
Pittsburgh, PA 15222-2707

Attention: M. Colin Warman
Phone: 412-768-9482
Facsimile: 412-762-6484

THE BANK OF NEW YORK MELLON, as a Lender

By: /s/ Hussam S. Alsahlani
Name: Hussam S. Alsahlani
Title: Vice President

Address: One BNY Mellon Center
500 Grant Street, Rm 3600
Pittsburgh, PA 15258

Attention: Sam Alsahlani
Phone: 412-234-5624
Facsimile: 412-236-6112

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Keven D. Smith
Name: Keven D. Smith
Title: Senior Vice President

Address: 4900 Tiedeman Road
Brooklyn, OH 444144

Attention: Yvette Dyson-Owens
Phone: 216-813-4813
Facsimile: 216-370-6119

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Keith Burson
Name: Keith Burson
Title: Vice President

Address: 50 South La Salle Street
Chicago, Illinois 60603

Attention: Keith Burson
Phone: 312-444-3099
Facsimile: 312-557-1425

BOKF, NA DBA BANK OF OKLAHOMA, as a Lender

By: /s/ Laura Christofferson
Name: Laura Christofferson
Title: Senior Vice President

Address: 201 Robert S. Kerr Ave
Oklahoma City, OK 73102

Attention: Laura Christofferson
Phone: 405-272-2327
Facsimile: 405-272-2588

UMB BANK, NA, as a Lender

By: /s/ Mary Wolf
Name: Mary Wolf
Title: Senior Vice President

Address: 204 Robinson, Suite 201
Oklahoma City, OK 73102

Attention: Mary Wolf
Phone: 405 840 6151
Facsimile: 405 840 5574

COMMITMENT SCHEDULE

LENDER	COMMITMENT
Citibank, N.A.	$ 75,428,572.00
UBS Loan Finance LLC	$ 75,428,571.00
JPMorgan Chase Bank, N.A.	$ 75,428,571.00
Wells Fargo Bank, National Association	$ 75,428,571.00
Bank of America, N.A.	$ 72,000,000.00
Barclays Bank PLC	$ 72,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 72,000,000.00
Credit Suisse AG, Cayman Islands Branch	$ 72,000,000.00
Deutsche Bank AG New York Branch	$ 72,000,000.00
Goldman Sachs Bank USA	$ 72,000,000.00
Mizuho Corporate Bank, Ltd.	$ 72,000,000.00
Morgan Stanley Bank, N.A.	$ 72,000,000.00
Royal Bank of Canada	$ 72,000,000.00
The Royal Bank of Scotland plc	$ 72,000,000.00
SunTrust Bank	$ 72,000,000.00
U.S. Bank National Association	$ 72,000,000.00
Compass Bank	$ 57,142,857.00
PNC Bank, National Association	$ 57,142,857.00
The Bank of New York Mellon	$ 28,571,429.00
KeyBank National Association	$ 28,571,429.00
The Northern Trust Company	$ 28,571,429.00
BOKF, NA dba Bank of Oklahoma	$ 17,142,857.00
UMB Bank, NA	$ 17,142,857.00
AGGREGATE COMMITMENT	**$1,400,000,000.00**

PRICING SCHEDULE

Leverage-Based Pricing Grid:

	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Applicable Margin for Eurodollar Rate Advances	1.75%	2.00%	2.25%	2.75%	3.00%
Applicable Margin for Base Rate Advances	0.75%	1.00%	1.25%	1.75%	2.00%
Applicable Fee Rate for Commitment Fee	0.25%	0.325%	0.50%	0.50%	0.50%

Ratings-Based Pricing Grid:

	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Applicable Margin for Eurodollar Rate Advances	1.25%	1.375%	1.625%	1.75%	2.00%
Applicable Margin for Base Rate Advances	0.25%	0.375%	0.625%	0.75%	1.00%
Applicable Fee Rate for Commitment Fee	0.15%	0.20%	0.25%	0.30%	0.35%

"Designated Rating" means, with respect to S&P, Moody's and Fitch (collectively, the "Rating Agencies" and each a "Rating Agency"), (i) the rating assigned by such Rating Agency to the Loans at any time such a rating is in effect, (ii) if and only if such Rating Agency does not have in effect a rating described in the preceding clause (i), the rating assigned by such Rating Agency to the 2013 Term Loan Facility at any time such a rating is in effect, (iii) if and only if such Rating Agency does not have in effect a rating described in the preceding clauses (i) or (ii), the Borrower's long-term senior unsecured non-credit enhanced debt rating, or (iv) if and only if such Rating Agency does not have in effect a rating described in the preceding clauses (i), (ii) or (iii), the Borrower's "company" or "corporate credit" rating (or its equivalent) assigned by such Rating Agency.

"Fitch Rating" means, at any time, the Designated Rating issued by Fitch and then in effect.

"Level I Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, the Borrower's Consolidated Leverage Ratio is less than 2.5:1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, the Borrower has the following Designated Ratings: a Moody's Rating of Baa1 or better, a Fitch Rating of BBB+ or better and an S&P Rating of BBB+ or better, subject to the last paragraph of this Pricing Schedule.

"Level II Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 2.5:1.0 but less than 3.0 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Baa2 or better, a Fitch Rating of BBB or better and an S&P Rating of BBB or better, subject to the last paragraph of this Pricing Schedule.

"Level III Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 3.0:1.0 but less than 3.5 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Baa3 or better, a Fitch Rating of BBB- or better and an S&P Rating of BBB- or better, subject to the last paragraph of this Pricing Schedule.

"Level IV Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 3.5:1.0 but less than 4.0 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Ba1 or better, a Fitch Rating of BB+ or better and an S&P Rating of BB+ or better, subject to the last paragraph of this Pricing Schedule.

"Level V Status" exists at any date if, with respect to the Leverage-Based Pricing Grid and the Ratings-Based Pricing Grid, on such date, the Borrower has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status.

"Moody's Rating" means, at any time, the Designated Rating issued by Moody's and then in effect.

"S&P Rating" means, at any time, the Designated Rating issued by S&P, and then in effect.

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status.

The Applicable Margin and the Applicable Fee Rate shall be determined in accordance with the foregoing table based on the Borrower's Status as determined from its then-current Moody's Rating, Fitch Rating and S&P Rating. The credit rating in effect on any date for the purposes of this Pricing Schedule is that in effect at the close of business on such date. The Borrower shall at all times maintain a Designated Rating from at least one of Moody's, Fitch and S&P. If at any time the Borrower does not have a Designated Rating from any of Moody's, Fitch or S&P, Level V Status shall exist.

Notwithstanding the foregoing, (i) if the Designated Ratings are split and all three ratings fall in different levels, the Applicable Margin and the Applicable Fee Rate shall be based upon the level indicated by the middle rating; (ii) if the Designated Ratings are split and two of the ratings fall in the same level (the "Majority Level") and the third rating is in a different level, the Applicable Margin and the Applicable Fee Rate shall be based upon the Majority Level; (iii) if only two of the three Rating Agencies issue a Designated Rating, the higher of such ratings shall apply, provided that if the higher rating is two or more levels above the lower rating, the rating next below the higher of the two shall apply; (iv) if only one of the three Rating Agencies issues a Designated Rating, such rating shall apply; and (v) if the Designated Rating established by S&P, Moody's or Fitch shall be changed (other than as a result of a change in the rating system of S&P, Moody's or Fitch), such change shall be effective as of the date on which it is first announced by the applicable Rating Agency. If the rating system of S&P, Moody's or Fitch shall change, or if any of S&P, Moody's or Fitch shall cease to be in the business of rating corporate debt obligations, the Borrower and the Agent shall negotiate in good faith if necessary to amend this provision to reflect such changed rating system or the unavailability of Designated Ratings from such Rating Agencies and, pending the effectiveness of any such amendment, the Applicable Margin and the Applicable Fee Rate shall be determined by reference to the Designated Rating of such Rating Agency most recently in effect prior to such change or cessation.

Exhibit 10.2

Execution Version

TERM LOAN AGREEMENT

DATED AS OF MAY 1, 2013

BY AND AMONG

CENTERPOINT ENERGY FIELD SERVICES LP,

THE LENDERS

AND

CITIBANK, N.A.
AS ADMINISTRATIVE AGENT

AND

UBS SECURITIES LLC
AS SYNDICATION AGENT

AND

JPMORGAN CHASE BANK, N.A. AND WELLS FARGO BANK, N.A.
AS CO-DOCUMENTATION AGENTS

CITIGROUP GLOBAL MARKETS INC., UBS SECURITIES LLC, J.P. MORGAN SECURITIES LLC AND WELLS FARGO SECURITIES, LLC
AS JOINT LEAD ARRANGERS AND JOINT BOOKRUNNERS

TABLE OF CONTENTS

SCHEDULES

EXHIBITS

TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT, dated as of May 1, 2013, is by and among CenterPoint Energy Field Services LP, a Delaware limited partnership (the "Borrower"), the lenders from time to time party hereto (the "Lenders"), Citibank, N.A., a national banking association, as Agent, UBS Securities LLC, as Syndication Agent, and JPMorgan Chase Bank, N.A. and Wells Fargo Bank, National Association, as Co-Documentation Agents.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower has requested, and, subject to the terms and conditions hereof, the Lenders have agreed, to extend certain term loans to the Borrower on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. **Certain Defined Terms**. As used in this Agreement:

"2013 Revolving Credit Facility" means that certain Revolving Credit Agreement dated as of May 1, 2013 by and among the Borrower, the lenders party thereto and Citibank, N.A., as agent.

"Accounting Changes" is defined in the term "GAAP".

"Acquisition Period" means a period commencing with the date on which payment of the purchase price for a Specified Acquisition is made and ending on the earlier of (a) the last day of the second fiscal quarter following the fiscal quarter in which such payment is made, and (b) the date on which the Borrower notifies the Agent that it desires to end the Acquisition Period for such Specified Acquisition; provided, that, (i) once any Acquisition Period is in effect, the next Acquisition Period may not commence until the termination of such Acquisition Period then in effect and (ii) after giving effect to the termination of such Acquisition Period in effect (and before giving effect to any subsequent Acquisition Period), the Borrower must be in compliance with Section 7.11 and, if applicable, Section 7.12 and no Default or Event of Default shall have occurred and be continuing.

"Act" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

"Advance" means a borrowing consisting of Loans of the same Type made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which the same Interest Period is in effect.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise; provided that no Person shall be deemed to be an Affiliate of the Borrower or any of its Subsidiaries solely as a result of such Person being an Affiliate of ArcLight Capital Partners, LLC or any of its Affiliates.

"Agent" means Citibank in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to Article X.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders. The Aggregate Commitment on the Closing Date is One Billion Fifty Million and 00/100 Dollars ($1,050,000,000). Any amount of the Aggregate Commitment that is not advanced on the Closing Date will be cancelled.

"Aggregate Outstanding Credit Exposure" means, at any time, the aggregate of the Outstanding Credit Exposures of all the Lenders at such time.

"Agreement" means this Term Loan Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Agreement Accounting Principles" means GAAP applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.6, as may be modified in connection with any Accounting Changes.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate (as determined without reference to clause (b) of the definition thereof) for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Eurodollar Rate, respectively.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of Governmental Authorities.

"Applicable Margin" means, (a) until the time that the Borrower first obtains a Designated Rating from any Rating Agency, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Leverage-Based Pricing Grid set forth in the Pricing Schedule and (b) at any time from and after the date when the Borrower first obtains a Designated Rating from any Rating Agency, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Ratings-Based Pricing Grid set forth in the Pricing Schedule.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"ArcLight" means, collectively, Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC, each a Delaware limited liability company.

"Arrangers" means each of CGMI, UBS Securities, J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, and each of their respective successors, each in its capacity as a Joint Lead Arranger and Joint Bookrunner.

"Assignment and Assumption Agreement" means an assignment agreement in the form of Exhibit A or in such other form as may be agreed to by the Agent and the other parties thereto.

"Authorized Officer" means any of the president, chief executive officer, chief financial officer, treasurer, an assistant treasurer, or the controller of the General Partner (or, if at such time the Borrower has any such officers, of the Borrower) and, other than with respect to determining whether such Person has knowledge of any event for purposes hereof, such other representatives of the Borrower as may be designated by any one of the foregoing Persons with the consent of the Agent.

"Base Rate" means, for any day, a rate per annum equal to (a) the Alternate Base Rate for such day plus (b) the Applicable Margin.

"Base Rate Advance" means an Advance which bears interest at a rate determined by reference to the Base Rate.

"Base Rate Loan" means a Loan which bears interest at a rate determined by reference to the Base Rate.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" has the meaning assigned thereto in the introductory paragraph hereto.

"Borrowing Notice" is defined in Section 2.8.

"Business Day" means (a) for all purposes other than as set forth in clause (b) below, any day other than a Saturday, Sunday or legal holiday on which banks in New York, New York, are open for the conduct of their commercial banking business, and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Eurodollar Loan, or for purposes of determining the interest rate for any Base Rate Loan as to which the interest rate is determined by reference to the Eurodollar Rate, any day that is a Business Day described in clause (a) and that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"Capital Stock" means (a) in the case of a corporation, all classes of capital stock of such corporation, (b) in the case of a partnership, partnership interests (whether general or limited), (c) in the case of a limited liability company, membership interests and (d) any other interest or participation that confers on a Person similar rights with respect to the issuing Person.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"CEFS LLC" means CenterPoint Energy Field Services, LLC, a Delaware limited liability company.

"CenterPoint Energy" means CenterPoint Energy, Inc., a Texas corporation.

"CenterPoint Energy Credit Facility" means that certain Credit Agreement dated as of September 9, 2011 among CenterPoint Energy, the banks and other financial institutions from time to time parties thereto, Bank of America, N.A. and The Royal Bank of Scotland PLC, as co-syndication agents, Barclays Bank PLC, Citibank, N.A., Deutsche Bank Securities Inc. and Wells Fargo Bank, National Association, as co-documentation agents, and JPMorgan Chase Bank, N.A., as administrative agent.

"CERC" means CenterPoint Energy Resources Corp., a Delaware corporation.

"CERC Credit Facility" means that certain Credit Agreement dated as of September 9, 2011 among CERC, the banks and other financial institutions from time to time parties thereto, Bank of America, N.A. JPMorgan Chase Bank, N.A. and The Royal Bank of Scotland plc, as co-syndication agents, Barclays Bank PLC, Deutsche Bank Securities Inc. and Wells Fargo Bank, National Association, as co-documentation agents, and Citibank, N.A., as administrative agent.

"CGMI" means Citigroup Global Markets Inc.

"Change of Control" means the occurrence of one or more of the following events:

(a) OGE and CenterPoint Energy cease to collectively own, directly or indirectly, at least 51% of the outstanding Voting Stock of the General Partner in the aggregate,

(b) the General Partner shall cease to be the general partner of the Borrower,

(c) the acquisition by any Person or "group" (within the meaning of Rule 13d-5 of the Exchange Act) (other than OGE or CenterPoint Energy) of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act), directly or indirectly, of Voting Stock (or other Capital Stock convertible into such Voting Stock) representing 49% or more of the combined voting power of all Voting Stock of the General Partner in the aggregate, or

(d) during any period of twelve consecutive months, a majority of the members of the board of directors or other equivalent governing body of the General Partner cease to be individuals who are Continuing Directors.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or any applicable foreign regulatory authority, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued and shall be referred to herein as a "Specified Change".

"Citibank" means Citibank, N.A. and its successors.

"Closing Date" means May 1, 2013.

"Closing Date Material Adverse Effect" means a material adverse effect on the business, condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), operations, or results of operations of the Borrower, its Subsidiaries and the assets and businesses to be contributed to the Borrower pursuant to the Transactions, taken as a whole; provided, however, that a Closing Date Material Adverse Effect shall not include any effect on the business, condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), operations or results of operations of the Borrower, its Subsidiaries and the assets and businesses to be contributed to the Borrower pursuant to the Transactions to the extent arising out of or attributable to (a) any decrease in the market price of CenterPoint Energy's or OGE's publicly traded equity securities (but not any change or effect underlying such decrease to the extent such change or effect would otherwise contribute to a Closing Date Material Adverse Effect), (b) changes in the general state of the industries in which the CNP Midstream Entities and Enogex Entities (each as defined in the Master Formation Agreement) operate to the extent that such changes would have the same general effect on companies engaged in such industries, (c) changes in general economic conditions (including changes in commodity prices or interest rates), financial or securities markets or political conditions, in each case to the extent that such changes would have the same general effect on companies engaged in the same lines of business as those conducted by the CNP Midstream Entities and the Enogex Entities, (d) the negotiation, announcement or proposed consummation of the Transactions, including the loss or departure of officers or other employees

of any of the CNP Midstream Entities and the Enogex Entities or any adverse change in customer, distributor, supplier or similar relationships resulting therefrom, (e) changes in United States generally accepted accounting principles or the interpretation thereof or changes in applicable law or the interpretation or enforcement thereof, (f) acts of terrorism, war, sabotage or insurrection not directly damaging or impacting the CNP Midstream Entities and the Enogex Entities, to the extent that such acts have the same general effect on companies engaged in the same lines of business as those conducted by the CNP Midstream Entities and the Enogex Entities, (g) the failure to take any action as a result of any restrictions or prohibitions set forth in Section 6.1 of the Master Formation Agreement with respect to which the other parties thereto refused, following the subject party's request, to provide a waiver in a timely manner or at all, (h) compliance with the terms of, or the taking of any action required by, the Master Formation Agreement, (i) the downgrade in rating of any debt or debt securities of CenterPoint Energy, CERC, OGE or Enogex, (j) any legal proceedings arising out of or related to the Master Formation Agreement or any of the Transactions or (k) the failure by the CNP Midstream Entities and the Enogex Entities to meet any internal or published industry analyst projections or forecasts or estimates of revenues or earnings for any period (it being understood and agreed that the facts and circumstances that may have given rise or contributed to such failure that are not otherwise excluded from the definition of a Closing Date Material Adverse Effect may be taken into account in determining whether there has been a Closing Date Material Adverse Effect).

"Closing Date SEC Reports" means, collectively, (i) the Annual Report on Form 10-K of OGE, the Annual Report on Form 10-K of CenterPoint Energy and the Annual Report on Form 10-K of CERC, in each case, for the fiscal year ended December 31, 2012 and (ii) any Current Reports on Form 8-K, Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K filed by any of OGE, CenterPoint Energy and CERC, in each case, after the Annual Report on Form 10-K for the fiscal year ended December 31, 2012 for such company and prior to the Closing Date.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

"Co-Documentation Agent" means each of JPMCB and Wells Fargo, in their capacity as Co-Documentation Agents hereunder.

"Commercial Operation Date" means the date on which a Qualified Project is substantially complete and commercially operable.

"Commitment" means, for each Lender, such Lender's obligation to make a single Loan to the Borrower on the Closing Date in an amount not exceeding the amount set forth on the Commitment Schedule opposite such Lender's name.

"Commitment Date SEC Reports" means, collectively, (a) the Annual Report on Form 10-K of OGE, the Annual Report on Form 10-K of CenterPoint Energy and the Annual Report on Form 10-K of CERC, in each case, for the fiscal year ended December 31, 2012, and (b) the Current Reports on Form 8-K filed by OGE, the Current Reports on Form 8-K filed by CenterPoint Energy and the Current Reports on Form 8-K filed by CERC, in each case, after the Annual Report on Form 10-K for the fiscal year ended December 31, 2012 for such company and prior to March 14, 2013.

"Commitment Schedule" means the Schedule identifying each Lender's Commitment as of the Closing Date attached hereto and identified as such.

"Consolidated EBITDA" means, for any period, without duplication, with respect to the Borrower and its consolidated Subsidiaries (a) Consolidated Net Income for such period *plus* (b) without duplication, the sum of the following to the extent deducted in calculating Consolidated Net Income for such period: (i) Consolidated Interest Expense for such period, (ii) tax expense (including any federal, state, local and foreign income and similar taxes) of the Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense of the Borrower and its Subsidiaries for such period, (iv) any non-recurring non-cash expenses or losses of the Borrower and its Subsidiaries, including, in any event, non-cash asset write-downs and unrealized losses in connection with Swap Agreements, for such period, (v) Transaction Costs incurred by the Borrower and its Subsidiaries during such period in an aggregate amount (during all such periods) not to exceed $50,000,000 and (vi) any non-recurring cash losses during such period *minus* (c) the sum of the following (i) any non-recurring non-cash gains during such period, (ii) any non-recurring cash gains during such period and (iii) any unrealized gains in connection with Swap Agreements for such period, in each case to the extent included in calculating Consolidated Net Income for such period. Additionally, for purposes of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Subsidiary acquired (or sold) any Person (or any interest in any Person) or all or substantially all of the assets of any Person or a division, line of business or other business unit of another Person, the Consolidated EBITDA attributable to such assets or an amount equal to the percentage of ownership of the Borrower or such Subsidiary, as the case may be, in such Person times the Consolidated EBITDA of such Person for such period determined on a pro forma basis shall be included (or excluded, as applicable) as Consolidated EBITDA for such period as if such acquisition (or sale) occurred on the first day of such period. Further, in connection with any Qualified Project, Consolidated EBITDA, as used in determining the Consolidated Leverage Ratio, may be modified so as to include Qualified Material Project EBITDA Adjustments, as provided in Section 7.11(b). Notwithstanding the foregoing, it is agreed that Consolidated EBITDA shall not include Excluded EBITDA.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the sum of the following (without duplication): (a) all Indebtedness (excluding contingent obligations in respect of undrawn Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments), including Capitalized Lease Obligations and Off Balance Sheet Indebtedness, which is classified as "long-term indebtedness" on the consolidated balance sheet of the Borrower and its Subsidiaries prepared as of such date in accordance with GAAP and any current maturities and other principal amount in respect of such Indebtedness due within one year but which was classified as "long-term indebtedness" at the creation thereof, including, but not limited to, any applicable Consolidated Hedging Exposure; it being understood that Consolidated Hedging Exposure cannot be negative for the purposes of determining Consolidated Funded Indebtedness, (b) Indebtedness for borrowed money of the Borrower and its Subsidiaries outstanding under a

revolving credit (including the 2013 Revolving Credit Facility) or similar agreement, notwithstanding the fact that any such borrowing is made within one year of the expiration of such agreement, (c) all drawn and owing reimbursement obligations outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) all Capitalized Lease Obligations and Off Balance Sheet Indebtedness, (e) without duplication, all guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (d) above of Persons other than the Borrower or any Subsidiary and (f) all Indebtedness of the types referred to in clauses (a) through (d) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Borrower or a Subsidiary is a general partner or a joint venture partner, in each case to the extent such Person is legally liable therefor by contract, by application of applicable laws, or as a result of such Person's ownership interest in or other relationship with such entity, unless such Indebtedness is expressly made non-recourse to the Borrower or such Subsidiary. Notwithstanding the foregoing, it is agreed that (i) "Consolidated Funded Indebtedness" shall not include the obligations of the Borrower or its Subsidiaries under any Hybrid Equity Securities, Mandatorily Convertible Securities or Equity Preferred Securities but only to the extent the aggregate amount of such Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities are less than or equal to 20% of total consolidated capitalization of the Borrower and its Subsidiaries, as determined in accordance with GAAP (and then only to the extent in excess of such amount), (ii) for the purpose of determining "Consolidated Funded Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been irrevocably deposited with the proper depositary in trust and (iii) Consolidated Funded Indebtedness shall not include Non-Recourse Indebtedness of Excluded Subsidiaries.

"Consolidated Hedging Exposure" means, at any time with respect to all applicable Swap Agreements to which the Borrower and its Subsidiaries are counterparties, the aggregate consolidated net exposure of the Borrower and the Subsidiaries under all such agreements on a marked to market basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any period with respect to the Borrower and its Subsidiaries on a consolidated basis, all interest (including the interest component, if any, of any Capitalized Lease, the commitment fee and the LC fronting fees and other interest, fees and expenses paid pursuant hereto and pursuant to the 2013 Revolving Credit Facility) paid or accrued during such period in accordance with GAAP.

"Consolidated Leverage Ratio" shall mean, as of the last day of any fiscal quarter of the Borrower, for the Borrower and its Subsidiaries on a consolidated basis,

(a) for the fiscal quarter ending June 30, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) Initial Fiscal Quarter Consolidated EBITDA multiplied by four, where "Initial Fiscal Quarter Consolidated EBITDA" means Consolidated EBITDA for the period from the Closing Date through June 30, 2013, multiplied by 1.5,

(b) for the fiscal quarter ending September 30, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) (A) the sum of (x) the Initial Fiscal Quarter Consolidated EBITDA plus (y) Consolidated EBITDA for such fiscal quarter, multiplied by (B) two,

(c) for the fiscal quarter ending December 31, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) (A) the sum of (x) the Initial Fiscal Quarter Consolidated EBITDA plus (y) Consolidated EBITDA for the two consecutive fiscal quarters ending on such date, multiplied by (B) 4/3, and

(d) for any fiscal quarter ending after December 31, 2013, the ratio of (i) Consolidated Funded Indebtedness on such date to (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters ending on such date.

"Consolidated Net Income" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the net income of the Borrower and its Subsidiaries (excluding extraordinary gains and extraordinary losses) for that period, as determined in accordance with GAAP.

"Consolidated Subsidiary" means, for any Person, at any date any Subsidiary or other entity the accounts of which would be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date; unless otherwise specified "Consolidated Subsidiary" means a Consolidated Subsidiary of the Borrower.

"Consolidated Tangible Assets" means, as of any date of determination, the total amount of consolidated assets of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) minus: the value (net of any applicable reserves and accumulated amortization) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) for the most recently completed fiscal quarter or year, as applicable, prepared in accordance with GAAP.

"Continuing Director" shall mean, with respect to any period, and with respect to any Person, (a) any individual who was a member of the board of directors or other equivalent governing body (a "director") of such Person on the first day of such period and (b) each other director if such director's nomination or appointment as a director is recommended by (x) a majority of the then Continuing Directors or (y) OGE or CenterPoint Energy, directly or indirectly (excluding, in the case of clause (b)(x), any director whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors or other equivalent governing body).

"Controlled Group" means all members of a controlled group of corporations or other business entities and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

"Conversion/Continuation Notice" is defined in Section 2.9.

"Credit Extension" means the making of the Loans on the Closing Date in an aggregate amount equal to the Aggregate Commitment (or such lesser amount as requested by the Borrower).

"Debt Issuance" shall mean the issuance or incurrence of any Indebtedness for borrowed money by the Borrower or any of its Subsidiaries in the form of any public or private capital markets offering or any bank debt facility.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

"Default Rate" means, with respect to any overdue amount owed hereunder, a rate per annum equal to (a) in the case of overdue principal with respect to any Loan, the sum of the interest rate in effect at such time with respect to such Loan under Section 2.15, plus 2%; provided that in the case of overdue principal with respect to any Eurodollar Rate Loan, after the end of the Interest Period with respect to such Loan, the Default Rate shall equal the rate set forth in clause (b) below and (b) in the case of overdue interest with respect to any Loan, fees or other amounts payable hereunder, the sum of the interest rate per annum in effect at such time with respect to Base Rate Loans, plus 2%.

"Defaulting Lender" means, subject to Section 2.24(b), (a) any Lender that has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder, unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent or any Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) any Lender that has notified the Borrower or the Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) any Lender that has failed, within three (3) Business Days after written request by the Agent or the Borrower, to confirm in writing to the Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Agent and the Borrower), or (d) any Lender with respect to which a Lender Insolvency Event has occurred and is continuing with respect to such Lender or its Parent Company; provided that a

Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.24(b)) upon delivery of written notice from the Agent of such determination to the Borrower and each Lender.

"Designated Rating" is defined on the Pricing Schedule.

"Dollar" and "$" means dollars in the lawful currency of the United States of America.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 12.3(e) and 12.3(f) (subject to such consents, if any, as may be required under Section 12.3(b)).

"Enogex" means Enogex LLC, a Delaware limited liability company.

"Environmental Laws" means any and all Applicable Laws relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Equity Preferred Securities" means any securities, however denominated, (a) issued by the Borrower or any Consolidated Subsidiary of the Borrower, (b) that are not, or the underlying securities, if any, of which are not, subject to mandatory redemption or maturity prior to 91 days after the Maturity Date, and (c) the terms of which permit the deferral of interest or distributions thereon to a date occurring after the 91st day after the Maturity Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rules or regulations issued thereunder.

"ERISA Event" means (a) any Reportable Event with respect to a Plan; (b) the incurrence by the Borrower or member of the Controlled Group of any liability under Title IV of ERISA with respect to the termination of any Plan; (c) the receipt by the Borrower or member of the Controlled Group from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or to appoint a trustee to administer any Plan; (d) the Borrower or member of the Controlled Group incurring any liability under Title IV of ERISA with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (e) the receipt by the Borrower or member of the Controlled Group of any notice concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Section 4245 of ERISA or in reorganization, within the meaning of Section 4241 of ERISA.

"Eurodollar Advance" means an Advance (other than a Base Rate Advance as to which the interest rate is determined by reference to the Eurodollar Rate) which bears interest at a rate determined by reference to the Eurodollar Rate.

"Eurodollar Loan" means a Loan (other than a Base Rate Loan as to which the interest rate is determined by reference to the Eurodollar Rate) which bears interest at a rate determined by reference to the Eurodollar Rate.

"Eurodollar Rate" means, with respect to any Eurodollar Advance for any Interest Period, the sum of (a) the rate appearing on the Reuters Reference LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Dollars in the London interbank market) at approximately 11:00 a.m., London time, on the second Business Day next preceding the first day of such Interest Period, as the rate for deposits in Dollars with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "Eurodollar Rate" for such Interest Period shall be the rate at which deposits in Dollars in an amount equal to $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, on the second Business Day next preceding the first day of such Interest Period plus (b) the Applicable Margin.

"Event of Default" is defined in Section 8.1.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended and in effect from time to time.

"Excluded EBITDA" means any portion of Consolidated EBITDA attributable to an Excluded Subsidiary.

"Excluded Subsidiary" means any future Subsidiary formed or acquired by the Borrower that is designated by the Borrower as an "Excluded Subsidiary" in accordance with Section 9.17 as long as (a) such Excluded Subsidiary has no Indebtedness that is recourse to the Borrower or any Non-Excluded Subsidiary and (b) any Indebtedness for borrowed money incurred by such Excluded Subsidiary is used solely to acquire, construct, develop or operate assets and related businesses; provided that the aggregate amount of assets owned by all Excluded Subsidiaries cannot exceed 15% of the total consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, Taxes measured by the overall capital or net worth of such Recipient and branch profits Taxes, in each

case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Installation located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment or becomes a party to this Agreement (other than pursuant to an assignment request by the Borrower under Section 2.19) or (ii) such Lender changes its applicable Lending Installation, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its applicable Lending Installation, (c) Taxes attributable to such Recipient's failure to comply with Section 3.5(g) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Enogex Senior Notes" means (a) the 6.875% Senior Notes due 2014 issued by Enogex pursuant to the Issuing and Paying Agency Agreement dated as of June 15, 2009 between Enogex and UMB Bank, N.A. and (b) the 6.25% Senior Notes due 2020 issued by Enogex pursuant to the Issuing and Paying Agency Agreement dated as of November 15, 2009 between Enogex and UMB Bank, N.A.

"Existing Enogex Term Loan Agreement" means that certain Term Loan Agreement dated as of August 2, 2012 by and among Enogex, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as agent for the lenders.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Effective Rate" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent.

"Fee Letters" means (a) the letter dated March 14, 2013 addressed to Enogex and CenterPoint Energy from CGMI, UBS Securities and UBS Loan Finance LLC and accepted and agreed to by Enogex and CenterPoint Energy on March 14, 2013, (b) the letter dated March 14, 2013 addressed to Enogex and CenterPoint Energy from CGMI and Citibank and accepted and agreed to by Enogex and CenterPoint Energy on March 14, 2013 and (c) the letter dated March 14, 2013 addressed to CenterPoint Energy from CGMI and accepted and agreed to by CenterPoint Energy on March 14, 2013, in each case referring to the $1,050,000,000 3-year term loan facility for the Borrower.

"Financial Officer" means the chief financial officer, treasurer, an assistant treasurer or the controller of the General Partner (or, if at such time the Borrower has any such officers, of the Borrower).

"Fitch" means Fitch Ratings and any successor thereto.

"Foreign Lender" means a Lender which is not a U.S. Person.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in effect from time to time; provided that in the event that any "Accounting Change" (as defined below) shall occur and such change would otherwise result in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then unless and until the Borrower, the Agent and the Required Lenders mutually agree to adjustments to the terms hereof to reflect any such Accounting Change, all financial covenants (including such covenants contained in Section 7.11 and, if applicable, Section 7.12), standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required or permitted by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC and shall include the adoption or implementation of International Financial Reporting Standards or changes in lease accounting.

"General Partner" means CNP OGE GP LLC, a Delaware limited liability company.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantor" means CERC.

"Guaranty" means that certain Subordinated Guaranty of Collection, dated as of the Closing Date, made by the Guarantor in favor of the Agent for the ratable benefit of itself and the Lenders, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Hybrid Equity Securities" means any securities issued by the Borrower, any Subsidiary or a financing vehicle of the Borrower or any Subsidiary that (a) are classified as possessing a minimum of "minimal equity content" by S&P, Basket B equity credit by Moody's, and 25% equity credit by Fitch and (b) require no repayments or prepayments and no mandatory redemptions or repurchases, in each case, prior to the date that is 91 days after the Maturity Date.

"Indebtedness" of any Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all indebtedness of such Person for the deferred purchase price of property or services purchased (excluding current accounts payable and trade payables incurred in the ordinary course of business), (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired, (d) all Capitalized Lease Obligations in accordance with Agreement Accounting Principles, (e) all reimbursement obligations, contingent or otherwise, outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (f) unless otherwise cash collateralized, Consolidated Hedging Exposure, (g) indebtedness of the type described in clauses (a) through (f) above secured by any Lien on property or assets of such Person, whether or not assumed (but in any event if such indebtedness is not assumed or guaranteed, the amount constituting Indebtedness under this clause shall not exceed the fair market value of the property or asset subject to such security interest), (h) all direct guarantees of Indebtedness referred to in clauses (a) through (f) above of another Person, (i) all amounts payable in connection with mandatory redemptions or repurchases of Capital Stock (other than Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities) and (j) all Off Balance Sheet Indebtedness of such Person. For the purpose of determining "Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been irrevocably deposited with the proper depositary in trust.

"Indemnified Costs" is defined in Section 10.10.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower or the Guarantor under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" is defined in Section 9.7(b).

"Information" is defined in Section 5.14.

"Initial Financial Statements" means (a) the audited financial statements of Enogex Holdings LLC as of December 31, 2012 for the fiscal year ending on such date, (b) the audited financial statements of the business and assets of CEFS LLC and the CenterPoint Energy business and assets to be contributed to the Borrower as of December 31, 2012 for the fiscal year ending on such date and (c) the unaudited pro forma balance sheet as of December 31, 2012 and unaudited pro forma income statement for the year ending December 31, 2012, combining (i) CEFS LLC, (ii) the CenterPoint Energy business and assets to be contributed to the Borrower and (iii) Enogex.

"Initial JV Transaction" means the consummation on the Closing Date of the series of transactions to be consummated pursuant to Section 2.1 of the Master Formation Agreement on the terms and conditions set forth in the Master Formation Agreement.

"Interest Period" means, with respect to a Eurodollar Advance, a period of one, two, three or six months (or nine or twelve months if requested by the Borrower and agreed to by each of the Lenders), commencing on a Business Day selected by the Borrower pursuant to this Agreement and ending on (but excluding) the day which corresponds numerically to such date in the calendar month that is one, two, three or six months (or such other period as shall be agreed upon by all of the Lenders) thereafter; provided that (a) if there is no such numerically corresponding day in such first, second, third or sixth succeeding month or such other succeeding period, such Interest Period shall end on the last Business Day of such first, second, third or sixth succeeding month or such other succeeding period and (b) no Interest Period shall extend beyond the Maturity Date. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day; provided, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

"Investment Grade Status" exists at any date if, on such date, the Borrower has or is deemed to have pursuant to the last paragraph of the Pricing Schedule (as in effect on the Closing Date) at least two of the following Designated Ratings: a Moody's Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of Baa3 or better, a S&P Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better or a Fitch Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better.

"IPO" means an initial public offering of the Capital Stock of the Borrower, registered with the Securities Exchange Commission under the Exchange Act.

"JPMCB" means JPMorgan Chase Bank, N.A. and its successors.

"Lenders" has the meaning assigned thereto in the introductory paragraph hereto.

"Lender Insolvency Event" means that (a) a Lender or its Parent Company is insolvent, or is generally unable to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of its creditors, or (b) such Lender or its Parent Company is the subject of a bankruptcy, insolvency, reorganization, liquidation or similar proceeding, or a receiver, trustee, conservator, intervenor or sequestrator or the like has been appointed for such Lender or its Parent Company, or such Lender or its Parent Company has taken any action in furtherance of or indicating its consent to or acquiescence in any such proceeding or appointment.

"Lending Installation" means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or on the administrative information sheets provided to the Agent in connection herewith or otherwise selected by such Lender or the Agent pursuant to Section 2.17.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Loan" means, with respect to a Lender, such Lender's loan made pursuant to its commitment to lend set forth in Section 2.1 (or any conversion or continuation thereof).

"Loan Documents" means this Agreement, the Notes, the Fee Letters and all other documents, instruments, notes and agreements executed and delivered in connection therewith or contemplated thereby which the Agent and the Borrower designate in writing as a "Loan Document".

"Mandatorily Convertible Securities" means mandatorily convertible equity-linked securities issued by the Borrower or any Subsidiary, so long as the terms of such securities require no repayments or prepayments of principal and no mandatory redemptions or repurchases, in each case, prior to at least 91 days after the Maturity Date.

"Master Formation Agreement" means that certain Master Formation Agreement dated as of March 14, 2013 by and among CenterPoint Energy, OGE, and ArcLight.

"Material Adverse Effect" means a material adverse effect on (a) the business, condition (financial or otherwise), or operations of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower to perform its obligations under the Loan Documents, or (c) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Agent or the Lenders thereunder.

"Material Indebtedness" means Indebtedness of the Borrower and/or its Material Subsidiaries (other than Indebtedness among the Borrower and/or its Subsidiaries) in an outstanding principal amount of $100,000,000 or more in the aggregate (or the equivalent thereof in any currency other than U.S. dollars).

"Material JV Agreements" is defined in Section 4.1(g).

"Material Subsidiary" means (a) for the purposes of determining what constitutes an "Event of Default" under Sections 8.1(e), (f), (g), (h), (i), (k) and (l) a Subsidiary of the Borrower (other than an Excluded Subsidiary) whose total assets, as of any date of determination, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower, as of such date of determination, on a consolidated basis as determined in accordance with GAAP, and (b) for all other purposes the "Material Subsidiaries" shall be those Subsidiaries of the Borrower whose total assets, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower on a consolidated basis, as determined in accordance with GAAP for the Borrower's most recently completed fiscal year and identified in the certificate most recently delivered pursuant to Section 6.1(d).

"Maturity Date" means May 1, 2016.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 3(37) or Section 4001(a)(3) of ERISA, which is covered by Title IV of ERISA and to which the Borrower or any member of the Controlled Group is obligated to make contributions or has been obligated to make contributions during the last six years.

"Net Cash Proceeds" means, with respect to any Debt Issuance, the gross cash proceeds received by the Borrower or any of its Subsidiaries therefrom less all reasonable and customary out-of-pocket legal, underwriting and other fees and expenses incurred in connection therewith.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders or all Lenders and (b) has been approved by the Required Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Excluded Subsidiary" means any Subsidiary that is not an Excluded Subsidiary.

"Non-Recourse Indebtedness" means Indebtedness of any Excluded Subsidiary as to which (a) neither the Borrower nor any Non-Excluded Subsidiary provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) neither the Borrower nor any Non-Excluded Subsidiary is directly or indirectly liable as a guarantor or otherwise, (c) neither the Borrower nor any Non-Excluded Subsidiary is the lender or other type of creditor, or (d) the relevant legal documents do not provide that the lenders or other type of creditors with respect thereto will have any recourse to the stock or assets of the Borrower or any Non-Excluded Subsidiary.

"Note" is defined in Section 2.13(d).

"Obligations" means all Loans, advances, debts, liabilities and obligations owing by the Borrower to the Agent, any Lender, any Arranger, any affiliate of the Agent, any Lender or any Arranger, or any Indemnitee under the provisions of Section 9.7 or any other provisions of the Loan Documents, in each case of any kind or nature, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes all principal, interest (including interest accruing after the filing of any bankruptcy or similar petition), charges, indemnities, expenses, fees, attorneys' fees and disbursements, and any other sum chargeable to the Borrower or any of its Subsidiaries under this Agreement or any other Loan Document.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Off Balance Sheet Indebtedness" means, with respect to any Person, (a) any repurchase obligation or repurchase liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability of such Person under any sale and leaseback transactions that do not create a liability on the balance sheet of such Person, (c) any obligations under Synthetic Leases or (d) any obligation arising with respect to any other transaction which is the functional

equivalent of borrowing but which does not constitute a liability on the balance sheet of such Person. As used herein, "Synthetic Lease" means a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee pursuant to Statement of Financial Accounting Standards No. 13, as amended and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"OGE" means OGE Energy Corp., an Oklahoma corporation.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Outstanding Credit Exposure" means, as to any Lender at any time, the aggregate principal amount of its Loans outstanding at such time.

"Parent Company" means, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

"Participant" is defined in Section 12.2(a).

"Participant Register" is defined in Section 12.2(d).

"Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Borrower dated as of May 1, 2013 among the General Partner, CERC, OGE Enogex Holdings, LLC, a Delaware limited liability company, and Enogex Holdings LLC, a Delaware limited liability company, as modified from time to time.

"Payment Date" means the last day of each March, June, September and December and the Maturity Date.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Receivables Financing" means any financing transaction or series of financing transactions (including factoring arrangements), the obligations under which are non-recourse to the Borrower and its Non-Excluded Subsidiaries (other than through recourse for breaches of

representations and warranties made by the Borrower or any of the Non-Excluded Subsidiaries and such indemnities and/or credit recourse as are consistent with a true sale or absolute transfer characterization under current legal and accounting standards (it being assumed that such standards are met by delivery of a legal opinion to such effect)), in connection with which the Borrower or any Affiliate of the Borrower may sell, convey or otherwise transfer, or grant a Lien on, accounts, payments, receivables, accounts receivable, rights to future credits, reimbursements, lease payments or other payments or residuals or similar rights to payment and in each case any related assets (collectively, "Receivables Facility Assets") to a Person that is not the Borrower or a Non-Excluded Subsidiary (including a Receivables Entity); provided that the aggregate principal or similar amount of all Permitted Receivables Financings shall not exceed at any one time outstanding 5% of Consolidated Tangible Assets.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means an employee pension benefit plan, excluding any Multiemployer Plan, which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any member of the Controlled Group may have any liability.

"Pricing Schedule" means the Schedule identifying the Applicable Margin attached hereto and identified as such.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by Citibank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Property" of a Person means any and all right, title and interest of such Person in or to property, whether real, personal, tangible, intangible, or mixed.

"Pro Rata Share" means, with respect to a Lender, (a) a fraction, the numerator of which is such Lender's Commitment at such time (in each case, as adjusted from time to time in accordance with the provisions of this Agreement) and the denominator of which is the Aggregate Commitment at such time, or (b) if the Aggregate Commitment has been terminated, a fraction, the numerator of which is such Lender's Outstanding Credit Exposure at such time and the denominator of which is the Aggregate Outstanding Credit Exposure at such time.

"Purchaser" is defined in Section 12.3(a).

"Qualified Project" means the construction or expansion of any capital project of the Borrower or any of its Subsidiaries, the aggregate actual or budgeted capital cost of which (in each case, including capital costs expended by the Borrower or any such Subsidiaries prior to the acquisition or construction of such project) exceeds $50,000,000.

"Qualified Project EBITDA Adjustments" means, with respect to each Qualified Project:

(a) prior to the Commercial Operation Date of a Qualified Project (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of such Qualified Project) of an amount to be approved by the Agent (such approval not to be unreasonably withheld or delayed) as the projected Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for the first 12-month period following the scheduled Commercial Operation Date of such Qualified Project (such amount to be determined based on customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions and other reasonable factors deemed appropriate by the Agent), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for the fiscal quarter in which construction of such Qualified Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Qualified Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days but not more than 365 days, 75% and (v) longer than 365 days, 100%; and

(b) thereafter, actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for each full fiscal quarter after the Commercial Operation Date, plus the amount approved by the Agent pursuant to clause (a) above as the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for the fiscal quarters constituting the balance of the four full fiscal quarter period following such Commercial Operation Date; provided that in the event the actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for any full fiscal quarter after the Commercial Operation Date shall materially differ from the projected Consolidated EBITDA approved by the Agent pursuant to clause (a) above for such fiscal quarter, the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for any remaining fiscal quarters included in the foregoing calculation shall be redetermined in the same manner as set forth in clause (a) above, such amount to be approved by the Agent (such approval not to be unreasonably withheld or delayed), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for such fiscal quarters.

Notwithstanding the foregoing:

(A) no such additions shall be allowed with respect to any Qualified Project unless:

(1) not later than 30 days prior to the delivery of any certificate required by the terms and provisions of Section 6.1(c) to the extent Qualified Project EBITDA Adjustments are requested be made to Consolidated EBITDA in determining compliance with Section 7.11, the Borrower shall have delivered to the Agent (i) written pro forma projections of Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project and (ii) a certificate of the Borrower certifying that all written information provided to the Agent for purposes of approving such pro forma projections (including information relating to customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions) was prepared in good faith based upon assumptions that were reasonable at the time they were made; and

(2) prior to the date such certificate is required to be delivered, the Agent shall have approved (such approval not to be unreasonably withheld) such projections and shall have received such other information and documentation as the Agent may reasonably request, all in form and substance satisfactory to the Agent; and

(B) the aggregate amount of all Qualified Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA of the Borrower and its Subsidiaries for such period (which total actual Consolidated EBITDA shall be determined without including any Qualified Project EBITDA Adjustments).

"Rating Agency" is defined on the Pricing Schedule.

"Recipient" means (a) the Agent and (b) any Lender, as applicable.

"Receivables Entity" means any Excluded Subsidiary formed or utilized for the special purpose of (a) effecting a Permitted Receivables Financing and (b) engaging in activities reasonably related or incidental thereto.

"Receivables Facility Assets" is defined in the definition of "Permitted Receivables Financing".

"Refinanced Increase Amount" is defined in Section 2.7(a).

"Regulation U" means Regulation U of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by banks for the purpose of purchasing or carrying margin stock (as defined therein) applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board as from time to time in effect and any successor or other regulation or official interpretation of the Board relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Reimbursed Party" is defined in Section 9.7(a).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, representatives, agents, managers, administrators, trustees, and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan subject to Title IV of ERISA, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event; provided that a failure to meet the minimum funding standard of Section 412 or 430 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Code.

"Requested Borrowing Amount" means the aggregate principal amount of Loans requested by the Borrower to be made to it on the Closing Date, as specified in the Borrowing Notice delivered pursuant to Section 2.8. The Requested Borrowing Amount shall not exceed the Aggregate Commitments.

"Required Lenders" means Lenders in the aggregate having Commitments of greater than fifty percent (50%) of the Aggregate Commitment or, if the Aggregate Commitment has been terminated, Lenders in the aggregate holding greater than fifty percent (50%) of the Aggregate Outstanding Credit Exposure, subject to Section 9.1(b).

"Restricted Payments" means, with respect to any Person, (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of such Person, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Capital Stock of any such Person, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of such Person, now or hereafter outstanding, and (d) the payment by such Person of any management, advisory or consulting fee to any other Person who is directly or indirectly a significant partner, shareholder, owner or executive officer of such Person; provided that this clause (d) shall not include the payment, in the ordinary course, of any brokers, finders or similar fees as determined appropriate by their respective governing bodies in their reasonable discretion.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc, and any successor thereto.

"Sanctioned Entity" shall mean (a) an agency of the government of, (b) an organization directly or indirectly owned or controlled by, or (c) an individual that acts on behalf of, a country that is subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/enforcement/ofac/programs, or as otherwise published from time to time, to the extent that such program administered by OFAC is applicable to any such agency, organization or person.

"Sanctioned Person" shall mean a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/enforcement/ofac/sdn/index.html, or as otherwise published from time to time.

"Single Employer Plan" means a Plan maintained by the Borrower or any member of the Controlled Group for employees of the Borrower or any member of the Controlled Group.

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Specified Acquisition" means any one or more related transactions (a) pursuant to which the Borrower or any of its Subsidiaries (other than an Excluded Subsidiary) acquires for an aggregate principal purchase price of not less than $50,000,000 (i) more than 50% of the Capital Stock in any other Person or (ii) other Property or assets (other than acquisitions of Capital Stock of a Person, capital expenditures and acquisitions of inventory or supplies in the ordinary course of business) of, or of an operating division or business unit of, any other Person, and (b) which is designated by the Borrower (by written notice to the Agent) as a "Specified Acquisition".

"Specified Change" is defined in the term "Change in Law".

"Subsidiary" means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person; unless otherwise specified, "Subsidiary" means a Subsidiary of the Borrower.

"Substantial Portion" means, with respect to the Property of the Borrower and its Subsidiaries, Property which represents more than 25% of the consolidated assets of the Borrower and its Subsidiaries or property which is responsible for more than 25% of the Consolidated Net Income of the Borrower and its Subsidiaries, in each case, as would be shown in the consolidated financial statements of the Borrower and its Subsidiaries as at the end of the four fiscal quarter period ending with the fiscal quarter immediately prior to the fiscal quarter in which such determination is made (or if financial statements have not been delivered hereunder for that fiscal quarter which ends such four fiscal quarter period, then the financial statements delivered hereunder for the quarter ending immediately prior to that quarter).

"Swap Agreements" means any agreement with respect to any swap, forward, future or other derivative transaction or option or similar agreement entered into by the Borrower or any of its Subsidiaries in order to provide protection to the Borrower and/or its Subsidiaries against fluctuations in future interest rates, currency exchange rates or commodity prices.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Transaction Costs" means all fees, costs and expenses incurred or payable by the Borrower or any Subsidiary in connection with the negotiation, execution and consummation of (a) this Agreement and the other Loan Documents (including the commitment letters and all fees payable hereunder or pursuant to any Fee Letter on the Closing Date pursuant to Section 10.9) and (b) the 2013 Revolving Credit Facility and the other "Loan Documents" related thereto and as defined therein (including the commitment letters and all fees payable on the "Closing Date" thereunder and as defined therein).

"Transactions" means, collectively, (a) the Initial JV Transaction, (b) the effectiveness and funding of this Agreement and (c) the effectiveness of the 2013 Revolving Credit Facility on the Closing Date.

"Transferee" is defined in Section 12.4.

"Type" means, with respect to any Advance, its nature as a Base Rate Advance or a Eurodollar Advance and with respect to any Loan, its nature as a Base Rate Loan or a Eurodollar Loan.

"UBS Securities" means UBS Securities LLC.

"Unfunded Liabilities" means the amount (if any) by which the present value of all vested and unvested accrued benefits under each Single Employer Plan subject to Title IV of ERISA exceeds the fair market value of all such Plan's assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan for which a valuation report is available, using actuarial assumptions for funding purposes as set forth in such report.

"U.S. Person" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"Voting Stock" means all classes of the Capital Stock (or other voting interests) of such Person then outstanding and normally entitled to vote in the election of directors or other governing body of such Person.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association, and its successors.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means the Borrower, the Guarantor and the Agent.

Section 1.2. **Other Definitions and Provisions**. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document: (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (d) the word "will" shall be construed to have the same meaning and effect as the word "shall", (e) any reference herein to any Person shall be construed to include such Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (h) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (i) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".

Section 1.3. **Rounding**. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.4. **References to Agreement and Laws**. Unless otherwise expressly provided herein, (a) references to formation documents, governing documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by the Loan Documents; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

Section 1.5. **Times of Day**. Unless otherwise specified, all references herein to times of day shall be references to New York City time.

ARTICLE II.

THE CREDITS

Section 2.1. **Commitment**. Subject to the satisfaction of the conditions precedent set forth in Article IV, each Lender severally agrees, on the terms and conditions set forth in this Agreement, to make a single Loan to the Borrower on the Closing Date in an amount equal to such Lender's Commitment (or, if the Requested Borrowing Amount is less than the Aggregate Commitment, an amount equal to such Lender's Pro Rata Share of the Requested Borrowing Amount). Amounts repaid or prepaid in respect of Loans may not be reborrowed.

Section 2.2. **Repayment; Termination**. Any outstanding Loans and other outstanding Obligations (other than contingent indemnification obligations) shall be repaid in full by the Borrower on the Maturity Date. Notwithstanding the termination of this Agreement on the Maturity Date, until all of the Obligations (other than contingent indemnification obligations) shall have been fully paid and satisfied, all of the rights and remedies under this Agreement and the other Loan Documents shall survive.

Section 2.3. **Ratable Loans**. Each Advance hereunder shall consist of Loans made from the several Lenders in accordance with their Pro Rata Share.

Section 2.4. **Types of Advances**. The Advances may be Base Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower in accordance with Sections 2.8 and 2.9.

Section 2.5. **Minimum Amount of Each Advance**. Each Eurodollar Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), and each Base Rate Advance shall be in the minimum amount of $1,000,000 (and in multiples of $500,000 if in excess thereof); provided, that any Base Rate Advance may be in the amount of any Aggregate Commitment or Advances not allocated to Eurodollar Advances.

Section 2.6. **Optional Principal Prepayments**. The Borrower may from time to time prepay, without penalty or premium, all outstanding Base Rate Advances, or any portion thereof in a minimum aggregate amount of $1,000,000 or any integral multiple of $500,000 in excess thereof, on any Business Day upon notice to the Agent by no later than 11:00 a.m. on the date of such prepayment. The Borrower may from time to time prepay, subject to the payment of any amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances, or any portion thereof in a minimum aggregate amount of $5,000,000 or any integral multiple of $1,000,000 in excess thereof upon at least two (2) Business Days' prior notice to the Agent (or such shorter period as may be acceptable to the Agent). Amounts repaid or prepaid in respect of Loans may not be reborrowed. Each prepayment of the Loans under this Section 2.6 shall be applied as specified by the Borrower; and each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares.

Section 2.7. **Mandatory Prepayments**.

(a) Debt Issuances. The Borrower shall make mandatory principal prepayments of the Loans in the manner set forth in Section 2.7(b) in an amount equal to one hundred percent (100%) of the aggregate Net Cash Proceeds from any Debt Issuance by the Borrower or any of its Subsidiaries, other than (a) Indebtedness incurred under the 2013 Revolving Credit Facility, (b) any refinancings, to the extent permitted by Section 7.10, of (i) Indebtedness outstanding under the Existing Enogex Term Loan Agreement, (ii) the Existing Enogex Senior Notes and (iii) Indebtedness owing by the Borrower to CERC or a Subsidiary thereof under certain promissory notes dated as of the Closing Date executed by the Borrower in favor of CERC or a Subsidiary thereof, provided that to the extent any such refinancing of the Indebtedness described in this clause (iii) increases the principal amount thereof (such increased principal amount, the "Refinanced Increase Amount") and such refinancing is effected pursuant to a public or private capital markets offering or any bank debt facility, the Borrower shall prepay the Loans with the Net Cash Proceeds received from such refinancing in an amount equal to the Refinanced Increase Amount, (c) (1) any Indebtedness of a Non-Excluded Subsidiary permitted under Section 7.3(e), (2) similar purchase money Indebtedness and Capitalized Lease arrangements of the Borrower and any Excluded Subsidiary and (3) any other unsecured Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving fixed or capital assets (provided that, to the extent that the Net Cash Proceeds from the issuance or incurrence of such Indebtedness exceeds the cost of acquiring, constructing, improving, altering or repairing such fixed or capital assets, the Borrower shall be required to make a mandatory prepayment of the Loans in the manner set forth in Section 2.7(b) in an amount equal to such excess), (d) any Indebtedness in respect of a Permitted Receivables Financing, (e) other outstanding Indebtedness in an aggregate principal amount not to exceed $25,000,000 at any time outstanding, and (f) any refinancings, to the extent such refinancings are otherwise permitted by this Agreement, of the Indebtedness described in the foregoing clauses (a) through (e). Each prepayment pursuant to this Section 2.7 shall be made within three (3) Business Days after the date of receipt by the Borrower or any of its Subsidiaries of the Net Cash Proceeds of any such Debt Issuance.

(b) Notice; Manner of Payment. Upon the occurrence of any event triggering the prepayment requirement under Section 2.7(a), the Borrower shall promptly notify the Agent and upon receipt of such notice, the Agent shall promptly so notify the Lenders. Each prepayment of the Loans under this Section 2.7 shall be applied to the principal amount of the Loans on a pro rata basis; and each such prepayment shall be paid to the Lenders in accordance with their respective Pro Rata Shares. Notwithstanding the foregoing, all such prepayments pursuant to this Section shall be applied to outstanding Base Rate Advances prior to being applied to any outstanding Eurodollar Advances.

Section 2.8. **Initial Borrowing**. To request the initial borrowing of Loans on the Closing Date, the Borrower shall give the Agent irrevocable written notice (a "Borrowing Notice") in substantially the form attached hereto as Exhibit E, not later than 11:00 a.m. on the Closing Date in the case of any Base Rate Advance requested to be made on the Closing Date or 11:00 a.m. two (2) Business Days before the Closing Date in the case of any Eurodollar Advance requested to be made on the Closing Date, specifying:

(a) the proposed date, which shall be a Business Day, of such Advance;

(b) the aggregate amount of such Advance;

(c) the Type of Advance selected; and

(d) in the case of a Eurodollar Advance, the Interest Period applicable thereto.

On the Closing Date, each Lender (subject to the satisfaction of the conditions precedent set forth in Article IV) shall make available its Loan or Loans in funds immediately available to the Agent at its address specified pursuant to Section 9.20. The Agent will promptly make the funds so received from the Lenders available to the Borrower at the Agent's aforesaid address. If the Borrower requests a Eurodollar Advance but fails to specify an Interest Period, it will be deemed to have an Interest Period of one month.

Section 2.9. **Conversion and Continuation of Outstanding Advances**. Base Rate Advances shall continue as Base Rate Advances unless and until such Base Rate Advances are converted into Eurodollar Advances pursuant to this Section 2.9 or are repaid in accordance with Section 2.6 or Section 2.7. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Base Rate Advance unless (x) such Eurodollar Advance is or was repaid in accordance with Section 2.6 or Section 2.7 or (y) the Borrower shall have given the Agent a Conversion/Continuation Notice requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.5, the Borrower may elect from time to time to convert all or any part of a Base Rate Advance into a Eurodollar Advance. The Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") in accordance with Section 2.14, which, when in writing, shall be in substantially the form attached hereto as Exhibit F, of each conversion of a Base Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 11:00 a.m. on the third Business Day prior to the date of the requested conversion or continuation, specifying:

(a) the requested date, which shall be a Business Day, of such conversion or continuation;

(b) the aggregate amount and Type of the Advance which is to be converted or continued; and

(c) the duration of the Interest Period applicable thereto.

If the Borrower requests a conversion to, or continuation of a Eurodollar Advance but fails to specify an Interest Period, it will be deemed to have an Interest Period of one month. After giving effect to all Advances, all conversions of Advances from one Type to the other, and all continuations of Advances as the same Type, there shall not be more than ten Interest Periods in effect.

Section 2.10. **Changes in Interest Rate, etc**. Each Base Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Base Rate

Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.9, at a rate per annum equal to the Base Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Base Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the Eurodollar Rate for such Interest Period, as determined by the Agent. No Interest Period may end after the scheduled Maturity Date.

Section 2.11. **Rates Applicable After Event of Default**. Notwithstanding anything to the contrary contained in Section 2.8, 2.9 or 2.10, upon the occurrence and during the continuance of an Event of Default, the Required Lenders may, at their option, by notice to the Borrower, declare that no Advance may be made as, converted into or continued as a Eurodollar Advance. If all or a portion of (a) the principal amount of any Loan, (b) any interest payable thereon, or (c) any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest, payable from time to time on demand, at a rate per annum equal to the Default Rate, in each case from the date of such non-payment until such amount is paid in full.

Section 2.12. **Method of Payment**. All payments of the Obligations hereunder shall be made, without setoff or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Section 9.20, or at any other Lending Installation of the Agent specified in writing by the Agent to the Borrower, by noon on the date when due and shall be applied ratably (except as otherwise specifically required hereunder) by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at such Lender's address specified pursuant to Section 9.20 or at any Lending Installation specified in a notice received by the Agent from such Lender.

Section 2.13. **Noteless Agreement; Evidence of Indebtedness**.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from the Loan made by such Lender hereunder, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period (in the case of a Eurodollar Advance) with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries maintained in the accounts maintained pursuant to paragraphs (a) and (b) above shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded absent manifest error; provided, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(d) Any Lender may request that its Loans be evidenced by a promissory note in substantially the form of Exhibit B (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender such Note payable to such Lender. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (a) and (b) above.

Section 2.14. **Telephonic Notices**. The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices (confirmed promptly in writing) made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of the Borrower. The Borrower agrees to deliver promptly to the Agent a written confirmation of each telephonic notice, signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

Section 2.15. **Interest Payment Dates; Interest and Fee Basis**. Interest accrued on each Base Rate Advance shall be payable in arrears on each Payment Date, commencing with the first such date to occur after the Closing Date, on any date on which the Base Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance shall be payable on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest on Base Rate Advances when the Alternate Base Rate is determined by the Prime Rate shall be calculated for actual days elapsed on the basis of a 365, or when appropriate 366, day year. All other computations of interest shall be calculated for actual days elapsed on the basis of a 360-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to noon at the place of payment. If any payment of principal of or interest on an Advance or any other amounts payable to the Agent or any Lender hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

Section 2.16. **Notification of Advances, Interest Rates and Prepayments**. Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Borrowing Notice, Conversion/Continuation Notice, and prepayment notice received by it hereunder. The Agent will notify the Borrower and each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give the Borrower and each Lender prompt notice of each change in the Alternate Base Rate.

Section 2.17. **Lending Installations**. Each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Installation. Each Lender may, by written notice to the Agent and the Borrower in accordance with Section 9.20, designate replacement or additional Lending Installations through which Loans will be made by it and for whose account Loan payments are to be made.

Section 2.18. **Non-Receipt of Funds by the Agent**. Unless the Borrower notifies the Agent prior to the time which it is scheduled to make payment to the Agent of a payment of principal or interest to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If the Borrower has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to the interest rate applicable to the relevant Loan.

Section 2.19. **Replacement of Lender**. If (x) any Lender requests compensation under Section 3.1, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5 and, in each case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further claims for such indemnity, compensation or payment, (y) any Lender is a Defaulting Lender or a Non-Consenting Lender or (z) any Lender's obligation to make or to convert or continue outstanding Loans or Advances as Eurodollar Loans or Eurodollar Advances has been suspended pursuant to Section 3.3, and, in each such case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further suspension, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate (provided that the failure by any such Lender that is a Defaulting Lender to execute an Assignment and Assumption Agreement shall not render such assignment invalid), without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.3), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or 3.5) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(a) the Borrower shall have received (i) the prior written consent of the Agent with respect to any assignee that is not already a Lender or an affiliate of a Lender hereunder, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) the consent of such assignee to the assignment and (iii) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the consent of the applicable assignee to the applicable amendment, waiver or consent;

(b) the Agent shall have received the assignment fee specified in Section 12.3(c) unless (i) waived by the Agent or (ii) the assignee is another Lender;

(c) such Lender shall have received payment of an amount equal to its funded and outstanding principal balance of its Outstanding Credit Exposure, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including (other than with respect to any Defaulting Lender) any amounts under Section 3.4) from the assignee (to the extent of such outstanding principal and accrued interest) or the Borrower (in the case of all other amounts);

(d) in the case of any such assignment resulting from (i) a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.5, such assignment will result in a reduction in such compensation or payments thereafter or (ii) a suspension under Section 3.3, such assignment shall be made to a Lender or Eligible Assignee which is not subject to such a suspension; and

(e) such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment cease to apply.

Section 2.20. **[Intentionally Omitted].**

Section 2.21. **[Intentionally Omitted].**

Section 2.22. **[Intentionally Omitted].**

Section 2.23. **[Intentionally Omitted].**

Section 2.24. **Defaulting Lenders**.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 9.1(b).

(ii) Defaulting Lender Waterfall. Any payment of principal, interest or other amounts received by the Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Agent from a Defaulting Lender pursuant to Section 11.1 will not be paid or distributed to such Defaulting Lender, but will instead be retained by the Agent in a segregated account until (subject to Section 2.24(b)) the termination of the Commitments and payment in full of all obligations of the Borrower hereunder and shall be applied at

such time or times as may be determined by the Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations to the Borrower under this Agreement; and fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Article IV were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Aggregate Commitments as in effect on the Closing Date (after giving effect to all assignments effected thereafter). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(b) Defaulting Lender Cure. If the Borrower and the Agent agree in writing that a Lender is no longer a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders and/or take such other actions as the Agent may determine to be necessary to cause the Loans to be held by the Lenders in accordance with their respective Pro Rata Shares, whereupon such Lender will cease to be a Defaulting Lender (and the Pro Rata Shares of each Lender will automatically be adjusted on a prospective basis to reflect the foregoing); provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.25. **Obligations of Lenders**.

(a) Funding by Lenders; Presumption by the Agent. Unless the Agent shall have received notice from a Lender prior to the proposed time of any borrowing that such Lender will not make available to the Agent such Lender's share of such Advance, the Agent may assume that such Lender has made such share available on such date in accordance with the

terms hereof and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable borrowing available to the Agent, then the applicable Lender and the Borrower severally agree to pay to the Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Agent, at (i) in the case of a payment to be made by such Lender, the greater of the daily average Federal Funds Effective Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Loans. If the Borrower and such Lender shall pay such interest to the Agent for the same or an overlapping period, the Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Advance to the Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Agent.

(b) Nature of Obligations of Lenders Regarding Extensions of Credit. The obligations of the Lenders under this Agreement to make the Loans are several and are not joint or joint and several. The failure of any Lender to make available its Pro Rata Share of any Advance requested by the Borrower shall not relieve it or any other Lender of its obligation, if any, hereunder to make its Pro Rata Share of such Advance available on the Closing Date, but no Lender shall be responsible for the failure of any other Lender to make its Pro Rata Share of such Advance available on the Closing Date.

ARTICLE III.

YIELD PROTECTION; TAXES

Section 3.1. **Yield Protection**.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Other Connection Taxes) on its loans, loan principal, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to the Agent or such other Recipient of making, converting into, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to reduce the amount of any sum received or receivable by such Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Recipient, the Borrower shall promptly pay to such Recipient such additional amount or amounts as will compensate such Recipient for such additional costs incurred or reduction suffered; provided that the Borrower shall not be required to pay any such amounts to any Recipient under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent such Recipient is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Installation of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitment of such Lender or the Loan made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided that the Borrower shall not be required to pay any such amounts to any Lender under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent such Lender is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

(c) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than ninety (90) days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety-day period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.2. **Changed Circumstances Affecting Eurodollar Rate Availability.** In connection with any request for a Eurodollar Advance or a Base Rate Advance or a conversion to or continuation thereof, if for any reason (a) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Advance, (b) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining the Eurodollar Rate for such Advance or (c) the Required Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that the Eurodollar Rate does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Advance during such Interest Period, then the Agent shall promptly give notice thereof to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower and the

other Lenders that such circumstances no longer exist, (i) the obligation of the Lenders to make Eurodollar Advances and the right of the Borrower to convert any Advance to or continue any Advance as a Eurodollar Advance shall be suspended, and the Borrower shall, at the Borrower's option, either (A) repay in full (or cause to be repaid in full) the then outstanding principal amount of each such Eurodollar Advance together with accrued interest thereon (subject to Section 2.15), on the last day of the then current Interest Period applicable to such Eurodollar Advance; or (B) convert, without premium or penalty and without liability for any amounts payable pursuant to Section 3.4, the then outstanding principal amount of each such Eurodollar Advance to a Base Rate Advance as of the last day of such Interest Period; and (ii) the Alternate Base Rate shall be calculated without giving effect to clause (c) of such definition.

Section 3.3. **Laws Affecting Eurodollar Rate Availability**. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Installations) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Installations) to honor its obligations hereunder to make or maintain any Eurodollar Advance, such Lender shall promptly give notice thereof to the Agent and the Agent shall promptly give notice to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower and the other Lenders that such circumstances no longer exist, (i) the obligations of the Lenders to make Eurodollar Advances, and the right of the Borrower to convert any Advance or continue any Advance as a Eurodollar Advance, shall be suspended and thereafter the Borrower may select only Base Rate Loans, (ii) if any of the Lenders may not lawfully continue to maintain a Eurodollar Advance to the end of the then current Interest Period applicable thereto, the applicable Loan shall immediately be converted to a Base Rate Loan for the remainder of such Interest Period and (iii) the Alternate Base Rate shall be calculated without giving effect to clause (c) of such definition.

Section 3.4. **Funding Indemnification**. If (i) any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, including pursuant to Section 9.19, (ii) a Eurodollar Advance is not made, continued or converted on the date specified by the Borrower in a Borrowing Notice or a Conversion/Continuation Notice for any reason other than default by the Lenders, (iii) a Eurodollar Advance is not prepaid on the date specified by the Borrower pursuant to Section 2.6 for any reason, or (iv) a Eurodollar Loan is assigned on a date which is not the last day of the applicable Interest Period as a result of a request by the Borrower pursuant to Section 2.19, then, except (a) as otherwise provided in this Agreement or (b) if arising in connection with a Lender becoming a Defaulting Lender or the replacement of such Lender pursuant to Section 2.19, for any such amounts that would be owing to such Lender, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance but excluding the Applicable Margin expected to be received by such Lender during the remainder of such Interest Period.

Section 3.5. **Taxes**.

(a) [Intentionally Omitted].

(b) Payments Free of Taxes. Any and all payments to a Recipient by or on account of any obligation of the Borrower or the Guarantor under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower or the Guarantor (as the case may be) shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding for Indemnified Tax been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided, however, the Borrower shall not be required to indemnify a Recipient pursuant to this Section 3.5(d) for any Indemnified Taxes unless such Recipient makes written demand on the Borrower for indemnification for such Indemnified Taxes no later than one hundred twenty (120) days after the earlier of (i) the date on which the relevant Governmental Authority makes written demand upon such Recipient for payment of such Indemnified Taxes, and (ii) the date on which such Recipient has made payment of such Indemnified Taxes. A certificate satisfying the requirements of Section 3.6 as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.2 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes

were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this Section 3.5(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 3.5, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 3.5(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in such applicable Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), properly completed and executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income Tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, properly completed and executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such Tax treaty and (y) with respect to any other applicable payments under any Loan Document, properly completed and executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such Tax treaty;

(2) properly completed and executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit C-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) properly completed and executed originals of IRS Form W-8BEN; or

(4) to the extent a Foreign Lender is not the beneficial owner, properly completed and executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2 or C-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) To the extent the Agent is not acting as a Lender, the Agent shall comply with the requirements of this Section 3.5(g) to the same extent as if it were a Lender (whose obligations under this Section 3.5(g) shall be solely to the Borrower) since the date on which it became the Agent.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.5 (including by the payment of additional amounts pursuant to this Section 3.5), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 3.5(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 3.5(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 3.5(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 3.5 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) Applicable Law. For purposes of this Section 3.5, the term "Applicable Law" includes FATCA.

Section 3.6. **Lender Statements; Survival of Indemnity**. Each Lender shall deliver a written statement of such Lender to the Borrower (with a copy to the Agent) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall (unless the subject of a good faith dispute by the Borrower) be payable within fifteen (15) days after demand and receipt by the Borrower of such written statement. The obligations of the Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

Section 3.7. **Alternative Lending Installation**. If any Lender requests compensation under Section 3.1, or the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5, or is unable to fund or maintain Eurodollar Advances or Eurodollar Loans, as applicable, as a result of the circumstances described in Section 3.3, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Installation for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.5 or remedy the circumstances described in Section 3.3, as the case may be, in the future, and (ii) would not in the reasonable judgment of such Lender subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. A Lender shall not be required to make any such designation or assignment if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances requiring such designation or assignment cease to apply. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment, if and to the extent such Lender is at such time generally assessing such costs and expenses in a similar manner to other similarly situated borrowers with similar credit facilities.

ARTICLE IV.

CONDITIONS PRECEDENT

The effectiveness of this Agreement and the obligation of the Lenders to make the Credit Extension on the Closing Date hereunder shall be subject to the satisfaction of the following conditions precedent:

Section 4.1. **Document Deliverables**. The Agent's (or its counsel's) receipt of the following, each of which shall be originals or electronic copies (followed promptly by originals) unless otherwise specified, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date):

(a) A counterpart of this Agreement duly executed by the Borrower, the Agent and the Lenders and a counterpart of the Guaranty duly executed by the Guarantor;

(b) Notes duly executed by the Borrower payable to each Lender requesting a Note pursuant to Section 2.13;

(c) A certificate of the secretary or assistant secretary of the General Partner certifying (i) the names and true signatures of the officers of the General Partner authorized to sign each Loan Document to which the Borrower is a party and the notices and other documents to be delivered by the Borrower pursuant to any such Loan Document, (ii) the limited partnership agreement and charter of the Borrower, together with all amendments, as in effect on the date of such certification, and (iii) resolutions of the board of directors or other equivalent governing body of the General Partner approving and authorizing the execution, delivery and performance by the Borrower of each Loan Document to which it is a party and authorizing the borrowings and other transactions contemplated hereunder, in form and substance reasonably satisfactory to the Arrangers;

(d) A certificate of the secretary or assistant secretary of the Guarantor certifying (i) the names and true signatures of the officers of the Guarantor authorized to sign the Guaranty, (ii) the bylaws and charter of the Guarantor, together with all amendments, as in effect on the date of such certification, and (iii) resolutions of the board of directors of the Guarantor approving and authorizing the execution, delivery and performance by the Guarantor of the Guaranty, in form and substance reasonably satisfactory to the Arrangers;

(e) Certificates of the Secretary of State of the State of Delaware as to the existence and good standing of the Borrower and the Guarantor in the State of Delaware;

(f) A certificate of the Borrower in form and substance reasonably satisfactory to the Arrangers certifying the representations and warranties made by the Borrower in Sections 5.1, 5.2, 5.3, 5.8, 5.11, 5.13 and 5.15 are true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects);

(g) Fully executed or conformed copies of the Master Formation Agreement, the transition services agreements and each other material agreement related to the Initial JV Transaction (such agreements, collectively, the "Material JV Agreements") and a certificate of the Borrower certifying as to the completeness of each Material JV Agreement and the consummation of the Initial JV Transactions, which certificate will be in form and substance reasonably satisfactory to the Arrangers.

(h) Favorable legal opinions with respect to customary matters from the Borrower's counsel, in form and substance reasonably satisfactory to the Arrangers and addressed to the Agent and the Lenders;

(i) The Initial Financial Statements and the financial projections and forward looking statements of the Borrower for the period from January 1, 2013 through December 31, 2016, giving pro forma effect to the Initial JV Transaction;

(j) Fully-executed copies of the amendments to the CenterPoint Energy Credit Facility and the CERC Credit Facility, effective in connection with the Initial JV Transaction;

(k) A Borrowing Notice from the Borrower, together with a designation of the account or accounts to which the proceeds of the Credit Extension made on the Closing Date are to be disbursed; and

(l) Five days prior to the Closing Date (or such later date as the Agent shall reasonably agree) all documentation and other information required by regulatory authorities with respect to the Borrower and the Guarantor under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Act, that has been reasonably requested by the Agent a reasonable period in advance of the date that is five days prior to the Closing Date.

Section 4.2. **Representations and Warranties**. On the Closing Date, each of the representations and warranties made by the Borrower in Sections 5.1, 5.2, 5.3, 5.8, 5.11, 5.13 and 5.15 shall be true and correct in all material respects (other than those representations and warranties that are subject to a materiality qualifier in the text thereof, which shall be true and correct in all respects) on and as of the Closing Date (except to the extent such representations and warranties expressly speak to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date).

Section 4.3. **Initial JV Transaction**. The Initial JV Transaction shall have been consummated prior to, or shall be consummated substantially simultaneously with, the Closing Date.

Section 4.4. **Closing Date Material Adverse Effect**. Since December 31, 2012, there shall not have occurred and be continuing a Closing Date Material Adverse Effect other than as disclosed (a) in the Commitment Date SEC Reports or (b) in writing to the Agent prior to March 14, 2013.

Section 4.5. **Approvals**. All material governmental and third party approvals necessary in connection with the Transactions and the continuing operations of the Borrower and its Subsidiaries shall have been obtained or waived (if applicable) and be in full force and effect, and all applicable waiting periods and appeal periods shall have expired.

Section 4.6. **Fees**. The Borrower shall have paid all fees required to be paid on or before the Closing Date, including the fees set forth in the Fee Letters to be paid on the Closing Date, and all reasonable out-of-pocket expenses required to be paid on or before the Closing Date for which invoices have been presented at least one Business Day prior to the Closing Date.

Section 4.7. **Closing Date**. The Agent shall promptly notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding on all parties hereto.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that:

Section 5.1. **Existence and Standing**. Each of the Borrower and its Material Subsidiaries is a corporation, partnership or limited liability company duly incorporated or organized, as the case may be, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction where the conduct of its business would require such qualification, except where the failure to be in good standing or have such authority could not reasonably be expected to have a Material Adverse Effect.

Section 5.2. **Authorization and Validity; Enforceability**. The Borrower has the power and authority and legal right to execute and deliver the Loan Documents to which it is a party (as in effect on the date that this representation is made or deemed made) and to perform its obligations thereunder. This Agreement and each other Loan Document to which the Borrower is a party have been duly executed and delivered on behalf of the Borrower. The execution and delivery by the Borrower of the Loan Documents to which it is a party (as in effect on the date that this representation is made or deemed made) and the performance of its obligations thereunder have been duly authorized by proper limited partnership or other applicable actions, and the Loan Documents to which it is party constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought at equity or in law).

Section 5.3. **No Conflict**. Neither the execution and delivery by the Borrower of the Loan Documents to which it is a party, nor the performance by the Borrower of its obligations thereunder, nor the consummation of the Transactions will (a) violate the Borrower's or any Material Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, bylaws, or operating or other management

agreement, as the case may be, (b) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or any of its Material Subsidiaries or (c) contravene the provisions of any indenture, instrument or agreement to which the Borrower or any of its Material Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of the Borrower or a Material Subsidiary pursuant to the terms of any such indenture, instrument or agreement, except, only in the case of this clause (c), for any such violations, contraventions or defaults which, individually and in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.4. **Government Consents**. No material order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the Borrower or any of its Material Subsidiaries, is required to be obtained by the Borrower or any of its Material Subsidiaries in connection with the consummation of the Transactions, the execution and delivery by the Borrower of the Loan Documents, the borrowings by the Borrower under this Agreement, the payment and performance by the Borrower of the Obligations thereunder or the legality, validity, binding effect or enforceability of any of the Loan Documents, except those relating to performance as would ordinarily be made or done in the ordinary course of business after the Closing Date.

Section 5.5. **Compliance with Laws**. The Borrower and each Material Subsidiary is in compliance with all Applicable Laws relating to it or any of its respective Properties except where the failure to comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.6. **Financial Statements**.

(a) The Initial Financial Statements described in clauses (a) and (b) of the definition thereof, delivered to the Agent on or prior to the Closing Date were prepared in accordance with GAAP and fairly present in all material respects the financial conditions and operations of the companies subject to such Initial Financial Statements at the date of the respective Initial Financial Statements and the results of operations for such companies at such respective date.

(b) The annual consolidated financial statements of the Borrower and its Subsidiaries delivered pursuant to Section 6.1(a) were prepared in accordance with GAAP and fairly present in all material respects the consolidated financial condition and operations of the Borrower and its Subsidiaries at such date and the consolidated results of their operations for the year then ended.

Section 5.7. **Material Adverse Change**. On and as of the Closing Date, since December 31, 2012, except as (a) disclosed in the Closing Date SEC Reports or (b) disclosed in writing to the Agent prior to the Closing Date and set forth on Schedule 5.7, there has been no Material Adverse Effect.

Section 5.8. **OFAC**. None of the Borrower, any Subsidiary of the Borrower or any Affiliate of the Borrower is a Sanctioned Person or Sanctioned Entity. The proceeds of any Loan will not be used and have not been used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

Section 5.9. **Litigation**. On and as of the Closing Date, except as (a) disclosed in the Closing Date SEC Reports or (b) disclosed to the Agent prior to the Closing Date and set forth on Schedule 5.9, there is no litigation, arbitration or governmental investigation, proceeding or inquiry pending or, to the knowledge of any Authorized Officer or the general counsel of the General Partner (or, if at such time the Borrower has a general counsel, of the Borrower), threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of the Credit Extension on the Closing Date.

Section 5.10. **Subsidiaries**. Schedule 5.10 contains an accurate list of all Subsidiaries of the Borrower as of the date of this Agreement, setting forth which Subsidiaries are Material Subsidiaries (and indicating that, as of such date, there are no Excluded Subsidiaries) and setting forth each Subsidiary's jurisdiction of organization and the percentage of its Capital Stock or other ownership interests owned by the Borrower or other Subsidiaries.

Section 5.11. **Margin Stock**. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used, directly or indirectly, in Regulation U). No part of the proceeds of any of the Loans will be used for purchasing or carrying margin stock or for any purpose which violates the provisions of Regulation U or Regulation X.

Section 5.12. **ERISA**. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

Section 5.13. **Investment Company Act**. Neither the Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 5.14. **Accuracy of Information**.

(a) None of the documents or written information (excluding (x) estimates, financial projections and forecasts and (y) the balance sheet and income statement described in clause (c) of the definition of "Initial Financial Statements") furnished to the Lenders by or on behalf of the Borrower in connection with or pursuant to this Agreement or the other Loan Documents (collectively, the "Information"), contained, as of the date such Information was furnished (or, if such Information expressly related to a specific date, as of such specific date), any untrue statement of a material fact or omitted to state, as of the date such Information was furnished (or, if such Information expressly related to a specific date, as of such specific date), any material fact (other than industry-wide risks normally associated with the types of businesses conducted by the Borrower and its Subsidiaries) necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, as a whole.

(b) The (x) estimates, financial projections and forecasts and (y) the balance sheet and income statement described in clause (c) of the definition of "Initial Financial Statements" furnished to the Lenders by or on behalf of the Borrower with respect to the transactions contemplated under this Agreement were prepared in good faith and on the basis of information and assumptions that the Borrower believed to be reasonable as of the date such information was prepared (it being recognized by the Lenders that such estimates, financial projections and forecasts as they relate to future events are not to be viewed as fact and that actual results during the period or periods covered by such estimates, financial projections and forecasts may differ from the projected results set forth therein by a material amount).

Section 5.15. **Solvency**. On the Closing Date (after giving effect to the Transactions), the Borrower and its Subsidiaries, on a consolidated basis, are Solvent.

Section 5.16. **Taxes**. Each of the Borrower and its Subsidiaries has filed or caused to be filed all Federal and all other material tax returns that are required to be filed by it and has paid or caused to be paid all taxes shown to be due and payable by it on said returns or on any assessments made against it or any of its Property and all other taxes, fees or other charges imposed on it or any of its Property by any Governmental Authority and payable by it (other than, with respect to any of the foregoing, any such taxes, fees or other charges the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or its Subsidiaries), except where the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.17. **Title to Properties**. The issued and outstanding Capital Stock owned by the Borrower of each of its Material Subsidiaries, whether such stock is owned directly or indirectly through one or more of its Subsidiaries, is owned free and clear of any Lien (other than any Lien permitted pursuant to Section 7.4). In addition, each of the Borrower and each Material Subsidiary has good title to, or valid leasehold interests in, all its Property material to its business, except for defects in title and exceptions to leasehold interests that either individually or in the aggregate would not reasonably be expected to result in a Material Adverse Effect, and all such Properties are free and clear of any Lien except Liens permitted under this Agreement.

Section 5.18. **No Violation**. The Borrower is not in violation of any order, writ, injunction or decree of any court or any order, regulation or demand of any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

ARTICLE VI.

AFFIRMATIVE COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

Section 6.1. **Reporting**. The Borrower will maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance with Agreement Accounting Principles, and furnish to the Agent:

(a) Within ninety (90) days after the end of each of its fiscal years, financial statements prepared in accordance with GAAP on a consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period, statements of income and statements of cash flows, setting forth in comparative form figures for the preceding fiscal year, accompanied by an audit report, consistent with the requirements of the Securities and Exchange Commission, of a nationally recognized firm of independent public accountants or other independent public accountants reasonably acceptable to the Required Lenders.

(b) Within forty-five (45) days after the end of the first three quarterly periods of each of its fiscal years, financial statements prepared in accordance with GAAP (other than with regard to the absence of footnotes and subject to changes resulting from audit and normal year-end audit adjustments to same) on a consolidated basis for itself and its Subsidiaries, including consolidated unaudited balance sheets as at the end of each such period and consolidated unaudited statements of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, in each case setting forth in comparative form figures for the corresponding period of the preceding fiscal year, and accompanied by a certificate of a Financial Officer to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Borrower and its Subsidiaries on a consolidated basis as of their respective dates and have been prepared in accordance with GAAP (other than with regard to the absence of footnotes and subject to changes resulting from audit and normal year-end audit adjustments to same).

(c) Together with the financial statements required under Sections 6.1(a) and 6.1(b), (i) a compliance certificate in substantially the form of Exhibit D signed by a Financial Officer (A) showing the calculations necessary to determine compliance with Section 7.11 and, if applicable, Section 7.12 and (B) stating that no Default or Event of Default exists, or if any Default or Event of Default exists as of the date of such compliance certificate, stating the nature and status thereof, and (ii) such other financial information as may be reasonably requested by the Agent reasonably in advance of the delivery of such financial statements, including consolidating financial statements, as is necessary to account for Non-Recourse Indebtedness and Excluded EBITDA for purposes of determining the Consolidated Leverage Ratio.

(d) Together with the financial statements required under Sections 6.1(a), a certificate signed by a Financial Officer certifying an updated Schedule 5.10 with respect to its Subsidiaries, Material Subsidiaries and Excluded Subsidiaries, if applicable.

(e) If requested by the Agent, within 305 days after the end of each fiscal year of the Borrower, a copy of the actuarial report showing the Unfunded Liabilities of each Single Employer Plan as of the valuation date occurring in such fiscal year, certified by an actuary enrolled under ERISA.

(f) As soon as possible and in any event within ten (10) days after an Authorized Officer knows that any ERISA Event has occurred with respect to any Plan that could reasonably be expected to have a Material Adverse Effect, a statement, signed by an Authorized Officer, describing said ERISA Event and the action which the Borrower proposes to take with respect thereto.

(g) From time to time, such additional information regarding the financial position or business of the Borrower and its Subsidiaries as the Agent, at the request of any Lender, may reasonably request, including support for any pro forma calculations hereunder.

(h) Promptly upon the filing thereof, copies of all registration statements (other than any registration statement on Form S-8 and any registration statement in connection with a dividend reinvestment plan, shareholder purchase plan or employee benefit plan) and reports on form 10-K, 10-Q or 8-K (or their equivalents) which the Borrower or any of its Subsidiaries files with the Securities and Exchange Commission.

(i) Promptly upon obtaining knowledge thereof, notice of any change in any of the Borrower's Designated Ratings.

(j) Promptly upon the request thereof, such other information and documentation required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations (including the Act), as from time to time reasonably requested by the Agent or any Lender.

(k) Promptly upon the execution thereof, copies of all amendments to the Partnership Agreement and material amendments to the Material JV Agreements.

Information required to be delivered pursuant to these Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) shall be deemed to have been delivered on the date on which the Borrower provides notice to the Agent that such information has been posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's DebtDomain site or at another website identified in such notice and accessible by the Lenders without charge; provided that (i) such notice may be included in a certificate delivered pursuant to Section 6.1(c) and such notice or certificate shall also be deemed to have been delivered upon being posted to the Borrower's DebtDomain site or such other website and (ii) the Borrower shall deliver paper copies of the information referred to in Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) to any Lender which requests such delivery.

Notwithstanding anything herein to the contrary, so long as each Lender is a "Lender" under and as defined in the 2013 Revolving Credit Facility, information delivered pursuant to Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) of the 2013 Revolving Credit Facility shall be deemed delivered under Sections 6.1(a), 6.1(b), 6.1(h) and 6.1(k) hereof, respectively; provided that, if any Lender shall cease to be a "Lender" under and as defined in the 2013 Revolving Credit Facility, the Borrower shall be required to separately deliver such information pursuant to the terms of this Agreement, which information may be posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's DebtDomain site or at another website identified in such notice and accessible by the Lenders without charge.

Section 6.2. **Use of Proceeds**. The Borrower will use the proceeds of the Credit Extension on the Closing Date to refinance certain indebtedness owing to CERC as of the Closing Date and for general corporate purposes of the Borrower and its Subsidiaries.

Section 6.3. **Notice of Default**. Within five (5) days after any Authorized Officer with responsibility relating thereto obtains knowledge of any Default or Event of Default, the Borrower will deliver to the Agent a certificate of an Authorized Officer setting forth the details thereof and, if such Default or Event of Default is then continuing, the action which the Borrower is taking or proposes to take with respect thereto.

Section 6.4. **Maintenance of Existence**. The Borrower will preserve, renew and keep in full force and effect, and will cause each Material Subsidiary to preserve, renew and keep in full force and effect, its corporate or other legal existence and its rights, privileges and franchises material to the normal conduct of its businesses; provided that nothing in this Section 6.4 shall prohibit (a) any transaction permitted pursuant to Section 7.1, (b) the IPO or (c) the termination of any right, privilege or franchise of the Borrower or any Material Subsidiary or of the corporate or other legal existence of any Material Subsidiary or the change in form of organization of the Borrower or any Material Subsidiary which could not reasonably be expected to result in a Material Adverse Effect.

Section 6.5. **Taxes**. The Borrower will, and will cause each Material Subsidiary to, file all United States federal tax returns and all other material tax returns which are required to be filed by it, except to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect. The Borrower will, and will cause each Material Subsidiary to, pay when due all taxes, assessments and governmental charges and levies upon it or its Property that are payable by it, except (a) where the failure to pay could not reasonably be expected to result in a Material Adverse Effect or (b) those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are maintained in accordance with GAAP.

Section 6.6. **Insurance**. The Borrower will, and will cause each Material Subsidiary to, maintain with financially sound and reputable insurance companies, insurance on its Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as are consistent with reasonably prudent industry practice, and the Borrower will furnish to the Agent upon request full information as to the insurance carried.

Section 6.7. **Compliance with Laws**. The Borrower will, and will cause each Material Subsidiary to, comply with all laws, statutes, rules, regulations, orders, writs, judgments, injunctions, restrictions, decrees or awards of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property to which it may be subject, including all Environmental Laws, ERISA and all Applicable Laws involving transactions with, investments in or payments to Sanctioned Persons or Sanctioned Entities, except (i) where failure to so comply could not reasonably be expected to result in a Material Adverse Effect or (ii) the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

Section 6.8. **Maintenance of Properties**. Subject to Section 7.1, the Borrower will, and will cause each Material Subsidiary to, keep and maintain all of its Property that is necessary and material to the operation of the business of the Borrower and its Subsidiaries, taken as whole, in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Section 6.9. **Inspection; Keeping of Books and Records**.

(a) The Borrower will, and will cause each Material Subsidiary to, at the Borrower's expense, permit the Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property (subject to such physical security requirements as the Borrower or the applicable Material Subsidiary may reasonably require), to examine and make copies of the books of accounts and other financial records of the Borrower and each Material Subsidiary (except to the extent that such access is restricted by law or by a bona fide non-disclosure agreement not entered into for the purpose of evading the requirements of this Section), and to discuss the affairs, finances and accounts of the Borrower and each Material Subsidiary with, and to be advised as to the same by, their respective officers upon reasonable notice and at such reasonable times and intervals as the Agent or any Lender may designate; provided that the Borrower shall only be responsible for the expenses of one such visit, examination and/or inspection (in the aggregate among the Agent and the Lenders) in any twelve month period, unless such visit, examination and/or inspection is conducted during the continuance of an Event of Default.

(b) The Borrower shall keep and maintain, and cause each of its Material Subsidiaries to keep and maintain, in all material respects, proper books of record and account in which entries shall be made of all dealings and transactions in relation to their respective businesses and activities in sufficient detail as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP.

ARTICLE VII.

NEGATIVE COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

Section 7.1. **Fundamental Changes**. The Borrower will not, and will not permit any of its Material Subsidiaries to, (a) enter into any transaction of merger or (b) consolidate, liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); provided, that as long as no Default or Event of Default exists and is continuing or would be caused thereby: (i) a Person (including a Subsidiary of the Borrower) may be merged or consolidated with or into the Borrower so long as (A) the Borrower shall be the continuing or surviving entity and (B) the Borrower remains liable for its obligations under this Agreement and all the rights and remedies hereunder remain in full force and effect, (ii) a Material Subsidiary may (A) merge or consolidate with or into another Subsidiary of the Borrower or (B) merge or consolidate with or

into any other Person (other than the Borrower, which shall be governed by clause (i) of this Section) so long as either (x) such Material Subsidiary shall be the surviving entity of such merger or consolidation or (y) upon such merger or consolidation, such other Person would become a Material Subsidiary of the Borrower after giving effect to such merger or consolidation (it being understood that, notwithstanding anything to the contrary contained herein, for purposes of this clause (y) only, a Material Subsidiary shall mean, as at any time of determination, a Subsidiary whose total assets, as determined in accordance with GAAP, represent at least 10% of the total assets of the Borrower, on a consolidated basis, as determined in accordance with GAAP, at such time) and (iii) the Borrower or any Subsidiary may otherwise take such action to the extent permitted by Section 7.2(b).

Section 7.2. **Asset Sales**.

(a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of all or substantially all of the assets of the Borrower and its Subsidiaries on a consolidated basis.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of assets (including interests in any Person), businesses or operations of any Person; provided, that, subject to Section 7.2(a) above, (i) the Borrower and its Subsidiaries may enter into sales and leases of inventory in the ordinary course of business, (ii) the Borrower and its Subsidiaries may enter into leases of transportation capacity, storage capacity, and/or processing capacity in the ordinary course of business, (iii) the Borrower and its Subsidiaries may enter into conveyances, sales, leases, transfers, or other dispositions of obsolete, surplus or unusable equipment in the ordinary course of its business and (iv) if no Default or Event of Default exists and is continuing or would be caused thereby, the Borrower and its Subsidiaries may convey sale, lease, transfer or dispose of other assets.

(c) Notwithstanding the foregoing Sections 7.2(a) and (b), nothing in this Section 7.2 shall be deemed to prohibit (i) the IPO or (ii) the Borrower or any Subsidiary from conveying, selling, leasing, transferring, or otherwise disposing of any assets to any other Subsidiary or to the Borrower.

Section 7.3. **Indebtedness**. The Borrower will not permit its Subsidiaries (other than Excluded Subsidiaries) to create, assume, incur or suffer to exist any Indebtedness, except for the following:

(a) Indebtedness existing on the Closing Date and listed on Schedule 7.3 and renewals, extensions and refinancings of such Indebtedness that do not violate Section 7.10.

(b) Indebtedness of any Subsidiary to the Borrower or any other Subsidiary.

(c) Unsecured Indebtedness of a Person that becomes a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date; provided that such Indebtedness was not incurred in contemplation of such Person becoming a Subsidiary, together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(d) Guarantees of Indebtedness of any Subsidiary permitted hereunder by any other Subsidiary.

(e) Indebtedness of any Subsidiary (or any Person that will become a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date, provided that such Indebtedness is not incurred in contemplation of such entity becoming a Subsidiary) secured by a Lien permitted pursuant to Section 7.4(a), together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(f) Indebtedness in respect of Swap Agreements or credit support in respect thereof entered into in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

(g) Indebtedness in respect of a Permitted Receivables Financing.

(h) Guarantees by any Subsidiary of Indebtedness of the Borrower to the extent such Subsidiary has guaranteed the Indebtedness of the Borrower under this Agreement on terms and conditions satisfactory to the Agent.

(i) Non-Recourse Indebtedness of Excluded Subsidiaries.

(j) Indebtedness in an aggregate amount not to exceed at any one time outstanding the greater of (x) $250,000,000 and (y) 5% of Consolidated Tangible Assets.

Section 7.4. **Liens**. The Borrower will not, nor will it permit any Material Subsidiary (other than an Excluded Subsidiary) to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or any of its Material Subsidiaries (other than Excluded Subsidiaries), except:

(a) Any Lien securing Indebtedness, including a Capitalized Lease, incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving fixed or capital assets; provided that (i) such Lien shall be created substantially simultaneously with or within 12 months after the acquisition thereof or the completion of the repair, construction or improvement thereof, (ii) such Lien shall not apply to any other property or assets of the Borrower or of its Material Subsidiaries (other than repairs, renewals, replacements, additions, accessions, improvements and betterments thereto) and (iii) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing, improving, altering or repairing such fixed or capital assets, as the case may be.

(b) Any Lien on any asset of any Person existing at the time such Person is merged or consolidated with or into the Borrower or any Subsidiary, or otherwise becomes a Subsidiary; provided that (i) such Lien existed at the time such Person became a Subsidiary and

was not created in anticipation thereof, and (ii) such Lien does not encumber any other property or assets of the Borrower or any of its Subsidiary (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

(c) Any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Subsidiary; provided that (i) such Lien existed at the time of such acquisition and was not created in anticipation thereof, and (ii) such Lien does not encumber any other property or assets (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

(d) Any Lien arising out of the refinancing, extension, renewal or refunding of any debt secured by any Lien permitted by Section 7.4(a), 7.4(b), 7.4(c), 7.4(m), 7.4(n), or 7.4(r); provided that no such Lien shall encumber any additional assets (other than additions thereto and property in replacement or substitution thereof) or secure debt with a larger principal amount (other than in respect of accrued interest, fees and transaction costs) than the debt being refinanced, extended, renewed or refunded.

(e) Liens for taxes, assessments or governmental charges or levies on its Property (i) not yet due or delinquent (after giving effect to any applicable grace period) or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP.

(f) Liens imposed by law, such as landlords', carriers', warehousemen's, materialmen's, interest owner's of oil and gas production and mechanics' liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves are maintained in accordance with GAAP.

(g) (i) Liens arising out of pledges or deposits, surety bonds or performance bonds, in each case relating to or under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or (ii) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature or arising as a result of progress payments under government contracts, in each case incurred in the ordinary course of business.

(h) Easements (including reciprocal easement agreements and utility agreements), reservations, rights-of-way, covenants, consents, encroachments, variations, charges, restrictions, survey exceptions and other similar encumbrances as to real property of the Borrower and its Subsidiaries, which do not materially interfere with the conduct of the business of the Borrower or such Subsidiary conducted at the property subject thereto.

(i) Liens arising by reason of any judgment, decree or order of any court or other governmental authority which do not result in an Event of Default.

(j) Liens on deposits required by any Person with whom the Borrower or any of its Subsidiaries enters into Swap Agreements or any credit support therefor, in each case, in the ordinary course of business for the purpose of mitigating risks associated with liabilities (including interest rate liabilities), commitments, investments, assets or property held or reasonably anticipated.

(k) Liens, including Liens imposed by Environmental Laws, that (i) do not secure Indebtedness, (ii) do not secure obligations in an aggregate amount exceeding $50,000,000 at any time prior to the date that the Borrower achieves Investment Grade Status, (iii) do not in the aggregate materially detract from the value of its assets (other than to the extent of such Lien) or materially impair the use thereof in the operation of its business and (iv) in the case of all such Liens other than those imposed by Environmental Laws, are incurred in the ordinary course of business.

(l) Deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

(m) Liens created or assumed by the Borrower or a Subsidiary on any contract for the permitted sale of any product or service or any proceeds therefrom (including accounts and other receivables).

(n) Liens created by the Borrower or a Subsidiary on advance payment obligations by such Person to secure indebtedness incurred to finance advances for oil, gas, hydrocarbon and other mineral exploration and development.

(o) Liens securing obligations, neither assumed by the Borrower or any Subsidiary nor on account of which the Borrower or any Subsidiary customarily pays interest, upon real estate or under which the Borrower or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Borrower or any Subsidiary is the lessee of the whole thereof or any interest therein for the purpose of locating pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

(p) Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution and Liens of a collecting bank arising in the ordinary course of business under Section 4-210 of the Uniform Commercial Code in effect in the relevant jurisdiction.

(q) Liens granted to the administrative agent, for the benefit of the lenders, in the "Cash Collateral Account" under (and as defined in) the 2013 Revolving Credit Facility or pursuant to Section 2.20(j) of the 2013 Revolving Credit Facility.

(r) Liens existing on the Closing Date and listed on Schedule 7.4.

(s) Liens on the Capital Stock or assets of any Receivables Entity, or Liens on Receivables Facility Assets sold, contributed, financed or otherwise conveyed or pledged in connection with a Permitted Receivables Financing.

(t) Liens securing Indebtedness of a Subsidiary to the Borrower or to a Non-Excluded Subsidiary.

(u) Leases and subleases of real property owned or leased by the Borrower or any Subsidiary and not materially interfering with the ordinary conduct of the business of the Borrower and the Subsidiaries.

(v) Cash collateral and other Liens securing obligations incurred in the ordinary course of its energy marketing business (other than any obligations in respect of Swap Agreements or similar transactions, in each case that are not entered for the purpose of mitigating risks associated with liabilities (including interest rate liabilities), commitments, investments, assets or property held or reasonably anticipated).

(w) Liens not described in or otherwise permitted by Sections 7.4(a) through 7.4(v), inclusive, securing indebtedness in an aggregate amount not to exceed at any one time outstanding the greater of (x) $250,000,000 and (y) 5% of Consolidated Tangible Assets.

Section 7.5. **Affiliate Transactions**. The Borrower will not, and will not permit any Material Subsidiary to, directly or indirectly, enter into any transaction (including the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate (other than transactions between (i) the Borrower and any Non-Excluded Subsidiary, (ii) any Non-Excluded Subsidiary and another Non-Excluded Subsidiary or (iii) any Excluded Subsidiary and another Excluded Subsidiary) except upon fair and reasonable terms no less favorable to the Borrower or such Subsidiary (all terms of a particular transaction taken as a whole) than the Borrower or such Subsidiary could obtain in a comparable arm's length transaction; provided, that this Section shall not prohibit (a) any Restricted Payment permitted under Section 7.7, (b) the provision by the Borrower or any such Material Subsidiary of credit support to its Subsidiaries in the form of a performance guaranty or similar undertaking (but excluding any guaranty of, joint and several obligations for, or assumption of, Indebtedness or payment obligations), (c) the provision of letters of credit, guaranties, sureties and similar forms of credit support in respect of performance obligations of an Affiliate (but excluding any such support for Indebtedness or payment obligations) on terms and conditions that the Borrower or such Material Subsidiary, as applicable, believes in good faith to be fair and reasonable to the Borrower or such Material Subsidiary as applicable, provided, however, that to the extent the amount of the obligations of such Affiliate supported thereby exceeds $10,000,000, the provision of such letter of credit, guaranty, surety or similar form of credit support shall be approved by the board of directors or similar governing body of the General Partner and determined by such board of directors or similar governing body to be fair and reasonable to the Borrower or such Material Subsidiary, as applicable, (d) customary arrangements among Affiliates relating to the administrative or management services authorized by the Borrower's or such Subsidiary's organizational documents or board of directors or other governing body (or committee thereof), (e) equity investments by the Borrower and its Subsidiaries made after the Closing Date in any such Affiliates in an amount not to exceed $250,000,000, in the aggregate, at any one time (after giving effect to all returns of capital), (f) any transaction subject to the jurisdiction, approval, consent or oversight of any regulatory body or compliance with any applicable regulation, rule or guideline of any such regulatory body, (g) the IPO, (h) the transfer of Receivables Facility Assets to a Receivables Entity in connection with any Permitted Receivables Financing and (i) the transactions set forth on Schedule 7.5.

Section 7.6. **Excluded Subsidiaries**. The Borrower shall take such action as is necessary (including, at the Borrower's option, subject to Section 9.17, designating a Subsidiary that was previously an Excluded Subsidiary as a Non-Excluded Subsidiary and/or transferring assets from an Excluded Subsidiary to a Non-Excluded Subsidiary) to ensure that the aggregate assets owned by all Excluded Subsidiaries does not exceed, at any one time, 15% of consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

Section 7.7. **Restricted Payments**. Prior to the date that the Borrower first achieves Investment Grade Status, the Borrower shall not, and shall not permit its Subsidiaries to, make any Restricted Payments other than the following: (a) ratable distributions by Subsidiaries and joint ventures of the Borrower or its Subsidiaries, to the Borrower and/or to Subsidiaries of the Borrower and the other joint venturers therein, (b) ratable distributions paid only in common (non-preferential and non-redeemable) equity securities, (c) distributions in connection with stock option or other benefit plans for management and employees, (d) payment of management, marketing services, credit support and general and administrative fees and expenses in accordance with its governing documents and/or the other arrangements or agreements permitted by Section 7.5, and payment of or reimbursement for (or indemnification for) costs, fees and expenditures made or incurred for or on behalf of it or its Subsidiaries by any Person in connection with providing such services, and (e) if and to the extent that no Event of Default then exists or would result therefrom, the Borrower may make (i) distributions with respect to the partnership interests in the Borrower in an amount not to exceed (A) Distributable Cash (as defined in the Partnership Agreement) prior to the consummation of the IPO and (B) Available Cash (as defined in the Partnership Agreement) on and after the consummation of the IPO and (ii) distributions required by the Partnership Agreement in connection with any Bronco Arrearage Amount, CERC Arrearage Amount or OGE Arrearage Amount (each as defined in the Partnership Agreement).

Section 7.8. **Nature of Business**. The Borrower and its Subsidiaries shall not engage in any business other than such business that is substantially the same as conducted by the Borrower and its Subsidiaries as of the Closing Date and other businesses in the energy industry reasonably related thereto (including, without limitation, the gathering, fractionation, distillation, marketing, processing, purchase, sale, storage, trading, treatment, and transportation of natural gas, natural gas liquids, crude oil, and their products).

Section 7.9. **Restrictive Agreements**. The Borrower will not, and will not permit any Material Subsidiary to, enter into or permit to exist any agreement or other consensual arrangement that explicitly prohibits or restricts the ability of any Material Subsidiary to make any payment of any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of such Material Subsidiary, now or hereafter outstanding; provided that the foregoing shall not prohibit financial incurrence, maintenance and similar covenants that indirectly have the practical effect of prohibiting or restricting the ability of a Material Subsidiary to make such payments or provisions that require that a certain amount

of capital be maintained, or prohibit the return of capital to shareholders above certain dollar limits; provided further, that the foregoing shall not apply to (i) prohibitions and restrictions imposed by law or by this Agreement, (ii) prohibitions and restrictions contained in, or existing by reason of, any agreement or instrument (A) existing on the Closing Date, (B) relating to any Indebtedness of, or otherwise to, any Person at the time such Person first becomes a Material Subsidiary, so long as such prohibition or restriction was not created in contemplation of such Person becoming a Material Subsidiary, and (C) effecting a renewal, extension, refinancing, refund or replacement (or successive extensions, renewals, refinancings, refunds or replacements) of Indebtedness or other obligations issued or outstanding under an agreement or instrument referred to in clauses (ii)(A) and (ii)(B) above, so long as the prohibitions or restrictions contained in any such renewal, extension, refinancing, refund or replacement agreement, taken as a whole, are not materially more restrictive than the prohibitions and restrictions contained in the original agreement or instrument, as determined in good faith by an Authorized Officer, (iii) any prohibitions or restrictions with respect to a Material Subsidiary imposed pursuant to an agreement that has been entered into in connection with a disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (iv) restrictions contained in joint venture agreements, partnership agreements and other similar agreements with respect to a joint ownership arrangement restricting the disposition or distribution of assets or property of, or the activities of, such joint venture, partnership or other joint ownership entity, or any of such entity's subsidiaries, if such restrictions are not applicable to the property or assets of any other entity and (v) any prohibitions or restrictions on any Receivables Entity pursuant to a Permitted Receivables Financing.

Section 7.10. **Limitation on Amending Certain Documents**. The Borrower will not, and will not permit any Subsidiary to, modify or amend (a) the Existing Enogex Term Loan Agreement or the Existing Enogex Senior Notes, in each case, to the extent such amendment would increase the principal amount of, or extend the maturity of, the Indebtedness evidenced thereby, provided that this clause (a) shall not prohibit any amendment to the Existing Enogex Term Loan Agreement or the Existing Enogex Senior Notes, or refinancing of such Indebtedness, to the extent such amended or refinanced Indebtedness would otherwise be permitted by Section 7.3 or (b) the Partnership Agreement or the Material JV Agreements, in each case described in this clause (b), in a manner that is materially adverse to the Lenders.

Section 7.11. **Consolidated Leverage Ratio**.

(a) The Borrower will not permit, as of the last day of each fiscal quarter, the Consolidated Leverage Ratio as of such date to be (a) on any date of determination other than during an Acquisition Period, greater than 5.00:1.00 and (b) on any date of determination during an Acquisition Period, greater than 5.50:1.00.

(b) For purposes of calculating compliance with the financial covenant set forth in Section 7.11(a), Consolidated EBITDA may include, at Borrower's option, any Qualified Project EBITDA Adjustments as provided in the definition thereof.

Section 7.12. **Interest Coverage Ratio**. The Borrower will not permit, as of the last day of each fiscal quarter occurring prior to the first date on which the Borrower achieves Investment Grade Status, the ratio of Consolidated EBITDA to Consolidated Interest Expense as of such date to be less than 3.00:1.00.

ARTICLE VIII.

EVENTS OF DEFAULT, ACCELERATION AND REMEDIES

Section 8.1. **Events of Default**. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) Any representation or warranty made or deemed made by or on behalf of the Borrower under or in connection with this Agreement, the Credit Extension on the Closing Date, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be incorrect or untrue in any material respect (other than a representation and warranty that is subject to a materiality qualifier in the text thereof, which shall be incorrect or untrue in any respect) when made or deemed made.

(b) Nonpayment of (i) principal of any Loan when due, (ii) interest upon any Loan or of any fee under any of the Loan Documents within five (5) Business Days after the same becomes due or (iii) any other obligation or liability under this Agreement or any other Loan Document within ten (10) Business Days after the Borrower's receipt of notice from the Agent of such nonpayment.

(c) (i) The breach by the Borrower of any of the terms or provisions of Section 6.2, 6.3 (provided that such Event of Default shall be deemed automatically cured or waived upon the delivery of such notice or the cure or waiver of the related Default or Event of Default, as applicable), 6.4 (with respect to the Borrower's or any Material Subsidiary's existence), or Article VII or (ii) the breach by the Borrower of any of the terms or provisions of Section 6.1(a), 6.1(b), 6.1(c), or 6.1(i) which is not remedied within five (5) Business Days after written notice thereof is given by the Agent or a Lender to the Borrower.

(d) The breach by the Borrower (other than a breach which constitutes an Event of Default under another Section of this Article VIII) of any of the terms or provisions of this Agreement or any Note (but, for the avoidance of doubt, not the Guaranty) which is not remedied within thirty (30) days after written notice thereof is given by the Agent or a Lender to the Borrower.

(e) (i) Failure of the Borrower or any Material Subsidiary to pay when due (after any applicable grace period) any Material Indebtedness; (ii) the Borrower or any Material Subsidiary shall default (after the expiration of any applicable grace period) in the observance or performance of any covenant or agreement relating to any Material Indebtedness and as a result thereof such Material Indebtedness shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof; provided that the foregoing shall not apply to any mandatory prepayment or optional redemption of any Indebtedness which would be required to be repaid in connection with the consummation of a transaction by the Borrower or any such Subsidiary not prohibited pursuant to this Agreement; or (iii) the Borrower or any of its Material Subsidiaries shall not pay, or shall admit in writing its inability to pay, its debts generally as they become due.

(f) The Borrower or any of its Material Subsidiaries shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, (v) take any formal corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 8.1(f), or (vi) fail to contest within the applicable time period any appointment or proceeding described in Section 8.1(g).

(g) Without the application, approval or consent of the Borrower or any of its Material Subsidiaries, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any of its Material Subsidiaries or any Substantial Portion of its Property, or a proceeding described in Section 8.1(f) shall be instituted against the Borrower or any of its Material Subsidiaries and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of ninety (90) consecutive days.

(h) A judgment or other court order for the payment of money in excess of $100,000,000 (net of any amounts paid or covered by independent third party insurance as to which the relevant insurance company does not dispute coverage) shall be rendered against the Borrower or any Material Subsidiary and such judgment or order shall continue without being vacated, discharged, satisfied or stayed or bonded pending appeal for a period of forty-five (45) days.

(i) The Unfunded Liabilities of all Single Employer Plans could in the aggregate reasonably be expected to result in a Material Adverse Effect or any ERISA Event under clauses (a), (b) and (c) of the definition thereof shall occur in connection with any Plan that could reasonably be expected to have a Material Adverse Effect.

(j) Any Change of Control shall occur.

(k) The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that it has incurred, pursuant to Section 4201 of ERISA, withdrawal liability to such Multiemployer Plan in an amount which, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Borrower or any other member of the Controlled Group as withdrawal liability (determined as of the date of such notification), exceeds $100,000,000.

(l) The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, if as a result of

such reorganization or termination the aggregate annual contributions of the Borrower and the other members of the Controlled Group (taken as a whole) to all Multiemployer Plans which are then in reorganization or being terminated have been or will be increased, in the aggregate, over the amounts contributed to such Multiemployer Plans for the respective plan years of such Multiemployer Plans immediately preceding the plan year in which the reorganization or termination occurs by an amount exceeding $100,000,000.

(m) Any material portion of this Agreement or any Note (but, for the avoidance of doubt, not the Guaranty) shall fail to remain in full force or effect or any action shall be taken by the Borrower to assert the invalidity or unenforceability of any such Loan Document.

Section 8.2. **Acceleration/Remedies**.

(a) Automatic Acceleration of Maturity. If any Event of Default described in Section 8.1(f) or (g) occurs with respect to the Borrower:

(i) the obligations of the Lenders to make Loans hereunder shall automatically terminate and the Obligations shall immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and

(ii) the Agent shall at the request of, or may with the consent of, the Required Lenders proceed to enforce its rights and remedies under any Loan Document for the ratable benefit of the Lenders.

(b) Optional Acceleration of Maturity. If any Event of Default occurs (other than an Event of Default described in Section 8.1(f) or (g)), the Agent, upon the request of the Required Lenders, shall, or with the consent of the Required Lenders, may:

(i) terminate or suspend the obligations of the Lenders to make Loans hereunder or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives; and

(ii) proceed to enforce its rights and remedies under any Loan Document for the ratable benefit of the Lenders.

(c) Rescission of Acceleration. If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans as a result of any Event of Default (other than any Event of Default as described in Section 8.1(f) or (g) with respect to the Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination.

(d) Application of Payments. In the event that the Obligations have been accelerated pursuant to Section 8.2(a)(i) or Section 8.2(b)(i), all payments received by the Lenders upon the Obligations and all net proceeds from the enforcement of the Obligations shall be applied:

FIRST, to the payment of all costs, internal charges, and out-of-pocket expenses (including reasonable attorneys' fees) of the Agent and the Lenders in connection with enforcing the rights of the Lenders under the Loan Documents, pro rata as set forth below;

SECOND, to the payment of all accrued interest payable to the Lenders hereunder, pro rata as set forth below;

THIRD, to the payment of the outstanding principal amount of the Loans, pro rata, as set forth below;

FOURTH, to all other Obligations which shall have become due and payable under the Loan Documents and not repaid pursuant to clauses "FIRST" through "THIRD" above; and

FIFTH, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus, or as a court of competent jurisdiction may direct.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; and (ii) subject to Section 2.24(a)(ii), each of the Lenders shall receive an amount equal to its Pro Rata Share of amounts available to be applied.

Section 8.3. **Preservation of Rights**. The enumeration of the rights and remedies of the Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Borrower, the Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Event of Default. No waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 9.1, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations (other than contingent indemnification obligations) have been paid in full.

ARTICLE IX.

GENERAL PROVISIONS

Section 9.1. **Amendments**.

(a) Amendments. Subject to the provisions of this Section 9.1, neither this Agreement nor any other Loan Document (other than the Fee Letters), nor any provision hereof or thereof, may be waived, amended, supplemented or modified except pursuant to an instrument or instruments in writing entered into by the Borrower and the Required Lenders (or the Agent with the consent in writing of the Required Lenders); provided that no such waiver, amendment or modification shall:

(i) without the consent of all of the Lenders affected thereby:

(A) extend the final maturity of any Loan or forgive all or any portion of the principal amount thereof, or reduce the rate or extend the time of payment of any interest or fee payable hereunder (other than a waiver or rescission of the application of the Default Rate pursuant to Section 2.11 or an acceleration pursuant to Section 8.2(a)(i) or Section 8.2(b)(i));

(B) increase the amount of or extend the expiration date of any Lender's Commitment; or

(C) extend the Maturity Date; or

(ii) without the consent of all of the Lenders:

(A) Amend this Section 9.1 or Section 8.2(d) or 9.7 or Article XI;

(B) Reduce the percentage specified in the definition of Required Lenders or any other percentage of Lenders specified to be the applicable percentage in this Agreement to act on specified matters or amend the definition of "Pro Rata Share"; or

(C) permit the Borrower to assign its rights or obligations under this Agreement.

No amendment of any provision of this Agreement relating to the Agent shall be effective without the written consent of the Agent. The Agent may waive payment of the fee required under Section 12.3(c) without obtaining the consent of any other party to this Agreement. Any Fee Letter may be amended by an agreement entered into by each of the parties to such Fee Letter.

(b) Defaulting Lenders. Anything herein to the contrary notwithstanding, during such period as a Lender is a Defaulting Lender, to the fullest extent permitted by Applicable Law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder and the Commitment and the outstanding Loans or other extensions of credit of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided, that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender.

Section 9.2. **Survival of Representations**. All representations and warranties of the Borrower contained in this Agreement shall survive the making of the Credit Extension on the Closing Date as herein contemplated.

Section 9.3. **Governmental Regulation**. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

Section 9.4. **Headings**. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

Section 9.5. **Entire Agreement**. The Loan Documents embody the entire agreement and understanding among the Borrower, the Agent and the Lenders and supersede all prior agreements and understandings among the Borrower, the Agent and the Lenders relating to the subject matter thereof.

Section 9.6. **Several Obligations; Benefits of this Agreement**. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns; provided, that the parties hereto expressly agree that each Arranger shall enjoy the benefits of the provisions of Sections 9.7, 9.11 and 10.9 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

Section 9.7. **Expenses; Indemnification**.

(a) Costs and Expenses. The Borrower shall reimburse the Agent and the Arrangers for all reasonable out-of-pocket costs and expenses (including the reasonable fees and expenses of Bracewell & Giuliani LLP, counsel to Citi in its capacity as Agent and an Arranger, and no other counsel of any other Lender or Arranger) paid or incurred by the Agent or the

Arrangers in connection with the investigation, preparation, negotiation, documentation, execution, delivery, syndication, distribution (including via the internet), review, amendment, modification and administration of the Loan Documents. The Borrower also agrees to reimburse the Agent, the Syndication Agent, the Co-Documentation Agents, the Arrangers and the Lenders (each such Person being called a "Reimbursed Party" and collectively, the "Reimbursed Parties") for all costs and out-of-pocket expenses (including, without limitation, the reasonable fees and disbursements of counsel, which shall be limited to a single firm of counsel for the Reimbursed Parties, taken as a whole, and, if reasonably necessary, a single firm of local or regulatory counsel in each appropriate jurisdiction and a single firm of special counsel for each relevant specialty, in each case for the Reimbursed Parties, taken as a whole and, solely in the case of an actual or perceived conflict of interest (as reasonably identified by a Reimbursed Party), where the Reimbursed Party affected by such conflict informs the Borrower of such conflict, one additional firm of counsel in each relevant jurisdiction for the affected Reimbursed Parties similarly situated, taken as a whole) paid or incurred by any Reimbursed Party in connection with the enforcement of any of their respective rights and remedies under the Loan Documents.

(b) Indemnification. The Borrower hereby further agrees to indemnify the Agent, the Syndication Agent, the Co-Documentation Agents, each Arranger, each Lender and each of their respective Related Parties (each such Person being called an "Indemnitee") from and against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not such Indemnitee is a party thereto, and all reasonable fees and disbursements of counsel, which shall be limited to a single firm of counsel for all Indemnitees, taken as a whole, and, if reasonably necessary, a single firm of local or regulatory counsel in each appropriate jurisdiction and a single firm of special counsel for each relevant specialty, in each case for all Indemnitees, taken as a whole and, solely in the case of an actual or perceived conflict of interest (as reasonably identified by an Indemnitee) where the Indemnitee affected by such conflict informs the Borrower of such conflict, one additional firm of counsel in each relevant jurisdiction for the affected Indemnitees similarly situated, taken as a whole) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of the Credit Extension hereunder except to the extent such losses, claims, damages, penalties, judgments, liabilities or expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (1) the gross negligence, bad faith or willful misconduct of such Indemnitee, (2) a material breach by such Indemnitee of its obligations under this Agreement or (3) claims of one or more Indemnitees against another Indemnitee (other than claims against the Agent or the Arrangers in their capacities as such) and not involving any act or omission of the Borrower or any of its Related Parties. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 9.7(b) applies, such indemnity will be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, any of its directors, security holders or creditors, an Indemnitee or any other person or an Indemnitee is otherwise a party thereto and whether or not the transactions contemplated by this Agreement are consummated. The obligations of the Borrower under this Section 9.7(b) shall survive the termination of this Agreement. In no event shall this clause (b) operate to expand the obligations of the Borrower under the first sentence of clause (a) above to require the Borrower to reimburse or indemnify the Lenders, the Syndication Agent or the Co-Documentation Agents for any amounts of the type described therein. This Section 9.7(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

Section 9.8. **Numbers of Documents**. All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders, to the extent that the Agent deems necessary.

Section 9.9. **Accounting**. Except as provided to the contrary herein, all accounting terms used in the calculation of any financial covenant or test shall be interpreted and all accounting determinations hereunder in the calculation of any financial covenant or test shall be made in accordance with Agreement Accounting Principles.

Section 9.10. **Severability of Provisions**. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

Section 9.11. **Nonliability; Waiver of Consequential Damages**. The relationship between the Borrower on the one hand and the Lenders and the Agent on the other hand shall be solely that of borrower and lender. None of the Agent, the Arrangers nor the Lenders shall have any fiduciary responsibilities to the Borrower. None of the Agent, the Arrangers nor the Lenders undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. The Borrower agrees that none of the Agent, the Arrangers nor the Lenders shall have liability (whether direct or indirect, in contract, tort or otherwise) to the Borrower or any of its Affiliates or any of their respective security holders or creditors for losses suffered in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of the party from which recovery is sought or (ii) a material breach by the party from which recovery is sought of its obligations under this Agreement. Each party hereto agrees that no other party hereto nor any of its Related Parties shall have any liability to any other party hereto (or its Related Parties) on any theory of liability for any special, indirect, consequential or punitive damages (including without limitation, any loss of profits, business or anticipated savings) in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby; provided that this waiver shall in no way limit the Borrower's indemnification obligations in Section 9.7(b) to the extent of any third-party claim for any of the foregoing, including the Borrower's obligation to indemnify Indemnitees for special, indirect, consequential or punitive damages awarded against an Indemnitee.

Section 9.12. **Confidentiality**. Each of the Agent and the Lenders agrees that any Information (as defined below) delivered or made available to it shall (i) be kept confidential, (ii) be used solely in connection with evaluating, approving, structuring, administering or enforcing

the credit facility contemplated hereby and (iii) not be provided to any other Person; provided that nothing in clauses (i) and (iii) above shall prevent the Agent or any Lender from disclosing such information (a) to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by, or required to be disclosed to, any rating agency, or regulatory or similar authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) in response to any order of any court or other governmental authority having jurisdiction over it or as may otherwise be required pursuant to any requirement of law or as requested by any self-regulatory body (in which case it shall (i) promptly notify the Borrower in advance of disclosure, to the extent permitted by law and to the extent practicable, and (ii) so furnish only that portion of such Information which it is legally required to disclose), (d) if legally compelled to do so in connection with any litigation or similar proceeding (in which case it shall (i) promptly notify the Borrower in advance of disclosure, to the extent permitted by law and to the extent practicable, and (ii) so furnish only that portion of such Information which it is legally required to disclose), (e) to any other party hereto, (f) in connection with the exercise of any remedies under this Agreement or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (g) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (h) with the consent of the Borrower, (i) to Gold Sheets and other similar bank trade publications, such information to consist of deal terms and other information customarily found in such publications, or (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower or its Related Parties and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any) or (k) to governmental regulatory authorities in connection with any regulatory examination of the Agent or any Lender or in accordance with the Agent's or any Lender's regulatory compliance policy if the Agent or such Lender deems necessary for the mitigation of claims by those authorities against the Agent or such Lender or any of its subsidiaries or affiliates. For purposes of this Section, "Information" means all information received from the Borrower or any of its Related Parties relating to the Borrower or any Affiliate thereof or any of their respective businesses, assets, properties, operations, products, results or condition (financial or otherwise) other than (i) any such information that is received by the Agent or any Lender from a source other than the Borrower and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any), (ii) information that is publicly available other than as a result of the breach of a duty of confidentiality by such Person or its Related Parties or by another Person known by any of the foregoing to be subject to such a duty of confidentiality, (iii) information already known to or, other than information described in clause (i) above, in the possession of the Agent

or any Lender prior to its disclosure by the Borrower, or (iv) information that is independently developed, discovered or arrived at by the Agent or any Lender. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Section 9.13. **Lenders Not Utilizing Plan Assets**. Each Lender represents and warrants that none of the consideration used by such Lender to make its Loans constitutes for any purpose of ERISA or Section 4975 of the Code assets of any "plan" as defined in Section 3(3) of ERISA or Section 4975 of the Code and the rights and interests of such Lender in and under the Loan Documents shall not constitute such "plan assets" under ERISA.

Section 9.14. **Nonreliance**. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) for the repayment of the Credit Extension provided for herein.

Section 9.15. **Disclosure**. The Borrower and each Lender hereby acknowledge and agree that Citibank and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrower and its Affiliates.

Section 9.16. **USA Patriot Act**. The Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

Section 9.17. **Excluded Subsidiaries**. The Borrower shall have the right, at any time with prior written notice to the Agent, to (i) designate any Subsidiary as an Excluded Subsidiary in accordance with the requirements of such definition or (ii) remove any Subsidiary from being an Excluded Subsidiary; provided that with respect to any Subsidiary, after the second designation of such Subsidiary as a Non-Excluded Subsidiary from an Excluded Subsidiary, such Subsidiary may not be re-designated as an Excluded Subsidiary at a later date.

Section 9.18. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

Section 9.19. **Removal of Lender**. Notwithstanding anything herein or in any other Loan Document to the contrary, the Borrower may, at any time in its sole discretion, remove any Lender upon 15 Business Days' written notice to such Lender and the Agent (the contents of which notice shall be promptly communicated by the Agent to the Lenders), such removal to be effective at the expiration of such 15-day notice period; provided, however, that no Lender may be removed hereunder at a time when an Event of Default shall have occurred and be continuing.

Each notice by the Borrower under this Section 9.19 shall constitute a representation by the Borrower that the removal described in such notice is permitted under this Section 9.19. Concurrently with such removal and as a condition thereof, the Borrower shall pay to such removed Lender (or, if such Lender is a Defaulting Lender, to Agent) all amounts owing to such Lender hereunder (including any amounts arising under Section 3.4 as a consequence of such removal) and under any other Loan Document in immediately available funds. Upon full and final payment hereunder of all amounts owing to such removed Lender, such Lender shall make appropriate entries in its accounts evidencing payment of all Loans hereunder and releasing the Borrower from all obligations owing to the removed Lender in respect of the Loans hereunder and surrender to the Agent for return to the Borrower any Notes of the Borrower then held by it. Effective immediately upon such full and final payment, such removed Lender will not be considered to be a "Lender" for purposes of this Agreement, except for the purposes of any provision hereof that by its terms survives the termination of this Agreement and the payment of the amounts payable hereunder. Effective immediately upon such removal, the Commitment of such removed Lender shall immediately terminate. Such removal will not, however, affect the Commitments of any other Lenders hereunder.

Section 9.20. **Notices**.

(a) Notices. Except as otherwise permitted by Section 2.14, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (x) in the case of the Borrower, the Lenders or the Agent, at its address or facsimile number set forth on the signature pages hereof or, (y) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Agent and the Borrower in accordance with the provisions of this Section 9.20. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that, subject to Section 2.14, notices to the Agent under Article II shall not be effective until received.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Section 2.16 if such Lender has notified the Agent that it is incapable of receiving notices under such Section by electronic communication. The Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Change of Address. The Borrower, the Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE X.

THE AGENT

Section 10.1. **Appointment and Authority**. Each of the Lenders hereby irrevocably designates and appoints Citibank to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent and the Lenders, and neither the Borrower nor any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

Section 10.2. **Rights as a Lender**. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

Section 10.3. **Exculpatory Provisions**. The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity**.**

The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.1) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction by a final and nonappealable judgment. The Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Agent in writing by the Borrower or a Lender.

The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

Section 10.4. **Reliance by the Agent**. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) reasonably believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless the Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 10.5. **Delegation of Duties**. The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents selected and appointed by the Agent. The Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facility evidenced hereby as

well as activities as Agent. The Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

Section 10.6. **Resignation of Agent**.

(a) The Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower (and so long as no Event of Default shall have occurred and be continuing, subject to the approval of the Borrower, such approval not to be unreasonably withheld or delayed), to appoint a successor from among the Lenders, which shall be a bank with an office in the United States having capital and retained earnings of at least $100,000,000, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above; provided that if the Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph (with the approval of the Borrower to the extent required above). Whether or not a successor has been appointed, such resignation of the retiring Agent shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) except for any indemnity payments owed to the retiring Agent, all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or retired Agent (other than any rights to indemnity payments owed to the retiring Agent), and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article X and Section 9.7 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.6, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

Section 10.7. **Non-Reliance on Agent and Other Lenders**. Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 10.8. **No Other Duties, etc**. Anything herein to the contrary notwithstanding, none of the Syndication Agent, the Co-Documentation Agents, or the Arrangers listed on the cover page or signature pages hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Agent or a Lender hereunder.

Section 10.9. **Agent, Arrangers and Co-Documentation Agent Fees**. The Borrower agrees to pay to the Agent, each Arranger and each Co-Documentation Agent, for their respective accounts, the fees agreed to by the Borrower pursuant to the applicable Fee Letters.

Section 10.10. **Agent's Reimbursement and Indemnification**. The Lenders agree to reimburse and indemnify the Agent, the Syndication Agent, the Arrangers and the Co-Documentation Agents ratably in proportion to the Lenders' Pro Rata Shares of the Aggregate Commitment (or, if the Aggregate Commitment has been terminated, of the Outstanding Credit Exposure) for any amounts not reimbursed by the Borrower (a) for which the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent is entitled to reimbursement by the Borrower under the Loan Documents, (b) for any other expenses incurred by the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents and (b) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including for any such amounts incurred by or asserted against the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent in connection with any dispute between the Agent, the Syndication Agent, any Arranger any Co-Documentation Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents (collectively, the "Indemnified Costs"); provided that (i) no Lender shall be liable for any portion of the Indemnified Costs that are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of the party seeking indemnification and (ii) any indemnification required pursuant to Section 3.4 shall, notwithstanding the provisions of this Section 10.9, be paid by the relevant Lender in accordance with the provisions thereof. The failure of any Lender to reimburse the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent, as the case may be, promptly upon demand for its Pro Rata Share of any

amount required to be paid by the Lenders as provided herein shall not relieve any other Lender of its obligation hereunder to reimburse the Agent, the Syndication Agent, any Arranger or any Co-Documentation Agent, as the case may be, for its Pro Rata Share of such amount, but no Lender shall be responsible for the failure of any other Lender to reimburse such Agent, Syndication Agent, Arranger or Co-Documentation Agent, as the case may be, for such other Lender's Pro Rata Share of such amount. The obligations of the Lenders under this Section 10.9 shall survive payment of the Obligations and termination of this Agreement.

Section 10.11. **Agent May File Proofs of Claim**. In case of the pendency of any proceeding under any Debtor Relief Law, the Lenders hereby agree that the Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise for and on behalf of the Lenders:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agent and their respective agents and counsel and all other amounts due the Lenders and the Agent under Section 9.7) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Agent and, in the event that the Agent shall consent to the making of such payments directly to the Lenders, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent under Section 9.7.

Section 10.12. **Trust Indenture Act**. In the event that Citibank or any of its Affiliates shall be or become an indenture trustee under the Trust Indenture Act of 1939 (as amended, the "Trust Indenture Act") in respect of any securities issued or guaranteed by the Borrower or any of its Subsidiaries, the parties hereto acknowledge and agree that any payment or property received in satisfaction of or in respect of any Obligation of the Borrower or any of its Subsidiaries hereunder or under any other Loan Document by or on behalf of Citibank in its capacity as the Agent for the benefit of any Lender under any Loan Document (other than Citibank or an Affiliate of Citibank) and which is applied in accordance with the Loan Documents shall be deemed to be exempt from the requirements of Section 311 of the Trust Indenture Act pursuant to Section 311(b)(3) of the Trust Indenture Act.

ARTICLE XI.

SETOFF; RATABLE PAYMENTS

Section 11.1. **Setoff**. In addition to, and without limitation of, any rights of the Lenders under Applicable Law, from and after the date that the Obligations have been accelerated pursuant to Section 8.2(a) or Section 8.2(b) (and for so long as such acceleration has not been rescinded by the Required Lenders), each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set-off and apply any and all deposits (including all account balances, whether general or special, time or demand, provisional or final and whether or not collected or available) at any time held, and any other Indebtedness or obligations (in whatever currency) at any time held or owing, by such Lender or any such Affiliate, to or for the credit or account of the Borrower against any and all of the Obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender or its Affiliates, irrespective of whether or not such Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided that in the event that any Defaulting Lender exercises any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 2.24 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender and its Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or its Affiliates may have. Each Lender agrees to notify the Borrower and the Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 11.2. **Ratable Payments**. If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Outstanding Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Outstanding Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII.

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

Section 12.1. **Successors and Assigns**. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower, the Agent and the Lenders and their respective successors and assigns permitted hereby, except that (a) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents without the prior written consent of each Lender, (b) any assignment by any Lender must be made in compliance with Section 12.3, and (c) any transfer by participation must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.3(c). The parties to this Agreement acknowledge that clause (b) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat each Lender which made the Credit Extension hereunder or which holds any Note as the owner thereof for all purposes hereof unless and until such Lender complies with Section 12.3; provided that the Agent may in its discretion (but shall not be required to) follow instructions from the Lender which made the Credit Extension hereunder or which holds any Note to direct payments relating to such Credit Extension or Note to another Person. Any assignee of the rights to the Credit Extension or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Lender, who at the time of making such request or giving such authority or consent is the owner of the rights to the Credit Extension (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Credit Extension.

Section 12.2. **Participations**.

(a) Permitted Participants; Effect. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Agent, sell participations to any Person (other than a natural Person, the Borrower or any of the Borrower's Affiliates or Subsidiaries or, unless an Event of Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products; provided that this clause (y) shall not apply to any financial institution solely as a result of such Person trading in commodity products) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement and the other Loan Documents, if any, shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents and all amounts

payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interest and (iv) the Borrower, the Agent and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.10 with respect to any payments made by such Lender to its Participant(s).

(b) Voting Rights. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of this Agreement other than any amendment, modification or waiver with respect to the Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders or all of the affected Lenders pursuant to the terms of Section 9.1.

(c) Benefit of Certain Provisions. The Borrower further agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 (subject to the requirements and limitations therein, including the requirements under Section 3.5(g) (it being understood that the documentation required under Section 3.5(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3; provided that such Participant (i) agrees to be subject to the provisions of Sections 2.19 and 3.7 as if it were an assignee under Section 12.3; and (ii) shall not be entitled to receive any greater payment under Section 3.1 or 3.5, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use commercially reasonable efforts to require such Participant comply with the provisions of Sections 2.19 and 3.7 as if it were a Lender and to cooperate with the Borrower in enforcing such provisions against such Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.1 as though it were a Lender; provided that such Participant agrees to be subject to Section 11.2 as though it were a Lender.

(d) Participant Register. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

Section 12.3. **Assignments**.

(a) Permitted Assignments. Any Lender may at any time assign to one or more Eligible Assignees (such an assignee, a "Purchaser") all or any part of its rights and obligations under the Loan Documents. The parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption Agreement. Each such assignment with respect to an Eligible Assignee which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Outstanding Credit Exposure of the assigning Lender or (unless each of the Borrower and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or Outstanding Credit Exposure (if the Commitment has been terminated) subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the assignment. Each partial assignment made by a Lender shall be made as an assignment of a proportionate part of all of such Lender's rights and obligations under this Agreement with respect to the Loans and Commitments assigned.

(b) Consents. The consent of the Agent (such consent not to be unreasonably withheld or delayed) shall be required prior to an assignment becoming effective; provided that the consent of the Agent shall not be required for any assignment to a Person that is a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender. The consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required prior to an assignment becoming effective unless (i) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (ii) an Event of Default has occurred and is continuing; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Agent within fifteen (15) days after having received notice thereof. Any consent required under this Section 12.3(b) shall not be unreasonably withheld or delayed.

(c) Effect; Effective Date. Subject to acceptance and recording of the assignment by the Agent pursuant to Section 12.3(d), upon (i) delivery to the Agent of an Assignment and Assumption Agreement pursuant to Section 12.3(a), together with any consents required by Section 12.3(b), (ii) payment by the parties to the Assignment and Assumption Agreement (other than the Borrower) of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent) and (iii) delivery to the Borrower and the Agent of the documents required by Section 3.5, such Assignment and Assumption Agreement shall become effective on the effective date specified in such Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the Commitment and Outstanding Credit Exposure under the applicable assignment agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any

other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Outstanding Credit Exposure assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that no assignment by a Defaulting Lender will constitute or effect a waiver or release of any claim of any party arising from such Lender being a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3(c), the transferor Lender, the Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrower of the Notes (if any) held by the transferor Lender, new Notes or, as appropriate, replacement Notes are issued to such transferor Lender, if applicable, and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments (or if the Aggregate Commitment has been terminated, their respective Outstanding Credit Exposure), as adjusted pursuant to such assignment.

(d) Register. The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and the Borrower hereby designates the Agent to act in such capacity), shall maintain at one of its offices in the United States a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(e) No Assignment to Certain Persons. No such assignment shall be made to (i) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (ii) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (ii) or (iii) unless an Event of Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products; provided that this clause (y) shall not apply to any financial institution solely as a result of such Person trading in commodity products.

(f) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

(g) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent and each Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder becomes effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Section 12.4. **Dissemination of Information**. The Borrower authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrower and its Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.12.

Section 12.5. **Tax Certifications**. If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5.

Section 12.6. **No Liability of General Partner**. It is hereby understood and agreed that the General Partner shall have no personal liability, as general partner or otherwise, for the payment of any amount owing or to be owing hereunder or under the other Loan Documents. The Agent and the Lenders agree for themselves and their respective successors and assigns that no claim arising against the Borrower or the Guarantor under any Loan Document with respect to the Obligations shall be asserted against the General Partner (in its individual capacity).

ARTICLE XIII.

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

Section 13.1. **CHOICE OF LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH THEREIN, THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Section 13.2. **CONSENT TO JURISDICTION. THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE BORROWER AGAINST THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.**

Section 13.3. **WAIVER OF JURY TRIAL. THE BORROWER, THE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower, the Lenders and the Agent have executed this Agreement as of the date first above written.

BORROWER:

CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC, its General Partner

By: /s/ Gary Whitlock
Name: Gary Whitlock
Title: Acting Chief Financial Officer

Address:

CenterPoint Energy Field Services LP

c/o CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680

and

c/o OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: 405.553.3760

AGENT AND THE LENDERS:

CITIBANK, N.A., as Agent and as a Lender

By: /s/ Maureen Maroney
Name: Maureen Maroney
Title: Vice President

Address:
Citi Global Loan Services
1615 Brett Road
New Castle, Delaware 19720

Attention: Thomas Schmitt
Phone: (302) 894-6088
Facsimile: (212) 994-0961
Email: global.loans.support@citi.com
(CC: Thomas.schmitt@citi.com)

Compliance Certificates: oploanswebadmin@citi.com

With a copy to :

Address:
Citigroup
388 Greenwich Street, 34th Floor
New York, NY 10013

Attention: Amit Vasani
Phone: 212-816-4166
Facsimile: 646-291-1685
Email: amit.vasani@citi.com

UBS LOAN FINANCE LLC, as Lender

By: /s/ Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

By: /s/ James Morgan
Name: James Morgan
Title: Executive Director

Address:
677 Washington Boulevard
Stamford, CT 06901

Attention: Banking Products Services
Facsimile: (203) 719-4176

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Bridget Killackey
Name: Bridget Killackey
Title: Vice President

By: _____
Name:
Title:

Address:

Attention:
Phone:
Facsimile:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Leanne S. Phillips
Name: Leanne S. Phillips
Title: Director

By: _____
Name:
Title:

Address: 1000 Louisiana St. 10th Floor
MAC T10002-107
Houston, TX 77002

Attention: Laura Bowen
Phone: 713-319-1805
Facsimile: 713-651-8101

BANK OF AMERICA, N.A. as a Lender

By: /s/ William A. Merritt, III
Name: William A. Merritt, III
Title: Vice President

By: _____
Name:
Title:

Address: NC1-007-17-18
100 N. Tryon St.
Charlotte, NC 28202

Attention: William A. Merritt, III
Phone: 980-386-9762
Facsimile: 980-683-6339

BARCLAYS BANK PLC, as a Lender

By: /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

Address: 745 Seventh Avenue
New York, NY 10019

Attention: May Huang
Phone: 212 526-07878
Facsimile: 212 526-5115

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Lender

By: /s/ Mark Oberreuter
Name: Mark Oberreuter
Title: Vice President

Address:
1100 Louisiana St; Suite 4850
Houston, Texas 77002

Attention: Mark Oberreuter
Phone: 713-655-3879
Facsimile: 713-658-0116

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Christopher Reo Day
Name: Christopher Reo Day
Title: Authorized Signatory

By: /s/ Tyler R. Smith
Name: Tyler R. Smith
Title: Authorized Signatory

Address: Eleven Madison Avenue
New York, NY 10010

Attention: Christopher Day
Phone: (212) 325-2841
Facsimile: (212) 322-3124

DEUTSCHE BANK AG NEW YORK BRANCH,
as a Lender

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Vice President

Address: 60 Wall St New York, New York 10005

Attention: Ming K. Chu
Phone: 212-250-5451
Facsimile: 212-797-4420

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

Address: 200 West Street
New York, NY 10282

Attention: Michelle Latzoni
Phone: (212)934-3921

MIZUHO CORPORATE BANK, LTD., as a Lender

By: /s/ Leon Mo
Name: Leon Mo
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Kelly Chin
Name: Kelly Chin
Title: Authorized Signatory

Address:
One Utah Center
201 South Main St, 5th Fl
Salt Lake City, UT 84111

Attention: Kelly Chin
Phone: 212-761-7319
Facsimile: 646-290-2831

ROYAL BANK OF CANADA, as a Lender

By: /s/ Frank Lambrinos
Name: Frank Lambrinos
Title: Authorized Signatory

Address:
Loans Administration
Three World Financial Center
5th Floor
New York, NY 10281

Attention: Loans Administration
Phone: (212) 428-6322
Facsimile: (212) 428-2372

THE ROYAL BANK OF SCOTLAND FINANCE (IRELAND),
as a Lender

By: /s/ L.O'Connell
Name: L.O'Connell
Title: Director

By: /s/ B.Murray
Name: B.Murray
Title: Director

Address: Third Floor
Ulster Bank Group Centre
George's Quay
Dublin 2
Republic of Ireland

Attention: Len O'Connell / Conor Burton
Phone: + 353 1 609 3754
Facsimile: +353 1 643 1672

SUNTRUST BANK, as a Lender

By: /s/ Andrew Johnson
Name: Andrew Johnson
Title: Director

By: _____
Name:
Title:

Address: 3333 Peachtree Rd NE, 8th Floor
Atlanta, GA 30326

Attention: Andrew Johnson
Phone: 404-439-7451
Facsimile: 404-439-7470

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ James O'Shaughnessy
Name: James O'Shaughnessy
Title: Vice President

Address:
461 Fifth Avenue
New York, NY 10017

Attention: James O'Shaughnessy
Phone: (917) 326-3924
Facsimile: (347) 453-3831

COMPASS BANK, as a Lender

By: /s/ Ian Payne
Name: Ian Payne
Title: Vice President

Address: 2200 Post Oak Blvd. 21st Floor, Houston, TX 77056

Attention: Ian Payne
Phone: 713.499.7043
Facsimile: 713.499.8722

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ John Berry
Name: John Berry
Title: Vice President

Address: 249 Fifth Avenue
One PNC Plaza
Pittsburgh, PA 15222-2707

Attention: M. Colin Warman
Phone: 412-768-9482
Facsimile: 412-762-6484

THE BANK OF NEW YORK MELLON, as a Lender

By: /s/ Hussam S. Alsahlani
Name: Hussam S. Alsahlani
Title: Vice President

Address: One BNY Mellon Center
500 Grant Street, Rm 3600
Pittsburgh, PA 15258

Attention: Sam Alsahlani
Phone: 412-234-5624
Facsimile: 412-236-6112

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Keven D. Smith
Name: Keven D. Smith
Title: Senior Vice President

Address: 4900 Tiedeman Road
Brooklyn, OH 444144

Attention: Yvette Dyson-Owens
Phone: 216-813-4813
Facsimile: 216-370-6119

THE NORTHERN TRUST COMPANY, as a Lender

By: /s/ Keith Burson
Name: Keith Burson
Title: Vice President

Address: 50 South La Salle Street
Chicago, Illinois 60603

Attention: Keith Burson
Phone: 312-444-3099
Facsimile: 312-557-1425

BOKF, NA DBA BANK OF OKLAHOMA, as a Lender

By: /s/ Laura Christofferson
Name: Laura Christofferson
Title: Senior Vice President

Address: 201 Robert S. Kerr Ave
Oklahoma City, OK 73102

Attention: Laura Christofferson
Phone: 405-272-2327
Facsimile: 405-272-2588

UMB BANK, NA, as a Lender

By: /s/ Mary Wolf
Name: Mary Wolf
Title: Senior Vice President

By: _____
Name:
Title:

Address: UMB Bank, N.A.
204 N. Robinson Ave Suite 201
Oklahoma City, OK 73102

Attention: Mary Wolf
Phone: 405 840 6151
Facsimile: 405 840 5574

COMMITMENT SCHEDULE

LENDER	COMMITMENT
Citibank, N.A.	$ 56,571,428.00
UBS Loan Finance LLC	$ 56,571,429.00
JPMorgan Chase Bank, N.A.	$ 56,571,429.00
Wells Fargo Bank, National Association	$ 56,571,429.00
Bank of America, N.A.	$ 54,000,000.00
Barclays Bank PLC	$ 54,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	$ 54,000,000.00
Credit Suisse AG, Cayman Islands Branch	$ 54,000,000.00
Deutsche Bank AG New York Branch	$ 54,000,000.00
Goldman Sachs Bank USA	$ 54,000,000.00
Mizuho Corporate Bank, Ltd.	$ 54,000,000.00
Morgan Stanley Bank, N.A.	$ 54,000,000.00
Royal Bank of Canada	$ 54,000,000.00
The Royal Bank of Scotland Finance (Ireland)	$ 54,000,000.00
SunTrust Bank	$ 54,000,000.00
U.S. Bank National Association	$ 54,000,000.00
Compass Bank	$ 42,857,143.00
PNC Bank, National Association	$ 42,857,143.00
The Bank of New York Mellon	$ 21,428,571.00
KeyBank National Association	$ 21,428,571.00
The Northern Trust Company	$ 21,428,571.00
BOKF, NA dba Bank of Oklahoma	$ 12,857,143.00
UMB Bank, NA	$ 12,857,143.00
AGGREGATE COMMITMENT	**$1,050,000,000.00**

PRICING SCHEDULE

Leverage-Based Pricing Grid:

APPLICABLE MARGIN	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Eurodollar Rate	1.75%	2.00%	2.25%	2.75%	3.00%
Base Rate	0.75%	1.00%	1.25%	1.75%	2.00%

Ratings-Based Pricing Grid:

APPLICABLE MARGIN	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Eurodollar Rate	1.25%	1.375%	1.625%	1.75%	2.00%
Base Rate	0.25%	0.375%	0.625%	0.75%	1.00%

"Designated Rating" means, with respect to S&P, Moody's and Fitch (collectively, the "Rating Agencies" and each a "Rating Agency"), (i) the rating assigned by such Rating Agency to the 2013 Revolving Credit Facility at any time such a rating is in effect, (ii) if and only if such Rating Agency does not have in effect a rating described in the preceding clause (i), the rating assigned by such Rating Agency to the Loans at any time such a rating is in effect, (iii) if and only if such Rating Agency does not have in effect a rating described in the preceding clauses (i) or (ii), the Borrower's long-term senior unsecured non-credit enhanced debt rating, or (iv) if and only if such Rating Agency does not have in effect a rating described in the preceding clauses (i), (ii) or (iii), the Borrower's "company" or "corporate credit" rating (or its equivalent) assigned by such Rating Agency.

"Fitch Rating" means, at any time, the Designated Rating issued by Fitch and then in effect.

"Level I Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, the Borrower's Consolidated Leverage Ratio is less than 2.5:1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, the Borrower has the following Designated Ratings: a Moody's Rating of Baa1 or better, a Fitch Rating of BBB+ or better and an S&P Rating of BBB+ or better, subject to the last paragraph of this Pricing Schedule.

"Level II Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 2.5:1.0 but less than 3.0 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Baa2 or better, a Fitch Rating of BBB or better and an S&P Rating of BBB or better, subject to the last paragraph of this Pricing Schedule.

"Level III Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 3.0:1.0 but less than 3.5 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Baa3 or better, a Fitch Rating of BBB- or better and an S&P Rating of BBB- or better, subject to the last paragraph of this Pricing Schedule.

"Level IV Status" exists at any date if, (a) with respect to the Leverage-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Borrower's Consolidated Leverage Ratio is greater than or equal to 3.5:1.0 but less than 4.0 to 1.0 and (b) with respect to the Ratings-Based Pricing Grid, on such date, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Borrower has the following Designated Ratings: a Moody's Rating of Ba1 or better, a Fitch Rating of BB+ or better and an S&P Rating of BB+ or better, subject to the last paragraph of this Pricing Schedule.

"Level V Status" exists at any date if, with respect to the Leverage-Based Pricing Grid and the Ratings-Based Pricing Grid, on such date, the Borrower has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status.

"Moody's Rating" means, at any time, the Designated Rating issued by Moody's and then in effect.

"S&P Rating" means, at any time, the Designated Rating issued by S&P, and then in effect.

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status.

The Applicable Margin shall be determined in accordance with the foregoing table based on the Borrower's Status as determined from its then-current Moody's Rating, Fitch Rating and S&P Rating. The credit rating in effect on any date for the purposes of this Pricing Schedule is that in effect at the close of business on such date. The Borrower shall at all times maintain a Designated Rating from at least one of Moody's, Fitch and S&P. If at any time the Borrower does not have a Designated Rating from any of Moody's, Fitch or S&P, Level V Status shall exist.

Notwithstanding the foregoing, (i) if the Designated Ratings are split and all three ratings fall in different levels, the Applicable Margin shall be based upon the level indicated by the middle rating; (ii) if the Designated Ratings are split and two of the ratings fall in the same level (the "Majority Level") and the third rating is in a different level, the Applicable Margin shall be based

upon the Majority Level; (iii) if only two of the three Rating Agencies issue a Designated Rating, the higher of such ratings shall apply, provided that if the higher rating is two or more levels above the lower rating, the rating next below the higher of the two shall apply; (iv) if only one of the three Rating Agencies issues a Designated Rating, such rating shall apply; and (v) if the Designated Rating established by S&P, Moody's or Fitch shall be changed (other than as a result of a change in the rating system of S&P, Moody's or Fitch), such change shall be effective as of the date on which it is first announced by the applicable Rating Agency. If the rating system of S&P, Moody's or Fitch shall change, or if any of S&P, Moody's or Fitch shall cease to be in the business of rating corporate debt obligations, the Borrower and the Agent shall negotiate in good faith if necessary to amend this provision to reflect such changed rating system or the unavailability of Designated Ratings from such Rating Agencies and, pending the effectiveness of any such amendment, the Applicable Margin for Eurodollar Rate Advances and the Applicable Margin for Base Rate Advances shall be determined by reference to the Designated Rating of such Rating Agency most recently in effect prior to such change or cessation.

Exhibit 10.3

TERM LOAN AGREEMENT

DATED AS OF AUGUST 2, 2012

BY AND AMONG

ENOGEX LLC,

THE LENDERS

AND

JPMORGAN CHASE BANK, N.A.
AS ADMINISTRATIVE AGENT

WELLS FARGO BANK, NATIONAL ASSOCIATION
AS DOCUMENTATION AGENT

AND

UNION BANK, N.A. AND U.S. BANK NATIONAL ASSOCIATION
AS CO-SYNDICATION AGENTS

J.P. MORGAN SECURITIES LLC
AS SOLE LEAD ARRANGER AND SOLE BOOKRUNNER

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TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT, dated as of August 2, 2012, is by and among ENOGEX LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party hereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as Agent for the Lenders, WELLS FARGO BANK, NATIONAL ASSOCIATION, as Documentation Agent, and UNION BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION, as Co-Syndication Agents.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower has requested, and, subject to the terms and conditions hereof, the Agent and the Lenders have agreed, to extend certain term loans to the Borrower on the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, such parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Defined Terms. As used in this Agreement:

"2008 Credit Agreement" means that certain Credit Agreement dated as of April 1, 2008 by and among the Borrower, the lenders party thereto and Wells Fargo Bank, National Association, as agent.

"2011 Credit Agreement" means that certain Credit Agreement dated as of December 13, 2011 by and among the Borrower, the lenders party thereto and Wells Fargo Bank, National Association, as agent.

"Accounting Changes" is defined in the term "GAAP".

"Act" means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

"Advance" means a borrowing hereunder, (i) made in an aggregate amount equal to the Aggregate Commitment on the Closing Date by all of the Lenders, or (ii) converted or continued by the Lenders on the same date of conversion or continuation, consisting, in either case, of the aggregate amount of the several Loans of the same Type and, in the case of Eurodollar Loans, for the same Interest Period.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise; provided that no Person shall be deemed to be an Affiliate of the Borrower or any of its Subsidiaries solely as a result of such Person being an Affiliate of ArcLight Capital Partners, LLC or any of its Affiliates.

"Agent" means JPMCB in its capacity as contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to Article X.

"Aggregate Commitment" means the aggregate of the Commitments of all the Lenders. The Aggregate Commitment is Two Hundred Fifty Million and 00/100 Dollars ($250,000,000); it being acknowledged and agreed that the Aggregate Commitment shall be deemed satisfied and terminated immediately after the funding of the Advance in the amount thereof as set forth in Section 2.1 and clause (i) of the definition of "Advance."

"Aggregate Outstanding Credit Exposure" means, at any time, the aggregate of the Outstanding Credit Exposure of all the Lenders.

"Agreement" means this Term Loan Agreement.

"Agreement Accounting Principles" means GAAP applied in a manner consistent with that used in preparing the financial statements referred to in Section 5.4, as may be modified in connection with any Accounting Changes.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the LIBOR Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the LIBOR Rate for any day shall be based on the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the LIBOR Rate, respectively.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of Governmental Authorities.

"Applicable Margin" means, with respect to Advances of any Type at any time, the percentage rate per annum which is applicable at such time with respect to Advances of such Type as set forth in the Pricing Schedule.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Arranger" means J.P. Morgan Securities LLC, and its successors, in its capacity as Sole Lead Arranger and Sole Bookrunner.

"Assignment and Assumption Agreement" means an assignment agreement in the form of Exhibit B.

"Authorized Officer" means any of the president, chief financial officer, treasurer, an assistant treasurer or the controller of the Borrower or such other representative of the Borrower as may be designated by any one of the foregoing with the consent of the Agent.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" has the meaning assigned thereto in the introductory paragraph hereto.

"Borrowing Notice" is defined in Section 2.8.

"Business Day" means (a) for all purposes other than as set forth in clause (b) below, any day other than a Saturday, Sunday or legal holiday on which banks in New York, New York, are open for the conduct of their commercial banking business, and (b) with respect to all notices and determinations in connection with, and payments of principal and interest on, any Eurodollar Loan, or for purposes of determining the interest rate for any Floating Rate Loan as to which the interest rate is determined by reference to the Eurodollar Base Rate, any day that is a Business Day described in clause (a) and that is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"Capital Stock" means (a) in the case of a corporation, all classes of capital stock of such corporation, (b) in the case of a partnership, partnership interests (whether general or limited), (c) in the case of a limited liability company, membership interests and (d) any other interest or participation that confers on a Person similar rights with respect to the issuing Person.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with Agreement Accounting Principles.

"Change in Control" means OGE and its Affiliates shall cease to own, directly or indirectly, at least 50% of the outstanding Voting Stock of the Borrower in the aggregate. It is hereby acknowledged and agreed that the consummation of an IPO shall not be deemed to result in a "Change in Control" hereunder.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or any applicable foreign regulatory authority, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued and shall be referred to herein as a "Specified Change".

"Closing Date" means August 2, 2012.

"Co-Syndication Agent" means each of Union Bank, N.A. and U.S. Bank National Association, in its capacity as a Co-Syndication Agent hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time, and any rule or regulation issued thereunder.

"Commercial Operation Date" means the date on which a Qualified Project is substantially complete and commercially operable.

"Commitment" means, for each Lender, such Lender's obligation to make Loans to the Borrower on the Closing Date in aggregate amount not exceeding the amount set forth on the Commitment Schedule opposite such Lender's name, as modified from time to time pursuant to the terms hereof; it being acknowledged that each such Commitment shall be deemed fully satisfied and terminated by the funding of the Advance in the amount thereof on the Closing Date as set forth in Section 2.1 and in clause (i) of the definition of "Advance."

"Commitment Schedule" means the Schedule identifying each Lender's Commitment as of the Closing Date attached hereto and identified as such.

"Consolidated EBITDA" means, as of any date of determination for the four consecutive fiscal quarter period ending on such date, without duplication, with respect to the Borrower and its consolidated Subsidiaries (a) Consolidated Net Income for such period plus (b) without duplication, the sum of the following to the extent deducted in calculating Consolidated Net Income for such period: (i) Consolidated Interest Expense for such period, (ii) tax expense (including any federal, state, local and foreign income and similar taxes) of the Borrower and its Subsidiaries for such period, (iii) depreciation and amortization expense of the Borrower and its Subsidiaries for such period, (iv) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Indebtedness hereunder) of the Borrower and its Subsidiaries for such period, (v) amortization of intangibles and organization costs of the Borrower and its Subsidiaries for such period, (vi) any non-recurring non-cash expenses or losses of the Borrower and its Subsidiaries, including, in any event, non-cash asset write-downs and unrealized losses in connection with Swap Agreements, for such period, (vii) Transaction Costs incurred by the Borrower and its Subsidiaries during such period in an aggregate amount (during all such periods) not to exceed $50,000,000 and (viii) any non-recurring cash losses during such period minus (c) the sum of the following (i) any non-recurring cash or non-recurring non-cash gains during such period and (ii) any unrealized gains in connection with Swap Agreements for such period. Additionally, for purposes of calculating Consolidated EBITDA for any period, if during such period the Borrower or any Subsidiary acquired (or sold) any Person (or any interest in any Person) or all or substantially all of the assets of any Person or a division, line of business or other business unit of another Person, the Consolidated EBITDA attributable to such assets or an amount equal to the percentage of ownership of the Borrower or such Subsidiary, as the case may be, in such Person times the Consolidated EBITDA of such Person for such period determined on a pro forma basis shall be included (or excluded, as applicable) as Consolidated EBITDA for such period as if such acquisition (or sale) occurred on the first day of such period. Further, in connection with any Qualified Project, Consolidated EBITDA, as used in determining the Consolidated Leverage Ratio, may be modified so as to include Qualified Material Project EBITDA Adjustments as provided in Section 6.14.2. Notwithstanding the foregoing, it is agreed that Consolidated EBITDA shall not include Excluded EBITDA.

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Borrower and its Subsidiaries on a consolidated basis, the sum of the following (without duplication): (a) all Indebtedness, including Capitalized Lease Obligations and Off Balance Sheet Indebtedness, which is classified as "long-term indebtedness" on the consolidated balance sheet of the Borrower and its Subsidiaries prepared as of such date in accordance with GAAP and any current maturities and other principal amount in respect of such Indebtedness due within one year but which was classified as "long-

term indebtedness" at the creation thereof, including, but not limited to, any applicable Consolidated Hedging Exposure; it being understood that Consolidated Hedging Exposure cannot be negative for the purposes of determining Consolidated Funded Indebtedness, (b) Indebtedness for borrowed money of the Borrower and its Subsidiaries outstanding under a revolving credit (including the 2011 Credit Agreement) or similar agreement, notwithstanding the fact that any such borrowing is made within one year of the expiration of such agreement, (c) all drawn and owing reimbursement obligations outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) without duplication, all guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (c) above of Persons other than the Borrower or any Subsidiary and (e) all Indebtedness of the types referred to in clauses (a) through (c) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Borrower or a Subsidiary is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to the Borrower or such Subsidiary. Notwithstanding the foregoing, it is agreed that (i) "Consolidated Funded Indebtedness" shall not include the obligations of the Borrower or its Subsidiaries under any Hybrid Equity Securities, Mandatorily Convertible Securities or Equity Preferred Securities but only to the extent the aggregate amount of such Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities are less than or equal to 20% of total consolidated capitalization of the Borrower and its Subsidiaries, as determined in accordance with GAAP (and then only to the extent in excess of such amount), (ii) if requested by the Borrower, "Consolidated Funded Indebtedness" may be reduced dollar for dollar by cash on the balance sheet that was received from a permitted sale hereunder if the Borrower has already identified a future permitted acquisition but such exclusion shall only be effective for the fiscal quarter end in which such proceeds were received; provided that the Borrower shall provide such information regarding the sales proceeds and the future acquisition as reasonably requested by the Agent, (iii) for the purpose of determining "Consolidated Funded Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been deposited with the proper depositary in trust and (iv) Consolidated Funded Indebtedness shall not include Non-Recourse Indebtedness.

"Consolidated Hedging Exposure" means, at any time with respect to all applicable Swap Agreements to which the Borrower and its Subsidiaries are counterparties, the aggregate consolidated net exposure of the Borrower and the Subsidiaries under all such agreements on a marked to market basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any period with respect to the Borrower and its Subsidiaries on a consolidated basis, all interest (including the interest component, if any, of any Capitalized Lease, the facility fee and the LC fronting fees and other interest, fees and expenses paid pursuant hereto and pursuant to the 2008 Credit Agreement and the 2011 Credit Agreement) paid or accrued during such period in accordance with GAAP.

"Consolidated Leverage Ratio" shall mean, as of the last day of any fiscal quarter of the Borrower, for the Borrower and its Subsidiaries on a consolidated basis, the ratio of (a) Consolidated Funded Indebtedness on such date to (b) Consolidated EBITDA for the four quarter period ending on such date.

"Consolidated Net Income" means, for any period, for the Borrower and its Subsidiaries on a consolidated basis, the net income of the Borrower and its Subsidiaries (excluding extraordinary gains and extraordinary losses) for that period, as determined in accordance with GAAP.

"Consolidated Subsidiary" means, for any Person, at any date any Subsidiary or other entity the accounts of which would be consolidated with those of such Person in its consolidated financial statements if such statements were prepared as of such date; unless otherwise specified "Consolidated Subsidiary" means a Consolidated Subsidiary of the Borrower.

"Consolidated Tangible Net Assets" means, as of any date of determination, the total amount of consolidated assets of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) minus: (a) all current liabilities (excluding (i) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed and (ii) current maturities of long-term debt) and (b) the value (net of any applicable reserves and accumulated amortization) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Borrower and its Subsidiaries (other than Excluded Subsidiaries) for the most recently completed fiscal quarter or year, as applicable, prepared in accordance with GAAP.

"Controlled Group" means all members of a controlled group of corporations or other business entities and all trades or businesses (whether or not incorporated) under common control which, together with the Borrower or any of its Subsidiaries, are treated as a single employer under Section 414 of the Code.

"Conversion/Continuation Notice" is defined in Section 2.9.

"Credit Extension" means the making of the Loans on the Closing Date in an aggregate amount equal to the Aggregate Commitment.

"Debt Rating" means the long-term senior unsecured, non-credit enhanced debt rating of the Borrower by S&P, Moody's, and/or Fitch, as applicable.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means an event described in Article VII.

"Defaulting Lender" means, subject to Section 2.24.2, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent or any Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Agent or the Borrower, to confirm in writing to the Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Agent and the Borrower), or (d) has, or has a direct or indirect parent company that

has (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.24.2) upon delivery of written notice from the Agent of such determination to the Borrower, each Lender.

"Documentation Agent" means Wells Fargo Bank, National Association, in its capacity as Documentation Agent hereunder.

"Dollar" and "$" means dollars in the lawful currency of the United States of America.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Sections 12.3.5 and 12.3.6 (subject to such consents, if any, as may be required under Section 12.3.2).

"Environmental Laws" means any and all Applicable Laws relating to (i) the protection of the environment, (ii) the effect of the environment on human health, (iii) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (iv) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Equity Preferred Securities" means any securities, however denominated, (i) issued by the Borrower or any Consolidated Subsidiary of the Borrower, (ii) that are not, or the underlying securities, if any, of which are not, subject to mandatory redemption or maturity prior to 91 days after the Termination Date, and (iii) the terms of which permit the deferral of interest or distributions thereon to a date occurring after the 91st day after the Termination Date.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rules or regulations issued thereunder.

"Eurodollar Advance" means an Advance (other than a Floating Rate Advance as to which the interest rate is determined by reference to the Eurodollar Base Rate) which bears interest at a rate determined by reference to the applicable Eurodollar Rate.

"Eurodollar Base Rate" means, with respect to any Eurodollar Loan for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in Dollars in the London interbank market) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period, as the rate for deposits in Dollars with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the "Eurodollar Base Rate" with respect to such Eurodollar Loan for such Interest Period shall be the rate at which deposits in Dollars in

an amount equal to $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period.

"Eurodollar Loan" means a Loan (other than a Floating Rate Loan as to which the interest rate is determined by reference to the Eurodollar Base Rate) which bears interest at a rate determined by reference to the applicable Eurodollar Rate.

"Eurodollar Rate" means, with respect to a Eurodollar Advance for the relevant Interest Period, the sum of (i) the LIBOR Rate plus (ii) the Applicable Margin.

"Eurodollar Reserve Percentage" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D of the Board. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D of the Board or any comparable regulation. The Eurodollar Reserve Percentage shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Excluded EBITDA" means any portion of Consolidated EBITDA attributable to an Excluded Subsidiary.

"Excluded Indebtedness" means Non-Recourse Indebtedness of any Excluded Subsidiary.

"Excluded Subsidiary" means any future Subsidiary formed or acquired by the Borrower that is designated by the Borrower as an "Excluded Subsidiary" in accordance with Section 9.16 as long as (i) such Excluded Subsidiary has no Indebtedness that is recourse to the Borrower or any Non-Excluded Subsidiary and (ii) any Indebtedness for borrowed money incurred by such Excluded Subsidiary is used solely to acquire, construct, develop or operate assets and related businesses; provided that the aggregate amount of assets owned by all Excluded Subsidiaries cannot exceed 15% of the total consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, Taxes measured by the overall capital or net worth of such Recipient and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 2.19) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.5.7 and (d) any U.S. federal withholding Taxes imposed under FATCA.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

"Federal Funds Effective Rate" means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent.

"Fitch" means Fitch Ratings and any successor thereto.

"Floating Rate" means, for any day, a rate per annum equal to (i) the Alternate Base Rate for such day plus (ii) the Applicable Margin.

"Floating Rate Advance" means an Advance which bears interest at a rate determined by reference to the Floating Rate.

"Floating Rate Loan" means a Loan which bears interest at a rate determined by reference to the Floating Rate.

"Foreign Lender" means a Lender which is not a U.S. Person.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles in effect from time to time; provided that in the event that any "Accounting Change" (as defined below) shall occur and such change would otherwise result in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then unless and until the Borrower, the Agent and the Required Lenders mutually agree to adjustments to the terms hereof to reflect any such Accounting Change, all financial covenants (including such covenant contained in Section 6.14), standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required or permitted by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC and shall include the adoption or implementation of International Financial Reporting Standards or changes in lease accounting.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Hybrid Equity Securities" means any securities issued by the Borrower, any Subsidiary or a financing vehicle of the Borrower or any Subsidiary that (i) are classified as possessing a minimum of

"intermediate equity content" by S&P, Basket C equity credit by Moody's or 50% equity credit by Fitch at the time of issuance thereof and (ii) require no repayments or prepayments and no mandatory redemptions or repurchases, in each case, prior to the date that is 91 days after the Termination Date.

"Indebtedness" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all indebtedness of such Person for the deferred purchase price of property or services purchased (excluding current accounts payable and trade payables incurred in the ordinary course of business), (iii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired, (iv) all Capitalized Lease Obligations in accordance with Agreement Accounting Principles, (v) all drawn and owing reimbursement obligations outstanding under Letters of Credit, bankers' acceptances, bank guaranties, surety bonds and similar instruments, (vi) unless otherwise cash collateralized, Consolidated Hedging Exposure, (vii) indebtedness of the type described in clauses (i) through (vi) above secured by any Lien on property or assets of such Person, whether or not assumed (but in any event not exceeding the fair market value of the property or asset), (viii) all direct guarantees of Indebtedness referred to in clauses (i) through (vi) above of another Person, (ix) all amounts payable in connection with mandatory redemptions or repurchases of Capital Stock (other than Hybrid Equity Securities, Mandatorily Convertible Securities and Equity Preferred Securities) and (x) all Off Balance Sheet Indebtedness of such Person; provided that Indebtedness shall exclude any indebtedness arising from the application of ASC Topic 460, 810 or 840. For the purpose of determining "Indebtedness," any particular Indebtedness will be excluded if and to the extent that the necessary funds for the payment, redemption or satisfaction of that Indebtedness (including, to the extent applicable, any associated prepayment penalties, fees or payments and such other amounts required in connection therewith) have been deposited with the proper depositary in trust.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" is defined in Section 9.6(ii).

"Interest Period" means, with respect to a Eurodollar Advance, a period of one, two, three or six months (or nine or twelve months if agreed to by each of the Lenders and the Borrower), commencing on a Business Day selected by the Borrower pursuant to this Agreement. Such Interest Period shall end on but exclude the day which corresponds numerically to such date one, two, three or six months or such other agreed upon period thereafter; provided that (i) if there is no such numerically corresponding day in such next, second, third or sixth succeeding month or such other succeeding period, such Interest Period shall end on the last Business Day of such next, second, third or sixth succeeding month or such other succeeding period and (ii) no Interest Period shall extend beyond the Termination Date described in clause (a) of such definition. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day; provided, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

"Investment Grade Status" exists at any date if, on such date, the Borrower has or is deemed to have pursuant to the last paragraph of the Pricing Schedule (as in effect on the Closing Date) at least two of the following ratings: a Moody's Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of Baa3 or better, a S&P Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better or a Fitch Rating (as defined in the Pricing Schedule as in effect on the Closing Date) of BBB- or better.

"IPO" means an initial public offering of the Capital Stock of OGE Enogex Holdings LLC or any of its Subsidiaries (including the Borrower) or any master limited partnership subsequently formed by or on behalf of OGE Enogex Holdings LLC or any of its Subsidiaries to own any of the foregoing, in each case, registered with the Securities Exchange Commission under the Securities Act of 1933, as amended.

"JPMCB" means JPMorgan Chase Bank, N.A. and its successors.

"Lenders" has the meaning assigned thereto in the introductory paragraph hereto.

"Lending Installation" means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or on the administrative information sheets provided to the Agent in connection herewith or on a Schedule or otherwise selected by such Lender or the Agent pursuant to Section 2.17.

"Letter of Credit" of a Person means a letter of credit or similar instrument which is issued upon the application of such Person or upon which such Person is an account party or for which such Person is in any way liable.

"LIBOR Rate" means, with respect to any Eurodollar Loan for any Interest Period, an interest rate per annum equal to (a) the Eurodollar Base Rate for such Interest Period multiplied by (b) the Eurodollar Reserve Percentage.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Loan" means, with respect to a Lender, such Lender's loan made pursuant to its commitment to lend set forth in Section 2.1 (or any conversion or continuation thereof).

"Loan Documents" means this Agreement and all other documents, instruments, notes (including any Notes issued pursuant to Section 2.13 (if requested)) and agreements executed and delivered in connection therewith or contemplated thereby.

"Mandatorily Convertible Securities" means mandatorily convertible equity-linked securities issued by the Borrower or any Subsidiary, so long as the terms of such securities require no repayments or prepayments of principal and no mandatory redemptions or repurchases, in each case, prior to at least 91 days after the Termination Date.

"Material Adverse Effect" means a material adverse effect on (i) the business, Property, condition (financial or otherwise), operations or results of operations of the Borrower and its Subsidiaries taken as a whole, (ii) the ability of the Borrower to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Agent or the Lenders thereunder.

"Material Indebtedness" means Indebtedness of the Borrower and/or its Material Subsidiaries (other than (i) Indebtedness among the Borrower and/or its Subsidiaries, (ii) Excluded Indebtedness and (iii) other Non-Recourse Indebtedness of any Non-Excluded Subsidiary which is not a Material Subsidiary in an outstanding principal amount of $20,000,000 or less in the aggregate) in an outstanding principal amount of $40,000,000 or more in the aggregate (or the equivalent thereof in any currency other than U.S. dollars).

"Material Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, as promulgated under the Securities Act of 1933, as amended, as such regulation is in effect on the date of this Agreement.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 3(37) or Section 4001(a)(3) of ERISA, which is covered by Title IV of ERISA and to which the Borrower or any member of the Controlled Group is obligated to make contributions or has been obligated to make contributions during the last six years.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all affected Lenders or all Lenders and (ii) has been approved by the Required Lenders.

"Non-Defaulting Lender" means, at any time, each Lender that is not a Defaulting Lender at such time.

"Non-Excluded Subsidiary" means any Subsidiary that is not an Excluded Subsidiary.

"Non-Recourse Indebtedness" means Indebtedness of any (x) Excluded Subsidiary or (y) any Non-Excluded Subsidiary which is not a Material Subsidiary as to which (a) neither the Borrower nor any Non-Excluded Subsidiary which is a Material Subsidiary provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) neither the Borrower nor any Non-Excluded Subsidiary which is a Material Subsidiary is directly or indirectly liable as a guarantor or otherwise, (c) neither the Borrower nor any Non-Excluded Subsidiary which is a Material Subsidiary is the lender or other type of creditor, or (d) the relevant legal documents do not provide that the lenders or other type of creditors with respect thereto will have any recourse to the stock or assets of the Borrower or any Non-Excluded Subsidiary which is a Material Subsidiary.

"Note" is defined in Section 2.13(iv).

"Obligations" means all Loans, advances, debts, liabilities and obligations owing by the Borrower to the Agent, any Lender, the Arranger, any affiliate of the Agent, any Lender or the Arranger, or any Indemnitee under the provisions of Section 9.6 or any other provisions of the Loan Documents, in each case of any kind or nature, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes all principal, interest (including interest accruing after the filing of any bankruptcy or similar petition), charges, expenses, fees, attorneys' fees and disbursements, and any other sum chargeable to the Borrower or any of its Subsidiaries under this Agreement or any other Loan Document.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Off Balance Sheet Indebtedness" means, with respect to any Person, (i) any repurchase obligation or repurchase liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability of such Person under any sale and leaseback transactions that do not create a liability on the balance sheet of such Person, (iii) any obligations under Synthetic Leases or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of borrowing

but which does not constitute a liability on the balance sheet of such Person. As used herein, "Synthetic Lease" means a lease transaction under which the parties intend that (a) the lease will be treated as an "operating lease" by the lessee pursuant to Statement of Financial Accounting Standards No. 13, as amended and (b) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"OGE" means OGE Energy Corp., an Oklahoma corporation.

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

"Outstanding Credit Exposure" means, as to any Lender at any time, the aggregate principal amount of its Loans outstanding at such time.

"Participant" is defined in Section 12.2.1.

"Participant Register" is defined in Section 12.2.4.

"Payment Date" means the last day of March, June, September and December and the Termination Date.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means an employee pension benefit plan, excluding any Multiemployer Plan, which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any member of the Controlled Group may have any liability.

"Pricing Schedule" means the Schedule identifying the Applicable Margin attached hereto and identified as such.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Property" of a Person means any and all right, title and interest of such Person in or to property, whether real, personal, tangible, intangible, or mixed.

"Pro Rata Share" means, with respect to a Lender, a portion equal to a fraction the numerator of which is such Lender's Commitment at such time (in each case, as adjusted from time to time in accordance with the provisions of this Agreement) and the denominator of which is the Aggregate Commitment at such time, or, if the Aggregate Commitment has been terminated, a fraction the numerator of which is such Lender's Outstanding Credit Exposure at such time and the denominator of which is the Aggregate Outstanding Credit Exposure at such time.

"Qualified Project" means the construction or expansion of any capital project of the Borrower or any of its Subsidiaries, the aggregate actual or budgeted capital cost of which (in each case, including capital costs expended by the Borrower or any such Subsidiaries prior to the acquisition or construction of such project) exceeds $20,000,000.

"Qualified Project EBITDA Adjustments" means, with respect to each Qualified Project:

(a) prior to the Commercial Operation Date of a Qualified Project (but including the fiscal quarter in which such Commercial Operation Date occurs), a percentage (based on the then-current completion percentage of such Qualified Project) of an amount to be approved by the Agent (such approval not to be unreasonably withheld or delayed) as the projected Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for the first 12-month period following the scheduled Commercial Operation Date of such Qualified Project (such amount to be determined based on customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions and other reasonable factors deemed appropriate by the Agent), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for the fiscal quarter in which construction of such Qualified Project commences and for each fiscal quarter thereafter until the Commercial Operation Date of such Qualified Project (including the fiscal quarter in which such Commercial Operation Date occurs, but net of any actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project following such Commercial Operation Date); provided that if the actual Commercial Operation Date does not occur by the scheduled Commercial Operation Date, then the foregoing amount shall be reduced, for quarters ending after the scheduled Commercial Operation Date to (but excluding) the first full quarter after its actual Commercial Operation Date, by the following percentage amounts depending on the period of delay (based on the period of actual delay or then-estimated delay, whichever is longer): (i) 90 days or less, 0%, (ii) longer than 90 days, but not more than 180 days, 25%, (iii) longer than 180 days but not more than 270 days, 50%, (iv) longer than 270 days but not more than 365 days, 75% and (v) longer than 365 days, 100%; and

(b) thereafter, actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for each full fiscal quarter after the Commercial Operation Date, plus the amount approved by the Agent pursuant to clause (a) above as the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for the fiscal quarters constituting the balance of the four full fiscal quarter period following such Commercial Operation Date; provided that in the event the actual Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project for any full fiscal quarter after the Commercial Operation Date shall materially differ from the projected Consolidated EBITDA approved by the Agent pursuant to clause (a) above for such fiscal quarter, the projected Consolidated EBITDA of Borrower and its Subsidiaries attributable to such Qualified Project for any remaining fiscal quarters included in the foregoing calculation shall be redetermined in the same manner as set forth in clause (a) above, such amount to be approved by the Agent (such approval not to be unreasonably withheld or delayed), which may, at the Borrower's option, be added to actual Consolidated EBITDA for the Borrower and its Subsidiaries for such fiscal quarters.

Notwithstanding the foregoing:

(A) no such additions shall be allowed with respect to any Qualified Project unless:

(1) not later than 30 days prior to the delivery of any certificate required by the terms and provisions of Section 6.1.3 to the extent Qualified Project EBITDA Adjustments are requested be made to Consolidated EBITDA in determining compliance with Section 6.14, the Borrower shall have delivered to the Agent (y) written pro forma projections of Consolidated EBITDA of the Borrower and its Subsidiaries attributable to such Qualified Project and (z) a certificate of the Borrower certifying that all written information provided to the Agent for purposes of approving such pro forma projections (including information relating to customer contracts relating to such Qualified Project, the creditworthiness of the other parties to such contracts, and projected revenues from such contracts, capital costs and expenses, scheduled Commercial Operation Date, oil and gas reserve and production estimates, commodity price assumptions) was prepared in good faith based upon assumptions that were reasonable at the time they were made; and

(2) prior to the date such certificate is required to be delivered, the Agent shall have approved (such approval not to be unreasonably withheld) such projections and shall have received such other information and documentation as the Agent may reasonably request, all in form and substance satisfactory to the Agent; and

(B) the aggregate amount of all Qualified Project EBITDA Adjustments during any period shall be limited to 20% of the total actual Consolidated EBITDA of the Borrower and its Subsidiaries for such period (which total actual Consolidated EBITDA shall be determined without including any Qualified Project EBITDA Adjustments).

"Recipient" means (a) the Agent and (b) any Lender, as applicable.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan subject to Title IV of ERISA, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event; provided that a failure to meet the minimum funding standard of Section 412 or 430 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Code.

"Required Lenders" means Lenders in the aggregate having Commitments of greater than sixty percent (60%) of the Aggregate Commitment or, if the Aggregate Commitment has been terminated,

Lenders in the aggregate holding greater than sixty percent (60%) of the Aggregate Outstanding Credit Exposure; provided that the Commitment of, and the portion of the Outstanding Credit Exposure, as applicable, held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Restricted Payments" means, with respect to any Person, (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of such Person, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Capital Stock of any such Person, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of such Person, now or hereafter outstanding, and (d) the payment by such Person of any management, advisory or consulting fee to any other Person who is directly or indirectly a significant partner, shareholder, owner or executive officer of such Person; provided that this clause (d) shall not include the payment, in the ordinary course, of any brokers, finders or similar fees as determined appropriate by their respective governing bodies in their reasonable discretion.

"S&P" means Standard and Poor's Ratings Services, a division of The McGraw Hill Companies, Inc., and any successor thereto.

"Sanctioned Entity" shall mean (a) an agency of the government of, (b) an organization directly or indirectly controlled by, or (c) a person resident in, a country that is subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/enforcement/ofac/programs, or as otherwise published from time to time, to the extent that such program administered by OFAC is applicable to any such agency, organization or person.

"Sanctioned Person" shall mean a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/enforcement/ofac/sdn/index.html, or as otherwise published from time to time.

"SEC Reports" means (i) the Annual Report on Form 10-K of OGE for the fiscal year ended December 31, 2011, (ii) the Quarterly Reports on Form 10-Q of OGE for the fiscal quarter ended March 31, 2012 and (iii) the Current Reports on Form 8-K filed by OGE prior to the Closing Date.

"Significant Acquisition" means, during any twelve-month period, one or more acquisitions by the Borrower or any of its Subsidiaries (other than an Excluded Subsidiary) of assets, equity interests, operating lines or divisions of any other Person (whether by way of asset acquisition, equity purchase, tender offer, merger, consolidation, amalgamation or otherwise) in which the total consideration in connection therewith, cash and non-cash (including assumption of debt and liabilities and any deferred or contingent consideration, such as purchase price adjustments, earnout payments and similar payments (in each case, as valued at the reasonable estimated actual aggregate consideration)), exceeds $25,000,000.

"Single Employer Plan" means a Plan maintained by the Borrower or any member of the Controlled Group for employees of the Borrower or any member of the Controlled Group.

"Specified Change" is defined in the term "Change in Law".

"Subsidiary" means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are at the time directly or indirectly owned by such Person; unless otherwise specified, "Subsidiary" means a Subsidiary of the Borrower.

"Substantial Portion" means, with respect to the Property of the Borrower and its Subsidiaries, Property which represents more than 25% of the consolidated assets of the Borrower and its Subsidiaries or property which is responsible for more than 25% of the Consolidated Net Income of the Borrower and its Subsidiaries, in each case, as would be shown in the consolidated financial statements of the Borrower and its Subsidiaries as at the end of the four fiscal quarter period ending with the fiscal quarter immediately prior to the fiscal quarter in which such determination is made (or if financial statements have not been delivered hereunder for that fiscal quarter which ends such four fiscal quarter period, then the financial statements delivered hereunder for the quarter ending immediately prior to that quarter).

"Swap Agreements" means any agreement with respect to any swap, forward, future or other derivative transaction or option or similar agreement entered into by the Borrower or any of its Subsidiaries in order to provide protection to the Borrower and/or its Subsidiaries against fluctuations in future interest rates, currency exchange rates or commodity prices.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" means August 2, 2015.

"Transaction Costs" means all fees, costs and expenses incurred or payable by the Borrower or any Subsidiary in connection with the negotiation, execution and consummation of (i) this Agreement and the other Loan Documents (including all fees payable hereunder on the Closing Date) and (ii) the 2011 Credit Agreement and the other "Loan Documents" relating thereto and as defined therein (including all fees payable on the "Closing Date" thereunder and as defined therein).

"Transferee" is defined in Section 12.4.

"Type" means, with respect to any Advance, its nature as a Floating Rate Advance or a Eurodollar Advance and with respect to any Loan, its nature as a Floating Rate Loan or a Eurodollar Loan.

"Unfunded Liabilities" means the amount (if any) by which the present value of all vested and unvested accrued benefits under each Single Employer Plan subject to Title IV of ERISA exceeds the fair market value of all such Plan's assets allocable to such benefits, all determined as of the then most recent valuation date for such Plan for which a valuation report is available, using actuarial assumptions for funding purposes as set forth in such report.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"Voting Stock" means all classes of the Capital Stock (or other voting interests) of such Person then outstanding and normally entitled to vote in the election of directors or other governing body of such Person.

"Withholding Agent" means the Borrower and the Agent.

1.2 Other Definitions and Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document: (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined, (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (d) the word "will" shall be construed to have the same meaning and effect as the word "shall", (e) any reference herein to any Person shall be construed to include such Person's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (h) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (i) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including".

1.3 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio or percentage is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.4 References to Agreement and Laws. Unless otherwise expressly provided herein, (a) references to formation documents, governing documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Applicable Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Applicable Law.

1.5 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

ARTICLE II

THE CREDITS

2.1 Commitment. Subject to the satisfaction of the conditions precedent set forth in Section 4.1, each Lender severally agrees, on the terms and conditions set forth in this Agreement to make Loans to the Borrower on the Closing Date in an amount not to exceed in the aggregate at any one time outstanding of its Commitment. Amounts repaid or prepaid in respect of Loans may not be reborrowed. The commitment of each Lender to lend hereunder shall expire at 3:00 p.m. (New York City time) on the Closing Date.

2.2 Required Payments; Termination. Any outstanding Advances and all other unpaid Obligations shall be paid in full by the Borrower on the Termination Date. Notwithstanding the

termination of this Agreement on the Termination Date, until all of the Obligations (other than contingent indemnification obligations) shall have been fully paid and satisfied and all financing arrangements among the Borrower and the Lenders hereunder and under the other Loan Documents shall have been terminated, all of the rights and remedies under this Agreement and the other Loan Documents shall survive.

2.3 Ratable Loans. Each Advance hereunder shall consist of Loans made from the several Lenders in accordance with their Pro Rata Share.

2.4 Types of Advances. The Advances may be Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower in accordance with Sections 2.8 and 2.9.

2.5 [Intentionally Omitted].

2.6 Minimum Amount of Each Advance. Each Eurodollar Advance shall be in the minimum amount of $5,000,000 (and in multiples of $1,000,000 if in excess thereof), and each Floating Rate Advance shall be in the minimum amount of $5,000,000 (and in multiples of $100,000 if in excess thereof); provided, that any Floating Rate Advance may be in the amount of any Aggregate Commitment or Advances not allocated to Eurodollar Advances.

2.7 Optional Principal Payments. The Borrower may from time to time pay, without penalty or premium, all outstanding Floating Rate Advances, or, any portion thereof in a minimum aggregate amount of $1,000,000 or any integral multiple of $1,000,000 in excess thereof (or, in any increment in the case of the repayment at any one time of the entire outstanding principal amount of the Loans hereunder), on any Business Day upon notice to the Agent by no later than 11:00 a.m. on the date of such prepayment. The Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4 but without penalty or premium, all outstanding Eurodollar Advances, or, any portion thereof in a minimum aggregate amount of $1,000,000 or any integral multiple of $500,000 in excess thereof (or, in any increment in the case of the repayment at any one time of the entire outstanding principal amount of the Loans hereunder) upon at least three (3) Business Days' prior notice to the Agent. Amounts repaid or prepaid in respect of Loans may not be reborrowed.

2.8 Method of Selecting Types and Interest Periods for New Advances. The Borrower shall select the Type of Advance and, in the case of each Eurodollar Advance, the Interest Period applicable thereto from time to time. The Borrower shall give the Agent irrevocable notice (a "Borrowing Notice") on the Closing Date in the case of any Floating Rate Advance requested on such date and two (2) Business Days before the Closing Date in the case of any requested Eurodollar Advance to be made on the Closing Date, specifying:

2.8.1 the proposed date, which shall be a Business Day, of such Advance,

2.8.2 the aggregate amount of such Advance,

2.8.3 the Type of Advance selected, and

2.8.4 in the case of each Eurodollar Advance, the Interest Period applicable thereto.

On the Closing Date, each Lender shall make available its Loan or Loans in funds immediately available to the Agent at its address specified pursuant to Article XIII. The Agent will promptly make the funds so received from the Lenders available to the Borrower at the Agent's aforesaid address.

2.9 Conversion and Continuation of Outstanding Advances. Floating Rate Advances shall continue as Floating Rate Advances unless and until such Floating Rate Advances are converted into Eurodollar Advances pursuant to this Section 2.9 or are repaid in accordance with Section 2.7. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Floating Rate Advance unless (x) such Eurodollar Advance is or was repaid in accordance with Section 2.7 or (y) the Borrower shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.6, the Borrower may elect from time to time to convert all or any part of a Floating Rate Advance into a Eurodollar Advance. The Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") of each conversion of a Floating Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 11:00 a.m. on the third Business Day prior to the date of the requested conversion or continuation, specifying:

2.9.1 the requested date, which shall be a Business Day, of such conversion or continuation,

2.9.2 the aggregate amount and Type of the Advance which is to be converted or continued, and

2.9.3 the duration of the Interest Period applicable thereto.

2.10 Changes in Interest Rate, etc. Each Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a Floating Rate Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.9, at a rate per annum equal to the Floating Rate for such day. Changes in the rate of interest on that portion of any Advance maintained as a Floating Rate Advance will take effect simultaneously with each change in the Alternate Base Rate. Each Eurodollar Advance shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at the interest rate determined by the Agent as applicable to such Eurodollar Advance based upon the Borrower's selections under Sections 2.8 and 2.9 and otherwise in accordance with the terms hereof. No Interest Period may end after the scheduled Termination Date.

2.11 Rates Applicable After Default. Notwithstanding anything to the contrary contained in Section 2.8, 2.9 or 2.10, during the continuance of a Default or Unmatured Default the Required Lenders may, at their option, by notice to the Borrower, declare that no Advance may be made as, converted into or continued as a Eurodollar Advance. During the continuance of a Default the Required Lenders may, at their option, by notice to the Borrower (which notice and rate increase may be revoked at the option of the Required Lenders notwithstanding any provision of Section 8.2 requiring unanimous consent of the Lenders to changes in interest rates), declare that (i) each Eurodollar Advance shall thereafter bear interest during the continuance of such Default at the rate otherwise applicable to such Interest Period plus 2% per annum and (ii) each Floating Rate Advance shall thereafter bear interest during the continuance of such Default at a rate per annum equal to the Floating Rate in effect from time to time plus 2% per annum; provided that, during the continuance of a Default under Section 7.6 or 7.7, the interest rates set forth in clauses (i) and (ii) above shall be applicable to all Advances without any election or action on the part of the Agent or any Lender.

2.12 Method of Payment. All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Article XIII, or at any other Lending Installation of the Agent specified in writing by the Agent to the Borrower, by noon on the date when due and shall be applied ratably (except as otherwise specifically required hereunder) by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Agent from such Lender.

2.13 Noteless Agreement; Evidence of Indebtedness. (i) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(ii) The Agent shall also maintain accounts in which it will record (a) the amount of each Loan made hereunder, the Type thereof and the Interest Period (in the case of a Eurodollar Advance) with respect thereto, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (c) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(iii) The entries maintained in the accounts maintained pursuant to paragraphs (i) and (ii) above shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded absent manifest error; provided, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(iv) Any Lender may request that its Loans be evidenced by a promissory note in substantially the form of Exhibit C (a "Note"). In such event, the Borrower shall prepare, execute and deliver to such Lender such Note payable to the order of such Lender. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (prior to any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the order of the payee named therein, except to the extent that any such Lender subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (i) and (ii) above.

2.14 Telephonic Notices. The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic notices made by any person or persons the Agent or any Lender in good faith believes to be acting on behalf of the Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically. The Borrower agrees to deliver promptly to the Agent a written confirmation, if such confirmation is requested by the Agent or any Lender, of each telephonic notice, signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.15 Interest Payment Dates; Interest and Fee Basis. Interest accrued on each Floating Rate Advance shall be payable in arrears on each Payment Date, commencing with the first such date to occur after the date hereof, on any date on which the Floating Rate Advance is prepaid, whether due to acceleration or otherwise, and at maturity. Interest accrued on that portion of the outstanding principal amount of any Floating Rate Advance converted into a Eurodollar Advance on a day other than a Payment Date shall be payable on the date of conversion. Interest accrued on each Eurodollar Advance shall be payable on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and at maturity. Interest accrued on each Eurodollar Advance having an Interest Period longer than three months shall also be payable on the last day of each three-month interval during such Interest Period. Interest on Floating Rate Advances when the Alternate Base Rate is determined by the Prime Rate shall be calculated for actual days elapsed on the basis of a 365, or when appropriate 366, day year. All other computations of interest shall be calculated for actual days elapsed on the basis of a 360-day year. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to noon at the place of payment. If any payment of principal of or interest on an Advance or any other amounts payable to the Agent or any Lender hereunder shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

2.16 Notification of Advances, Interest Rates and Prepayments. Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. The Agent will notify the Borrower and each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give the Borrower and each Lender prompt notice of each change in the Alternate Base Rate.

2.17 Lending Installations. Each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Installation. Each Lender may, by written notice to the Agent and the Borrower in accordance with Article XIII, designate replacement or additional Lending Installations through which Loans will be made by it and for whose account Loan payments are to be made.

2.18 Non-Receipt of Funds by the Agent. Unless the Borrower or a Lender, as the case may be, notifies the Agent prior to the time which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan or (ii) in the case of the Borrower, a payment of principal or interest to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower, as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to (x) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (y) in the case of payment by the Borrower, the interest rate applicable to the relevant Loan.

2.19 Replacement of Lender. If (x) any Lender requests compensation under Section 3.1, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any

Governmental Authority for the account of any Lender pursuant to Section 3.5 and, in each case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further claims for such indemnity or compensation, (y) any Lender is a Defaulting Lender or a Non-Consenting Lender or (z) any Lender's obligation to make or to convert or continue outstanding Loans or Advances as Eurodollar Loans or Eurodollar Advances has been suspended pursuant to Section 3.3, and, in each such case, such Lender has declined or is unable to promptly designate a different Lending Installation in accordance with Section 3.7 which would eliminate any further suspension, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.3), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or 3.5) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Agent shall have received the assignment fee specified in Section 12.3.3 unless waived by the Agent;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon and all other amounts payable to it hereunder and under the other Loan Documents (including (other than with respect to any Defaulting Lender) any amounts under Section 3.4) from the assignee (to the extent of such outstanding principal and accrued interest) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from (x) a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.5, such assignment will result in a reduction in such compensation or payments thereafter or (y) a suspension under Section 3.3, such assignment shall be made to a Lender or Eligible Assignee which is not subject to such a suspension;

(iv) such assignment does not conflict with Applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment cease to apply.

2.20 [Intentionally Omitted].

2.21 [Intentionally Omitted].

2.22 [Intentionally Omitted].

2.23 [Intentionally Omitted].

2.24 Defaulting Lenders.

2.24.1 Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest or other amounts received by the Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Agent from a Defaulting Lender pursuant to Section 11.1 shall be applied at such time or times as may be determined by the Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder; second, as the Borrower may request (so long as no Default or Unmatured Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and fifth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made at a time when the conditions set forth in Section 4.1 were satisfied or waived, such payment shall be applied solely to pay the Loans of all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of such Defaulting Lender until such time as all Loans are held by the Lenders pro rata in accordance with the Aggregate Commitments as in effect on the Closing Date. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

2.24.2 Defaulting Lender Cure. If the Borrower and the Agent agree in writing that a Lender is no longer a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Agent may determine to be necessary to cause the Loans to be held by the Lenders in accordance with their respective Pro Rata Shares, whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.25 Obligations of Lenders.

2.25.1 Funding by Lenders; Presumption by the Agent. Unless the Agent shall have received notice from a Lender prior to the proposed time of any borrowing that such Lender will not make available to the Agent such Lender's share of such Advance, the Agent may assume that such Lender has made such share available on such date in accordance with the terms hereof and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable borrowing available to the Agent, then the applicable Lender and the Borrower severally agree to pay to the Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Agent, at (i) in the case of a payment to be made by such Lender, the greater of the daily average Federal Funds Effective Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to such Loans. If the Borrower and such Lender shall pay such interest to the Agent for the same or an overlapping period, the Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Advance to the Agent, then the amount so paid shall constitute such Lender's Loan included in such borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Agent.

2.25.2 Nature of Obligations of Lenders Regarding Extensions of Credit. The obligations of the Lenders under this Agreement to make the Loans are several and are not joint or joint and several. The failure of any Lender to make available its Pro Rata Share of any Advance requested by the Borrower shall not relieve it or any other Lender of its obligation, if any, hereunder to make its Pro Rata Share of such Advance available on the Closing Date, but no Lender shall be responsible for the failure of any other Lender to make its Pro Rata Share of such Advance available on the Closing Date.

ARTICLE III

YIELD PROTECTION; TAXES

3.1 Yield Protection.

3.1.1 Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the LIBOR Rate);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes (other than Taxes measured by the overall capital or net worth of such Recipient) and (C) Other Connection Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender any other condition, cost or expense (other than Taxes or any reserve requirement then reflected in the LIBOR Rate) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to the Agent or such Lender of making, converting into, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to the Agent or such Lender, or to reduce the amount of any sum received or receivable by the Agent or such Lender (whether of principal, interest or any other amount) then, upon written request of the Agent or such Lender, the Borrower shall promptly pay to the Agent or any such Lender such additional amount or amounts as will compensate the Agent or such Lender for such additional costs incurred or reduction suffered; provided that the Borrower shall not be required to pay any such amounts to the Agent or any Lender under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent the Agent or such Lender is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

3.1.2 Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any Lending Installation of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered; provided that the Borrower shall not be required to pay any such amounts to any Lender under and pursuant to this Section which are owing as a result of any Specified Change if and to the extent such Lender is not at such time generally assessing such costs in a similar manner to other similarly situated borrowers with similar credit facilities.

3.1.3 Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than ninety (90) days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the ninety-day period referred to above shall be extended to include the period of retroactive effect thereof).

3.2 Changed Circumstances Affecting LIBOR Rate Availability. In connection with any request for a Eurodollar Loan or a Floating Rate Loan as to which the interest rate is determined with reference to the Eurodollar Base Rate or a conversion to or continuation thereof, if for any reason (i) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Loan, (ii) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for the ascertaining the Eurodollar Base Rate for such Interest Period with respect to a proposed Eurodollar Loan or any Floating Rate Loan as to which the interest rate is determined with reference to the Eurodollar Base Rate or (iii) the Required Lenders shall determine (which determination shall be

conclusive and binding absent manifest error) that the Eurodollar Base Rate does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Loans during such Interest Period, then the Agent shall promptly give notice thereof to the Borrower. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, the obligation of the Lenders to make Eurodollar Loans or Floating Rate Loans as to which the interest rate is determined with reference to the Eurodollar Base Rate and the right of the Borrower to convert any Loan to or continue any Loan as a Eurodollar Loan or a Floating Rate Loan as to which the interest rate is determined with reference to the Eurodollar Base Rate shall be suspended, and (i) in the case of Eurodollar Loans, the Borrower shall, at the Borrower's option, either (A) repay in full (or cause to be repaid in full) the then outstanding principal amount of each such Eurodollar Loan together with accrued interest thereon (subject to Section 2.15), on the last day of the then current Interest Period applicable to such Eurodollar Loan; or (B) convert, without premium or penalty and without liability for any amounts payable pursuant to Section 3.4, the then outstanding principal amount of each such Eurodollar Loan to a Floating Rate Loan as to which the interest rate is not determined by reference to the Eurodollar Base Rate as of the last day of such Interest Period; or (ii) in the case of Floating Rate Loans as to which the interest rate is determined by reference to the Eurodollar Base Rate, the Borrower shall convert the then outstanding principal amount of each such Loan to a Floating Rate Loan as to which the interest rate is not determined by reference to the LIBOR Rate as of the last day of such Interest Period.

3.3 Laws Affecting LIBOR Rate Availability. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective Lending Offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective Lending Installations) to honor its obligations hereunder to make or maintain any Eurodollar Loans or any Floating Rate Loan as to which the interest rate is determined by reference to the Eurodollar Base Rate, such Lender shall promptly give notice thereof to the Agent and the Agent shall promptly give notice to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, (i) the obligations of the Lenders to make Eurodollar Loans or Floating Rate Loans as to which the interest rate is determined by reference to the Eurodollar Base Rate, and the right of the Borrower to convert any Loan or continue any Loan as a Eurodollar Loan or a Floating Rate Loan as to which the interest rate is determined by reference to Eurodollar Base Rate shall be suspended and thereafter the Borrower may select only Floating Rate Loans as to which the interest rate is not determined by reference to the Eurodollar Base Rate hereunder, (ii) all Floating Rate Loans shall cease to be determined by reference to the Eurodollar Base Rate and (iii) if any of the Lenders may not lawfully continue to maintain a Eurodollar Loan to the end of the then current Interest Period applicable thereto, the applicable Loan shall immediately be converted to a Floating Rate Loan as to which the interest rate is not determined by reference to the Eurodollar Base Rate for the remainder of such Interest Period.

3.4 Funding Indemnification. If (i) any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, (ii) a Eurodollar Advance is not made on the date specified by the Borrower in a Borrowing Notice or a Conversion/Continuation Notice for any reason other than default by the Lenders, or (iii) a Eurodollar Advance is not prepaid on the date specified by the Borrower pursuant to Section 2.7 for any reason, then, except (a) as otherwise provided in this Agreement or (b) if arising in connection with a Lender becoming a Defaulting Lender or the replacement of such Lender pursuant to Section 2.19, for any such amounts that would be owing to such Lender, the Borrower will indemnify each Lender for any loss or cost incurred by it resulting therefrom, including any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance but excluding the Applicable Margin expected to be received by such Lender during the remainder of such Interest Period.

3.5 Taxes.

3.5.1 [Intentionally Omitted].

3.5.2 Payments Free of Taxes**.** Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

3.5.3 Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Agent timely reimburse it for the payment of, any Other Taxes.

3.5.4 Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

3.5.5 Indemnification by the Lenders. Each Lender shall severally indemnify the Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Agent for such Indemnified Taxes and without limiting the obligation of Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.2 relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Agent to the Lender from any other source against any amount due to the Agent under this Section 3.5.5.

3.5.6 Evidence of Payments**.** As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 3.5, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Agent.

3.5.7 Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 3.5.7(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in such applicable Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Agent), executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

3.5.8 Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.5 (including by the payment of additional amounts pursuant to this Section 3.5), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such

indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 3.5.8 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 3.5.8, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 3.5.8 the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

3.5.9 Survival. Each party's obligations under this Section 3.5 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

3.6 Lender Statements; Survival of Indemnity. Each Lender shall deliver a written statement of such Lender to the Borrower (with a copy to the Agent) as to the amount due, if any, under Section 3.1, 3.2, 3.4 or 3.5. Such written statement shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive and binding on the Borrower in the absence of manifest error. Determination of amounts payable under such Sections in connection with a Eurodollar Loan shall be calculated as though each Lender funded its Eurodollar Loan through the purchase of a deposit of the type and maturity corresponding to the deposit used as a reference in determining the Eurodollar Rate applicable to such Loan, whether in fact that is the case or not. Unless otherwise provided herein, the amount specified in the written statement of any Lender shall (unless the subject of a good faith dispute by the Borrower) be payable within fifteen (15) days after demand and receipt by the Borrower of such written statement. The obligations of the Borrower under Sections 3.1, 3.2, 3.4 and 3.5 shall survive payment of the Obligations and termination of this Agreement.

3.7 Alternative Lending Installation. If any Lender requests compensation under Section 3.1, or requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5, or is unable to fund or maintain Eurodollar Advances or Eurodollar Loans, as applicable, as a result of the circumstances described in Section 3.3, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Installation for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.5 or remedy the circumstances described in Section 3.3, as the case may be, in the future, and (ii) would not in the reasonable judgment of such Lender subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. A Lender shall not be required to make any such delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such delegation cease to apply.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 Credit Extension. The effectiveness of this Agreement and the obligation of the Lenders to make the Credit Extension on the Closing Date hereunder shall be subject to the satisfaction of the following conditions precedent and, if applicable, the delivery by the Borrower to the Agent of sufficient copies for the Lenders of:

4.1.1 (a) Copies of the certificate of formation of the Borrower, together with all amendments, certified by the appropriate governmental officer in the State of Delaware and certified by the secretary or assistant secretary of the Borrower and (b) a certificate of good standing, certified by the appropriate governmental officer in the State of Delaware.

4.1.2 Copies, certified by the secretary or assistant secretary of the Borrower, of its limited liability company agreement and of the resolutions of the board of directors of the managing member of the Borrower authorizing the execution of the Loan Documents to which the Borrower is a party.

4.1.3 An incumbency certificate, executed by the secretary or assistant secretary of the Borrower, which shall identify by name and title and bear the signatures of the officers of the Borrower authorized to sign the Loan Documents to which the Borrower is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by the Borrower.

4.1.4 A certificate, signed by the chief financial officer or treasurer of the Borrower, stating that immediately after giving effect to this Agreement, the other Loan Documents and all the transactions contemplated herein and therein to occur on the Closing Date, (a) no Default or Unmatured Default has occurred and is continuing and (b) all representations and warranties contained herein and in the other Loan Documents are true and correct in all material respects on and as of the date made (except to the extent such representations and warranties expressly speak to an earlier date, in which case such representation or warranty shall have been true and correct in all material respects on and as of such earlier date).

4.1.5 A written opinion of the Borrower's counsel, in form and substance reasonably satisfactory to the Agent and addressed to the Agent and the Lenders.

4.1.6 A counterpart of this Agreement duly executed by the Borrower, together with duly executed Notes requested by a Lender pursuant to Section 2.13 payable to the order of each such requesting Lender.

4.1.7 The Agent shall have received a Borrowing Notice duly executed by the Borrower, together with a designation of the account or accounts to which the proceeds of the Credit Extension made on the Closing Date are to be disbursed.

4.1.8 Borrower shall have provided to the Agent and the Lenders the documentation and other information requested by the Agent in order to comply with requirements of the Act.

4.1.9 The Borrower shall have paid all invoiced fees, charges and disbursements of one counsel to the Agent (directly to such counsel if requested by the Agent) to the extent accrued and unpaid prior to or on the Closing Date in accordance with Section 9.6.

4.1.10 The Agent shall have received copies of all other documents, certificates and instruments reasonably requested thereby, with respect to the transactions contemplated by this Agreement.

The Agent shall promptly notify the Borrower and the Lenders of the Closing Date, and such notice shall be conclusive and binding on all parties hereto.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lenders that on the Closing Date:

5.1 Existence and Standing. Each of the Borrower and its Material Subsidiaries is a corporation, partnership (in the case of Subsidiaries only) or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity) in good standing under the laws of its jurisdiction of incorporation or organization and has all requisite authority to conduct its business in each jurisdiction where the conduct of its business would require such qualification, except where the failure to be in good standing or have such authority could not reasonably be expected to have a Material Adverse Effect.

5.2 Authorization and Validity. The Borrower has the power and authority and legal right to execute and deliver the Loan Documents (as in effect on the date that this representation is made or deemed made) and to perform its obligations thereunder. The execution and delivery by the Borrower of the Loan Documents (as in effect on the date that this representation is made or deemed made) and the performance of its obligations thereunder have been duly authorized by proper limited liability company or other applicable proceedings, and the Loan Documents to which the Borrower is a party constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (whether enforcement is sought at equity or in law).

5.3 No Conflict; Government Consent. Neither the execution and delivery by the Borrower of the Loan Documents, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will (i) violate or conflict with the Borrower's or any Material Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by laws, or operating or other management agreement, as the case may be, or (ii)(a) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower or any of its Material Subsidiaries or (b) contravene or conflict with the provisions of any indenture, instrument or agreement to which the Borrower or any of its Material Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the Property of the Borrower or a Material Subsidiary pursuant to the terms of any such indenture, instrument or agreement, except for any such violations, contraventions, conflicts or defaults which, individually and in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No material order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the Borrower or any of its Material Subsidiaries, is required to be obtained by the Borrower or any of its Material Subsidiaries in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and performance by the Borrower of the Obligations thereunder or the legality, validity, binding effect or enforceability of any of the Loan Documents.

5.4 Financial Statements. The annual consolidated financial statements of the Borrower and its Subsidiaries delivered pursuant to Section 6.1.1 were prepared in accordance with GAAP and fairly present in all material respects the consolidated financial condition and operations of the Borrower and its Subsidiaries at such date and the consolidated results of their operations for the year then ended.

5.5 Material Adverse Change. On and as of the Closing Date, since December 31, 2011, except as (i) disclosed in the SEC Reports or (ii) disclosed to the Agent prior to the Closing Date and set forth on Schedule 3, there shall have been no change in the business, Property, condition (financial or otherwise) or results of operations of the Borrower and its Subsidiaries, on a consolidated basis, which has had or could be reasonably expected to have a Material Adverse Effect.

5.6 OFAC. None of the Borrower, any Subsidiary of the Borrower or any Affiliate of the Borrower is a Sanctioned Person or Sanctioned Entity. The proceeds of any Loan will not be used and have not been used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

5.7 Litigation. On and as of the Closing Date, except as (i) disclosed in the SEC Reports or (ii) disclosed to the Agent prior to the Closing Date and set forth on Schedule 4, there shall be no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their officers, threatened against or affecting the Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of the Credit Extension on the Closing Date.

5.8 Subsidiaries. Schedule 1 contains an accurate list of all Subsidiaries of the Borrower as of the date of this Agreement (as updated from time to time pursuant to Section 6.1.3), setting forth which Subsidiaries are Material Subsidiaries and which Subsidiaries are Excluded Subsidiaries and setting forth each Subsidiary's respective jurisdictions of organization and the percentage of their respective capital stock or other ownership interests owned by the Borrower or other Subsidiaries.

5.9 Margin Stock. Neither the Borrower nor any of its Subsidiaries is engaged principally or as one of its activities in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" (as each such term is defined or used, directly or indirectly, in Regulation U). No part of the proceeds of any of the Loans will be used for purchasing or carrying margin stock or for any purpose which violates the provisions of Regulation U or Regulation X.

5.10 [Intentionally Omitted].

5.11 Investment Company Act. Neither the Borrower nor any Subsidiary is an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

ARTICLE VI

COVENANTS

During the term of this Agreement, unless the Required Lenders shall otherwise consent in writing:

6.1 Financial Reporting. The Borrower will maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance with Agreement Accounting Principles, and furnish to the Agent:

6.1.1 Within ninety (90) days after the close of each of its fiscal years, financial statements prepared in accordance with GAAP on a consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period, statements of income and statements of cash flows, setting forth in comparative form figures for the preceding fiscal year, accompanied by an audit report, consistent with the requirements of the Securities and Exchange Commission, of a nationally recognized firm of independent public accountants or other independent public accountants reasonably acceptable to the Required Lenders.

6.1.2 Within forty-five (45) days after the close of the first three quarterly periods of each of its fiscal years, financial statements prepared in accordance with GAAP (other than with regard to the absence of footnotes and subject to changes resulting from audit and normal year-end audit adjustments to same) on a consolidated basis for itself and its Subsidiaries, including, consolidated unaudited balance sheets as at the close of each such period and consolidated unaudited statements of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, in each case setting forth in comparative form figures for the corresponding period of the preceding fiscal year, and accompanied by a certificate of the chief financial officer or treasurer of the Borrower to the effect that such quarterly financial statements fairly present in all material respects the financial condition of the Borrower and its Subsidiaries on a consolidated basis as of their respective dates and have been prepared in accordance with GAAP (other than with regard to the absence of footnotes and, subject to changes resulting from audit and normal year-end audit adjustments to same).

6.1.3 Together with the financial statements required under Sections 6.1.1 and 6.1.2, (i) a compliance certificate in substantially the form of Exhibit A signed by an Authorized Officer (a) showing the calculations necessary to determine compliance with Section 6.14, (b) stating that no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof and (c) updating Schedule 1 with respect to its Subsidiaries, Material Subsidiaries and Excluded Subsidiaries, if appropriate and (ii) such financial information as reasonable requested by the Agent, including, but not limited to consolidating financial statements, as is necessary to account for Non-Recourse Indebtedness and Excluded EBITDA for purposes of determining the Consolidated Leverage Ratio.

6.1.4 If requested, within 305 days after the close of each fiscal year of the Borrower, a copy of the actuarial report showing the Unfunded Liabilities of each Single Employer Plan as of the valuation date occurring in such fiscal year, certified by an actuary enrolled under ERISA.

6.1.5 As soon as possible and in any event within ten (10) days after an Authorized Officer knows that any Reportable Event has occurred with respect to any Plan that could reasonably be expected to have a Material Adverse Effect, a statement, signed by an Authorized Officer, describing said Reportable Event and the action which the Borrower proposes to take with respect thereto.

6.1.6 From time to time such additional information regarding the financial position or business of the Borrower and its Subsidiaries as the Agent, at the request of any Lender, may reasonably request, including the support for any pro forma calculations hereunder.

6.1.7 Promptly upon the filing thereof, copies of all registration statements (other than any registration statement on Form S-8 and any registration statement in connection with a dividend reinvestment plan, shareholder purchase plan or employee benefit plan) and reports on form 10-K, 10-Q or 8-K (or their equivalents) which the Borrower or any of its Subsidiaries files with the Securities and Exchange Commission.

6.1.8 Promptly upon obtaining knowledge thereof, notice of any change in the Borrower's Debt Rating.

6.1.9 Promptly upon the request thereof, such other information and documentation required by bank regulatory authorities under applicable "know your customer" and Anti-Money Laundering rules and regulations (including the Act), as from time to time reasonably requested by the Agent or any Lender.

Information required to be delivered pursuant to these Sections 6.1.1, 6.1.2, 6.1.5 and 6.1.7 shall be deemed to have been delivered on the date on which the Borrower provides notice to the Agent that such information has been posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's SyndTrak site or at another website identified in such notice and accessible by the Lenders without charge; provided that (i) such notice may be included in a certificate delivered pursuant to Section 6.1.3 and such notice or certificate shall also be deemed to have been delivered upon being posted to the Borrower's SyndTrak site or such other website and (ii) the Borrower shall deliver paper copies of the information referred to in Sections 6.1.1, 6.1.2, 6.1.5 and 6.1.7 to any Lender which requests such delivery.

Notwithstanding anything herein to the contrary, so long as each Lender is a "Lender" under and as defined in the 2011 Credit Agreement, information delivered pursuant to Sections 6.1.1, 6.1.2, 6.1.5 and 6.1.7 of the 2011 Credit Agreement shall be deemed delivered under Sections 6.1.1, 6.1.2, 6.1.5 and 6.1.7 hereof, respectively; provided that, if any Lender shall cease to be a "Lender" under and as defined in the 2011 Credit Agreement, the Borrower shall be required to separately deliver such information pursuant to the terms of this Agreement, which information may be posted on the Securities and Exchange Commission website on the Internet at sec.gov, on the Borrower's IntraLinks site or at another website identified in such notice and accessible by the Lenders without charge.

6.2 Use of Proceeds. The Borrower will use the proceeds of the Credit Extension on the Closing Date to refinance existing indebtedness and for working capital and general corporate purposes of the Borrower and its Subsidiaries, including capital expenditures, permitted acquisitions, permitted investments, permitted distributions and the payment of Transaction Costs.

6.3 Notice of Default. The Borrower will deliver to the Agent within five (5) days after any Authorized Officer with responsibility relating thereto obtains knowledge of any Default or Unmatured Default and, if such Default or Unmatured Default is then continuing, a certificate of an Authorized Officer of the Borrower setting forth the details thereof and the action which the Borrower is taking or proposes to take with respect thereto.

6.4 Maintenance of Existence. The Borrower will preserve, renew and keep in full force and effect, and will cause each Material Subsidiary to preserve, renew and keep in full force and effect their respective corporate or other legal existence and their respective rights, privileges and franchises material to the normal conduct of their respective businesses; provided that nothing in this Section 6.4 shall prohibit (i) any transaction permitted pursuant to Section 6.10 or (ii) the termination of any right, privilege or franchise of the Borrower or any Material Subsidiary or of the corporate or other legal existence of any Material Subsidiary or the change in form of organization of the Borrower or any Material Subsidiary which could not reasonably be expected to result in a Material Adverse Effect.

6.5 Taxes. The Borrower will, and will cause each Material Subsidiary to file all United States federal tax returns and all other material tax returns which are required to be filed. The Borrower will, and will cause each Material Subsidiary to, pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except (i) where the failure to pay could not reasonably be expected to result in a Material Adverse Effect or (ii) those which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are maintained in accordance with GAAP.

6.6 Insurance. The Borrower will, and will cause each Material Subsidiary to, maintain with financially sound and reputable insurance companies insurance on their Property in such amounts, subject to such deductibles and self-insurance retentions, and covering such risks as is consistent with sound business practice, and the Borrower will furnish to the Agent upon request full information as to the insurance carried.

6.7 Compliance with Laws. The Borrower will, and will cause each Material Subsidiary to, comply in all material respects with all laws, statutes, rules, regulations, orders, writs, judgments, injunctions, restrictions, decrees or awards of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property to which it may be subject including all Environmental Laws and all Applicable Laws involving transactions with, investments in or payments to Sanctioned Persons or Sanctioned Entities, except (i) where failure to so comply could not reasonably be expected to result in a material adverse effect on the ability of the Borrower to perform its obligations under this Agreement or (ii) the necessity of compliance therewith is being contested in good faith by appropriate proceedings.

6.8 Maintenance of Properties. Subject to Section 6.10, the Borrower will, and will cause each Material Subsidiary to keep its Property necessary and material to the operation of its business in good repair, working order and condition, ordinary wear and tear excepted.

6.9 Inspection; Keeping of Books and Records. The Borrower will, and will cause each Material Subsidiary to, permit the Agent and the Lenders, by their respective representatives and agents, to inspect any of the Property (subject to such physical security requirements as the Borrower or the applicable Material Subsidiary may reasonably require), to examine and make copies of the books of accounts and other financial records of the Borrower and each Material Subsidiary (except to the extent that such access is restricted by law or by a bona fide non-disclosure agreement not entered into for the purpose of evading the requirements of this Section), and to discuss the affairs, finances and accounts of the Borrower and each Material Subsidiary with, and to be advised as to the same by, their respective officers upon reasonable notice and at such reasonable times and intervals as the Agent or any Lender may designate; provided that with the exception of any such visit or inspection conducted during the continuance of a Default, such visits and inspections may be conducted no more frequently (in the aggregate among the Agent and the Lenders) than once in any twelve month period. The Borrower shall keep and maintain, and cause each of its Material Subsidiaries to keep and maintain, in all material respects, proper books of record and account in which entries shall be made of all dealings and transactions in relation to their respective businesses and activities in sufficient detail as may be required or as may be necessary to permit the preparation of financial statements in accordance with GAAP.

6.10 Fundamental Changes.

6.10.1 The Borrower will not, and will not permit any of its Material Subsidiaries to, (a) enter into any transaction of merger or (b) consolidate, liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution); provided, that as long as no Default or Unmatured Default exists and is continuing or would be caused thereby: (i) a Person (including a Subsidiary of the Borrower) may be merged or consolidated with or into the Borrower so long as (A) the Borrower shall be the continuing or surviving entity and (B) the Borrower remains liable for its obligations under this Agreement and all the rights and remedies hereunder remain in full force and effect, (ii) a Material Subsidiary may (A) merge or consolidate with or into another Subsidiary of the Borrower or (B) merge or consolidate with or into any other Person (other than the Borrower, which shall be governed by clause (i) of this Section) so long as either (x) such Material Subsidiary shall be the surviving entity of such merger or consolidation or (y) upon such merger or consolidation, such other Person would become a Material Subsidiary of the Borrower and (iii) the Borrower or any Subsidiary may otherwise take such action to the extent permitted by Section 6.10.2.

6.10.2 (a) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of all or substantially all of the assets of the Borrower and its Subsidiaries on a consolidated basis.

(b) The Borrower will not, and will not permit any of its Subsidiaries to, directly or indirectly, convey, sell, lease, transfer, or otherwise dispose of assets (including interests in any Person), businesses or operations of any Person; provided, that, subject to clause (a) above, (i) the Borrower and its Subsidiaries may enter into sales and leases of inventory in the ordinary course of business, (ii) the Borrower and its Subsidiaries may enter into leases of transportation capacity, storage capacity, and/or processing capacity in the ordinary course of business, (iii) the Borrower and its Subsidiaries may enter into conveyances, sales, leases, transfers, or other disposition of obsolete, surplus or unusable equipment in the ordinary course of its business and (iv) if no Default or Unmatured Default exists and is continuing or would be caused thereby, the Borrower and its Subsidiaries may convey sale, lease, transfer or dispose of other assets.

(c) Notwithstanding the foregoing clauses (a) and (b), nothing herein shall be deemed to prohibit (i) an IPO or (ii) the Borrower or any Subsidiary from conveying, selling, leasing, transferring, or otherwise disposing of any assets to any other Subsidiary or to the Borrower.

6.11 Indebtedness.

6.11.1 The Borrower shall not incur any Indebtedness unless after giving effect thereto the Borrower is in compliance with the financial covenant in Section 6.14 on a pro forma basis.

6.11.2 The Borrower will not permit its Subsidiaries (other than Excluded Subsidiaries) to create, assume or incur any Indebtedness except for the following:

(a) Indebtedness created under the Loan Documents, Indebtedness created under the 2011 Credit Agreement and Indebtedness existing on the Closing Date as set forth on Schedule 2 and extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date hereof.

(b) Indebtedness of any Subsidiary to the Borrower or any other Subsidiary.

(c) Unsecured Indebtedness of a Person that becomes a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date; provided that such Indebtedness was not incurred in contemplation of such Person becoming a Subsidiary, together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(d) Guarantees of Indebtedness of any Subsidiary by any other Subsidiary permitted hereunder.

(e) Indebtedness of any Subsidiary (or any Person that will become a Subsidiary (including by way of acquisition, merger or consolidation) after the Closing Date, provided that such Indebtedness is not incurred in contemplation of such entity becoming a Subsidiary) secured by a Lien permitted pursuant to Section 6.12.1, together with extensions, renewals and replacements of any such Indebtedness in a principal amount not in excess of that outstanding as of the date of such extension, renewal or replacement.

(f) Indebtedness in respect of Swap Agreements or credit support in respect thereof entered into the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

(g) Indebtedness in respect of a receivables securitization program in an aggregate amount not to exceed at any one time outstanding (when consolidated with the aggregate amount of receivables securitization debt outstanding as permitted Section 6.12.20) 5% of Consolidated Tangible Net Assets.

(h) Guarantees by any Subsidiary of Indebtedness of the Borrower (other than any such Indebtedness for which such Subsidiary is jointly and severally liable as a co-obligor pursuant to the terms thereof) to the extent such Subsidiary has guaranteed the Indebtedness of the Borrower under this Agreement on terms and conditions satisfactory to the Agent.

(i) Non-Recourse Indebtedness.

(j) Indebtedness in an aggregate amount not to exceed at any one time outstanding (when consolidated with the aggregate amount of secured debt outstanding as permitted by Section 6.12.23), the greater of (A) $200,000,000 and (B) 15% of Consolidated Tangible Net Assets.

6.12 Liens. The Borrower will not, nor will it permit any Material Subsidiary (other than an Excluded Subsidiary) to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or any of its Material Subsidiaries (other than Excluded Subsidiaries), except:

6.12.1 Any Lien securing Indebtedness, including a Capital Lease, incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving fixed or capital assets; provided that such Lien shall be created substantially simultaneously with or within 12 months after the acquisition thereof or the completion of the repair, construction or improvement thereof (including Liens in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any state thereof, or for the benefit of holders of securities issued by any such entity to finance any of the foregoing).

6.12.2 Any Lien on any asset of any Person existing at the time such company is merged or consolidated with or into the Borrower or any Subsidiary, or otherwise becomes a Subsidiary; provided that (i) such Liens existed at the time such Person became a Subsidiary and were not created in anticipation thereof, and (ii) any such Lien does not encumber any other property or assets of the Borrower or any of its Subsidiary (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

6.12.3 Any Lien existing on any asset prior to the acquisition thereof by the Borrower or a Subsidiary; provided that (i) such Liens existed at the time of such acquisition and were not created in anticipation thereof, and (ii) any such Lien does not encumber any other property or assets (other than additions thereto, proceeds thereof and property in replacement or substitution thereof).

6.12.4 Any Lien arising out of the refinancing, extension, renewal or refunding of any debt secured by any Lien permitted by any of the foregoing clauses or Section 6.12.1, 6.12.2, 6.12.3, 6.12.14, 6.12.15 or 6.12.19; provided that no such Lien shall encumber any additional assets (other than additions thereto and property in replacement or substitution thereof).

6.12.5 Liens for taxes, assessments or governmental charges or levies on its Property (i) not yet due or delinquent (after giving effect to any applicable grace period) or (ii) which are being contested in good faith and by appropriate proceedings if adequate reserves are maintained to the extent required by GAAP.

6.12.6 Liens imposed by law, such as landlords', carriers', warehousemen's, materialmen's, interest owner's of oil and gas production and mechanics' liens and other similar Liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or which are being contested in good faith by appropriate proceedings and for which adequate reserves are maintained in accordance with GAAP.

6.12.7 (i) Liens arising out of pledges or deposits, surety bonds or performance bonds, in each case relating to or under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation or (ii) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature or arising as a result of progress payments under government contracts, in each case incurred in the ordinary course of business.

6.12.8 Easements (including reciprocal easement agreements and utility agreements), reservations, rights-of-way, covenants, consents, encroachments, variations, charges, restrictions, survey exceptions and other similar encumbrances as to real property of the Borrower and its Subsidiaries which do not materially interfere with the conduct of the business of the Borrower or such Subsidiary conducted at the property subject thereto.

6.12.9 Liens arising by reason of any judgment, decree or order of any court or other governmental authority which do not result in a Default.

6.12.10 Liens on deposits required by any Person with whom the Borrower or any of its Subsidiaries enters into Swap Agreements or any credit support therefor, in each case, in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

6.12.11 Liens, including Liens imposed by Environmental Laws, that (i) do not secure Indebtedness, (ii) do not secure obligations in an aggregate amount exceeding $50,000,000 at any time that Investment Grade Status does not exist, and (iii) do not in the aggregate materially detract from the value of its assets (other than to the extent of such Lien) or materially impair the use thereof in the operation of its business.

6.12.12 deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

6.12.13 Liens securing Indebtedness of the Borrower to a Subsidiary or of a Subsidiary to the Borrower or another Subsidiary.

6.12.14 Liens created or assumed by the Borrower or a Subsidiary on any contract for the permitted sale of any product or service or any proceeds therefrom (including accounts and other receivables) or related to the operation or use of any acquired property and created not later than 18 months after the later of the date such acquisition or the commencement of full operation of such property.

6.12.15 Liens created by the Borrower or a Subsidiary on advance payment obligations by such Person to secure indebtedness incurred to finance advances for oil, gas hydrocarbon and other mineral exploration and development.

6.12.16 Liens securing obligations, neither assumed by the Borrower or any Subsidiary nor on account of which the Borrower or any Subsidiary customarily pays interest, upon real estate or under which the Borrower or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Borrower or any Subsidiary is the lessee of the whole thereof or any interest therein for the purpose of locating pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

6.12.17 Liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution and Liens of a collecting bank arising in the ordinary course of business under Section 4-210 of the Uniform Commercial Code in effect in the relevant jurisdiction.

6.12.18 Liens granted to the administrative agent, for the benefit of the lenders, in the "Facility LC Collateral Account" under (and as defined in) the 2011 Credit Agreement or pursuant to Section 2.20.13 of the 2011 Credit Agreement.

6.12.19 Liens existing on the Closing Date as set forth on Schedule 5.

6.12.20 Liens arising in connection with a receivables securitization program securing Indebtedness in an aggregate amount not to exceed at any one time outstanding (when consolidated with the aggregate amount of Indebtedness outstanding incurred by Subsidiaries of the Borrower permitted in Section 6.11.2(g)), 5% of Consolidated Tangible Net Assets.

6.12.21 Leases and subleases of real property owned or leased by the Borrower or any Subsidiary and not materially interfering with the ordinary conduct of the business of the Borrower and the Subsidiaries.

6.12.22 Cash collateral and other Liens securing obligations incurred in the ordinary course of its energy marketing business.

6.12.23 Liens not described in or otherwise permitted by Sections 6.12.1 through 6.12.22, inclusive, securing indebtedness in an aggregate amount not to exceed at any one time outstanding (when consolidated with the aggregate amount of Indebtedness outstanding incurred by Non-Excluded Subsidiaries of the Borrower permitted in Section 6.11.2(j)), the greater of (A) $200,000,000 and (B) 15% of Consolidated Tangible Net Assets.

6.13 **Affiliates**. The Borrower will not, and will not permit any Material Subsidiary to, directly or indirectly, enter into any transaction (including the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate (other than transactions between (i) the Borrower and any Non-Excluded Subsidiary, (ii) any Non-Excluded Subsidiary and another Non-Excluded Subsidiary or (iii) any Excluded Subsidiary and another Excluded Subsidiary) except upon fair and reasonable terms no less favorable to the Borrower or such Subsidiary than the Borrower or such Subsidiary would obtain in a comparable arms length transaction; provided, that this Section shall not prohibit (a) any Restricted Payment permitted under Section 6.16, (b) the provision by Borrower of credit support for Swap Agreements and other commodities contracts entered into by its Affiliates permitted hereunder, (c) intercompany loans by OGE to the Borrower and its Subsidiaries, (d) customary arrangements among Affiliates relating to the administrative or management services authorized by the Borrower's or such Subsidiary's organizational documents or board of directors or other governing body (or committee thereof), (e) equity investments by the Borrower and its Subsidiaries made after the Closing Date in any such Affiliates in an amount not to exceed $200,000,000, in the aggregate, at any one time (after giving effect to all returns of capital), (f) any transaction subject to the jurisdiction, approval, consent or oversight of any regulatory body or compliance with any applicable regulation, rule or guideline of any such regulatory body and (g) the transactions set forth on Schedule 6.

6.14 Consolidated Leverage Ratio.

6.14.1 Subject to Section 6.14.2, the Consolidated Leverage Ratio shall, as of the last day of each fiscal quarter of the Borrower, be less than or equal to 5.00 to 1.0; provided that, for the three fiscal quarter ends following any date that the Borrower and its Material Subsidiaries have consummated an acquisition that causes them to meet the definition of Significant Acquisition for the prior twelve month period (including the fiscal quarter in which the definition of Significant Acquisition was met) the Consolidated Leverage Ratio, as of the last day of each such fiscal quarter, shall instead be less than or equal to 5.50 to 1.0.

6.14.2 For purposes of calculating compliance with the financial covenant set forth in Section 6.14.1, Consolidated EBITDA may include, at Borrower's option, any Qualified Project EBITDA Adjustments as provided in the definition thereof.

6.15 Excluded Subsidiaries. The Borrower shall take such action as is necessary (including, at the Borrower's option, subject to Section 9.16, designating a Subsidiary that was previously an Excluded Subsidiary as a Non-Excluded Subsidiary and/or transferring assets from an Excluded Subsidiary to a Non-Excluded Subsidiary) to ensure that the aggregate assets owned by all Excluded Subsidiaries does not exceed, at any one time, 15% of consolidated assets of the Borrower and its Subsidiaries, as determined by the most recent balance sheet delivered by the Borrower pursuant to Section 6.1.

6.16 Restricted Payments. The Borrower shall not, and shall not permit its Subsidiaries to, make any Restricted Payments other than the following: (a) ratable distributions by Subsidiaries and joint ventures of the Borrower or its Subsidiaries, to the Borrower and/or to Subsidiaries of the Borrower and the other joint venturers therein, (b) ratable distributions paid only in common (non-preferential and non-redeemable) equity securities, (c) distributions in connection with stock option or other benefit plans for management and employees, (d) payment of management, marketing services, credit support and general and administrative fees and expenses in accordance with its governing documents and/or the other arrangements or agreements permitted by Section 6.13, and payment of or reimbursement for (or indemnification for) costs, fees and expenditures made or incurred for or on behalf of it or its Subsidiaries by any Person in connection with providing such services, and (e) if and to the extent that no Default then exists or would result therefrom, payment of monthly, quarterly and special distributions in amount not to exceed (i) the amount by which the Borrower's cash on hand exceeds its current and anticipated needs for maintenance capital expenditures, operating expenses, debt service and a reasonable contingency reserve (as determined from time to time by the Borrower's management in accordance with the Borrower's operating agreement) or (ii) after the occurrence of an IPO, and, to the extent relevant, if greater than the amount set forth in clause (i), the aggregate amount necessary to provide the Borrower's post-IPO managing member, taking into account such managing member's allocable portion of any such distribution, and any master limited partnership formed for purposes of an IPO with any shortfall in such master limited partnership's available cash to fund any periodic minimum distributions to such master limited partnership's unitholders; it being acknowledged that the Borrower may make borrowings under this Agreement to fund any permitted distribution.

6.17 Nature of Business. The Borrower and its Subsidiaries shall not engage in any business other than such business that is substantially the same as conducted by the Borrower and its Subsidiaries as of the Closing Date and other businesses in the energy industry reasonably related thereto (including the gathering, fractionation, distillation, marketing, processing, purchase, sale, storage, trading, treatment, and transportation of natural gas, natural gas liquids, crude oil, and their products).

ARTICLE VII

DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default:

7.1 Any representation or warranty made or deemed made by or on behalf of the Borrower under or in connection with this Agreement, the Credit Extension on the Closing Date, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be incorrect or untrue in any material respect when made or deemed made.

7.2 Nonpayment of (i) principal of any Loan when due, (ii) interest upon any Loan or of any fee under any of the Loan Documents within five (5) Business Days after the same becomes due or (iii) any other obligation or liability under this Agreement or any other Loan Document within thirty (30) days after the same becomes due.

7.3 (a) The breach by the Borrower of any of the terms or provisions of Section 6.2, 6.3 (provided that such Default shall be deemed automatically cured or waived upon the delivery of such notice or the cure or waiver of the related Unmatured Default or Default, as applicable), 6.4 (with respect

to the Borrower's or any Material Subsidiary's existence), 6.10, 6.11, 6.12, 6.13 or 6.14, (b) the breach by the Borrower of any of the terms or provisions of Section 6.1.1, 6.1.2, 6.1.3, or 6.1.8 which is not remedied within five (5) Business Days after written notice thereof is given by the Agent or a Lender to the Borrower or (c) the breach by the Borrower of any of the terms or provisions of Section 6.16 or 6.17 which is not remedied within five (5) Business Days after the earlier of (i) written notice is given to the Borrower by the Agent or a Lender and (ii) the date an Authorized Officer becomes aware of such Default.

7.4 The breach by the Borrower (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement which is not remedied within thirty (30) days after written notice thereof is given by the Agent or a Lender to the Borrower.

7.5 (a) Failure of the Borrower or any Material Subsidiary to pay when due (after any applicable grace period) any Material Indebtedness; (b) the Borrower or any Material Subsidiary shall default (after the expiration of any applicable grace period) in the observance or performance of any covenant or agreement relating to any Material Indebtedness and as a result thereof such Material Indebtedness shall be declared to be due and payable or required to be prepaid or repurchased (other than by a regularly scheduled payment) prior to the stated maturity thereof; provided that the foregoing shall not apply to any mandatory prepayment or optional redemption of any Indebtedness which would be required to be repaid in connection with the consummation of a transaction by the Borrower or any such Subsidiary not prohibited pursuant to this Agreement; or (c) the Borrower or any of its Material Subsidiaries shall not pay, or admit in writing its inability to pay, its debts generally as they become due.

7.6 The Borrower or any of its Material Subsidiaries shall (i) have an order for relief entered with respect to it under the Federal bankruptcy laws as now or hereafter in effect, (ii) make an assignment for the benefit of creditors, (iii) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any Substantial Portion of its Property, (iv) institute any proceeding seeking an order for relief under the Federal bankruptcy laws as now or hereafter in effect or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, (v) take any formal corporate or partnership action to authorize or effect any of the foregoing actions set forth in this Section 7.6, or (vi) fail to contest within the applicable time period any appointment or proceeding described in Section 7.7.

7.7 Without the application, approval or consent of the Borrower or any of its Material Subsidiaries, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Borrower or any of its Material Subsidiaries or any Substantial Portion of its Property, or a proceeding described in Section 7.6(iv) shall be instituted against the Borrower or any of its Material Subsidiaries and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of ninety (90) consecutive days.

7.8 A judgment or other court order for the payment of money in excess of $65,000,000 (net of any amounts paid or covered by independent third party insurance as to which the relevant insurance company does not dispute coverage) shall be rendered against the Borrower or any Material Subsidiary and such judgment or order shall continue without being vacated, discharged, satisfied or stayed or bonded pending appeal for a period of forty-five (45) days.

7.9 The Unfunded Liabilities of all Single Employer Plans could in the aggregate reasonably be expected to result in a Material Adverse Effect or any Reportable Event shall occur in connection with any Plan that could reasonably be expected to have a Material Adverse Effect.

7.10 Any Change in Control shall occur.

7.11 The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that it has incurred, pursuant to Section 4201 of ERISA, withdrawal liability to such Multiemployer Plan in an amount which, when aggregated with all other amounts required to be paid to Multiemployer Plans by the Borrower or any other member of the Controlled Group as withdrawal liability (determined as of the date of such notification), exceeds $65,000,000.

7.12 The Borrower or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in reorganization or is being terminated, within the meaning of Title IV of ERISA, if as a result of such reorganization or termination the aggregate annual contributions of the Borrower and the other members of the Controlled Group (taken as a whole) to all Multiemployer Plans which are then in reorganization or being terminated have been or will be increased, in the aggregate, over the amounts contributed to such Multiemployer Plans for the respective plan years of such Multiemployer Plans immediately preceding the plan year in which the reorganization or termination occurs by an amount exceeding $65,000,000.

7.13 Any material portion of this Agreement or any Note shall fail to remain in full force or effect or any action shall be taken by the Borrower to assert the invalidity or unenforceability of any such Loan Document.

ARTICLE VIII

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration/Remedies.

8.1.1 (i) If any Default described in Section 7.6 or 7.7 occurs with respect to the Borrower, the obligations of the Lenders to make Loans hereunder shall automatically terminate and the Obligations shall immediately become due and payable without any election or action on the part of the Agent or any Lender. If any other Default occurs, the Agent, upon the request of the Required Lenders, shall, or with the consent of the Required Lenders, may terminate or suspend the obligations of the Lenders to make Loans hereunder or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the Borrower hereby expressly waives.

(ii) If, after acceleration of the maturity of the Obligations or termination of the obligations of the Lenders to make Loans as a result of any Default (other than any Default as described in Section 7.6 or 7.7 with respect to the Borrower) and before any judgment or decree for the payment of the Obligations due shall have been obtained or entered, the Required Lenders (in their sole discretion) shall so direct, the Agent shall, by notice to the Borrower, rescind and annul such acceleration and/or termination.

8.1.2 In the event that the Obligations have been accelerated pursuant to Section 8.1.1, all payments received by the Lenders upon the Obligations and all net proceeds from the enforcement of the Obligations shall be applied:

FIRST, to the payment of all reasonable out of pocket costs and expenses (including reasonable attorneys' fees) of the Agent and the Lenders in connection with enforcing the rights of the Lenders under the Loan Documents, pro rata as set forth below;

SECOND, to the payment of all accrued interest payable to the Lenders hereunder, pro rata as set forth below;

THIRD, to the payment of the outstanding principal amount of the Loans, pro rata, as set forth below;

FOURTH, to all other obligations which shall have become due and payable under the Loan Documents and not repaid pursuant to clauses "FIRST" through "THIRD" above; and

FIFTH, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; and (b) subject to Section 2.24.1(ii), each of the Lenders shall receive an amount equal to its Pro Rata Share of amounts available to be applied.

8.2 Amendments. Subject to the provisions of this Section 8.2, the Required Lenders (or the Agent with the consent in writing of the Required Lenders) and the Borrower may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrower hereunder or waiving any Default hereunder; provided that no such supplemental agreement shall, without the consent of all of the Lenders affected thereby:

8.2.1 Except as specifically provided in this Agreement, extend the final maturity of any Loan or forgive all or any portion of the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon (other than a waiver or rescission of the application of the default rate of interest pursuant to Section 2.11 or an acceleration pursuant to Section 8.1).

8.2.2 Reduce the percentage specified in the definition of Required Lenders or any other percentage of Lenders specified to be the applicable percentage in this Agreement to act on specified matters or amend the definition of "Pro Rata Share".

8.2.3 Except as specifically provided in this Agreement, (i) extend the Termination Date, or (ii) increase the amount of the Commitment of any Lender hereunder, or (iii) permit the Borrower to assign its rights or obligations under this Agreement.

8.2.4 Amend this Section 8.2 or Section 7.2, 8.1.2 or 9.6 or Article XI.

No amendment of any provision of this Agreement relating to the Agent shall be effective without the written consent of the Agent. The Agent may waive payment of the fee required under Section 12.3.3 without obtaining the consent of any other party to this Agreement.

8.3 Preservation of Rights. The enumeration of the rights and remedies of the Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under

the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Default. No course of dealing between the Borrower, the Agent and the Lenders or their respective agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Loan Documents or to constitute a waiver of any Default. No waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 8.2, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations (other than contingent indemnification obligations) have been paid in full.

ARTICLE IX

GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties of the Borrower contained in this Agreement shall survive the making of the Credit Extension on the Closing Date as herein contemplated.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. The Loan Documents embody the entire agreement and understanding among the Borrower, the Agent and the Lenders and supersede all prior agreements and understandings among the Borrower, the Agent and the Lenders relating to the subject matter thereof.

9.5 Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns; provided, that the parties hereto expressly agree that the Arranger shall enjoy the benefits of the provisions of Sections 9.6 and 9.10 to the extent specifically set forth therein and shall have the right to enforce such provisions on its own behalf and in its own name to the same extent as if it were a party to this Agreement.

9.6 Expenses; Indemnification. (i) The Borrower shall reimburse the Agent and the Arranger for any reasonable costs, internal charges and out-of-pocket expenses (including reasonable fees and time charges of attorneys and paralegals for the Agent, which attorneys may be employees of the Agent and reasonable expenses of and fees for other advisors and professionals engaged by the Agent or the Arranger) paid or incurred by the Agent or the Arranger in connection with the investigation, preparation, negotiation, documentation, execution, delivery, syndication, distribution (including via the internet), review, amendment, modification and administration of the Loan Documents; provided that the Borrower shall not be required to pay for more than one (1) counsel for the Agent and the Arranger absent

an actual or perceived conflict of interest with the Agent. The Borrower also agrees to reimburse the Agent, the Co-Syndication Agents, the Documentation Agent, the Arranger and the Lenders for any costs, internal charges and out-of-pocket expenses (including attorneys' and paralegals' fees and time charges and expenses of attorneys and paralegals for the Agent, the Co-Syndication Agents, the Documentation Agent, the Co-Syndication Agents, the Documentation Agent, the Arranger and the Lenders, which attorneys and paralegals may be employees of the Agent, the Arranger or the Lenders) paid or incurred by the Agent, the Co-Syndication Agents, the Documentation Agent, the Arranger or any Lender in connection with the collection and enforcement of the Loan Documents.

(ii) The Borrower hereby further agrees to indemnify the Agent, the Co-Syndication Agents, the Documentation Agent, the Arranger, each Lender, their respective affiliates, and each of their directors, officers and employees (each such Person being called an "Indemnitee") against all losses, claims, damages, penalties, judgments, liabilities and expenses (including all expenses of litigation or preparation therefor whether or not such Indemnitee is a party thereto, and all reasonable attorneys' and paralegals' fees, reasonable time charges and reasonable expenses of attorneys and paralegals of such Indemnitee, which attorneys and paralegals may or may not be employees of such Indemnitee) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of the Credit Extension hereunder except to the extent such losses, claims, damages, penalties, judgments, liabilities or expenses (1) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or (2) result from a claim not involving an act or omission by the Borrower or any of its Affiliates or its Affiliates' officers, directors, employees or equityholders (other than subject to clause (1) of this proviso) that is brought by an Indemnitee against any other Indemnitee (other than any action, suit or claim against the Agent and/or the Arranger in their capacities as such). The obligations of the Borrower under this Section 9.6 shall survive the termination of this Agreement. In no event shall this clause (ii) operate to expand the obligations of the Borrower under the first sentence of clause (i) above to require the Borrower to reimburse or indemnify the Lenders, the Co-Syndication Agents or the Documentation Agent for any amounts of the type described therein.

9.7 Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders, to the extent that the Agent deems necessary.

9.8 Accounting. Except as provided to the contrary herein, all accounting terms used in the calculation of any financial covenant or test shall be interpreted and all accounting determinations hereunder in the calculation of any financial covenant or test shall be made in accordance with Agreement Accounting Principles.

9.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10 Nonliability; Waiver of Consequential Damages. The relationship between the Borrower on the one hand and the Lenders and the Agent on the other hand shall be solely that of

borrower and lender. Neither the Agent nor the Arranger or Lender shall have any fiduciary responsibilities to the Borrower. Neither the Agent nor the Arranger or Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. The Borrower agrees that neither the Agent nor the Arranger or Lender shall have liability to the Borrower (whether sounding in tort, contract or otherwise) for losses suffered by the Borrower in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless such losses resulted from the gross negligence, willful misconduct or bad faith of the party from which recovery is sought. Each party hereto agrees that no other party hereto shall have any liability with respect to, and each party hereto hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by such Person in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby; provided that this waiver shall in no way limit the Borrower's indemnification obligations in Section 9.6(ii) to the extent of any third-party claim for any of the foregoing.

9.11 Confidentiality. Each of the Agent and the Lenders agrees that any Information (as defined below) delivered or made available to it shall (i) be kept confidential, (ii) be used solely in connection with evaluating, approving, structuring, administering or enforcing the credit facility contemplated hereby and (iii) not be provided to any other Person; provided that nothing in clauses (i) and (iii) above shall prevent the Agent or any Lender from disclosing such information (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and other representatives in connection herewith (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by, or required to be disclosed to, any rating agency, or regulatory or similar authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies under this Agreement or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, Participant or proposed Participant or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower, (h) to Gold Sheets and other similar bank trade publications, such information to consist of deal terms and other information customarily found in such publications, or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower, its Affiliates or any of the foregoing's, employees, officers, equityholders, directors, attorneys, partners or agents and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any) or (j) to governmental regulatory authorities in connection with any regulatory examination of the Agent or any Lender or in accordance with the Agent's or any Lender's regulatory compliance policy if the Agent or such Lender deems necessary for the mitigation of claims by those authorities against the Agent or such Lender or any of its subsidiaries or affiliates; provided that in the case of any disclosure made pursuant to clause (b), (c) or (j), the disclosing party shall (to the extent practicable and to the extent legally permitted to do so) notify the Borrower thereof sufficiently in advance thereof to permit the Borrower to contest the need for such disclosure. For purposes of this Section, "Information" means all information received from the Borrower (including, for all purposes of this definition, any of its Affiliates or any of their respective officers, directors, employees, equityholders, partners or agents) relating to the Borrower or any Affiliate thereof or any of their respective businesses, assets, properties, operations,

products, results or condition (financial or otherwise) other than (i) any such information that is received by the Agent or any Lender from a source other than the Borrower and which is not known to be subject to a duty of confidentiality to the Borrower or its Affiliates (unless and until such Person is made aware of the confidential nature of such information, if any), (ii) information that is publicly available other than as a result of the breach of a duty of confidentiality by such Person or its Related Parties or by another Person known by any of the foregoing to be subject to such a duty of confidentiality, (iii) information already known to or, other than information described in clause (i) above, in the possession of the Agent or any Lender prior to its disclosure by the Borrower, or (iv) information that is independently developed, discovered or arrived at by the Agent or any Lender. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

9.12 Lenders Not Utilizing Plan Assets. Each Lender represents and warrants that none of the consideration used by such Lender to make its Loans constitutes for any purpose of ERISA or Section 4975 of the Code assets of any "plan" as defined in Section 3(3) of ERISA or Section 4975 of the Code and the rights and interests of such Lender in and under the Loan Documents shall not constitute such "plan assets" under ERISA.

9.13 Nonreliance. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U) for the repayment of the Credit Extension provided for herein.

9.14 Disclosure. The Borrower and each Lender hereby acknowledge and agree that JPMCB and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with the Borrower and its Affiliates.

9.15 USA Patriot Act. The Agent and each Lender hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act.

9.16 Excluded Subsidiaries. The Borrower shall have the right, at any time with prior written notice to the Agent, to (i) designate any Subsidiary as an Excluded Subsidiary in accordance with the requirements of such definition or (ii) remove any Subsidiary from being an Excluded Subsidiary; provided that with respect to any Subsidiary, after the second designation of such Subsidiary as a Non-Excluded Subsidiary from an Excluded Subsidiary, such Subsidiary may not be re-designated as an Excluded Subsidiary at a later date.

ARTICLE X

THE AGENT

10.1 Appointment and Authority. Each of the Lenders hereby irrevocably designates and appoints JPMCB to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent and the Lenders, and neither the Borrower nor any Subsidiary thereof shall have rights as a third party beneficiary of any of such provisions.

10.2 Rights as a Lender. The Person serving as the Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Agent hereunder and without any duty to account therefor to the Lenders.

10.3 Exculpatory Provisions. The Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Agent:

10.3.1 shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

10.3.2 shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability or that is contrary to any Loan Document or Applicable Law; and

10.3.3 shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity.

The Agent shall not be liable for any action taken or not taken by it (i) as to any Lender, with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 8.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final nonappealable judgment. The Agent shall be deemed not to have knowledge of any Default or Unmatured Default unless and until notice describing such Default or Unmatured Default is given to the Agent by the Borrower or a Lender.

The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Unmatured Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Agent.

10.4 Reliance by the Agent. The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution)

reasonably believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless the Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.5 Delegation of Duties. The Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents selected and appointed by the Agent with reasonable care. The Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facility evidenced hereby as well as activities as Agent.

10.6 Resignation of Agent.

The Agent may at any time give not less than 45 days' prior written notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower (and so long as no Default shall have occurred and be continuing, subject to the approval of the Borrower, such approval not to be unreasonably withheld or delayed, to appoint a successor from among the Lenders, which shall be a bank with an office in the United States having capital and retained earnings of at least $100,000,000, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor Agent meeting the qualifications set forth above provided that if the Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Agent as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrower to a successor Agent shall be the same as those (if any) payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.6 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent. In the event that there is a successor to the Agent by merger, or the Agent assigns its duties and obligations to an Affiliate pursuant to this Section 10.6, then the term "Prime Rate" as used in this Agreement shall mean the prime rate, base rate or other analogous rate of the new Agent.

10.7 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties

and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.8 No Other Duties, etc. Anything herein to the contrary notwithstanding, none of the Co-Syndication Agents, the Documentation Agent or the Arranger listed on the cover page or signature pages hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Agent or a Lender hereunder.

10.9 [Intentionally Omitted].

10.10 Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Agent, the Co-Syndication Agents and the Documentation Agent ratably in proportion to the Lenders' Pro Rata Shares of the Aggregate Commitment (or, if the Aggregate Commitment has been terminated, of the Outstanding Credit Exposure) for any amounts not reimbursed by the Borrower (i) for which the Agent, any Co-Syndication Agent or the Documentation Agent is entitled to reimbursement by the Borrower under the Loan Documents, (ii) for any other expenses incurred by the Agent, any Co-Syndication Agent or the Documentation Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including for any expenses incurred by the Agent or any Co-Syndication Agent in connection with any dispute between the Agent or any Co-Syndication Agent and any Lender or between two or more of the Lenders) and (iii) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent, any Co-Syndication Agent or the Documentation Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including for any such amounts incurred by or asserted against the Agent, any Co-Syndication Agent or the Documentation Agent in connection with any dispute between the Agent, any Co-Syndication Agent, the Documentation Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents; provided that (i) no Lender shall be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification and (ii) any indemnification required pursuant to Section 3.4 shall, notwithstanding the provisions of this Section 10.10, be paid by the relevant Lender in accordance with the provisions thereof. The obligations of the Lenders under this Section 10.10 shall survive payment of the Obligations and termination of this Agreement.

10.11 Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law, the Lenders hereby agree that the Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise for and on behalf of the Lenders:

10.11.1 to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agent and their respective agents and counsel and all other amounts due the Lenders and the Agent under Section 9.6) allowed in such judicial proceeding; and

10.11.2 to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Agent and, in the event that the Agent shall consent to the making of such payments directly to the Lenders, to pay to the Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agent and its agents and counsel, and any other amounts due the Agent under Section 9.6.

ARTICLE XI

SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under Applicable Law, from and after the date that the Obligations have been accelerated pursuant to Section 8.1.1 (and for so long as such acceleration has not been rescinded by the Required Lenders), any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations owing to such Lender; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 2.24 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender agrees to notify the Borrower and the Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Outstanding Credit Exposure (other than payments received pursuant to Section 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Aggregate Outstanding Credit Exposure held by the other Lenders so that after such purchase each Lender will hold its Pro Rata Share of the Aggregate Outstanding Credit Exposure. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their respective Pro Rata Shares of the Aggregate Outstanding Credit Exposure. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower, the Agent and the Lenders and their respective successors and assigns permitted hereby, except that (i) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents without the prior written consent of each Lender, (ii) any assignment by any Lender must be made in compliance with Section 12.3, and (iii) any transfer by participation must be made in compliance with Section 12.2. Any attempted assignment or transfer by any party not made in compliance with this Section 12.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 12.3.3. The parties to this Agreement acknowledge that clause (ii) of this Section 12.1 relates only to absolute assignments and this Section 12.1 does not prohibit assignments creating security interests, including any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 12.3. The Agent may treat each Lender which made the Credit Extension hereunder or which holds any Note as the owner thereof for all purposes hereof unless and until such Lender complies with Section 12.3; provided that the Agent may in its discretion (but shall not be required to) follow instructions from the Lender which made the Credit Extension hereunder or which holds any Note to direct payments relating to such Credit Extension or Note to another Person. Any assignee of the rights to the Credit Extension or any Note agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Lender, who at the time of making such request or giving such authority or consent is the owner of the rights to the Credit Extension (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Credit Extension.

12.2 Participations.

12.2.1 Permitted Participants; Effect. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Agent, sell participations to any Person (other than a natural Person, the Borrower or any of the Borrower's Affiliates or Subsidiaries or, unless a Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement and the other Loan Documents, if any, shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) such Lender shall remain the owner of its Outstanding Credit Exposure and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents and all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interest and (iv) the Borrower, the Agent and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.10 with respect to any payments made by such Lender to its Participant(s).

12.2.2 Voting Rights. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve, without the consent of any Participant, any amendment, modification

or waiver of any provision of this Agreement other than any amendment, modification or waiver with respect to the Credit Extension or Commitment in which such Participant has an interest which would require consent of all of the Lenders pursuant to the terms of Section 8.2.

12.2.3 Benefit of Certain Provisions. The Borrower further agrees that each Participant shall be entitled to the benefits of Sections 3.1, 3.2, 3.4 and 3.5 (subject to the requirements and limitations therein, including the requirements under Section 3.5.7 (it being understood that the documentation required under Section 3.5.7 shall be delivered to the participating Lender who shall deliver such documentation to the Borrower and the Agent)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 12.3; provided that such Participant (A) agrees to be subject to the provisions of Section 3.7 as if it were an assignee under Section 12.3; and (B) shall not be entitled to receive any greater payment under Section 3.1 or 3.5, with respect to any participation, than its participating Lender would have been entitled to receive. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use commercially reasonable efforts to require such Participant comply with the provisions of Sections 2.19 and 3.7 as if it were a Lender and to cooperate with the Borrower in enforcing such provisions against such Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.1 as though it were a Lender; provided that such Participant agrees to be subject to Section 11.2 as though it were a Lender.

12.2.4 Participant Register. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

12.3 Assignments.

12.3.1 Permitted Assignments. Any Lender may at any time assign to one or more Eligible Assignees all or any part of its rights and obligations under the Loan Documents. Such assignment shall be substantially in the form of Exhibit B or in such other form as may be agreed to by the parties thereto. Each such assignment with respect to an Eligible Assignee which is not a Lender or an Affiliate of a Lender or an Approved Fund shall either be in an amount equal to the entire applicable Commitment and Outstanding Credit Exposure of the assigning Lender or (unless each of the Borrower and the Agent otherwise consents) be in an aggregate amount not less than $5,000,000. The amount of the assignment shall be based on the Commitment or Outstanding Credit Exposure (if the Commitment has been terminated) subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the assignment. Each partial assignment made by a Lender shall be made as an assignment of a proportionate part of all of such Lender's rights and obligations under this Agreement with respect to the Loans and Commitments assigned.

12.3.2 Consents. The consent of the Agent shall be required prior to an assignment becoming effective; provided that the consent of the Agent shall not be required for any assignment to a Person that is a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender. The consent of the Borrower shall be required prior to an assignment becoming effective unless (i) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund or (ii) a Default has occurred and is continuing; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Agent within fifteen (15) days after having received notice thereof. Any consent required under this Section 12.3.2 shall not be unreasonably withheld or delayed.

12.3.3 Effect; Effective Date. Upon (i) delivery to the Agent of an assignment pursuant to Section 12.3.1, together with any consents required by Section 12.3.2, (ii) payment of a $3,500 fee to the Agent for processing such assignment (unless such fee is waived by the Agent) and (iii) the documents required by Section 3.5, such assignment shall become effective on the effective date specified in such assignment. The assignment shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the Commitment and Outstanding Credit Exposure under the applicable assignment agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the Commitment and Outstanding Credit Exposure assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that no assignment by a Defaulting Lender will constitute or effect a waiver or release of any claim of any party arising from such Lender being a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 12.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 12.3.3, the transferor Lender, the Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Loans be evidenced by Notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrower of the Notes (if any) held by the transferor Lender, new Notes or, as appropriate, replacement Notes are issued to such transferor Lender, if applicable, and new Notes or, as appropriate, replacement Notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments (or if the Aggregate Commitment has been terminated, their respective Outstanding Credit Exposure), as adjusted pursuant to such assignment.

12.3.4 Register. The Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower (and the Borrower hereby designates the Agent to act in such capacity), shall maintain at one of its offices a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error,

and the Borrower, the Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

12.3.5 No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B) or (C) unless a Default has occurred and is continuing, (x) any competitor of the Borrower or any of its Subsidiaries or (y) any other company engaged in the business of selling or distributing energy products; provided that this clause (y) shall not apply to any financial institution solely as a result of such Person trading in commodity products.

12.3.6 No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

12.3.7 Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent and each Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

12.4 Dissemination of Information. The Borrower authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the Borrower and its Subsidiaries; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11.

12.5 Tax Certifications. If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 3.5.

ARTICLE XIII

NOTICES

13.1 Notices. Except as otherwise permitted by Section 2.14, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (x) in the case of the Borrower, the Lenders or the Agent, at its address or facsimile number set forth on the signature pages hereof or, (y) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Agent and the Borrower in accordance with the provisions of this Section 13.1. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that, subject to Section 2.14, notices to the Agent under Article II shall not be effective until received.

13.2 Change of Address. The Borrower, the Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

ARTICLE XV

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

15.1 CHOICE OF LAW. UNLESS OTHERWISE EXPRESSLY SET FORTH THEREIN, THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

15.2 CONSENT TO JURISDICTION. THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER, THE AGENT AND EACH LENDER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN

INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE BORROWER AGAINST THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

15.3 WAIVER OF JURY TRIAL. THE BORROWER, THE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Borrower, the Lenders and the Agent have executed this Agreement as of the date first above written.

BORROWER: ENOGEX LLC

By: /s/ E. Keith Mitchell
Name: E. Keith Mitchell
Title: President

Address:
321 N. Harvey
Oklahoma City, OK 73101

Attention: Max J. Myers
Phone: (405) 553-3041
Facsimile: (405) 553-3743

AGENT AND THE LENDERS: JPMORGAN CHASE BANK, N.A., as Agent and as a Lender

By: /s/ Nancy R. Barwig
Name: Nancy R. Barwig
Title: Credit Executive

Address:
10 South Dearborn, Floor 09
Chicago, IL, 60603-2300

Attention: Michael K. Murphy
Phone: (312) 732-1743
Facsimile: (312) 732-1742

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Documentation Agent and as a Lender

By: /s/ Megan Figueroa
Name: Megan Figueroa
Title: Assistant Vice President

Address:
301 S. College St., 15th Floor
MAC D1053-150
Charlotte, NC 28202

Attention: Power and Utilities Group
Phone: (704) 374-4062
Facsimile: (704) 715-1486

UNION BANK, N.A., as a Co-Syndication Agent and as a Lender

By: /s/ Michael Agrimis
Name: Michael Agrimis
Title: Vice President

Address:
445 South Figueroa Street, 15th Floor
Los Angeles, CA 90071

Attention: Michael Agrimis
Phone: (213) 236-5784
Facsimile: (213) 236-4096

U.S. BANK NATIONAL ASSOCIATION, as a Co-Syndication Agent and as a Lender

By: /s/ John M. Eyerman
Name: John M. Eyerman
Title: Vice President

Address:
209 S. LaSalle, 4th Floor
Chicago, IL 60604

Attention: John M. Eyerman
Phone: 312-325-2032
Facsimile: 312-325-2001

COMMITMENT SCHEDULE

LENDER	COMMITMENT
JPMorgan Chase Bank, N.A.	$70,000,000
Wells Fargo Bank, National Association	$60,000,000
Union Bank, N.A.	$60,000,000
U.S. Bank National Association	$60,000,000
AGGREGATE COMMITMENT	$250,000,000.00

PRICING SCHEDULE

APPLICABLE MARGIN	LEVEL I STATUS	LEVEL II STATUS	LEVEL III STATUS	LEVEL IV STATUS	LEVEL V STATUS
Eurodollar Rate	1.25%	1.375%	1.50%	1.75%	2.00%
Floating Rate	0.25%	0.375%	0.50%	0.75%	1.00%

"Fitch Rating" means, at any time, the rating issued by Fitch and then in effect with respect to the Borrower's senior unsecured long-term debt securities without third-party credit enhancement.

"Level I Status" exists at any date if, on such date, the Borrower has or is deemed pursuant to the last paragraph of this Pricing Schedule to have at least two of the following ratings: a Moody's Rating of Baa1 or better, a Fitch Rating of BBB+ or better or a S&P Rating of BBB+ or better.

"Level II Status" exists at any date if, on such date, (i) the Borrower has not qualified for Level I Status and (ii) the Borrower has or is deemed pursuant to the last paragraph of this Pricing Schedule to have at least two of the following ratings: a Moody's Rating of Baa2 or better, a Fitch Rating of BBB or better or a S&P Rating of BBB or better.

"Level III Status" exists at any date if, on such date, (i) the Borrower has not qualified for Level I Status or Level II Status and (ii) the Borrower has or is deemed pursuant to the last paragraph of this Pricing Schedule to have at least two of the following ratings: a Moody's Rating of Baa3 or better, a Fitch Rating of BBB- or better or a S&P Rating of BBB- or better.

"Level IV Status" exists at any date if, on such date, (i) the Borrower has not qualified for Level I Status, Level II Status or Level III Status and (ii) the Borrower has or is deemed pursuant to the last paragraph of this Pricing Schedule to have at least two of the following ratings: a Moody's Rating of Ba1 or better, a Fitch Rating of BB+ or better or a S&P Rating of BB+ or better.

"Level V Status" exists at any date if, on such date, the Borrower has not qualified for Level I Status, Level II Status, Level III Status or Level IV Status.

"Moody's Rating" means, at any time, the rating issued by Moody's and then in effect with respect to the Borrower's senior unsecured long-term debt securities without third-party credit enhancement.

"S&P Rating" means, at any time, the rating issued by S&P, and then in effect with respect to the Borrower's senior unsecured long-term debt securities without third-party credit enhancement.

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status.

The Applicable Margin shall be determined in accordance with the foregoing table based on the Borrower's Status as determined from its then-current Moody's Rating, Fitch Rating and S&P Rating. The credit rating in effect on any date for the purposes of this Schedule is that in effect at the close of business on such date. The Borrower shall at all times maintain a rating from at least two of Moody's, Fitch and S&P. If at any time the Borrower does not have a rating from at least two of Moody's, Fitch and S&P, Level V Status shall exist.

Notwithstanding the foregoing, if the Borrower is split-rated and (i) two ratings are equal and higher than the third, the higher rating will apply, (ii) two ratings are equal and lower than the third, the lower rating will apply, (iii) no ratings are equal, the intermediate rating will apply. In the event that the Borrower shall maintain ratings from only two of Moody's, Fitch and S&P and the Borrower is split-rated and (x) the ratings differential is one level, the higher rating will apply (and both ratings will be deemed to be at the higher level) and (y) the ratings differential is two levels or more, then the rating which is one level lower than the higher rating will apply (and both ratings will be deemed to be at the higher level).

SCHEDULE 1

SUBSIDIARIES
(See Section 5.8)

Name of Subsidiary	Jurisdiction of Organization	Percentage of Ownership	Owner	Material Subsidiary	Excluded Subsidiary
Enogex Gathering & Processing LLC	Oklahoma	100%	Borrower	Yes	No
Enogex Energy Resources LLC (formerly known as OGE Energy Resources LLC)	Oklahoma	100%	Borrower	Yes	No
Enogex Gas Gathering LLC	Oklahoma	100%	Enogex Gathering & Processing LLC	Yes	No
Enogex Products LLC	Oklahoma	100%	Enogex Gathering & Processing LLC	Yes	No
Enogex Atoka LLC	Oklahoma	100%	Enogex Gathering & Processing LLC	No	No
Roger Mills Gas Gathering, LLC	Oklahoma	100%	Enogex Gathering & Processing LLC	No	No

SCHEDULE 2

INDEBTEDNESS
(See Section 6.11)

None.

SCHEDULE 3

MATERIAL ADVERSE CHANGE
(See Section 5.5)

None.

SCHEDULE 4

LITIGATION
(See Section 5.7)

None.

SECTION 5

LIENS
(See Section 6.12.19)

None.

SCHEDULE 6

AFFILIATE TRANSACTIONS
(See Section 6.13)

None.

EXHIBIT A

COMPLIANCE CERTIFICATE

To: The Lenders parties to the
Term Loan Agreement Described Below

This Compliance Certificate is furnished pursuant to that certain Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") by and among ENOGEX LLC (the "Borrower"), the lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as Agent for the Lenders. Unless otherwise defined herein, capitalized terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

THE UNDERSIGNED, THE OF THE BORROWER, HEREBY CERTIFIES IN [HIS][HER] CAPACITY AS SUCH THAT:

1. I am the duly elected of the Borrower;

2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Borrower and its Subsidiaries during the accounting period covered by the attached financial statements;

3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes a Default or Unmatured Default at the end of the accounting period covered by the attached financial statements or as of the date of this Certificate, except as set forth below; and

4. Schedule I attached hereto sets forth financial data and computations evidencing the Borrower's compliance with certain covenants of the Agreement.

5. [Schedule II attached hereto sets forth a revised Schedule 1 to the Agreement][To be attached to the annual statements if a new Subsidiary has been formed or acquired or if there has been any change in the status of Material Subsidiaries]

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Borrower has taken, is taking, or proposes to take with respect to each such condition or event:

_____

_____

_____

_____

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this day of , 201 .

Name:
Title:

SCHEDULE I TO COMPLIANCE CERTIFICATE

Compliance as of , with
Provisions of Section 6.14 of
the Agreement

SCHEDULE II TO COMPLIANCE CERTIFICATE

Subsidiary Information

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Term Loan Agreement identified below (as amended, the " Term Loan Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Term Loan Agreement, as of the Effective Date inserted by the Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Term Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the credit facility identified below, and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Term Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	_____ Assignor [is] [is not] a Defaulting Lender
2.	Assignee:	_____ [and is an Affiliate/Approved Fund of [identify Lender]][1]
3.	Borrower:	Enogex LLC
4.	Agent:	JPMorgan Chase Bank, N.A., as the agent under the Term Loan Agreement.
5.	Term Loan Agreement:	The Term Loan Agreement dated as of August 2, 2012 by and among Borrower, the Lenders party thereto, Agent and the other agents party thereto
6.	Assigned Interest:	

1 Select as applicable.

	Aggregate Amount of Commitment/Loans for all Lenders*	Amount of Commitment/ Loans Assigned*	Percentage Assigned of Commitment/Loans[2]
	$	$	%

7. Trade Date[3]: _____

Effective Date: , 201 [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER BY THE AGENT.]

* Amounts to be adjusted by the counterparties take into account any payments or prepayments made between the Trade Date and the Effective Date.

2 Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

3 To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]
By: _____
Name:
Title:

ASSIGNEE
[NAME OF ASSIGNEE]
By: _____
Name:
Title:

Consented to and Accepted:

JPMORGAN CHASE BANK,
N.A., as Agent
By: _____
Name:
Title:

[Consented to:

ENOGEX LLC
By: _____
Name:
Title:][4]

4 To be added only if the consent of the Borrower is required by the terms of the Term Loan Agreement

ANNEX 1
TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is [not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Term Loan Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Term Loan Agreement, (ii) it is an Eligible Assignee (subject to such consents, if any, as may be required under Section 12.3.2 of the Term Loan Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Term Loan Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) none of the funds, monies, assets or other consideration being used to make the purchase and assumption hereunder are "plan assets" as defined under ERISA and that its rights, benefits and interest in and under the Loan Documents will not be "plan assets" under ERISA, (v) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (vi) it has received a copy of the Term Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Sections 6.1.1 and 6.1.2 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vii) it has, independently and without reliance upon the Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (viii) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Term Loan Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest and other amounts) to the [Assignor] [5] for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

---

5 If assignment is being made pursuant to Section 2.19 of the Term Loan Agreement and the Borrower has made the payments required by such Section, the Assignor's portion of payments in respect of the Assigned Interest Shall be payable to the Borrower.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

[remainder of page intentionally left blank]

EXHIBIT C

NOTE

[Date]

ENOGEX LLC, a Delaware limited liability company (the "Borrower"), promises to pay to (the "Lender") on the Termination Date DOLLARS ($) or, if less, the aggregate unpaid principal amount of all Loans made by the Lender to the Borrower pursuant to Article II of the Agreement (as hereinafter defined), in immediately available funds at the main office of JPMorgan Chase Bank, N.A., as Agent, together with accrued but unpaid interest thereon. The Borrower shall pay interest on the unpaid principal amount hereof at the rates and on the dates set forth in the Agreement.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of each Loan and the date and amount of each principal payment hereunder.

This Note is one of the Notes issued pursuant to, and is entitled to the benefits of, the Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Borrower, the lenders party thereto, including the Lender, and JPMorgan Chase Bank, N.A., as Agent, to which Agreement reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Agreement.

Any assignment of this Note, or any rights or interest herein, may only be made in accordance with the terms and conditions of the Agreement. This Note is a registered Note and, as provided in the Agreement, the Borrower, the Agent and the Lenders may treat the person whose name is recorded in the Register as the owner hereof for all purposes, notwithstanding notice to the contrary. The entries in the Register shall be conclusive, absent manifest error.

This Note shall be governed by, and construed in accordance with, the laws of the State of New York.

ENOGEX LLC

By: _____
Name:
Title:

SCHEDULE OF LOANS AND PAYMENTS OF PRINCIPAL
TO
NOTE OF ENOGEX LLC,
DATED , 201

Date	Principal Amount of Loan	Maturity of Interest Period	Principal Amount Paid	Unpaid Balance

EXHIBIT D

[INTENTIONALLY OMITTED]

EXHIBIT E-1
FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among Enogex LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as agent (the "Agent").

Pursuant to the provisions of Section 3.5 of the Term Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loans (as well as any Note evidencing such Loans) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: , 201

EXHIBIT E-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among Enogex LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as agent (the "Agent").

Pursuant to the provisions of Section 3.5 of the Term Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

[NAME OF PARTICIPANT]

By: _____

Name:

Title:

Date: , 201

EXHIBIT E-3
FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among Enogex LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as agent (the "Agent").

Pursuant to the provisions of Section 3.5 of the Term Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

[NAME OF PARTICIPANT]

By: _____
Name:
Title:

Date: , 201

EXHIBIT E-4
FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Term Loan Agreement dated as of August 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), by and among Enogex LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as agent (the "Agent").

Pursuant to the provisions of Section 3.5 of the Term Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loans (as well as any Note evidencing such Loans) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loans (as well as any Note evidencing such Loans), (iii) with respect to the extension of credit pursuant to the Term Loan Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Agent and the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

[NAME OF LENDER]

By: _____
Name:
Title:

Date: , 201

Exhibit 10.4

ISSUING AND PAYING AGENCY AGREEMENT

THIS ISSUING AND PAYING AGENCY AGREEMENT, dated as of November 15, 2009 (the "Agreement"), is made by and between ENOGEX LLC, a limited liability company organized under the laws of the State of Delaware (the "Issuer"), and UMB BANK, N.A., a national banking association duly organized and existing under the laws of the United States, as issuing and paying agent (the "Issuing Agent"). Terms used and not defined herein but defined in the Notes (as hereinafter defined) have the meanings set forth in the Notes.

WITNESSETH:

SECTION 1. Appointment of Agent. The Issuer proposes to issue its 6.25% Senior Notes due 2020 (the "Notes"), initially in the aggregate principal amount of $250,000,000. As provided in Section 11 below, the series of Notes may be reopened and additional notes in excess of $250,000,000 may be issued. The Issuer and J.P. Morgan Securities Inc., Mitsubishi UFJ Securities (USA), Inc., Wells Fargo Securities, LLC, BNY Mellon Capital Markets, LLC, U.S. Bancorp Investments, Inc., KeyBanc Capital Markets Inc. and BOSC, Inc. (collectively, the "Initial Purchasers") have entered into a Purchase Agreement dated as of November 10, 2009, relating to the sale and purchase of the Notes. The Issuer hereby appoints the Issuing Agent to act, on the terms and conditions specified herein, as issuing and paying agent for the Notes.

SECTION 2. Note Form; Terms; Execution. The Notes shall be in substantially the form of Exhibit A hereto. The Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof and shall be redeemable by the Issuer prior to maturity as provided in the form of Note and shall bear interest as provided in the form of Note. Each Note shall be executed by the manual or facsimile signature of an Authorized Representative (as defined in Section 3 hereof) of the Issuer and shall be authenticated by the Issuing Agent.

SECTION 3. Authorized Representatives. From time to time, the Issuer will furnish the Issuing Agent with a certificate of the Issuer certifying the incumbency and specimen signatures of the Issuer's officers authorized to execute Notes on behalf of the Issuer by manual or facsimile signature (an "Authorized Representative"). Until the Issuing Agent receives a subsequent incumbency certificate of the Issuer, the Issuing Agent shall be entitled to rely on the last such certificate delivered to it for purposes of determining the Authorized Representatives. The Issuing Agent shall have no responsibility to the Issuer to determine by whom or by what means a facsimile signature may have been affixed on the Notes, or to determine whether any facsimile or manual signature is genuine. Any Note bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall bind the Issuer after the completion and authentication thereof by the Issuing Agent, notwithstanding that such person shall have ceased to hold office on the date such Note is completed, authenticated and delivered by the Issuing Agent.

SECTION 4. Issuance Instructions; Completion, Authentication and Delivery of Notes. Prior to the original issuance of the Notes, the Authorized Representative shall give written issuance instructions (the "Issuance Instructions") to the Issuing Agent directing that the Issuing Agent issue and authenticate the Notes. The Issuing Agent shall have no duty to issue Notes in the absence of the Issuance Instructions. The Issuance Instructions shall include the: (a) names and addresses of the persons in whose name the Note shall be registered (each, a "Registered Holder") and the addresses for payment, if different; (b) taxpayer identification number of each Registered Holder; (c) Principal Amount, Stated Maturity Date, Interest Rate, Original Issue Date and delivery instructions. The Issuing Agent shall deliver the Notes on the Original Issuance Date in accordance with the Issuance Instructions.

SECTION 5. Issuer's Representations and Warranties. The Issuance Instructions shall constitute the Issuer's representation and warranty to the Issuing Agent that the issuance and delivery of the Notes have been duly and validly authorized by the Issuer and that the Notes, when completed, authenticated and delivered pursuant hereto, will constitute the legal, valid and binding obligations of the Issuer.

SECTION 6. Payment of Note Interest; Interest Payment Dates; Record Dates; Interest Rights.

(a) Interest payments on the Notes will be made semiannually on March 15 and September 15 of each year, commencing March 15, 2010, and upon redemption or at maturity. All such interest payments (other than interest due upon redemption or at maturity) will be made to the persons who are the Registered Holders at the close of business on the fifteenth day (whether or not a Business Day) immediately preceding each such Interest Payment Date (each a "Regular Record Date"), *provided*, *however*, that interest payable upon redemption or at maturity will be payable to the person to whom the principal is payable. Notwithstanding the foregoing, if the Original Issue Date or date of transfer, exchange or substitution of any Note occurs either on an Interest Payment Date or between a Regular Record Date and the next succeeding Interest Payment Date, the first payment of interest on any such Note will be made on the Interest Payment Date next following the next succeeding Regular Record Date to the person who is the Registered Holder on such next succeeding Regular Record Date. If an Interest Payment Date, maturity or redemption date would fall on a day that is not a Business Day, the Interest Payment Date, maturity or redemption date will be the next succeeding Business Day. Interest on a Note will accrue from, and including, the Original Issue Date or from, and including, the most recent date to which interest has been paid or duly provided for with respect to that Note. Interest on the Notes will be calculated on the basis of a 360-day year of twelve 30-day months.

Payment of principal of, and premium, if any, and interest on any Notes issued in the form of Global Notes (as defined below) will be made by the Issuer through the Issuing Agent to The Depository Trust Company ("DTC") or any successor securities depositary. Interest on any Notes that are in certificated form will be paid by check mailed to the Registered Holder at that Registered Holder's address as it appears in the register for the Notes maintained by the Issuing Agent; provided, however, a Registered Holder of $10,000,000 or more in aggregate principal amount of Notes will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Issuing Agent on or prior to the applicable Regular Record Date. Such wire instructions, upon receipt by the Issuing Agent, shall remain in effect until revoked by such Registered Holder. The principal, interest at maturity and premium, if any, on Notes in certificated form will be payable in immediately available funds at the office of the Issuing Agent upon presentation of the Notes. If required by law, the Issuing Agent will withhold any taxes or other governmental charges on any payment made in connection with the Notes.

(b) Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the person who is the Registered Holder on the relevant Regular Record Date by virtue of having been such Registered Holder, and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Issuer may elect to make payment of any Defaulted Interest to the persons who are the Registered Holders of the Notes to which the Defaulted Interest relates ("Defaulted Notes") (or their respective predecessor Notes) at the close of business on a special record date for the payment of such Defaulted Interest, which special record date shall be fixed in the following manner. The Issuer shall notify the Issuing Agent in writing of the amount of Defaulted Interest proposed to be paid on each of the Defaulted Notes and the date of the proposed payment, and at the same time the Issuer shall deposit with the Issuing Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Issuing Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of those entitled to such Defaulted Interest as in this clause provided. Thereupon the Issuing Agent shall fix a special record date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Issuing Agent of the notice of the proposed payment. The Issuing Agent shall promptly notify the Issuer of such special record date and, in the name and at the expense of the Issuer, shall cause notice of the

proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first-class postage prepaid, to each Registered Holder of Defaulted Notes as of the special record date at the address as it appears in the Note Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so mailed, such Defaulted Interest shall be paid to those in whose names the Defaulted Notes (or their respective predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to following clause (ii).

(ii) The Issuer may make payment of any Defaulted Interest on the Defaulted Notes in any other lawful manner not inconsistent with the requirements of any securities exchange which maintains a system for the trading of restricted securities and through which the Notes are so traded, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Issuing Agent of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Issuing Agent. Subject to the foregoing provisions of this Section, each Note authenticated and delivered under this Agreement upon registration of transfer or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 7. Payment of Note Principal. The Issuing Agent will pay to the Registered Holder in immediately available funds the principal amount of each Note on the redemption date, if any, or at maturity, together with accrued interest, if any, and premium, if any, due upon redemption or at maturity, only upon presentation and surrender of such Note on or after the redemption date or maturity date thereof, as the case may be, at the offices of the Issuing Agent located at the address listed in Section 23(b)(ii) hereof, or at such other address of the Issuing Agent or the office or agency of such other paying agent as the Issuer shall designate in the Borough of Manhattan, New York City, in writing to the Registered Holder of such Note. The Issuing Agent will forthwith cancel each such Note and promptly forward same in due course to the Issuer.

SECTION 8. Other Information Regarding the Notes. On any day on which Notes are issued, redeemed or mature, the Issuing Agent shall prepare and forward to the Issuer as of the close of business on such day a written statement indicating by Note number and principal amount of the Notes issued on such day and the aggregate principal amount of the Notes outstanding at the close of business on such day.

SECTION 9. Deposit of Funds. The Issuer shall deposit with the Issuing Agent not later than 10:00 a.m. New York City time on each Interest Payment Date funds available for payment on such Interest Payment Date in an amount sufficient to pay all interest due on the Notes on such Interest Payment Date and shall deposit with the Issuing Agent not later than 10:00 a.m. New York City time on each redemption date or maturity date of any Note funds available for payment on such Interest Payment Date in an amount sufficient to pay the principal of, premium, if any, and accrued interest, if any, on any such Note to, but excluding, the redemption date or maturity date, as the case may be. If there is deposited with the Issuing and Paying Agent as trust funds, for the purpose hereinafter stated, an amount, in cash or in U.S. Government Securities sufficient to pay and discharge the principal of and premium and interest, if any, on the Notes, as and when the same become due and payable, including upon any redemption prior to maturity, the Issuer will be deemed to have satisfied and discharged the Notes. Notwithstanding the foregoing, if the Notes are to be redeemed prior to their maturity as contemplated by Section 10 hereof, such Notes will not be deemed satisfied and discharged until such Notes have been irrevocably called or designated for redemption on a date when such Notes may be called for redemption and proper notice of redemption has been given in accordance with the terms of the Notes or the Issuer has given the Issuing and Paying Agent irrevocable instructions to give such notice of redemption.

SECTION 10. Optional Redemption. The Notes shall be subject to redemption at the option of the Issuer as provided in the form of Note attached hereto as Exhibit A. In the event that the Issuer elects to redeem Notes, in whole or in part, the Issuer shall give written notice to the Issuing Agent of the principal amount of Notes to be so redeemed not less than 45 days or more than 60 days prior to the redemption date, which notice shall also specify the redemption date and applicable redemption price or the method of determining the same. The Issuing Agent shall cause notice of redemption to be given not less than 30 or more than 60 days prior to the redemption date in the name, and at the expense, of the Issuer in the manner provided in the Note. Whenever less than all the Notes outstanding are to be redeemed, the Notes to be so redeemed shall be selected by the Issuing Agent, by lot or in any usual manner approved by it.

SECTION 11. Reopening of Notes. The Notes may be reopened and additional Notes may be issued in excess of the limitation set forth in Section 1, *provided* that such additional Notes will contain the same terms (including the maturity date and interest payment terms) as the other Notes. Any such additional Notes, together with the other Notes, shall constitute a single series for purposes of this Agreement.

SECTION 12. Note Register; Registration, Transfer, Exchange; Persons Deemed Owners.

(a) It is understood that the Note Register (as hereinafter defined) shall be maintained by such method as the Issuer and the Issuing Agent shall mutually agree. The term "Note Register" shall mean the definitive record in which shall be recorded the names, addresses, addresses for payment and taxpayer identification numbers of the Registered Holders, the Note numbers and Original Issue Date thereof and details with respect to the issuance, transfer and exchange of Notes, as appropriate.

(b) Upon the presentation of a Note for registration of transfer, the Issuing Agent shall register the transfer of such Note if such Note is to be transferred:

(i) to the Issuer or any of the Issuer's subsidiaries;

(ii) for so long as the Notes are eligible for resale pursuant to Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), to a person whom the seller reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A;

(iii) pursuant to offers and sales to persons other than "U.S. persons," as that term is defined in Rule 902 of Regulation S under the Securities Act ("Regulation S"), that occur outside the United States in accordance with Regulation S;

(iv) pursuant to a registration statement that has been declared effective under the Securities Act; or

(v) pursuant to any other available exemption from the registration requirements of the Securities Act,

subject, in each of the foregoing cases, to any requirement of law that the disposition of property or the property of such investor account or accounts be at all times within its or their control and, in each case, in compliance with applicable securities laws of any U.S. state or any other applicable jurisdiction. The Issuer and the Issuing Agent, as the case may be, reserve the right prior to any offer, sale or other transfer of such a Note described in clause (ii), (iii) or (v) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuer and the Issuing Agent, as the case may be, including, among other things, requiring the holder and the prospective purchaser or transferee to complete the Certificate of Transfer on the reverse of such Note or a duly completed Bond Power substantially in the form attached hereto as Exhibit B (the "Bond Power") to advise the Issuing Agent of the basis for such transfer and the availability of the exemption from registration provided thereby; provided that a Certificate of Transfer or Bond Power shall not be required in the case of any Note in certificated form from which the restrictive legend originally set forth on the face thereof (or on the face of one or more predecessor Notes) has been removed with the consent of the Issuer in accordance with the procedures set forth in this Agreement. In registering the transfer of any Notes pursuant to this
Section 12(b) or Section 12(h), the Issuing Agent shall be entitled to rely without further investigation on a duly completed Bond Power or such other certificate or instrument of transfer that the Issuer has advised the Issuing Agent is acceptable to the Issuer.

With respect to any transfer of interests in a Note described in clause (iii) above on or prior to the 40th day after the later of the commencement of the offering of the Notes and the date of the initial issuance of the Notes, if the Note is being transferred to a holder described in clause (ii) above, the Issuing Agent will require written certification from the transferee or transferor, as the case may be, (in the form of the Bond Power) to the effect that (i) such transferee is purchasing the Notes for its own account or for accounts as to which it exercises sole investment discretion and that it and, if applicable, each account is a qualified institutional buyer within the meaning of Rule 144A, in each case, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction or (ii) the transferor did not purchase the Notes as part of the initial distribution thereof and the transfer is being effected pursuant to and in accordance with an applicable exemption from the registration requirements of the Securities Act and the transferor has delivered to the Issuing Agent such additional evidence that the Issuer or the Issuing Agent, as applicable, may require as to compliance with such available exemption.

With respect to any transfer of interests in a Note described in clause (ii) above at any time, if the Notes is being transferred to a holder described in clause (iii) above, the Issuing Agent will require written certification from the transferee or transferor, as the case may be, (in the form of the Bond Power) to the effect that such transferee is not a U.S. person within the meaning of Rule 902 of Regulation S and that it is acquiring the Note in a transaction or transactions taking place outside the United States in accordance with Regulation S.

(c) In connection with the issuance of Notes arising from a transfer, the Original Issue Date of the Note shall be the same date as the Original Issue Date of the Note being transferred.

(d) In connection with any registration of transfer of Notes, the Issuer and the Issuing Agent may require payment of a sum sufficient to cover any applicable tax or other governmental charge.

(e) Prior to due presentment of a Note for registration of transfer, the Issuer and the Issuing Agent may deem and treat the Registered Holder of any Note as the absolute owner of such Note for the purpose of receiving payment of the principal of, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note or the interest thereon shall be overdue, and neither the Issuer nor the Issuing Agent, except as provided in this Section 12, shall be affected by notice to the contrary.

(f) Each Note presented for registration of transfer shall be duly endorsed or be accompanied by an appropriate written instrument of transfer.

(g) Upon surrender for registration of transfer of any Note and satisfaction of the requirements of this Section 12, the Issuing Agent shall complete, authenticate and deliver, in the name of the designated transferee or transferees, one or more new registered Notes of any authorized denominations, of a like aggregate principal amount, bearing a number not contemporaneously outstanding and containing identical terms and provisions.

(h) Subject to the requirements of Section 12(b) hereof, at the option of any Registered Holder, Notes may be exchanged for other Notes containing identical terms and provisions, in any authorized denominations, and of a like aggregate principal amount, upon surrender of the Notes to be exchanged to the Issuing Agent, *provided* that there is no obligation to exchange or register the transfer of any Note during the period of 15 days immediately preceding the date of first giving any notice of redemption of Notes. Whenever any Notes are so surrendered for exchange, the Issuing Agent shall complete, authenticate and deliver the Notes that the Registered Holder making the exchange is entitled to receive.

SECTION 13. Mutilated, Destroyed, Lost, or Stolen Notes. In case any Note shall become mutilated or destroyed, lost or stolen, the Issuer in its discretion may execute and upon its request the Issuing Agent shall complete, authenticate and make available for delivery a Note, having the same terms and provisions and a number not contemporaneously outstanding, payable in the same principal amount, of like tenor, and dated the same Original Issue Date in exchange and substitution for the mutilated Note or in lieu of and substitution for the Note destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Issuer and the Issuing Agent such security or indemnity as may be required by them to hold each of them harmless, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Issuer and the Issuing Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof. The Issuing Agent shall complete and authenticate any such substituted Note and deliver the same upon the written request or authorization of any Authorized Representative. Upon the issuance of any substituted Note, the Issuer and the Issuing Agent may require the Registered Holder of such Note to pay a sum sufficient to cover any fees and expenses associated therewith. In case any Note which has matured or will mature or will be redeemed within 30 days shall become mutilated or be destroyed, lost or stolen, the Issuer, instead of issuing a substitute Note, may pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) upon compliance by the Registered Holder with the provisions of this Section, as hereinabove set forth. The Issuing Agent shall record on the Note Register the cancellation of any original Notes (whether or not physically surrendered to the Issuing Agent) and the reissue of Notes in substitution therefor due to mutilation, destruction, loss or theft.

SECTION 14. Application of Funds; Return of Unclaimed Funds. Until used or applied as herein provided, all funds received by the Issuing Agent hereunder shall be held for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Issuing Agent shall be under no liability for interest on any funds received by it hereunder except as otherwise agreed with the Issuer. Any funds deposited with the Issuing Agent and remaining unclaimed at the end of two years after the date upon which the last payment of the principal of, premium, if any, or interest on any Note to which such deposit relates shall have become due and payable, shall be repaid to the Issuer by the Issuing Agent at the Issuer's written request, and the Holder of any Note to which such deposit relates entitled to receive payment thereof shall thereafter look only to the Issuer for the payment thereof and all liability of the Issuing Agent with respect to such funds shall thereupon cease.

SECTION 15. Global Notes.

(a) If specified in the Issuance Instructions, except as provided in subsections (c) and (g) below, the holder of all of the Notes to be issued pursuant to such Issuance Instructions shall be DTC and such Notes shall be registered in the name of Cede & Co., as nominee for DTC.

(b) Such Notes shall initially be issued in the form of one or more authenticated, fully registered certificates in the name of Cede & Co. (the "Global Notes"), which shall represent, and shall be denominated in an amount equal to, the aggregate principal amount of such of the Notes as shall be specified therein. Upon initial issuance, the Initial Purchasers shall deliver the Notes in book-entry form only through the facilities of DTC and its participants, including its participants Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, société anonyme, and the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC. So long as Notes are evidenced by one or more Global Notes, the Issuing Agent and the Issuer may treat DTC (or its nominee) as the sole and exclusive holder of such Notes registered in its name for the purposes of payment of the principal of, premium, if any, and interest on such Notes or portion thereof to be redeemed, and of giving any notice permitted or required to be given to holders of such Notes and neither the Issuing Agent nor the Issuer shall be affected by any notice to the contrary. Neither the Issuing Agent nor the Issuer shall have any responsibility or obligation to any of DTC's participants (each a "Participant"), any person claiming a beneficial ownership in such Notes under or through DTC or any Participant (each a "Beneficial Owner"), or any other person which is not shown on the Note Register as being a holder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment of DTC or any Participant of any amount in respect of the principal

of, premium, if any, or interest on such Notes; any notice which is permitted or required to be given to holders of such Notes; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of such Notes; any notice which is permitted or required to be given to holders of such Notes; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of such Notes; or any consent given or other action taken by DTC as holder of such Notes. The Issuing Agent shall pay all principal of, premium, if any, and interest on such Notes registered in the name of Cede & Co. only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in New York), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on such Notes to the extent of the sum or sums so paid. Except as otherwise provided in subsections (c) and (g) of Section 15 below, no person other than DTC shall receive authenticated Note certificates evidencing the obligation of the Issuer to make payments of principal of, premium, if any, and interest on such Notes. Upon delivery by DTC to the Issuing Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the other provisions of this Agreement with respect to transfers of Notes, the word "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

(c) Any Global Note shall be exchangeable for Notes in certificated form registered in the names of Participants and/or Beneficial Owners if, but only if, (i) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Notes and a successor depository is not appointed by the Issuer within 90 days of such notice, or (ii) there shall have occurred and be continuing a default or an event that with notice or passage of time, or both, would constitute a default with respect to the Global Notes and the Issuing Agent has received a request from DTC to issue Notes in certificated form. In any such event, the Issuing Agent shall issue, transfer and exchange Note certificates as requested by DTC in appropriate amounts pursuant to this Agreement. The Issuer shall pay all costs in connection with the production, execution and delivery of such Note certificates. If Note certificates are issued, the provisions of this Agreement shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates.

(d) Notwithstanding any other provision of this Agreement to the contrary, so long as any Notes are evidenced by one or more Global Notes, registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Notes and all notices with respect to such Notes shall be made and given, respectively, to DTC as provided in the representation letter relating to the Notes among DTC, the Issuing Agent and the Issuer. The Issuing Agent is hereby authorized and directed to comply with all terms of the representation letter.

(e) In connection with any notice or other communication to be provided to the holders of such Notes by the Issuer or the Issuing Agent with respect to any consent or other action to be taken by the holders of such Notes, the Issuer or the Issuing Agent, as the case may be, shall seek to establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC shall be given only when DTC is the sole holder of the Notes.

(f) Neither the Issuer nor the Issuing Agent will have any responsibility or obligations to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any, or interest on the Notes, (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner, (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes, or (v) any consent given or other action taken by DTC as a holder of the Notes.

So long as Cede & Co. is the Registered Holder of the Notes as nominee of DTC, references herein to the Notes or Registered Holders of the Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes nor DTC Participants.

(g) No Global Note may be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of DTC or a nominee of such successor.

(h) Upon the termination of the services of DTC with respect to any Global Note pursuant to subsection (c) of this Section 15 after which no substitute book-entry depository is appointed, such Global Notes shall be registered in whatever name or names holders transferring or exchanging such Global Notes shall designate in accordance with the provisions of this Agreement.

SECTION 16. Liability. Neither the Issuing Agent nor its officers or employees shall be liable to the Issuer for any act or omission hereunder except in the case of the Issuing Agent's negligence or willful misconduct. The duties and obligations of the Issuing Agent, its officers and employees shall be determined by the express provisions of this Agreement and they shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. The Issuing Agent may consult with counsel of its selection and shall be fully protected in any action taken in good faith in accordance with the advice of counsel. Neither the Issuing Agent nor its officers or employees shall be required to ascertain whether any sale of Notes (or any amendment or termination of this Agreement) has been duly authorized (*provided* that the Issuing Agent in good faith has determined in accordance with Section 3 hereof that the facsimile or manual signature of an Authorized Representative or any person who has been designated by an Authorized Representative in writing to the Issuing Agent resembles the specimen signature filed with the Issuing Agent) or is in compliance with any other agreement to which the Issuer is a party (whether or not the Issuing Agent is also a party to such other agreement). The Issuing Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

SECTION 17. Indemnification. The Issuer agrees to indemnify and hold harmless the Issuing Agent, its directors, officers, employees and agents from and against any and all liabilities (including liability for penalties), losses, claims, damages, actions, suits, judgments, demands, costs and expenses (including reasonable legal fees and expenses of counsel of its selection) relating to or arising out of or in connection with its or their performance under this Agreement, except to the extent that they are caused by the negligence or willful misconduct of the Issuing Agent, its directors, officers, employees or agents; *provided*, *however*, that if any such action or suit shall be commenced against, or any such claim or demand be assessed against the Issuing Agent in respect of which the Issuing Agent or any of its directors, officers, employees or agents proposes to demand indemnification, the Issuer shall be notified to that effect with reasonable promptness and shall have the right to assume the entire control of the defense, compromise or settlement thereof, including employment of counsel (*provided* that the Issuing Agent shall have the right to consent in advance to the counsel so employed, such consent not to be unreasonably withheld, and *provided further* that the Issuer shall consult in good faith with the Issuing Agent from time to time in connection with such action or suit) and in connection therewith, the Issuing Agent and its directors, officers, employees and agents shall cooperate fully to make available to the Issuer all pertinent information under its and their control. The foregoing indemnity includes, but is not limited to, any action taken or omitted in good faith within the scope of this Agreement upon telephonic, telecopier or other electronically transmitted instructions, if authorized herein, received from, or reasonably believed by the Issuing Agent in good faith to have been given by, an Authorized Representative. This indemnity shall survive the resignation or removal of the Issuing Agent and the satisfaction or termination of this Agreement.

SECTION 18. Electronic System Timesharing. It is understood that any electronic timesharing services which may be utilized by the Issuer and the Issuing Agent in the issuance of Notes and maintenance of the Note Register may be furnished to the Issuing Agent by a third party provider. If such third party provider has granted permission to the Issuing Agent to allow its clients to use such timesharing services, and in consideration for such permission, it is understood and agreed that such services will be supplied to such clients "as is", without warranty by the third party provider or the Issuing Agent, then the Issuer hereby waives any claims it may have against such third party provider.

SECTION 19. Compensation of the Issuing Agent. The Issuer agrees to pay the compensation of the Issuing Agent at such rates as shall be agreed upon from time to time in writing and to reimburse the Issuing Agent for its reasonable out-of-pocket expenses (including reasonable legal fees and expenses), disbursements and advances incurred or made in connection with the Issuing Agent's execution and performance of this Agreement. The obligations of the Issuer to the Issuing Agent pursuant to this Section shall survive the resignation or removal of the Issuing Agent and the satisfaction or termination of this Agreement.

SECTION 20. Amendments.

(a) This Agreement may be amended by any written instrument signed by the parties, so long as such amendment does not adversely affect the rights of the Registered Holders of Notes, as certified in writing by the Issuer to the Issuing Agent.

(b) The Issuer and the Issuing Agent agree to cooperate to adopt amendments or supplements to this Agreement from time to time to modify the restrictions and procedures for resales and other transfers of the Notes to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally.

SECTION 21. Removal of Restrictions. Upon the consent of the Issuer and subject to the Issuer's right to require an opinion of counsel to the effect that the restrictions are no longer required under the Securities Act and in form acceptable to the Issuer, a Registered Holder may surrender its Note to the Issuing Agent who, upon written instructions of the Issuer, shall issue in exchange for that Note one or more unlegended Notes of any authorized denomination, of a like aggregate principal amount bearing a number not contemporaneously outstanding and containing identical terms and provisions. The Issuing Agent shall not deliver unlegended Notes without the written instructions of the Issuer.

SECTION 22. Issuer Information. The Issuer shall provide to any holder of a beneficial interest in any Note or any prospective purchaser of a Note or a beneficial interest therein, upon the request of such holder or prospective purchaser, the information regarding the Issuer required to be prepared by the Issuer pursuant to Rule 144A.

SECTION 23. Notices.

(a) All communications by or on behalf of the Issuer relating to the issuance, transfer, exchange or payment of the Notes or interest thereon shall be in writing and directed to the Issuing Agent at its address set forth in subsection (b)(ii) of this Section 23, and the Issuer will send all Notes to be completed, authenticated and delivered by the Issuing Agent to such address (or such other address as the Issuing Agent shall specify in writing to the Issuer).

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing, shall be deemed effective when received and shall be addressed as follows, or to such other addresses as the parties hereto shall specify from time to time:

(i) if to the Issuer:

Enogex LLC
515 Central Park Drive, Suite 110
Oklahoma City, Oklahoma 73105
Attention: Chief Financial Officer
Telephone: (405) 525-7788
Facsimile: (405) 525-5258

With a copy to:

Jones Day
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Robert J. Joseph, Esq.
Telephone: (312) 782-3939
Facsimile: (312) 782-8585

(ii) if to the Issuing Agent:

UMB Bank, N.A.
1010 Grand Boulevard, 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department
Telephone: (816) 860-3020
Telefax: (816) 860-3029

SECTION 24. Resignation or Removal of Issuing Agent. The Issuing Agent may at any time resign as such agent by giving written notice to the Issuer of such intention on its part, specifying the date on which its desired resignation shall become effective; *provided*, *however*, that such date shall be not less than thirty days after the giving of such notice by the Issuing Agent to the Issuer. The Issuing Agent may be removed at any time by the filing with it of an instrument in writing signed by a duly authorized officer of the Issuer and specifying such removal and the date upon which it is intended to become effective, which date shall not be less than 30 days from the date that notice is received. Such resignation or removal shall take effect on the date of the appointment by the Issuer of a successor Issuing Agent and the acceptance of such appointment by such successor Issuing Agent. In the event of resignation by the Issuing Agent or removal by the Issuer, if a successor agent has not been appointed by the date as of which the resignation or removal of the Issuing Agent is to be effective, as set forth in the resignation notice of the Issuing Agent referred to above, the Issuing Agent may, at the expense of the Issuer, petition any court of competent jurisdiction for appointment of a successor Issuing Agent.

SECTION 25. Cancellation of Unissued Notes. Upon the written request of the Issuer, the Issuing Agent shall cancel and return to the Issuer all unissued Notes in its possession at the time of such request; *provided*, *however*, that the Issuing Agent shall not be required to destroy cancelled Notes.

SECTION 26. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto, their successors and assigns and the Registered Holders of Notes and no other person shall acquire or have any right under or by virtue of this Agreement.

SECTION 27. Notes Held by the Issuing Agent. The Issuing Agent, in its individual or other capacity, may become the owner or pledgee of the Notes with the same rights it would have if it were not acting as issuing and paying agent hereunder.

SECTION 28. Governing Law. This Agreement is to be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, without regard to principles of conflicts of laws.

SECTION 29. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, and by each of the parties hereto in separate counterparts, each such counterpart, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, all as of the day and year first above written.

ENOGEX LLC

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

UMB BANK, N.A.

By: /s/ Anthony P. Hawkins
Name: Anthony P. Hawkins
Title: Vice President

[Signature Page to Issuing and Paying Agency Agreement]

EXHIBIT A—FORM OF 6.25% SENIOR NOTE DUE 2020

[FACE OF NOTE]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF OF A BENEFICIAL INTEREST HEREIN:

(1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; AND

(2) AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUER, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, IN EACH CASE, IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND SUBJECT TO THE ISSUER'S AND THE ISSUING AND PAYING AGENT'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (B), (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM; AND

(3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

[IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]

BY ACCEPTING A BENEFICIAL INTEREST IN THIS NOTE, EACH HOLDER HEREOF AND EACH SUBSEQUENT TRANSFEREE IS DEEMED TO REPRESENT AND WARRANT THAT (1)(A) IT IS NOT

(I) AN EMPLOYEE BENEFIT PLAN SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (II) A PLAN TO WHICH SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") APPLIES, (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (A) OR (B) BY REASON OF THE PLAN'S INVESTMENT IN THE ENTITY (EACH OF (I), (II) AND (III), A "BENEFIT PLAN INVESTOR"), (IV) A GOVERNMENTAL PLAN AS DEFINED IN SECTION 3(32) OF ERISA ("GOVERNMENTAL PLAN"), (V) A CHURCH PLAN AS DEFINED IN SECTION 3(33) OF ERISA THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(d) OF THE CODE ("CHURCH PLAN") OR (VI) A NON-U.S. PLAN, (B) IT IS A BENEFIT PLAN INVESTOR AND ITS PURCHASE AND HOLDING OF THE NOTE WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OR 407 OF ERISA OR SECTION 4975 OF THE CODE, OR (C)(I) IT IS A GOVERNMENTAL PLAN, A CHURCH PLAN OR A NON-U.S. PLAN AND (II) ITS PURCHASE AND HOLDING OF THE NOTE IS NOT SUBJECT TO (a) ERISA, (b) SECTION 4975 OF THE CODE OR (c) ANY OTHER FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT PROHIBITS, OR IMPOSES AN EXCISE OR PENALTY TAX ON, THE PURCHASE OR HOLDING OF THE NOTE; AND (2) EACH HOLDER AND SUBSEQUENT TRANSFEREE WILL PROMPTLY NOTIFY THE ISSUER AND THE ISSUING AND PAYING AGENT IF, AT ANY TIME, IT IS NO LONGER ABLE TO MAKE THE REPRESENTATIONS CONTAINED IN CLAUSE (1) ABOVE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER HEREOF OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR OF THE DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR.

6.25% SENIOR NOTE DUE 2020

CUSIP/ISIN: [29348QAB8/US29348QAB86] [U29293AB0/USU29293AB05]	NUMBER: [ ]
ORIGINAL ISSUE DATE(S): November 16, 2009	PRINCIPAL AMOUNT(S): $[ ]
INTEREST RATE: 6.25%	STATED MATURITY DATE: March 15, 2020
INTEREST PAYMENT DATE(S): March 15 and September 15, commencing applicable Interest Payment March 15, 2010	RECORD DATE: Fifteenth day preceding the Date
DEFAULT RATE: 8.25%	

Enogex LLC (the "Company", which term includes any successor entity), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of $[ ] on the Stated Maturity Date

specified above (or any prior date, including a Redemption Date (as defined on the reverse hereof), on which the principal, or an installment of principal, of this Note becomes due and payable, whether by the declaration of acceleration, call for redemption at the option of the Company or otherwise (the Stated Maturity Date or such prior date, as the case may be, is referred to herein as the "Maturity Date" with respect to the principal repayable on such date)) and to pay interest thereon, at the Interest Rate per annum specified above, until the principal hereof is paid or duly made available for payment, and (to the extent that the payment of such interest shall be legally enforceable) at the Default Rate per annum specified above on any overdue principal, premium and/or interest. The Company will pay interest in arrears on each Interest Payment Date specified above (each, an "Interest Payment Date"), commencing March 15, 2010, and on the Maturity Date. Interest on this Note will be computed on the basis of a 360-day year of twelve 30-day months.

Interest on this Note will accrue from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for (or from, and including, the Original Issue Date if no interest has been paid or duly provided for with respect to this Note) to, but excluding, the applicable Interest Payment Date or the Maturity Date, as the case may be (each, an "Interest Period"). The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, subject to certain exceptions described herein, be paid to the person in whose name this Note (or one or more predecessor Senior Notes as defined on the reverse hereof) is registered at the close of business on the fifteenth calendar day (whether or not a Business Day, as defined below) immediately preceding such Interest Payment Date (the "Record Date"); *provided*, *however*, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof and premium, if any, hereon shall be payable. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") will forthwith cease to be payable to the holder on any Record Date, and shall be paid to the person in whose name this Note is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest to be fixed by the Issuing and Paying Agent hereinafter referred to, notice whereof shall be given to the holder of this Note by the Issuing and Paying Agent not less than 10 calendar days prior to such Special Record Date.

Payment of principal of, and premium, if any, and interest on this Note if in the form of one or more Global Notes (as defined on the reverse hereof) will be made by the Company through the Issuing and Paying Agent (as defined on the reverse hereof) to the Depository. Interest on this Note if in the form of a certificated security will be paid by check mailed to the holder at that holder's address as it appears in the register for the Senior Notes (as defined on the reverse hereof) maintained by the Issuing and Paying Agent; however, a holder of $10,000,000 or more of Senior Notes will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Issuing and Paying Agent on or prior to the applicable Record Date. Such wire instructions, upon receipt by the Issuing and Paying Agent, shall remain in effect until revoked by such holder. The principal, interest at maturity and premium, if any, on this Note if in the form of a certificated security will be payable in immediately available funds at the office of the Issuing and Paying Agent upon presentation of this Note. If required by law, the Issuing and Paying Agent will withhold any taxes or other governmental charges on any payment made in connection with this Note.

If any Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest will be made on the next succeeding Business Day with the same force and effect as if made on the date such payment was due, and no interest will accrue on such payment for the period from and after such Interest Payment Date or the Maturity Date, as the case may be, to the date of such payment on the next succeeding Business Day.

As used herein, "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or executive order to close in New York, New York.

The Company is obligated to make payment of principal, premium, if any, and interest in respect of this Note in U.S. dollars.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall have the same force and effect as if set forth on the face hereof.

IN WITNESS WHEREOF, Enogex LLC has caused this Note to be executed.

ENOGEX LLC

By: _____
Name: _____
Title: _____

Countersigned for Authentication only
on _____.

UMB Bank, N.A.,
as Issuing and Paying Agent

By: _____
Name: _____
Title: Authorized Signatory

This Note is not valid for any purpose unless countersigned by UMB Bank, N.A., as Issuing and Paying Agent.

[REVERSE OF NOTE]

ENOGEX LLC

6.25% SENIOR NOTE DUE 2020

This Note is one of a duly authorized series of Senior Notes of the Company, designated as 6.25% Senior Notes due 2020 (the "Senior Notes") issued and to be issued under an Issuing and Paying Agency Agreement, dated as of November 15, 2009 (as amended, modified or supplemented from time to time, the "Issuing and Paying Agency Agreement"), between the Company and UMB Bank, N.A., as Issuing and Paying Agent (the "Issuing and Paying Agent", which term includes any successor issuing and paying agent under the Issuing and Paying Agency Agreement), to which the Issuing and Paying Agency Agreement and all agreements supplemental thereto reference is hereby made for a statement of the respective rights, duties and obligations thereunder of the Company, the Issuing and Paying Agent and the holders of the Senior Notes, and of the terms upon which the Senior Notes are, and are to be, authenticated and delivered. All terms used but not otherwise defined in this Note shall have the meanings assigned to such terms in the Issuing and Paying Agency Agreement.

This Note, and any Senior Note or Notes issued upon transfer hereof, is issuable only in fully registered form (a "Global Note"), without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof (an "Authorized Denomination"). The Issuing and Paying Agent has been appointed registrar for the Senior Notes, and the Company will cause the Issuing and Paying Agent to maintain at its office (or drop agent) in The City of New York a register for the registration and transfer of Senior Notes. This Note may be transferred at the aforesaid office of the Issuing and Paying Agent by surrendering this Note for cancellation, duly endorsed or accompanied by a written instrument of transfer in form approved by the Issuing and Paying Agent and duly executed by the registered holder hereof in person or by the holder's attorney duly authorized in writing, and thereupon the Issuing and Paying Agent will issue in the name of the transferee or transferees, in exchange herefor, a new Senior Note or Notes having identical terms and provisions and having a like aggregate principal amount in Authorized Denominations, subject to the terms and conditions set forth herein and in the Issuing and Paying Agency Agreement, without charge except for any tax or other governmental charge imposed in relation thereto. The Issuing and Paying Agent is not required to exchange or register the transfer of any Senior Note during the period of 15 days immediately preceding the date of first giving any notice of redemption or after such Note has been selected for redemption.

This Note is not subject to any sinking fund.

This Note will be subject to redemption at the option of the Company at any time or in part from time to time, at the Company's option, at a redemption price (the "Redemption Price") equal to the greater of:

- 100% of the principal amount of the Note to be redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Note to be redeemed (not including any portion of such payments of interest accrued to the date of redemption (the "Redemption Date")) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 45 basis points;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or

after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or

- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

The Treasury Rate will be calculated on the third business day preceding the Redemption Date.

"Comparable Treasury Issue" means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term ("Remaining Life") of the Senior Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Senior Notes.

"Comparable Treasury Price" means (1) the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means J.P. Morgan Securities Inc., Mitsubishi UFJ Securities (USA), Inc., Wells Fargo Securities, LLC, or another independent investment banking institution of national standing appointed by us.

"Reference Treasury Dealer" means (1) J.P. Morgan Securities Inc. or its successor and a primary U.S. government securities dealer in the United States (a "primary treasury dealer") selected by each of Mitsubishi UFJ Securities (USA), Inc. and Wells Fargo Securities, LLC, or their respective successors, *provided*, *however*, that if any of the foregoing ceases to be a primary treasury dealer, we will substitute therefor another primary treasury dealer and (2) any other primary treasury dealer selected by us after consultation with the Independent Investment Banker.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

The Company will mail a notice of redemption to each holder of the Senior Notes by first-class mail at least 30 and not more than 60 days prior to the Redemption Date. Unless the Company defaults on the payment of the Redemption Price, interest will cease to accrue on the Senior Notes or portions thereof called for redemption. If fewer than all of the Senior Notes are to be redeemed, the Issuing and Paying Agent will select, not more than 60 days prior to the Redemption Date, the particular Senior Notes or portions thereof for redemption from the outstanding Senior Notes not previously called by such method as the Issuing and Paying Agent deems fair and appropriate.

If at the time of mailing the notice of redemption, the Company has not irrevocably directed the Issuing and Paying Agent to redeem the Senior Notes called for redemption, the notice may state that the redemption is subject to the receipt of the redemption moneys by the Issuing and Paying Agent on or prior to the Redemption Date and that the notice will be of no effect unless such moneys are received on or prior to such Redemption Date.

Liens. The Company will not, and will not permit any Subsidiary (as hereinafter defined) to, pledge or otherwise subject to any lien any of its property or assets (whether now or hereafter acquired and whether tangible or intangible) unless the Senior Notes are secured by such pledge or lien equally and ratably with all other obligations and indebtedness secured thereby so long as such other obligations and indebtedness shall be so secured.

The agreement of the Company contained in this paragraph does not apply to "Permitted Encumbrances." Permitted Encumbrances means:

(1) any lien on any asset securing indebtedness, including a capital lease, incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving such asset; provided that such lien attaches to such asset concurrently with or within 12 months after the acquisition thereof or the completion of the repair, construction or improvement thereof (including, without limitation, liens in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any state thereof, or for the benefit of holders of securities issued by any such entity to finance any of the foregoing).

(2) any lien on any asset of any person existing at the time such person is merged or consolidated with or into the Company or any of its Subsidiaries and not created in contemplation of such event.

(3) any lien existing on any asset prior to the acquisition thereof by the Company or any of its Subsidiaries and not created in contemplation of such acquisition.

(4) any lien arising out of the refinancing, extension, renewal or refunding of any debt secured by any lien permitted by any of the foregoing clauses or clauses (14), (15) or (19); provided that such debt is not increased and is not secured by any additional assets.

(5) liens for taxes, assessments or other governmental charges or levies not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with generally accepted accounting principles ("GAAP").

(6) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen, and interest owners of oil and gas production and other liens imposed by law, created in the ordinary course of business and for amounts not past due for more than 60 days or which are being contested in good faith by appropriate proceedings, properly instituted and diligently conducted and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with GAAP.

(7) liens incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds) in connection with pension or retirement plans, workers' compensation, unemployment insurance and other types of social security benefits or to secure the performance of tenders, bids, leases, contracts (other than for the prepayment of debt), statutory obligations and other similar obligations or arising as a result of progress payments under government contracts.

(8) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights of way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded) affecting the use of real property.

(9) attachment, judgment and other similar liens arising in connection with court proceedings, provided the execution or other enforcement of such liens is effectively stayed and the claims secured thereby are being contested in good faith in such a manner that the property subject to such liens is not subject to forfeiture.

(10) liens on deposits required by any person with whom the Company or any of its Subsidiaries enters into Swap Agreements or any credit support therefor, in each case, in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

(11) liens, including liens imposed by environmental laws, arising in the ordinary course of its business that (i) do not secure indebtedness, (ii) do not secure obligations in an aggregate amount
exceeding $40,000,000 at any time, and (iii) do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business.

(12) deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

(13) liens securing indebtedness of a Subsidiary to the Company or another Subsidiary.

(14) liens created or assumed by a Subsidiary on any contract for the permitted sale of any product or service or any proceeds therefrom (including accounts and other receivables).

(15) liens created by a Subsidiary on advance payment obligations by such Subsidiary to secure indebtedness incurred to finance advances for oil, gas hydrocarbon and other mineral exploration and development.

(16) liens securing obligations, neither assumed by the Company or any Subsidiary nor on account of which the Company or any Subsidiary customarily pays interest, upon real estate or under which the Company or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Company or any Subsidiary is the lessee of the whole thereof or any interest therein for the purpose of locating pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

(17) liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution and liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon.

(18) liens granted to the administrative agent for the benefit of the lenders under the Company's revolving credit facility in respect of cash collateral for letters of credit issued under the facility.

(19) liens existing on the date of the Issuing and Paying Agency Agreement.

(20) liens arising in connection with a receivables securitization program securing indebtedness in an aggregate amount not to exceed at any one time outstanding 5% of Consolidated Tangible Net Assets.

(21) liens incurred in the ordinary course of business in connection with leases and subleases of real property owned or leased by the Company or any Subsidiary and not interfering with the ordinary conduct of the business of the Company and the Subsidiaries.

(22) other liens securing indebtedness in an aggregate amount not to exceed at any one time outstanding 15% of Consolidated Tangible Net Assets.

"Consolidated Tangible Net Assets" means, as of any date of determination, the total amount of consolidated assets of the Company and its Subsidiaries minus: (1) all current liabilities (excluding (a) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed and (b) current maturities of long-term debt) and (2) the value (net of any applicable reserves and accumulated amortization) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Company and its Subsidiaries for the most recently completed fiscal quarter or year, as applicable, prepared in accordance with GAAP.

"Subsidiary" means any corporation or other entity of which the Company and/or any other Subsidiary (within the meaning of this definition) owns (whether directly or indirectly) securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions.

"Swap Agreement" means any agreement with respect to any swap, forward, future or other derivative transaction or option or similar agreement entered into by the Company or any Subsidiary in order to provide protection to the Company and/or a Subsidiary against fluctuations in future interest rates, currency exchange rates or commodity prices.

Sale and Leaseback. The Company will not, and will not permit any Subsidiary to, enter into any agreement providing for the leasing by the Company or such Subsidiary of all or substantially all of the property of the Company or such Subsidiary, which property has been or is to be sold or transferred by the Company or such Subsidiary to the lessor thereof, or which is substantially similar in purpose to property so sold.

Merger, Consolidation, Etc. The Company shall not consolidate with or merge into any other entity or convey or transfer all or substantially all of its properties and assets as an entirety to any person, unless:

(1) the entity formed by such consolidation or into which the Company is merged or the person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety shall be an entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (the "Successor Entity") and shall expressly assume, by amendment to the Issuing and Paying Agency Agreement signed by the Company and such Successor Entity and delivered to the Issuing and Paying Agent, the due and punctual payment of the principal of, premium, if any, and interest on all the Senior Notes and the performance or observance of every covenant hereof and of the Issuing and Paying Agency Agreement on the part of the Company to be performed or observed; and

(2) the Company shall have delivered to the Issuing and Paying Agent a certificate signed by an executive officer of the Company and a written opinion of counsel satisfactory to the Issuing and Paying Agent, each stating that such transaction and such amendment to the Issuing and Paying Agency Agreement comply with this paragraph and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any such consolidation or merger, or any conveyance or transfer of all or substantially all of the properties and assets of the Company as an entirety in accordance with this paragraph, the Successor Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Issuing and Paying Agency Agreement and the Senior Notes with the same effect as if the Successor Entity had been named as the Company therein and thereafter the Company shall be released from its liability as obligor on any of the Senior Notes and under the Issuing and Paying Agency Agreement.

For purposes of the foregoing, "all or substantially all of its properties and assets" shall mean 50% or more of the total assets of the Company as shown on the consolidated balance sheet of the Company as of the end of the calendar year immediately preceding the day of the year in which such determination is made. Further, nothing in the Issuing and Paying Agency Agreement prevents or hinders the Company from selling, transferring or otherwise disposing during any calendar year (in one transaction or a series of transactions) less than 50% of the amount of its total assets as shown on the consolidated balance sheet of the Company as of the end of the immediately preceding calendar year.

Events of Default. The registered holder of this Note may, by notice in writing to the Company, declare the principal of this Note to be, and the same shall thereupon become, forthwith due and payable, together with interest accrued thereon, upon the occurrence and continuation of one or more of the following events of default:

(1) default in the payment of any interest on this Note when due or in the payment of any interest on any other Senior Note when due, which default continues and remains unremedied for at least 30 calendar days;

(2) default in the payment of principal or redemption price, as the case may be, on this Note or on any other Senior Note when due on the Maturity Date;

(3) a judgment, decree or order by a court having jurisdiction shall have been entered adjudicating the Company or any Significant Subsidiary (which term for purposes of this Note shall mean any subsidiary of the Company that would, under the standards set forth in Rule 405 of Regulation C under the Securities Act be a "Significant Subsidiary" as defined therein) bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of the Company or any Significant Subsidiary under the United States Bankruptcy Code or any other similar applicable Federal or state law, and such judgment, decree or order shall not have been vacated or set aside or stayed within 60 days of its entry; or a judgment, decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Company or of any Significant Subsidiary or of the whole or any substantial part of the property of any thereof, or for the winding up or liquidation of the affairs of any thereof, shall have been entered, and such judgment, decree or order shall not have been vacated or set aside or stayed within 60 days of its entry;

(4) the Company or any Significant Subsidiary shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under the United States Bankruptcy Code or any other similar applicable Federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of the whole or any substantial part of U.S. property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(5) the Company shall fail to perform or observe any other term, covenant or agreement contained in this Note to be performed or observed by it, and any such failure shall continue and remain unremedied for at least 30 calendar days after notice has been given in writing to the Company by the holder hereof, or

(6) the Company or any Subsidiary shall default in the payment when due (subject to any applicable grace period) whether at stated maturity or otherwise, of any principal of or interest on (howsoever designated) any indebtedness for borrowed money of, or guaranteed by, the Company or any Subsidiary (except any such indebtedness of any Subsidiary to the Company or to any other such Subsidiary), whether such indebtedness now exists or shall hereafter be created if the aggregate principal amount of all such indebtedness as to which such default has occurred equals or exceeds $40,000,000.

Defeasance. If, at or prior to the maturity of this Note, the Company shall deposit with the Issuing and Paying Agent, in trust for the benefit of the holder hereof, either:

(1) cash sufficient to pay the principal of and premium, if any, and interest on this Note as and when the same become due and payable, including upon redemption prior to maturity, or

(2) such amount of U.S. Government Securities (which term shall mean, for the purposes of this Note, direct obligations of the United States of America to pay principal which obligations are not callable at the issuer's option, or direct obligations of the United States of America to pay interest, in each case for the payment of which the full faith and credit of the United States of America is pledged) as will together with the income to accrue thereon without consideration of any reinvestment thereof be sufficient to pay the principal of and premium, if any, and interest on this Note as and when the same become due and payable, including upon redemption prior to maturity, then in such case, the Company shall be deemed to have satisfied and discharged this Note, *provided* that if this Note is to be redeemed prior to maturity, this Note will not be deemed satisfied and discharged until such Note has been irrevocably called or designated for redemption on a date when this Note may be called for redemption and proper notice of redemption has been given as provided herein or the Company has given the Issuing and Paying Agent irrevocable instructions to give such notice of redemption.

No provision of this Note or of the Issuing and Paying Agency Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay principal, premium, if any, and interest in respect of this Note at the times, places and rate of formula, and In the coin or currency, herein prescribed.

Prior to due presentment of this Note for registration of transfer, the Company, the Issuing and Paying Agent and any agent of the Company or the Issuing and Paying Agent may treat the holder in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Issuing and Paying Agent nor any such agent shall be affected by notice to the contrary.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in substitution herefor or in place hereof, in respect of anything done or permitted by the Company or the Issuing and Paying Agent in pursuance of such action.

So long as this Note shall be outstanding, the Company will maintain an office or agency for the payment of the principal of, premium, if any, and interest on this Note as herein provided in the Borough of Manhattan, The City of New York, and an office or agency in said Borough of Manhattan for the registration and transfer as aforesaid of the Senior Notes. The Company may designate other agencies for the payment of said principal, premium, if any, and interest at such place or places (subject to applicable laws and regulations) as the Company may decide. So long as there shall be an Issuing and Paying Agent, the Company shall keep the Issuing and Paying Agent advised of the names and locations of such agencies, if any agency is so designated.

Any moneys deposited with the Issuing and Paying Agent for the payment of the principal of, premium, if any, or interest on any Senior Notes, and remaining unclaimed at the end of two years after the last of such principal or interest shall have become due and payable (whether at maturity or otherwise), shall then be repaid to the Company and upon such repayment all liability of the Issuing and Paying Agent with respect to such moneys shall thereupon cease, without, however, limiting in any way any obligation which the Company may have to pay the principal of, premium, if any, or interest on this Note as the same shall become due.

The Issuing and Paying Agency Agreement and this Note shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in such State, without regard to principles of conflicts of laws.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM- as tenants in common

UNIF GIFT MIN ACT- _____ (Cust) Custodian _____ (Minor)

TEN ENT- as tenants by the entireties

Under Uniform Gifts to Minors Act

JT ENT- as joint tenants with right of survivorship and not as tenants in common

_____ State

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell (s), Assign (s) and transfer (s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee

the within Note and all rights thereunder hereby irrevocably constituting and appointing attorney to transfer said Note on the books of the Issuing and Paying Agent, with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Name
Title:

EXHIBIT B—FORM OF BOND POWER

[Form of Bond Power]

FOR VALUE RECEIVED the undersigned Registered Holder(s) hereby sell(s), assign(s) and transfer(s) unto

_____

_____

(please print or typewrite name, address, including postal zip code, and Taxpayer identification number of assignee) the attached Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note on the books of the issuer with full power of substitution in the premises.

In connection with any transfer of the attached Note of Enogex LLC (the "Company"), the undersigned confirms that without utilizing any general solicitation or general advertising:

[Check One]

☐ (a) The Note is being transferred by the undersigned to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act")) acting for its own account or for the account of another "qualified institutional buyer" in reliance upon the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A thereunder.

or

☐ (b) The Note is being transferred by the undersigned to a person who is not a "U.S. person" (as defined in Rule 902 of Regulation S under the Securities Act ("Regulation S")) in a transaction or transactions taking place outside the United States in accordance with Regulation S.

or

☐ (c) The Note is being transferred pursuant by the undersigned in reliance upon the exemption from the registration provisions of Section 5 of the Securities Act provided by _____.

The undersigned also confirms that it did not purchase the Note as part of the initial distribution thereof and that the transfer is being effected pursuant to and in accordance with an exemption from registration under the Securities Act.

The Issuing and Paying Agent will not register the Note in the name of any person other than the Registered Holder(s) thereof unless (1) one of the foregoing boxes is checked and (2) the other conditions to any such transfer of registration set forth on the face of the Note and in Section 12 of the Issuing and Paying Agency Agreement shall have been satisfied.

Dated: _____

By: _____

NOTICE: The signature of the Registered Holder(s) to this assignment must correspond with the name as written upon the face of the attached Note.

TO BE COMPLETED BY PURCHASER IF (a) ABOVE IS CHECKED:

The undersigned represents and warrants that it is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) and that it is acquiring the Note for its own account or for accounts for which it exercised sole investment discretion and that, if applicable, each account is a "qualified institutional buyer." The undersigned acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the Registered Holder(s) is relying upon the foregoing representations in order to claim the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A. The undersigned acknowledges that the Note cannot be resold unless registered under the Securities Act or pursuant to an exemption from registration under the Securities Act.

(Name of Transferee)

Dated: _____ By: _____

NOTICE: To be executed by an executive officer.

TO BE COMPLETED BY PURCHASER IF (b) ABOVE IS CHECKED:

The undersigned represents and warrants that it is not a "U.S. person" (as defined in Rule 902 of Regulation S under the Securities Act) and that it is acquiring the Note in a transaction or transactions taking place outside the United States in accordance with Regulation S. The undersigned acknowledges that the Note cannot be resold unless registered under the Securities Act or pursuant to an exemption from registration under the Securities Act.

(Name of Transferee)

Dated: _____ By: _____

NOTICE: To be executed by an executive officer.

Exhibit 10.5

ISSUING AND PAYING AGENCY AGREEMENT

THIS ISSUING AND PAYING AGENCY AGREEMENT, dated as of June 15, 2009 (the "Agreement"), is made by and between ENOGEX LLC, a limited liability company organized under the laws of the State of Delaware (the "Issuer"), and UMB BANK, N.A., a national banking association duly organized and existing under the laws of the United States, as issuing and paying agent (the "Issuing Agent"). Terms used and not defined herein but defined in the Notes (as hereinafter defined) have the meanings set forth in the Notes.

WITNESSETH:

SECTION 1. Appointment of Agent. The Issuer proposes to issue its 6.875% Senior Notes due 2014 (the "Notes"), initially in the aggregate principal amount of $200,000,000. As provided in Section 11 below, the series of Notes may be reopened and additional notes in excess of $200,000,000 may be issued. The Issuer and J.P. Morgan Securities Inc., UBS Securities LLC, Wachovia Capital Markets, LLC, Mitsubishi UFJ Securities (USA), Inc., Mizuho Securities USA Inc. and RBS Securities Inc. (collectively, the "Initial Purchasers") have entered into a Purchase Agreement dated as of June 24, 2009, relating to the sale and purchase of the Notes. The Issuer hereby appoints the Issuing Agent to act, on the terms and conditions specified herein, as issuing and paying agent for the Notes.

SECTION 2. Note Form; Terms; Execution. The Notes shall be in substantially the form of Exhibit A hereto. The Notes shall be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof and shall be redeemable by the Issuer prior to maturity as provided in the form of Note and shall bear interest as provided in the form of Note. Each Note shall be executed by the manual or facsimile signature of an Authorized Representative (as defined in Section 3 hereof) of the Issuer and shall be authenticated by the Issuing Agent.

SECTION 3. Authorized Representatives. From time to time, the Issuer will furnish the Issuing Agent with a certificate of the Issuer certifying the incumbency and specimen signatures of the Issuer's officers authorized to execute Notes on behalf of the Issuer by manual or facsimile signature (an "Authorized Representative"). Until the Issuing Agent receives a subsequent incumbency certificate of the Issuer, the Issuing Agent shall be entitled to rely on the last such certificate delivered to it for purposes of determining the Authorized Representatives. The Issuing Agent shall have no responsibility to the Issuer to determine by whom or by what means a facsimile signature may have been affixed on the Notes, or to determine whether any facsimile or manual signature is genuine. Any Note bearing the manual or facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall bind the Issuer after the completion and authentication thereof by the Issuing Agent, notwithstanding that such person shall have ceased to hold office on the date such Note is completed, authenticated and delivered by the Issuing Agent.

SECTION 4. Issuance Instructions; Completion, Authentication and Delivery of Notes. Prior to the original issuance of the Notes, the Authorized Representative shall give written issuance instructions (the "Issuance Instructions") to the Issuing Agent directing that the Issuing Agent issue and authenticate the Notes. The Issuing Agent shall have no duty to issue Notes in the absence of the Issuance Instructions. The Issuance Instructions shall include the: (a) names and addresses of the persons in whose name the Note shall be registered (each, a "Registered Holder") and the addresses for payment, if different; (b) taxpayer identification number of each Registered Holder; (c) Principal Amount, Stated Maturity Date, Interest Rate, Original Issue Date and delivery instructions. The Issuing Agent shall deliver the Notes on the Original Issuance Date in accordance with the Issuance Instructions.

SECTION 5. Issuer's Representations and Warranties. The Issuance Instructions shall constitute the Issuer's representation and warranty to the Issuing Agent that the issuance and delivery of the Notes have been duly and validly authorized by the Issuer and that the Notes, when completed, authenticated and delivered pursuant hereto, will constitute the legal, valid and binding obligations of the Issuer.

SECTION 6. Payment of Note Interest; Interest Payment Dates; Record Dates; Interest Rights.

(a) Interest payments on the Notes will be made semiannually on January 15 and July 15 of each year, commencing January 15, 2010, and upon redemption or at maturity. All such interest payments (other than interest due upon redemption or at maturity) will be made to the persons who are the Registered Holders at the close of business on the fifteenth day (whether or not a Business Day) immediately preceding each such Interest Payment Date (each a "Regular Record Date"), *provided*, *however*, that interest payable upon redemption or at maturity will be payable to the person to whom the principal is payable. Notwithstanding the foregoing, if the Original Issue Date or date of transfer, exchange or substitution of any Note occurs either on an Interest Payment Date or between a Regular Record Date and the next succeeding Interest Payment Date, the first payment of interest on any such Note will be made on the Interest Payment Date next following the next succeeding Regular Record Date to the person who is the Registered Holder on such next succeeding Regular Record Date. If an Interest Payment Date, maturity or redemption date would fall on a day that is not a Business Day, the Interest Payment Date, maturity or redemption date will be the next succeeding Business Day. Interest on a Note will accrue from, and including, the Original Issue Date or from, and including, the most recent date to which interest has been paid or duly provided for with respect to that Note. Interest on the Notes will be calculated on the basis of a 360-day year of twelve 30-day months.

Payment of principal of, and premium, if any, and interest on any Notes issued in the form of Global Notes (as defined below) will be made by the Issuer through the Issuing Agent to The Depository Trust Company ("DTC") or any successor securities depositary. Interest on any Notes that are in certificated form will be paid by check mailed to the Registered Holder at that Registered Holder's address as it appears in the register for the Notes maintained by the Issuing Agent; provided, however, a Registered Holder of $10,000,000 or more in aggregate principal amount of Notes will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Issuing Agent on or prior to the applicable Regular Record Date. Such wire instructions, upon receipt by the Issuing Agent, shall remain in effect until revoked by such Registered Holder. The principal, interest at maturity and premium, if any, on Notes in certificated form will be payable in immediately available funds at the office of the Issuing Agent upon presentation of the Notes. If required by law, the Issuing Agent will withhold any taxes or other governmental charges on any payment made in connection with the Notes.

(b) Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date ("Defaulted Interest") shall forthwith cease to be payable to the person who is the Registered Holder on the relevant Regular Record Date by virtue of having been such Registered Holder, and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Issuer may elect to make payment of any Defaulted Interest to the persons who are the Registered Holders of the Notes to which the Defaulted Interest relates ("Defaulted Notes") (or their respective predecessor Notes) at the close of business on a special record date for the payment of such Defaulted Interest, which special record date shall be fixed in the following manner. The Issuer shall notify the Issuing Agent in writing of the amount of Defaulted Interest proposed to be paid on each of the Defaulted Notes and the date of the proposed payment, and at the same time the Issuer shall deposit with the Issuing Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Issuing Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of those entitled to such Defaulted Interest as in this clause provided. Thereupon the Issuing Agent shall fix a special record date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Issuing Agent of the notice of the proposed payment. The Issuing Agent shall promptly notify the Issuer of such special record date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first-class postage prepaid, to each Registered Holder of Defaulted Notes as of

the special record date at the address as it appears in the Note Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefore having been so mailed, such Defaulted Interest shall be paid to those in whose names the Defaulted Notes (or their respective predecessor Notes) are registered at the close of business on such special record date and shall no longer be payable pursuant to following clause (ii).

(ii) The Issuer may make payment of any Defaulted Interest on the Defaulted Notes in any other lawful manner not inconsistent with the requirements of any securities exchange which maintains a system for the trading of restricted securities and through which the Notes are so traded, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Issuing Agent of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Issuing Agent. Subject to the foregoing provisions of this Section, each Note authenticated and delivered under this Agreement upon registration of transfer or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 7. Payment of Note Principal. The Issuing Agent will pay to the Registered Holder in immediately available funds the principal amount of each Note on the redemption date, if any, or at maturity, together with accrued interest, if any, and premium, if any, due upon redemption or at maturity, only upon presentation and surrender of such Note on or after the redemption date or maturity date thereof, as the case may be, at the offices of the Issuing Agent located at the address listed in Section 23(b)(ii) hereof, or at such other address of the Issuing Agent or the office or agency of such other paying agent as the Issuer shall designate in the Borough of Manhattan, New York City, in writing to the Registered Holder of such Note. The Issuing Agent will forthwith cancel each such Note and promptly forward same in due course to the Issuer.

SECTION 8. Other Information Regarding the Notes. On any day on which Notes are issued, redeemed or mature, the Issuing Agent shall prepare and forward to the Issuer as of the close of business on such day a written statement indicating by Note number and principal amount of the Notes issued on such day and the aggregate principal amount of the Notes outstanding at the close of business on such day.

SECTION 9. Deposit of Funds. The Issuer shall deposit with the Issuing Agent not later than 10:00 a.m. New York City time on each Interest Payment Date funds available for payment on such Interest Payment Date in an amount sufficient to pay all interest due on the Notes on such Interest Payment Date and shall deposit with the Issuing Agent not later than 10:00 a.m. New York City time on each redemption date or maturity date of any Note funds available for payment on such Interest Payment Date in an amount sufficient to pay the principal of, premium, if any, and accrued interest, if any, on any such Note to, but excluding, the redemption date or maturity date, as the case may be. If there is deposited with the Issuing and Paying Agent as trust funds, for the purpose hereinafter stated, an amount, in cash or in U.S. Government Securities sufficient to pay and discharge the principal of and premium and interest, if any, on the Notes, as and when the same become due and payable, including upon any redemption prior to maturity, the Issuer will be deemed to have satisfied and discharged the Notes. Notwithstanding the foregoing, if the Notes are to be redeemed prior to their maturity as contemplated by Section 10 hereof, such Notes will not be deemed satisfied and discharged until such Notes have been irrevocably called or designated for redemption on a date when such Notes may be called for redemption and proper notice of redemption has been given in accordance with the terms of the Notes or the Issuer has given the Issuing and Paying Agent irrevocable instructions to give such notice of redemption.

SECTION 10. Optional Redemption. The Notes shall be subject to redemption at the option of the Issuer as provided in the form of Note attached hereto as Exhibit A. In the event that the Issuer elects to redeem Notes, in whole or in part, the Issuer shall give written notice to the Issuing Agent of the principal amount of Notes to be so redeemed not less than 45 days or more than 60 days prior to the redemption date, which notice shall also specify the redemption date and applicable redemption price or the method of determining the same. The Issuing Agent shall cause notice of redemption to be given not less than 30 or more than 60 days prior to the redemption date in the name, and at the expense, of the Issuer in the manner provided in the Note. Whenever less than all the Notes outstanding are to be redeemed, the Notes to be so redeemed shall be selected by the Issuing Agent, by lot or in any usual manner approved by it.

SECTION 11. Reopening of Notes. The Notes may be reopened and additional Notes may be issued in excess of the limitation set forth in Section 1, *provided* that such additional Notes will contain the same terms (including the maturity date and interest payment terms) as the other Notes. Any such additional Notes, together with the other Notes, shall constitute a single series for purposes of this Agreement.

SECTION 12. Note Register; Registration, Transfer, Exchange; Persons Deemed Owners.

(a) It is understood that the Note Register (as hereinafter defined) shall be maintained by such method as the Issuer and the Issuing Agent shall mutually agree. The term "Note Register" shall mean the definitive record in which shall be recorded the names, addresses, addresses for payment and taxpayer identification numbers of the Registered Holders, the Note numbers and Original Issue Date thereof and details with respect to the issuance, transfer and exchange of Notes, as appropriate.

(b) Upon the presentation of a Note for registration of transfer, the Issuing Agent shall register the transfer of such Note if such Note is to be transferred:

(i) to the Issuer or any of the Issuer's subsidiaries;

(ii) for so long as the Notes are eligible for resale pursuant to Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), to a person whom the seller reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A;

(iii) pursuant to offers and sales to persons other than "U.S. persons," as that term is defined in Rule 902 of Regulation S under the Securities Act ("Regulation S"), that occur outside the United States in accordance with Regulation S;

(iv) pursuant to a registration statement that has been declared effective under the Securities Act; or

(v) pursuant to any other available exemption from the registration requirements of the Securities Act,

subject, in each of the foregoing cases, to any requirement of law that the disposition of property or the property of such investor account or accounts be at all times within its or their control and, in each case, in compliance with applicable securities laws of any U.S. state or any other applicable jurisdiction. The Issuer and the Issuing Agent, as the case may be, reserve the right prior to any offer, sale or other transfer of such a Note described in clause (ii), (iii) or (v) above to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to the Issuer and the Issuing Agent, as the case may be, including, among other things, requiring the holder and the prospective purchaser or transferee to complete the Certificate of Transfer on the reverse of such Note or a duly completed Bond Power substantially in the form attached hereto as Exhibit B (the "Bond Power") to advise the Issuing Agent of the basis for such transfer and the availability of the exemption from registration provided thereby; provided that a Certificate of Transfer or Bond Power shall not be required in the case of any Note in certificated form from which the restrictive legend originally set forth on the face thereof (or on the face of one or more predecessor Notes) has been removed with the consent of the Issuer in accordance with the procedures set forth in this Agreement. In registering the transfer of any Notes pursuant to this Section 12(b) or Section 12(h), the Issuing Agent shall be entitled to rely without further investigation on a duly completed Bond Power or such other certificate or instrument of transfer that the Issuer has advised the Issuing Agent is acceptable to the Issuer.

With respect to any transfer of interests in a Note described in clause (iii) above on or prior to the 40th day after the later of the commencement of the offering of the Notes and the date of the initial issuance of the Notes, if the Note is being transferred to a holder described in clause (ii) above, the Issuing Agent will require written certification from the transferee or transferor, as the case may be, (in the form of the Bond Power) to the effect that (i) such transferee is purchasing the Notes for its own account or for accounts as to which it exercises sole investment discretion and that it and, if applicable, each account is a qualified institutional buyer within the meaning of Rule 144A, in each case, in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction or (ii) the transferor did not purchase the Notes as part of the initial distribution thereof and the transfer is being effected pursuant to and in accordance with an applicable exemption from the registration requirements of the Securities Act and the transferor has delivered to the Issuing Agent such additional evidence that the Issuer or the Issuing Agent, as applicable, may require as to compliance with such available exemption.

With respect to any transfer of interests in a Note described in clause (ii) above at any time, if the Notes is being transferred to a holder described in clause (iii) above, the Issuing Agent will require written certification from the transferee or transferor, as the case may be, (in the form of the Bond Power) to the effect that such transferee is not a U.S. person within the meaning of Rule 902 of Regulation S and that it is acquiring the Note in a transaction or transactions taking place outside the United States in accordance with Regulation S.

(c) In connection with the issuance of Notes arising from a transfer, the Original Issue Date of the Note shall be the same date as the Original Issue Date of the Note being transferred.

(d) In connection with any registration of transfer of Notes, the Issuer and the Issuing Agent may require payment of a sum sufficient to cover any applicable tax or other governmental charge.

(e) Prior to due presentment of a Note for registration of transfer, the Issuer and the Issuing Agent may deem and treat the Registered Holder of any Note as the absolute owner of such Note for the purpose of receiving payment of the principal of, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note or the interest thereon shall be overdue, and neither the Issuer nor the Issuing Agent, except as provided in this Section 12, shall be affected by notice to the contrary.

(f) Each Note presented for registration of transfer shall be duly endorsed or be accompanied by an appropriate written instrument of transfer.

(g) Upon surrender for registration of transfer of any Note and satisfaction of the requirements of this Section 12, the Issuing Agent shall complete, authenticate and deliver, in the name of the designated transferee or transferees, one or more new registered Notes of any authorized denominations, of a like aggregate principal amount, bearing a number not contemporaneously outstanding and containing identical terms and provisions.

(h) Subject to the requirements of Section 12(b) hereof, at the option of any Registered Holder, Notes may be exchanged for other Notes containing identical terms and provisions, in any authorized denominations, and of a like aggregate principal amount, upon surrender of the Notes to be exchanged to the Issuing Agent, *provided* that there is no obligation to exchange or register the transfer of any Note during the period of 15 days immediately preceding the date of first giving any notice of redemption of Notes. Whenever any Notes are so surrendered for exchange, the Issuing Agent shall complete, authenticate and deliver the Notes that the Registered Holder making the exchange is entitled to receive.

SECTION 13. Mutilated, Destroyed, Lost, or Stolen Notes. In case any Note shall become mutilated or destroyed, lost or stolen, the Issuer in its discretion may execute and upon its request the Issuing Agent shall complete, authenticate and make available for delivery a Note, having the same terms and provisions and a number not contemporaneously outstanding, payable in the same principal amount, of like tenor, and dated the same Original Issue Date in exchange and substitution for the mutilated Note or in lieu of and substitution for the Note destroyed, lost or stolen. The applicant for a substituted Note shall furnish to the Issuer and the Issuing Agent such security or indemnity as may be required by them to hold each of them harmless, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Issuer and the Issuing Agent evidence to their satisfaction of the destruction, loss or theft of such Note and of the ownership thereof. The Issuing Agent shall complete and authenticate any such substituted Note and deliver the same upon the written request or authorization of any Authorized Representative. Upon the issuance of any substituted Note, the Issuer and the Issuing Agent may require the Registered Holder of such Note to pay a sum sufficient to cover any fees and expenses associated therewith. In case any Note which has matured or will mature or will be redeemed within 30 days shall become mutilated or be destroyed, lost or stolen, the Issuer, instead of issuing a substitute Note, may pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note) upon compliance by the Registered Holder with the provisions of this Section, as hereinabove set forth. The Issuing Agent shall record on the Note Register the cancellation of any original Notes (whether or not physically surrendered to the Issuing Agent) and the reissue of Notes in substitution therefor due to mutilation, destruction, loss or theft.

SECTION 14. Application of Funds; Return of Unclaimed Funds. Until used or applied as herein provided, all funds received by the Issuing Agent hereunder shall be held for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Issuing Agent shall be under no liability for interest on any funds received by it hereunder except as otherwise agreed with the Issuer. Any funds deposited with the Issuing Agent and remaining unclaimed at the end of two years after the date upon which the last payment of the principal of, premium, if any, or interest on any Note to which such deposit relates shall have become due and payable, shall be repaid to the Issuer by the Issuing Agent at the Issuer's written request, and the Holder of any Note to which such deposit relates entitled to receive payment thereof shall thereafter look only to the Issuer for the payment thereof and all liability of the Issuing Agent with respect to such funds shall thereupon cease.

SECTION 15. Global Notes.

(a) If specified in the Issuance Instructions, except as provided in subsections (c) and (g) below, the holder of all of the Notes to be issued pursuant to such Issuance Instructions shall be DTC and such Notes shall be registered in the name of Cede & Co., as nominee for DTC.

(b) Such Notes shall initially be issued in the form of one or more authenticated, fully registered certificates in the name of Cede & Co. (the "Global Notes"), which shall represent, and shall be denominated in an amount equal to, the aggregate principal amount of such of the Notes as shall be specified therein. Upon initial issuance, the Initial Purchasers shall deliver the Notes in book-entry form only through the facilities of DTC and its participants, including its participants Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, société anonyme, and the ownership of such Notes shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC. So long as Notes are evidenced by one or more Global Notes, the Issuing Agent and the Issuer may treat DTC (or its nominee) as the sole and exclusive holder of such Notes registered in its name for the purposes of payment of the principal of, premium, if any, and interest on such Notes or portion thereof to be redeemed, and of giving any notice permitted or required to be given to holders of such Notes and neither the Issuing Agent nor the Issuer shall be affected by any notice to the contrary. Neither the Issuing Agent nor the Issuer shall have any responsibility or obligation to any of DTC's participants (each a "Participant"), any person claiming a beneficial ownership in such Notes under or through DTC or any Participant (each a "Beneficial Owner"), or any other person which is not shown on the Note Register as being a holder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment of DTC or any Participant of any amount in respect of the principal

of, premium, if any, or interest on such Notes; any notice which is permitted or required to be given to holders of such Notes; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of such Notes; any notice which is permitted or required to be given to holders of such Notes; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of such Notes; or any consent given or other action taken by DTC as holder of such Notes. The Issuing Agent shall pay all principal of, premium, if any, and interest on such Notes registered in the name of Cede & Co. only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in New York), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on such Notes to the extent of the sum or sums so paid. Except as otherwise provided in subsections (c) and (g) of Section 15 below, no person other than DTC shall receive authenticated Note certificates evidencing the obligation of the Issuer to make payments of principal of, premium, if any, and interest on such Notes. Upon delivery by DTC to the Issuing Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the other provisions of this Agreement with respect to transfers of Notes, the word "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

(c) Any Global Note shall be exchangeable for Notes in certificated form registered in the names of Participants and/or Beneficial Owners if, but only if, (i) DTC notifies the Issuer that it is unwilling or unable to continue as depositary for such Notes and a successor depository is not appointed by the Issuer within 90 days of such notice, or (ii) there shall have occurred and be continuing a default or an event that with notice or passage of time, or both, would constitute a default with respect to the Global Notes and the Issuing Agent has received a request from DTC to issue Notes in certificated form. In any such event, the Issuing Agent shall issue, transfer and exchange Note certificates as requested by DTC in appropriate amounts pursuant to this Agreement. The Issuer shall pay all costs in connection with the production, execution and delivery of such Note certificates. If Note certificates are issued, the provisions of this Agreement shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates.

(d) Notwithstanding any other provision of this Agreement to the contrary, so long as any Notes are evidenced by one or more Global Notes, registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Notes and all notices with respect to such Notes shall be made and given, respectively, to DTC as provided in the representation letter relating to the Notes among DTC, the Issuing Agent and the Issuer. The Issuing Agent is hereby authorized and directed to comply with all terms of the representation letter.

(e) In connection with any notice or other communication to be provided to the holders of such Notes by the Issuer or the Issuing Agent with respect to any consent or other action to be taken by the holders of such Notes, the Issuer or the Issuing Agent, as the case may be, shall seek to establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Such notice to DTC shall be given only when DTC is the sole holder of the Notes.

(f) Neither the Issuer nor the Issuing Agent will have any responsibility or obligations to the Participants or the Beneficial Owners with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, premium, if any, or interest on the Notes, (iii) the delivery by DTC or any Participant of any notice to any Beneficial Owner, (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes, or (v) any consent given or other action taken by DTC as a holder of the Notes.

So long as Cede & Co. is the Registered Holder of the Notes as nominee of DTC, references herein to the Notes or Registered Holders of the Notes shall mean Cede & Co. and shall not mean the Beneficial Owners of the Notes nor DTC Participants.

(g) No Global Note may be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of DTC or a nominee of such successor.

(h) Upon the termination of the services of DTC with respect to any Global Note pursuant to subsection (c) of this Section 15 after which no substitute book-entry depository is appointed, such Global Notes shall be registered in whatever name or names holders transferring or exchanging such Global Notes shall designate in accordance with the provisions of this Agreement.

SECTION 16. Liability. Neither the Issuing Agent nor its officers or employees shall be liable to the Issuer for any act or omission hereunder except in the case of the Issuing Agent's negligence or willful misconduct. The duties and obligations of the Issuing Agent, its officers and employees shall be determined by the express provisions of this Agreement and they shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and no implied covenants shall be read into this Agreement against them. The Issuing Agent may consult with counsel of its selection and shall be fully protected in any action taken in good faith in accordance with the advice of counsel. Neither the Issuing Agent nor its officers or employees shall be required to ascertain whether any sale of Notes (or any amendment or termination of this Agreement) has been duly authorized (*provided* that the Issuing Agent in good faith has determined in accordance with Section 3 hereof that the facsimile or manual signature of an Authorized Representative or any person who has been designated by an Authorized Representative in writing to the Issuing Agent resembles the specimen signature filed with the Issuing Agent) or is in compliance with any other agreement to which the Issuer is a party (whether or not the Issuing Agent is also a party to such other agreement). The Issuing Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

SECTION 17. Indemnification. The Issuer agrees to indemnify and hold harmless the Issuing Agent, its directors, officers, employees and agents from and against any and all liabilities (including liability for penalties), losses, claims, damages, actions, suits, judgments, demands, costs and expenses (including reasonable legal fees and expenses of counsel of its selection) relating to or arising out of or in connection with its or their performance under this Agreement, except to the extent that they are caused by the negligence or willful misconduct of the Issuing Agent, its directors, officers, employees or agents; *provided*, *however*, that if any such action or suit shall be commenced against, or any such claim or demand be assessed against the Issuing Agent in respect of which the Issuing Agent or any of its directors, officers, employees or agents proposes to demand indemnification, the Issuer shall be notified to that effect with reasonable promptness and shall have the right to assume the entire control of the defense, compromise or settlement thereof, including employment of counsel (*provided* that the Issuing Agent shall have the right to consent in advance to the counsel so employed, such consent not to be unreasonably withheld, and *provided further* that the Issuer shall consult in good faith with the Issuing Agent from time to time in connection with such action or suit) and in connection therewith, the Issuing Agent and its directors, officers, employees and agents shall cooperate fully to make available to the Issuer all pertinent information under its and their control. The foregoing indemnity includes, but is not limited to, any action taken or omitted in good faith within the scope of this Agreement upon telephonic, telecopier or other electronically transmitted instructions, if authorized herein, received from, or reasonably believed by the Issuing Agent in good faith to have been given by, an Authorized Representative. This indemnity shall survive the resignation or removal of the Issuing Agent and the satisfaction or termination of this Agreement.

SECTION 18. Electronic System Timesharing. It is understood that any electronic timesharing services which may be utilized by the Issuer and the Issuing Agent in the issuance of Notes and maintenance of the Note Register may be furnished to the Issuing Agent by a third party provider. If such third party provider has granted permission to the Issuing Agent to allow its clients to use such timesharing services, and in consideration for such permission, it is understood and agreed that such services will be supplied to such clients "as is", without warranty by the third party provider or the Issuing Agent, then the Issuer hereby waives any claims it may have against such third party provider.

SECTION 19. Compensation of the Issuing Agent. The Issuer agrees to pay the compensation of the Issuing Agent at such rates as shall be agreed upon from time to time in writing and to reimburse the Issuing Agent for its reasonable out-of-pocket expenses (including reasonable legal fees and expenses), disbursements and advances incurred or made in connection with the Issuing Agent's execution and performance of this Agreement. The obligations of the Issuer to the Issuing Agent pursuant to this Section shall survive the resignation or removal of the Issuing Agent and the satisfaction or termination of this Agreement.

SECTION 20. Amendments.

(a) This Agreement may be amended by any written instrument signed by the parties, so long as such amendment does not adversely affect the rights of the Registered Holders of Notes, as certified in writing by the Issuer to the Issuing Agent.

(b) The Issuer and the Issuing Agent agree to cooperate to adopt amendments or supplements to this Agreement from time to time to modify the restrictions and procedures for resales and other transfers of the Notes to reflect any change in applicable law or regulation (or the interpretation thereof) or in practices relating to the resale or transfer of restricted securities generally.

SECTION 21. Removal of Restrictions. Upon the consent of the Issuer and subject to the Issuer's right to require an opinion of counsel to the effect that the restrictions are no longer required under the Securities Act and in form acceptable to the Issuer, a Registered Holder may surrender its Note to the Issuing Agent who, upon written instructions of the Issuer, shall issue in exchange for that Note one or more unlegended Notes of any authorized denomination, of a like aggregate principal amount bearing a number not contemporaneously outstanding and containing identical terms and provisions. The Issuing Agent shall not deliver unlegended Notes without the written instructions of the Issuer.

SECTION 22. Issuer Information. The Issuer shall provide to any holder of a beneficial interest in any Note or any prospective purchaser of a Note or a beneficial interest therein, upon the request of such holder or prospective purchaser, the information regarding the Issuer required to be prepared by the Issuer pursuant to Rule 144A(d)(4).

SECTION 23. Notices.

(a) All communications by or on behalf of the Issuer relating to the issuance, transfer, exchange or payment of the Notes or interest thereon shall be in writing and directed to the Issuing Agent at its address set forth in subsection (b)(ii) of this Section 23, and the Issuer will send all Notes to be completed, authenticated and delivered by the Issuing Agent to such address (or such other address as the Issuing Agent shall specify in writing to the Issuer).

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing, shall be deemed effective when received and shall be addressed as follows, or to such other addresses as the parties hereto shall specify from time to time:

(i) if to the Issuer:

Enogex LLC
515 Central Park Drive, Suite 110
Oklahoma City, Oklahoma 73105
Attention: Chief Financial Officer
Telephone: (405) 525-7788
Facsimile: (405) 525-5258

With a copy to:

Jones Day
77 West Wacker Drive
Chicago, Illinois 60601
Attention: Robert J. Joseph, Esq.
Telephone: (312) 782-3939
Facsimile: (312) 782-8585

(ii) if to the Issuing Agent:

UMB Bank, N.A.
1010 Grand Boulevard, 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department
Telephone: (816) 860-3020
Telefax: (816) 860-3029

SECTION 24. Resignation or Removal of Issuing Agent. The Issuing Agent may at any time resign as such agent by giving written notice to the Issuer of such intention on its part, specifying the date on which its desired resignation shall become effective; *provided*, *however*, that such date shall be not less than thirty days after the giving of such notice by the Issuing Agent to the Issuer. The Issuing Agent may be removed at any time by the filing with it of an instrument in writing signed by a duly authorized officer of the Issuer and specifying such removal and the date upon which it is intended to become effective, which date shall not be less than 30 days from the date that notice is received. Such resignation or removal shall take effect on the date of the appointment by the Issuer of a successor Issuing Agent and the acceptance of such appointment by such successor Issuing Agent. In the event of resignation by the Issuing Agent or removal by the Issuer, if a successor agent has not been appointed by the date as of which the resignation or removal of the Issuing Agent is to be effective, as set forth in the resignation notice of the Issuing Agent referred to above, the Issuing Agent may, at the expense of the Issuer, petition any court of competent jurisdiction for appointment of a successor Issuing Agent.

SECTION 25. Cancellation of Unissued Notes. Upon the written request of the Issuer, the Issuing Agent shall cancel and return to the Issuer all unissued Notes in its possession at the time of such request; *provided*, *however*, that the Issuing Agent shall not be required to destroy cancelled Notes.

SECTION 26. Benefit of Agreement. This Agreement is solely for the benefit of the parties hereto, their successors and assigns and the Registered Holders of Notes and no other person shall acquire or have any right under or by virtue of this Agreement.

SECTION 27. Notes Held by the Issuing Agent. The Issuing Agent, in its individual or other capacity, may become the owner or pledgee of the Notes with the same rights it would have if it were not acting as issuing and paying agent hereunder.

SECTION 28. Governing Law. This Agreement is to be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, without regard to principles of conflicts of laws.

SECTION 29. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, and by each of the parties hereto in separate counterparts, each such counterpart, when so executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, all as of the day and year first above written.

ENOGEX LLC

By: /s/ Stephen E. Merrill
Name: Stephen E. Merrill
Title: Vice President and Chief Financial Officer

UMB BANK, N.A.

By: /s/ Anthony P. Hawkins
Name: Anthony P. Hawkins
Title: Vice President

EXHIBIT A—FORM OF 6.875% SENIOR NOTE DUE 2014

[FACE OF NOTE]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF OF A BENEFICIAL INTEREST HEREIN:

(1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; AND

(2) AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS [IN THE CASE OF RULE 144A NOTES: ONE YEAR] [IN THE CASE OF REGULATION S NOTES: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE ISSUER, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, INCLUDING THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT, IF AVAILABLE, IN EACH CASE, IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION AND SUBJECT TO THE ISSUER'S AND THE ISSUING AND PAYING AGENT'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (B), (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM; AND

(3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS NOTE OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

[IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]

BY ACCEPTING A BENEFICIAL INTEREST IN THIS NOTE, EACH HOLDER HEREOF AND EACH SUBSEQUENT TRANSFEREE IS DEEMED TO REPRESENT AND WARRANT THAT (1)(A) IT IS NOT

(I) AN EMPLOYEE BENEFIT PLAN SUBJECT TO PART 4 OF SUBTITLE B OF TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (II) A PLAN TO WHICH SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") APPLIES, (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE ASSETS OF A PLAN DESCRIBED IN (A) OR (B) BY REASON OF THE PLAN'S INVESTMENT IN THE ENTITY (EACH OF (I), (II) AND (III), A "BENEFIT PLAN INVESTOR"), (IV) A GOVERNMENTAL PLAN AS DEFINED IN SECTION 3(32) OF ERISA ("GOVERNMENTAL PLAN"), (V) A CHURCH PLAN AS DEFINED IN SECTION 3(33) OF ERISA THAT HAS NOT MADE AN ELECTION UNDER SECTION 410(d) OF THE CODE ("CHURCH PLAN") OR (VI) A NON-U.S. PLAN, (B) IT IS A BENEFIT PLAN INVESTOR AND ITS PURCHASE AND HOLDING OF THE NOTE WILL NOT RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OR 407 OF ERISA OR SECTION 4975 OF THE CODE, OR (C)(I) IT IS A GOVERNMENTAL PLAN, A CHURCH PLAN OR A NON-U.S. PLAN AND (II) ITS PURCHASE AND HOLDING OF THE NOTE IS NOT SUBJECT TO (a) ERISA, (b) SECTION 4975 OF THE CODE OR (c) ANY OTHER FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT PROHIBITS, OR IMPOSES AN EXCISE OR PENALTY TAX ON, THE PURCHASE OR HOLDING OF THE NOTE; AND (2) EACH HOLDER AND SUBSEQUENT TRANSFEREE WILL PROMPTLY NOTIFY THE ISSUER AND THE ISSUING AND PAYING AGENT IF, AT ANY TIME, IT IS NO LONGER ABLE TO MAKE THE REPRESENTATIONS CONTAINED IN CLAUSE (1) ABOVE.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE "DEPOSITARY") (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER HEREOF OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY AND ANY PAYMENT IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR OF THE DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR.

6.875% SENIOR NOTE DUE 2014

CUSIP/ISIN:
[ ]/ [ ]

NUMBER:
[ ]

ORIGINAL ISSUE DATE(S):
June 29, 2009

PRINCIPAL AMOUNT(S):
$[ ]

INTEREST RATE:
6.875%

STATED MATURITY DATE:
July 15, 2014

INTEREST PAYMENT DATE(S):
January 15 and July 15, commencing January 15, 2010

RECORD DATE:
Fifteenth day preceding the applicable Interest Payment Date

DEFAULT RATE:
8.875%

Enogex LLC (the "Company", which term includes any successor entity), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] on the Stated Maturity Date specified above (or any prior date, including a Redemption Date (as defined on the reverse hereof), on which the

principal, or an installment of principal, of this Note becomes due and payable, whether by the declaration of acceleration, call for redemption at the option of the Company or otherwise (the Stated Maturity Date or such prior date, as the case may be, is referred to herein as the "Maturity Date" with respect to the principal repayable on such date)) and to pay interest thereon, at the Interest Rate per annum specified above, until the principal hereof is paid or duly made available for payment, and (to the extent that the payment of such interest shall be legally enforceable) at the Default Rate per annum specified above on any overdue principal, premium and/or interest. The Company will pay interest in arrears on each Interest Payment Date specified above (each, an "Interest Payment Date"), commencing January 15, 2010, and on the Maturity Date. Interest on this Note will be computed on the basis of a 360-day year of twelve 30-day months.

Interest on this Note will accrue from, and including, the immediately preceding Interest Payment Date to which interest has been paid or duly provided for (or from, and including, the Original Issue Date if no interest has been paid or duly provided for with respect to this Note) to, but excluding, the applicable Interest Payment Date or the Maturity Date, as the case may be (each, an "Interest Period"). The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, subject to certain exceptions described herein, be paid to the person in whose name this Note (or one or more predecessor Senior Notes as defined on the reverse hereof) is registered at the close of business on the fifteenth calendar day (whether or not a Business Day, as defined below) immediately preceding such Interest Payment Date (the "Record Date"); *provided*, *however*, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof and premium, if any, hereon shall be payable. Any such interest not so punctually paid or duly provided for ("Defaulted Interest") will forthwith cease to be payable to the holder on any Record Date, and shall be paid to the person in whose name this Note is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest to be fixed by the Issuing and Paying Agent hereinafter referred to, notice whereof shall be given to the holder of this Note by the Issuing and Paying Agent not less than 10 calendar days prior to such Special Record Date.

Payment of principal of, and premium, if any, and interest on this Note if in the form of one or more Global Notes (as defined on the reverse hereof) will be made by the Company through the Issuing and Paying Agent (as defined on the reverse hereof) to the Depository. Interest on this Note if in the form of a certificated security will be paid by check mailed to the holder at that holder's address as it appears in the register for the Senior Notes (as defined on the reverse hereof) maintained by the Issuing and Paying Agent; however, a holder of $10,000,000 or more of Senior Notes will be entitled to receive payments of interest by wire transfer to a bank within the continental United States, if appropriate wire transfer instructions have been received by the Issuing and Paying Agent on or prior to the applicable Record Date. Such wire instructions, upon receipt by the Issuing and Paying Agent, shall remain in effect until revoked by such holder. The principal, interest at maturity and premium, if any, on this Note if in the form of a certificated security will be payable in immediately available funds at the office of the Issuing and Paying Agent upon presentation of this Note. If required by law, the Issuing and Paying Agent will withhold any taxes or other governmental charges on any payment made in connection with this Note.

If any Interest Payment Date or the Maturity Date falls on a day that is not a Business Day, the required payment of principal, premium, if any, and/or interest will be made on the next succeeding Business Day with the same force and effect as if made on the date such payment was due, and no interest will accrue on such payment for the period from and after such Interest Payment Date or the Maturity Date, as the case may be, to the date of such payment on the next succeeding Business Day.

As used herein, "Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorized or required by law or executive order to close in New York, New York.

The Company is obligated to make payment of principal, premium, if any, and interest in respect of this Note in U.S. dollars.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall have the same force and effect as if set forth on the face hereof.

IN WITNESS WHEREOF, Enogex LLC has caused this Note to be executed.

ENOGEX LLC

By: _____

Name: _____

Title: _____

Countersigned for Authentication only
on June 29, 2009.

UMB Bank, N.A.,
as Issuing and Paying Agent

By: _____

Name: _____

Title: Authorized Signatory

This Note is not valid for any purpose unless countersigned by UMB Bank, N.A., as Issuing and Paying Agent.

[REVERSE OF NOTE]

ENOGEX LLC

6.875% SENIOR NOTE DUE 2014

This Note is one of a duly authorized series of Senior Notes of the Company, designated as 6.875% Senior Notes due 2014 (the "Senior Notes") issued and to be issued under an Issuing and Paying Agency Agreement, dated as of June 15, 2009 (as amended, modified or supplemented from time to time, the "Issuing and Paying Agency Agreement"), between the Company and UMB Bank, N.A., as Issuing and Paying Agent (the "Issuing and Paying Agent", which term includes any successor issuing and paying agent under the Issuing and Paying Agency Agreement), to which the Issuing and Paying Agency Agreement and all agreements supplemental thereto reference is hereby made for a statement of the respective rights, duties and obligations thereunder of the Company, the Issuing and Paying Agent and the holders of the Senior Notes, and of the terms upon which the Senior Notes are, and are to be, authenticated and delivered. All terms used but not otherwise defined in this Note shall have the meanings assigned to such terms in the Issuing and Paying Agency Agreement.

This Note, and any Senior Note or Notes issued upon transfer hereof, is issuable only in fully registered form (a "Global Note"), without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof (an "Authorized Denomination"). The Issuing and Paying Agent has been appointed registrar for the Senior Notes, and the Company will cause the Issuing and Paying Agent to maintain at its office (or drop agent) in The City of New York a register for the registration and transfer of Senior Notes. This Note may be transferred at the aforesaid office of the Issuing and Paying Agent by surrendering this Note for cancellation, duly endorsed or accompanied by a written instrument of transfer in form approved by the Issuing and Paying Agent and duly executed by the registered holder hereof in person or by the holder's attorney duly authorized in writing, and thereupon the Issuing and Paying Agent will issue in the name of the transferee or transferees, in exchange herefor, a new Senior Note or Notes having identical terms and provisions and having a like aggregate principal amount in Authorized Denominations, subject to the terms and conditions set forth herein and in the Issuing and Paying Agency Agreement, without charge except for any tax or other governmental charge imposed in relation thereto. The Issuing and Paying Agent is not required to exchange or register the transfer of any Senior Note during the period of 15 days immediately preceding the date of first giving any notice of redemption or after such Note has been selected for redemption.

This Note is not subject to any sinking fund.

This Note will be subject to redemption at the option of the Company at any time or in part from time to time, at the Company's option, at a redemption price (the "Redemption Price") equal to the greater of:

- 100% of the principal amount of the Note to be redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the Note to be redeemed (not including any portion of such payments of interest accrued to the date of redemption (the "Redemption Date")) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 50 basis points;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated "H.15(519)" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or

after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or

- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

The Treasury Rate will be calculated on the third business day preceding the Redemption Date.

"Comparable Treasury Issue" means the U.S. Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term ("Remaining Life") of the Senior Notes that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Senior Notes.

"Comparable Treasury Price" means (1) the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Independent Investment Banker" means J.P. Morgan Securities Inc., UBS Securities LLC, Wachovia Capital Markets, LLC or another independent investment banking institution of national standing appointed by us.

"Reference Treasury Dealer" means (1) each of J.P. Morgan Securities Inc. and UBS Securities LLC, or their respective successors, and any other primary U.S. government securities dealer in the United States (a "primary treasury dealer") selected by J.P. Morgan Securities Inc. or UBS Securities LLC, or their respective successors, *provided, however*, that if any of the foregoing ceases to be a primary treasury dealer, the Company will substitute therefor another primary treasury dealer and (2) any other primary treasury dealer selected by the Company after consultation with the Independent Investment Banker.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the third business day preceding such Redemption Date.

The Company will mail a notice of redemption to each holder of the Senior Notes by first-class mail at least 30 and not more than 60 days prior to the Redemption Date. Unless the Company defaults on the payment of the Redemption Price, interest will cease to accrue on the Senior Notes or portions thereof called for redemption. If fewer than all of the Senior Notes are to be redeemed, the Issuing and Paying Agent will select, not more than 60 days prior to the Redemption Date, the particular Senior Notes or portions thereof for redemption from the outstanding Senior Notes not previously called by such method as the Issuing and Paying Agent deems fair and appropriate.

If at the time of mailing the notice of redemption, the Company has not irrevocably directed the Issuing and Paying Agent to redeem the Senior Notes called for redemption, the notice may state that the redemption is subject to the receipt of the redemption moneys by the Issuing and Paying Agent on or prior to the Redemption Date and that the notice will be of no effect unless such moneys are received on or prior to such Redemption Date.

Liens. The Company will not, and will not permit any Subsidiary (as hereinafter defined) to, pledge or otherwise subject to any lien any of its property or assets (whether now or hereafter acquired and whether tangible or intangible) unless the Senior Notes are secured by such pledge or lien equally and ratably with all other obligations and indebtedness secured thereby so long as such other obligations and indebtedness shall be so secured.

The agreement of the Company contained in this paragraph does not apply to "Permitted Encumbrances." Permitted Encumbrances means:

(1) any lien on any asset securing indebtedness, including a capital lease, incurred or assumed for the purpose of financing all or any part of the cost of acquiring, repairing, constructing or improving such asset; provided that such lien attaches to such asset concurrently with or within 12 months after the acquisition thereof or the completion of the repair, construction or improvement thereof (including, without limitation, liens in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any state thereof, or for the benefit of holders of securities issued by any such entity to finance any of the foregoing).

(2) any lien on any asset of any person existing at the time such person is merged or consolidated with or into the Company or any of its Subsidiaries and not created in contemplation of such event.

(3) any lien existing on any asset prior to the acquisition thereof by the Company or any of its Subsidiaries and not created in contemplation of such acquisition.

(4) any lien arising out of the refinancing, extension, renewal or refunding of any debt secured by any lien permitted by any of the foregoing clauses or clauses (14), (15) or (19); provided that such debt is not increased and is not secured by any additional assets.

(5) liens for taxes, assessments or other governmental charges or levies not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with generally accepted accounting principles ("GAAP").

(6) statutory liens of landlords and liens of carriers, warehousemen, mechanics, materialmen, and interest owners of oil and gas production and other liens imposed by law, created in the ordinary course of business and for amounts not past due for more than 60 days or which are being contested in good faith by appropriate proceedings, properly instituted and diligently conducted and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with GAAP.

(7) liens incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds) in connection with pension or retirement plans, workers' compensation, unemployment insurance and other types of social security benefits or to secure the performance of tenders, bids, leases, contracts (other than for the prepayment of debt), statutory obligations and other similar obligations or arising as a result of progress payments under government contracts.

(8) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights of way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded) affecting the use of real property.

(9) attachment, judgment and other similar liens arising in connection with court proceedings, provided the execution or other enforcement of such liens is effectively stayed and the claims secured thereby are being contested in good faith in such a manner that the property subject to such liens is not subject to forfeiture.

(10) liens on deposits required by any person with whom the Company or any of its Subsidiaries enters into Swap Agreements or any credit support therefor, in each case, in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets or property held or reasonably anticipated.

(11) liens, including liens imposed by environmental laws, arising in the ordinary course of its business that (i) do not secure indebtedness, (ii) do not secure obligations in an aggregate amount exceeding $40,000,000 at any time, and (iii) do not in the aggregate materially detract from the value of its assets or materially impair the use thereof in the operation of its business.

(12) deposits securing liability to insurance carriers under insurance or self-insurance arrangements.

(13) liens securing indebtedness of a Subsidiary to the Company or another Subsidiary.

(14) liens created or assumed by a Subsidiary on any contract for the permitted sale of any product or service or any proceeds therefrom (including accounts and other receivables).

(15) liens created by a Subsidiary on advance payment obligations by such Subsidiary to secure indebtedness incurred to finance advances for oil, gas hydrocarbon and other mineral exploration and development.

(16) liens securing obligations, neither assumed by the Company or any Subsidiary nor on account of which the Company or any Subsidiary customarily pays interest, upon real estate or under which the Company or any Subsidiary has a right-of-way, easement, franchise or other servitude or of which the Company or any Subsidiary is the lessee of the whole thereof or any interest therein for the purpose of locating pipe lines, substations, measuring stations, tanks, pumping or delivery equipment or similar equipment.

(17) liens arising by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights as to deposit accounts or other funds maintained with a depository institution and liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon.

(18) liens granted to the administrative agent for the benefit of the lenders under the Company's revolving credit facility in respect of cash collateral for letters of credit issued under the facility.

(19) liens existing on the date of the Issuing and Paying Agency Agreement.

(20) liens arising in connection with a receivables securitization program securing indebtedness in an aggregate amount not to exceed at any one time outstanding 5% of Consolidated Tangible Net Assets.

(21) liens incurred in the ordinary course of business in connection with leases and subleases of real property owned or leased by the Company or any Subsidiary and not interfering with the ordinary conduct of the business of the Company and the Subsidiaries.

(22) other liens securing indebtedness in an aggregate amount not to exceed at any one time outstanding 15% of Consolidated Tangible Net Assets.

"Consolidated Tangible Net Assets" means, as of any date of determination, the total amount of consolidated assets of the Company and its Subsidiaries minus: (1) all current liabilities (excluding (a) any current liabilities that by their terms are extendable or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed and (b) current maturities of long-term debt) and (2) the value (net of any applicable reserves and accumulated amortization) of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on the consolidated balance sheet of the Company and its Subsidiaries for the most recently completed fiscal quarter or year, as applicable, prepared in accordance with GAAP.

"Subsidiary" means any corporation or other entity of which the Company and/or any other Subsidiary (within the meaning of this definition) owns (whether directly or indirectly) securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions.

"Swap Agreement" means any agreement with respect to any swap, forward, future or other derivative transaction or option or similar agreement entered into by the Company or any Subsidiary in order to provide protection to the Company and/or a Subsidiary against fluctuations in future interest rates, currency exchange rates or commodity prices.

Sale and Leaseback. The Company will not, and will not permit any Subsidiary to, enter into any agreement providing for the leasing by the Company or such Subsidiary of all or substantially all of the property of the Company or such Subsidiary, which property has been or is to be sold or transferred by the Company or such Subsidiary to the lessor thereof, or which is substantially similar in purpose to property so sold.

Merger, Consolidation, Etc. The Company shall not consolidate with or merge into any other entity or convey or transfer all or substantially all of its properties and assets as an entirety to any person, unless:

(1) the entity formed by such consolidation or into which the Company is merged or the person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety shall be an entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia (the "Successor Entity") and shall expressly assume, by amendment to the Issuing and Paying Agency Agreement signed by the Company and such Successor Entity and delivered to the Issuing and Paying Agent, the due and punctual payment of the principal of, premium, if any, and interest on all the Senior Notes and the performance or observance of every covenant hereof and of the Issuing and Paying Agency Agreement on the part of the Company to be performed or observed; and

(2) the Company shall have delivered to the Issuing and Paying Agent a certificate signed by an executive officer of the Company and a written opinion of counsel satisfactory to the Issuing and Paying Agent, each stating that such transaction and such amendment to the Issuing and Paying Agency Agreement comply with this paragraph and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any such consolidation or merger, or any conveyance or transfer of all or substantially all of the properties and assets of the Company as an entirety in accordance with this paragraph, the Successor Entity shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Issuing and Paying Agency Agreement and the Senior Notes with the same effect as if the Successor Entity had been named as the Company therein and thereafter the Company shall be released from its liability as obligor on any of the Senior Notes and under the Issuing and Paying Agency Agreement.

For purposes of the foregoing, "all or substantially all of its properties and assets" shall mean 50% or more of the total assets of the Company as shown on the consolidated balance sheet of the Company as of the end of the calendar year immediately preceding the day of the year in which such determination is made. Further, nothing in the Issuing and Paying Agency Agreement prevents or hinders the Company from selling, transferring or otherwise disposing during any calendar year (in one transaction or a series of transactions) less than 50% of the amount of its total assets as shown on the consolidated balance sheet of the Company as of the end of the immediately preceding calendar year.

Events of Default. The registered holder of this Note may, by notice in writing to the Company, declare the principal of this Note to be, and the same shall thereupon become, forthwith due and payable, together with interest accrued thereon, upon the occurrence and continuation of one or more of the following events of default:

(1) default in the payment of any interest on this Note when due or in the payment of any interest on any other Senior Note when due, which default continues and remains unremedied for at least 30 calendar days;

(2) default in the payment of principal or redemption price, as the case may be, on this Note or on any other Senior Note when due on the Maturity Date;

(3) a judgment, decree or order by a court having jurisdiction shall have been entered adjudicating the Company or any Significant Subsidiary (which term for purposes of this Note shall mean any subsidiary of the Company that would, under the standards set forth in Rule 405 of Regulation C under the Securities Act be a "Significant Subsidiary" as defined therein) bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of the Company or any Significant Subsidiary under the United States Bankruptcy Code or any other similar applicable Federal or state law, and such judgment, decree or order shall not have been vacated or set aside or stayed within 60 days of its entry; or a judgment, decree or order of a court having jurisdiction for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Company or of any Significant Subsidiary or of the whole or any substantial part of the property of any thereof, or for the winding up or liquidation of the affairs of any thereof, shall have been entered, and such judgment, decree or order shall not have been vacated or set aside or stayed within 60 days of its entry;

(4) the Company or any Significant Subsidiary shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under the United States Bankruptcy Code or any other similar applicable Federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of the whole or any substantial part of U.S. property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(5) the Company shall fail to perform or observe any other term, covenant or agreement contained in this Note to be performed or observed by it, and any such failure shall continue and remain unremedied for at least 30 calendar days after notice has been given in writing to the Company by the holder hereof, or

(6) the Company or any Subsidiary shall default in the payment when due (subject to any applicable grace period) whether at stated maturity or otherwise, of any principal of or interest on (howsoever designated) any indebtedness for borrowed money of, or guaranteed by, the Company or any Subsidiary (except any such indebtedness of any Subsidiary to the Company or to any other such Subsidiary), whether such indebtedness now exists or shall hereafter be created if the aggregate principal amount of all such indebtedness as to which such default has occurred equals or exceeds $40,000,000.

Defeasance. If, at or prior to the maturity of this Note, the Company shall deposit with the Issuing and Paying Agent, in trust for the benefit of the holder hereof, either:

(1) cash sufficient to pay the principal of and premium, if any, and interest on this Note as and when the same become due and payable, including upon redemption prior to maturity, or

(2) such amount of U.S. Government Securities (which term shall mean, for the purposes of this Note, direct obligations of the United States of America to pay principal which obligations are not callable at the issuer's option, or direct obligations of the United States of America to pay interest, in each case for the payment of which the full faith and credit of the United States of America is pledged) as will together with the income to accrue thereon without consideration of any reinvestment thereof be sufficient to pay the principal of and premium, if any, and interest on this Note as and when the same become due and payable, including upon redemption prior to maturity,

then in such case, the Company shall be deemed to have satisfied and discharged this Note, *provided* that if this Note is to be redeemed prior to maturity, this Note will not be deemed satisfied and discharged until such Note has been irrevocably called or designated for redemption on a date when this Note may be called for redemption and proper notice of redemption has been given as provided herein or the Company has given the Issuing and Paying Agent irrevocable instructions to give such notice of redemption.

No provision of this Note or of the Issuing and Paying Agency Agreement shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay principal, premium, if any, and interest in respect of this Note at the times, places and rate of formula, and In the coin or currency, herein prescribed.

Prior to due presentment of this Note for registration of transfer, the Company, the Issuing and Paying Agent and any agent of the Company or the Issuing and Paying Agent may treat the holder in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Issuing and Paying Agent nor any such agent shall be affected by notice to the contrary.

Any action by the holder of this Note shall bind all future holders of this Note, and of any Note issued in substitution herefor or in place hereof, in respect of anything done or permitted by the Company or the Issuing and Paying Agent in pursuance of such action.

So long as this Note shall be outstanding, the Company will maintain an office or agency for the payment of the principal of, premium, if any, and interest on this Note as herein provided in the Borough of Manhattan, The City of New York, and an office or agency in said Borough of Manhattan for the registration and transfer as aforesaid of the Senior Notes. The Company may designate other agencies for the payment of said principal, premium, if any, and interest at such place or places (subject to applicable laws and regulations) as the Company may decide. So long as there shall be an Issuing and Paying Agent, the Company shall keep the Issuing and Paying Agent advised of the names and locations of such agencies, if any agency is so designated.

Any moneys deposited with the Issuing and Paying Agent for the payment of the principal of, premium, if any, or interest on any Senior Notes, and remaining unclaimed at the end of two years after the last of such principal or interest shall have become due and payable (whether at maturity or otherwise), shall then be repaid to the Company and upon such repayment all liability of the Issuing and Paying Agent with respect to such moneys shall thereupon cease, without, however, limiting in any way any obligation which the Company may have to pay the principal of, premium, if any, or interest on this Note as the same shall become due.

The Issuing and Paying Agency Agreement and this Note shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in such State, without regard to principles of conflicts of laws.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM- as tenants in common

UNIF GIFT MIN ACT- _____ (Cust) Custodian _____ (Minor)

TEN ENT- as tenants by the entireties

Under Uniform Gifts to Minors Act

JT TEN- as joint tenants with right of survivorship and not as tenants in common

_____ State

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell (s), assign (s) and transfer (s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee

the within Note and all rights thereunder hereby irrevocably constituting and appointing attorney to transfer said Note on the books of the Issuing and Paying Agent, with full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By:

Name:
Title:

EXHIBIT B—FORM OF BOND POWER

[Form of Bond Power]

FOR VALUE RECEIVED the undersigned Registered Holder(s) hereby sell(s), assign(s) and transfer(s) unto

_____

_____

(please print or typewrite name, address, including postal zip code, and Taxpayer identification number of assignee) the attached Note and all rights thereunder, hereby irrevocably constituting and appointing attorney to transfer said Note on the books of the issuer with full power of substitution in the premises.

In connection with any transfer of the attached Note of Enogex LLC (the "Company"), the undersigned confirms that without utilizing any general solicitation or general advertising:

[Check One]

☐ (a) The Note is being transferred by the undersigned to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act")) acting for its own account or for the account of another "qualified institutional buyer" in reliance upon the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A thereunder.

or

☐ (b) The Note is being transferred by the undersigned to a person who is not a "U.S. person" (as defined in Rule 902 of Regulation S under the Securities Act ("Regulation S")) in a transaction or transactions taking place outside the United States in accordance with Regulation S.

or

☐ (c) The Note is being transferred pursuant by the undersigned in reliance upon the exemption from the registration provisions of Section 5 of the Securities Act provided by _____.

The undersigned also confirms that it did not purchase the Note as part of the initial distribution thereof and that the transfer is being effected pursuant to and in accordance with an exemption from registration under the Securities Act.

The Issuing and Paying Agent will not register the Note in the name of any person other than the Registered Holder(s) thereof unless (1) one of the foregoing boxes is checked and (2) the other conditions to any such transfer of registration set forth on the face of the Note and in Section 12 of the Issuing and Paying Agency Agreement shall have been satisfied.

Dated: _____

By: _____

NOTICE: The signature of the Registered Holder(s) to this assignment must correspond with the name as written upon the face of the attached Note.

TO BE COMPLETED BY PURCHASER IF (a) ABOVE IS CHECKED:

The undersigned represents and warrants that it is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) and that it is acquiring the Note for its own account or for accounts for which it exercised sole investment discretion and that, if applicable, each account is a "qualified institutional buyer." The undersigned acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the Registered Holder(s) is relying upon the foregoing representations in order to claim the exemption from the registration provisions of Section 5 of the Securities Act provided by Rule 144A. The undersigned acknowledges that the Note cannot be resold unless registered under the Securities Act or pursuant to an exemption from registration under the Securities Act.

(Name of Transferee)

Dated: _____

By: _____

NOTICE: To be executed by an executive officer.

TO BE COMPLETED BY PURCHASER IF (b) ABOVE IS CHECKED:

The undersigned represents and warrants that it is not a "U.S. person" (as defined in Rule 902 of Regulation S under the Securities Act) and that it is acquiring the Note in a transaction or transactions taking place outside the United States in accordance with Regulation S. The undersigned acknowledges that the Note cannot be resold unless registered under the Securities Act or pursuant to an exemption from registration under the Securities Act.

(Name of Transferee)

Dated: _____

By: _____

NOTICE: To be executed by an executive officer.

Exhibit 10.6

EXECUTION VERSION

OMNIBUS AGREEMENT

among

CENTERPOINT ENERGY, INC.,

OGE ENERGY CORP.,

ENOGEX HOLDINGS LLC

AND

CENTERPOINT ENERGY FIELD SERVICES LP

OMNIBUS AGREEMENT

THIS OMNIBUS AGREEMENT ("***Agreement***") is entered into on, and effective as of, May 1, 2013, and is by and among CenterPoint Energy, Inc, a Texas corporation ("***CNP***"), OGE Energy Corp., an Oklahoma corporation ("***OGE***"), Enogex Holdings LLC, a Delaware limited liability company ("***Bronco***"), and CenterPoint Energy Field Services LP, a Delaware limited partnership ("***Opco***"). The above-named entities are sometimes referred to in this Agreement individually as a "***Party***", and collectively as the "***Parties***."

R E C I T A L S:

1. It is a condition to the consummation of the transactions contemplated by the Master Formation Agreement that the Parties enter into this Agreement.

2. The Parties desire by their execution of this Agreement to evidence their agreement, as more fully set forth in Article II, with respect to certain indemnification obligations of CNP, OGE and Bronco to Opco.

3. The Parties desire by their execution of this Agreement to evidence their agreement, as more fully set forth in Article III, with respect to certain business opportunities to be offered to Opco by CNP and OGE and certain obligations of CNP, OGE and Bronco to Opco.

4. The Parties desire by their execution of this Agreement to evidence their agreement, as more fully set forth in Article IV, to certain additional covenants.

NOW, THEREFORE, in consideration of the premises set forth above and the respective representations, warranties, covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 *Definitions*. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"***Affiliate***" has the meaning set forth in the Master Formation Agreement.

"***Agreement***" has the meaning set forth in the Preamble.

"***Allocated Value***" has the meaning set forth in Section 3.1(e).

"***Assumed Claims***" has the meaning set forth in Section 4.5(a).

"***Bronco***" has the meaning set forth in the Preamble.

"***Bronco Entities***" means Bronco and its Affiliates; and "***Bronco Entity***" means any of the Bronco Entities.

"***Bronco Fall-Away Date***" has the meaning set forth in the Partnership Agreement.

"***Bronco Parties***" means Bronco Midstream Holdings, LLC, a Delaware limited liability company, and Bronco Midstream Holdings II, LLC, a Delaware limited liability company.

"***Business Day***" means any day on which commercial banks are generally open for business in New York, New York other than a Saturday, a Sunday or a day observed as a holiday in New York, New York under the Laws of the State of New York or the federal Laws of the United States of America.

"***CEFS***" means CenterPoint Energy Field Services, LLC, a Delaware limited liability company.

"***CEFS Group Entities***" means CEFS and the entities that are Subsidiaries of CEFS immediately prior to the Closing.

"***CERC***" means CenterPoint Energy Resources Corp., a Delaware corporation and wholly owned subsidiary of CNP.

"***CERC Indenture***" means that certain Indenture, dated as of February 1, 1998, between CERC and the Bank of New York Mellon Trust Company, N.A. (successor to JPMorgan Chase Bank, National Association (formerly Chase Bank of Texas, National Association)), as trustee, as supplemented and amended.

"***Closing Date***" has the meaning set forth in the Master Formation Agreement.

"***Closing***" has the meaning set forth in the Master Formation Agreement.

"***CNP***" has the meaning set forth in the Preamble.

"***CNP Entities***" means CNP and its Subsidiaries; and "***CNP Entity***" means any of the CNP Entities.

"***CNP Guarantees***" has the meaning set forth in Section 4.4.

"***CNP Indemnified Taxes***" has the meaning set forth in the Master Formation Agreement.

"***CNP Midstream Insurance Policies***" has the meaning set forth in the Master Formation Agreement.

"***CNP Midstream Entities***" has the meaning set forth in the Master Formation Agreement.

"***Code***" has the meaning set forth in the Master Formation Agreement.

"***Covered Acquisition***" has the meaning set forth in Section 3.1(b)(ii).

"***Disinterested Directors***" means (a) as used in Section 2.4(e), the members of the board of directors of GP LLC that have been designated by the one of CNP or OGE that is not adverse to Opco in a claim under Article II, and (b) as used in Section 3.1, the members of the board of directors of GP LLC that have been designated by the one of CNP or OGE that is not the acquiring Sponsor Party in the subject transaction.

"***Enogex***" means Enogex Holdings II LLC, a Delaware limited liability company.

"***Enogex Assets***" means all assets of the Enogex Entities immediately prior to the Closing.

"***Enogex Entities***" has the meaning set forth in the Master Formation Agreement.

"***Enogex Insurance Policies***" has the meaning set forth in the Master Formation Agreement.

"***Fall Away Covenants***" has the meaning set forth in Section 4.1(a).

"***General Partner LLC Agreement***" means the Amended and Restated Limited Liability Company Agreement of CNP OGE GP LLC as it may be amended, supplemented or restated from time to time.

"***GP LLC***" means CNP OGE GP LLC, a Delaware limited liability company.

"***Group Member***" means any member of the Opco Group.

"***Indemnified Party***" means the Person entitled to indemnification in accordance with Article II.

"***Indemnifying Party***" means the Person from whom indemnification may be required in accordance with Article II.

"***Insurance Policies***" has the meaning set forth in Section 4.5(a).

"***IPO Closing Date***" means the date of consummation of an initial public offering of Opco's (or its successor's) common equity.

"***Law***" has the meaning set forth in the Master Formation Agreement.

"***LDCs***" has the meaning set forth in paragraph (a) of the definition of "***Midstream Operations***."

"***Losses***" has the meaning set forth in Section 2.1(a).

"***Master Formation Agreement***" means that Master Formation Agreement dated as of March 14, 2013 by and among CNP, OGE and the Bronco Parties.

"***Midstream Operations***" means the gathering, compression, treatment, processing, blending, transportation, storage, isomerization and fractionation of crude oil and natural gas, its associated production water and enhanced recovery materials such as carbon dioxide, and its respective constituents and the following products: methane, natural gas liquids (Y-grade, ethane, propane, normal butane, isobutane and natural gasoline), condensate, and refined products and distillates (gasoline, refined product blendstocks, olefins, naphtha, aviation fuels, diesel, heating oil, kerosene, jet fuels, fuel oil, residual fuel oil, heavy oil, bunker fuel, cokes and asphalts), to the extent such activities are located within the United States, but excluding any such operations in connection with:

(a) the local distribution of natural gas as a public utility for ultimate consumption ("***LDCs***");

(b) retail marketing, supply and delivery of natural gas and propane for direct consumption by end users;

(c) short-haul intrastate pipelines to serve industrial and commercial facilities that are either included in rate base or paid for by the customer, but in any case not in excess of 20 miles in length without the approval of Opco, which approval will not be unreasonably withheld, and contracting for storage services to source supplies for marketing operations;

(d) wholesale sales of natural gas and gas liquids (*i.e.*, ethane, propane and butane) to power generators, utilities and resellers;

(e) temporary on-site delivery services of compressed or liquefied natural gas to LDC's, pipelines, or commercial and industrial end-users;

(f) the manufacture of chemicals, polymers, and fuel products and additives; and

(g) any retained interest in SESH indirectly held by CNP following the Closing as contemplated by the Master Formation Agreement.

"***OGE***" has the meaning set forth in the Preamble.

"***OGE/Bronco Group Indemnified Taxes***" has the meaning set forth in the Master Formation Agreement.

"***OGE Entities***" means OGE and its Subsidiaries; and "***OGE Entity***" means any of the OGE Entities.

"***Opco***" has the meaning set forth in the Preamble, and if the IPO Closing Date occurs, means the publicly traded Delaware limited partnership that Opco shall become as of the IPO Closing Date.

"***Opco Group***" means Opco and any Subsidiary of Opco, taken together.

"***Partnership Agreement***" means the First Amended and Restated Agreement of Limited Partnership of Opco, as it may be further amended, supplemented or restated from time to time.

"***Party***" and "***Parties***" has the meaning set forth in the Preamble.

"***Person***" has the meaning set forth in the Master Formation Agreement.

"***Restricted Business***" has the meaning set forth in Section 3.1(a).

"***SESH***" has the meaning set forth in the Master Formation Agreement.

"***Sponsor Parties***" means, collectively, CNP and OGE; and "***Sponsor Party***" means either of CNP or OGE.

"***Subject Marks***" has the meaning set forth in Section 4.3.

"***Subsidiary***" or "***Subsidiaries***", except as indicated in Section 4.1(b), has the meaning set forth in the Master Formation Agreement.

1.2 *Rules of Construction*.

(a) The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article" or "Section" followed by a number or a letter refer to the specified Article or Section of this Agreement. The terms "this Agreement," "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof.

(b) Unless otherwise specifically indicated or the context otherwise requires, (i) all references to "dollars" or "$" mean United States dollars, (ii) words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders and (iii) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." If any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day. Reference to any Party hereto is also a reference to such Party's permitted successors and assigns.

ARTICLE II
INDEMNIFICATION

2.1 *CNP Indemnification*.

(a) Subject to the provisions of this Section 2.1 and Section 2.4, CNP shall indemnify, defend and hold harmless Opco from and against any losses, damages, liabilities, claims, demands, causes of action, judgments, settlements, fines, penalties, costs and expenses (including, without limitation, court costs and reasonable attorney's and expert's fees) of any and every kind or character, known or unknown, fixed or contingent (collectively "***Losses***") suffered or incurred by the Opco Group by reason of or arising out of:

(i) the failure of the representations and warranties of CNP in Section 3.2 (Authority) of the Master Formation Agreement to be true as of the Closing Date;

(ii) the failure of the representations and warranties of CNP in Section 3.3 (Capitalization) of the Master Formation Agreement to be true as of the Closing Date (except for such representations and warranties made as of a specific date, which shall be true and correct as of such specific date);

(iii) the failure of the representations and warranties of CNP in Section 3.7(b) (Permits) of the Master Formation Agreement to be true as of the Closing Date;

(iv) the failure of the representations and warranties of CNP in Section 3.10 (Environmental Matters) of the Master Formation Agreement to be true as of the Closing Date;

(v) the failure of the representations and warranties of CNP in Section 3.11 (Title to Properties and Rights of Way) of the Master Formation Agreement to be true as of the Closing Date;

(vi) the failure of the representations and warranties of CNP in Section 3.14(b) (Tax Matters) of the Master Formation Agreement to be true as of the Closing Date;

(vii) all CNP Indemnified Taxes pursuant to Section 8.1 of the Master Formation Agreement; or

(viii) events and conditions associated with the ownership and operation of the business and assets of the CNP Entities (excluding the CEFS Group Entities) whether occurring prior to or after the Closing.

(b) No claim may be made against CNP for indemnification pursuant to Section 2.1(iii), (iv) or (v) unless the aggregate dollar amount of the Losses suffered or incurred by the Opco Group with respect to such claim exceeds $25 million, and after such time CNP shall be liable only for such Losses in excess of such amount.

(c) In no event shall CNP's aggregate obligation to indemnify Opco pursuant to Section 2.1(iii), (iv) and (v) exceed $250 million.

(d) CNP shall have no indemnification obligations (i) pursuant to Section 2.1(iii) with respect to a claim unless CNP receives notice of the claim, in compliance with Section 2.4(a), from the Opco Group during the period beginning on the date hereof and ending on the first anniversary of the Closing Date; (ii) pursuant to Section 2.1(a)(iv) or (v) with respect to a claim unless CNP receives notice of the claim, in compliance with Section 2.4(a), from the Opco Group during the period beginning on the date hereof and ending on the third anniversary of the Closing Date; and (iii) pursuant to Section 2.1(a)(vi) or (vii) with respect to a claim unless CNP receives notice of the claim, in compliance with Section 2.4(a) from the Opco Group during the period beginning on the date hereof and ending on the 30th day after the expiration of the applicable statute of limitations (including any extensions thereof).

2.2 *OGE Indemnification*.

(a) Subject to the provisions of this Section 2.2 and Section 2.4, OGE shall indemnify, defend and hold harmless Opco from and against any Losses suffered or incurred by the Opco Group by reason of or arising out of:

(i) the failure of the representations and warranties of OGE in Section 4.2 (Authority) of the Master Formation Agreement to be true as of the Closing Date;

(ii) the failure of the representations and warranties of OGE in Section 4.3 (Capitalization) of the Master Formation Agreement to be true as of the Closing Date (except for such representations and warranties made as of a specific date, which shall be true and correct as of such specific date);

(iii) the failure of the representations and warranties of OGE in Section 4.7(b) (Permits) of the Master Formation Agreement to be true as of the Closing Date;

(iv) the failure of the representations and warranties of OGE in Section 4.10 (Environmental Matters) of the Master Formation Agreement to be true as of the Closing Date;

(v) the failure of the representations and warranties of OGE in Section 4.11 (Title to Properties and Rights of Way) of the Master Formation Agreement to be true as of the Closing Date;

(vi) the failure of the representations and warranties of OGE in Section 4.14(b) (Tax Matters) of the Master Formation Agreement to be true as of the Closing Date;

(vii) OGE's pro rata share of all OGE/Bronco Group Indemnified Taxes pursuant to Section 8.2 of the Master Formation Agreement; or

(viii) events and conditions associated with the ownership and operation of the business and assets of the OGE Entities (excluding the Enogex Entities) whether occurring prior to or after the Closing.

(b) No claim may be made against OGE for indemnification pursuant to Section 2.2(iii), (iv) or (v) unless the aggregate dollar amount of the Losses suffered or incurred by the Opco Group with respect to such claim exceeds $25 million, and after such time OGE shall be liable only for such Losses in excess of such amount.

(c) In no event shall OGE's aggregate obligation to indemnify Opco pursuant to Section 2.2(iii), (iv) and (v) exceed $250 million.

(d) OGE and Bronco shall be severally liable (pro rata in proportion to their membership interests in Enogex immediately prior to the Closing, and only to the extent of such proportional interest) for all Losses that give rise to an indemnification obligation of OGE under Section 2.2(a)(vii) and Bronco under Section 2.3(a)(iii).

(e) OGE shall have no indemnification obligations (i) pursuant to Section 2.2(iii) with respect to a claim unless OGE receives notice of the claim, in compliance with Section 2.4(a), from the Opco Group during the period beginning on the date hereof and ending on the first anniversary of the Closing Date; (ii) pursuant to Section 2.2(a)(iv) or (v) with respect to a claim unless OGE receives notice of the claim, in compliance with Section 2.4(a), from the Opco Group during the period beginning on the date hereof and ending on the third anniversary of the Closing Date; and (iii) pursuant to Section 2.2(a)(vi) or (vii) with respect to a claim unless OGE receives notice of the claim, in compliance with Section 2.4(a) from the Opco Group during the period beginning on the date hereof and ending on the 30th day after the expiration of the applicable statute of limitations (including all extensions thereof).

2.3 *Bronco Indemnification*.

(a) Subject to the provisions of this Section 2.3 and Section 2.4, Bronco shall indemnify, defend and hold harmless Opco from and against any Losses suffered or incurred by the Opco Group by reason of or arising out of:

(i) the failure of the representations and warranties of the Bronco Parties in Section 5.2 (Authority) of the Master Formation Agreement to be true as of the Closing Date;

(ii) the failure of the representations and warranties of the Bronco Parties in Section 5.3 (Capitalization) of the Master Formation Agreement to be true as of the Closing Date (except for such representations and warranties made as of a specific date, which shall be true and correct as of such specific date);

(iii) the Bronco Parties' pro rata share of all OGE/Bronco Group Indemnified Taxes pursuant to Section 8.2 of the Master Formation Agreement; or

(iv) events and conditions associated with the ownership and operation of the business and assets of the Bronco Entities (excluding the Enogex Entities) whether occurring prior to or after the Closing.

(b) OGE and Bronco shall be severally liable (pro rata in proportion to their membership interests in Enogex immediately prior to the Closing, and only to the extent of such proportional interest) for all Losses that give rise to an indemnification obligation of OGE under Section 2.2(a)(vii) and Bronco under Section 2.3(a)(iii).

(c) Bronco shall have no indemnification obligations pursuant to Section 2.3(a)(iii) with respect to a claim unless Bronco receives notice of the claim, in compliance with Section 2.4(a) from the Opco Group during the period beginning on the date hereof and ending on the 30th day after the expiration of the applicable statute of limitations (including all extensions thereof).

2.4 *Indemnification Procedures*.

(a) Opco agrees that promptly after it becomes aware of facts giving rise to a claim for indemnification under this Article II, it will provide notice thereof in writing to the applicable Indemnifying Party, specifying the nature of and specific basis for such claim; *provided*,

however, that in the event GP LLC elects not to cause Opco to pursue a claim for indemnification that Opco is entitled to pursue under this Article II that could result in the payment of any amount by the Indemnifying Party, Bronco shall have the right to cause GP LLC to cause Opco to pursue such claim by delivering written notice of Bronco's election to GP LLC until the Bronco Fall-Away Date. Promptly following the receipt by GP LLC of Bronco's written election pursuant to the foregoing proviso, Opco will provide notice thereof in writing to the applicable Indemnifying Party, specifying the nature of and specific basis for such claim, and GP LLC shall thereafter cause Opco to diligently pursue such claim in accordance with this Section 2.4. If Opco fails to provide such notice to the Indemnifying Party within ten (10) Business Days or if Opco fails to diligently pursue such claim in accordance with this Section 2.4, then Bronco may notify the Indemnifying Party of such claim directly and may control the pursuit of such claim against the Indemnified Party on behalf of Opco. Both CNP and OGE agree to cause their designated members of the board of directors of GP LLC to approve the actions reasonably requested by Bronco with respect to any such claim.

(b) The Indemnifying Party (or Indemnifying Parties) shall have the right to control at its sole cost and expense all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification under this Article II, including, without limitation, the selection of counsel, determination of whether to appeal any decision of any court and the settling of any such matter or any issues relating thereto; *provided*, *however*, that no such settlement shall be entered into without the prior written consent of the Indemnified Party unless it includes a full release of the Indemnified Party from such matter or issues, as the case may be.

(c) The Indemnified Party agrees to cooperate fully with each Indemnifying Party, with respect to all aspects of the defense of any claims covered by the indemnification under this Article II, including, without limitation, the prompt furnishing to each Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the name of the Indemnified Party to be utilized in connection with such defense, the making available to each Indemnifying Party of any files, records or other information of the Indemnified Party that any Indemnifying Party reasonably considers relevant to such defense, the granting to the Indemnifying Party of reasonable access rights to the properties and facilities of the Indemnified Party and the making available to each Indemnifying Party of any employees of the Indemnified Party; *provided, however*, that in connection therewith each Indemnifying Party agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all files, records, and other information furnished by the Indemnified Party pursuant to this Section 2.4. In no event shall the obligation of the Indemnified Party to cooperate with each Indemnifying Party as set forth in the immediately preceding sentence be construed as imposing upon the Indemnified Party an obligation to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Article II; *provided*, *however*, that the Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) In determining the amount of any Losses for which the Indemnified Party is entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any cash insurance proceeds realized by the Indemnified Party, and such correlative insurance benefit shall be net of any incremental insurance premiums that become due and payable by the Indemnified Party as a result of such claim and (ii) all cash amounts recovered by the Indemnified Party under contractual indemnities from third Persons.

(e) To the extent that any indemnification claim under this Article II involves a claim where Opco, on the one hand, and either CNP or OGE, on the other hand, are adverse, Opco's rights and obligations shall be controlled by the Disinterested Directors. Both CNP and OGE agree to cause their designated members of the board of directors of GP LLC who are not Disinterested Directors to approve the actions of the Disinterested Directors with respect to any such claim.

2.5 *Exclusive Remedy*. The indemnification provisions of this Article II will be the exclusive remedy following the Closing for any breaches or alleged breaches of any representation, warranty or covenant of the Master Formation Agreement, except with respect to claims or causes of action arising from breaches or alleged breaches of Sections 6.2(b), 6.2(c), 6.5(c), 6.7(a)(ii), 6.7(b)(ii), 6.8, 6.13, 6.14, 6.15, 6.18 and 9.3 and Article X of the Master Formation Agreement or from fraud or willful misconduct. Each of the Parties, on behalf of itself and its members, officers, directors, employees, stockholders, equityholders, partners and Affiliates, agrees not to bring any actions or proceedings, at law, equity or otherwise against any other Party or its members, officers, directors, employees, shareholders, partners and Affiliates, in respect of any breaches or alleged breaches of any representation, warranty or covenant of the Master Formation Agreement or the transactions contemplated thereby, except pursuant to the express provisions of this Article II and except with respect to claims or causes of action arising from fraud or willful misconduct.

2.6 *Other Indemnification Matters*.

(a) For the avoidance of doubt, except as expressly set forth in this Article II, there is no monetary cap on the amount of indemnity coverage provided by any Indemnifying Party under this Article II.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ANY PARTY'S INDEMNIFICATION OBLIGATION HEREUNDER COVER OR INCLUDE CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES OR LOST PROFITS SUFFERED BY ANY OTHER PARTY ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT.

(c) THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

ARTICLE III
EXCLUSIVITY

3.1 *Sponsor Party Obligations*.

(a) Except as permitted by Section 3.1(b), for so long as either Sponsor Party holds (i) any interest in the general partner of Opco, or (ii) at least 20% of the aggregate number of outstanding common and subordinated units of Opco, except with the written consent of the other Sponsor Party, each Sponsor Party shall be prohibited from, directly or indirectly, owning, operating, acquiring, or investing in any business engaged, wholly or partly, in Midstream Operations (a "***Restricted Business***"), other than through Opco.

(b) Notwithstanding any provision of Section 3.1(a) to the contrary, either Sponsor Party may, without the consent of the other Sponsor Party, acquire a Restricted Business subject to the following restrictions:

(i) if the acquiring Sponsor Party intends to cease using the assets of the Restricted Business in Midstream Operations within 12 months of the acquisition of such Restricted Business, the acquiring Sponsor Party shall promptly following completion of such acquisition deliver written notice to Opco of such event and of such intention; or

(ii) if the Restricted Business acquired has an Allocated Value (a "***Covered Acquisition***") (A) in excess of $50 million or (B) in excess of $100 million in the aggregate with the acquiring Sponsor Party's other Restricted Businesses, then (1) the acquiring Sponsor Party shall promptly following completion of such acquisition deliver written notice to Opco of such event, and (2) Opco may elect (subject to any applicable approvals for a Related Party Transaction (as defined in the General Partner LLC Agreement)), within 60 days of receipt of such notice, to purchase all of such Restricted Businesses for a price equal to the Allocated Value and on other terms and conditions reasonably similar to the terms and conditions on which the acquiring Sponsor Party purchased such Restricted Businesses, by delivering written notice of such election to such Sponsor Party. In the event Opco timely elects to acquire such Restricted Businesses from such Sponsor Party, the Parties shall take such actions as are reasonably necessary to complete the sale of such Restricted Businesses to Opco promptly. In the event Opco does not so elect, such Sponsor Party shall be permitted to own and operate such Restricted Businesses and such Restricted Businesses shall not be included in the calculation of the aggregate value of such Sponsor Party's Restricted Businesses for purposes of clause (B) above; *provided*, *however*, that if the fair market value of the Midstream Operations included in the Restricted Business in a Covered Acquisition (as determined in good faith by the Board of Directors of the acquiring Sponsor Party) is greater than 66 2/3% of the fair market value of the Covered Acquisition (as determined in good faith by the Board of Directors of the acquiring Sponsor Party), then the acquiring Sponsor Party shall use commercially reasonable efforts to dispose of the Restricted Business within 24 months of the date on which Opco's option to purchase pursuant to this Section 3.1(b) expired.

(c) Except as set forth in this Section 3.1, no Party shall have any right to seek to enjoin, restrict or prevent any transaction undertaken by a Sponsor Party due to the fact such transaction involves Midstream Operations.

(d) The Sponsor Party obligations set forth in this Section 3.1 shall not restrict or otherwise encumber any Person that acquires a Sponsor Party or such acquiror's Subsidiaries (other than the Sponsor Party and its Subsidiaries).

(e) For purposes of this Section 3.1, "***Allocated Value***" shall mean (i) with respect to any transaction in which there is a bona fide value specifically allocated to the Restricted Business, the value so allocated in such transaction, or (ii) with respect to any transaction in which there is no such allocation of value to the Restricted Business, (A) the value agreed between the acquiring Sponsor Party and Opco (subject to any applicable approvals for a Related Party Transaction) or (B) if there is no agreement on value, then the acquiring Sponsor Party and Opco shall submit the determination of the "Allocated Value" to arbitration by a mutually agreed nationally recognized investment bank which shall determine such matter (the arbitration shall be "baseball" arbitration, with each party submitting a proposed resolution of the "Allocated Value" and the arbitrator selecting the proposal of one of the parties).

(f) Opco's rights and obligations under this Section 3.1 shall be controlled by the Disinterested Directors. Both CNP and OGE agree to cause their designated members of the board of directors of GP LLC who are not Disinterested Directors to approve the actions of the Disinterested Directors with respect to any such transaction.

ARTICLE IV
ADDITIONAL AGREEMENTS

4.1 *CERC Indenture*.

(a) Until the earlier of (i) January 15, 2014 and (ii) the date CERC's 5.95% Senior Notes due 2014 and 7.875% Senior Notes due 2013 are no longer outstanding, Opco shall, and shall cause its Subsidiaries to, comply with the Restrictions on Liens and Restrictions on Sale and Leaseback Transaction covenants (the "***Fall Away Covenants***") in the CERC Indenture.

(b) For so long as Opco is a "subsidiary" (as defined in the CERC Indenture) of CERC, Opco shall, and shall cause its Subsidiaries to, subject to Section 4.1(a), comply with the restrictions contained in the CERC Indenture as of the date hereof and applicable to a "subsidiary" (as defined in the CERC Indenture) of CERC, other than the Fall Away Covenants.

4.2 *Confidentiality Obligations of Bronco*. Bronco acknowledges that, from time to time, it may receive information (including by virtue of the observation rights granted to Bronco in Section 3.4 of the Partnership Agreement) from or regarding another Party, another Party's customers or another Party's Affiliates in the nature of trade secrets or secret or proprietary information or information that is otherwise confidential, the release of which may be damaging to the Party or its Affiliates, as applicable, or Persons with which they do business (such information referred to herein as "***Confidential Information***"). Notwithstanding the foregoing, "Confidential Information" shall not include (x) information that Bronco has received from a source independent of such Party and that Bronco reasonably believes such source obtained without breach of any obligation of confidentiality, (y) public information or (z) information that is independently developed by Bronco or its Affiliates without reliance on the Confidential Information. Bronco shall hold in strict confidence any Confidential Information it receives and

may not disclose any Confidential Information to any Person other than another Party, except for disclosures (i) to comply with any Laws (including applicable stock exchange or quotation system requirements), (ii) to Bronco and its Affiliates, and its and their respective officers, directors, employees, agents, advisers or representatives, but only if the recipients of such information have agreed to be bound by confidentiality provisions that are no less stringent than those set forth in this Section 4.2, (iii) to existing and prospective lenders, existing and prospective investors, attorneys, accountants, consultants and other representatives of Bronco or its Affiliates with a need to know such information (including a need to know for Bronco's own purposes), *provided, however*, that Bronco shall be responsible for such representatives' use and disclosure of any such information, or (iv) in connection with any proposed "transfer" (as defined in the Partnership Agreement) of Bronco's "Units" (as defined in the Partnership Agreement), to Persons to which such interest may be transferred as permitted by the Partnership Agreement, but only if the recipients of such information have agreed in writing to be bound by confidentiality provisions that are no less stringent than those set forth in this Section 4.2. Bronco shall not use any Confidential Information, and shall restrict any of its Affiliates, officers, directors, employees, agents, advisers or representatives to whom Confidential Information has been disclosed pursuant to this Section 4.2 from using any such Confidential Information, for the benefit of any Person (other than a Group Member) in which Bronco or an Affiliate of Bronco has an economic interest in any manner that could have a material detriment on any Group Member. The obligations set forth in the preceding sentence shall expire on the date that is two (2) years after the Bronco Fall-Away Date; provided, that if, prior to the Bronco Fall-Away Date, Opco notifies Bronco that specified Confidential Information is subject to a contractual obligation of Opco to cause Persons that receive such Confidential Information not to use such Confidential Information in the manner set forth in the preceding sentence for a longer period, then the obligations of Bronco in the preceding sentence shall remain in effect with respect to such specified Confidential Information until the expiration of such longer period.

4.3 *Use of Names and Insignia*. Except as set forth in this Section 4.3, Opco agrees that from and after the Closing Date, none of Opco or its Subsidiaries will directly or indirectly use or otherwise exploit, in connection with any business activities, any service marks, trademarks, trade names, trade dress, Internet domain names, identifying symbols, logos, emblems, signs or insignia related thereto or containing or comprising the foregoing, including any word or logo confusingly similar thereto, containing the words "CenterPoint Energy," "OGE" or "Enogex" or any abbreviations or derivations thereof (the "***Subject Marks***"). As soon as is reasonably practicable following the selection of a new name by Opco, but in any event within one year following the Closing Date, Opco and its Subsidiaries will cease to use the Subject Marks and use commercially reasonable efforts to remove the Subject Marks from all entity names and assets of Opco and its Subsidiaries.

4.4 *Replacement of CNP Guarantees*. Exhibit A hereto lists certain guarantees (the "***CNP Guarantees***") issued by CNP or CERC for the benefit of a member of the Opco Group as of the Closing Date. Opco and CNP shall use commercially reasonable efforts and cooperate with each other to terminate, or cause to be terminated, the CNP Guarantees and release, or cause to be released, CNP, CERC or their applicable affiliate from the CNP Guarantees, including by causing a member of the Opco Group to enter into a substitute guarantee for each CNP Guarantee or to assume the CNP Guarantees, in each case within 180 days following the Closing Date; *provided*, *however*, that nothing in this Section 4.4 shall obligate any Group Member to provide any form of security other than a guarantee, including any letter of credit, cash collateral or security interest in any asset.

4.5 *Insurance*.

(a) At Opco's request, each of CNP and OGE agrees to use commercially reasonable efforts to assert and diligently pursue all rights to insurance coverage under the CNP Midstream Insurance Policies and Enogex Insurance Policies and any other past insurance policies of each of CNP and OGE relating to the business or the assets of the CNP Midstream Entities or the Enogex Entities (such insurance policies collectively referred to herein as the "***Insurance Policies***") with respect to insured claims asserted prior to the Closing and any such claims asserted following the Closing that are covered under an applicable Insurance Policy (collectively, the "***Assumed Claims***"). Each of CNP and OGE shall remit to Opco all insurance proceeds obtained after Closing with respect to the Assumed Claims. Furthermore, each of CNP and OGE agrees to use commercially reasonable efforts to negotiate with each of its respective insurance companies in order to provide Opco the benefit of the coverage under the policies for all claims asserted on or after the Closing Date and to cooperate with Opco with any efforts to obtain "tail" coverage, at Opco's sole cost, with respect to any "claims made policies." Notwithstanding anything herein to the contrary, (i) any recovery of insurance proceeds by Opco shall be net of all cost and expenses of CNP and OGE, respectively, and (ii) any deductibles or self-insured retentions paid by CNP or OGE under applicable Insurance Policies that are recovered by an insurer (whether under any right of subrogation or otherwise) shall be for the benefit of CNP, OGE or their respective Affiliates, to the extent such party paid such deductible or self-insured retention, and shall not be retained by Opco. Each of CNP and OGE shall give Opco access to all of the non-privileged information relating to these matters and shall consult with Opco on the progress thereof from time to time.

(b) After the Closing, Opco shall be responsible for, and neither CNP, OGE nor any of their respective Affiliates shall have any responsibility for, the payment of any deductible amounts or underlying limits attributable to the Insurance Policies to the extent related to the Assumed Claims. Opco acknowledges that certain of the Insurance Policies may require CNP or OGE or any of their respective Affiliates to provide an indemnity to the insurance carrier for deductible amounts and to provide collateral to secure such indemnity obligations. Opco shall enter into an indemnification agreement in form mutually acceptable to Opco, CNP and OGE wherein Opco agrees to indemnify and hold harmless each of CNP and OGE or any of their respective Affiliates (as applicable) for any and all of the costs of maintaining such collateral and for any charges made against such collateral or indemnification payments in connection with claims arising or alleged to arise from the operations of the business of the CNP Midstream Entities or the Enogex Entities required to be paid by CNP or OGE of any of their respective Affiliates (as applicable) under or with respect to such Insurance Policies from and after the Closing Date.

(c) Neither CNP nor OGE makes any representation or warranty with respect to the applicability, validity or adequacy of any Insurance Policies, and neither CNP nor OGE shall be responsible to Opco or any member of the Opco Group for the failure of any insurer to pay under such Insurance Policy.

(d) Nothing in this Agreement is intended to provide or shall be construed as providing a benefit or release to any insurer or claims service organization of any obligation under any Insurance Policy. Nothing herein shall be construed as creating or permitting any insurer or claims service organization the right of subrogation against CNP, OGE, Opco or any of their respective Affiliates in respect of payments made by one to the other under any Insurance Policy.

ARTICLE V
MISCELLANEOUS

5.1 *Governing Law; Jurisdiction; Waiver of Jury Trial*. To the maximum extent permitted by applicable Law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without regard to principles of conflict of laws. Each of the Parties hereto agrees that this Agreement involves at least $100,000 and that this Agreement has been entered into in express reliance upon 6 Del. C. § 2708. Each of the Parties hereto irrevocably and unconditionally confirms and agrees (a) that it is and shall continue to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b)(i) to the extent that such Party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such Party's agent for acceptance of legal process and notify the other Parties hereto of the name and address of such agent and (ii) to the fullest extent permitted by Law, that service of process may also be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that, to the fullest extent permitted by applicable Law, service made pursuant to (b)(i) or (ii) above shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE, INCLUDING THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY (THE "***DELAWARE COURTS***") FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS), (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE DELAWARE COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY DELAWARE COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND (C) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.2 *Notice*. Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another Party (each, a "***Notice***") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows, provided that copies to be delivered below shall not be required for effective notice and shall not constitute notice:

If to CNP or the CNP Entities:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, TX 77002
Attention: David Kirkland
Gerald M. Spedale
Fax: 713.229.1522

If to OGE or the OGE Entities:

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: 405.553.3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Telecopy: (832) 239-3600

If to Bronco or the Bronco Entities:

Enogex Holdings LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117
Attention: Christine M. Miller
Telecopy: (617) 867-4698

with a copy to:

McDermott Will & Emery LLP
1000 Louisiana Street, Suite 3900
Houston, Texas 77002
Attention: Blake H. Winburne
Telecopy: (713) 583-0889

If to Opco or the Opco Group:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, Texas 77002
Attention: Chief Financial Officer
Fax: (713)-207-9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: David Kirkland
Gerald M. Spedale
Fax: (713) 229-1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: (405) 553-3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: (832) 239-3600

5.3 *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

5.4 *Amendment or Modification.* This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto. Each such instrument shall be reduced to writing.

5.5 *Assignment.* No Party shall have the right to assign any of its rights or obligations under this Agreement without the consent of the other Parties hereto; *provided*, *however*, that Bronco may assign all of its rights and obligations under this Agreement to a Bronco Successor (as defined in the Partnership Agreement) that is not a Midstream Successor (as defined in the Partnership Agreement) and upon such assignment, Bronco shall no longer be entitled to exercise any of such rights and obligations under this Agreement; *provided further* that any assignment by Bronco to a Bronco Successor shall not relieve Bronco of its obligations under Section 4.2 of this Agreement.

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

5.7 *Severability.* If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

5.8 *Further Assurances.* In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

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

5.10 *Enforcement; Rights of Limited Partners after IPO Closing Date.* The provisions of this Agreement are enforceable solely by the Parties to this Agreement; *provided*, *however*, that (a) the provisions of Section 3.1 are enforceable only by the Sponsor Parties and (b) if the IPO Closing Date occurs, no limited partner of Opco shall have the right, separate and apart from Opco, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

5.11 *Successors.* This Agreement shall bind and inure to the benefit of the Parties and to their respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the date first written above.

CENTERPOINT ENERGY, INC.

By: /s/ Gary L. Whitlock
Gary L. Whitlock
Executive Vice President and
Chief Financial Officer

OGE ENERGY CORP.

By: /s/ Sean Trauschke
Sean Trauschke
Vice President and Chief Financial Officer

ENOGEX HOLDINGS LLC

By: /s/ Robb E. Turner
Robb E. Turner
Vice President

CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC, its general partner

By: /s/ David M. McClanahan
David M. McClanahan
Interim Chairman

Exhibit 10.7

EXECUTION VERSION

SERVICES AGREEMENT

between

CENTERPOINT ENERGY, INC.

and

CENTERPOINT ENERGY FIELD SERVICES LP

SERVICES AGREEMENT

This Services Agreement (this "***Agreement***") is effective as of May 1, 2013 ("***Effective Date***") between CenterPoint Energy, Inc., a Texas corporation ("***CNP***"), and CenterPoint Energy Field Services LP, a Delaware limited partnership (the "***Partnership***"). The above-named entities are sometimes referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***."

WHEREAS, on March 14, 2013, CNP entered into that certain Master Formation Agreement by and among CNP, OGE Energy Corp., Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC, dated as of March 14, 2013, as amended from time to time (the "***Master Formation Agreement***") pursuant to which CNP agreed to cause, among other things, (i) CERC (as defined in the Master Formation Agreement) to contribute the outstanding equity interests of certain subsidiaries of CERC to CEFS (as defined in the Master Formation Agreement), and (ii) CEFS to be converted into the Partnership;

WHEREAS, prior to the Effective Date, CNP, or a Subsidiary (as defined in this Agreement) thereof provided certain services to the CNP Midstream Entities (as defined in the Master Formation Agreement); and

WHEREAS, during the term of this Agreement, CNP will provide or cause to be provided certain services to the Partnership Group (as defined in this Agreement);

NOW, THEREFORE, in consideration of the premises set forth above and the respective covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

As used in this Agreement, the following capitalized terms have the meanings set forth below:

"*Accounting Referee*" is defined in Section 3.4.

"*Affected Party*" is defined in Article X.

"*Affiliate*" shall mean 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" shall mean 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*" is defined in the preamble.

"*Allocated Cost*" shall mean, with respect to any given Service, the allocation of cost for such Service calculated in accordance with the CNP Cost Assignment Manual or other reasonable method, as determined by CNP in good faith.

"*Annual Budget*" has the meaning set forth in the LLC Agreement.

"*Board*" has the meaning set forth in the LLC Agreement.

"*Business Day*" shall mean any day on which commercial banks are generally open for business in New York, New York other than a Saturday, a Sunday or a day observed as a holiday in New York, New York under the Laws of the State of New York or the federal Laws of the United States of America.

"*CNP*" is defined in the preamble.

"*CNP Cost Assignment Manual*" shall mean, with respect to any Service provided to a CNP Midstream Entity, the applicable CenterPoint Energy 2012 Cost Center Assignment Manual dated March 8, 2012, as amended from time to time. For the avoidance of doubt, the costs allocated through the CNP Cost Assignment Manual are based on actual costs recognized under U.S. generally accepted accounting principles and do not include a mark-up or other element of profit.

"*CNP Entities*" shall mean CNP and its Affiliates and their respective Subsidiaries (other than any member of the Partnership Group); and "*CNP Entity*" means any of the CNP Entities.

"*CNP Indemnitees*" is defined in Section 8.5.

"*CNP Midstream Entities*" has the meaning set forth in the Master Formation Agreement.

"*Confidential Information*" shall mean information regarded by that Party as proprietary or confidential, including, but not limited to, information relating to its business affairs, financial information and prospects; future projects or purchases; proprietary products, materials or methodologies; data; customer lists; system or network configurations; passwords and access rights; and any other information marked as confidential or, in the case of information verbally disclosed, verbally designated as confidential.

"*Damages*" is defined in Section 8.4.

"*Direct Expenses*" shall mean, with respect to any given Service, the direct expenses and expenditures that the CNP Entities incur or payments they make on behalf of the Partnership Group for such Service, including, but not limited to, salaries of personnel performing services on the Partnership Group's behalf, the cost of employee benefits for such personnel and general and administrative expense associated with such personnel.

"*Disinterested Director*" shall mean the members of the board of directors of GP LLC that have not been designated by CNP.

"*Effective Date*" is defined in the preamble.

"*Extension*" is defined in Section 4.1.

"*Force Majeure*" shall mean an event or circumstance that prevents a Party from performing its obligations under this Agreement, but only if the event or circumstance: is not within the reasonable control of the affected Party; is not the result of the fault or negligence of the affected Party; and could not, by the exercise of due diligence, have been overcome or avoided. "Force Majeure" excludes: lack of a market; unfavorable market conditions; and economic hardship.

"*Governmental Entity*" means any (a) multinational, federal, national, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, administrative agency, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, in each case, that has jurisdiction or authority with respect to the applicable Party.

"*GP LLC*" means CNP OGE GP LLC, a Delaware limited liability company and general partner of the Partnership.

"*Indemnified Party*" is defined in Section 8.8.

"*Indemnifying Party*" is defined in Section 8.8.

"*Initial Budget*" has the meaning set forth in the LLC Agreement.

"*Initial Term*" is defined in Section 4.1.

"*Law*" shall mean all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the New York Stock Exchange).

"*LLC Agreement*" shall mean that certain Amended and Restated Limited Liability Company Agreement of CNP OGE GP LLC, dated as of the date hereof, as amended from time to time.

"*Master Formation Agreement*" is defined in the recitals.

"*Notice*" is defined in Article XII.

"*Partnership*" is defined in the preamble.

"*Partnership Agreement*" shall mean the First Amended and Restated Agreement of Limited Partnership of CenterPoint Energy Field Services LP, as amended from time to time.

"*Partnership Group*" shall mean the Partnership and any Subsidiary of the Partnership, taken together.

"*Partnership Indemnitees*" is defined in Section 8.4.

"*Party*" and "*Parties*" are defined in the preamble.

"*Person*" shall mean any individual, firm, partnership, joint venture, venture capital fund, limited liability company, association, trust, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, regardless of whether having legal status.

"*Services*" is defined in Section 2.1.

"*Subsidiary*" or "*Subsidiaries*" shall mean, 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 or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) 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, or (c) any other Person (other than a corporation or a partnership) 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.

"*Tax*" is defined in Section 3.6.

Article II
Services

Section 2.1 Scope of Services; Standard of Performance. Upon the terms and subject to the conditions set forth in this Agreement, CNP, acting directly and/or through its Affiliates and their respective employees, agents, contactors or independent third parties designated by any of them, agrees to provide or cause to be provided to the Partnership Group those services as set forth in Schedule A (the "***Services***"). The Services to be provided hereunder (including any Services provided by a third party under Section 2.4) shall be performed in a manner and at a level substantially consistent with the manner and level that such Services have been provided to the CNP Midstream Entities in the ordinary course of business during the 12-month period prior to the Effective Date.

Section 2.2 Reimbursement for Provision of Services. With respect to each Service, the Partnership will reimburse the CNP Entities for: (a) the Direct Expenses that the CNP Entities incur in connection with such Service and (b) if the Direct Expenses cannot reasonably be determined, or for costs and expenses other than Direct Expenses, the Allocated Cost for such Service.

Section 2.3 Cap on Reimbursement. Notwithstanding the provisions of Section 2.2, unless otherwise approved by the Board, the aggregate amount for which the CNP Entities shall be reimbursed for Services pursuant to Section 2.2 shall not exceed the amount budgeted by the

Partnership Group for such Services from the CNP Entities in (i) the Initial Budget, with respect to the period from January 1, 2013 through December 31, 2013 (which amounts are set forth in Schedule A), or (ii) any Annual Budget, with respect to the period covered thereby.

Section 2.4 Third Party Services. CNP shall have the right to hire third-party subcontractors to provide all or part of any Service hereunder, provided that such subcontracting is consistent with the practice applied by CNP generally from time to time within its own organization. If subcontracting for a Service is not consistent with the practice applied by CNP generally from time to time within its own organization, or if the Services to be provided by a subcontractor are not to be performed in a manner and at a level substantially consistent with the manner and level that such Services have been provided to the Partnership in the ordinary course of business during the 12-month period prior to the Effective Date, then CNP shall give notice to the Partnership of its intent to subcontract such Service and the Partnership shall have 30 days to object to such subcontracting or to cancel such Service in accordance with Article IV hereof.

Section 2.5 Disclaimer of Warranty. THE PARTNERSHIP ACKNOWLEDGES THAT CNP IS NOT IN THE BUSINESS OF PROVIDING THE SERVICES AND THAT CNP IS PROVIDING THE SERVICES AS AN ACCOMMODATION TO THE PARTNERSHIP FOLLOWING THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED IN THE MASTER FORMATION AGREEMENT. THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 2.6 Transitional Nature of Services; Changes. The Parties acknowledge the transitional nature of the Services and that CNP may make changes from time to time in the manner of performing the Services if and to the extent CNP is making similar changes in performing similar services within its organization and if CNP furnishes to the Partnership substantially the same notice CNP provides applicable members of its organization respecting such changes.

Section 2.7 Service Boundaries and Scope.

(a) Except as provided in Schedule A: (a) CNP shall be required to provide, or cause to be provided, the Services only at the locations such Services are being provided in connection with the business of the Partnership Group as of the Effective Date; and (b) the Services shall be available only for purposes of conducting the business of the Partnership Group substantially in the manner it was conducted as of the Effective Date. Except as provided in Schedule A, in providing, or causing to be provided, the Services, in no event shall CNP be obligated to do any of the following: (i) maintain the employment of any specific employee or hire additional employees; (ii) purchase, lease or license any additional equipment (including computer equipment, furniture, furnishings, fixtures, machinery, vehicles, tools and other tangible personal property) or software; (iii) make modifications to its existing systems or software; (iv) provide the Partnership with access to any systems or software other than those to which the parties to the Master Formation Agreement had authorized access immediately prior to the Effective Date in relation to the conduct of the business; or (v) pay any costs related to the transfer or conversion of data of the Partnership; *provided*, *however*, that, in the event that any employees that are engaged in the provision of Services cease working for CNP or are reassigned

to other work by CNP, CNP shall make reasonable efforts to replace such employees or otherwise to have the duties performed by such employees in connection with the Services continue to be provided, and that CNP shall make or cause to be made such repairs or modifications as are reasonably necessary to keep the equipment, systems or software used in providing the Services in working order. CNP shall not be required to perform Services hereunder that conflict with any applicable Law, contract or permit or policies of CNP or to which CNP is subject relating to business conduct and ethical practices.

(b) At all times during the performance of the Services, all persons performing such Services (including agents, temporary employees, independent third parties and consultants) shall be construed as being independent from the Partnership, and such persons shall not be considered or deemed to be an employee of the Partnership nor entitled to any employee benefits of the Partnership as a result of this Agreement. The responsibility of such persons is to perform the Services in accordance with this Agreement and, as necessary, to advise the Partnership in connection therewith, and such persons shall not be responsible for decision-making on behalf of the Partnership. Such persons shall be not be deemed to be under the management or direction of the Partnership.

Section 2.8 Cooperation. CNP and the Partnership shall cooperate with one another and provide such further assistance as the other Party may reasonably request in connection with the provision of Services hereunder.

Section 2.9 Access. During the term of this Agreement and for so long as any Services are being provided to the Partnership Group by CNP, each of the Parties will provide the other Party and its authorized representatives reasonable access, during regular business hours upon reasonable notice, to it and its employees, representatives, facilities and books and records as the other Party and its representatives may reasonably request in order to perform and receive the Services.

Article III
Invoicing and Payment.

Section 3.1 Invoicing. As soon as practicable after the end of each month, CNP will provide the Partnership with an invoice stating the payment obligations incurred hereunder during the preceding month. The invoice shall set forth in reasonable detail for the period covered by such invoice the following information: (i) the fees due for the Services rendered and any other charges due hereunder; (ii) the basis, in reasonable detail, for the calculation of the charges (which shall include, for the avoidance of doubt, the calculation of any Allocated Costs); and (iii) such additional information as the Partnership may reasonably request at least 30 days in advance of the invoice date for a particular Service. Upon written request, CNP will promptly provide to the Partnership reasonable detail and support documentation to permit the Partnership to verify the accuracy of an invoice.

Section 3.2 Payment. All invoices provided to the Partnership pursuant to Section 3.1 shall be due and payable 30 days from the date of the applicable invoice. Charges not paid when due shall bear interest at the rate of 10% per annum from the due date until the date they are paid. Any preexisting obligation to make payment for any Services provided and fees and charges due hereunder shall survive the termination of this Agreement.

Section 3.3 Objection. The Partnership may object to any amounts for any Service at any time before, at the time of or after payment is made, provided such objection is made in writing to CNP within 30 days following the date of the disputed invoice. The Partnership shall timely pay the disputed items in full pending resolution of the dispute in accordance with Section 3.4. Payment of any amount shall not constitute approval thereof. Neither Party shall have a right of set-off against the other Party for billed amounts hereunder.

Section 3.4 Dispute Resolution. In the event of an invoicing or payment dispute, the Partnership shall promptly notify CNP in writing of such disputed item and the reasons for the dispute. The Parties shall, during the 15 days after such notice, use their commercially reasonable efforts to reach agreement on the disputed items or amounts. If the Parties are unable to reach agreement within such period, they shall promptly thereafter cause a nationally recognized accounting firm agreeable to the Parties (the "***Accounting Referee***") to review this Agreement and the disputed items or amounts. The Accounting Referee shall deliver to the Parties as promptly as practicable (but in any event no later than 30 days from the date of engagement of the Accounting Referee), a report setting forth the Accounting Referee's determination of the appropriate resolution of the dispute. Such determination shall be final and binding upon the Parties. The cost of such review and report shall be borne equally by each Party involved in the dispute.

Section 3.5 Error Correction. CNP shall make adjustments to charges as required to reflect the discovery of errors or omissions in charges; *provided*, *however*, that any errors or omissions the correction of which would result in additional or increased charges or fees for Services must be corrected within two years after the date of the related invoice.

Section 3.6 Taxes. All transfer taxes, excises, fees or other charges (including value added, sales, use or receipts taxes, but not including a tax on or measured by the income, net or gross revenues, business activity or capital of CNP), or any increase therein, now or hereafter imposed directly or indirectly by Law upon any fees paid hereunder for Services, which CNP is required to pay or incur in connection with the provision of Services hereunder ("***Tax***"), shall be passed on to the Partnership as an explicit surcharge and shall be paid by the Partnership in addition to any payment of fees for Services, whether included in the applicable payment of fees for Services, or added retroactively. If the Partnership submits to CNP a timely and valid resale or other exemption certificate reasonably acceptable to CNP and sufficient to support the exemption from Tax, then such Tax will not be added to the fee for Services payable pursuant to Section 3.1; *provided*, *however*, that if CNP is ever required to pay such Tax, the Partnership will promptly reimburse CNP for such Tax, including any interest, penalties and attorney's fees related thereto. The Parties will cooperate to minimize the imposition of any Taxes.

Article IV
Term and Termination

Section 4.1 Term. The initial term of this Agreement will be for a period of three years, commencing on the Effective Date and ending on the third anniversary of the Effective Date ("***Initial Term***"). At the conclusion of the Initial Term, the term of this Agreement will automatically extend from year-to-year (each, an "***Extension***"), unless terminated by the Partnership with at least 90 days' notice prior to the end of such term, as extended.

Section 4.2 Termination for Convenience. The Partnership, if approved by the Board, may terminate this Agreement or the provision of any Service by providing CNP with at least 180 days' notice of its election to terminate this Agreement or any Service.

Section 4.3 Termination for Default.

(a) *Default*. A Party will be in default if:

(i) the Party fails to perform any of its material obligations set forth in this Agreement and such failure is not cured within 15 Business Days after notice thereof (which notice will describe such failure in reasonable detail) is received by such Party; or

(ii) the Party (A) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, or has any such petition filed or commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), (D) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (E) is generally unable to pay its debts as they fall due.

(b) *Termination*. If a Party is in default as described in Section 4.3(a), the non-defaulting Party may: (i) terminate this Agreement upon notice to the defaulting Party; (ii) withhold any payments due to the defaulting Party under this Agreement; and (iii) pursue any other remedy at law or in equity.

Section 4.4 Effect of Termination. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement will terminate; *provided*, *however*, termination will not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives termination. The following provisions of this Agreement will survive the termination of this Agreement indefinitely: Article VII, Article VIII, Article IX, and Article XI.

Article V
Representations and Warranties

Section 5.1 Representations and Warranties of CNP. CNP represents and warrants that as of the Effective Date and the first day of each Extension:

(a) It is duly formed, validly existing and in good standing under the Laws of the state of its formation;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against it in according with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally and (ii) general principles of equity; and

(c) The execution, delivery and performance of this Agreement have been duly authorized by all requisite action and does not and will not conflict with or result in the violation of: (i) any provisions of its organizational documents, (ii) any Law to which it is subject, or (iii) any material agreement or instrument to which it is a party or by which it, its property or its assets are bound or affected.

Section 5.2 Representations and Warranties of the Partnership. The Partnership represents and warrants that as of the Effective Date and the first day of each Extension:

(a) It is duly formed, validly existing and in good standing under the laws of the state of its formation;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against it in according with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally and (ii) general principles of equity; and

(c) The execution, delivery and performance of this Agreement have been duly authorized by all requisite action and does not and will not conflict with or result in the violation of: (i) any provisions of its organizational documents, (ii) any Law to which it is subject, or (iii) any material agreement or instrument to which it is a party or by which it, its property or its assets are bound or affected.

Article VI
Relationship of the Parties

This Agreement does not form a partnership or joint venture between the Parties. This Agreement does not make CNP an agent or a legal representative of any member of the Partnership Group. CNP will not assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of any member of the Partnership Group. It is the intent of the Parties that with respect to performing the Services hereunder, CNP is an independent contractor, and shall provide the Services in accordance with the reasonable instructions provided by authorized representatives of the Partnership, subject to the provisions of this Agreement.

Article VII
Audit

CNP will maintain in good order any and all books and records regarding the Services. The Partnership may audit, or cause to be audited, the books and records of CNP related to this Agreement, upon 15 Business Days' notice to CNP, to verify compliance with the provisions of this Agreement and to verify the accuracy of any amounts invoiced under this Agreement that exceed the amounts budgeted in the Initial Budget or Annual Budget, as applicable; *provided*,

however, that all invoices provided to the Partnership pursuant to this Agreement shall be paid when due regardless of whether such invoices are under audit pursuant to this Article VII. CNP will make available its relevant books and records and use commercially reasonable efforts to assist the Partnership in conducting such audit.

Article VIII
Indemnification.

Section 8.1 Personal Injury. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) FREE AND HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) IN CONNECTION HEREWITH IN RESPECT OF INJURY TO OR DEATH OR SICKNESS OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE INDEMNIFYING PARTY, ITS AFFILIATES OR THEIR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER, ARISING IN THE PERFORMANCE HEREOF AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

Section 8.2 Property Damage. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) TO SUCH INDEMNIFYING PARTY'S PROPERTY OR PROPERTY OF ITS AFFILIATES, THEIR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES, ARISING IN THE PERFORMANCE HEREOF AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

Section 8.3 Third Party Claims. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) ARISING FROM, CONNECTED WITH OR UNDER THIS AGREEMENT AND ARISING IN FAVOR OF OR ASSERTED BY THIRD PARTIES ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY OF SUCH THIRD PARTIES TO THE EXTENT ANY SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

Section 8.4 CNP's Agreement to Indemnify. CNP agrees to and does hereby indemnify, defend and hold harmless the Partnership Group and their respective directors, officers, employees, affiliates, controlling persons, agents and representatives and their successors and assigns (collectively, the "***Partnership Indemnitees***") from and against all liability, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including reasonable attorneys', experts' and consultants' fees and expenses as well as reasonable costs of investigation, sampling and defense) (collectively, "***Damages***") asserted against or incurred by any Partnership Indemnitee as a result of or arising out of (i) any breach by CNP of this Agreement or (ii) the gross negligence or willful misconduct of CNP in providing the Services hereunder, except to the extent (A) CNP is entitled to indemnification under Section 8.1, Section 8.2 or Section 8.3 or (B) such liability, demand, claim, action or cause of action, assessment, loss, damage, cost or expense resulted from the gross negligence or willful misconduct of the Partnership Group.

Section 8.5 The Partnership's Agreement to Indemnify. The Partnership agrees to and does hereby indemnify, defend and hold harmless CNP and its directors, officers, employees, affiliates, controlling persons, agents and representatives and their successors and assigns (collectively, the "***CNP Indemnitees***") from and against all Damages asserted against or incurred by any CNP Indemnitee as a result of or arising out of any breach by the Partnership of this Agreement, except to the extent that (A) the Partnership is entitled to indemnification under Section 8.1, Section 8.2 or Section 8.3 or (B) such liability, demand, claim, action or cause of action, assessment, loss, damage, cost or expense resulted from the gross negligence or willful misconduct of CNP or its Subsidiaries (other than the GP LLC and the Partnership Group).

Section 8.6 Concurrent Liability. When any indemnity, defense, or hold harmless obligation results from joint or concurrent negligence, willful misconduct, or breach of this Agreement of both the Partnership and CNP, each Party's indemnity, defense, and hold harmless obligations will be in proportion to its allocable share of negligence, willful misconduct, or breach of this Agreement.

Section 8.7 To the extent that any indemnification claim under this Article VIII involves a claim in which CNP and the Partnership are adverse, the Partnership's rights and obligations shall be controlled by the Disinterested Directors. Both the Partnership and CNP agree to cause their designated members of the Board who are not Disinterested Directors to approve the actions of the Disinterested Directors with respect to any such claim.

Section 8.8 Indemnification Procedures.

(a) If a Party is entitled to indemnification under this Agreement ("***Indemnified Party***"), it will promptly after it becomes aware of facts giving rise to a claim for indemnification provide notice to the other Party ("***Indemnifying Party***") specifying the nature of and the specific basis for such claim. Failure to so notify Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party or otherwise, except to the extent that the Indemnifying Party has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure.

(b) The Indemnifying Party will have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification set forth in this Agreement, including the selection of counsel, determination of whether to appeal any decision of any court or similar authority, and the settling of any such matter or any issues relating thereto; *provided*, *however*, that no such settlement will be entered into without the consent of the Indemnified Party unless it includes a full release of the Indemnified Party for such matter or issues, as the case may be.

(c) The Indemnified Party agrees to cooperate fully with the Indemnifying Party with respect to all aspects of the defense of any claims covered by the indemnification set forth in this Agreement, including the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the names of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records, or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense and the making available to the Indemnifying Party of any employees of the Indemnified Party; *provided*, *however*, that in connection therewith the Indemnifying Party agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all files, records, and other information furnished by the Indemnified Party pursuant to this. In no event shall the obligation of the Indemnified Party to cooperate with the Indemnifying Party will be construed as imposing an obligation on the Indemnified Party to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Agreement; *provided*, *however*, that the Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) In determining the amount of any losses for which the Indemnified Party is entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any cash insurance proceeds realized by the Indemnified Party, and such correlative insurance benefit shall be net of any incremental insurance premiums that become due and payable by the Indemnified Party as a result of such claim and (ii) all cash amounts recovered by the Indemnified Party under contractual indemnities from third Persons.

Section 8.9 Express Negligence Waiver. THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

Article IX
Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, REMOTE, SPECULATIVE, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING MULTIPLE OR TREBLE DAMAGES) UNDER ANY THEORY, ARISING OUT OF ACTIVITIES OR OBLIGATIONS UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE ACTS, OMISSIONS, NEGLIGENCE OR FAULT OF ANY PERSON.

Article X
Force Majeure

To the extent either Party is prevented by Force Majeure from performing its obligations, in whole or in part, under this Agreement, and if such Party ("***Affected Party***") gives notice and details of the Force Majeure to the other Party as soon as reasonably practicable, then Affected Party will be excused from the performance with respect to any such obligations (other than the obligation to make payments). Each notice of Force Majeure sent by an Affected Party to the other Party will specify the event or circumstance of Force Majeure, the extent to which the Affected Party is unable to perform its obligations under this Agreement, and the steps being taken by the Affected Party to mitigate and to overcome the effects of such event or circumstances. The non-Affected Party will not be required to perform its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by Force Majeure. A Party prevented from performing its obligations due to Force Majeure will use commercially reasonable efforts to mitigate and to overcome the effects of such event or circumstances and will resume performance of its obligations as soon as practicable.

Article XI
Confidentiality

CNP shall hold in strict confidence any Confidential Information it receives from the Partnership Group and may not disclose any Confidential Information to any Person, and the Partnership shall hold in strict confidence any Confidential Information it receives from CNP and may not disclose any Confidential Information to any Person, except in each case for disclosures (i) to comply with applicable Laws, (ii) to such Party's Affiliates, officers, directors, employees, agents, advisers or representatives, but only if the recipients of such information have agreed to be bound by the provisions of this Article XI, (iii) of information that such Party has received from a source independent of the other Party and that such Party reasonably believes such source obtained without breach of any obligation of confidentiality, (iv) to such Party's existing and prospective lenders, existing and prospective investors, attorneys, accountants, consultants and other representatives with a need to know such information (including a need to know for such Party's own purposes), provided, however, that such Party's shall be responsible for such person's use and disclosure of any such information, or (v) of information that is already known to the public through no violation of this Agreement or any other confidentiality agreement of the disclosing Party.

Article XII
Notices

Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another Party (each, a "***Notice***") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows, provided that copies to be delivered below shall not be required for effective notice and shall not constitute notice:

If to the Partnership, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax (713) 207-9680
with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: J. David Kirkland
Telecopy: (713) 229-1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Telecopy: (405) 553-3760
with a copy to (which shall not constitute notice):

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Telecopy: (832) 239-3600

If to CNP, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer

Fax (713) 207-9680
with a copy to (which shall not constitute notice):

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: J. David Kirkland
Telecopy: (713) 229-1522

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

Article XIII
Miscellaneous

Section 13.1 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 13.2 Amendment. No amendment to this Agreement will be effective unless made in writing and signed by both Parties.

Section 13.3 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the fullest extent possible.

Section 13.4 Assignment. Neither Party may assign, transfer or otherwise alienate this Agreement or any of its rights, interests or obligations under this Agreement (whether by operation of Law or otherwise) without the consent of the other Party. Any attempted assignment, transfer or alienation in violation of this Agreement shall be null, void and ineffective.

Section 13.5 Further Assurances. Each Party will, at the request of the other Party, execute and deliver, or cause to be executed and delivered, such document and instruments as may be necessary to make effective the transactions contemplated by this Agreement

Section 13.6 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one instrument.

Section 13.7 Construction.

(a) The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article" or "Section" followed by a number or a letter refer to the specified Article or Section of this Agreement. The Schedule attached to this Agreement is hereby incorporated by reference into this Agreement and form part hereof. Unless otherwise indicated, all references to a "Schedule" followed by a letter refer to the specified Schedule to this Agreement. The terms "this Agreement," "hereof," "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof.

(b) Unless otherwise specifically indicated or the context otherwise requires, (i) all references to "dollars" or "$" mean United States dollars, (ii) words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders, (iii) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," and (iv) all words used as accounting terms shall have the meanings assigned to them under United States generally accepted accounting principles applied on a consistent basis and as amended from time to time. If any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day. Reference to any Party hereto is also a reference to such Party's permitted successors and assigns.

(c) The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties to this Agreement by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement, and no rule of strict construction will be applied against any Party hereto. This Agreement will not be interpreted or construed to require any Person to take any action, or fail to take any action, if to do so would violate any applicable Law.

Section 13.8 Governing Law. To the maximum extent permitted by applicable Law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without regard to principles of conflict of Laws that would require an application of another state's laws. Each of the Parties hereto agrees that this Agreement involves at least $100,000 and that this Agreement has been entered into in express reliance upon 6 Del. C. § 2708. Each of the Parties hereto irrevocably and unconditionally confirms and agrees (a) that it is and shall continue to be subject to the jurisdiction of the courts

of the State of Delaware and of the federal courts sitting in the State of Delaware and (b)(i) to the extent that such Party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such Party's agent for acceptance of legal process and notify the other Parties hereto of the name and address of such agent and (ii) to the fullest extent permitted by Law, that service of process may also be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that, to the fullest extent permitted by applicable Law, service made pursuant to (b)(i) or (ii) above shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE, INCLUDING THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY (THE "DELAWARE COURTS") FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS), (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE DELAWARE COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY DELAWARE COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND (C) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 13.9 No Third Party Beneficiaries. Except for the rights of Indemnified Parties hereunder, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Partnership, CNP, any Subsidiary or Affiliate of CNP providing Services hereunder, and Subsidiaries or Affiliates of the Partnership receiving Services hereunder, or their respective successors or permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no Person (except as so specified) shall be deemed a third-party beneficiary under or by reason of this Agreement.

Section 13.10 Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof.

[*Signatures of the Parties follow on the next page.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the date first written above:

CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC, its general partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

CENTERPOINT ENERGY, INC.

By: /s/ Gary L. Whitlock
Name: Gary L. Whitlock
Title: Executive Vice President and Chief Financial Officer

Exhibit 10.8

EXECUTION VERSION

SERVICES AGREEMENT

between

OGE ENERGY CORP.

and

CENTERPOINT ENERGY FIELD SERVICES LP

SERVICES AGREEMENT

This Services Agreement (this "***Agreement***") is effective as of May 1, 2013 ("***Effective Date***") between OGE Energy Corp., an Oklahoma corporation ("***OGE***"), and CenterPoint Energy Field Services LP, a Delaware limited partnership (the "***Partnership***"). The above-named entities are sometimes referred to in this Agreement each as a "***Party***" and collectively as the "***Parties***."

WHEREAS, prior to the Effective Date, OGE, or a Subsidiary (as defined in this Agreement) thereof provided certain services to Enogex Holdings LLC ("***Enogex Holdings***");

WHEREAS, OGE is the ultimate parent company of OGE Enogex Holdings LLC, a Delaware limited liability company ("***OGE Holdings***");

WHEREAS, on March 14, 2013, OGE entered into that certain Master Formation Agreement (the "***Master Formation Agreement***"), with CenterPoint Energy, Inc., Bronco Midstream Holdings, LLC ("***Bronco I***") and Bronco Midstream Holdings II, LLC ("***Bronco II***," and collectively with Bronco I, "***Bronco Group***"), as amended from time to time;

WHEREAS, pursuant to the Master Formation Agreement, OGE and Bronco Group agreed to cause Enogex Holdings to (i) form Enogex Holdings II, LLC, a Delaware limited liability company ("***EH II***"), as a wholly owned subsidiary of Enogex Holdings, (ii) contribute 100% of the outstanding equity interests of Enogex LLC, a Delaware limited liability company ("***Enogex***"), to EH II, and (iii) redeem 100% of OGE Holdings' membership interest in Enogex Holdings in exchange for 76.0% of the Economic Units (as defined in the Limited Liability Company Agreement of EH II) of EH II and 100% of the Management Units (as defined in the Limited Liability Company Agreement of EH) of EH II;

WHEREAS, pursuant to the Master Formation Agreement, EH II will become a wholly owned Subsidiary of the Partnership on the Effective Date; and

WHEREAS, during the term of this Agreement, OGE will provide or cause to be provided certain services to the Partnership Group (as defined in this Agreement);

NOW, THEREFORE, in consideration of the premises set forth above and the respective covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

As used in this Agreement, the following capitalized terms have the meanings set forth below:

"*Accounting Referee*" is defined in Section 3.4.

"*Affected Party*" is defined in Article X.

"*Affiliate*" shall mean 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" shall mean 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" is defined in the preamble.

"*Allocated Cost*" shall mean, with respect to any given Service, the allocation of cost for such Service calculated in accordance with the Distrigas Method or other reasonable method, as determined by OGE in good faith.

"*Annual Budget*" has the meaning set forth in the LLC Agreement.

"*Board*" has the meaning set forth in the LLC Agreement.

"*Bronco I*" is defined in the recitals.

"*Bronco II*" is defined in the recitals.

"*Bronco Group*" is defined in the recitals.

"*Business Day*" shall mean any day on which commercial banks are generally open for business in New York, New York other than a Saturday, a Sunday or a day observed as a holiday in New York, New York under the Laws of the State of New York or the federal Laws of the United States of America.

"*Confidential Information*" shall mean information regarded by that Party as proprietary or confidential, including, but not limited to, information relating to its business affairs, financial information and prospects; future projects or purchases; proprietary products, materials or methodologies; data; customer lists; system or network configurations; passwords and access rights; and any other information marked as confidential or, in the case of information verbally disclosed, verbally designated as confidential.

"*Damages*" is defined in Section 8.4.

"*Direct Expenses*" shall mean, with respect to any given Service, the direct expenses and expenditures that the OGE Entities incur or payments they make on behalf of the Partnership Group for such Service, including, but not limited to, salaries of personnel performing services on the Partnership Group's behalf, the cost of employee benefits for such personnel and general and administrative expense associated with such personnel.

"*Disinterested Director*" shall mean the members of the board of directors of GP LLC that have not been designated by OGE.

"*Distrigas Method*" shall mean a method of allocating general and administrative expenses that are not Direct Expenses based upon a three-factor formula that uses an equal weighting of (a) total labor cost, (b) net operating revenues, and (c) gross property, plant and

equipment, as such terms are defined in FERC regulations. For the avoidance of doubt, the costs allocated through the Distrigas Method are based on actual costs recognized under U.S. generally accepted accounting principles and do not include a mark-up or other element of profit.

"*Effective Date*" is defined in the preamble.

"*EH II*" is defined in the recitals.

"*Enogex*" is defined in the recitals.

"*Enogex Group Entities*" shall mean each of Enogex Holdings, EH II and their respective Subsidiaries.

"*Enogex Holdings*" is defined in the recitals.

"*Extension*" is defined in Section 4.1.

"*Force Majeure*" shall mean an event or circumstance that prevents a Party from performing its obligations under this Agreement, but only if the event or circumstance: is not within the reasonable control of the affected Party; is not the result of the fault or negligence of the affected Party; and could not, by the exercise of due diligence, have been overcome or avoided. "Force Majeure" excludes: lack of a market; unfavorable market conditions; and economic hardship.

"*Governmental Entity*" means any (a) multinational, federal, national, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, administrative agency, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, in each case, that has jurisdiction or authority with respect to the applicable Party.

"*GP LLC*" means CNP OGE GP LLC, a Delaware limited liability company and general partner of the Partnership.

"*Indemnified Party*" is defined in Section 8.8.

"*Indemnifying Party*" is defined in Section 8.8.

"*Initial Budget*" has the meaning set forth in the LLC Agreement.

"*Initial Term*" is defined in Section 4.1.

"*Law*" shall mean all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the New York Stock Exchange).

"*LLC Agreement*" shall mean that certain Amended and Restated Limited Liability Company Agreement of CNP OGE GP LLC, dated as of the date hereof, as amended from time to time.

"*Master Formation Agreement*" is defined in the recitals.

"*Notice*" is defined in Article XII.

"*OGE*" is defined in the preamble.

"*OGE Entities*" shall mean OGE and its Affiliates and their respective Subsidiaries (other than any member of the Partnership Group); and "*OGE Entity*" means any of the OGE Entities.

"*OGE Holdings*" is defined in the recitals.

"*OGE Indemnitees*" is defined in Section 8.5.

"*Partnership*" is defined in the preamble.

"*Partnership Agreement*" shall mean the First Amended and Restated Agreement of Limited Partnership of CenterPoint Energy Field Services LP, as amended from time to time.

"*Partnership Group*" shall mean the Partnership and any Subsidiary of the Partnership, taken together.

"*Partnership Indemnitees*" is defined in Section 8.4.

"*Party*" and "*Parties*" are defined in the preamble.

"*Person*" shall mean any individual, firm, partnership, joint venture, venture capital fund, limited liability company, association, trust, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, regardless of whether having legal status.

"*Services*" is defined in Section 2.1.

"*Subsidiary*" or "*Subsidiaries*" shall mean, 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 or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) 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, or (c) any other Person (other than a corporation or a partnership) 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.

"*Tax*" is defined in Section 3.6.

Article II
Services

Section 2.1 Scope of Services; Standard of Performance. Upon the terms and subject to the conditions set forth in this Agreement, OGE, acting directly and/or through its Affiliates and their respective employees, agents, contactors or independent third parties designated by any of them, agrees to provide or cause to be provided to the Partnership Group those services as set forth in Schedule A (the "***Services***"). The Services to be provided hereunder (including any Services provided by a third party under Section 2.4) shall be performed in a manner and at a level substantially consistent with the manner and level that such Services have been provided to the Enogex Group Entities in the ordinary course of business during the 12-month period prior to the Effective Date.

Section 2.2 Reimbursement for Provision of Services. With respect to each Service, the Partnership will reimburse the OGE Entities for: (a) the Direct Expenses that the OGE Entities incur in connection with such Service and (b) if the Direct Expenses cannot reasonably be determined, or for costs and expenses other than Direct Expenses, the Allocated Cost for such Service.

Section 2.3 Cap on Reimbursement. Notwithstanding the provisions of Section 2.2, unless otherwise approved by the Board, the aggregate amount for which the OGE Entities shall be reimbursed for Services pursuant to Section 2.2 shall not exceed the amount budgeted by the Partnership Group for such Services from the OGE Entities in (i) the Initial Budget, with respect to the period from January 1, 2013 through December 31, 2013 (which amounts are set forth in Schedule A), or (ii) any Annual Budget, with respect to the period covered thereby.

Section 2.4 Third Party Services. OGE shall have the right to hire third-party subcontractors to provide all or part of any Service hereunder, provided that such subcontracting is consistent with the practice applied by OGE generally from time to time within its own organization. If subcontracting for a Service is not consistent with the practice applied by OGE generally from time to time within its own organization, or if the Services to be provided by a subcontractor are not to be performed in a manner and at a level substantially consistent with the manner and level that such Services have been provided to the Partnership in the ordinary course of business during the 12-month period prior to the Effective Date, then OGE shall give notice to the Partnership of its intent to subcontract such Service and the Partnership shall have 30 days to object to such subcontracting or to cancel such Service in accordance with Article IV hereof.

Section 2.5 Disclaimer of Warranty. THE PARTNERSHIP ACKNOWLEDGES THAT OGE IS NOT IN THE BUSINESS OF PROVIDING THE SERVICES AND THAT OGE IS PROVIDING THE SERVICES AS AN ACCOMMODATION TO THE PARTNERSHIP FOLLOWING THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED IN THE MASTER FORMATION AGREEMENT. THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 2.6 Transitional Nature of Services; Changes. The Parties acknowledge the transitional nature of the Services and that OGE may make changes from time to time in the manner of performing the Services if and to the extent OGE is making similar changes in performing similar services within its organization and if OGE furnishes to the Partnership substantially the same notice OGE provides applicable members of its organization respecting such changes.

Section 2.7 Service Boundaries and Scope.

(a) Except as provided in Schedule A: (a) OGE shall be required to provide, or cause to be provided, the Services only at the locations such Services are being provided in connection with the business of the Partnership Group as of the Effective Date; and (b) the Services shall be available only for purposes of conducting the business of the Partnership Group substantially in the manner it was conducted as of the Effective Date. Except as provided in Schedule A, in providing, or causing to be provided, the Services, in no event shall OGE be obligated to do any of the following: (i) maintain the employment of any specific employee or hire additional employees; (ii) purchase, lease or license any additional equipment (including computer equipment, furniture, furnishings, fixtures, machinery, vehicles, tools and other tangible personal property) or software; (iii) make modifications to its existing systems or software; (iv) provide the Partnership with access to any systems or software other than those to which the parties to the Master Formation Agreement had authorized access immediately prior to the Effective Date in relation to the conduct of the business; or (v) pay any costs related to the transfer or conversion of data of the Partnership; *provided*, *however*, that, in the event that any employees that are engaged in the provision of Services cease working for OGE or are reassigned to other work by OGE, OGE shall make reasonable efforts to replace such employees or otherwise to have the duties performed by such employees in connection with the Services continue to be provided, and that OGE shall make or cause to be made such repairs or modifications as are reasonably necessary to keep the equipment, systems or software used in providing the Services in working order. OGE shall not be required to perform Services hereunder that conflict with any applicable Law, contract or permit or policies of OGE or to which OGE is subject relating to business conduct and ethical practices.

(b) At all times during the performance of the Services, all persons performing such Services (including agents, temporary employees, independent third parties and consultants) shall be construed as being independent from the Partnership, and such persons shall not be considered or deemed to be an employee of the Partnership nor entitled to any employee benefits of the Partnership as a result of this Agreement. The responsibility of such persons is to perform the Services in accordance with this Agreement and, as necessary, to advise the Partnership in connection therewith, and such persons shall not be responsible for decision-making on behalf of the Partnership. Such persons shall be not be deemed to be under the management or direction of the Partnership.

Section 2.8 Cooperation. OGE and the Partnership shall cooperate with one another and provide such further assistance as the other Party may reasonably request in connection with the provision of Services hereunder.

Section 2.9 Access. During the term of this Agreement and for so long as any Services are being provided to the Partnership Group by OGE, each of the Parties will provide the other Party and its authorized representatives reasonable access, during regular business hours upon reasonable notice, to it and its employees, representatives, facilities and books and records as the other Party and its representatives may reasonably request in order to perform and receive the Services.

Article III
Invoicing and Payment.

Section 3.1 Invoicing. As soon as practicable after the end of each month, OGE will provide the Partnership with an invoice stating the payment obligations incurred hereunder during the preceding month. The invoice shall set forth in reasonable detail for the period covered by such invoice the following information: (i) the fees due for the Services rendered and any other charges due hereunder; (ii) the basis, in reasonable detail, for the calculation of the charges (which shall include, for the avoidance of doubt, the calculation of any Allocated Costs); and (iii) such additional information as the Partnership may reasonably request at least 30 days in advance of the invoice date for a particular Service. Upon written request, OGE will promptly provide to the Partnership reasonable detail and support documentation to permit the Partnership to verify the accuracy of an invoice.

Section 3.2 Payment. All invoices provided to the Partnership pursuant to Section 3.1 shall be due and payable 30 days from the date of the applicable invoice. Charges not paid when due shall bear interest at the rate of 10% per annum from the due date until the date they are paid. Any preexisting obligation to make payment for any Services provided and fees and charges due hereunder shall survive the termination of this Agreement.

Section 3.3 Objection. The Partnership may object to any amounts for any Service at any time before, at the time of or after payment is made, provided such objection is made in writing to OGE within 30 days following the date of the disputed invoice. The Partnership shall timely pay the disputed items in full pending resolution of the dispute in accordance with Section 3.4. Payment of any amount shall not constitute approval thereof. Neither Party shall have a right of set-off against the other Party for billed amounts hereunder.

Section 3.4 Dispute Resolution. In the event of an invoicing or payment dispute, the Partnership shall promptly notify OGE in writing of such disputed item and the reasons for the dispute. The Parties shall, during the 15 days after such notice, use their commercially reasonable efforts to reach agreement on the disputed items or amounts. If the Parties are unable to reach agreement within such period, they shall promptly thereafter cause a nationally recognized accounting firm agreeable to the Parties (the "***Accounting Referee***") to review this Agreement and the disputed items or amounts. The Accounting Referee shall deliver to the Parties as promptly as practicable (but in any event no later than 30 days from the date of engagement of the Accounting Referee), a report setting forth the Accounting Referee's determination of the appropriate resolution of the dispute. Such determination shall be final and binding upon the Parties. The cost of such review and report shall be borne equally by each Party involved in the dispute.

Section 3.5 Error Correction. OGE shall make adjustments to charges as required to reflect the discovery of errors or omissions in charges; *provided, however*, that any errors or omissions the correction of which would result in additional or increased charges or fees for Services must be corrected within two years after the date of the related invoice.

Section 3.6 Taxes. All transfer taxes, excises, fees or other charges (including value added, sales, use or receipts taxes, but not including a tax on or measured by the income, net or gross revenues, business activity or capital of OGE), or any increase therein, now or hereafter imposed directly or indirectly by Law upon any fees paid hereunder for Services, which OGE is required to pay or incur in connection with the provision of Services hereunder ("***Tax***"), shall be passed on to the Partnership as an explicit surcharge and shall be paid by the Partnership in addition to any payment of fees for Services, whether included in the applicable payment of fees for Services, or added retroactively. If the Partnership submits to OGE a timely and valid resale or other exemption certificate reasonably acceptable to OGE and sufficient to support the exemption from Tax, then such Tax will not be added to the fee for Services payable pursuant to Section 3.1; *provided, however*, that if OGE is ever required to pay such Tax, the Partnership will promptly reimburse OGE for such Tax, including any interest, penalties and attorney's fees related thereto. The Parties will cooperate to minimize the imposition of any Taxes.

Article IV
Term and Termination

Section 4.1 Term. The initial term of this Agreement will be for a period of three years, commencing on the Effective Date and ending on the third anniversary of the Effective Date ("***Initial Term***"). At the conclusion of the Initial Term, the term of this Agreement will automatically extend from year-to-year (each, an "***Extension***"), unless terminated by the Partnership with at least 90 days' notice prior to the end of such term, as extended.

Section 4.2 Termination for Convenience. The Partnership, if approved by the Board, may terminate this Agreement or the provision of any Service by providing OGE with at least 180 days' notice of its election to terminate this Agreement or any Service.

Section 4.3 Termination for Default.

(a) *Default*. A Party will be in default if:

(i) the Party fails to perform any of its material obligations set forth in this Agreement and such failure is not cured within 15 Business Days after notice thereof (which notice will describe such failure in reasonable detail) is received by such Party; or

(ii) the Party (A) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, or has any such petition

filed or commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), (D) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (E) is generally unable to pay its debts as they fall due.

(b) *Termination*. If a Party is in default as described in Section 4.3(a), the non-defaulting Party may: (i) terminate this Agreement upon notice to the defaulting Party; (ii) withhold any payments due to the defaulting Party under this Agreement; and (iii) pursue any other remedy at law or in equity.

Section 4.4 Effect of Termination. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement will terminate; *provided*, *however*, termination will not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives termination. The following provisions of this Agreement will survive the termination of this Agreement indefinitely: Article VII, Article VIII, Article IX, and Article XI.

Article V
Representations and Warranties

Section 5.1 Representations and Warranties of OGE. OGE represents and warrants that as of the Effective Date and the first day of each Extension:

(a) It is duly formed, validly existing and in good standing under the Laws of the state of its formation;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against it in according with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally and (ii) general principles of equity; and

(c) The execution, delivery and performance of this Agreement have been duly authorized by all requisite action and does not and will not conflict with or result in the violation of: (i) any provisions of its organizational documents, (ii) any Law to which it is subject, or (iii) any material agreement or instrument to which it is a party or by which it, its property or its assets are bound or affected.

Section 5.2 Representations and Warranties of the Partnership. The Partnership represents and warrants that as of the Effective Date and the first day of each Extension:

(a) It is duly formed, validly existing and in good standing under the laws of the state of its formation;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against it in according with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally and (ii) general principles of equity; and

(c) The execution, delivery and performance of this Agreement have been duly authorized by all requisite action and does not and will not conflict with or result in the violation of: (i) any provisions of its organizational documents, (ii) any Law to which it is subject, or (iii) any material agreement or instrument to which it is a party or by which it, its property or its assets are bound or affected.

Article VI
Relationship of the Parties

This Agreement does not form a partnership or joint venture between the Parties. This Agreement does not make OGE an agent or a legal representative of any member of the Partnership Group. OGE will not assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of any member of the Partnership Group. It is the intent of the Parties that with respect to performing the Services hereunder, OGE is an independent contractor, and shall provide the Services in accordance with the reasonable instructions provided by authorized representatives of the Partnership, subject to the provisions of this Agreement.

Article VII
Audit

OGE will maintain in good order any and all books and records regarding the Services. The Partnership may audit, or cause to be audited, the books and records of OGE related to this Agreement, upon 15 Business Days' notice to OGE, to verify compliance with the provisions of this Agreement and to verify the accuracy of any amounts invoiced under this Agreement that exceed the amounts budgeted in the Initial Budget or Annual Budget, as applicable; *provided, however*, that all invoices provided to the Partnership pursuant to this Agreement shall be paid when due regardless of whether such invoices are under audit pursuant to this Article VII. OGE will make available its relevant books and records and use commercially reasonable efforts to assist the Partnership in conducting such audit.

Article VIII
Indemnification.

Section 8.1 Personal Injury. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) FREE AND HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) IN CONNECTION HEREWITH IN RESPECT OF INJURY TO OR DEATH OR SICKNESS OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF THE INDEMNIFYING PARTY, ITS AFFILIATES OR THEIR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER, ARISING IN THE PERFORMANCE HEREOF AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

Section 8.2 Property Damage. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) TO SUCH INDEMNIFYING PARTY'S PROPERTY OR PROPERTY OF ITS AFFILIATES, THEIR CONTRACTORS OR SUBCONTRACTORS OF ANY TIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES, ARISING IN THE PERFORMANCE HEREOF AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE) OF THE INDEMNIFIED PARTIES, EXCEPT TO THE EXTENT SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

Section 8.3 Third Party Claims. EACH PARTY (AS AN INDEMNIFYING PARTY) SHALL ASSUME ALL LIABILITY FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS (ALL AS INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ALL DAMAGES (AS DEFINED BELOW) ARISING FROM, CONNECTED WITH OR UNDER THIS AGREEMENT AND ARISING IN FAVOR OF OR ASSERTED BY THIRD PARTIES ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY OF SUCH THIRD PARTIES TO THE EXTENT ANY SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

Section 8.4 OGE's Agreement to Indemnify. OGE agrees to and does hereby indemnify, defend and hold harmless the Partnership Group and their respective directors, officers, employees, affiliates, controlling persons, agents and representatives and their successors and assigns (collectively, the "***Partnership Indemnitees***") from and against all liability, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including reasonable attorneys', experts' and consultants' fees and expenses as well as reasonable costs of investigation, sampling and defense) (collectively, "***Damages***") asserted against or incurred by any Partnership Indemnitee as a result of or arising out of (i) any breach by OGE of this Agreement or (ii) the gross negligence or willful misconduct of OGE in providing the Services hereunder, except to the extent (A) OGE is entitled to indemnification under Section 8.1, Section 8.2 or Section 8.3 or (B) such liability, demand, claim, action or cause of action, assessment, loss, damage, cost or expense resulted from the gross negligence or willful misconduct of the Partnership Group.

Section 8.5 The Partnership's Agreement to Indemnify. The Partnership agrees to and does hereby indemnify, defend and hold harmless OGE and its directors, officers, employees, affiliates, controlling persons, agents and representatives and their successors and assigns (collectively, the "***OGE Indemnitees***") from and against all Damages asserted against or incurred by any OGE Indemnitee as a result of or arising out of any breach by the Partnership of

this Agreement, except to the extent that (A) the Partnership is entitled to indemnification under Section 8.1, Section 8.2 or Section 8.3 or (B) such liability, demand, claim, action or cause of action, assessment, loss, damage, cost or expense resulted from the gross negligence or willful misconduct of OGE or its Subsidiaries (other than the GP LLC and the Partnership Group).

Section 8.6 Concurrent Liability. When any indemnity, defense, or hold harmless obligation results from joint or concurrent negligence, willful misconduct, or breach of this Agreement of both the Partnership and OGE, each Party's indemnity, defense, and hold harmless obligations will be in proportion to its allocable share of negligence, willful misconduct, or breach of this Agreement.

Section 8.7 To the extent that any indemnification claim under this Article VIII involves a claim in which OGE and the Partnership are adverse, the Partnership's rights and obligations shall be controlled by the Disinterested Directors. Both the Partnership and OGE agree to cause their designated members of the Board who are not Disinterested Directors to approve the actions of the Disinterested Directors with respect to any such claim.

Section 8.8 Indemnification Procedures.

(a) If a Party is entitled to indemnification under this Agreement ("***Indemnified Party***"), it will promptly after it becomes aware of facts giving rise to a claim for indemnification provide notice to the other Party ("***Indemnifying Party***") specifying the nature of and the specific basis for such claim. Failure to so notify Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party or otherwise, except to the extent that the Indemnifying Party has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure.

(b) The Indemnifying Party will have the right to control all aspects of the defense of (and any counterclaims with respect to) any claims brought against the Indemnified Party that are covered by the indemnification set forth in this Agreement, including the selection of counsel, determination of whether to appeal any decision of any court or similar authority, and the settling of any such matter or any issues relating thereto; *provided*, *however*, that no such settlement will be entered into without the consent of the Indemnified Party unless it includes a full release of the Indemnified Party for such matter or issues, as the case may be.

(c) The Indemnified Party agrees to cooperate fully with the Indemnifying Party with respect to all aspects of the defense of any claims covered by the indemnification set forth in this Agreement, including the prompt furnishing to the Indemnifying Party of any correspondence or other notice relating thereto that the Indemnified Party may receive, permitting the names of the Indemnified Party to be utilized in connection with such defense, the making available to the Indemnifying Party of any files, records, or other information of the Indemnified Party that the Indemnifying Party considers relevant to such defense and the making available to the Indemnifying Party of any employees of the Indemnified Party; *provided*, *however*, that in connection therewith the Indemnifying Party agrees to use reasonable efforts to minimize the impact thereof on the operations of the Indemnified Party and further agrees to maintain the confidentiality of all files, records, and other information furnished by the Indemnified Party pursuant to this. In no event shall the obligation of the Indemnified Party to

cooperate with the Indemnifying Party will be construed as imposing an obligation on the Indemnified Party to hire and pay for counsel in connection with the defense of any claims covered by the indemnification set forth in this Agreement; *provided*, *however*, that the Indemnified Party may, at its own option, cost and expense, hire and pay for counsel in connection with any such defense. The Indemnifying Party agrees to keep any such counsel hired by the Indemnified Party informed as to the status of any such defense, but the Indemnifying Party shall have the right to retain sole control over such defense.

(d) In determining the amount of any losses for which the Indemnified Party is entitled to indemnification under this Agreement, the gross amount of the indemnification will be reduced by (i) any cash insurance proceeds realized by the Indemnified Party, and such correlative insurance benefit shall be net of any incremental insurance premiums that become due and payable by the Indemnified Party as a result of such claim and (ii) all cash amounts recovered by the Indemnified Party under contractual indemnities from third Persons.

Section 8.9 Express Negligence Waiver. THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

Article IX
Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, REMOTE, SPECULATIVE, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING MULTIPLE OR TREBLE DAMAGES) UNDER ANY THEORY, ARISING OUT OF ACTIVITIES OR OBLIGATIONS UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE ACTS, OMISSIONS, NEGLIGENCE OR FAULT OF ANY PERSON.

Article X
Force Majeure

To the extent either Party is prevented by Force Majeure from performing its obligations, in whole or in part, under this Agreement, and if such Party ("***Affected Party***") gives notice and details of the Force Majeure to the other Party as soon as reasonably practicable, then Affected Party will be excused from the performance with respect to any such obligations (other than the obligation to make payments). Each notice of Force Majeure sent by an Affected Party to the other Party will specify the event or circumstance of Force Majeure, the extent to which the Affected Party is unable to perform its obligations under this Agreement, and the steps being taken by the Affected Party to mitigate and to overcome the effects of such event or circumstances. The non-Affected Party will not be required to perform its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by Force Majeure. A Party prevented from performing its obligations due to Force Majeure will use commercially reasonable efforts to mitigate and to overcome the effects of such event or circumstances and will resume performance of its obligations as soon as practicable.

Article XI
Confidentiality

OGE shall hold in strict confidence any Confidential Information it receives from the Partnership Group and may not disclose any Confidential Information to any Person, and the Partnership shall hold in strict confidence any Confidential Information it receives from OGE and may not disclose any Confidential Information to any Person, except in each case for disclosures (i) to comply with applicable Laws, (ii) to such Party's Affiliates, officers, directors, employees, agents, advisers or representatives, but only if the recipients of such information have agreed to be bound by the provisions of this Article XI, (iii) of information that such Party has received from a source independent of the other Party and that such Party reasonably believes such source obtained without breach of any obligation of confidentiality, (iv) to such Party's existing and prospective lenders, existing and prospective investors, attorneys, accountants, consultants and other representatives with a need to know such information (including a need to know for such Party's own purposes), provided, however, that such Party's shall be responsible for such person's use and disclosure of any such information, or (v) of information that is already known to the public through no violation of this Agreement or any other confidentiality agreement of the disclosing Party.

Article XII
Notices

Any notice, request, instruction, correspondence or other document to be given hereunder by any Party to another Party (each, a "***Notice***") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows, provided that copies to be delivered below shall not be required for effective notice and shall not constitute notice:

If to the Partnership, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, Texas 77002
Attention: Chief Financial Officer
Fax: (713)-207-9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: David Kirkland
Fax: (713) 229-1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: (405) 553-3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: (832) 239-3600

If to OGE, addressed to:

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Telecopy: (405) 553-3760
with a copy to (which shall not constitute notice):

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Telecopy: (832) 239-3600

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

Article XIII
Miscellaneous

Section 13.1 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 13.2 Amendment. No amendment to this Agreement will be effective unless made in writing and signed by both Parties.

Section 13.3 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the fullest extent possible.

Section 13.4 Assignment. Neither Party may assign, transfer or otherwise alienate this Agreement or any of its rights, interests or obligations under this Agreement (whether by operation of Law or otherwise) without the consent of the other Party. Any attempted assignment, transfer or alienation in violation of this Agreement shall be null, void and ineffective.

Section 13.5 Further Assurances. Each Party will, at the request of the other Party, execute and deliver, or cause to be executed and delivered, such document and instruments as may be necessary to make effective the transactions contemplated by this Agreement Section 13.6 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one instrument.

Section 13.7 Construction.

(a) The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an “Article” or “Section” followed by a number or a letter refer to the specified Article or Section of this Agreement. The Schedule attached to this Agreement is hereby incorporated by reference into this Agreement and form part hereof. Unless otherwise indicated, all references to a “Schedule” followed by a letter refer to the specified Schedule to this Agreement. The terms “this Agreement,” “hereof,” “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof.

(b) Unless otherwise specifically indicated or the context otherwise requires, (i) all references to "dollars" or "$" mean United States dollars, (ii) words importing the singular shall include the plural and vice versa, and words importing any gender shall include all genders, (iii) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," and (iv) all words used as accounting terms shall have the meanings assigned to them under United States generally accepted accounting principles applied on a consistent basis and as amended from time to time. If any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day. Reference to any Party hereto is also a reference to such Party's permitted successors and assigns.

(c) The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties to this Agreement by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement, and no rule of strict construction will be applied against any Party hereto. This Agreement will not be interpreted or construed to require any Person to take any action, or fail to take any action, if to do so would violate any applicable Law.

Section 13.8 Governing Law. To the maximum extent permitted by applicable Law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without regard to principles of conflict of Laws that would require an application of another state's laws. Each of the Parties hereto agrees that this Agreement involves at least $100,000 and that this Agreement has been entered into in express reliance upon 6 Del. C. § 2708. Each of the Parties hereto irrevocably and unconditionally confirms and agrees (a) that it is and shall continue to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware and (b)(i) to the extent that such Party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such Party's agent for acceptance of legal process and notify the other Parties hereto of the name and address of such agent and (ii) to the fullest extent permitted by Law, that service of process may also be made on such Party by prepaid certified mail with a proof of mailing receipt validated by the U.S. Postal Service constituting evidence of valid service, and that, to the fullest extent permitted by applicable Law, service made pursuant to (b)(i) or (ii) above shall have the same legal force and effect as if served upon such Party personally within the State of Delaware. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE STATE OF DELAWARE, INCLUDING THE DELAWARE COURT OF CHANCERY IN AND FOR NEW CASTLE COUNTY (THE "DELAWARE COURTS") FOR ANY ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS), (B) WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH LITIGATION IN THE DELAWARE COURTS AND AGREES NOT TO PLEAD OR CLAIM IN ANY DELAWARE COURT THAT SUCH LITIGATION BROUGHT THEREIN HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND (C) ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT

IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 13.9 No Third Party Beneficiaries. Except for the rights of Indemnified Parties hereunder, nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Partnership, OGE, any Subsidiary or Affiliate of OGE providing Services hereunder, and Subsidiaries or Affiliates of the Partnership receiving Services hereunder, or their respective successors or permitted assigns) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, and no Person (except as so specified) shall be deemed a third-party beneficiary under or by reason of this Agreement.

Section 13.10 Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof.

[*Signatures of the Parties follow on the next page.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the date first written above:

CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC, its general partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

OGE ENERGY CORP.

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

Exhibit 10.9

EMPLOYEE TRANSITION AGREEMENT

THIS EMPLOYEE TRANSITION AGREEMENT (this "***Agreement***"), dated as of May 1, 2013 (the "***Effective Date***"), is made and entered into by and among CNP OGE GP LLC, a Delaware limited liability company ("***GP***"), CenterPoint Energy, Inc., a Texas corporation ("***CNP***"), and OGE Energy Corp., an Oklahoma corporation ("***OGE***"). GP, CNP and OGE may sometimes be referred to in this Agreement individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, CNP indirectly owns 100% of the outstanding capital stock of CenterPoint Energy Resources Corp., a Delaware corporation ("***CERC***");

WHEREAS, CERC owns 100% of the outstanding limited liability company interests of CenterPoint Energy Field Services, LLC, a Delaware limited liability company ("***CEFS***"); 100% of the outstanding limited liability company interests of CenterPoint Energy Gas Transmission Company, LLC, a Delaware limited liability company ("***CEGT***"); 100% of the outstanding limited liability company interests of CenterPoint Energy – Mississippi River Transmission, LLC, a Delaware limited liability company ("***MRT***"); and 100% of the outstanding equity interests of the Other CNP Midstream Subsidiaries (the Other CNP Midstream Subsidiaries, collectively with CEFS, CEGT, MRT and each of their respective subsidiaries, the "***CNP Midstream Entities***");

WHEREAS, OGE owns 100% of the outstanding limited liability company interests of OGE Enogex Holdings LLC, a Delaware limited liability company ("***OGE Holdings***");

WHEREAS, OGE Holdings and Bronco Midstream Holdings, LLC, a Delaware limited liability company ("***Bronco I***"), and Bronco Midstream Holdings II, LLC, a Delaware limited liability company (together with Bronco I, the "***Bronco Group***") collectively own 100% of the outstanding limited liability company interests of Enogex Holdings LLC, a Delaware limited liability company ("***Enogex Holdings***");

WHEREAS, OGE and the Bronco Group have agreed to cause Enogex Holdings to (i) form Enogex Holdings II LLC, a Delaware limited liability company ("***Enogex***"), as a wholly owned subsidiary of Enogex Holdings, (ii) contribute 100% of the outstanding equity interests of Enogex LLC, a Delaware limited liability company, to Enogex, and (iii) redeem 100% of OGE Holdings' membership interest in Enogex Holdings in exchange for 76.0% of the Economic Units (as defined in the Limited Liability Company Agreement of Enogex) of Enogex and 100% of the Management Units (as defined in the Limited Liability Company Agreement of Enogex) of Enogex;

WHEREAS, pursuant to that certain Master Formation Agreement, dated as of March 14, 2013 ("***Master Formation Agreement***"), by and among CNP, OGE and the Bronco Group, CNP, OGE and the Bronco Group have agreed through a series of transactions to contribute to CenterPoint Energy Field Services LP, a Delaware limited partnership ("***LP***"), the successor entity of CEFS, all of their respective ownership interests in the CNP Midstream Entities and Enogex on the terms and conditions set forth in the Master Formation Agreement;

WHEREAS, GP, CNP and OGE desire to set forth their agreements with respect to employee transition, employee benefit plans and other matters relating to the employees providing services to GP and LP during the period commencing on the closing date of the transactions contemplated in the Master Formation Agreement ("***Closing Date***") and ending on the date certain seconded employees of CNP and OGE become employees of LP or its Subsidiary or Subsidiaries; and

WHEREAS, immediately prior to the Closing Date, neither the CNP Midstream Entities nor Enogex employ any employees;

NOW, THEREFORE, in consideration of the premises set forth above and the respective representations, warranties, covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

"***Additional Employee***" has the meaning set forth in Section 2.1(h).

"***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" shall mean (a) 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, (b) the ownership of 50% or more of the stock or other equity interests of a Person, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such Person or (c) serving as general partner of such Person.

"***Board of Directors***" means the board of directors established pursuant to the GP LLC Agreement to manage the operations of LP.

"***CNP Benefit Plans***" means the CNP Plans, as defined in the Master Formation Agreement, as in effect on the date hereof and as they may thereafter be amended from time to time in accordance with the provisions of the Master Formation Agreement.

"***CNP Midstream Employees***" means Employees of CNP or a Subsidiary of CNP who perform services for the CNP Midstream Entities or their Subsidiaries. When the term "CNP Midstream Employees" is used herein in reference to a specific date, it shall include the Employees of CNP or a Subsidiary of CNP who perform services for the CNP Midstream Entities or their Subsidiaries as of such date.

"***CNP Pension Plans***" has the meaning set forth in Section 4.2(b).

"***CNP Retiree Medical Plan***" has the meaning set forth in Section 4.5(a).

"***CNP Retirement Plan***" has the meaning set forth in Section 4.2(b).

"***CNP Savings Plan***" has the meaning set forth in Section 4.3(a).

"***CNP Seconded Employees***" means the CNP Midstream Employees and any other employees of CNP or its Subsidiaries who will be seconded to LP pursuant to the CNP Transitional Seconding Agreement.

"***CNP Transitional Seconding Agreement***" means the CNP Transitional Seconding Agreement entered into by and between CNP and LP set forth in *Exhibit 1* attached hereto.

"***Employee***" means an employee of the relevant entity who is, on the relevant day, either (a) actively at work or (b) not actively at work but not classified as a terminated employee (including without limitation, on vacation, holiday, sick leave or other approved leave of absence with the right of reinstatement). Notwithstanding the foregoing, the term "Employee" shall not include any individual who is on extended medical leave or long-term disability leave, unless such individual's absence is designated as covered by the Family and Medical Leave Act.

"***Employee Transfer Date***" means a date after the Closing Date on which a Seconded Employee's employment with CNP, OGE or one of their Subsidiaries, as applicable, ends and the Seconded Employee becomes solely an Employee of LP or its Subsidiary. Subject to Section 2.1(i), no provision of this Agreement shall be construed as precluding or prohibiting different Employee Transfer Dates with respect to Seconded Employees' commencement of employment with LP or its Subsidiary.

"***Enogex Employees***" means Employees of OGE or a Subsidiary of OGE who perform services for Enogex or its Subsidiaries. When the term "Enogex Employees" is used herein in reference to a specific date, it shall include the Employees of OGE or a Subsidiary of OGE who perform services for Enogex or its Subsidiaries as of such date.

"***Laws***" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the New York Stock Exchange).

"***Liability***" means any and all debts, liabilities, commitments and obligations, whether or not fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whether or not required by GAAP to be reflected in financial statements or disclosed in the notes thereto.

"***LP Entities***" has the meaning set forth in Section 2.1(a).

"***Management Employee***" means a Seconded Employee who is an officer at the level of (i) in the case of CNP, senior vice president or above, and (ii) in the case of OGE, vice president or above, or, in either case, who directly reports to his or her employer's chief executive officer.

"***Notice***" has the meaning set forth in Section 6.1.

"***OGE Benefit Plans***" means the Enogex Plans, as defined in the Master Formation Agreement, as in effect on the date hereof and as they may thereafter be amended from time to time in accordance with the provisions of the Master Formation Agreement.

"***OGE Pension Plans***" has the meaning set forth in Section 4.2(a).

"***OGE Retiree Life Insurance Program***" has the meaning set forth in Section 4.5(b).

"***OGE Retiree Medical Program***" has the meaning set forth in Section 4.5(b).

"***OGE Retirement Plan***" has the meaning set forth in Section 4.2(a).

"***OGE Savings Plan***" has the meaning set forth in Section 4.3(a).

"***OGE Seconded Employees***" means the Enogex Employees and any other employees of OGE or its Subsidiaries who will be seconded to LP pursuant to the OGE Transitional Seconding Agreement.

"***OGE Transitional Seconding Agreement***" means the OGE Transitional Seconding Agreement entered into by and between OGE and LP set forth in *Exhibit 2* attached hereto.

"***Other CNP Midstream Subsidiaries***" means CenterPoint Energy – Illinois Gas Transmission Company, a Delaware corporation, CenterPoint Energy Pipeline Services, Inc., a Delaware corporation, and CenterPoint Energy Intrastate Holdings, LLC, a Delaware limited liability company.

"***Parent Equity Incentive Plans***" means the equity-based incentive compensation plans sponsored by CNP or OGE, as applicable.

"***Parent Group Health Plans***" has the meaning set forth in Section 4.4(c).

"***Parent Plans***" means the CNP Benefit Plans and the OGE Benefit Plans.

"***Parent Welfare Plans***" has the meaning set forth in Section 4.4(c).

"***Person***" means an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, estate, incorporated or unincorporated organization and any other legal entity of any kind.

"***Replacement Employee***" has the meaning set forth in Section 2.1(h).

"***Seconded Employees***" means the CNP Seconded Employees and the OGE Seconded Employees.

"***Secondment Period***" means the period of time beginning on the Closing Date and ending on the applicable Employee Transfer Date.

"***Selected Employees***" has the meaning set forth in Section 2.1(g).

"***Severance Costs***" means costs attributable to amounts payable under any severance plan that may be established from time to time by CNP or OGE or their respective Subsidiaries for which any Seconded Employee may be eligible.

"***Subsidiary***" has the meaning set forth in Section 1.1 of the Master Formation Agreement.

"***Termination Costs***" means all liabilities incurred in connection with or arising out of the termination of employment (whether actual or constructive) with CNP or OGE or any of their respective subsidiaries of any Seconded Employee, including liabilities relating to or arising out of any claim of discrimination or other illegality in connection with such termination but excluding the amount of any Severance Costs.

"***Transferred Employee***" means each Seconded Employee who accepts LP's or its Subsidiary's offer of employment and who becomes an Employee of LP or such Subsidiary.

"***Transitional Seconding Agreements***" means the CNP Transitional Seconding Agreement and the OGE Transitional Seconding Agreement.

"***VEBA***" has the meaning set forth in Section 4.5(a).

"***Welfare Benefit Plans***" means "welfare plans" as defined in Section 3(1) of ERISA.

"***LP Group Health Plan***" has the meaning set forth in Section 4.4(c).

"***LP Plans***" has the meaning set forth in Section 4.1(b).

"***LP Pension Plan***" has the meaning set forth in Section 4.2(c).

"***LP Retiree Medical Program***" has the meaning set forth in Section 4.5(c).

"***LP Savings Plan***" has the meaning set forth in Section 4.3(b).

"***LP Welfare Plans***" has the meaning set forth in Section 4.4(c).

Section 1.2. Capitalized Terms. Capitalized terms used but not defined in this Agreement have the respective meanings ascribed to such terms under the Master Formation Agreement. The incorporation of such terms in the Master Formation Agreement into this Agreement shall survive any termination of the Master Formation Agreement.

Section 1.3. Rules of Construction. The provisions of Section 1.2 of the Master Formation Agreement shall apply to this Agreement as if fully set forth herein and shall survive any termination of such agreement.

ARTICLE II

EMPLOYMENT TRANSFERS

Section 2.1. Identification and Transfer of Employees.

(a) Between the Effective Date and the Employee Transfer Date, none of the CNP Midstream Entities or Enogex, as the case may be, nor any of their respective Subsidiaries (collectively, the "***LP Entities***"), shall hire any employees nor shall CNP or OGE or any of their respective Subsidiaries transfer the employment of any employee to the LP Entities or their Subsidiaries. For the avoidance of doubt, immediately prior to the Closing Date, the CNP Midstream Entities, Enogex and their respective Subsidiaries employ no employees.

(b) Prior to the Effective Date, CNP has delivered to OGE a letter setting forth complete and accurate lists of the CNP Seconded Employees employed by CNP or its Subsidiaries as of the Effective Date, including each such Employee's current job title, work location, hire date, vacation balance, annual salary or hourly wages (as applicable) and annual bonus opportunities as of the Effective Date.

(c) Prior to the Effective Date, OGE has delivered to CNP a letter setting forth complete and accurate lists of the OGE Seconded Employees employed by OGE or its Subsidiaries as of the Effective Date, including each such Employee's current job title, work location, hire date, vacation balance, annual salary or hourly wages (as applicable) and annual bonus opportunities as of the Effective Date.

(d) The Employee lists and information included in the letters described in Sections 2.1(b) and 2.1(c) shall be updated immediately prior to the Employee Transfer Date to include any additional Employees who are Seconded Employees who were hired after the Effective Date, including any Employees hired pursuant to Section 2.1(h) (along with the information called for by Section 2.1(b) or 2.1(c), as applicable, with respect to such Employees) and to eliminate any Employees whose employment was terminated after the Effective Date but prior to the Employee Transfer Date.

(e) Subject to Section 2.1(h), Section 2.2 and Article III, on and after the Closing Date and for the duration of the Secondment Period, each Seconded Employee, unless such Seconded Employee's employment with CNP and its Subsidiaries or OGE and its Subsidiaries, as the case may be, is terminated, shall remain an Employee of CNP, OGE or one of their Subsidiaries other than the LP Entities, as the case may be, and shall be covered under the applicable Parent Plans for which, and to the extent, such Employee is eligible.

(f) On the Closing Date, in connection with the provision of services by the Seconded Employees to LP or its Subsidiaries during the Secondment Period, (i) CNP and LP shall enter into the CNP Transitional Seconding Agreement and (ii) OGE and LP shall enter into the OGE Transitional Seconding Agreement.

(g) The Board of Directors or its designee shall select which, if any, of the Seconded Employees will be offered employment with LP or its Subsidiaries as Management Employees and non-Management Employees as of the Employee Transfer Date (collectively, the "***Selected Employees***") in accordance with Section 2.1(i).

(h) After the Closing Date and prior to the applicable Employee Transfer Date, each of CNP and OGE, in consultation with GP and LP, shall be permitted to hire Employees to fill any vacancies that have arisen or may arise due to terminations of employment among the Seconded Employees ("***Replacement Employees***") or as necessary to provide staffing for expansions or additional projects of LP ("***Additional Employees***"); *provided, however,* that (i) the circumstances and the terms upon which any such Replacement Employees and Additional Employees are hired are consistent with their respective employer's normal and customary business practices as in effect prior to the Closing Date, (ii) in the case of a hire to fill a vacancy, the employer of any such Replacement Employee will be the same as the employer of the Employee whose termination resulted in the vacancy, and (iii) the employer of any Additional Employee will be determined in relation to the location of employment where such Additional Employee is required, such that Additional Employees needed for such expansions or additional projects related to (A) the former CNP Midstream Entities will become Employees of CNP or one of its Subsidiaries (other than the CNP Midstream Entities or their respective Subsidiaries) and (B) the former Enogex will become Employees of OGE or one of its Subsidiaries (other than Enogex or its Subsidiaries). All such Employees that are hired in accordance with the preceding sentence will be designated as CNP Seconded Employees or OGE Seconded Employees, as applicable, and, if they remain employees on the Employee Transfer Date, will be included among the Employees who are eligible to receive offers of employment with LP or a Subsidiary thereof in accordance with Sections 2.1(g) and 2.1(i).

(i) LP or a Subsidiary thereof shall provide a written offer of employment to each Seconded Employee who has been designated as a Selected Employee, to become effective on the applicable Employee Transfer Date on terms to be determined by the Board of Directors or its designee**,** in its discretion. The Board of Directors or its designee shall determine, in its discretion, base salary or wages and benefits for the Selected Employees (which may or may not be equal to each such Employee's base salary or wages and benefits in effect as of the date of the offer). All such transfers of employment shall take place on a date determined by mutual agreement of LP, CNP and OGE, but in any event not later than December 31, 2014, unless mutually agreed in writing by LP, CNP and OGE prior to that date. Nothing in this Agreement shall prohibit the Board of Directors or its designee from hiring individuals who are not Seconded Employees as employees of LP and its Subsidiaries with hire dates effective on or after the Employee Transfer Date.

(j) Each Selected Employee shall become a Transferred Employee on the applicable Employee Transfer Date if he or she (i) accepts LP's or its Subsidiary's offer of employment under the terms and conditions provided in such offer and (ii) is actively at work or otherwise qualifies as an Employee of CNP, OGE or one of their Subsidiaries, as applicable, on the applicable Employee Transfer Date.

Section 2.2. Availability of Seconded Employees. CNP and OGE agree, on behalf of themselves and their respective Subsidiaries, that from the date hereof through the Employee Transfer Date (except as contemplated by Section 2.1(a) and 2.1(i)):

(a) they shall not, without first consulting with the other Parties and LP, transfer or permit the transfer of employment, directly or indirectly, of, or terminate without cause or permit the termination without cause of, any Seconded Employees who are respectively employed by them or their Subsidiaries; and

(b) consistent with past business practice, they shall maintain positive employee relations with and use reasonable commercial efforts to retain all Seconded Employees who are respectively employed by them or their Subsidiaries.

provided, however, that subject to Section 2.6 of the CNP Transitional Seconding Agreement or Section 2.6 of the OGE Transitional Seconding Agreement, as applicable, the final discretion for any employment termination shall rest with CNP or OGE or their respective Subsidiaries, as applicable.

Section 2.3. Cooperation with Respect to Seconded Employees. CNP and OGE shall assist LP in communicating with each of the Seconded Employees who is employed by CNP or OGE or their Subsidiaries, as applicable. Effective as of the Employee Transfer Date, CNP and OGE shall waive, and shall cause their respective Subsidiaries to waive, as applicable, any covenants not to compete, confidentiality provisions or other similar restrictions that may be applicable to the Selected Employees but only to the extent such covenants, provisions or restrictions relate to the present or contemplated business of LP and would prohibit such Employees from accepting employment with LP or its Subsidiaries or providing his or her services in such employment without violating any such covenants, provisions or restrictions. Upon request and to the extent not prohibited by applicable Law, CNP and OGE and their respective Subsidiaries shall provide LP with copies of the payroll, benefits enrollment, service credit and such other records for the Transferred Employees as may be necessary or appropriate to establish payroll and benefits records at LP for such Transferred Employees. CNP and OGE shall cooperate with regard to the design and implementation of any severance program that may be offered to their respective Seconded Employees.

Section 2.4. No Restrictions on Changes. Nothing in this Agreement shall require or be construed or interpreted as requiring LP and its Subsidiaries to continue the employment of any of their employees (including Transferred Employees). Nothing in this Agreement shall require or be construed or interpreted to prevent CNP, OGE, LP or any of their respective Subsidiaries from changing the terms and conditions of employment (including compensation and benefits) of any of their employees (including Seconded Employees) before the Employee Transfer Date, except as specifically provided in Section 2.2(c) of the Transitional Seconding Agreements or Sections 4.1(c), 4.3(b), 4.4(c) and 4.4(d) hereof.

Section 2.5. Nonsolicitation. For the period beginning on the Effective Date and ending on the date that is two years after the Closing Date, each of CNP, OGE and their respective Affiliates shall not, in any manner directly or indirectly or by assisting another Person, unless acting in accordance with the other Party’s prior written consent, solicit for employment

or other similar relationship, or hire, any employee of an LP Entity or any Seconded Employee who is employed by the other Party or any of such other Party's Affiliates, other than such employee who (i) independently responded to a general solicitation for employment not directed at such employee or (ii) is a bona fide referral to such Party by a professional search firm.

Section 2.6. Employee Liabilities and Indemnification.

(a) LP shall be solely responsible for, and shall indemnify CNP, OGE and their Subsidiaries against and hold them harmless from, and, to the extent applicable, reimburse CNP, OGE or their Subsidiaries for, any and all Termination Costs, Severance Costs and other Liabilities, if any, relating to or arising out of a Seconded Employee's termination of employment from CNP and its Subsidiaries or OGE and its Subsidiaries, as applicable, during and after the Seconding Period.

(b) Subject to Sections 3.1 and 4.4 and the cost reimbursement provisions of the CNP Transitional Seconding Agreement, any and all Liabilities arising out of or relating to (i) the employment by CNP or any of its Subsidiaries of any of their respective employees that are not specifically provided for in this Agreement and (ii) any Employee Benefit Plan that is or has been sponsored, maintained, or contributed to by CNP or any ERISA Affiliate of CNP shall remain or become the responsibility of CNP and its Subsidiaries (other than CNP Midstream Entities and their respective Subsidiaries). Subject to Sections 3.1 and 4.4 and the cost reimbursement provisions of the OGE Transitional Seconding Agreement, any and all Liabilities arising out of or relating to (i) the employment by OGE or any of its Subsidiaries of any of their respective employees that are not specifically provided for in this Agreement and (ii) any Employee Benefit Plan that is or has been sponsored, maintained, or contributed to by OGE or any ERISA Affiliate of OGE, shall remain or become the responsibility of OGE and its Subsidiaries (other than Enogex and its Subsidiaries). CNP, with respect to such Liabilities as shall remain or become the Liabilities of CNP and its Subsidiaries, and OGE, with respect to such Liabilities as shall remain or become the Liabilities of OGE and its Subsidiaries, in each case as contemplated by this paragraph, shall indemnify LP and its Subsidiaries against and hold them harmless from any and all such Liabilities.

(c) Any and all Liabilities arising out of or relating to the employment of any Transferred Employee by LP or any of its Subsidiaries on or after the applicable Employee Transfer Date shall be the responsibility of LP and its Subsidiaries and LP shall indemnify each of CNP and OGE and their respective Subsidiaries against and hold them harmless from any and all such Liabilities.

(d) Subject to Sections 3.1 and 4.4, but without limiting the generality of the foregoing, but subject to the cost reimbursement provisions of the applicable Transitional Seconding Agreements, the Liabilities to be retained by any Person pursuant to the preceding paragraphs (b) and (c) of this Section 2.6 shall include (a) the salaries and wages of the relevant employees along with any bonuses to which such employees may be entitled, (b) the costs of such employees' participation in any Parent Plans or LP Plans, as applicable, (c) workers' compensation coverage of such employees, (d) vacation and leave pay for such employees, (e) the employer's portion of any health, life,

disability or other insurance or Welfare Benefit Plan coverages provided as a part of Parent Plans related to such employees, as applicable in which such employees participate, (f) all employment taxes (including Social Security, Medicare and unemployment taxes) and tax withholdings related to such employees, (g) all payroll processing, payroll deduction, tax withholding and tax reporting services, employee benefit administration, claims processing, personnel administration, and all such related human resources services with respect to such employees, and (h) except as otherwise specifically provided herein, Severance Costs and Termination Costs related to such employees.

ARTICLE III

COMPENSATION

Section 3.1. Compensation Generally. On and after the Employee Transfer Date, the Board of Directors or its designee shall determine the rate of base salary or wages of the Transferred Employees and may increase or decrease such salary or wages as it determines is appropriate in its sole discretion. Nothing in this Agreement shall confer upon any Transferred Employee any right to continued employment with LP or its Subsidiaries, nor shall anything herein interfere with the right of LP or its Subsidiaries to relocate or terminate the employment of any of the Transferred Employees at any time after the Employee Transfer Date. Subject to LP's reimbursement obligations under the Transitional Seconding Agreements of this Agreement and the provisions of this Section 3.1 and Section 4.4, CNP, OGE and their respective Subsidiaries, as applicable, shall retain all Liability and responsibility for wages, salary, overtime pay, bonuses, incentive pay, other cash compensation and employee benefits of their Seconded Employees attributable to periods before the Employee Transfer Date. Effective as of the Employee Transfer Date, LP and its Subsidiaries shall, except as otherwise required by applicable Laws, assume and be solely responsible for (a) accrued but unused vacation (including carry-over vacation) and, in addition, the sick leave entitlements, if applicable, of each of the Transferred Employees attributable to periods before the Employee Transfer Date and (b) all wages, salary, overtime pay, bonuses, incentive pay, vacation pay, sick pay, other cash compensation and employee benefits of Transferred Employees attributable to the period beginning on the Employee Transfer Date, in each case subject to the terms of LP's compensation practices and benefit plans. From and after the Employee Transfer Date, LP shall, and shall cause its Subsidiaries to, comply with their obligations under Article IV for the provision of compensation and benefits for Transferred Employees.

Section 3.2. Cash Incentive Compensation. Notwithstanding anything herein to the contrary, if the applicable Employee Transfer Date occurs prior to the last day of a full calendar year, then CNP and OGE shall pay to the Transferred Employees all annual cash bonus and incentive payments earned by the Transferred Employees through the Employee Transfer Date for such calendar year under the terms and conditions of the applicable Parent Plans. Such payments will be prorated based on the amount of time each Transferred Employee worked for CNP, OGE or their respective Subsidiaries, as the case may be, during the such calendar year prior to the Employee Transfer Date and will be paid to the employees no later than March 15th of the calendar year immediately following the calendar year for which such amounts are earned. The cost of such payments shall be allocated pursuant to the Transitional Seconding Agreements.

Section 3.3. Equity Incentive Compensation.

(a) With respect to any awards granted to Transferred Employees under the Parent Equity Incentive Plans prior to the Employee Transfer Date, each of CNP and OGE shall take such actions as may be necessary to permit each Transferred Employee who has an outstanding award under such Parent Equity Incentive Plans as of the Employee Transfer Date to continue to earn and/or vest in any such awards as are not fully earned and/or vested as of the Employee Transfer Date based on service to LP and its Subsidiaries. Further, with respect to any stock options granted to Transferred Employees under the Parent Equity Incentive Plans prior to the Employee Transfer Date, CNP and OGE shall take such actions as may be necessary to permit each Transferred Employee to continue to exercise such stock options in accordance with the agreements governing such stock options; *provided*, *however,* that for purposes of the foregoing, the transfers of employment described in Section 2.1(j) shall not be treated as terminations of employment for purposes of applying the provisions of such agreements regarding exercises following a termination of employment, and such provisions shall be applied with all references to a termination of employment with CNP or OGE, and their respective affiliates, replaced with references to a termination of employment with LP and its Affiliates.

(b) Between the Closing Date and the applicable Employee Transfer Date, CNP and OGE may continue to grant Seconded Employees, including any newly-hired Employees pursuant to Section 2.1(h), equity-related compensation awards pursuant to the Parent Equity Incentive Plans that each of them sponsor at the time and in accordance with customary business practices applicable to Employees of CNP and its Subsidiaries or OGE and its Subsidiaries, as applicable. Any such awards shall provide for vesting to continue after the Employee Transfer Date, based on service with CNP and its Subsidiaries or OGE and its Subsidiaries, as applicable, and with LP and its Subsidiaries and, with respect to any such awards as are stock options, if the Employee accepts employment with LP, the transfer of such employment shall not be considered a termination of employment that would trigger the beginning of any post-termination stock option exercise period. The cost of such compensation awards shall be allocated pursuant to the Transitional Seconding Agreements.

(c) During the Secondment Period, CNP and OGE agree to consult with the Board of Directors (if requested by the Board of Directors) concerning awards granted under short-term and long-term incentive plans by CNP and OGE to Seconded Employees during the Secondment Period. The Parties shall jointly determine the terms, conditions (including eligibility) and other design features of short-term and long-term incentive plans and/or programs to be established by LP or its Subsidiary pursuant to which LP, in its discretion, may grant incentive awards to the Transferred Employees and future employees of LP and its Subsidiaries on and after the Employee Transfer Date. Moreover, LP shall be permitted, in its discretion, to grant to the Seconded Employees incentive awards under such short-term and long-term incentive plans and/or programs as are adopted by the Board of Directors during the Secondment Period.

ARTICLE IV

EMPLOYEE BENEFITS

Section 4.1. Employee Benefits Generally.

(a) Effective as of the Closing Date, neither LP nor any of its Subsidiaries shall be a participating employer in any Parent Plan. Subject to LP's reimbursement obligations under the Transitional Seconding Agreements, CNP and OGE shall remain solely responsible for all Liabilities with respect to the CNP Benefit Plans and the OGE Benefit Plans, respectively, and LP and its Subsidiaries shall not assume any Parent Plan and shall have no obligations and shall assume no Liabilities with respect to the Parent Plans, in each case except as specifically provided in Section 3.1 and Section 4.4 below.

(b) From and after the Employee Transfer Date, LP and its Subsidiaries shall provide Transferred Employees with employee benefits, including without limitation, such health, welfare and retirement benefits as it may establish and maintain from time to time (the "***LP Plans***").

(c) LP shall grant to the Transferred Employees credit for their past service with CNP Midstream Entities, Enogex and their respective Affiliates (or, in the case of Transferred Employees who are not CNP Midstream Employees or Enogex Employees, for their past service with CNP, OGE or their Affiliates, as applicable), to the extent such service was credited under a similar plan, program or arrangement sponsored or maintained by CNP or OGE for the following: (i) vesting and eligibility purposes under any LP Plans in which they are or may become eligible to participate and (ii) determining the duration and amount of their benefits under any sick pay, vacation or paid time off or severance policy maintained by LP in which they are or may become eligible to participate, subject to Section 4.7 regarding no duplication of benefits with respect to the same period of service.

Section 4.2. Pension Benefits.

(a) Effective as of the applicable Employee Transfer Date, OGE shall cause the Transferred Employees who, immediately prior to the Employee Transfer Date, were OGE Seconded Employees to be one hundred percent (100%) vested in their accrued benefits under the OGE Energy Corp. Retirement Plan (the "***OGE Retirement Plan***"), and the OGE Energy Corp. Restoration of Retirement Income Plan (collectively, the "***OGE Pension Plans***"). No assets or liabilities of the OGE Pension Plans will be transferred to LP or its Subsidiaries; rather, all such assets shall be retained by the OGE Pension Plans and OGE, as applicable. As of the Closing Date, OGE has not terminated the OGE Retirement Plan and has sufficiently funded such plan so that (a) no Lien could arise pursuant to Section 430 of the Code with respect to funding requirements under such plan and (b) the PBGC would have no basis upon which to institute involuntary termination proceedings pursuant to Section 4041(c) or 4042 of ERISA with respect to such plan.

(b) Effective as of the applicable Employee Transfer Date, CNP shall cause the Transferred Employees who, immediately prior to the Employee Transfer Date, were CNP Seconded Employees to be one hundred percent (100%) vested in their accrued benefits under the CenterPoint Energy Retirement Plan (the "***CNP Retirement Plan***") and the CenterPoint Energy Benefits Restoration Plan (collectively, the "***CNP Pension Plans***"). No assets or liabilities of the CNP Pension Plans will be transferred to LP or its Subsidiaries; rather, all such assets shall be retained by the CNP Pension Plan and CNP, as applicable. As of the Closing Date, CNP has not terminated the CNP Retirement Plan and has sufficiently funded such plan so that (a) no Lien could arise pursuant to Section 430 of the Code with respect to funding requirements under such plan and (b) the PBGC would have no basis upon which to institute involuntary termination proceedings pursuant to Section 4041(c) or 4042 of ERISA with respect to such plan.

(c) Prior to the end of the Secondment Period, the Parties shall jointly determine whether or not to establish a new tax-qualified defined benefit pension plan, effective as of the Employee Transfer Date, to be maintained by LP or its Subsidiary in order to provide benefits for eligible Transferred Employees and future employees of LP and its Subsidiaries (the "***LP Pension Plan***"). If the determination is made to establish the LP Pension Plan, then the Parties and LP shall jointly agree on the terms, conditions (including eligibility) and other design features of the LP Pension Plan.

Section 4.3. Savings Plans.

(a) Effective as of the Employee Transfer Date, CNP shall cause the Transferred Employees who, immediately prior to the Employee Transfer Date, were CNP Seconded Employees to be one hundred percent (100%) vested in their account balances under the CenterPoint Energy Savings Plan (the "***CNP Savings Plan***"), and OGE shall cause the Transferred Employees who, immediately prior to the Employee Transfer Date, were OGE Seconded Employees to be one hundred percent (100%) vested in their account balances under the OGE Energy Corp. Employees' Stock Ownership and Retirement Savings Plan ("***OGE Savings Plan***").

(b) Prior to the end of the Secondment Period, the Parties shall jointly determine whether or not to establish a new tax-qualified retirement savings plan, effective as of the Employee Transfer Date, to be maintained by LP or its Subsidiary in order to provide benefits for eligible Transferred Employees and future employees of LP and its Subsidiaries (the "***LP Savings Plan***"). If the determination is made to establish the LP Savings Plan, then the Parties and LP shall jointly agree on the terms, conditions (including eligibility) and other design features of the LP Savings Plan; *provided, however,* that subject to the terms of the LP Savings Plan, Transferred Employees may elect to roll over any portion of their distributable account balances under the CNP Savings Plan and the OGE Savings Plan, and/or any portion of their accrued benefits under the CNP Retirement Plan and OGE Retirement Plan that is distributed as a lump sum to their respective accounts established under the LP Savings Plan. Moreover, provided the LP Savings Plan has been established as of the Employee Transfer Date, as soon as practicable following the Employee Transfer Date, the LP Savings Plan shall permit the Transferred Employees to roll over their outstanding loan balances, if any,

under the CNP Savings Plan or OGE Savings Plan during the period specified by the LP Savings Plan (which shall not be less than 30 days following the Employee Transfer Date), subject to any reasonable restrictions on loan balance transfers under the LP Savings Plan.

Section 4.4. Welfare Benefits. Without limiting the generality of the above provisions, this Section 4.4 contains certain specific provisions regarding the provision of benefits under Welfare Benefit Plans, unemployment compensation benefits and workers compensation benefits.

(a) Effective as of the Employee Transfer Date, LP shall cause the Transferred Employees to be eligible to be covered by the Welfare Benefit Plans sponsored by LP or its Subsidiaries.

(b) Except as specifically provided in this Section 4.4, and subject to LP's reimbursement obligations under the Transitional Seconding Agreements: (i) CNP and its Subsidiaries shall be solely responsible for (A) claims of Transferred Employees who, immediately prior to the Employee Transfer Date, were CNP Seconded Employees and their eligible beneficiaries and dependents for workers compensation, unemployment compensation and under Welfare Benefit Plans that are incurred before the Employee Transfer Date, and (B) claims relating to COBRA coverage attributable to "qualifying events" occurring on or before the Employee Transfer Date with respect to any Transferred Employees who, immediately prior to the Employee Transfer Date, were CNP Seconded Employees and their eligible beneficiaries and dependents; (ii) OGE and its Subsidiaries shall be solely responsible for (A) claims of Transferred Employees who, immediately prior to the Employee Transfer Date, were OGE Seconded Employees, and their eligible beneficiaries and dependents for workers compensation, unemployment compensation and under Welfare Benefit Plans that are incurred before the Employee Transfer Date, and (B) claims relating to COBRA coverage attributable to "qualifying events" occurring on or before the Employee Transfer Date with respect to any Transferred Employees who, immediately prior to the Employee Transfer Date, were OGE Seconded Employees and their eligible beneficiaries and dependents; and (iii) LP and its Subsidiaries shall be solely responsible for (A) claims of Transferred Employees and their eligible beneficiaries and dependents for workers compensation and unemployment compensation benefits and claims under Welfare Benefit Plans that are incurred on or after the Employee Transfer Date, and (B) claims relating to COBRA coverage attributable to "qualifying events" occurring after the Employee Transfer Date with respect to Transferred Employees and their beneficiaries and dependents. A medical/dental claim shall be considered incurred on the date when the medical/dental services are rendered or medical/dental supplies are provided, and not when the condition arose or when the course of treatment began. An unemployment compensation or workers compensation claim shall be considered incurred before the Employee Transfer Date if the occurrence giving rise to the claim occurs before the Employee Transfer Date.

(c) Each Transferred Employee who is employed in an eligible job classification shall be immediately eligible to participate, without any waiting time, in any and all Welfare Benefit Plans sponsored by LP and its Subsidiaries for the benefit of Transferred Employees (such plans, collectively, the "***LP Welfare Plans***") to the extent coverage under such welfare plan replaces coverage under a similar Parent Plan in which such Transferred Employee was previously eligible to participate (such plans, collectively, the "***Parent Welfare Plans***"). LP shall cause all pre-existing condition exclusions and actively-at-work requirements of each LP Welfare Plan to be waived for Transferred Employees and their eligible beneficiaries and dependents, to the extent such exclusions and restrictions did not apply under the applicable Parent Welfare Plan and, in respect of any such LP Welfare Plan that is an insured plan, to the extent reasonably possible under the applicable policy or program. In addition, for purposes of each LP Welfare Plan providing group medical, dental, pharmaceutical and/or vision benefits (each a "***LP Group Health Plan***" and collectively, the "***LP Group Health Plans***"), if the Employee Transfer Date is a date other than December 31st of any calendar year, LP and its Subsidiaries agree to provide Transferred Employees credit for purposes of any applicable deductible, co-payment and out-of-pocket requirements under the LP Group Health Plans for amounts paid under the corresponding Parent Welfare Plans that provide group medical, dental, pharmaceutical and/or vision benefits (the "***Parent Group Health Plans***") for the calendar year in which the Employee Transfer Date occurs as though such amounts had been paid in accordance with the terms and conditions of the LP Group Health Plans, provided that, and only to the extent required by applicable Laws, each Transferred Employee (and his or her dependents and beneficiaries, as applicable) provides appropriate written consent for disclosure by the Parent Group Health Plans to LP or the LP Group Health Plans upon their request.

(d) If the applicable Employee Transfer Date is a date other than December 31st of any calendar year, OGE and CNP shall transfer as of the applicable Employee Transfer Date to LP and its Subsidiaries the excess, if any, of an amount equal to the aggregate of the accumulated contributions to their respective health and dependent care flexible spending account plans made by Transferred Employees (but not the Management Employees) for the plan year in which the Employee Transfer Date occurs over the aggregate of the payments made from such accounts for such plan year to such employees as of the Employee Transfer Date, and such amounts shall be reflected in corresponding accounts set up on behalf of the Transferred Employees in flexible spending account plans to be established by LP or its Subsidiaries. LP and its Subsidiaries shall cause their flexible spending account plans to honor and continue through the end of the calendar year in which the Employee Transfer Date occurs the elections as in effect immediately prior to the Employee Transfer Date made by Transferred Employees under the applicable flexible spending account plans of OGE and CNP. Following the transfer, LP and its Subsidiaries shall be responsible for such transferred excess amounts in their flexible spending account plans and all unpaid claims made by Transferred Employees for reimbursement under such plans in accordance with the terms of such plans.

Section 4.5. Retiree Medical Benefits.

(a) CNP has established and maintains on behalf of certain of its and its Subsidiaries' retirees and employees who may become eligible upon retirement, including, without limitation, certain of the CNP Midstream Employees, retiree medical benefits under the CenterPoint Energy Group Welfare Benefits Plan for Retirees (the "***CNP Retiree Medical Plan***"). Except as provided below, the CNP Retiree Medical Plan is an unfunded obligation of CNP and, from and after the Closing Date, CNP will retain all Liabilities arising out of or relating to such programs with respect to Transferred Employees who become entitled to benefits under the terms of such programs. With respect to the CNP Midstream Employees who are MRT employees at any time prior to the Closing Date, however, a trust fund was created to fund certain of the MRT employees' retiree medical benefits under the CNP Retiree Medical Plan pursuant to that certain MRT Welfare Benefit Trust Agreement, by and between CERC and The Northern Trust Company, as trustee, dated as of August 31, 2001 (the "***VEBA***"). From and after the Closing, to the extent consistent with applicable Laws, notwithstanding anything to the contrary herein, CERC or its Subsidiary (other than an LP Entity) shall retain all Liabilities and assets relating to VEBA.

(b) OGE has established and maintains on behalf of certain of its and its Subsidiaries' retirees and employees who may become eligible upon retirement, including, without limitation, certain of the Enogex Employees, a retiree medical program (the "***OGE Retiree Medical Program***") and a retiree life insurance program (the "***OGE Retiree Life Insurance Program***"). The OGE Retiree Medical Program and the OGE Retiree Life Insurance Program are both unfunded obligations of OGE and, from and after the Closing Date, OGE will retain all Liabilities arising out of or relating to such programs with respect to Transferred Employees who become entitled to benefits under the terms of such programs.

(c) Prior to the end of the Secondment Period, the Parties shall jointly determine whether or not to establish a retiree medical program, effective as of the Employee Transfer Date, to be maintained by LP or its Subsidiary for the benefit of eligible Transferred Employees and future employees of LP and its Subsidiaries (the "***LP Retiree Medical Program***"). If the determination is made to establish the LP Retiree Medical Program, then the Parties and LP shall jointly agree on the terms, conditions (including eligibility) and other design features of the LP Retiree Medical Program.

Section 4.6. Nonqualified Deferred Compensation. With respect to any Parent Plan that is a nonqualified deferred compensation plan as defined in Section 409A of the Code, CNP, OGE and LP will cooperate to prevent the transactions contemplated by the Master Formation Agreement and this Agreement from resulting in a violation of Section 409A of the Code with respect to any such plan. To the extent that the CNP Pension Plans or OGE Pension Plans provide at any time for additional benefit accruals, service credits, cost-of-living increases, subsidies, notional investment credits or earnings or other benefits or enhancements for the CNP Seconded Employees or OGE Seconded Employees, respectively, who become Transferred Employees, whether or not attributable to such employees' compensation or service, or any other factor, from and after the Employee Transfer Date, CNP shall bear the full cost thereof for the CNP Pension Plans and OGE shall bear the full cost thereof for the OGE Pension Plans, and neither LP, CNP with respect to the OGE Pension Plans, nor OGE with respect to the CNP Pension Plans shall have any Liability with respect thereto.

Section 4.7. No Duplication of Benefits. Nothing in this Agreement shall cause duplicate benefits to be paid or provided to or with respect to a Seconded or Transferred Employee under any employee benefit policies, plans, arrangements, programs, practices, or agreements. References herein to a benefit with respect to a Seconded or Transferred Employee shall include, where applicable, benefits with respect to any eligible dependents and beneficiaries of such Seconded or Transferred Employee under the same employee benefit policy, plan, arrangement, program, practice or agreement.

ARTICLE V

TERMINATION

Section 5.1. Termination. This Agreement will be effective on the Effective Date and will terminate on the last Employee Transfer Date. Notwithstanding the foregoing, either Party may terminate this Agreement upon notice to the other in the event that: (i) the parties mutually agree to do so; (ii) the other party materially breaches the Agreement and its failure to cure such material breach within ninety (90) days following written notice of such breach; or (iii) the other party becomes insolvent.

Section 5.2. Effect of Termination. Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement will terminate; *provided, however,* that termination will not affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives termination (including, without limitation, obligations to make payment for services provided or liabilities incurred prior to the effective date of such termination). Notwithstanding anything to the contrary herein, the following provisions of this Agreement will survive the termination of this Agreement indefinitely: Sections 2.5, 2.6, 4.4, 4.5 and Article VI.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party to another party (each, a "***Notice***") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of delivery or mailed by U.S. registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows, provided that copies to be delivered below shall not be required for effective notice and shall not constitute notice:

If to CNP, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: J. David Kirkland
Gerald M. Spedale
Fax: 713.229.1522

If to OGE, addressed to:

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Chief Financial Officer
Fax: 405.553.3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: 832.239.3600

If to GP, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: J. David Kirkland
Gerald M. Spedale
Fax: 713.229.1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Chief Financial Officer
Fax: 405.553.3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: 832.239.3600

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier or facsimile shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All Notices by telecopier or facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

Section 6.2. Governing Law; Jurisdiction; Waiver of Jury Trial. The provisions of Section 10.2 (Governing Law; Jurisdiction; Waiver of Jury Trial) of the Master Formation Agreement shall apply to this Agreement as if fully set forth herein and shall survive any termination of such agreement.

Section 6.3. Entire Agreement; Amendments and Waivers. Except for the Master Formation Agreement, including all agreements attached thereto as exhibits; the Transitional Seconding Agreements, this Agreement and the exhibits and schedules hereto constitute the entire agreement between and among the Parties hereto pertaining to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between or among the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby.

Section 6.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall entitle anyone other than OGE, CNP and LP, or their respective successors and assigns, to any claim, cause of action, remedy or right of any kind whatsoever.

Section 6.5. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. No Party hereto may assign, transfer, dispose of or otherwise alienate this Agreement or any of its rights, interests or obligations under this Agreement (whether by operation of law or otherwise). Any attempted assignment, transfer, disposition or alienation in violation of this Agreement shall be null, void and ineffective.

Section 6.6. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement are not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the fullest extent possible.

Section 6.7. Execution. This Agreement may be executed in multiple counterparts each of which shall be deemed an original and all of which shall constitute one instrument.

[Remainder of Page Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective officers hereunto duly authorized, all as of the date first written above.

CENTERPOINT ENERGY, INC.

By: /s/ Gary L. Whitlock
Name: Gary L. Whitlock
Title: Executive Vice President and Chief Financial Officer

OGE ENERGY CORP.

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

CNP OGE GP LLC

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

EXHIBITS

Exhibit 1	CNP Transitional Seconding Agreement
Exhibit 2	OGE Transitional Seconding Agreement

Exhibit 10.10

CNP TRANSITIONAL SECONDING AGREEMENT

THIS CNP TRANSITIONAL SECONDING AGREEMENT is made and is effective as of May 1, 2013 (the "***Effective Date***"), by and between CenterPoint Energy, Inc., a Texas corporation ("***CNP***"), and CenterPoint Energy Field Services LP, a Delaware limited partnership (the "***Company***"). CNP and the Company may sometimes be referred to in this Agreement individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, pursuant to that certain Master Formation Agreement, dated as of March 14, 2013 ("***Master Formation Agreement***"), by and among CNP, OGE Energy Corp., an Oklahoma corporation ("***OGE***") Bronco Midstream Holdings, LLC, a Delaware limited liability company ("***Bronco I***"), and Bronco Midstream Holdings II, LLC, a Delaware limited liability company (together with Bronco I, the "***Bronco Group***"), CNP, OGE and the Bronco Group have agreed through a series of transactions to contribute to the Company all of their respective ownership interests in the CNP Midstream Entities (as defined in the Employee Transition Agreement) by CNP and in Enogex (as defined in the Employee Transition Agreement) by OGE and the Bronco Group, and CNP OGE GP LLC, a Delaware limited liability company ("***GP***"), shall be the general partner of the Company;

WHEREAS, pursuant to the Master Formation Agreement, CNP and OGE have agreed to second certain employees to the Company and its Subsidiaries ("***Company Group***") to exclusively perform certain services for the Company Group until the Company Group has its own employees;

WHEREAS, CNP and the Company desire to set forth their agreements with respect to the employees seconded by CNP in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the premises set forth above and the respective representations, warranties, covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

"***Affiliate***" has the meaning set forth in Article I of the Employee Transition Agreement.

"***Agreement***" means this CNP Transitional Seconding Agreement, and any exhibits, attachments, or schedules hereto, as the same may be amended from time to time.

"***Additional Employee***" has the meaning set forth in Section 2.1(h) of the Employee Transition Agreement.

"***Board of Directors***" has the meaning set forth in the Employee Transition Agreement.

"***Company Group***" has the meaning set forth in the Preamble to this Agreement.

"***Disclosing Party***" has the meaning set forth in paragraph 8.1.

"***Effective Date***" has the meaning set forth in the Preamble to this Agreement.

"***Employee Transition Agreement***" means the Employee Transition Agreement by and among CNP, OGE and GP, dated as of the Effective Date.

"***Employment Costs***" means all costs other than Severance Costs or Termination Costs incurred or accrued by Member or related to an event that occurs during the term of this Agreement, without any mark-up or profit margin, with respect to any Seconded Employee or group of Seconded Employees, for any period, including, but not limited to those costs specifically listed in ***Exhibit B*** attached to and made a part of this Agreement.

"***Employee Transfer Date***" means the date on which a Seconded Employee's employment with Member ends and the Seconded Employee becomes an employee of the Company or a Subsidiary of the Company.

"***GP***" has the meaning set forth in the Preamble to this Agreement.

"***Master Formation Agreement***" has the meaning set forth in the Preamble to this Agreement.

"***Member***" means CNP or, where the context requires, the Subsidiary of CNP that employs the Seconded Employees.

"***Member Equity Incentive Plans***" means the equity-based incentive compensation plans sponsored by CNP.

"***OGE***" has the meaning set forth in the Preamble to this Agreement.

"***Replacement Employee***" has the meaning set forth in Section 2.1(h) of the Employee Transition Agreement.

"***Seconded Employee***" means the employees listed in ***Exhibit A*** attached to and made a part of this Agreement. *Exhibit A* may be revised and amended from time to time by the mutual agreement of the Parties.

"***Seconded Employee Cost Estimate***" has the meaning set forth in paragraph 2.7 of this Agreement

"***Secondment Termination Date***" means: (a) with respect to all Seconded Employees, the effective date of the termination of this Agreement as specified in Section 10 below; or (b) with respect to an individual Seconded Employee, (i) the date the employment of the Seconded Employee with Member is terminated, or (ii) provided that either the Company or Member gives ninety (90) days' written notice to the other Parties of its intent to end such Seconded Employee's seconding assignment to the Company Group, the effective date of termination of such Seconded Employee's seconding assignment.

"***Severance Costs***" has the meaning set forth in the Employee Transition Agreement.

"***Subsidiary***" or "***Subsidiaries***" has the meaning set forth in Article 1 of the Master Formation Agreement.

"***Termination Costs***" has the meaning set forth in the Employee Transition Agreement or liabilities covered under paragraph 6.2 of this Agreement.

"***Transferred Employee***" means each Seconded Employee who accepts the Company's or its Subsidiary's offer of employment and who becomes an employee of the Company or such Subsidiary.

"***Work Product***" has the meaning set forth in Section 9.

Capitalized terms not otherwise defined in this Section 1 or elsewhere in this Agreement shall have the meaning ascribed to such term in the Employee Transition Agreement.

2. SECONDMENT OF SECONDED EMPLOYEES TO COMPANY GROUP

2.1 Member shall second to the Company Group the Seconded Employees to conduct business on behalf of the Company Group, beginning on the Effective Date or, if later, the individual's employment date (with the dates specified for each individual in ***Exhibit A***, as amended from time to time) and continuing until the earlier of the Employee Transfer Date or the Secondment Termination Date in respect to each Seconded Employee. During the period of secondment to the Company Group, the Seconded Employee shall work full-time for the Company Group and shall be expected to perform his or her work for the Company Group in its best interest. Member has granted authority to the Company Group to exercise sufficient direction and control over the Seconded Employees assigned to the Company Group by Member as is necessary to conduct the Company Group's business, discharge any of the Company Group's fiduciary responsibilities, or comply with any legal requirements applicable to the Company Group. The Seconded Employees shall be considered agents of the Company Group and not of Member while under such direction and control. The Company Group agrees that it shall be responsible for any matters that arise in the course of performance of such work. Only Member has the right to hire and fire the Seconded Employees; *provided*, *however*, that the Company Group has the right to refuse to have any or further services performed on its behalf by a Seconded Employee, in which case the Company Group shall be responsible for reimbursement of all Severance Costs and Termination Costs incurred by Member in respect of such Seconded Employee. It is the intent of the Parties that the Seconded Employees remain Member's employees during the period of secondment. All services provided by the Seconded Employees shall be provided pursuant to this Agreement for the benefit of the Company Group.

Member will administer and/or provide the following employer services regarding the Seconded Employees: paying payroll/wages; payroll processing services; assignment of employees to the Company Group; administering and providing benefits; administering required federal, state and local employee payments or withholdings from wages, as well as required employer remittances of employment taxes to federal, state and local taxing authorities. The Seconded Employees assigned to the Company Group will be paid from Member's payroll and accounts; and, any benefits to be provided and all taxes will be paid under Member's federal, state and local tax identification numbers. Member shall obtain workers' compensation insurance for all covered Seconded Employees and shall keep such coverage in force and effect at all times for all of the covered Seconded Employees.

2.2 During the term of this Agreement, the Seconded Employees seconded to the Company Group hereunder:

(a) shall be employed by Member;

(b) shall remain subject to the terms of employment with Member as Member shall establish from time to time (including without limitation Member's code of business conduct and policies concerning confidential and proprietary information) and Member shall manage such employment relationship, including direction and control over the hiring and firing of the Seconded Employees;

(c) shall be eligible for participation in all Member benefit plans for which they would be eligible absent their secondment to the Company Group under this Agreement; and

(d) shall receive base salary and other compensation as Member shall determine consistent with past practice, subject to consultation with the Board of Directors.

2.3 The normal working hours for the Seconded Employees shall be the normal working hours of the Company Group at the Company Group site or location to which the Seconded Employees are assigned by the Company Group.

2.4 At the inception of the secondment period, Member and the Company have determined and set forth in ***Exhibit A*** each Seconded Employee's current base salary, which comprises only a portion of the total cost of a Seconded Employee. For expense planning purposes, by September 30 of each year and otherwise upon request of the Company, Member will provide a non-binding Seconded Employee cost estimate for each Seconded Employee (the "***Seconded Employee Cost Estimate***") for the next year. The sole purpose of the Seconded Employee Cost Estimate is to provide the Company with an estimated projection of future expenses for inclusion in the Company's annual budget.

2.5 Member and the Company Group shall each comply with all applicable national, state and local laws, regulations, and orders, including but not limited to national, state, and local tax, social legislation, civil rights laws and any other employment-related laws, regulations and orders affecting, directly or indirectly, the Seconded Employees and each member of the Company Group shall be responsible for all time-keeping records relating to hours worked.

2.6 Member shall have the right and responsibility to terminate the Seconded Employees, to evaluate each Seconded Employee's performance for performance management purposes, and, in consultation with the Company, to determine the amount of compensation and benefits to be provided to the Seconded Employees. In consultation with the Company, Member may hire Replacement Employees to replace terminated Seconded Employees or add Additional Employees for the Company Group's staffing or expansions or additional projects. Member will amend ***Exhibit A*** to show those Replacement Employees or Additional Employees hired and those Seconded Employee terminated. During the period of secondment to the Company Group, the Seconded Employees shall have no authority to enter into contracts or otherwise engage in any business transactions on behalf of Member. The Company will provide the Seconded Employees with (i) a suitable workplace which complies with all applicable safety and health standards, statutes, and ordinances, (ii) all necessary information, training, and safety equipment with respect to hazardous substances, and (iii) adequate instruction, assistance, direction, and time to perform the services requested of them during the period of their secondment to the Company Group.

2.7 Prior to the Employee Transfer Date, the Board of Directors or its designee shall select which, if any, of the Seconded Employees will be offered employment with the Company Group as of the Employee Transfer Date in accordance with Section 2.1(i) of the Employee Transition Agreement.

2.8 All Seconded Employees will abide by the Company Group's policies applicable to the Seconded Employees. In addition, all Seconded Employees will abide by Member's code of business conduct, its policies concerning business travel and confidential and proprietary information, and other similar Member policies applicable to the Seconded Employees. Any discipline of the Seconded Employees under any Company Group policies or practices will be handled by mutual agreement of Member and the Company.

2.9 During the term of this Agreement, Member shall add the members of the Company Group as an additional insured under its applicable insurance policies.

3. PAYMENT OF COSTS FOR SECONDED EMPLOYEE SERVICES

3.1 The Company shall be obligated to reimburse Member for all Employment Costs incurred by Member in connection with Seconded Employees, regardless of whether specifically listed in ***Exhibit B***.

3.2 With respect to the equity-related compensation awards described in Sections 3.3(a) and 3.3(b) of the Employee Transition Agreement, the Company will reimburse Member for the amount of expense recorded on Member's financial statements with respect to such awards and relating to the period following the Effective Date.

3.3 Member shall keep and maintain books and records in accordance with its standard accounting practices and procedures which books and records shall be sufficient to enable an independent auditor to verify the accuracy of the costs billed by Member to the Company under the terms of this Agreement.

3.4 Except as otherwise provided in this Section 3, Member shall invoice the Company by the fifteenth (15th) workday of each calendar month for the Employment Costs paid by Member during the prior month. Invoices shall be supported by appropriate documentation. For the protection of personal employee data, Employment Costs supporting details will be delivered only to the Company representative noted in paragraph 12.2 below.

3.5 Invoices to the Company will be payable by wire transfer or other mutually agreed upon method of payment, within thirty (30) days from the date of invoice.

3.6 If the Company has any questions or disagreement regarding the amount due under this Section 3, it shall provide Member with the nature and details of the dispute within sixty (60) days after the date of invoice, after which time the Company will be deemed to have accepted all undisputed amounts included in such invoice, subject to the Company's right to conduct an audit pursuant to Section 4. The Parties shall then negotiate in good faith, each bringing forward supporting information. Such information is subject to audit and verification by the other Party. If the Parties resolve the dispute at this level, the resolution and agreed upon action shall be documented for the Parties.

If the Parties cannot resolve the dispute, the matter shall be escalated to the management of Member and the Company for review. If the dispute cannot be resolved to the satisfaction of the Parties at this level, the issue may be presented to senior officers of Member and the Board of Directors or its designee for resolution. If the dispute involves an audit report or audit finding (which audit will be conducted and completed pursuant to, and in accordance with, Section 4), such audit will be made available to all members of the Board of Directors or its designee.

The invoice amount not in dispute must be paid according to the terms of this Section 3, and only the amount in dispute may be withheld subject to good business judgment and pending resolution of the dispute.

3.7 The Parties acknowledge that Member is a party to that certain Transition Services Agreement dated as of the Effective Date, pursuant to which Member provides certain general and administrative services on behalf of the Company Group. Notwithstanding anything in this Agreement to the contrary, Member shall not be entitled to receive payment for the same services performed both hereunder and under such Transition Services Agreement.

4. AUDITS

4.1 The Company, through its authorized representatives, upon fifteen (15) days' advance notice in writing to Member, shall have the right to conduct and complete an audit of the books and records of Member relating to the financial and operating activities (including contractors and vendors supplying materials and/or services to Member) hereunder for any calendar year, for the sole purpose of determining the accuracy of the Seconded Employee costs billed to the Company, within twelve (12) months following the end of such calendar year, utilizing a third-party independent auditor acceptable to Member, which acceptance shall not be unreasonably withheld; *provided, however*, that the Company may not exercise such right more than once every six (6) months. The complete audit report from such audits shall be made available to Member. The audit expense incurred under this Section 4 shall be borne by the Company.

4.2 The auditor shall be subject to reasonable conditions of confidentiality which shall be provided to the independent auditor by Member and which independent auditor will be required to sign prior to beginning the audit. The Company's independent auditor and Member's internal auditors shall cooperate with each other to facilitate an accurate and efficient audit.

5. DISCLAIMER BY MEMBER

There are no representations or warranties made by Member hereunder, express or implied, at law or in equity, with respect to the subject matter hereof. By way of example and not by way of limitation, Member does not warrant the quality or competence of any of the Seconded Employees or that the secondments of the Seconded Employees will permit the Company Group to achieve any specific or general results, nor does Member, except as provided in Section 6 hereof, accept any obligation or liability whatsoever for the acts, omissions and/or other performance of the Seconded Employees, and in no event shall Member be liable to the Company for special, indirect, incidental, consequential or punitive damages in respect thereof.

6. INDEMNITIES

6.1 Except as provided in paragraph 6.2, the Company shall defend, indemnify and hold harmless Member, its Subsidiaries and Affiliates (other than the Company Group), and their respective officers, directors, employees and agents, from, against and with respect to any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) which in any way arise out of, result from, or relate to (i) the acts, omissions and/or other performance of services (including without limitation any negligent or intentional acts or omissions) by the Seconded Employees during periods from and after the Effective Date, (ii) any negligent or intentional act or omission on the part of the Company or any member of the Company Group or their respective officers,

employees (including without limitation the Seconded Employees), or agents, (iii) any personal injury, death, or damage claim by, on behalf of, or related to a Seconded Employee to the extent attributable to periods of time from and after the Effective Date, (iv) the Company's or any member of the Company Group's failure to comply with all applicable laws, including applicable labor and employment laws, regulations or orders with respect to the Seconded Employees, or (v) any breach of this Agreement by the Company.

6.2 Member shall defend, indemnify and hold harmless the Company and the members of the Company Group and their respective officers, directors, employees and agents, from, against and with respect to any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) which in any way arise out of, result from, or relate to (i) any negligent or intentional act or omission on the part of Member, its officers or employees (excluding the Seconded Employees) or agents which creates any violation of applicable labor or employment laws, (ii) any personal injury, death, or damage claim by, on behalf of, or related to a Seconded Employee to the extent attributable to periods of time prior to the Effective Date, (iii) the Member's or its Subsidiaries' or Affiliates' (other than the Group Members) failure to comply with all applicable laws, including applicable labor and employment laws, regulations or orders with respect to the Seconded Employees, (iv) any claim, demand or cause of action which may be brought by any Seconded Employee or his or her heirs for personal injury to, or death of such Seconded Employee to the extent covered by Member's statutorily required workers compensation coverage or employer's liability coverage applicable to such Seconded Employee and attributable to periods of time prior to the Employee Transfer Date, or (v) any breach of this Agreement by Member.

6.3 Except as provided in paragraph 6.2, upon and after the Employee Transfer Date, the Company shall be solely responsible for (and shall defend, indemnify and hold harmless Member, its Subsidiaries and Affiliates (other than the Company Group), and their respective officers, directors, employees and agents, from, against and with respect to) any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) arising from or related to events occurring on or after the Employee Transfer Date and that are related to the Seconded Employees who become employees of the Company Group.

6.4 The Company and Member agree (i) to notify each other in writing of any asserted claim for indemnification pursuant to this Section 6 within thirty (30) days of either discovery of the occurrence upon which the claim may be based or learning of such claim, whichever occurs first, and (ii) to permit Member or the Company, as the case may be, to defend the claim at the option of the Party against whom the claim is asserted, with counsel acceptable to such Party, which

consent will not be unreasonably refused. Except with respect to workers compensation and employer's liability claims, no Party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the Party against whom the claim is asserted, which approval will not be unreasonably withheld.

6.5 In the event that a Party is obligated to indemnify and hold another Party harmless under this Article 6, the amount owing to the indemnified Party will be reduced by the amount of any insurance claims made or proceeds received by such indemnified Party under the policies described in Section 2.9.

6.6 THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

7. FORCE MAJEURE

No Party shall be liable to the other Party hereto for its failure or delay in performing its obligations hereunder (other than its obligations to pay money) due to Force Majeure. "***Force Majeure***" means any labor dispute, including but not limited to strikes, work stoppages, or slowdowns, (whether or not beyond the reasonable control of the affected Party) and other circumstances reasonably beyond the control of the affected Party, including, without limitation, acts of God, fire, flood, war, terrorism, accident, explosion, breakdowns or embargoes or other import or export restrictions, shortage of or inability to obtain energy, equipment, transportation, products or good faith compliance with applicable law or any request (whether ultimately valid or invalid) made by any governmental authority.

8. CONFIDENTIALITY

8.1 Member and the Company each acknowledge that during the term of this Agreement, the Seconded Employees may receive, or otherwise acquire, information that the Party disclosing such information (the "***Disclosing Party***") considers proprietary and confidential, or which the Disclosing Party is obligated to keep in confidence pursuant to an agreement with a third party. Except as otherwise provided to the contrary in any general confidentiality agreements between Member and the Company, Member agrees to instruct the Seconded Employees to maintain any and all such proprietary and confidential information transmitted to them as a result of the performance of services for the Company by the Seconded Employees or being present on the Disclosing Party's premises, in strict confidence. All business and technical information received, developed, observed, or otherwise acquired by the Seconded Employees, as a result of performing services for the Company, or being present at the Disclosing Party's

premises, is presumed to be confidential. The obligations of confidence described in this paragraph 8.1 shall not apply to any information that (i) is known to the Seconded Employees prior to the Seconded Employees' acquiring such information, (ii) is or becomes known to the public through no fault of the Seconded Employees, (iii) the Seconded Employees are legally required by statute, subpoena, or other valid court order, to disclose by a governmental agency or court having competent jurisdiction (provided that the Seconded Employee has given the Company written notice and the opportunities to contest such requirement).

8.2 Member and the Company will give the Seconded Employees an Employment Status and Information Non-Disclosure Notice substantially in the form of ***Exhibit C*** attached to and made a part of this Agreement.

9. WORK PRODUCT OWNERSHIP

Except as otherwise provided to the contrary in any license or other similar agreements between Member and the Company, all rights of ownership applicable to any data, documents, information, inventions, and information-bearing media, generated, observed, or discovered by the Seconded Employees, during the performance of services for the Company under this Agreement (the "***Work Product***"), shall belong solely to the Company, either by operation of the "work for hire" doctrine, to the extent it is applicable, or by assignment from Member. In this regard, Member hereby assigns to the Company, its nominee, successor or assign, all rights, title and interest in and to such inventions, discoveries, improvements, developments and other creative work, including both the United States and foreign rights that were conceived, discovered and/or made by a Seconded Employee solely or jointly with others while performing services for the Company or Company Group relating to or connected with the business of the Company or its Subsidiaries. Member shall also execute, upon request by the Company, its nominee, successor, or assign any papers necessary or desirable to register a copyright, or apply for and obtain a letter of patent from the United States or foreign countries, to maintain, enforce or defend any such copyrights or patents or other legal protection available to protect such inventions, discoveries, improvements, developments and all other creative work, and to vest complete title to such patents, copyrights and other legal protection in the Company, its nominee, successor, or assign, including without limitation any papers relating to inferences, oppositions, conflicts, re-issues, divisions, continuation-in-parts, or litigation relating to any such inventions, discoveries, improvements, developments, and all other creative work. Member shall retain no proprietary interest in such Work Product, or any patents, copyrights, trade secrets or other intellectual property based on such Work Product. Under no circumstances shall such Work Product be conveyed, disclosed, released or exploited for the benefit of Member, its employees, or any third party without the prior written consent of the Company.

10. TERM AND TERMINATION

10.1 The term of this Agreement shall begin on the Effective Date and end on the last Employee Transfer Date of any Seconded Employee covered by this Agreement, unless sooner terminated by either Party pursuant to paragraph 10.2.

10.2 The Company may terminate this Agreement upon ninety (90) days' written notice to CNP. Either Party may terminate this Agreement immediately upon notice to the other in the event that: (i) the Parties mutually agree to do so; (ii) the other Party materially breaches the Agreement and fails to cure such material breach within ninety (90) days following written notice of such breach; or (iii) the other Party becomes insolvent.

10.3 If this Agreement is terminated, the Parties agree to promptly negotiate in good faith to determine the amount of Employment Costs for which Member has not received reimbursement. Any amount owing to Member shall be paid within fourteen (14) days of the reconciliation of the Employment Costs as described above, or within thirty (30) days of the effective date of the termination, whichever is later.

11. RELATIONSHIP OF THE PARTIES

11.1 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or any other relationship between the parties or otherwise alter the independent contractor relationship of the parties, except as expressly set forth in this Agreement. No prior course of dealing between Member and the Company shall be of any affect to modify in any respect either Party's status under this Agreement as an independent contractor.

11.2 For the period beginning on the Effective Date and ending on the date that is two years after the Effective Date, CNP and its Affiliates shall not, in any manner directly or indirectly or by assisting another person, unless acting in accordance with the Company's prior written consent, solicit for employment or other similar relationship, or hire, any Transferred Employee, other than such employee who (i) independently responded to a general solicitation for employment not directed at such employee or (ii) is a bona fide referral to CNP or its Subsidiary or Affiliates by a professional search firm.

12. MISCELLANEOUS

12.1 Neither Party may assign or otherwise transfer its rights or delegate or otherwise transfer its obligations hereunder without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation hereof shall be void.

12.2 Any notice or request specifically provided for or permitted to be given under this Agreement must be in writing and may be delivered by hand delivery, mail, courier service or facsimile, and shall be deemed effective as of the time of actual delivery thereof to the addressee (except that any notice by facsimile received after the close of business of the recipient shall be deemed received the next business day). For purposes of notice, the address of the parties shall be as follows:

If to Member, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana St.
Houston, TX 77002
Attention: Chief Financial Officer
Fax: (713) 207-9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana St.
Houston, Texas 77002
Attention: J. David Kirkland
Gerald M. Spedale
Fax: (713) 229-1522

If to the Company, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana St.
Houston, TX 77002
Attention: Chief Financial Officer
Fax: (713) 207-9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana St.
Houston, Texas 77002
Attention: J. David Kirkland
Gerald M. Spedale
Fax: (713) 229-1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: (405) 553-3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: (832) 239-3600

Each Party named above may change its address and that of its representative for notice by giving of notice thereof in the manner hereinabove provided.

12.3 Seconded Employees are at-will employees. Nothing in this Agreement shall be construed as an employment contract or as creating any contractual obligation enforceable by any individual Seconded Employee against any of Member, the Company, a member of the Company Group or any Affiliate of them, or prevent Member or the Company from making decisions regarding the continued employment of any individual by Member or the Company during or after that Seconded Employee's period of secondment to the Company under this Agreement.

12.4 No change in, modification of, addition to or waiver of any of the terms and conditions of this Agreement shall be effected by the acknowledgment or acceptance of requests containing additional or different terms and conditions. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the Party against whom asserted and no waiver made shall bind either Party to a waiver of any succeeding breach of the same or any other provisions hereof.

12.5 The provisions of Section 10.2 (Governing Law; Jurisdiction; Waiver of Jury Trial) of the Master Formation Agreement shall apply to this Agreement as if fully set forth herein and shall survive any termination or expiry of such agreement.

12.6 The headings and captions to the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect or be deemed to affect the construction of this Agreement.

12.7 If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement. To the extent reasonably possible, the parties agree to promptly negotiate in good faith to cure any invalid provision consistent with the intent and spirit of this Agreement.

12.8 In the event of termination or expiry of this Agreement pursuant to paragraphs 10.1 or 10.2, Section 3 (Payment of Costs for Seconded Employees Services), Section 6 (Indemnities), Section 8 (Confidentiality), and Section 9 (Work Product Ownership) shall survive.

12.9 This Agreement may be executed in multiple counterparts which shall be deemed an original and all of which shall constitute one instrument.

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

CENTERPOINT ENERGY FIELD SERVICES LP
By: CNP OGE GP LLC,
Its General Partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

CENTERPOINT ENERGY, INC.

By: /s/ Gary L. Whitlock
Name: Gary L. Whitlock
Title: Executive Vice President and Chief Financial Officer

EXHIBIT B

EMPLOYMENT COSTS

Pursuant to paragraph 3.1 of the Agreement, the Employment Costs to be reimbursed by the Company to Member shall include, but not be limited to, the following specified costs for each Seconded Employee:

- Compensation
  - Base salary or wages
  - Overtime, shift premium, and other similar payments
  - All short and long-term incentive compensation, such as performance awards, incentive awards or sales commissions
- Cost of Living Allowance (COLA)
- Reimbursement of business expenses, including travel and entertainment, incurred in carrying out work under the direction of the Company.
- Member’s share of federal, state and local taxes incurred with respect to each Seconded Employee.
- Member’s share of all employee retirement, welfare and fringe benefits costs, including but not limited to:
  - Medical
  - Dental
  - Prescription drugs
  - Vision
  - Pension and non-qualified excess plans (SERPs)
  - Post-retirement benefits affecting secondment period
  - Employer matching and other contributions to savings plan programs such as 401(k) plans, non-qualified excess benefits plans (SERPs) and deferred compensation plans
  - Group travel insurance
  - Group life insurance
  - Long term disability insurance
  - Long term care
  - Employee assistance plan
  - Educational reimbursement expense
- Any and all Seconded Employee relocation costs, both at the commencement and conclusion of assignment, including but not limited to:

- House Hunting Trip
- Travel, including the final move
- Loss on Home Sale
- Any Home Sale Bonus
- Guarantee House Purchase
- Any Lump Sum Payments
- Temporary Living Expenses
- Move Day Expenses
- Household goods movement and storage Costs
- Goods Shipment Cost to/from Member to the Company
- Home Sales Assistance
- Duplicate Housing Expenses
- All Cancellation Expenses
- Home Buying Expenses
- Rental/Leasing Assistance
- High Cost Assistance
- Career Assistance for Spouses
- Miscellaneous Relocation Moving Costs Allowance

- All direct costs of any claim, demand or cause of action which may be brought by any Seconded Employee or his or her heirs for personal injury to, or death of such Seconded Employee during the term of this Agreement, or for any employment-related claims that relate to conduct during the term of this Agreement, including, but not limited to, costs under Member's workers compensation insurance coverage and which are (i) attributable to personal injury or death of such Seconded Employee during the term of this Agreement and (ii) are a direct obligation of Member or are subject to reimbursement by Member to any third party claim administrator or insurer, including third party claim administrator claim management costs and other costs incurred in the management and defense of any such claim, demand, or cause of action. Costs, however, do not include costs which are fully insured and which are not a direct obligation of Member or subject to reimbursement by Member.
- All other direct costs relating to the continuing employer-employee relationship, such as workers' compensation and unemployment compensation premiums, payments to employees or claims cost and any taxes imposed on Member by any governmental authority on account of the Seconded Employee.

EXHIBIT C

Employment Status and Information Non-Disclosure Notice

As you know, CenterPoint Energy, Inc. ("***CNP***"), OGE Energy Corp., an Oklahoma corporation ("***OGE***"), and affiliates of Arclight Capital Partners, LLC, entered into an agreement that resulted in the formation of CenterPoint Energy Field Services LP (the "***Company***"). In connection with the agreement, CNP and OGE agreed to assign some of their employees and the employees of their respective affiliated companies ("***Assigned Employees***") to the Company for the purpose of assisting the Company in its operations and allowing the Company adequate time to develop, among other things, compensation and benefits for its own employees. This assignment is expected to end not later than December 31, 2014, subject to extension by agreement of CNP and OGE.

Because you are among those Assigned Employees whom CNP and OGE have provided to the Company to assist the Company during this transition period, it is important that you read this Employment Status and Information Non-Disclosure Notice (this "***Notice***"). For purposes of simplicity, your current employer, whether it is CNP, OGE or one of their affiliated companies, will be referred to in this Notice as your "***Member Company***."

1. Employment Status.

In its agreement with CNP and OGE, the Company agreed to give notice to the Assigned Employees concerning various aspects of their employment during the temporary period in which they are assigned by their Member Company to provide services for the Company. Accordingly, please take notice of the following facts concerning your assignment:

- Your Member Company may assign you to provide services to the Company. While providing such services to the Company, you will remain an employee of your Member Company. However, you will be given assignments by the Company and be subject to the instruction of the Company as to certain aspects of the details, means, and methods of performing such assignments.
- While assigned by your Member Company to provide services to the Company, you must comply with all the Company rules, policies, and related orders and/or requests including without limitation those relating to alcohol, drugs, safety, security, smoking, controlled substances, and weapons.
- While assigned to the Company, you will remain on the payroll of your Member Company, and you will be covered by Workers' Compensation insurance maintained by your Member Company for the benefit of your Member Company and the Company. The responsibility, if any, of the Company for injuries or death will be limited to benefits available from your Member Company under applicable workers' compensation laws.
- While you are assigned to provide services to the Company, you will participate in the benefits plans, programs, and policies of your Member Company, to the extent that you are eligible, and you will not be eligible to participate in or be eligible for any benefits or rights under the Company's benefit plans, programs, or policies, if any.

2. Information Non-Disclosure.

The agreements between the Company and CNP and OGE require that you be given notice of your obligations concerning the nondisclosure of certain information. From time to time, you may have access to the Company's confidential information, including information previously acquired by (i) CNP or its affiliated companies with respect to the CNP businesses and operations and research, development, and demonstration activities related primarily thereto and (ii) OGE or its affiliated companies with respect to the OGE businesses and operations and research, development, and demonstration activities related primarily thereto. You will keep confidential and refrain from disclosing such confidential information, without the Company's prior written permission, to any party other than the Company's employees, officers and representatives, or use such confidential information in a manner inconsistent with your assignments.

Your obligations of non-disclosure and non-use contained herein, however, do not apply to: (i) information which at the time of disclosure is, or subsequently becomes, published or generally known from a source other than you; (ii) information that you can demonstrate was in your possession prior to the date of your assignment to the Company other than through your employment with your Member Company or any companies affiliated with your Member Company, and which was not acquired, directly or indirectly, from the Company, your Member Company, or any companies affiliated with your Member Company; or (iii) information that you can demonstrate was lawfully received by you from a third party after the time of disclosure hereunder and which third party did not require you to hold in confidence.

Information that is specific to a Company process or job assignment is not deemed to be in the public knowledge or literature or in your possession merely because it is embraced in general disclosures in the public knowledge or literature.

Confidential information includes business, technical, or financial information and other work product that is developed by you during your employment with your Member Company or its affiliated companies, and that the ownership and rights to use such information are governed by the contractual relationships between CNP and the Company and OGE and the Company.

3. At-Will Employment Status.

Your Member Company and the Company are at-will employers. As such, your employment with your Member Company is on an employment-at-will basis, and future employment, if any, with the Company, will be on an employment-at-will basis, which may be terminated by your employer at any time, and the Company may at any time discontinue your assignment to provide it services. Neither your status as an Assigned Employee nor this Notice is a contract of employment, nor does either alter your employment-at-will status with your Member Company.

Exhibit 10.11

EXECUTION VERSION

OGE TRANSITIONAL SECONDING AGREEMENT

THIS OGE TRANSITIONAL SECONDING AGREEMENT is made and is effective as of May 1, 2013 (the "***Effective Date***"), by and between OGE Energy Corp, an Oklahoma corporation ("***OGE***"), and CenterPoint Energy Field Services LP, a Delaware limited partnership (the "***Company***"). OGE and the Company may sometimes be referred to in this Agreement individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, pursuant to that certain Master Formation Agreement, dated as of March 14, 2013 ("***Master Formation Agreement***"), by and among OGE, CenterPoint Energy Inc., a Texas corporation ("***CNP***") Bronco Midstream Holdings, LLC, a Delaware limited liability company ("***Bronco I***"), and Bronco Midstream Holdings II, LLC, a Delaware limited liability company (together with Bronco I, the "***Bronco Group***"), OGE, CNP and the Bronco Group have agreed through a series of transactions to contribute to the Company all of their respective ownership interests in Enogex (as defined in the Employee Transition Agreement) by OGE and the Bronco Group and in the CNP Midstream Entities (as defined in the Employee Transition Agreement) by CNP, and CNP OGE GP LLC, a Delaware limited liability company ("***GP***"), shall be the general partner of LP;

WHEREAS, pursuant to the Master Formation Agreement, OGE and CNP have agreed to second certain employees to the Company and its Subsidiaries ("***Company Group***") to exclusively perform certain services for the Company Group until the Company Group has its own employees;

WHEREAS, OGE and the Company desire to set forth their agreements with respect to the employees seconded by OGE in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the premises set forth above and the respective representations, warranties, covenants, agreements and conditions contained in this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

"***Affiliate***" has the meaning set forth in Article I of the Employee Transition Agreement.

"***Agreement***" means this OGE Transitional Seconding Agreement, and any exhibits, attachments, or schedules hereto, as the same may be amended from time to time.

"***Additional Employee***" has the meaning set forth in Section 2.1(h) of the Employee Transition Agreement.

"***Board of Directors***" has the meaning set forth in the Employee Transition Agreement.

"***Company Group***" has the meaning set forth in the Preamble to this Agreement.

"***Disclosing Party***" has the meaning set forth in paragraph 8.1.

"***Effective Date***" has the meaning set forth in the Preamble to this Agreement.

"***Employee Transition Agreement***" means the Employee Transition Agreement by and among OGE, CNP and GP, dated as of the Effective Date.

"***Employment Costs***" means all costs other than Severance Costs or Termination Costs incurred or accrued by Member or related to an event that occurs during the term of this Agreement, without any mark-up or profit margin, with respect to any Seconded Employee or group of Seconded Employees, for any period, including, but not limited to those costs specifically listed in ***Exhibit B*** attached to and made a part of this Agreement.

"***Employee Transfer Date***" means the date on which a Seconded Employee's employment with Member ends and the Seconded Employee becomes an employee of the Company or a Subsidiary of the Company.

"***GP***" has the meaning set forth in the Preamble to this Agreement.

"***Master Formation Agreement***" has the meaning set forth in the Preamble to this Agreement.

"***Member***" means OGE or, where the context requires, the Subsidiary of OGE that employs the Seconded Employees.

"***Member Equity Incentive Plans***" means the equity-based incentive compensation plans sponsored by OGE.

"***OGE***" has the meaning set forth in the Preamble to this Agreement.

"***Replacement Employee***" has the meaning set forth in Section 2.1(h) of the Employee Transition Agreement.

"***Seconded Employee***" means the employees listed in ***Exhibit A*** attached to and made a part of this Agreement. *Exhibit A* may be revised and amended from time to time by the mutual agreement of the Parties.

"***Seconded Employee Cost Estimate***" has the meaning set forth in paragraph 2.7 of this Agreement

"***Secondment Termination Date***" means: (a) with respect to all Seconded Employees, the effective date of the termination of this Agreement as specified in Section 10 below; or (b) with respect to an individual Seconded Employee, (i) the date the employment of the Seconded Employee with Member is terminated, or (ii) provided that either the Company or Member gives ninety (90) days' written notice to the other Parties of its intent to end such Seconded Employee's seconding assignment to the Company Group, the effective date of termination of such Seconded Employee's seconding assignment.

"***Severance Costs***" has the meaning set forth in the Employee Transition Agreement.

"***Subsidiary***" or "***Subsidiaries***" has the meaning set forth in Article I of the Master Formation Agreement.

"***Termination Costs***" has the meaning set forth in the Employee Transition Agreement or liabilities covered under paragraph 6.2 of this Agreement.

"***Transferred Employee***" means each Seconded Employee who accepts the Company's or its Subsidiary's offer of employment and who becomes an employee of the Company or such Subsidiary.

"***Work Product***" has the meaning set forth in Section 9.

Capitalized terms not otherwise defined in this Section 1 or elsewhere in this Agreement shall have the meaning ascribed to such term in the Employee Transition Agreement.

2. SECONDMENT OF SECONDED EMPLOYEES TO COMPANY GROUP

2.1 Member shall second to the Company Group the Seconded Employees to conduct business on behalf of the Company Group, beginning on the Effective Date or, if later, the individual's employment date (with the dates specified for each individual in ***Exhibit A,*** as amended from time to time) and continuing until the earlier of the Employee Transfer Date or the Secondment Termination Date in respect to each Seconded Employee. During the period of secondment to the Company Group, the Seconded Employee shall work full-time for the Company Group and shall be expected to perform his or her work for the Company Group in its best interest. Member has granted authority to the Company Group to exercise sufficient direction and control over the Seconded Employees assigned to the Company Group by Member as is necessary to conduct the Company Group's business, discharge any of the Company Group's fiduciary responsibilities, or comply with any legal requirements applicable to the Company Group. The Seconded Employees shall be considered agents of the Company Group and not of Member while under such direction and control. The Company Group agrees that it shall be responsible for any matters that arise in the course of performance of such work. Only Member has the right to hire and fire the Seconded Employees; provided, however, that the Company Group has the right to refuse to have any or further services performed on its behalf by a Seconded Employee, in which case the Company Group shall be responsible for reimbursement of all Severance Costs and Termination Costs incurred by Member in respect of such Seconded Employee. It is the intent of the Parties that the Seconded Employees remain Member's employees during the period of secondment. All services provided by the Seconded Employees shall be provided pursuant to this Agreement for the benefit of the Company Group.

Member will administer and/or provide the following employer services regarding the Seconded Employees: paying payroll/wages; payroll processing services; assignment of employees to the Company Group; administering and providing benefits; administering required federal, state and local employee payments or withholdings from wages, as well as required employer remittances of employment taxes to federal, state and local taxing authorities. The Seconded Employees assigned to the Company Group will be paid from Member's payroll and accounts; and, any benefits to be provided and all taxes will be paid under Member's federal, state and local tax identification numbers. Member shall obtain workers' compensation insurance for all covered Seconded Employees and shall keep such coverage in force and effect at all times for all of the covered Seconded Employees.

2.2 During the term of this Agreement, the Seconded Employees seconded to the Company Group hereunder:

(a) shall be employed by Member;

(b) shall remain subject to the terms of employment with Member as Member shall establish from time to time (including without limitation Member's code of business conduct and policies concerning confidential and proprietary information) and Member shall manage such employment relationship, including direction and control over the hiring and firing of the Seconded Employees;

(c) shall be eligible for participation in all Member benefit plans for which they would be eligible absent their secondment to the Company Group under this Agreement; and

(d) shall receive base salary and other compensation as Member shall determine consistent with past practice, subject to consultation with the Board of Directors.

2.3 The normal working hours for the Seconded Employees shall be the normal working hours of the Company Group at the Company Group site or location to which the Seconded Employees are assigned by the Company Group.

2.4 At the inception of the secondment period, Member and the Company have determined and set forth in ***Exhibit A*** each Seconded Employee's current base salary, which comprises only a portion of the total cost of a Seconded Employee. For expense planning purposes, by September 30 of each year and otherwise upon request of the Company, Member will provide a non-binding Seconded Employee cost estimate for each Seconded Employee (the "***Seconded Employee Cost Estimate***") for the next year. The sole purpose of the Seconded Employee Cost Estimate is to provide the Company with an estimated projection of future expenses for inclusion in the Company's annual budget.

2.5 Member and the Company Group shall each comply with all applicable national, state and local laws, regulations, and orders, including but not limited to national, state, and local tax, social legislation, civil rights laws and any other employment-related laws, regulations and orders affecting, directly or indirectly, the Seconded Employees and each member of the Company Group shall be responsible for all time-keeping records relating to hours worked.

2.6 Member shall have the right and responsibility to terminate the Seconded Employees, to evaluate each Seconded Employee's performance for performance management purposes, and, in consultation with the Company, to determine the amount of compensation and benefits to be provided to the Seconded Employees. In consultation with the Company, Member may hire Replacement Employees to replace terminated Seconded Employees or add Additional Employees for the Company Group's staffing or expansions or additional projects. Member will amend ***Exhibit A*** to show those Replacement Employees or Additional Employees hired and those Seconded Employee terminated. During the period of secondment to the Company Group, the Seconded Employees shall have no authority to enter into contracts or otherwise engage in any business transactions on behalf of Member. The Company will provide the Seconded Employees with (i) a suitable workplace which complies with all applicable safety and health standards, statutes, and ordinances, (ii) all necessary information, training, and safety equipment with respect to hazardous substances, and (iii) adequate instruction, assistance, direction, and time to perform the services requested of them during the period of their secondment to the Company Group.

2.7 Prior to the Employee Transfer Date, the Board of Directors or its designee shall select which, if any, of the Seconded Employees will be offered employment with the Company Group as of the Employee Transfer Date in accordance with Section 2.1(i) of the Employee Transition Agreement.

2.8 All Seconded Employees will abide by the Company Group's policies applicable to the Seconded Employees. In addition, all Seconded Employees will abide by Member's code of business conduct, its policies concerning business travel and confidential and proprietary information, and other similar Member policies applicable to the Seconded Employees. Any discipline of the Seconded Employees under any Company Group policies or practices will be handled by mutual agreement of Member and the Company.

2.9 During the term of this Agreement, Member shall add the members of the Company Group as an additional insured under its applicable insurance policies.

3. PAYMENT OF COSTS FOR SECONDED EMPLOYEE SERVICES

3.1 The Company shall be obligated to reimburse Member for all Employment Costs incurred by Member in connection with Seconded Employees, regardless of whether specifically listed in ***Exhibit B.***

3.2 With respect to the equity-related compensation awards described in Sections 3.3(a) and 3.3(b) of the Employee Transition Agreement, the Company will reimburse Member for the amount of expense recorded on Member's financial statements with respect to such awards and relating to the period following the Effective Date.

3.3 Member shall keep and maintain books and records in accordance with its standard accounting practices and procedures which books and records shall be sufficient to enable an independent auditor to verify the accuracy of the costs billed by Member to the Company under the terms of this Agreement.

3.4 Except as otherwise provided in this Section 3, Member shall invoice the Company by the fifteenth (15th) workday of each calendar month for the Employment Costs paid by Member during the prior month. Invoices shall be supported by appropriate documentation. For the protection of personal employee data, Employment Costs supporting details will be delivered only to the Company representative noted in paragraph 12.2 below.

3.5 Invoices to the Company will be payable by wire transfer or other mutually agreed upon method of payment, within thirty (30) days from the date of invoice.

3.6 If the Company has any questions or disagreement regarding the amount due under this Section 3, it shall provide Member with the nature and details of the dispute within sixty (60) days after the date of invoice, after which time the Company will be deemed to have accepted all undisputed amounts included in such invoice, subject to the Company's right to conduct an audit pursuant to Section 4. The Parties shall then negotiate in good faith, each bringing forward supporting information. Such information is subject to audit and verification by the other Party. If the Parties resolve the dispute at this level, the resolution and agreed upon action shall be documented for the Parties.

If the Parties cannot resolve the dispute, the matter shall be escalated to the management of Member and the Company for review. If the dispute cannot be resolved to the satisfaction of the Parties at this level, the issue may be presented to senior officers of Member and the Board of Directors or its designee for resolution. If the dispute involves an audit report or audit finding (which audit will be conducted and completed pursuant to, and in accordance with, Section 4), such audit will be made available to all members of the Board of Directors or its designee.

The invoice amount not in dispute must be paid according to the terms of this Section 3, and only the amount in dispute may be withheld subject to good business judgment and pending resolution of the dispute.

3.7 The Parties acknowledge that Member is a party to that certain Transition Services Agreement dated as of the Effective Date, pursuant to which Member provides certain general and administrative services on behalf of the Company Group. Notwithstanding anything in this Agreement to the contrary, Member shall not be entitled to receive payment for the same services performed both hereunder and under such Transition Services Agreement.

4. AUDITS

4.1 The Company, through its authorized representatives, upon fifteen (15) days' advance notice in writing to Member, shall have the right to conduct and complete an audit of the books and records of Member relating to the financial and operating activities (including contractors and vendors supplying materials and/or services to Member) hereunder for any calendar year, for the sole purpose of determining the accuracy of the Seconded Employee costs billed to the Company, within twelve (12) months following the end of such calendar year, utilizing a third-party independent auditor acceptable to Member, which acceptance shall not be unreasonably withheld; *provided, however,* that the Company may not exercise such right more than once every six (6) months. The complete audit report from such audits shall be made available to Member. The audit expense incurred under this Section 4 shall be borne by the Company.

4.2 The auditor shall be subject to reasonable conditions of confidentiality which shall be provided to the independent auditor by Member and which independent auditor will be required to sign prior to beginning the audit. The Company's independent auditor and Member's internal auditors shall cooperate with each other to facilitate an accurate and efficient audit.

5. DISCLAIMER BY MEMBER

There are no representations or warranties made by Member hereunder, express or implied, at law or in equity, with respect to the subject matter hereof. By way of example and not by way of limitation, Member does not warrant the quality or competence of any of the Seconded Employees or that the secondments of the Seconded Employees will permit the Company Group to achieve any specific or general results, nor does Member, except as provided in Section 6 hereof, accept any obligation or liability whatsoever for the acts, omissions and/or other performance of the Seconded Employees, and in no event shall Member be liable to the Company for special, indirect, incidental, consequential or punitive damages in respect thereof.

6. INDEMNITIES

6.1 Except as provided in paragraph 6.2, the Company shall defend, indemnify and hold harmless Member, its Subsidiaries and Affiliates (other than the Company Group), and their respective officers, directors, employees and agents, from, against and with respect to any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) which in any way arise out of, result from, or relate to (i) the acts, omissions and/or other performance of services (including without limitation any negligent or intentional acts or omissions) by the Seconded Employees during periods from and after the Effective Date, (ii) any negligent or intentional act or omission on the part of the Company or any member of the Company Group or their respective officers,

employees (including without limitation the Seconded Employees), or agents, (iii) any personal injury, death, or damage claim by, on behalf of, or related to a Seconded Employee to the extent attributable to periods of time from and after the Effective Date, (iv) the Company's or any member of the Company Group's failure to comply with all applicable laws, including applicable labor and employment laws, regulations or orders with respect to the Seconded Employees, or (v) any breach of this Agreement by the Company.

6.2 Member shall defend, indemnify and hold harmless the Company and the members of the Company Group and their respective officers, directors, employees and agents, from, against and with respect to any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) which in any way arise out of, result from, or relate to (i) any negligent or intentional act or omission on the part of Member, its officers or employees (excluding the Seconded Employees) or agents which creates any violation of applicable labor or employment laws, (ii) any personal injury, death, or damage claim by, on behalf of, or related to a Seconded Employee to the extent attributable to periods of time prior to the Effective Date, (iii) the Member's or its Subsidiaries' or Affiliates' (other than the Group Members) failure to comply with all applicable laws, including applicable labor and employment laws, regulations or orders with respect to the Seconded Employees, (iv) any claim, demand or cause of action which may be brought by any Seconded Employee or his or her heirs for personal injury to, or death of such Seconded Employee to the extent covered by Member's statutorily required workers compensation coverage or employer's liability coverage applicable to such Seconded Employee and attributable to periods of time prior to the Employee Transfer Date, or (v) any breach of this Agreement by Member.

6.3 Except as provided in paragraph 6.2, upon and after the Employee Transfer Date, the Company shall be solely responsible for (and shall defend, indemnify and hold harmless Member, its Subsidiaries and Affiliates (other than the Company Group), and their respective officers, directors, employees and agents, from, against and with respect to) any and all costs, lawsuits, proceedings, demands, assessments, penalties, fines, administrative orders, claims, losses, expenses, liabilities, obligations, and damages (including without limitation reasonable attorneys fees, costs and expenses incidental thereto) arising from or related to events occurring on or after the Employee Transfer Date and that are related to the Seconded Employees who become employees of the Company Group.

6.4 The Company and Member agree (i) to notify each other in writing of any asserted claim for indemnification pursuant to this Section 6 within thirty (30) days of either discovery of the occurrence upon which the claim may be based or learning of such claim, whichever occurs first, and (ii) to permit Member or the Company, as the case may be, to defend the claim at the option of the Party against whom the claim is asserted, with counsel acceptable to such Party, which

consent will not be unreasonably refused. Except with respect to workers compensation and employer's liability claims, no Party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the Party against whom the claim is asserted, which approval will not be unreasonably withheld.

6.5 In the event that a Party is obligated to indemnify and hold another Party harmless under this Article 6, the amount owing to the indemnified Party will be reduced by the amount of any insurance claims made or proceeds received by such indemnified Party under the policies described in Section 2.9.

6.6 THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF THE INDEMNIFIED PARTIES.

7. FORCE MAJEURE

No Party shall be liable to the other Party hereto for its failure or delay in performing its obligations hereunder (other than its obligations to pay money) due to Force Majeure. "***Force Majeure***" means any labor dispute, including but not limited to strikes, work stoppages, or slowdowns, (whether or not beyond the reasonable control of the affected Party) and other circumstances reasonably beyond the control of the affected Party, including, without limitation, acts of God, fire, flood, war, terrorism, accident, explosion, breakdowns or embargoes or other import or export restrictions, shortage of or inability to obtain energy, equipment, transportation, products or good faith compliance with applicable law or any request (whether ultimately valid or invalid) made by any governmental authority.

8. CONFIDENTIALITY

8.1 Member and the Company each acknowledge that during the term of this Agreement, the Seconded Employees may receive, or otherwise acquire, information that the Party disclosing such information (the "***Disclosing Party***") considers proprietary and confidential, or which the Disclosing Party is obligated to keep in confidence pursuant to an agreement with a third party. Except as otherwise provided to the contrary in any general confidentiality agreements between Member and the Company, Member agrees to instruct the Seconded Employees to maintain any and all such proprietary and confidential information transmitted to them as a result of the performance of services for the Company by the Seconded Employees or being present on the Disclosing Party's premises, in strict confidence. All business and technical information received, developed, observed, or otherwise acquired by the Seconded Employees, as a result of performing services for the Company, or being present at the Disclosing Party's

premises, is presumed to be confidential. The obligations of confidence described in this paragraph 8.1 shall not apply to any information that (i) is known to the Seconded Employees prior to the Seconded Employees' acquiring such information, (ii) is or becomes known to the public through no fault of the Seconded Employees, (iii) the Seconded Employees are legally required by statute, subpoena, or other valid court order, to disclose by a governmental agency or court having competent jurisdiction (provided that the Seconded Employee has given the Company written notice and the opportunities to contest such requirement).

8.2 Member and the Company will give the Seconded Employees an Employment Status and Information Non-Disclosure Notice substantially in the form of ***Exhibit C*** attached to and made a part of this Agreement.

9. WORK PRODUCT OWNERSHIP

Except as otherwise provided to the contrary in any license or other similar agreements between Member and the Company, all rights of ownership applicable to any data, documents, information, inventions, and information-bearing media, generated, observed, or discovered by the Seconded Employees, during the performance of services for the Company under this Agreement (the "***Work Product***"), shall belong solely to the Company, either by operation of the "work for hire" doctrine, to the extent it is applicable, or by assignment from Member. In this regard, Member hereby assigns to the Company, its nominee, successor or assign, all rights, title and interest in and to such inventions, discoveries, improvements, developments and other creative work, including both the United States and foreign rights that were conceived, discovered and/or made by a Seconded Employee solely or jointly with others while performing services for the Company or Company Group relating to or connected with the business of the Company or its Subsidiaries. Member shall also execute, upon request by the Company, its nominee, successor, or assign any papers necessary or desirable to register a copyright, or apply for and obtain a letter of patent from the United States or foreign countries, to maintain, enforce or defend any such copyrights or patents or other legal protection available to protect such inventions, discoveries, improvements, developments and all other creative work, and to vest complete title to such patents, copyrights and other legal protection in the Company, its nominee, successor, or assign, including without limitation any papers relating to inferences, oppositions, conflicts, re-issues, divisions, continuation-in-parts, or litigation relating to any such inventions, discoveries, improvements, developments, and all other creative work. Member shall retain no proprietary interest in such Work Product, or any patents, copyrights, trade secrets or other intellectual property based on such Work Product. Under no circumstances shall such Work Product be conveyed, disclosed, released or exploited for the benefit of Member, its employees, or any third party without the prior written consent of the Company.

10. TERM AND TERMINATION

10.1 The term of this Agreement shall begin on the Effective Date and end on the last Employee Transfer Date of any Seconded Employee covered by this Agreement, unless sooner terminated by either Party pursuant to paragraph 10.2.

10.2 The Company may terminate this Agreement upon ninety (90) days' written notice to OGE. Either Party may terminate this Agreement immediately upon notice to the other in the event that: (i) the Parties mutually agree to do so; (ii) the other Party materially breaches the Agreement and fails to cure such material breach within ninety (90) days following written notice of such breach; or (iii) the other Party becomes insolvent.

10.3 If this Agreement is terminated, the Parties agree to promptly negotiate in good faith to determine the amount of Employment Costs for which Member has not received reimbursement. Any amount owing to Member shall be paid within fourteen (14) days of the reconciliation of the Employment Costs as described above, or within thirty (30) days of the effective date of the termination, whichever is later.

11. RELATIONSHIP OF THE PARTIES

11.1 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or any other relationship between the parties or otherwise alter the independent contractor relationship of the parties, except as expressly set forth in this Agreement. No prior course of dealing between Member and the Company shall be of any affect to modify in any respect either Party's status under this Agreement as an independent contractor.

11.2 For the period beginning on the Effective Date and ending on the date that is two years after the Effective Date, OGE and its Affiliates shall not, in any manner directly or indirectly or by assisting another person, unless acting in accordance with the Company's prior written consent, solicit for employment or other similar relationship, or hire, any Transferred Employee, other than such employee who (i) independently responded to a general solicitation for employment not directed at such employee or (ii) is a bona fide referral to OGE or its Subsidiary or Affiliates by a professional search firm.

12. MISCELLANEOUS

12.1 Neither Party may assign or otherwise transfer its rights or delegate or otherwise transfer its obligations hereunder without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation hereof shall be void.

12.2 Any notice or request specifically provided for or permitted to be given under this Agreement must be in writing and may be delivered by hand delivery, mail, courier service or facsimile, and shall be deemed effective as of the time of actual delivery thereof to the addressee (except that any notice by facsimile received after the close of business of the recipient shall be deemed received the next business day). For purposes of notice, the address of the parties shall be as follows:

If to Member, addressed to:

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: (405) 553-3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: (832) 239-3600

If to the Company, addressed to:

CenterPoint Energy, Inc.
1111 Louisiana Street
Houston, Texas 77002
Attention: Chief Financial Officer
Fax: (713)-207-9680

with a copy to:

Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
Attention: David Kirkland
Fax: (713) 229-1522

and

OGE Enogex Holdings LLC
321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: (405) 553-3760

with a copy to:

Jones Day
717 Texas Avenue, Suite 3300
Houston, Texas 77002
Attention: James E. Vallee
Fax: (832) 239-3600

Each Party named above may change its address and that of its representative for notice by giving of notice thereof in the manner hereinabove provided.

12.3 Seconded Employees are at-will employees. Nothing in this Agreement shall be construed as an employment contract or as creating any contractual obligation enforceable by any individual Seconded Employee against any of Member, the Company, a member of the Company Group or any Affiliate of them, or prevent Member or the Company from making decisions regarding the continued employment of any individual by Member or the Company during or after that Seconded Employee's period of secondment to the Company under this Agreement.

12.4 No change in, modification of, addition to or waiver of any of the terms and conditions of this Agreement shall be effected by the acknowledgment or acceptance of requests containing additional or different terms and conditions. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the Party against whom asserted and no waiver made shall bind either Party to a waiver of any succeeding breach of the same or any other provisions hereof.

12.5 The provisions of Section 10.2 (Governing Law; Jurisdiction; Waiver of Jury Trial) of the Master Formation Agreement shall apply to this Agreement as if fully set forth herein and shall survive any termination or expiry of such agreement.

12.6 The headings and captions to the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect or be deemed to affect the construction of this Agreement.

12.7 If any provision of this Agreement is held invalid, such invalidity shall not affect other provisions of this Agreement. To the extent reasonably possible, the parties agree to promptly negotiate in good faith to cure any invalid provision consistent with the intent and spirit of this Agreement.

12.8 In the event of termination or expiry of this Agreement pursuant to paragraphs 10.1 or 10.2, Section 3 (Payment of Costs for Seconded Employees Services), Section 6 (Indemnities), Section 8 (Confidentiality), and Section 9 (Work Product Ownership) shall survive.

12.9 This Agreement may be executed in multiple counterparts which shall be deemed an original and all of which shall constitute one instrument.

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

CENTERPOINT ENERGY FIELD SERVICES LP
By: CNP OGE GP LLC,
Its General Partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

OGE ENERGY CORP.

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

EXHIBIT B

EMPLOYMENT COSTS

Pursuant to paragraph 3.1 of the Agreement, the Employment Costs to be reimbursed by the Company to Member shall include, but not be limited to, the following specified costs for each Seconded Employee:

- Compensation
  - Base salary or wages
  - Overtime, shift premium, and other similar payments
  - All short and long-term incentive compensation, such as performance awards, incentive awards or sales commissions
- Cost of Living Allowance (COLA)
- Reimbursement of business expenses, including travel and entertainment, incurred in carrying out work under the direction of the Company.
- Member’s share of federal, state and local taxes incurred with respect to each Seconded Employee.
- Member’s share of all employee retirement, welfare and fringe benefits costs, including but not limited to:
  - Medical
  - Dental
  - Prescription drugs
  - Vision
  - Pension and non-qualified excess plans (SERPs)
  - Post-retirement benefits affecting secondment period
  - Employer matching and other contributions to savings plan programs such as 401(k) plans, non-qualified excess benefits plans (SERPs) and deferred compensation plans
  - Group travel insurance
  - Group life insurance
  - Long term disability insurance
  - Long term care
  - Employee assistance plan
  - Educational reimbursement expense
- Any and all Seconded Employee relocation costs, both at the commencement and conclusion of assignment, including but not limited to:

- House Hunting Trip
- Travel, including the final move
- Loss on Home Sale
- Any Home Sale Bonus
- Guarantee House Purchase
- Any Lump Sum Payments
- Temporary Living Expenses
- Move Day Expenses
- Household goods movement and storage Costs
- Goods Shipment Cost to/from Member to the Company
- Home Sales Assistance
- Duplicate Housing Expenses
- All Cancellation Expenses
- Home Buying Expenses
- Rental/Leasing Assistance
- High Cost Assistance
- Career Assistance for Spouses
- Miscellaneous Relocation Moving Costs Allowance

- All direct costs of any claim, demand or cause of action which may be brought by any Seconded Employee or his or her heirs for personal injury to, or death of such Seconded Employee during the term of this Agreement, or for any employment-related claims that relate to conduct during the term of this Agreement, including, but not limited to, costs under Member's workers compensation insurance coverage and which are (i) attributable to personal injury or death of such Seconded Employee during the term of this Agreement and (ii) are a direct obligation of Member or are subject to reimbursement by Member to any third party claim administrator or insurer, including third party claim administrator claim management costs and other costs incurred in the management and defense of any such claim, demand, or cause of action. Costs, however, do not include costs which are fully insured and which are not a direct obligation of Member or subject to reimbursement by Member.
- All other direct costs relating to the continuing employer-employee relationship, such as workers' compensation and unemployment compensation premiums, payments to employees or claims cost and any taxes imposed on Member by any governmental authority on account of the Seconded Employee.

EXHIBIT C

Employment Status and Information Non-Disclosure Notice

As you know, OGE Energy Corp., an Oklahoma corporation ("***OGE***"), CenterPoint Energy, Inc. ("***CNP***") and affiliates of Arclight Capital Partners, LLC, entered into an agreement that resulted in the formation of CenterPoint Energy Field Services LP (the "***Company***"). In connection with the agreement, OGE and CNP agreed to assign some of their employees and the employees of their respective affiliated companies ("***Assigned Employees***") to the Company for the purpose of assisting the Company in its operations and allowing the Company adequate time to develop, among other things, compensation and benefits for its own employees. This assignment is expected to end not later than December 31, 2014, subject to extension by agreement of OGE and CNP.

Because you are among those Assigned Employees whom OGE and CNP have provided to the Company to assist the Company during this transition period, it is important that you read this Employment Status and Information Non-Disclosure Notice (this "***Notice***"). For purposes of simplicity, your current employer, whether it is OGE, CNP or one of their affiliated companies, will be referred to in this Notice as your "***Member Company.***"

1. Employment Status.

In its agreement with OGE and CNP, the Company agreed to give notice to the Assigned Employees concerning various aspects of their employment during the temporary period in which they are assigned by their Member Company to provide services for the Company. Accordingly, please take notice of the following facts concerning your assignment:

- Your Member Company may assign you to provide services to the Company. While providing such services to the Company, you will remain an employee of your Member Company. However, you will be given assignments by the Company and be subject to the instruction of the Company as to certain aspects of the details, means, and methods of performing such assignments.
- While assigned by your Member Company to provide services to the Company, you must comply with all the Company rules, policies, and related orders and/or requests including without limitation those relating to alcohol, drugs, safety, security, smoking, controlled substances, and weapons.
- While assigned to the Company, you will remain on the payroll of your Member Company, and you will be covered by Workers' Compensation insurance maintained by your Member Company for the benefit of your Member Company and the Company. The responsibility, if any, of the Company for injuries or death will be limited to benefits available from your Member Company under applicable workers' compensation laws.
- While you are assigned to provide services to the Company, you will participate in the benefits plans, programs, and policies of your Member Company, to the extent that you are eligible, and you will not be eligible to participate in or be eligible for any benefits or rights under the Company's benefit plans, programs, or policies, if any.

2. Information Non-Disclosure.

The agreements between the Company and OGE and CNP require that you be given notice of your obligations concerning the nondisclosure of certain information. From time to time, you may have access to the Company's confidential information, including information previously acquired by (i) OGE or its affiliated companies with respect to the OGE businesses and operations and research, development, and demonstration activities related primarily thereto and (ii) CNP or its affiliated companies with respect to the CNP businesses and operations and research, development, and demonstration activities related primarily thereto. You will keep confidential and refrain from disclosing such confidential information, without the Company's prior written permission, to any party other than the Company's employees, officers and representatives, or use such confidential information in a manner inconsistent with your assignments.

Your obligations of non-disclosure and non-use contained herein, however, do not apply to: (i) information which at the time of disclosure is, or subsequently becomes, published or generally known from a source other than you; (ii) information that you can demonstrate was in your possession prior to the date of your assignment to the Company other than through your employment with your Member Company or any companies affiliated with your Member Company, and which was not acquired, directly or indirectly, from the Company, your Member Company, or any companies affiliated with your Member Company; or (iii) information that you can demonstrate was lawfully received by you from a third party after the time of disclosure hereunder and which third party did not require you to hold in confidence.

Information that is specific to a Company process or job assignment is not deemed to be in the public knowledge or literature or in your possession merely because it is embraced in general disclosures in the public knowledge or literature.

Confidential information includes business, technical, or financial information and other work product that is developed by you during your employment with your Member Company or its affiliated companies, and that the ownership and rights to use such information are governed by the contractual relationships between OGE and the Company and CNP and the Company.

3. At-Will Employment Status.

Your Member Company and the Company are at-will employers. As such, your employment with your Member Company is on an employment-at-will basis, and future employment, if any, with the Company, will be on an employment-at-will basis, which may be terminated by your employer at any time, and the Company may at any time discontinue your assignment to provide it services. Neither your status as an Assigned Employee nor this Notice is a contract of employment, nor does either alter your employment-at-will status with your Member Company.

Exhibit 10.12

EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of May 1, 2013, by and among CenterPoint Energy Field Services LP, a Delaware limited partnership (the "Partnership"), CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), OGE Enogex Holdings LLC, a Delaware limited liability company ("OGEH"), and Enogex Holdings LLC, a Delaware limited liability company ("Bronco"). CERC, OGEH and Bronco are referred to collectively herein as the "Initial Holders." The Partnership and the Initial Holders are referred to collectively herein as the "Parties."

WHEREAS, the Initial Holders have acquired, and may (together with their respective Affiliates) acquire in the future, certain Registrable Securities; and

WHEREAS, as an inducement to the willingness of the Initial Holders to hold certain Registrable Securities, the Parties desire to provide certain registration rights to the Initial Holders with respect to any Registrable Securities held by them or their Affiliates upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

(a) As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1:

"Adverse Disclosure" means public disclosure of material non-public information relating to a significant transaction, which disclosure (i) would be required to be made in any Registration Statement filed with the Commission by the Partnership so that such Registration Statement would not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) would not be required to be made at such time but for the filing of such Registration Statement; and (iii) would, in the good faith judgment of the Partnership's Board of Directors, have a material adverse effect upon the Partnership's ability to complete such significant transaction or upon the terms on which such significant transaction could be completed.

"Affiliate" has the meaning set forth in the Partnership Agreement.

"Agreement" has the meaning set forth in the preamble.

"Automatic Shelf Registration Statement" means an "automatic shelf registration statement" as defined under Rule 405.

"Board of Directors" has the meaning set forth in the Partnership Agreement.

"Bronco" has the meaning set forth in the preamble.

"Business Day" has the meaning set forth in the Partnership Agreement.

"CERC" has the meaning set forth in the preamble.

"CERC Contribution Agreement" has the meaning set forth in the Master Formation Agreement.

"CNP" means CenterPoint Energy, Inc., a Texas corporation.

"CNP Services Agreement" has the meaning set forth in the Master Formation Agreement.

"CNP Transitional Seconding Agreement" has the meaning set forth in the Master Formation Agreement.

"Commission" means the Securities and Exchange Commission.

"Common Units" has the meaning set forth in the Partnership Agreement.

"Conflicts Committee" has the meaning set forth in the Partnership Agreement.

"Delaying Event" means a significant negative development in the capital markets conditions that causes the Board of Directors, in good faith, to conclude that the consummation of an Initial Public Offering would have a material adverse effect on the Partnership.

"Demand Notice" has the meaning set forth in Section 2(b)(ii).

"Demand Registration" has the meaning set forth in Section 2(b)(ii).

"Effective Date" means the time and date that a Registration Statement is first declared effective by the Commission or otherwise becomes effective.

"Effectiveness Period" has the meaning set forth in Section 2(b)(iii).

"EH II LLC Agreement" has the meaning set forth in the Master Formation Agreement.

"EH Contribution Agreement" has the meaning set forth in the Master Formation Agreement.

"Employee Transition Agreement" has the meaning set forth in the Master Formation Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Filing Date" means the date that an IPO Registration Statement is filed with the Commission (or, if applicable, submitted to the Commission confidentially).

"General Partner" has the meaning set forth in the Partnership Agreement.

"General Partner Interest" has the meaning set forth in the Partnership Agreement.

"GP LLC Agreement" has the meaning set forth in the Master Formation Agreement.

"Group Member" has the meaning set forth in the Partnership Agreement.

"Holder" means (i) any Initial Holder who holds Registrable Securities; or (ii) any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 9(g) hereof.

"Incentive Distribution Right" has the meaning set forth in the Partnership Agreement.

"Indemnified Persons" has the meaning set forth in Section 6(a).

"Initial Bronco Amount" has the meaning set forth in the Partnership Agreement.

"Initial Holders" has the meaning set forth in the preamble.

"Initial Public Offering" means the registration by the Partnership of any Partnership Interests, including Common Units, pursuant to a Registration Statement that is filed and declared effective under the Securities Act.

"Initiating Holder" has the meaning set forth in Section 2(b)(ii).

"IPO Date" means the pricing of the first sale of Common Units in the Initial Public Offering.

"IPO Filing Deadline" means the first anniversary of the date of this Agreement.

"IPO Registration" has the meaning set forth in Section 2(a)(i).

"IPO Registration Statement" has the meaning set forth in Section 2(a)(i).

"Lock-Up Period" has the meaning set forth in Section 3(o).

"Losses" has the meaning set forth in Section 6(a).

"Master Formation Agreement" means that certain Master Formation Agreement dated as of March 14, 2013 among CNP, OGE, Bronco Midstream Holdings, LLC, a Delaware limited liability company, and Bronco Midstream Holdings II, LLC, a Delaware limited liability company, and to which the General Partner, the Partnership and Bronco are bound, as it may be further amended, supplemented or restated from time to time.

"OGE" means OGE Energy Corp., an Oklahoma corporation.

"OGE Services Agreement" has the meaning set forth in the Master Formation Agreement.

"OGE Transitional Seconding Agreement" has the meaning set forth in the Master Formation Agreement.

"OGEH" has the meaning set forth in the preamble.

"Omnibus Agreement" has the meaning set forth in the Master Formation Agreement.

"Parties" has the meaning set forth in the preamble.

"Partnership" has the meaning set forth in the preamble.

"Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of the date hereof, as it may be further amended, supplemented or restated from time to time.

"Partnership Group" has the meaning set forth in the Partnership Agreement.

"Partnership Interest" has the meaning set forth in the Partnership Agreement.

"Person" has the meaning set forth in the Partnership Agreement.

"Piggyback Notice" has the meaning set forth in Section 2(c)(i).

"Piggyback Registration" has the meaning set forth in Section 2(c)(i).

"Piggyback Request" has the meaning set forth in Section 2(c)(i).

"Proceeding" means any action, claim, suit, proceeding or investigation (including a preliminary investigation or partial proceeding, such as a deposition) pending or known to the Partnership to be threatened.

"Prospectus" means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A, Rule 430B or Rule 430C promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all information incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"Registrable Securities" means any Partnership Interest other than the General Partner Interest and the Incentive Distribution Rights; *provided*, *however*, that "Registrable Securities" shall not include any such securities (i) that have been sold or disposed of in accordance with an effective Registration Statement covering such Registrable Securities; (ii) are held by any Group Member; (iii) that have been sold or disposed of in accordance with Rule 144; or (iv) that have been sold or disposed of in a private transaction in which the registration rights conferred by this Agreement have not been transferred in compliance with Section 9(g) hereof.

"Registration Expenses" has the meaning set forth in Section 5.

"Registration Statement" means a registration statement in the form required to register the sale or resale of the Registrable Securities under the Securities Act, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all information incorporated by reference or deemed to be incorporated by reference in such registration statement (other than a registration statement relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement form that does not permit secondary sales).

"Rule 144", "Rule 158", "Rule 405", "Rule 415", "Rule 424", "Rule 430A", "Rule 430B" and "Rule 430C" mean, in each case, such rule promulgated by the Commission pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such rule.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and, except as provided herein, fees and disbursements of counsel or any other advisor for any Holder.

"Selling Holder" means a Holder who is selling Registrable Securities pursuant to the procedures set forth herein.

"Shelf Registration Statement" means a "shelf" Registration Statement providing for the registration of, and the sale on a continuous or delayed basis by the Holders, of the Registrable Securities pursuant to Rule 415.

"Sponsor Party" has the meaning set forth in the Partnership Agreement.

"Sponsor Party Demand Notice" has the meaning set forth in Section 2(b)(i).

"Sponsor Party Demand Registration" has the meaning set forth in Section 2(b)(i).

"Sponsor Party Holder" means each of CERC and OGEH and any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred by CERC or OGEH in compliance with Section 9(g) hereof.

"Sponsor Party Initiating Holder" has the meaning set forth in Section 2(b)(i).

"Suspension" has the meaning set forth in Section 2(d)(iv).

"Trading Market" means the principal national securities exchange on which the Common Units are or will be listed or admitted to trading, as determined by the Board of Directors.

"Transaction Documents" means, collectively, the Master Formation Agreement, the CERC Contribution Agreement, the CNP Services Agreement, the CNP Transitional Seconding Agreement, the Employee Transition Agreement, the EH II LLC Agreement, the GP LLC Agreement, the OGE Services Agreement, the OGE Transitional Seconding Agreement, the Omnibus Agreement, the Partnership Agreement, the Letter Agreement re: Initial Budget and the EH Contribution Agreement.

"WKSI" means a "well known seasoned issuer" as defined under Rule 405.

(b) The following rules of construction will govern the interpretation of this Agreement: (i) "days," "months," and "years" will mean calendar days, months and years unless otherwise indicated; (ii) "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (iii) article and section titles do not affect interpretation; (iv) "hereof," "herein," and "hereunder" and words of similar meaning refer to this Agreement as a whole and not to any particular provision of this Agreement; (v) "$" means United States dollars; and (vi) the schedules and annexes attached to this Agreement are hereby incorporated by reference into this Agreement and form part hereof.

(c) The Parties have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement will be interpreted in favor of, or against, any of the Parties by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft of this Agreement, and no rule of strict construction will be applied against any Party. This Agreement will not be interpreted or construed to require any Person to take any action, or fail to take any action, if to do so would violate any applicable law.

2. **Registration.**

(a) Registration.

(i) As soon as practicable following the date of this Agreement, but in any event prior to the IPO Filing Deadline, the Partnership shall prepare and file with the Commission a Registration Statement (an "IPO Registration Statement") on Form S-1 (or any appropriate registration form under the Securities Act selected by the Partnership) for an Initial Public Offering ("IPO Registration").

(ii) Subject to Section 2(c)(ii), (A) the Holders shall be permitted to include for registration in the IPO Registration Statement, on the same terms and conditions as the primary Common Units proposed to be offered and sold for the account of the Partnership, the number of Registrable Securities as they may request and (B) if the Initial Public Offering contemplates an "over-allotment option," Bronco shall be permitted to include in such over-allotment option a number of Registrable Securities held by Bronco up to 100% of the securities subject to such over-allotment option. Bronco's rights for inclusions of its Registrable Securities in the Initial Public Offering shall have priority over the inclusion of securities of any Sponsor Party.

(iii) The Partnership shall use reasonable best efforts to cause the IPO Registration Statement to become effective under the Securities Act and to consummate the Initial Public Offering (including registering the Common Units under the Exchange Act and causing the Common Units to be listed on the Trading Market) as promptly as reasonably practicable, but (except in the case of a Delaying Event as set forth in Section 2(a)(iv)) not later than 180 days following the Filing Date.

(iv) Notwithstanding any other provision of this Section 2(a), the Partnership shall not be required to consummate an Initial Public Offering pursuant to this Section 2(a) for so long as a Delaying Event has occurred and is determined to be continuing, provided that the Delaying Event shall not delay the consummation of the Initial Public Offering for more than 90 days past the IPO Filing Deadline, without the prior written consent of Bronco (which shall not be unreasonably withheld). To exercise an extension due to a Delaying Event, the General Partner shall provide to Bronco a certificate executed by a senior executive officer of the General Partner stating that the Board of Directors has determined in good faith that a Delaying Event has occurred. Once the Delaying Event no longer exists, the Partnership shall use reasonable best efforts to promptly cause the IPO Registration Statement to become effective. During the extended period caused by the Delaying Event, the Partnership shall use reasonable best efforts to continue to update the IPO Registration Statement and work with the Commission so that the IPO Registration Statement can be declared effective promptly upon the expiration of the extended period.

(b) Demand Registration Rights.

(i) *Demand Registrations of Sponsor Party Holders.* At any time following the date that is 180 days after the IPO Date, any Sponsor Party Holder that holds Registrable Securities (the "Sponsor Party Initiating Holder") shall have the option and right, exercisable by delivering a written notice to the Partnership (a "Sponsor Party Demand Notice"), to require the Partnership to, pursuant to the terms of and subject to the limitations contained in this Agreement, prepare and file with the Commission a Registration Statement registering the offering and sale of all or any portion of such Sponsor Party Holder's Registrable Securities, which may, at the option of the Initiating Holder, be a Shelf Registration Statement (the "Sponsor Party Demand Registration").

(ii) *Demand Registrations of Bronco.* At any time following the date that the Partnership is first eligible to file a registration statement under Form S-3 (or any equivalent or successor form under the Securities Act), Bronco, for as long as it holds Registrable Securities (together with any Sponsor Party Initiating Holder, an "Initiating Holder"), shall have the option and right, exercisable by delivering a written notice to the Partnership (together with a Sponsor Party Demand Notice, a "Demand Notice"), to require the Partnership to, pursuant to the terms of and subject to the limitations contained in this Agreement, prepare and file with the Commission a Registration Statement registering the offering and sale of all or any portion of Bronco's Registrable Securities, which may, at the option of Bronco, be a Shelf Registration Statement (an "Bronco Demand Registration" and, together with a Sponsor Party Demand Registration, a "Demand Registration").

(iii) Within ten Business Days of the receipt of the Demand Notice, the Partnership shall give written notice of such Demand Notice to all other Holders that hold the same class of securities as the Registrable Securities and shall, subject to the limitations of this

Section 2(b), use reasonable best efforts to file a Registration Statement covering all of the Registrable Securities that such Holders shall in writing request (such request to be given to the Partnership within ten Business Days of written receipt of such notice of the Demand Notice given by the Partnership pursuant to this Section 2(b)(iii)) to be included in such Demand Registration as promptly as reasonably practicable as directed by the Initiating Holder in accordance with the terms and conditions of the Demand Notice and use reasonable best efforts to cause such Registration Statement to become effective under the Securities Act and remain effective under the Securities Act for not less than six months following the Effective Date or such longer period ending when all Registrable Securities covered by such Registration Statement have been sold (the "Effectiveness Period").

(iv) Subject to the other limitations contained in this Agreement, the Partnership shall not be obligated hereunder to effect more than (A) one Demand Registration pursuant to Section 2(b)(ii) in any 12-month period, (B) three Demand Registrations on Form S-3 (or any equivalent or successor form under the Securities Act) pursuant to Section 2(b)(i) or (C) two Demand Registrations on Form S-3 (or any equivalent or successor form under the Securities Act) pursuant to Section 2(b)(ii).

(v) Notwithstanding any other provision of this Section 2(b), the Partnership shall not be required to effect a registration or file a Registration Statement pursuant to this Section 2(b): (A) during the period starting with notice to the Holder of the intent to file a Registration Statement under Sections 2(b)(iii) or 2(c)(i) (which shall occur no earlier than 60 days prior to a good faith estimate, with the approval of the Board of Directors, of the date of filing of such Registration Statement) and ending on a date 90 days after the effective date of, a Partnership-initiated registration; *provided* that the Partnership uses reasonable best efforts to cause such registration statement to become effective; (B) for a period of up to 90 days after the date of a Demand Notice for registration pursuant to this Section 2(b) if at the time of such request the Partnership is currently engaged in a self-tender or exchange offer and the filing of a Registration Statement would cause a violation of the Exchange Act; or (C) for a period of up to 90 days, if the Conflicts Committee, proceeding in good faith, determines that the filing of a Registration Statement would require an Adverse Disclosure; provided, that, in such event, the Holders requesting such Demand Registration may withdraw such request and, if withdrawn, such request will not count as one of the permitted Demand Registrations hereunder and the Partnership will pay all expenses (including reasonable attorneys fees) in connection with such registrations; provided, further, that the Partnership may delay a Demand Registration hereunder only once in any 12 month period.

(vi) Notwithstanding any other provision of this Section 2(b), if (A) the Holders intend to distribute the Registrable Securities covered by a Demand Registration by means of an underwritten public offering and (B) the managing underwriter or managing underwriters of such offering advise the Partnership in writing that, in their opinion, the inclusion of all of such Holders' Registrable Securities in the subject Registration Statement would have a material adverse effect on the marketability of the offering, then the Partnership shall so advise all Holders of such Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced to equal the number of Registrable Securities that such managing underwriter or managing underwriters advise the Partnership can be sold without having such material adverse

effect. The aggregate number of Registrable Securities to be included in such Demand Registration as a result of the reduction described in the immediately preceding sentence shall be (A) in the case of a Sponsor Party Demand Registration, reduced pro rata among the Holders seeking to include their Registrable Securities in the underwriting, based, for each such Holder, on the percentage derived by dividing (x) the number of Registrable Securities owned by such Holder by (y) the total number of Registrable Securities owned by all the Holders seeking to include their Registrable Securities in the underwriting, or (B) in the case of a Bronco Demand Registration, allocated first to Bronco based on the number of Registrable Securities proposed to be sold by Bronco. If there remains availability for additional Registrable Securities to be included in such Bronco Demand Registration, the aggregate number of Registrable Securities to be included in such Bronco Demand Registration shall be allocated among the Holders other than Bronco seeking to include their Registrable Securities in the underwriting on a pro rata basis based on the percentage derived by dividing (x) the number of Registrable Securities owned by such Holder by (y) the total number of Registrable Securities owned by such other Holders (excluding Bronco) seeking to include their Registrable Securities in the underwriting. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(vii) The Partnership may include in any such Demand Registration other Partnership securities for sale for its own account or for other Holders as provided herein; *provided* that if the managing underwriter for the offering determines that the number of securities proposed to be offered in such offering would have a material adverse effect on the marketability of such offering, then the Registrable Securities to be sold by the Holders shall be included in such registration before any Partnership securities proposed to be sold for the account of the Partnership or any other Person.

(viii) Subject to the limitations contained in this Agreement, the Partnership shall effect any Demand Registration on Form S-3 (except if the Partnership is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such Demand Registration shall be effected on another appropriate form for such purpose pursuant to the Securities Act) and if the Partnership becomes, and is at the time of its receipt of a Demand Notice, a WKSI, the Demand Registration for any offering and selling of Registrable Securities through a firm commitment underwriting shall be effected pursuant to an Automatic Shelf Registration Statement, which shall be on Form S-3 or any equivalent or successor form under the Securities Act (if available to the Partnership).

(ix) Without limiting Section 3, in connection with any Demand Registration pursuant to and in accordance with this Section 2(b), the Partnership shall (A) promptly prepare and file or cause to be prepared and filed: (1) such additional forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents, as may be necessary or advisable to register or qualify the securities subject to such Demand Registration, including under the securities laws of such states as the Holders shall reasonably request; *provided, however*, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business in such jurisdiction solely as a result of registration and (2) such forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents as may be necessary to apply for listing or to list the Registrable Securities subject to such Demand

Registration on the Trading Market and (B) do any and all other acts and things that may be necessary or appropriate or reasonably requested by the Holders to enable the Holders to consummate a public sale of such Registrable Securities in accordance with the intended timing and method or methods of distribution thereof.

(x) In the event a Holder transfers Registrable Securities included on a Registration Statement and such Registrable Securities remain Registrable Securities following such transfer, at the request of such Holder, the Partnership shall amend or supplement such Registration Statement or related Prospectus as may be necessary in order to enable such transferee to offer and sell such Registrable Securities pursuant to such Registration Statement.

(c) Piggyback Registration.

(i) If the Partnership shall at any time propose to file a Registration Statement, other than pursuant to a Demand Registration, for an offering of Common Units for cash (whether in connection with a public offering of Common Units by the Partnership, a public offering of Common Units by unitholders, or both, but excluding an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement form that does not permit secondary sales), the Partnership shall promptly notify all Holders of such proposal reasonably in advance of (and in any event at least ten Business Days before) the anticipated initial filing date of such Registration Statement (the "Piggyback Notice"). The Piggyback Notice shall offer the Holders the opportunity to include for registration in such Registration Statement the number of Common Units constituting Registrable Securities as they may request (a "Piggyback Registration"). The Partnership shall use reasonable best efforts to include in each such Piggyback Registration such Registrable Securities for which the Partnership has received written requests within five Business Days after mailing of the Piggyback Notice ("Piggyback Request") for inclusion therein. If a Holder decides not to include all of its Common Units constituting Registrable Securities in any Registration Statement thereafter filed by the Partnership, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Partnership with respect to offerings of Common Units, all upon the terms and conditions set forth herein.

(ii) If the Registration Statement under which the Partnership gives notice under this Section 2(c) is for an underwritten offering, the Partnership shall so advise the Holders of Registrable Securities. In such event, the right of any Holder to be included in a registration pursuant to this Section 2(c) shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. If the managing underwriter or managing underwriters of such offering advise the Partnership that, in their opinion, the inclusion of all of such Holders' Registrable Securities in the subject Registration Statement would have a material adverse effect on the marketability of the offering, then the Partnership shall so advise all Holders of Registrable Securities that would otherwise be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be reduced to equal the number of Registrable Securities that such managing underwriter or managing underwriters advise the Partnership can be sold without having such material adverse effect. The aggregate number of Registrable Securities to be included in such underwriting as a result of the reduction described

in the immediately preceding sentence shall be allocated (i) first to Bronco based on the number of Registrable Securities proposed to be sold by Bronco, and, subject to the Partnership's need for capital and without reducing the number of Common Units to be issued by the Partnership in such underwritten offering, Bronco shall have the right to include a number of Registrable Securities equal to 25% of the total number of Common Units proposed to be sold, and (ii) second, among the other Holders seeking to include their Registrable Securities in the underwriting on a pro rata basis based on the percentage derived by dividing (x) the number of Registrable Securities owned by such Holder by (y) the total number of Registrable Securities owned by such other Holders (excluding Bronco) seeking to include their Registrable Securities in the underwriting. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to the Partnership and the managing underwriter(s) delivered on or prior to the time of pricing of such offering. For the avoidance of doubt, the securities to be sold for the account of the Partnership pursuant to this section 2(c) shall be included in such underwriting before any Registrable Securities to be sold by any Holders or any other Person. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(iii) The Partnership shall have the right to terminate or withdraw any registration initiated by it under this Section 2(c) prior to the Effective Date of such Registration Statement whether or not any Holder has elected to include Registrable Securities in such Registration Statement. The registration expenses of such withdrawn registration (including reasonable attorneys fees of the Holders that elected to include Registrable Securities in such Registration Statement) shall be borne by the Partnership in accordance with Section 5 hereof.

(d) General Provisions.

(i) All registration rights granted under this Section 2 shall continue to be applicable with respect to any Holder for so long as may be required for each such Holder to sell all of the Registrable Securities held by such Holder as provided in this Agreement.

(ii) Any Demand Notice or Piggyback Request shall (i) specify the Registrable Securities intended to be offered and sold by the Holder making the request, (ii) express such Holder's present intent to offer such Registrable Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Registrable Securities, and (iv) contain the undertaking of such Holder to provide all such information and materials and take all action as may reasonably be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Registrable Securities.

(iii) The Partnership has not entered into any agreement which (a) conflicts with the provisions hereof in any material respect or (b) would allow any Holder to include Registrable Securities in any Registration Statement filed by the Partnership on a basis that is superior or more favorable in any material respect to the rights granted to the Holders hereunder.

(iv) Notwithstanding any provision of this Agreement to the contrary, the Partnership may voluntarily suspend the effectiveness of any Shelf Registration Statement or may otherwise require the discontinuance of offers under the Shelf Registration Statement for a period of up to 90 days if the Conflicts Committee, proceeding in good faith, determines the

offering of any Registrable Securities pursuant to such Shelf Registration Statement would require an Adverse Disclosure (a "Suspension"); *provided*, *however*, that in no event shall the Partnership effect Suspensions under this Section 2(d)(iv) for more than an aggregate of 180 days in any 12-month period. The Partnership shall notify each Holder eligible to sell Registrable Securities under such Shelf Registration Statement promptly of any Suspensions and, upon receipt of such notice, each such Holder shall forthwith discontinue disposition of such Registrable Securities under such Shelf Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Shelf Registration Statement or until it is advised in writing by the Partnership that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Shelf Registration Statement. In addition, the Partnership shall promptly notify each Holder of the termination or lifting of any such Suspension.

3. **Registration Procedures.** The procedures to be followed by the Partnership and each Holder electing to sell Registrable Securities included in a Registration Statement pursuant to this Agreement, and the respective rights and obligations of the Partnership and such Holders, with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) The Partnership will, at least five Business Days prior to the anticipated filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto (other than amendments and supplements filed principally for the purpose of naming Holders and providing information with respect thereto), (i) furnish to such Holders copies of all such documents proposed to be filed and (ii) give good faith consideration to such comments as any Holder reasonably shall propose.

(b) The Partnership will use reasonable best efforts to (i) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for its Effectiveness Period and, subject to the limitations contained in this Agreement, prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the applicable Holders; (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; and (iii) respond to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and provide such Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to such Holders as Selling Holders.

(c) The Partnership will comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the Registration Statements and the disposition of all Registrable Securities covered by each Registration Statement.

(d) The Partnership will use reasonable best efforts to notify such Holders promptly: (i)(A) when the Commission notifies the Partnership whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement (in which case the Partnership shall provide true and complete copies thereof and all written responses thereto to each of such Holders and in good faith consider such Holder's comments in the Registration Statement); and (B) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information that pertains to such Holders as sellers of Registrable Securities; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Partnership of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of (but not the nature or details concerning) any event or passage of time that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (*provided, however*, that no notice by the Partnership shall be required pursuant to this clause (v) in the event that the Partnership either promptly files a prospectus supplement to update the Prospectus or a Form 8-K or other appropriate Exchange Act report that is incorporated by reference into the Registration Statement, which in either case, contains the requisite information that results in such Registration Statement no longer containing any untrue statement of material fact or omitting to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading).

(e) The Partnership will use reasonable best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable time, or if any such order or suspension is made effective during any Suspension period, at the earliest practicable time after the Suspension period is over.

(f) During the Effectiveness Period, the Partnership will furnish to each such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder (including those incorporated by reference) promptly after the filing of such documents with the Commission; *provided*, that the Partnership will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system.

(g) The Partnership will promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of Prospectus) and each amendment or supplement thereto as such Holder may reasonably request during the Effectiveness Period. The Partnership consents to the use of such Prospectus and each amendment or supplement thereto by each of the Selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(h) The Partnership will have caused or will cause, as the case may be, all Registrable Securities registered pursuant to this Agreement to be listed on the Trading Market and will have provided or will provide, as the case may be, a transfer agent and registrar for Registrable Securities covered by a Registration Statement not later than the Effective Date of such Registration Statement and for as long as Registrable Securities covered by a Registration Statement remain outstanding.

(i) The Partnership will cooperate with such Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request in writing.

(j) Upon the occurrence of any event contemplated by Section 3(d)(v), as promptly as reasonably possible, the Partnership will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Such Holders may distribute the Registrable Securities by means of an underwritten offering; *provided* that (i) such Holders provide written notice to the Partnership of their intention to distribute Registrable Securities by means of an underwritten offering, (ii) the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein, (iii) the managing underwriter or managing underwriters thereof shall either be one of the lead underwriters of the Initial Public Offering or otherwise be subject to the approval of the Partnership (which shall not be unreasonably withheld), (iv) each Holder participating in such underwritten offering agrees to enter into an underwriting agreement in customary form and sell such Holder's Registrable Securities on the basis provided in any reasonable underwriting arrangements approved by the Partnership and (v) each Holder participating in such underwritten offering completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably and customarily required under the terms of such underwriting arrangements, provided, that, no Holder included in any underwritten registration shall be required to make any representations or warranties to the Partnership or the

underwriters (other than representations and warranties regarding such Holder) or to undertake any indemnification obligations to the Partnership or the underwriters except as provided in Section 6. The Partnership hereby agrees with each Holder that, in connection with any underwritten offering in accordance with the terms hereof, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, including using reasonable best efforts to procure customary legal opinions and auditor "comfort" letters.

(l) In the event such Holders seek to complete an underwritten offering, for a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period, the Partnership will make available upon reasonable notice at the Partnership's principal place of business or such other reasonable place for inspection by the Selling Holder and the managing underwriter or managing underwriters selected in accordance with Section 3(k) such financial and other information and books and records of the Partnership, and cause the officers, employees, counsel and independent certified public accountants of the Partnership to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act.

(m) In connection with any registration of Registrable Securities pursuant to this Agreement, the Partnership will take such reasonable best actions as are necessary or advisable in order to expedite or facilitate the disposition of Registrable Securities by such Holders, including using reasonable best efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable notice, to meet with prospective investors in presentations, meetings and road shows.

(n) The Partnership will have no obligation to include in a Registration Statement or Piggyback Registration Registrable Securities of a Holder who has failed to timely furnish such information requested in writing by the Partnership no less than 10 days prior to the effective date of the Registration Statement, which, in the opinion of counsel to the Partnership, is reasonably required in order for the Registration Statement or related Prospectus to comply with the Securities Act, provided that if the Registration Statement is not yet effective, the Partnership agrees to amend the Registration Statement to include the Registrable Securities of a Holder when such information is provided.

(o) In connection with any Initial Public Offering of Common Units, each Holder hereby agrees that such Holder shall enter into a standard lock-up agreement covering such Registrable Securities and for a period specified by the managing underwriter or managing underwriters (the "Lock-Up Period"); *provided*, *however*, that the Lock-Up Period with respect to Bronco shall not exceed 180 days following the closing date of the offering of Common Units. In addition, if (A) during the last 17 days of the Lock-Up Period, the Partnership issues an earnings release or material news or a material event relating to the Partnership occurs or (B) prior to the expiration of the Lock-Up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then the restrictions imposed by this Section 3(o) shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the announcement of the material news or the occurrence of the material event. Each Holder agrees to execute and deliver such

other agreements as may be reasonably requested by the Partnership or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Partnership or the representative of the underwriters of Common Units, each Holder shall provide, within five Business Days of such request, such information as may be reasonably and customarily required by the Partnership or such representative in connection with the completion of any public offering of the Common Units pursuant to a Registration Statement, unless such Holder reasonably believes that such information constitutes material and non-public information or such Holder is otherwise subject to confidentiality obligations with respect to the requested information. The obligations described in this Section 3(o) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Partnership may impose stop-transfer instructions with respect to the Common Units subject to the foregoing restriction until the end of the Lock-Up Period.

(p) The Partnership will use its reasonable best efforts to comply with the securities laws of the United States and other applicable jurisdictions and all applicable rules and regulations of the Commission and comparable governmental agencies in other applicable jurisdictions and make generally available to the Holders, in each case as soon as practicable after the Effective Date (it being understood that the Partnership shall have until at least 410 days or, if the fourth quarter following the fiscal quarter that includes the Effective Date is the last fiscal quarter of the Partnership's fiscal year, 455 days after the end of the Partnership's then-current fiscal quarter), an earnings statement of the Partnership (which need not be audited) complying with the provisions of Section 11(a) of the Securities Act (including, at the option of the Partnership, Rule 158).

4. **Bronco IPO Consultation.** The Board of Directors will determine all matters related to the Initial Public Offering and the related registration process. The Parties acknowledge and agree that the Sponsor Parties and Bronco each desire for the Initial Public Offering to be implemented upon terms and conditions that are consistent with prevailing market terms for the public offering of equity securities of comparable master limited partnerships at the time such Initial Public Offering is implemented. In furtherance of this desire, the Sponsor Parties, the General Partner and the Partnership agree that such IPO Registration shall be implemented in good faith at such prevailing market terms, including with respect to the applicable distribution coverage ratio, as determined in consultation with the managing underwriter at the time of the Initial Public Offering. For so long as Bronco holds at least the Initial Bronco Amount, Bronco shall be involved in planning and negotiating the terms of the Initial Public Offering or such other registration process, including, without limitation, in determining the percentage of the Partnership to be offered to the public and the valuation metrics associated with the Initial Public Offering or such registration process. To that end, Bronco will be included in any applicable working group list with respect to an Initial Public Offering and will be given notice of, and an opportunity to participate in, all discussions between the Partnership and/or any Sponsor Party or Affiliate of a Sponsor Party and any banker, underwriter or other third party regarding management preparation, pricing and other material matters related to the Initial Public Offering and the related registration process. Notwithstanding anything in this Agreement to the contrary, the rights provided to Bronco in the two immediately preceding sentences shall not be transferable in connection with any transfer of Registrable Securities by Bronco.

5. **Registration Expenses.** All Registration Expenses incident to the Parties' performance of or compliance with their respective obligations under this Agreement or otherwise in connection with any IPO Registration, Demand Registration or Piggyback Registration (excluding any Selling Expenses) shall be borne by the Partnership, whether or not any Registrable Securities are sold pursuant to a Registration Statement. "Registration Expenses" shall include, without limitation, (i) all registration and filing fees (including fees and expenses (A) with respect to filings required to be made with the Trading Market, (B) in connection with any filings required to be made with the Financial Industry Regulatory Authority, Inc. and (C) in compliance with applicable state securities or "Blue Sky" laws), (ii) printing expenses (including expenses of printing certificates for Common Units and of printing prospectuses if the printing of prospectuses is reasonably requested by a Holder included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and expenses of counsel (including local and special), auditors and accountants (including the expenses of any "cold comfort" letters required or incidental to the performance of such obligations) for the Partnership, (v) Securities Act liability insurance, if the Partnership so desires such insurance, (vi) fees and expenses of all other Persons retained by the Partnership in connection with the consummation of the transactions contemplated by this Agreement, (vii) the costs and expenses related to investor presentations on any road show undertaken in connection with the marketing of the Common Units, including, expenses associated with any electronic road show, travel and lodging expenses of the officers and employees of the General Partner or any Group Member, (viii) the costs and expenses of qualifying the Common Units for inclusion in the book-entry settlement system of the DTC and (ix) the fees and expenses of the transfer agent and registrar. Except as provided herein, all Selling Expenses shall be borne by the Selling Holders pro rata in proportion to the number of Registrable Securities sold by each Selling Holder or as they may otherwise agree; *provided*, *however*, that any and all reasonable fees and expenses of counsel incurred by Bronco in connection with the IPO Registration shall be borne by the Partnership, provided that such reimbursed fees and expenses shall not, in the aggregate, exceed $250,000 if the IPO Date occurs on or before December 31, 2013, which amount shall increase by $25,000 per quarter (and partial quarter) after December 31, 2013 until the IPO Date occurs.

6. **Indemnification.**

(a) By the Partnership. If underwriters are engaged in connection with any registration referred to in Section 2, the Partnership shall provide indemnification, representations, covenants, opinions and other assurances to the underwriters in form and substance reasonably satisfactory to such underwriters and the Partnership. In the event of a registration of any Registrable Securities under the Securities Act pursuant to this Agreement, in addition to and not in limitation of the Partnership's obligations under Section 7.7 of the Partnership Agreement, to the fullest extent permitted by applicable law, the Partnership shall indemnify and hold harmless each Selling Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act), and any agent thereof (collectively, "Indemnified Persons") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines,

penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (collectively, "Losses"), based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus under which any Registrable Securities were registered or sold by such Selling Holder under the Securities Act, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that the Partnership shall not be liable to any Indemnified Person to the extent that any such Loss arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission so made in such Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus in reliance upon or in conformity with written information furnished to the Partnership by or on behalf of such Selling Holder specifically for use in the preparation thereof.

(b) By Each Selling Holder. Each Selling Holder agrees, to the fullest extent permitted by law, to severally and not jointly, indemnify and hold harmless the Partnership, the General Partner's officers and its directors and each Person who controls the Partnership (within the meaning of the Securities Act) and any agent thereof to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in such Registration Statement, preliminary prospectus, final prospectus or free writing prospectus and any indemnification hereunder will be limited to the amount of net proceeds received from the sale of Registrable Securities by such Holder under such Registration Statement.

7. **Facilitation of Sales Pursuant to Rule 144.**

(a) Upon effectiveness of a Registration Statement with the Commission, the Partnership shall use reasonable best efforts to timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144), and take such further action as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144.

(b) The Parties agree that, as of the date of this Agreement, it is the intent of the Parties that the ownership, operation and management of the Partnership will be structured so that Bronco will not be considered an "affiliate" (as such term is defined in Rule 144) of the Partnership. In connection therewith on or before the 91st day following the IPO Closing Date, subject to compliance with applicable law and so long as Bronco together with its Affiliates (i) owns less than 15% of the Common Units, and (ii) has no right to designate any member of the Board of Directors, the Partnership will remove any transfer restrictions with respect to Common Units owned by Bronco, including providing such authorizations, directions and legal opinions as may be reasonably requested by the transfer agent that authorize the removal of any restrictive legends on such Common Units and/or directing the transfer agent to issue such Common Units without any such legend upon sale by Bronco of such Common Units.

8. **Limitation on Subsequent Registration Rights.** From and after the date hereof, the Partnership shall not, without the prior written consent of Bronco (for so long as it is a Holder) and the Holders of a majority of the then outstanding Registrable Securities, enter into any agreement with any current or future holder of any securities of the Partnership that would allow such current or future holder to require the Partnership to include securities in any registration statement filed by the Partnership on a basis that is senior in any way to the registration rights granted to the Initial Holders hereunder.

9. **Miscellaneous.**

(a) Discontinued Disposition. Each Holder agrees by its acquisition of such Registrable Securities that, upon receipt of a notice from the Partnership of the occurrence of any event of the kind described in clauses (ii) through (v) of Section 3(d), such Holder shall forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement or until it is advised in writing by the Partnership that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. The Partnership may provide appropriate stop orders to enforce the provisions of this Section 9(a).

(b) Recapitalization, Exchanges, etc. Affecting the Common Units. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all Partnership Interests or any successor or assign of the Partnership (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, including any equity securities that may be issued in exchange for Registrable Securities in connection with any merger, consolidation or other business combination involving the Partnership and any of its subsidiaries, and shall be appropriately adjusted for combinations, recapitalizations and the like occurring after the date of this Agreement. The Partnership will not take any action, or permit any change to occur, with respect to the terms of its securities that would materially and adversely affect the ability of the Holders to include Registrable Securities in a registration undertaken pursuant to this Agreement or that would adversely affect the marketability of such Registrable Securities in any such registration.

(c) Change of Control. The Partnership shall not merge, consolidate or combine with any other Person unless the agreement providing for such merger, consolidation or combination expressly provides for the continuation of the registration rights specified in this Agreement with respect to the Registrable Securities or other equity securities issued pursuant to such merger, consolidation or combination.

(d) Specific Performance. Damages in the event of breach of this Agreement by a Party may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Party, in addition to and without limiting any other remedy or right it may have, will have

the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the Parties hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief (including the requirement to post bond). The existence of this right will not preclude any such Party from pursuing any other rights and remedies at law or in equity which such Party may have.

(e) Amendments. This Agreement may be amended only by means of a written amendment signed by (i) the Partnership, (ii) the Holders of 66 2/3% of the then-outstanding Registrable Securities and (iii) for so long as it is a Holder, Bronco; *provided*, *however*, that no such amendment shall adversely affect the rights of any Holder hereunder without the consent of such Holder.

(f) Notices. All notices, demands, requests and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Person at the address described below:

(i) if to a Holder, at (A) the most current mailing or email address given by such Holder to the Partnership in accordance with the provisions of this Section 9(f), which addresses initially are, with respect to the Holders, set forth opposite each Holder's name on the signature page hereto;

(ii) if to a transferee of a Holder, to such Holder at the mailing address or email address provided pursuant to this Section 9(f); and

(iii) if to the Partnership, to each of the following: (A) 1111 Louisiana Street, Houston, Texas 77002 or Email: Gary.Whitlock@CenterPointEnergy.com, Attention: Chief Financial Officer and (B) 321 North Harvey, P.O. Box 321, Oklahoma City, Oklahoma 73101-0321 or Email: trauscrs@oge.com, Attention: Sean Trauschke, notice of which is given in accordance with the provisions of this Section 9(f).

The terms "in writing," "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of email and other forms of electronic communication. All such notices and communications shall be deemed to have been received (i) at the time delivered by hand, if personally delivered; (ii) the date of transmission, if such notice or communication is delivered via facsimile or email prior to 5:00 p.m. Central Time on a Business Day; (iii) the first Business Day after the date of transmission, if such notice or communication is delivered via facsimile or email (A) on a day other than a Business Day or (B) later than 5:00 p.m. Central Time on a Business Day and earlier than 11:59 p.m. Central Time on such date; or (iv) when actually received, if sent by any other means.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns. Except as provided in this Section 9(g), this Agreement, and any rights or obligations hereunder, may not be assigned without the prior written consent of

the Partnership and the Holders. Notwithstanding anything in the foregoing to the contrary (but subject to the last sentence of Section 4), the registration rights of a Holder pursuant to this Agreement with respect to all or any portion of its Registrable Securities may be assigned without such consent (but only with all related obligations) with respect to such Registrable Securities (and any Registrable Securities issued as a dividend or other distribution with respect to, in exchange for or in replacement of such Registrable Securities) by such Holder to a transferee of such Registrable Securities; *provided* (i) the transfer of the underlying Registrable Securities was made in accordance with the terms of the Partnership Agreement; (ii) the Partnership is, promptly after such transfer, furnished with written notice of the name, mailing address and email address of such transferee or assignee and the Registrable Securities with respect to which such registration rights are being assigned; and (iii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Agreement. The Partnership may not assign its respective rights or obligations hereunder without the prior written consent of each of the Holders.

(h) Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the Parties, notwithstanding that all such Parties are not signatories to the original or the same counterpart. Each Party shall become bound by this Agreement immediately upon affixing its signature hereto.

(i) Applicable Law; Forum, Venue and Jurisdiction. 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 that would request an application of another state's laws. Each of the Parties:

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among the Parties, or the rights or powers of, or restrictions on, the Parties) or (B) asserting a claim arising pursuant to any provision of the Delaware Act shall be exclusively brought in the Court of Chancery of the State of Delaware (or, if such court does not have subject matter jurisdiction, any other court located in the State of Delaware with subject matter jurisdiction), in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims;

(ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of such courts or of any other court to which proceedings in such courts may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

(j) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(k) Invalidity of Provisions. If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or parts thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions and/or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

(l) Facsimile Signatures. The use of facsimile or electronic signatures affixed in the name and on behalf of the Party executing is expressly permitted by this Agreement.

(m) Entire Agreement. This Agreement, together with the other Transaction Documents, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior contracts or agreements with respect to the subject matter hereof and the matters addressed or governed hereby or in the other Transaction Documents, whether oral or written. Without limiting the foregoing, each of the Parties acknowledges and agrees that (i) this Agreement is being executed and delivered in connection with each of the other Transaction Documents and the transactions contemplated hereby and thereby, (ii) the performance of this Agreement and the other Transaction Documents and expected benefits herefrom and therefrom are a material inducement to the willingness of the Parties to enter into and perform this Agreement and the other Transaction Documents and the transactions described herein and therein, (iii) the Parties would not have been willing to enter into this Agreement in the absence of the entrance into, performance of, and the economic interdependence of, the Transaction Documents, (iv) the execution and delivery of this Agreement and the other Transaction Documents and the rights and obligations of the parties hereto and thereto are interrelated and part of an integrated transaction being effected pursuant to the terms of this Agreement and the other Transaction Documents, (v) irrespective of the form such documents have taken, or otherwise, the transactions contemplated by this Agreement and the other Transaction Documents are necessary elements of one and the same overall and integrated transaction, (vi) the transactions contemplated by this Agreement and by the other Transaction Documents are economically interdependent and (vii) such Party will cause any of its successors or permitted assigns to expressly acknowledge and agree to this Section 9(m) prior to any assignment or transfer of this Agreement, by operation of law or otherwise.

[*Signature Pages Follow*]

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

CENTERPOINT ENERGY FIELD SERVICES LP

By: CNP OGE GP LLC,
its General Partner

By: /s/ David M. McClanahan
Name: David M. McClanahan
Title: Interim Chairman

1111 Louisiana Street
Houston, TX 77002
Attention: Chief Financial Officer
Fax: 713.207.9680
Gary.Whitlock@CenterPointEnergy.com

CENTERPOINT ENERGY RESOURCES CORP.

By: /s/ Gary L. Whitlock
Name: Gary L. Whitlock
Title: Executive Vice President and Chief Financial Officer

321 North Harvey
P.O. Box 321
Oklahoma City, Oklahoma 73101-0321
Attention: Sean Trauschke
Fax: 405.553.3760
trauscrs@oge.com

OGE ENOGEX HOLDINGS LLC

By: OGE Energy Corp., its Sole Member

By: /s/ Sean Trauschke
Name: Sean Trauschke
Title: Vice President and Chief Financial Officer

c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117
Attention: Christine M. Miller
Fax: 617.867.4698
cmiller@arclightcapital.com

ENOGEX HOLDINGS LLC

By: /s/ Robb E. Turner
Name: Robb E. Turner
Title: Vice President

OGE ENERGY CORP.
INVOLUNTARY SEVERANCE BENEFITS PLAN FOR OFFICERS

SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

(Effective May 1, 2013 Through December 31, 2014)

1. Purpose of the Plan

The purposes of the OGE Energy Corp. Involuntary Severance Benefits Plan for Officers, which shall be effective from May 1, 2013 through December 31, 2014 (this "Plan"), are:

(a) to make Severance Benefits available to eligible employees to financially assist with their transition following certain terminations of employment from OGE Energy Corp. (the "Company"), its affiliates, subsidiaries or its successors while this Plan is in effect; and

(b) to resolve any possible claims arising out of such employment, including termination, by providing eligible employees with Severance Benefits in return for a Waiver and Release from liability.

If an employee qualifies for a Severance Benefit under this Plan, payments under this Plan are voluntary on the part of the Company, and are not required by any legal obligation other than the Plan itself.

This Plan represents an amendment and restatement of all prior severance plans, practices or policies (other than individual contracts providing for severance benefits, including a Participant's May 1, 2013 Retention Agreement, if any, between the Participant and the Company) in effect with the Company or an Affiliate as of the effective time hereof with respect to the Employees (as defined below). All such prior severance plans, practices and policies are hereby superseded by this Plan, and discontinued and terminated with respect to the Employees.

2. Definitions

As used in this Plan, the following terms shall have the following meanings (and the singular includes the plural, unless the context clearly indicates otherwise):

Affiliate: (i) Each corporation, partnership or other business entity which is 50% or more owned, directly or indirectly, by the Company; (ii) the General Partner; (iii) the Partnership; and (iv) each corporation, partnership or other business entity which is 50% or more owned, directly or indirectly, by the General Partner or the Partnership.

Cause: Termination from employment due to unacceptable performance, misconduct, gross negligence, dishonesty, any violation of the policies of the Company or any Affiliates or acts detrimental to the Company, to an Affiliate or to employees, property or the reputation of the Company or an Affiliate.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time and currently embodied in Internal Revenue Code Section 4980B, which provides for continuation of group health plan coverage in certain circumstances.

COBRA Rate: The cost charged by the Company under its group health plan (within the meaning of Section 4980B(g)(2) of the Internal Revenue Code) from time to time for continuation of coverage under COBRA.

Company: OGE Energy Corp., an Oklahoma corporation, and any successor to OGE Energy Corp.

Comparable Employment: Employment with the Company or any Affiliate that (i) provides annual base salary or annualized base rate of pay not less than the Employee's Compensation, (ii) provides the opportunity to receive a bonus not less than the Employee's then target award under the STI and (iii) is at a location less than 90 miles from the principal place of employment for the Employee on the Employee's Notice Date.

Comparable Employment With Relocation: Employment with the Company or any Affiliate that (i) provides annual base salary or annualized base rate of pay not less than the Employee's Compensation, (ii) provides the opportunity to receive a bonus not less than the Employee's then target award under the STI and (iii) is at a location 90 miles or more from the principal place of employment for the Employee on the Employee's Notice Date and relocation is offered pursuant to the Company's policies.

Compensation: The Employee's annual base salary or annualized base rate of pay as of his or her Notice Date.

Disability: A disability which qualifies the Employee to receive benefits under the OGE Energy Corp. Group Long Term Disability Plan.

Eligible Employee: An Employee who meets the requirements of the second sentence of Section 3(a) of this Plan.

Employee: Any officer employee (Vice President level or assigned to salary grade level 80 or above) of the Company or one of its subsidiaries who has been seconded to the General Partner, the Partnership or one of its subsidiaries and is listed on Exhibit A hereto.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

General Partner: CNP OGE GP LLC, a Delaware limited liability company.

Master Formation Agreement: The agreement by and among the Company, OGE Energy Corp., an Oklahoma corporation, and certain other parties dated as of March 14, 2013 in which the parties have agreed through a series of transactions to contribute to the Partnership and another entity all of their respective ownership interests in certain assets.

Notice: The written notice provided to an Employee under Section 3(a) stating that the employment of the Employee will be terminated and the Employee is eligible for participation in this Plan.

Notice Date: The date on which an Employee receives a Notice.

Participant: An Eligible Employee who meets the requirements set forth in Section 3(b) of this Plan.

Partnership: CenterPoint Energy Field Services LP, a Delaware limited partnership, formed pursuant to the Master Formation Agreement.

Plan: This OGE Energy Corp. Involuntary Severance Benefits Plan for Officers, effective May 1, 2013 through December 31, 2014.

Plan Administrator: The Benefits Committee appointed by the Board of Directors of the Company.

Retirement Plan: The OGE Energy Corp. Retirement Plan, as Amended and Restated Effective January 1, 2008, and as thereafter amended.

Savings Plan: The OGE Energy Corp. Employees' Stock Ownership and Retirement Savings Plan, as Amended and Restated Effective January 1, 2008, and as thereafter amended.

Service: As defined in the Retirement Plan; provided, however, that solely for purposes of Section 4(a), six months or more of Service shall constitute a full year of Service and less than six months of Service shall not constitute a year of Service (except in the event an Employee has a total of less than six months of Service, in which case the Employee shall be deemed to have one year of Service).

Severance Benefits: Benefits described in Sections 4 and 5 below.

Severance Period: The period of time, commencing as of the Participant's Termination Date, equal to the total number of weeks used to calculate a Participant's aggregate cash Severance Benefit under Section 4(a) hereof.

STI: The OGE Energy Corp. 2008 Annual Incentive Plan or any successor plan adopted by the Company (including the OGE Energy Corp. 2013 Annual Incentive Plan), as in effect from time to time for each Eligible Employee participating in such plan on his or her Termination Date and the OGE Energy Team$hare Plan, as in effect from time to time, for all other Eligible Employees.

Termination Date: The last day on which an Employee is carried on the payroll of the Company or an Affiliate and has a "separation from service" within the meaning of Section 409A of the Internal Revenue Code.

Waiver and Release: The legal document in which an Employee, in exchange for Severance Benefits under this Plan, among other things, releases the Company and all of the Affiliates, their directors, officers, employees and agents, their employee benefit plans, and the fiduciaries and agents of said plans from liability and damages in any way related to the Employee's employment with or separation from employment with the Company or any Affiliate.

Weekly Compensation: The Employee's Compensation divided by 52.

3. Participation

(a) Eligible Employees

An Eligible Employee shall be eligible to become a Participant in this Plan and to receive Severance Benefits. An Eligible Employee is an Employee whose employment with the Company and all Affiliates is terminated by the Employee's employer for reasons other than death, Disability or Cause during the period commencing on May 1, 2013 and ending on December 31, 2014; provided, that an Employee will not become or continue to be an Eligible Employee and ***no*** Severance Benefits will be paid if:

(i) the Employee dies, incurs a Disability or voluntarily terminates employment prior to the Termination Date scheduled in his or her Notice, or fails to continue to perform the duties of his or her employment through such Termination Date;

(ii) this Plan is amended in a way that makes the Employee ineligible to participate or the Employee's employment is terminated for Cause or due to death or Disability before the Employee has returned an executed Waiver and Release as described in Section 3(b) below;

(iii) the Employee fails to return all property and materials of his or her employer to his or her supervisor or other appropriate employer representative as of his or her Termination Date;

(iv) during the period beginning on the Employee's Notice Date and ending on the Employee's Termination Date, the Employee is offered Comparable Employment; or

(v) the Employee accepts any offer of employment with the Company or an Affiliate before his or her Termination Date.

Eligible Employees shall receive a Notice regarding their employment termination, which shall advise them of their scheduled Termination Date, and shall be given a form of Waiver and Release in the manner described in Section 3(b).

(b) Participants

In order to become a Participant, an Eligible Employee must meet the following requirements: (i) on or after (not before) the Employee's Termination Date, the Eligible Employee must execute (and return to the Plan Administrator or the person designated by the Plan Administrator) the Waiver and Release; (ii) the Eligible Employee must not revoke his or her Waiver and Release within 7 days after signing it; and (iii) the Eligible Employee must not be disqualified from receiving Severance Benefits pursuant to the provisions of the proviso to the second sentence of Section 3(a) above. Notwithstanding the foregoing, the deadline for executing and returning the Waiver and Release shall be extended through 5:30 p.m. on the 50th day following the date that the Eligible Employee receives the Waiver and Release pursuant to Section 3(a) if that 50th day is after the Eligible Employee's Termination Date. The Waiver and Release will be provided to the Eligible Employee no later than the 10th day following the Eligible Employee's Termination Date. **Each Eligible Employee is hereby advised to consult an attorney before signing a Waiver and Release.**

4. Cash Severance Benefit

(a) An Eligible Employee who qualifies as a Participant under Section 3 and who has not received an offer of Comparable Employment With Relocation as of his or her Termination Date shall be entitled to a lump-sum cash Severance Benefit in an amount equal to fifty-two (52) weeks of the Participant's Weekly Compensation. An Eligible Employee who qualifies as a Participant under Section 3 and who has received and declined an offer of Comparable Employment With Relocation as of his or her Termination Date shall be entitled to a lump-sum cash Severance Benefit in an amount equal to two (2) weeks of the Participant's Weekly Compensation multiplied by the number of full years of Service credited to the Participant as of his or her Termination Date, provided that (i) such cash Severance Benefit shall not be less than Twelve (12) weeks of the Participant's Weekly Compensation nor more than thirty-six (36) weeks of the Participant's Weekly Compensation and (ii) if the Participant previously received a severance payment from the Company or any Affiliate based upon previous Service, then such previous Service will not be included in the calculation of the lump-sum cash Severance Benefit.

(b) An Eligible Employee who qualifies as a Participant under Section 3 and who has not received an offer of Comparable Employment With Relocation as of his or her Termination Date shall be entitled to an additional lump-sum cash Severance Benefit in an amount equal to such Participant's target award under the STI. An Eligible Employee who qualifies as a Participant under Section 3 and who has received and declined an offer of Comparable Employment With Relocation as of his or her Termination Date shall be entitled to an additional lump-sum cash

Severance Benefit in an amount equal to such Participant's target award under the STI, if any, adjusted on a pro rata basis based on the number of months the Participant was actually employed during such plan year. If a Participant receives a payment under this Section 4(b), such payment shall be in lieu of, and not in addition to any other benefits under the STI.

(c) A cash Severance Benefit calculated pursuant to Sections 4(a) and (b) for a Participant shall be reduced by the amount of any cash compensation payable to the Participant by the Company or an Affiliate on account of the termination of the Participant's employment, pursuant to (i) a written employment agreement with the Company or an Affiliate, (ii) another severance plan or program of the Company or an Affiliate, or (iii) any other obligation, whether by contract, applicable law, or otherwise of the Company or any other individual or entity to provide a payment to such Participant in the event of an involuntary termination of such Participant's employment with the Company, excluding the Participant's May 1, 2013 Retention Agreement, if any, between the Participant and the Company.

(d) Notwithstanding the foregoing, the amount of any lump-sum cash Severance Benefit otherwise payable to a Participant shall be reduced by any monies owed by the Participant to the Company (or an Affiliate), including, but not limited to, any overpayments made to the Participant by the Company (or an Affiliate) and the balance of any loan by the Company (or an Affiliate) to the Participant that is outstanding at the time that the cash Severance Benefit is paid.

5. Continuation of Other Benefits

In addition to the cash Severance Benefit provided in Section 4 above, a Participant shall be entitled to the following benefits:

(a) Medical/Dental/Vision Plan Benefits

For the applicable period required by COBRA, a Participant shall be entitled to continue the medical, dental and vision plan coverage in effect for active employees during such period if the Participant is eligible for and timely elects continuation of such coverage in accordance with COBRA. The Participant shall pay the active employee rate for coverage during the Severance Period and thereafter the full COBRA Rate with respect to such coverage. The eligibility of the Participant to continue such coverage at both the active employee rate and full COBRA Rate shall not exceed a period of eighteen (18) months unless a longer period is required by COBRA. Such benefits shall be governed by and subject to (i) the terms and conditions of the plan documents providing such benefits, including the reservation of the right to amend or terminate such benefits under those plan documents at any time, and (ii) the provisions of COBRA. The period of coverage provided under this Section 5(a) shall be included in the Participant's COBRA continuation coverage period.

Notwithstanding anything in the Company's retiree medical plan to the contrary, a Participant, other than a Participant who received and declined an offer of Comparable Employment With Relocation as of his or her Termination Date, who will (i) attain age 55 on or before May 1, 2018 and (ii) is a "Grandfathered Participant" under the Retirement Plan, shall be eligible to enroll in the Company's retiree medical plan during the ninety (90)-day period commencing on the date the Participant actually attains age 55, provided that such Participant shall receive no additional service credit under such plan after his or her Termination Date.

(b) Outplacement

A Participant who has not received an offer of Comparable Employment With Relocation as of his or her Termination Date shall be entitled to receive outplacement services appropriate to the Participant's position with the Company or an Affiliate on his or her Termination Date for a maximum of nine (9) months following the Participant's Termination Date, as determined in the sole discretion of the Plan Administrator. The Participant must initiate the outplacement services within sixty (60) days of the Participant's Termination Date. The Participant shall not be entitled to a cash payment in lieu of such outplacement services.

Outplacement services will be provided by Gabbard & Company P.C., 6305 Waterford Boulevard, Suite 220, Oklahoma City, Oklahoma 73118.

(c) Life Insurance and Accidental Death and Dismemberment Insurance Benefits

The Participant's coverage under the Company's Group Life and AD&D Plan shall cease on the last day of the month in which his or her Termination Date occurs. For information on conversion rights, if any, the Participant needs to contact MetLife at (877) 275-6387 to make arrangements.

(d) Savings Plan and Retirement Plan Benefits

(i) Savings Plan

The Participant shall be entitled to his or her vested account balance under the Savings Plan, in accordance with the provisions of the Savings Plan.

(ii) Retirement Plan

The Participant shall be entitled to his or her vested benefit, if any, under the Retirement Plan, in accordance with the provisions of the Retirement Plan. Notwithstanding anything in the Retirement Plan to the contrary, a Participant, other than a Participant who received and declined an offer of Comparable Employment With Relocation as of his or her Termination Date, who is a "Grandfathered Participant" entitled to receive a Retirement Benefit (as such term is defined in the Retirement Plan) under Section 5.2 of the Retirement Plan as of his or her Termination Date, and

who has attained at least 70 Points (as such term is defined in the Retirement Plan) as of his or her Termination Date shall be deemed eligible to receive an unreduced Retirement Benefit pursuant to Section 5.3(a) of the Retirement Plan, as if he or she has at least 80 Points or has attained age 62 on his Termination Date. In no event shall the Participant receive additional Credited Service (as such term is defined in the Retirement Plan) beyond his or her Termination Date for purposes of calculating his or her Retirement Benefit under the Retirement Plan.

(e) LTD Benefits

The Participant's coverage under the Company's Group Long Term Disability Plan shall cease on the Participant's Termination Date.

(f) Unemployment Compensation

To obtain unemployment compensation, a Participant must apply with, and satisfy the eligibility requirements of the appropriate state agency.

(g) Flexible Spending Account ("FSA")

A Participant's rights under the Company's Health Care Reimbursement Plan and Dependent Care Reimbursement Plan shall be governed by the provisions of those plans and, with respect to the Health Care Reimbursement Plan, the provisions of COBRA.

(h) Employee Assistance Program

The Participant's coverage under the Company's Employee Assistance Program shall be governed by the provisions of that program and the provisions of COBRA.

(i) Educational Assistance Program

The Participant shall be entitled to be reimbursed at appropriate rates for all previously approved courses in which he or she is enrolled as of his or her Termination Date and which are satisfactorily completed in accordance with the Company's educational assistance program in effect as of his or her Termination Date.

(j) All Other Benefit Plans or Programs

A Participant's participation in all other employee benefit plans and/or programs at the Company and the Affiliates shall cease as of his or her Termination Date, subject to the terms and conditions of the governing documents of those employee benefit plans and/or programs.

6. Confidential and Proprietary Business Information & Nonsolicitation Obligations

Notwithstanding any provision of this Plan to the contrary, an Employee's entitlement to the Severance Benefits provided for under this Plan shall be fully subject to the provisions of the Waiver and Release regarding confidential and proprietary business information and non-solicitation, and the Company and the Affiliates shall be entitled to take all actions specified in the Waiver and Release with respect to an Employee who fails to comply with those provisions.

7. Unemployment; Taxes

Payments under this Plan will not be reduced because of any unemployment benefits an Employee may be eligible to receive under applicable federal or state unemployment laws. Any required income tax withholding, FICA (Social Security) taxes and other withholdings shall be deducted from any benefit paid under this Plan.

8. When the Severance Benefits Will be Paid

Within sixty (60) days following a Participant's Termination Date and provided that the Participant timely returns an executed Waiver and Release (without having timely revoked it): (a) the Participant's cash Severance Benefits described in Section 4 will be paid to the Participant in a single lump sum; and (ii) if the Participant initiates such services, the outplacement services described in Section 5(b) will commence. If the sixty (60) days crosses into the next calendar year, the cash Severance Benefits described in Section 4 will be paid in the next calendar year. A Participant receiving Severance Benefits shall not be considered an employee of the Company or any Affiliate for any purpose after his or her Termination Date, nor shall any cash Severance Benefits be considered for purposes of computing benefits under or making contributions to any employee benefit plan maintained by the Company or any Affiliate.

If a Participant dies after his or her Termination Date and after timely executing the Waiver and Release (without having timely revoked it) but before receiving his or her cash Severance Benefits, such cash Severance Benefits will instead be paid (a) to the Participant's beneficiary (or beneficiaries) designated under the Company's life insurance plan covering the Participant on his or her Termination Date, or (b) if no beneficiary is designated or living, to the executor of the Participant's estate, in each case in a lump sum as soon as practicable after the date of the Participant's death.

Payment of the Severance Benefits described in Section 5 shall be made in accordance with the provisions of the governing plan documents and the applicable policies of the Company or the Affiliates, as applicable.

9. Non-Assignment of Severance Benefits

No benefit under this Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, voluntary or involuntary, by operation of law or otherwise, and any attempt at such a transaction shall be void. Also, no benefit under this Plan shall be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to it. Notwithstanding the foregoing, the amount of any cash Severance Benefit otherwise due to a Participant shall be reduced by any monies owed by the Participant to the Company (or an Affiliate) as provided in Section 4 hereof.

10. Plan Amendment and Termination

The Company may at any time amend or terminate this Plan, provided that the Severance Benefits payable under this Plan to a Participant who has timely returned (and has not thereafter revoked) a signed Waiver and Release and has otherwise met all of the requirements for Severance Benefits hereunder (other than the expiration of the Waiver and Release revocation period) before this Plan is amended or terminated shall not be adversely affected. Any amendment or termination shall be set out in an instrument in writing and executed by an appropriate officer of the Company.

11. Making A Claim

How to Submit a Claim

If Severance Benefits due under this Plan have not been provided within the time frame specified in Section 8, a Participant or his or her authorized and designated representative (collectively, the "Applicant") must request those benefits in writing from the Plan Administrator. Such application shall set forth the nature of the claim and any other information that the Plan Administrator may reasonably request. The Plan Administrator shall notify the Applicant of the benefits determination within a reasonable time after receipt of the claim, such time not to exceed ninety (90) days unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished to the Applicant prior to the end of the initial ninety (90)-day period. In no event shall such an extension exceed a period of ninety (90) days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time, and the date by which a final decision is expected to be rendered.

Notice of a claim denial, in whole or in part, shall be set forth in a written or electronic notice in a manner calculated to be understood by the applicant and shall contain the following:

(a) the specific reason or reasons for the denial; and

(b) specific reference to the pertinent Plan provisions on which the denial is based; and

(c) a description of any additional material or information necessary for the Applicant to perfect the claim and an explanation of why such material or information is necessary; and

(d) an explanation of the Plan's claims review procedure, the time limits applicable to such procedures, and a statement of the Participant's rights following an adverse benefit determination on review, including a statement of an Applicant's right to file a lawsuit under ERISA if the claim is denied on appeal.

An Applicant shall be given timely written notice of the time limits set forth herein for determinations on claims, appeal of claim denial and decisions on appeal.

Claims Review Procedure

If a written claim results in a claim denial, either in whole or in part, the Applicant has the right to appeal. The appeal must be in writing. The administrative process for appealing a claim is as follows:

Upon receipt of a claim denial, an Applicant may send a written request, including any additional information supporting the claim, for reconsideration to the Plan Administrator within sixty (60) days of receiving notification that the claim is denied. Upon review, the Plan Administrator will consider all comments, documents, records, and other information submitted by the Participant related to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator shall render a decision no later than the date of its regularly scheduled meeting next following receipt of a request for review, except that a decision may be rendered no later than the second such meeting if the request is received within thirty (30) days of the first meeting. The Applicant may request a formal hearing before the Plan Administrator which the Plan Administrator may grant in its discretion. Notwithstanding the foregoing, under special circumstances which require an extension of time for rendering a decision (including, but not limited to, the need to hold a hearing), the decision may be rendered not later than the date of the third regularly scheduled Plan Administrator meeting following the receipt of the request for review. If such an extension is required, the Applicant will be advised in writing before the extension begins.

The Plan Administrator will provide written or electronic notice of its final determination. If the claim is denied in whole or part, such notice, which shall be written or electronic in a manner calculated to be understood by the Applicant, will include:

(a) the specific reason(s) for the denial; and

(b) the specific provision(s) of the Plan on which the denial is based; and

(c) a statement that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits (as described above); and

(d) a statement describing any voluntary appeal procedures offered by the Plan and the Applicant’s right to obtain further information about any such procedures; and

(e) a statement of the Applicant’s right to file a lawsuit under ERISA.

An appeal will not be considered if it is not filed within the applicable period of time.

At any stage in the appeals process, the Applicant may review and obtain copies of documents, including this Plan document, records, and other information relating to the Applicant's entitlement to such benefit, and submit issues, comments, and records relating to the claim in writing.

The Participant Must File a Claim Under the Plan's Claims Procedure

No action at law or in equity shall be brought to recover benefits under this Plan prior to the date the Applicant has exhausted the administrative process of appeal available under this Section of the Plan. Benefits under this Plan will only be paid if the Plan Administrator decides, in its discretion, that an Applicant is entitled to them.

12. Section 409A

The Severance Benefits paid or made available under this Plan are intended to be exempt from Section 409A of the Internal Revenue Code and this Plan shall be construed and interpreted and operated consistent with such intent. All reimbursements and in-kind benefits provided pursuant to this Plan shall be made in accordance with Treasury Regulation § 1.409A-3(i)(1)(iv) such that any reimbursements or in-kind benefits will be deemed payable at a specified time or on a fixed schedule relative to a permissible payment event. Specifically, (a) the amounts reimbursed and in-kind benefits provided under this Plan, other than total reimbursements that are limited by a lifetime maximum under a group health plan, during the Participant's taxable year may not affect the amounts reimbursed or in-kind benefits provided in any other taxable year, (b) the reimbursement of an eligible expense shall be made on or before the last day of Participant's taxable year following the taxable year in which the expense was incurred, and (c) the right to reimbursement or an in-kind benefit is not subject to liquidation or exchange for another benefit.

13. Employee Rights

As a potential participant in this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants under ERISA plans (like this Plan) shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including (when applicable) insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including (when applicable) insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan Administrator and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with this Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse this Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

14. Plan Document Controls

In the event of any inconsistency between this Plan document and any other communication regarding this Plan, this Plan document controls.

15. Controlling Law

This Plan is an employee welfare benefit plan under ERISA. This Plan and the Waiver and Release shall be interpreted under ERISA and the laws of the State of Oklahoma, without reference to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction, to the extent that state law is applicable.

16. General Information

Plan Sponsor: OGE Energy Corp., 321 N. Harvey Avenue, Oklahoma City, Oklahoma, 73102; (405) 553-3000.

Employer Identification Number of Plan Sponsor: 73-1481638.

Plan Number: **[511].**

Plan Year: The plan year for reporting to governmental agencies and employees shall be the calendar year.

Plan Administrator: The Benefits Committee, OGE Energy Corp., 321 N. Harvey Avenue, Oklahoma City, Oklahoma, 73102; (405) 553-3000.

The Plan Administrator is responsible for the operation and administration of this Plan. The Plan Administrator is authorized to construe and interpret this Plan, and its decisions shall be final and binding. The Plan Administrator shall make all reports and disclosures required by law.

Agent for Service of Legal Process: Corporate Secretary, OGE Energy Corp., 321 N. Harvey Avenue, Oklahoma City, Oklahoma, 73102; (405) 553-3000.

Plan Duration: May 1, 2013 through December 31, 2014.

Source of Benefits: Payments due under this Plan shall be made by the Company or an Affiliate designated by the Company from the paying employer's general assets.

IN WITNESS WHEREOF, OGE Energy Corp. has executed these presents as evidenced by the signature of its officer affixed hereto, in a number of copies, all of which shall constitute but one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, this 26th day of July, 2013.

OGE ENERGY CORP.

By: /s/ Peter B. Delaney
Peter B. Delaney
Chief Executive Officer

OGE ENERGY CORP.
INVOLUNTARY SEVERANCE BENEFITS PLAN FOR OFFICERS

SUMMARY PLAN DESCRIPTION AND PLAN DOCUMENT

(Effective May 1, 2013 Through December 31, 2014)

RETENTION AGREEMENT

THIS RETENTION AGREEMENT (this "***Agreement***"), effective as of October 24, 2013 (the "***Effective Date***"), by and between OGE Enogex Holdings, LLC (the "***Company***"), an Oklahoma limited liability company and wholly owned subsidiary of OGE Energy Corp., an Oklahoma corporation ("***OGE***"), and E. Keith Mitchell (the "***Employee***").

W I T N E S S E T H:

WHEREAS, the Employee is employed by the Company; and

WHEREAS, the Employee has been seconded to Enable Midstream Partners, LP or one its subsidiaries (the "***Partnership***"); and

WHEREAS, the Company desires to encourage the Employee to continue his employment with the Company or any Successor Employer (as defined below), and the Employee desires to remain in the employ of the Company or any Successor Employer during the Retention Period (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Employee agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meanings provided below:

"***Affiliate***" of a person shall mean each corporation, partnership, limited liability company, or other business entity which is 50% or more owned, directly or indirectly, by the person specified.

"***Cause***" shall mean the termination from employment due to: (i) unacceptable performance, misconduct, gross negligence, dishonesty, acts detrimental or destructive to the Company, any Successor Employer or the Company's or a Successor Employer's employees or property or (ii) any violation of the policies of the Company or any Successor Employer.

"***Disability***" shall mean disability within the meaning of OGE's Long Term Disability Plan.

"***Retention Benefit***" shall mean the benefit described in Section 2(a) herein.

"***Retention Period***" shall mean the period commencing on the Effective Date and ending on January 2, 2016.

"***Successor Employer***" shall mean any of the Partnership, any Affiliate of the Partnership, the general partner of the Partnership, or any Affiliate of the general partnership who becomes the employer of the Employee after the Effective Date.

"***Vesting Date***" shall have the meaning set forth in Section 2(a) herein.

"***Waiver and Release***" shall mean the legal document, in a form substantially similar to the form attached hereto as Exhibit A, in which the Employee, in exchange for the Retention Benefit, among other things, releases, among other parties, OGE, the Company and any Successor Employer, and their respective Affiliates, their directors, officers, employees and agents, their employee benefit plans, and the fiduciaries and agents of said plans from liability and damages in any way related to the Employee's employment with or separation from employment with the Company and any Successor Employer and any of their respective Affiliates.

2. Retention Benefit.

(a) If the Employee (A) is continuously employed by the Company or a Successor Employer as of the last day of the Retention Period, (B) is terminated by the Company or a Successor Employer without Cause prior to the end of the Retention Period or (C) ceases to be employed by the Company or a Successor Employer prior to the end of the Retention Period due to the Employee's death or Disability (in each case, the "***Vesting Date***"), then, subject to Section 2(b), the Employee shall be eligible for a Retention Benefit equal to $500,000.00**.**

(b) If the Employee is eligible for a Retention Benefit as provided in:

(i) Clause (A) or Clause (C) in Section 2(a) above, then the Employee (or the Employee's estate, as applicable) will be paid the Retention Benefit in a lump sum cash payment within 10 days after the end of the Vesting Date; or

(ii) Clause (B) in Section 2(a) above, then, provided that the Employee timely executes and returns to the Company a Waiver and Release not later than 50 days following the Vesting Date, and the Employee does not revoke such Waiver and Release during the seven-day revocation period beginning on the date of execution of the Waiver and Release (the "***Revocation Period***"), the Employee will be paid the Retention Benefit in a lump sum cash payment not later than the 60th day following the Vesting Date. If the Employee fails to timely execute and return a Waiver and Release to the Company or revokes a timely executed and returned Waiver and Release during the Revocation Period, then the Employee shall not be entitled to, and shall forfeit any and all right to, the Retention Benefit under this Agreement.

(c) If the Employee's employment is terminated during the Retention Period and prior to the Vesting Date (i) by the Company or a Successor Employer for Cause or (ii) by the Employee other than due to death or Disability, then the Employee shall forfeit any or all rights to receive the Retention Benefit. In addition and for clarity, if during the Retention Period, unless approved in advance by the Chief Executive Officer of OGE, the Employee transfers to a new position within the Company or with OGE or any of its Affiliates other than the Partnership or the general partner of the partnership, then the Employee shall forfeit any or all rights to receive the Retention Benefit as of such transfer date.

3. Waiver and Release.

Notwithstanding any provision herein to the contrary, if the Employee is eligible for the Retention Benefit under Clause (B) of Section 2(a) due to his employment being terminated by the Company or a Successor Employer without Cause prior to the end of the Retention Period, then the Employee hereby acknowledges and accepts that the payment or receipt of any benefits under this Agreement shall be contingent upon, and subject to, the Employee's timely and valid execution and return of the Waiver and Release within the period described in Section 2 and the expiration of the Revocation Period without the Employee's revocation of such Waiver and Release during such period.

4. Withholding.

The Company or any Successor Employer may withhold from any benefits payable under this Agreement all federal, state, city or other taxes and any other withholding as may be required pursuant to any law or governmental regulation or ruling.

5. No Employment Agreement.

Nothing in this Agreement shall give the Employee any rights to (or impose any obligations for) continued employment by the Company or any Successor Employer, nor shall it give the Employee any rights (or impose any obligations) with respect to continued performance of duties by the Employee. No provision of the Agreement shall be construed to affect the employment-at-will relationship between the Company and Employee or between any Successor Employer and the Employee. The employment relationship may be terminated at any time by the Company, any Successor Employer, or the Employee.

6. No Assignment; Successors.

The Employee's right to receive payments or benefits hereunder shall not be assignable or transferable, whether by pledge, creation of a security interest or otherwise, whether voluntary, involuntary, by operation of law or otherwise, other than a transfer by will or by the laws of descent or distribution, and in the event of any attempted assignment or transfer contrary to this Section 6, the Company or any Successor Employer shall have no liability to pay any amount or provide any Retention Benefit so attempted to be assigned or transferred. This Agreement shall inure to the benefit of and be enforceable by the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

This Agreement shall be binding upon and inure to the benefit of the Company's and any Successor Employer's assigns including, without limitation, any company into or with which the Company or any Successor Employer may merge or consolidate by operation of law or otherwise.

7. Entire Agreement.

This Agreement represents the entire agreement between the Company and the Employee with respect to the subject matter herein, and supersedes and is in full substitution for any and all prior agreements or understandings, whether oral or written, relating to the subject matter herein, except as otherwise provided in Section 8 herein.

8. Other Benefits.

The Retention Benefit shall be payable in addition to, and not in lieu of, all other accrued or vested or earned compensation, rights, options or other benefits that may be owed to the Employee upon or following the Employee's termination of employment, including, but not limited to, accrued but unpaid vacation pay, amounts or benefits payable under any retirement plan, bonus, savings or other compensation plan, stock incentive plan, life insurance plan, health plan, or disability plan or any amounts otherwise payable to Employee under the OGE Energy Corp. Involuntary Severance Benefits Plan for Officers. In addition and for the avoidance of doubt, if the Employee's employment terminates, he shall receive a cash payment, subject to applicable withholding, for his accrued but unpaid vacation pay as of his date of termination in accordance with the Company's or any Successor Employer's vacation policy.

9. Modification of Agreement.

Any modification of this Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company or OGE and the Employee.

10. Governing Law; Consent to Jurisdiction and Venue.

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts between residents of that State and executed in and to be performed in that State. The Employee agrees and consents to the exclusive jurisdiction and venue of the state and federal courts located in Oklahoma County, Oklahoma for the resolution of any action brought to enforce the terms of this Agreement.

11. Severability.

If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

12. Section 409A.

The payments to be made pursuant to this Agreement are intended to be "short-term deferrals" exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and this Agreement shall be construed and interpreted accordingly.

13. Attorney Fees.

If the Company is required to file suit and incur attorney fees and costs to recover from Employee any money due and owing pursuant to this Agreement, Employee agrees to pay attorney fees and expenses incurred by the Company in any such action.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Employee has hereunto set his hand as of the 24th day of October 2013.

OGE Enogex Holdings, LLC.

By: /s/ Peter B. Delaney
Peter B. Delaney
Chief Executive Officer
for OGE Energy Corp. in its capacity as sole
parent company of OGE Enogex Holdings, LLC

Accepted and Agreed to by:

/s/ E. Keith Mitchell
E. Keith Mitchell

EXHIBIT A

WAIVER AND RELEASE

In exchange for the payment to me of the Retention Benefit described in Section 2 of the Retention Agreement between the Company and me, effective as of October 24, 2013 (the "Agreement"), which I understand is incorporated herein by reference, which is in addition to any remuneration or benefits to which I am already entitled, I agree to waive all of my claims against and release (i) OGE Energy Corp. and its predecessors, successors and assigns (collectively referred to as the "Company"), (ii) all of the affiliates (including, but not limited to, OGE Enogex Holdings LLC, Enable Intrastate Holdings II LLC, Enable Oklahoma Intrastate LLC, Enable Gathering and Processing LLC, Enable Energy Resources LLC, Enable Atoka LLC, Enable Gas Gathering LLC, Enable Products LLC, Atoka Midstream LLC, Roger Mills Gas Gathering, LLC and all wholly or partially owned subsidiaries) of the Company and their predecessors, successors and assigns (collectively referred to as the "Company Affiliates") and (iii) the Company's and Company Affiliates' directors and officers, employees and agents, insurers, employee benefit plans and the fiduciaries and agents of the foregoing (collectively, with the Company and Company Affiliates, referred to as the "Corporate Group") from any and all claims, demands, actions, liabilities and damages arising out of or relating in any way to my employment with or separation from the Company or the Company Affiliates. All payments under the Agreement are voluntary and are not required by any legal obligation other than the Agreement itself.

I understand that signing this Waiver and Release is an important legal act. I understand that I shall have 50 days to decide whether to sign this Waiver and Release and be bound by its terms. I understand that, in order to be eligible for the Retention Benefit under the Agreement, I must sign and return this Waiver and Release to J. Brent Hagy, Deputy General Counsel and Corporate Secretary, Enable Midstream Partners, LP, One Leadership Square, 211 North Robinson Avenue, Suite 950, Oklahoma City, Oklahoma 73102. I further understand that I have the right to revoke or cancel this Waiver and Release within seven days after I have signed it. This cancellation or revocation can be accomplished by delivery of a written notification to Mr. Hagy (at the foregoing address). In the event that this Waiver and Release is canceled or revoked, the Company shall have no obligation to furnish the payment described in this Waiver and Release. I acknowledge that I have been advised in writing to consult with an attorney prior to signing this Waiver and Release and have had an adequate opportunity to seek advice of my own choosing. I acknowledge that I have read this Waiver and Release, have had an opportunity to ask questions and have it explained to me and that I understand that this Waiver and Release will have the effect of knowingly and voluntarily waiving any action I might pursue, including breach of contract, personal injury, retaliation, discrimination on the basis of race, age, gender, national origin, religion, veteran status, or disability and any other claims arising prior to the date of this Waiver and Release. I acknowledge that I have been given at least 50 days to consider whether to execute this Waiver and Release.

In exchange for the payment to me of the Retention Benefit pursuant to the Agreement, which is in addition to any remuneration or benefits to which I am already entitled, (1) I agree not to sue in any local, state and/or federal court or to file a grievance regarding or relating in any way to my employment with or separation from the Company or the Company Affiliates, and (2) I knowingly and voluntarily waive all claims and release the Corporate Group from any and all claims, demands, actions, liabilities, and damages, whether known or unknown, arising out of or relating in any way to my employment with or separation from the Company or the Company Affiliates, except to the extent that my rights are vested under the terms of employee benefit plans sponsored by the Company or the Company Affiliates and except with respect to such rights or claims as may arise after the date this Waiver and Release is executed. This Waiver and Release includes, but is not limited to, claims and causes of action under: Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Age Discrimination in Employment Act of 1967, as amended, including the Older Workers Benefit Protection Act of 1990 ("ADEA"); the Civil Rights Act of 1866, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990 ("ADA"); the Energy Reorganization Act, as amended, 42 U.S.C. § 5851; the Workers Adjustment and Retraining Notification Act of 1988; the Pregnancy Discrimination Act of 1978; the Employee Retirement Income Security Act of 1974, as amended; the Family and Medical Leave Act of 1993; the Fair Labor Standards Act; the Occupational Safety and Health Act; Executive Order 11246, the Oklahoma Anti-Discrimination Act, the Oklahoma Minimum Wage Act, retaliation claims under the Oklahoma Workers' Compensation Act and the Oklahoma Civil Rights Act or any state or federal anti-discrimination, consumer protection and/or trade practices act, and all amendments to each such Act as well as the regulations issued thereunder; claims in connection "whistle blower" statutes; and/or contract, tort, defamation, slander, wrongful termination or any other state or federal regulatory, statutory or common law. Further, I expressly represent that no promise or agreement which is not expressed in the Agreement or this Waiver and Release has been made to me in executing this Waiver and Release, and that I am relying on my own judgment in executing this Waiver and Release, and that I am not relying on any statement or representation of any member of the Corporate Group or any of their agents. I agree that this Waiver and Release is valid, fair, adequate and reasonable, is with my full knowledge and consent, was not procured through fraud, duress or mistake and has not had the effect of misleading, misinforming or failing to inform me. I acknowledge and agree that the Company will withhold any taxes required by federal or state law from the Retention Benefit otherwise payable to me and that the Retention Benefit otherwise payable to me shall be reduced by any monies owed by me to the Company (or a Company Affiliate), including, but not limited to, any overpayments made to me by the Company (or a Company Affiliate) and the balance of any loan by the Company (or a Company Affiliate) to me that is outstanding at the time that the Retention Benefit is paid.

I acknowledge that payment of the Retention Benefit pursuant to the Agreement is not an admission by any member of the Corporate Group that they engaged in any wrongful or unlawful act or that any member of the Corporate Group violated any federal or state law or regulation. I understand that nothing herein is intended to prohibit, restrict or otherwise discourage me or any other individual from making reports of unsafe, wrongful or illegal conduct to any agency or branch of the local, state or federal government, including law enforcement authorities, public utility commissions, energy regulatory commissions, the SEC, the CFTC, or any other lawful authority. I acknowledge that no member of the Corporate Group has promised me continued employment or represented to me that I will be rehired in the future. I acknowledge that my employer and I contemplate an unequivocal, complete and final dissolution of my employment relationship. I acknowledge that this Waiver and Release does not create any right on my part to be rehired by any member of the Corporate Group and I hereby waive any right to future employment by any member of the Corporate Group.

I have returned or I agree that I will return immediately, and maintain in strictest confidence and will not use in any way, any confidential and proprietary business information or other nonpublic information or documents relating to the business and affairs of the Corporate Group. For the purposes of this Waiver and Release, "confidential and proprietary business information" shall mean any information concerning any member of the Corporate Group or their business which I learn or develop during my employment and which is not generally known or available outside of the Corporate Group. Such information, without limitation, includes information, written or otherwise, regarding any member of the Corporate Group's earnings, expenses, material sources, equipment sources, customers and prospective customers, business plans, strategies, practices and procedures, prospective and executed contracts and other business arrangements. I acknowledge and agree that all records, papers, reports, computer programs, strategies, documents (including, without limitation, memoranda, notes, files and correspondence), opinions, evaluations, inventions, ideas, technical data, products, services, processes, procedures, and interpretations that are or have been produced by me or any employee, officer, director, agent, contractor, or representative of any member of the Corporate Group, whether provided in written or printed form, or orally, all comprise confidential and proprietary business information. I agree that for a period of one year following my termination with the Corporate Group that I will not: (a) solicit, encourage or take any action that is intended, directly or indirectly, to induce any other employee of the Corporate Group to terminate employment with the Corporate Group; (b) interfere in any manner with the contractual or employment relationship between the Corporate Group and any other employee of the Corporate Group; and (c) use any confidential information to directly, or indirectly, solicit any customer of the Corporate Group. I understand and agree that in the event of any breach of the provisions of this paragraph, or threatened breach, by me, any member of the Corporate Group may, in their discretion, discontinue any or all payments provided for in the Agreement and recover any and all payments already made and any member of the Corporate Group shall be entitled to apply to a court of competent jurisdiction for such relief by way of specific performance, restraining order, injunction or otherwise as may be appropriate to ensure compliance with these provisions. Should I be contacted or served with legal process seeking to compel me to disclose any such information, I agree to notify J. Brent Hagy, Deputy General Counsel and Corporate Secretary (at the address provided above) immediately, in order that the Corporate Group may seek to resist such process if they so choose. If I am called upon to serve as a witness or consultant in or with respect to any potential litigation, litigation, arbitration, or regulatory proceeding, I agree to cooperate with the Corporate Group to the full extent permitted by law, and the Corporate Group agrees that any such call shall be with reasonable notice, shall not unnecessarily interfere with my later employment, and shall provide for payment for my time and costs expended in such matters.

Should any of the provisions set forth in this Waiver and Release be determined to be invalid by a court, agency or other tribunal of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of other provisions of this Waiver and Release. I acknowledge that this Waiver and Release and the Agreement set forth the entire understanding and agreement between me and the Company or any other member of the Corporate Group concerning the subject matter of this Waiver and Release and supersede any prior or

contemporaneous oral and/or written agreements or representations, if any, between me and the Company or any other member of the Corporate Group. I understand that for a period of 7 calendar days following the date I sign this Waiver and Release, I may revoke my acceptance of the offer in which case the Waiver and Release will not become effective. In the event I revoke my acceptance of this offer, I shall not be entitled to the Retention Benefit under the Agreement. I understand that failure to revoke my acceptance of the offer within 7 calendar days following the date I sign this Waiver and Release will result in this Waiver and Release being permanent and irrevocable.

I acknowledge that I have read this Waiver and Release, have had an opportunity to ask questions and have it explained to me and that I understand that this Waiver and Release will have the effect of knowingly and voluntarily waiving any action I might pursue, including breach of contract, personal injury, retaliation, discrimination on the basis of race, age, sex, national origin, religion, veterans status, or disability and any other claims arising prior to the date of this Waiver and Release. By execution of this document, I do not waive or release or otherwise relinquish any legal rights I may have which are attributable to or arise out of acts, omissions, or events of any member of the Corporate Group which occur after the date of the execution of this Waiver and Release.

Employee's Printed Name	Corporate Group's Representative
Employee's Signature	Corporate Group's Execution Date
Employee's Signature Date	Employee's Social Security Number

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated April 30, 2013 relating to the combined financial statements of Enable Midstream Partners, LP (previously named CenterPoint Energy Field Services, LLC) as related entities, (collectively the "CenterPoint Midstream Entities") (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the preparation of the combined financial statements of the CenterPoint Midstream Entities from the historical accounting records maintained by CenterPoint Energy, Inc. and its subsidiaries) appearing in the Prospectus, which is a part of this Registration Statement, and to the reference to us under the heading "Experts" in such Prospectus.

/s/ Deloitte & Touche LLP

Houston, Texas
November 25, 2013

Exhibit 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated February 27, 2013 with respect to the consolidated financial statements of Enogex LLC in the Registration Statement (Form S-1) dated November 25, 2013 and related Prospectus of Enable Midstream Partners, LP.

/s/ ERNST & YOUNG LLP

Oklahoma City, Oklahoma
November 21, 2013