UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 22, 2016

ENABLE MIDSTREAM PARTNERS, LP
(Exact name of registrant as specified in its charter)

Delaware	**1-36413**	**72-1252419**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

One Leadership Square
211 North Robinson Avenue
Suite 150
Oklahoma City, Oklahoma 73102
(Address of principal executive offices)
(Zip Code)

Registrant's telephone number, including area code: (405) 525-7788

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Underwriting Agreement

On November 22, 2016, Enable Midstream Partners, LP (the "Partnership") entered into an Underwriting Agreement (the "Underwriting Agreement"), by and among the Partnership and Enogex Holdings LLC (the "Selling Unitholder"), on the one hand, and Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, on the other hand, as representatives of the several underwriters listed in Schedule II thereto (the "Underwriters"), providing for the offer and sale (the "Offering") by the Partnership, and the purchase by the Underwriters, of 10,000,000 common units representing limited partner interests in the Partnership ("Common Units") at a price to the public of $14.00 per Common Unit and an option for a period of 30 days (the "Option") to purchase up to an additional 1,500,000 Common Units (75,719 Common Units from the Partnership and 1,424,281 Common Units from the Selling Unitholder) (the "Additional Units") on the same terms. On November 23, 2016, the Underwriters exercised their option to purchase the Additional Units in full.

The Offering is registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a shelf registration statement on Form S-3 (File No. 333-204002) (the "Registration Statement"), which became effective automatically upon filing with the Securities and Exchange Commission on May 8, 2015. The Offering was made under the prospectus supplement dated November 22, 2016 (the "Prospectus Supplement"), and the accompanying prospectus, dated May 8, 2015, constituting a part of the Registration Statement.

The Underwriting Agreement contains customary representations, warranties and agreements of the parties, and customary conditions to closing, obligations of the parties and termination provisions. The Partnership and Selling Unitholder have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make in respect of those liabilities.

The Offering, including with respect to the Underwriters' option to purchase the Additional Units, is expected to close on November 29, 2016, subject to customary closing conditions. The Partnership expects to receive proceeds (net of underwriting discounts and structuring fees and estimated offering expenses) from the Offering of approximately $137 million. As described in the Prospectus Supplement, the Partnership intends to use the net proceeds from the Offering for general partnership purposes.

The foregoing description of the Underwriting Agreement is not complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

Relationships

As more fully described under the caption "Underwriting" in the Prospectus Supplement, the Underwriters and their affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Partnership, for which they received or will receive customary fees and reimbursement of expenses.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Number	Description
1.1	Underwriting Agreement dated November 22, 2016, by and among Enable Midstream Partners, LP, Enogex Holdings LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC.
5.1	Opinion of Baker Botts L.L.P. as to the legality of the securities being registered.
8.1	Opinion of Baker Botts L.L.P. relating to tax matters.

SIGNATURE

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

ENABLE MIDSTREAM PARTNERS, LP

By: Enable GP LLC,
its general partner

By: /s/ J. Brent Hagy
J. Brent Hagy
Vice President, Deputy General Counsel, Secretary and Chief Ethics & Compliance Officer

Date: November 29, 2016

INDEX TO EXHIBITS

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Exhibit 1.1

Execution Version

Enable Midstream Partners, LP

10,000,000 Common Units Representing Limited Partner Interests

Underwriting Agreement

New York, New York
November 22, 2016

To the Representatives named in
Schedule I hereto of the several
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Enable Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), proposes to sell to the several underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, the number of common units representing limited partner interests in the Partnership ("Common Units") set forth in Schedule I hereto (said Common Units to be issued and sold by the Partnership being hereinafter called the "Underwritten Securities"). The Partnership and Enogex Holdings LLC, a Delaware limited liability company (the "Selling Unitholder"), also propose to grant to the Underwriters an option to purchase up to the number of additional Common Units set forth in Schedule I hereto (the "Option Securities"; the Option Securities, together with the Underwritten Securities, being hereinafter called the "Securities") in accordance with Section 3 hereof. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. The term "Enable Entities" shall refer to, collectively, the Partnership, Enable GP, LLC, a Delaware limited liability company and the sole general partner of the Partnership (the "General Partner"), and each of the entities set forth on Schedule IV hereto (collectively, the "Operating Subsidiaries"). Certain terms used herein are defined in Section 21 hereof.

1. Representations and Warranties. The Partnership represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Partnership meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration

statement, as defined in Rule 405 (the file number of which is set forth in Schedule I hereto), on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing, and no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Partnership or related to the offering of the Securities has been initiated or, to the Partnership's knowledge, threatened by the Commission. The Partnership may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more preliminary prospectus supplements relating to the Securities, each of which has previously been furnished to you. The Partnership will file with the Commission a final prospectus supplement relating to the Securities in accordance with Rule 424(b). As filed, such final prospectus supplement shall contain all information required by the Act and the rules thereunder, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Partnership has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x). The initial Effective Date of the Registration Statement was not earlier than the date three years before the Execution Time.

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein) and on any date on which Option Securities are purchased, if such date is not the Closing Date (a "settlement date"), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act and the Exchange Act and the respective rules thereunder; on each Effective Date, at the Execution Time and on the Closing Date, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date and any settlement date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Partnership makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Partnership by or on behalf of any Underwriter through the Representatives or the Selling Unitholder specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 9 hereof.

(c) (i) The Disclosure Package and (ii) each electronic road show, when taken together as a whole with the Disclosure Package, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Partnership by any Underwriter through the Representatives or the Selling Unitholder specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 9 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Partnership or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Partnership was or is (as the case may be) a "well-known seasoned issuer" as defined in Rule 405. The Partnership agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Partnership or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), the Partnership was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Partnership be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated therein by reference and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Partnership by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 9 hereof.

(g) The interactive data in the eXtensible Business Reporting Language ("XBRL") incorporated by reference in the Registration Statement fairly presents in all material respects the information contained therein and has been prepared in accordance with the Commission's rules and guidelines applicable thereto in all material respects.

(h) Each of the Enable Entities has been duly formed and is validly existing and in good standing under the laws of its jurisdiction of formation with all necessary corporate, limited liability company or partnership, as the case may be, power and authority, (i) to own or lease its property and to conduct its business in all material respects as described in the Disclosure Package and the Final Prospectus and (ii) in the case of the General Partner, to serve as the general partner of the Partnership as described in the Disclosure Package and the Final Prospectus. Each of the Enable Entities is duly registered or qualified as a foreign entity to transact business in and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such registration or qualification, except to the extent that the failure to be so registered or qualified or be in good standing would not be reasonably likely to have a material adverse effect on the financial condition, business, prospects, properties or results of operations of the Enable Entities, taken as a whole ("Material Adverse Effect").

(i) The General Partner has, and at the Closing Date and any settlement date, will have, full power and authority to act as general partner of the Partnership as described in the Disclosure Package and Final Prospectus; the General Partner is, and at the Closing Date and any settlement date, will be, the sole general partner of the Partnership and owns a non-economic general partner interest (the "General Partner Interest") in the Partnership; such General Partner Interest has been duly authorized and validly issued in accordance with the Partnership's Fourth Amended and Restated Partnership Agreement, dated as of June 22, 2016 (the "Partnership Agreement"), and the General Partner owns, and at the Closing Date and any settlement date, will own, such General Partner Interest free and clear of all liens, encumbrances, security interests, charges or claims ("Liens") (except for (i) restrictions on transferability as contained in the Partnership Agreement or as described in the Disclosure Package and the Final Prospectus and (ii) Liens created or arising under the Delaware Revised Uniform Limited Partnership Act (the "DRULPA")).

(j) The General Partner owns all of the incentive distribution rights of the Partnership (the "Incentive Distribution Rights"); the Incentive Distribution Rights and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the DRULPA); and the General Partner owns such Incentive Distribution Rights free and clear of all Liens (except for (i) restrictions on transferability contained in the Partnership Agreement or as described in the Disclosure Package and the Final Prospectus and (ii) Liens created or arising under the DRULPA).

(k) As of the date hereof, the issued and outstanding limited partner interests of the Partnership consist of 214,476,674 common units representing limited partner interests in the Partnership (the "Common Units") and 207,855,430 subordinated units representing limited partner interests in the Partnership (the "Subordinated Units"), the incentive distribution rights, as defined in the Partnership Agreement (the "Incentive

Distribution Rights"), and 14,520,000 10% Series A Fixed-to-Floating Non-Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in the Partnership (the "Series A Preferred Units"). All outstanding Common Units, including any Option Securities to be sold by the Selling Unitholder, Subordinated Units, Incentive Distribution Rights and Series A Preferred Units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the DRULPA).

(l) The Partnership owns, directly or indirectly, 100% of the issued and outstanding shares of capital stock, limited liability company interests or partnership interests, as applicable, in each of the Operating Subsidiaries (except for Southeast Supply Header, LLC, a Delaware limited liability company, in which the Partnership owns 50% of the limited liability company interests); such shares of capital stock, limited liability company interests or partnership interests have been duly authorized and validly issued in accordance with the bylaws, limited liability company agreement or partnership agreement, as applicable, of each Operating Subsidiary (as the same may be amended or restated, the "Operating Subsidiary Organizational Documents") and are fully paid (to the extent required under the applicable Operating Subsidiary Organizational Documents) and nonassessable (except (i) in the case of an interest in a Delaware limited liability company, as such nonassessability may be affected by Sections 18-607 and 18-804 of the DLLCA, (ii) in the case of an interest in an Oklahoma limited liability company, as such nonassessability may be affected by Sections 2030, 2031 and 2040 of the Oklahoma Limited Liability Company Act (the "Oklahoma LLC Act") and (iii) in the case of an interest in a Texas partnership, as such nonassessability may be affected by Section 101.206 of the Texas Business Organizations Code (the "TBOC")); and such shares of capital stock, limited liability company interests or partnership interests, as applicable, are owned, directly or indirectly, by the Partnership, free and clear of all Liens (except for (i) restrictions on transferability contained in the applicable Operating Subsidiary Organizational Documents or as described in the Disclosure Package or the Final Prospectus and (ii) Liens created or arising under the DLLCA, the Oklahoma LLC Act or the TBOC).

(m) Except for the Partnership's ownership, directly or indirectly, of the capital stock, limited liability company interests or partnership interests, as applicable, in each of the Operating Subsidiaries, the Partnership does not own, and at the Closing Date and any settlement date will not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity, other than the equity or long-term debt securities of corporations, partnerships, limited liability companies, joint ventures, associations or other entities that, in the aggregate, would not constitute a significant subsidiary as such term is defined in Section 1.02(w) of Regulation S-X under the Securities Act. Except for its ownership of the General Partner Interest and the Incentive Distribution Rights, the General Partner does not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity.

(n) The Partnership has all requisite limited partnership power and authority to (i) execute and deliver this Agreement and to perform its obligations hereunder and (ii) issue, sell and deliver the Securities (other than the Securities sold by the Selling Unitholder), in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Disclosure Package and the Final Prospectus. All limited partnership action required to be taken by the Partnership for the authorization, issuance, sale and delivery of the Securities and the consummation of the transactions contemplated by this Agreement has been validly taken.

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

(p) The Securities have been duly authorized and, on or prior to the Closing Date and any settlement date, when issued and delivered against payment of the purchase price for the Securities as provided in this Agreement, will be validly issued in accordance with the Partnership Agreement, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the DRULPA).

(q) Except as described in the Disclosure Package and the Final Prospectus, none of (i) the offering, issuance and sale by the Partnership of the Securities, (ii) the application of the net proceeds therefrom as described under the caption "Use of Proceeds" in the Preliminary Prospectus and the Final Prospectus, (iii) the execution, delivery and performance of this Agreement, or (iv) the consummation of the transactions contemplated by this Agreement (A) constitutes or will constitute a violation of the organizational documents of the Partnership or the General Partner, (B) constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) or Debt Repayment Triggering Event (as defined below) under, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which any of the Enable Entities is a party or by which any of them or any of their respective properties may be bound, (C) violates or will violate any statute, law, rule or regulation or any order, judgment, decree or injunction of any court or arbitrator or governmental agency or body directed to any of the Enable Entities or any of their properties in a proceeding to which any of them or their property is a party or (D) results or will result in the creation or imposition of any Lien upon any property or assets of any of the Enable Entities, which breaches, violations, defaults or Liens, in the case of clauses (B), (C) or (D), would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the ability of the Partnership to perform its obligations under this Agreement. A "Debt Repayment Triggering Event" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by any debtor.

(r) No permit, consent, approval, authorization, order, registration, filing or qualification of or with any court, governmental agency or body having jurisdiction over any of the Enable Entities or any of their respective properties is required in connection with (i) the offering, issuance and sale by the Partnership of the Securities, (ii) the application of the net proceeds therefrom as described under the caption "Use of Proceeds" in the Preliminary Prospectus and the Final Prospectus, (iii) the execution, delivery and performance of this Agreement by the Partnership, or (iv) the consummation by the Partnership of the transactions contemplated by this Agreement, except for (A) such as may be required under the Securities Act and the rules and regulations of the Commission thereunder, the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the Commission thereunder, state securities or "Blue Sky" laws and applicable rules and regulations under such laws, or the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("FINRA") in connection with the purchase and distribution by the Underwriters of the Securities in the manner contemplated herein and in the Disclosure Package and Final Prospectus, (B) such that have been, or on or prior to the Closing Date will be, obtained or made, and (C) such that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the ability of the Partnership to perform its obligations under this Agreement.

(s) Except as described in the Disclosure Package and Final Prospectus (excluding, however, any amendments or supplements thereto dated after the date hereof), since the date of the most recent financial statements included or incorporated by reference in the Disclosure Package and the Final Prospectus, there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition (financial or otherwise), prospects, earnings, business or operations of the Enable Entities, taken as a whole, from that set forth in the Disclosure Package and the Final Prospectus.

(t) The financial statements (including the related notes and supporting schedules) and other financial information contained or incorporated by reference in the Disclosure Package and the Final Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act, and present fairly in all material respects the financial position, results of operations and cash flows of the entities purported to be shown thereby on the basis stated therein at the respective dates or for the respective periods to which they apply and have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP") consistently applied throughout the periods involved, except to the extent disclosed therein. The unaudited supplemental pro forma combined statement of income and other pro forma financial information contained or incorporated by reference in the Disclosure Package and the Final Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act, except to the extent that the unaudited supplemental pro forma combined statement of income for the year ended December 31, 2013 does not comply with Article 11 of Regulation S-X under the Securities Act, and, in the opinion of the management of the Partnership, the assumptions used in the

preparation of such pro forma financial statement provide a reasonable basis for presenting the significant effects of the transactions contemplated therein and the pro forma adjustments reflected in such pro forma financial statement are appropriate to give effect to the transactions or circumstances referred to therein and have been properly applied to the historical amounts in compilation of such pro forma financial statements.

(u) Deloitte & Touche LLP, who has certified certain financial statements of the Partnership and its consolidated subsidiaries, whose report appears or is incorporated by reference in the Disclosure Package and the Final Prospectus and who has delivered the initial letter referred to in Section 7 hereof, is an independent public accountant as required by the Securities Act and the Public Company Accounting Oversight Board.

(v) Each of the Enable Entities has good and marketable title in fee simple to all real property (save and except for "rights of way" (as defined below)) and good and marketable title to all personal property owned by them which is material to the business of the Enable Entities, in each case free and clear of all Liens, except such as (i) are described in the Disclosure Package and the Final Prospectus, (ii) do not, singly or in the aggregate, interfere with the use made and proposed to be made of such property by the Enable Entities or (iii) do not, singly or in the aggregate, materially affect the value of such property; all real property and buildings held under lease by any of the Enable Entities are held by them under valid, subsisting and enforceable leases with such exceptions as do not materially interfere with the use of any such property for the conduct of their business.

(w) The Enable Entities are insured against such losses and risks and in such amounts as are reasonably adequate in the businesses in which they are engaged, and none of the Enable Entities has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, except as described in the Disclosure Package and the Final Prospectus.

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

(y) The Enable Entities own or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the businesses now operated by them, except to the extent that the failure to own or possess such rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and none of the Enable Entities has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(z) No material labor dispute with the employees of any of the Enable Entities exists, except as described in the Disclosure Package and the Final Prospectus, or, to the knowledge of the Partnership, is imminent; and the Partnership is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(aa) Each of the Enable Entities has filed all federal, state, local and foreign tax returns required to be filed through the date of this Agreement or has requested extensions thereof (except where the failure to file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect) and have paid all taxes required to be paid thereon (except for cases in which the failure to file or pay would not, individually or in the aggregate, have a Material Adverse Effect, or, except as currently being contested in good faith and for which reserves required by U.S. GAAP have been created in the financial statements of the Partnership), and no tax deficiency has been determined adversely to any Enable Entity which has had (nor do any of the Enable Entities have any notice or knowledge of any tax deficiency which could reasonably be expected to be determined adversely to the Enable Entities and which could reasonably be expected to have) a Material Adverse Effect.

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

the Enable Entities is a party or by which any of them is bound or to which any of their properties is subject, is in default under any such agreement, which breach, default or violation, if continued, could individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) None of the Enable Entities is, and after giving effect to the offering, issuance and sale of the Securities to be sold by the Partnership hereunder and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus under the caption "Use of Proceeds" will be, required to register as an "investment company" or a company "controlled by" an "investment company," each within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(dd) The Enable Entities maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Enable Entities' internal accounting controls are effective, and the Partnership is not aware of any material weaknesses in the accounting controls of the Enable Entities.

(ee) The Partnership has established and maintains disclosure controls and procedures (to the extent required by and as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act), which (i) are designed to provide reasonable assurance that information required to be disclosed by the Partnership in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and communicated to the Partnership's management, including its principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure, and (ii) are effective in all material respects to perform the functions for which they were established to the extent required by Rules 13a-15 and 15d-15 under the Exchange Act.

(ff) At the Closing Date and any settlement date, none of the Operating Subsidiaries will be prohibited, directly or indirectly, from making any distributions to the Partnership or another Operating Subsidiary, from making any other distribution on such Operating Subsidiary's equity interests, from repaying to the Partnership or its affiliates any loans or advances to such Operating Subsidiary from the Partnership or its affiliates or from transferring any of such Operating Subsidiary's property or assets to the Partnership or any other Operating Subsidiary, except (i) as described in or contemplated by Disclosure Package and the Final Prospectus (including any amendment or supplement thereto), (ii) such prohibitions mandated by the laws of each such Operating Subsidiary's jurisdiction of formation and the Operating Subsidiaries' Organizational Documents, (iii) such prohibitions arising under the debt agreements of such Operating Subsidiaries, (iv) for such approval or other consent from governmental entities relating

to restrictions on the transfer, pledge or other encumbrance of ownership or assets arising under federal, state or local laws applicable to natural gas storage and transportation assets, and (v) where such prohibition would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(gg) None of the Enable Entities, nor any of their subsidiaries, nor, to the Enable Entities' knowledge, any director, officer, agent, employee, affiliate or other person acting on behalf of the Enable Entities (excluding CenterPoint Energy, Inc. and OGE Energy Corp. and any of their respective subsidiaries, other than the General Partner, the Partnership and the Enable Entities), is aware of or has taken any action, directly or indirectly, that could result in a violation or a sanction for violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Enable Entities have instituted and maintain policies and procedures to ensure compliance therewith. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

(hh) The operations of each of the Enable Entities are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Enable Entities with respect to the Money Laundering Laws is pending or, to the knowledge of the Partnership, threatened.

(ii) The Partnership acknowledges that, in accordance with the requirements of the USA Patriot Act, the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Partnership, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

(jj) None of the Enable Entities, nor any of their subsidiaries, nor, to the Enable Entities' knowledge, any director, officer, agent, employee or affiliate of the Enable Entities (excluding CenterPoint Energy, Inc. and OGE Energy Corp. and any of their respective subsidiaries, other than the General Partner, the Partnership and the Enable Entities) (i) is, or is controlled or 50% or more owned by or is acting on behalf of, an individual or entity that is currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom (including sanctions administered or enforced by Her Majesty's Treasury) or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons" and each such person, a "Sanctioned Person"), (ii) is located, organized or resident in a

country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (collectively, "Sanctioned Countries" and each, a "Sanctioned Country") or (iii) will, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

(kk) Except as is not material to the analysis under any Sanctions, none of the Enable Entities has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding three years, nor do any of the Enable Entities have any plans to increase their dealings or transactions with or for the benefit of Sanctioned Persons, or with or in Sanctioned Countries.

(ll) The Partnership has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Securities.

(mm) The Partnership has taken all necessary action to ensure that the Partnership and, to the Partnership's knowledge, the General Partner's directors and officers, in their capacities as such, are in compliance in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(nn) At the Closing Date and any settlement date, the Partnership and, to the Partnership's knowledge, the General Partner's directors or officers, in their capacities as such, will be in compliance in all material respects with the rules of the New York Stock Exchange (the "NYSE") that are effective and applicable to the Partnership as of the Closing Date and any settlement date.

(oo) There are no contracts, arrangements or understandings (other than this Agreement) between any Enable Entity and any person that would give rise to a valid claim against any Enable Entity or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with the offering of the Securities.

(pp) Each of the Enable Entities has such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities ("permits") as are necessary to own its properties and to conduct its business in the manner described in the Disclosure Package and the Final Prospectus, subject to such qualifications as may be set forth in the Disclosure Package and the Final Prospectus, except for such permits that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Enable Entities has fulfilled and performed all its material obligations with respect to such permits which are due to have been fulfilled and performed and no event has occurred which allows, or after notice or lapse of time would allow, revocation or termination thereof or results in any

impairment of the rights of the holder of any such permit, subject in each case to such qualifications as may be set forth in the Disclosure Package and the Final Prospectus, except for such permits that, if revoked or terminated, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(qq) Each of the Enable Entities has such consents, easements, rights-of-way or licenses from any person ("rights-of-way") as are necessary to conduct its business in the manner described in the Disclosure Package and the Final Prospectus, subject to such qualifications as may be set forth in the Disclosure Package and the Final Prospectus, except for such rights-of-way that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; each of the Enable 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, subject in each case to such qualification as may be set forth in the Disclosure Package and the Final Prospectus, except for such revocation or termination that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in the Disclosure Package and the Final Prospectus, none of such rights-of-way contains any restriction that is materially burdensome to the Enable Entities, taken as a whole.

(rr) Except as disclosed in the Disclosure Package and the Final Prospectus, each of the Enable Entities (i) is in compliance with all applicable federal, state and local laws and regulations relating to the prevention of pollution or protection of human health and safety (to the extent human health and safety relate to exposure to Hazardous Materials, as defined below) and the environment or imposing liability or standards of conduct concerning any Hazardous Material (collectively, "Environmental Laws"), (ii) has received all permits required of it under applicable Environmental Laws to conduct its business as presently conducted, (iii) is in compliance with all terms and conditions of any such permits, (iv) is not subject to any claim by any governmental agency or government body or person relating to Environmental Laws or Hazardous Materials and (v) to the knowledge of the Enable Parties, does not have any liability in connection with the release into the environment of any Hazardous Material, except where such noncompliance with Environmental Laws, failure to receive required permits, failure to comply with the terms and conditions of such permits and such claims and such liabilities would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The term "Hazardous Material" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any applicable law designed to protect the environment. In the ordinary course of business, each of the Enable Entities periodically reviews the effect of Environmental Laws on its business, operations and properties, in the course of which it identifies and evaluates costs and liabilities that are reasonably likely to be incurred

pursuant to such Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws, or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties). On the basis of such review, each of the Enable Entities has reasonably concluded that, except as disclosed in the Disclosure Package and the Final Prospectus, such associated costs and reasonably foreseeable liabilities relating to the Enable Entities would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ss) None of the Enable Entities are aware of any costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for cleanup, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, individually or in the aggregate, have a Material Adverse Effect.

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

(uu) Any statistical and market-related data included or incorporated by reference in the Disclosure Package or the Final Prospectus are based on or derived from sources that the Partnership believes to be reliable and accurate.

(vv) The statements made or incorporated by reference in the Disclosure Package and the Final Prospectus under the captions "Description of the Common Units" and "Material Federal Income Tax Considerations" thereof, insofar as they purport to constitute summaries of the terms of statutes, rules or regulation, legal or governmental proceedings or contracts and other documents, descriptions of the Securities or any other instruments, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts and other documents in all material respects.

(ww) Except (i) as described in the Registration Statement, the Disclosure Package and the Final Prospectus, (ii) for restrictions on the transfer, pledge or other encumbrance of ownership or assets arising under federal, state or local laws applicable to natural gas storage and transportation assets or (iii) as contained in the relevant organizational documents of each of the Enable Entities, (A) no person has the right, contractual or otherwise, to cause the Partnership to issue or sell to it any Common Units or other equity interests of the Partnership, (B) no person has any preemptive rights, resale rights, rights of first refusal or other rights to purchase any Common Units or other equity interests of the Partnership, (C) no person has the right to act as an underwriter or as a financial advisor to the Partnership in connection with the offer and sale of the Securities, (D) upon the issuance and sale of the Securities, except as contemplated by this Agreement, no person will have any such right specified in subclause (A) or (B), and (E) no person had the right, contractual or otherwise, to cause the Partnership to register under the Securities Act any Common Units or other equity interests of the Partnership or to include any such Common Units or other equity interests in the Registration Statement or the offering contemplated thereby. Except as described in the Registration Statement, the Disclosure Package and the Final Prospectus, neither the filing of the Registration Statement nor the offering, issuance and sale of the Securities as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other equity interests of the Partnership. Except for options granted pursuant to employee benefit plans, qualified unit option plans, or other employee compensation plans in effect as of the date of this Agreement, there are no outstanding options or warrants to purchase any capital stock, limited liability company interests, partnership interests or other equity interests of any of the Enable Entities.

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

2. The Selling Unitholder represents and warrants to, and agrees with, each Underwriter that:

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

(b) The execution and delivery by the Selling Unitholder of, and the performance by the Selling Unitholder of its obligations under, this Agreement will not

contravene any provision of applicable law, or the limited liability company agreement of the Selling Unitholder, or any agreement or other instrument binding upon the Selling Unitholder or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Selling Unitholder, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Selling Unitholder of its obligations under this Agreement, except for (A) such as may be required under the Securities Act and the rules and regulations of the Commission thereunder, the Exchange Act and the rules and regulations of the Commission thereunder, state securities or "Blue Sky" laws and applicable rules and regulations under such laws, or the rules and regulations of FINRA in connection with the purchase and distribution by the Underwriters of the Option Securities in the manner contemplated herein and in the Disclosure Package and Final Prospectus, (B) such that have been, or on or prior to the Closing Date will be, obtained or made, and (C) such that, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the financial condition, business, prospects, properties or results of operations of the Selling Unitholder or materially impair the ability of the Selling Unitholder to perform its obligations under this Agreement.

(c) The Selling Unitholder has, and on the Closing Date or each settlement date, as applicable, will have, valid title to, or a valid "security entitlement" within the meaning of Section 8 501 of the New York Uniform Commercial Code (the "UCC") in respect of, the Option Securities to be sold by the Selling Unitholder free and clear of all Liens (except for (i) restrictions on transferability as contained in the Partnership Agreement or as described in the Registration Statement, any Preliminary Prospectus or the Final Prospectus, (ii) Liens created or arising under the DRULPA and (iii) Liens created under the financing arrangements of the Selling Unitholder) and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver the Option Securities to be sold by the Selling Unitholder or a security entitlement in respect of such Option Securities.

(d) Upon payment for the Option Securities to be sold by the Selling Unitholder pursuant to this Agreement, delivery of such Option Securities, as directed by the Underwriters, to Cede & Co. ("Cede") or such other nominee as may be designated by the Depository Trust Company ("DTC"), registration of such Option Securities in the name of Cede or such other nominee and the crediting of such Option Securities on the books of DTC to securities accounts of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim (within the meaning of Section 8 105 of the UCC) to such Option Securities, (A) DTC shall be a "protected purchaser" of such Option Securities within the meaning of Section 8 303 of the UCC, (B) under Section 8 501 of the UCC, the Underwriters will acquire a valid security entitlement in respect of such Option Securities and (C) no action based on any "adverse claim", within the meaning of Section 8 102 of the UCC, to such Option Securities may be asserted against the Underwriters with respect to such security entitlement; for purposes of this representation, the Selling Unitholder may assume that when such payment, delivery and crediting occur, (x) such Option Securities will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Partnership's registry in

accordance with the Partnership Agreement, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8 102 of the UCC and (z) appropriate entries to the accounts of the several Underwriters on the records of DTC will have been made pursuant to the UCC.

(e) The Selling Unitholder is not prompted by any information required to be disclosed in the Disclosure Package under federal or state securities laws concerning the Partnership that is not set forth in the Disclosure Package to sell the Option Securities pursuant to this Agreement.

(f) In respect of any statements in or omissions from the Registration Statement, any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus or any amendment or supplement thereto used by the Partnership or any Underwriter, as the case may be, made in reliance upon and in conformity with information furnished in writing to the Partnership or to the Underwriters by the Selling Unitholder specifically for use in connection with the preparation thereof, the Selling Unitholder hereby makes the same representations and warranties to each Underwriter as the Partnership makes to such Underwriter under paragraphs (b) or (c) of the Partnership's representations and warranties set forth in Section 1.

(g) The Selling Unitholder has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Securities.

Any certificate signed by any officer of the Selling Unitholder and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Selling Unitholder, as to matters covered thereby, to each Underwriter.

3. Purchase and Sale. (a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Partnership agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Partnership, at the purchase price set forth in Schedule I hereto, the number of Underwritten Securities set forth opposite such Underwriter's name in Schedule II hereto.

(b) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Partnership and the Selling Unitholder hereby grant an option to the several Underwriters to purchase, severally and not jointly, up to the number of Option Securities set forth in Schedule I hereto at the same purchase price per Common Unit as the Underwriters shall pay for the Underwritten Securities, less an amount per Option Security equal to any distributions declared by the Partnership and payable on the Underwritten Securities but not payable on such Option Securities. Said option may be exercised in whole or from time to time in part at any time on or before the 30th day after the date of the Final Prospectus upon written or telegraphic notice by the Representatives to the Partnership and the Selling Unitholder setting forth the number of Option Securities as to which the several Underwriters are exercising the option and the

settlement date. The Underwriters agree with the Partnership and the Selling Unitholder that the purchase and sale of any Option Securities pursuant to the exercise of the Underwriters' option to purchase additional Common Units shall occur in the following order: (i) the first 1,424,281 Option Securities purchased by the Underwriters shall be acquired from the Selling Unitholder and (ii) any remaining Option Securities purchased by the Underwriters shall be acquired from the Partnership. The number of Option Securities to be purchased by each Underwriter shall be the same percentage of the total number of Option Securities to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Securities, subject to such adjustments as you in your absolute discretion shall make to eliminate any fractional Common Units.

4. Delivery and Payment. Delivery of and payment for the Underwritten Securities and the Option Securities (if the option provided for in Section 3(b) hereof shall have been exercised on or before the third Business Day immediately preceding the Closing Date) shall be made on the date and at the time specified in Schedule I hereto or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement among the Representatives, the Partnership and the Selling Unitholder or as provided in Section 10 hereof (such date and time of delivery and payment for the Underwritten Securities and the Option Securities, if applicable, being herein called the "Closing Date"). Delivery of the Underwritten Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Partnership by wire transfer payable in same-day funds to an account specified by the Partnership. Delivery of the Underwritten Securities and the Option Securities, if applicable, shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

If the option provided for in Section 3(b) hereof is exercised, the Selling Unitholder will pay all applicable state transfer taxes, if any, involved in the transfer to the several Underwriters of the Securities to be purchased by them from the Selling Unitholder and the respective Underwriters will pay any additional stock transfer taxes involved in further transfers.

If the option provided for in Section 3(b) hereof is exercised after the third Business Day immediately preceding the Closing Date, the Selling Unitholder and the Partnership, as applicable, will deliver the Option Securities (at the expense of the Partnership) to the Representatives, at 388 Greenwich Street, New York, New York, on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Selling Unitholder and Partnership, as applicable, by wire transfer payable in same-day funds to an account, or accounts, specified by the Selling Unitholder and the Partnership, as applicable. If settlement for the Option Securities occurs after the Closing Date, the Selling Unitholder and the Partnership, as applicable, will deliver to the Representatives on the settlement date for the Option Securities, and the obligation of the Underwriters to purchase the Option Securities shall be conditioned upon receipt of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters delivered on the Closing Date pursuant to Section 7 hereof.

5. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

6. Agreements. (i) The Partnership agrees with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Partnership will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Partnership has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Partnership will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will, upon written request, provide evidence satisfactory to the Representatives of such timely filing. The Partnership will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Partnership of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Partnership will use its reasonable best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using its reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made not misleading, the Partnership will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented; (ii) amend or supplement the Disclosure Package to correct such statement or omission; and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(c) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Partnership promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 6, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use its reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(d) The Partnership will make generally available to its unitholders and to the Representatives an earnings statement or statements of the Partnership and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(e) The Partnership will furnish to the Representatives and counsel for the Underwriters, upon request and without charge, one signed copy of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Partnership will pay the expenses of printing or other production of all documents relating to the offering.

(f) The Partnership will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Partnership be obligated to (i) qualify as a foreign limited partnership in any jurisdiction in which it would not otherwise be required to so qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject.

(g) The Partnership agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Partnership that, unless it has or shall have obtained, as the case may be, the prior written consent of the Partnership, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that

would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Partnership with the Commission or retained by the Partnership under Rule 433; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Partnership is hereinafter referred to as a "Permitted Free Writing Prospectus." The Partnership agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(h) The Partnership will not, without the prior written consent of Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Partnership or any executive officer or director of the General Partner) directly or indirectly (or publicly announce any intention to do any of the foregoing), including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any Common Units or any securities convertible into, or exercisable, or exchangeable for, Common Units; or publicly announce an intention to effect any such transaction, until the Business Day set forth on Schedule I hereto, provided, however, that the Partnership may issue and sell Common Units pursuant to this Agreement and any employee option plan, unit ownership plan or distribution reinvestment plan of the Partnership in effect at the Execution Time and the Partnership may issue Common Units issuable upon the conversion of securities or the exercise of warrants outstanding at the Execution Time.

(i) The Partnership will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Securities.

(j) The Partnership agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the

Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) any registration of the Securities under the Exchange Act and the listing of the Securities on the NYSE; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) any filings required to be made with FINRA (including filing fees and up to $20,000 in legal fees of counsel for the Underwriters relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of Partnership representatives in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Partnership's accountants and the fees and expenses of counsel (including local and special counsel) for the Partnership; and (x) all other costs and expenses incident to the performance by the Partnership of its obligations hereunder. Except as provided in this Section 6(j) and in Section 8, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel, transfer taxes on any resale of the Securities by any Underwriter, any advertising expenses connected with any offers they may make and other expenses incurred by the Underwriters on their own behalf in connection with presentations to prospective purchasers of the Securities. The Selling Unitholder agrees to pay (i) the fees and expenses of the Selling Unitholder's accountants and the fees and expenses of counsel (including local and special counsel) for the Selling Unitholder, and (ii) all other costs and expenses incident to the performance by the Selling Unitholder of its obligations hereunder not otherwise to be paid by the Partnership as set forth above.

(ii) The Selling Unitholder agrees with the several Underwriters that:

(a) The Selling Unitholder will deliver to each Underwriter (or its agent), prior to or at the Closing Date and each settlement date, as applicable, a properly completed and executed Internal Revenue Service ("IRS") Form W-9 or an IRS Form W-8, as appropriate, together with all required attachments to such form.

(b) During the offering period, the Selling Unitholder will not take, directly or indirectly, any action designed to cause or result in, or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Common Units to facilitate the sale or resale of the Common Units in violation of any law, rule or regulation.

(c) The Selling Unitholder will advise the Underwriters promptly, and if requested by the Underwriters, to confirm such advice in writing, so long as delivery of a prospectus relating to the Units by an underwriter or dealer may be required under the Securities Act, of any change in any statements made in such prospectus in reliance upon and in conformity with information furnished in writing to the Partnership or to the Underwriters by the Selling Unitholder specifically for use in connection with the preparation thereof which comes to the attention of the Selling Unitholder.

(d) The Selling Unitholder will deliver prior to the date hereof a duly executed "lock-up" letter agreement, substantially in the form of Exhibit C hereto, relating to sales and certain other dispositions of Common Units or certain other securities, and to cause such agreement to continue to be in full force and effect on the Closing Date.

(e) The Selling Unitholder will not, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

7. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Underwritten Securities and the Option Securities, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the Partnership and the Selling Unitholder contained herein as of the Execution Time, the Closing Date and any settlement date pursuant to Section 4 hereof, to the accuracy of the statements of the Partnership and the Selling Unitholder made in any certificates pursuant to the provisions hereof, to the performance by the Partnership and the Selling Unitholder of its obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); and any other material required to be filed by the Partnership pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Partnership shall have requested and caused Baker Botts L.L.P., counsel for the Partnership, to have furnished to the Representatives its opinion, dated the Closing Date and any settlement date pursuant to Section 4 hereof, and addressed to the Representatives, substantially in the form attached hereto as Exhibit A.

(c) The Partnership shall have requested and caused the Vice President, Deputy General Counsel, Secretary, and Chief Ethics & Compliance Officer of the General Partner to have furnished to the Representatives his opinion, dated the Closing Date and any settlement date pursuant to Section 4 hereof, and addressed to the Representatives, substantially in the form attached hereto as Exhibit B.

(d) The Selling Unitholder shall have requested and caused Orrick, Herrington & Sutcliffe LLP, counsel for the Selling Unitholder, to have furnished to the Representatives its opinion, dated any settlement date pursuant to Section 4 hereof, and addressed to the Representatives in such form as the Representatives may reasonably request.

(e) The Representatives shall have received from Latham & Watkins LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date and any settlement date pursuant to Section 4 hereof, and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Partnership and the Selling Unitholder shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(f) The Partnership shall have furnished to the Representatives a certificate of the General Partner, signed by the Chief Financial Officer of the General Partner, dated the Closing Date and any settlement date pursuant to Section 4 hereof, to the effect that the signer of such certificate has carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of the Partnership in this Agreement are true and correct on and as of the Closing Date and any settlement date pursuant to Section 4 hereof, with the same effect as if made on the Closing Date and any settlement date pursuant to Section 4 hereof, and the Partnership has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date (or the applicable settlement date);

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Partnership's knowledge, threatened; and

(iii) since the date of the most recent financial statements included in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no Material Adverse Effect, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(g) The Selling Unitholder shall have furnished to the Representatives a certificate, signed by an authorized representative of the Selling Unitholder, dated the Closing Date and each settlement date to the effect that the signer of such certificate has carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus, any Issuer Free Writing Prospectus and any supplements or amendments thereto and this Agreement, and that the representations and warranties of such Selling Stockholder in this Agreement are true and correct in all material respects on and as of such date to the same effect as if made on such date.

(h) The Partnership shall have requested and caused Deloitte & Touche LLP, independent public accountants of the Partnership, to have furnished to the Representatives, at the Execution Time and at the Closing Date and any settlement date, letters, (which may refer to letters previously delivered to the Representatives), dated respectively as of the Execution Time and as of the Closing Date or the applicable settlement date, and in the forms reasonably satisfactory to the Representatives, which letters shall cover, without limitation, the various financial disclosures contained in or incorporated by reference in the Disclosure Package and the Final Prospectus; *provided* that the letter delivered on the Closing Date or the applicable settlement date shall use a "cut-off date" not earlier than three business days prior to the date of such letter.

(i) At the Execution Time, the Partnership shall have furnished to the Representatives a letter addressed to the Representatives substantially in the form attached hereto as Exhibit C from each of the persons set forth on Schedule V hereto.

(j) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any material change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 7 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business, properties or results of operations of the Partnership and its subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(k) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Partnership's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 3(a)(62) under the Exchange Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(l) Prior to the Closing Date, the Partnership and the Selling Unitholder shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 7 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Partnership and the Selling Unitholder in writing or by telephone or facsimile confirmed in writing.

8. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 7 hereof is not satisfied, because of any termination pursuant to clause (i) of Section 11 hereof or because of any refusal, inability or failure on the part of the Partnership or the Selling Unitholder to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Partnership will reimburse the Underwriters severally through the Representatives on demand for all reasonable expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities. If the Partnership is required to make any payments to the Underwriters under this Section 8 because of the Selling Unitholder's refusal, inability or failure to satisfy any condition to the obligations of the Underwriters set forth in Section 7, the Selling Unitholder shall reimburse the Partnership on demand for all amounts so paid.

9. Indemnification and Contribution. (a) The Partnership agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees, affiliates (within the meaning of Rule 405 of the Securities Act who has participated in the distribution of securities as underwriters) and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or in the Base Prospectus, any Preliminary Prospectus or any other preliminary prospectus supplement relating to the Securities, the Final Prospectus, any Issuer Free Writing Prospectus, each electronic road show used in connection with the offering of the Securities, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Partnership will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of any Underwriter through the Representatives or the Selling Unitholder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Partnership may otherwise have.

(b) The Selling Unitholder agrees to indemnify and hold harmless the Partnership, each of the directors and officers of the General Partner, each Underwriter, the directors, officers, employees, affiliates and agents of each Underwriter and each person who

controls the Partnership or any Underwriter within the meaning of either the Act or the Exchange Act, if any, to the same extent as the foregoing indemnity from the Partnership to each Underwriter, but only with reference to written information furnished to the Partnership by or on behalf of the Selling Unitholder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which the Selling Unitholder may otherwise have.

(c) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Partnership, each of the General Partner's directors, officers and employees, and each person who controls the Partnership within the meaning of either the Act or the Exchange Act and the Selling Unitholder, to the same extent as the foregoing indemnity from the Partnership to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Partnership by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Partnership and the Selling Unitholder acknowledge that the statements set forth (i) in the last paragraph of the cover page regarding delivery of the Securities, (ii) the list of Underwriters and their respective participation in the sale of the Securities, (iii) the sentences related to concessions and reallowances, (iv) the paragraph related to stabilization, syndicate covering transactions and penalty bids and (v) the sentence related to market-making activities in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(d) Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a), (b) or (c) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a), (b) or (c) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in,

or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. In no event shall such indemnifying party be liable for the fees and expenses of more than one counsel, in addition to one local counsel in each applicable jurisdiction, for all such indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent: (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include an admission of fault of any indemnified party.

(e) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 9 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Partnership, the Selling Unitholder and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which the Partnership, the Selling Unitholder and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Partnership, by the Selling Unitholder and by the Underwriters from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Partnership, the Selling Unitholder, and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Partnership, the Selling Unitholder and the Underwriters in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Partnership and the Selling Unitholder shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Partnership, the Selling Unitholder or the Underwriters, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Partnership, the Selling Unitholder and the Underwriters agree that it would not be just and equitable if contribution were determined

by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (e), in no event shall any Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 9, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee, affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Partnership within the meaning of either the Act or the Exchange Act, each officer of the General Partner who shall have signed the Registration Statement and each director of the General Partner shall have the same rights to contribution as the Partnership, subject in each case to the applicable terms and conditions of this paragraph (e).

(f) The liability of the Selling Unitholder under the Selling Unitholder's representations and warranties contained in Section 2 hereof and under the indemnity and contribution agreements contained in this Section 9 shall be limited to an amount equal to the public offering price of the Securities sold by the Selling Unitholder to the Underwriters. The Partnership and the Selling Unitholder may agree, as among themselves and without limiting the rights of the Underwriters under this Agreement, as to the respective amounts of such liability for which they each shall be responsible.

10. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the number of Securities set forth opposite their names in Schedule II hereto bears to the aggregate number of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate number of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate number of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter, the Selling Unitholder or the Partnership. In the event of a default by any Underwriter as set forth in this Section 10, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Partnership, the Selling Unitholder and any nondefaulting Underwriter for damages occasioned by its default hereunder.

11. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Partnership prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) trading in the Partnership's Common Units shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such exchange, (ii) a banking moratorium shall have been declared either by Federal or New York State authorities, (iii) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by any Preliminary Prospectus or the Final Prospectus (exclusive of any amendment or supplement thereto).

12. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Partnership or the officers of the General Partner, of the Selling Unitholder and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Selling Unitholder or the Partnership or any of the officers, directors, employees, affiliates, agents or controlling persons referred to in Section 9 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 8 and 9 hereof shall survive the termination or cancellation of this Agreement.

13. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to (i) the Citigroup Global Markets Inc. General Counsel (fax no.: (646) 291-1469) and confirmed to the General Counsel, Citigroup Global Markets Inc., at 388 Greenwich Street, New York, New York, 10013, Attention: General Counsel and (ii) Wells Fargo Securities, LLC, Attention: Equity Syndicate Department, 375 Park Avenue, New York, NY 10152 (fax no: (212)-214-5918); or, if sent to the Partnership, will be mailed, delivered or telefaxed to Enable Midstream Partners, LP, One Leadership Square, 211 North Robinson Avenue, Suite 150, Oklahoma City, Oklahoma 73102, Attention: General Counsel; or if sent to the Selling Unitholder, will be mailed, delivered or telefaxed to Enogex Holdings LLC, c/o ArcLight Capital Partners, LLC, 200 Clarendon Street, 55th Floor, Boston, MA 02117, Attention: Assistant General Counsel.

14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 9 hereof, and no other person will have any right or obligation hereunder.

15. No Fiduciary Duty. The Partnership and the Selling Unitholder hereby acknowledge that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Partnership and the Selling Unitholder, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Partnership or the Selling Unitholder and (c) the engagement of the Underwriters by the Partnership and the Selling

Unitholder in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Partnership and the Selling Unitholder agree that they are solely responsible for making their own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Partnership or the Selling Unitholder on related or other matters). The Partnership and the Selling Unitholder agree that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to them, in connection with such transaction or the process leading thereto.

16. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Partnership and the Underwriters, or any of them, with respect to the subject matter hereof.

17. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

18. Waiver of Jury Trial. The Partnership, the Selling Unitholder and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

20. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

"Act" shall mean the Securities Act of 1933, as amended and the rules and regulations of the Commission promulgated thereunder.

"Base Prospectus" shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Execution Time.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iv) the information set forth on Schedule I and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

"Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 430B" and "Rule 433" refer to such rules under the Act.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Partnership, the Selling Unitholder and the several Underwriters.

Very truly yours,

Enable Midstream Partners, LP

By: Enable GP, LLC, its General Partner

By: /s/ John P. Laws
Name: John P. Laws
Title: Executive Vice President, Chief Financial Officer and Treasurer

Enogex Holdings LLC

By: /s/ Daniel R. Revers
Name: Daniel R. Revers
Title: President

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified in
Schedule I hereto.

Citigroup Global Markets Inc.

By: Citigroup Global Markets Inc.

By: /s/ Dylan C. Tornay
Name: Dylan C. Tornay
Title: Managing Director

Wells Fargo Securities, LLC

By: Wells Fargo Securities, LLC

By: /s/ Elizabeth Alvarez
Name: Elizabeth Alvarez
Title: Managing Director

For themselves and the other several Underwriters,
named in Schedule II to the foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated November 22, 2016

Registration Statement No. 333-204002

Representatives: Citigroup Global Markets Inc. and Wells Fargo Securities, LLC

Information Included in Disclosure Package:

Number of Underwritten Securities to be sold by the Partnership: 10,000,000

Number of Option Securities to be sold by the Selling Unitholder: 1,424,281

Number of Option Securities to be sold by the Partnership: 75,719

Price per Common Unit to Public: $14.00

Price per Common Unit to the Underwriters: $13.65

Closing Date, Time and Location: November 29, 2016 at 10:00 a.m., New York City time at Baker Botts L.L.P., 910 Louisiana Street, Houston, TX 77002.

Date referred to in Section 6(i)(h) and 6(ii)(d) after which the Partnership and the Selling Unitholder, respectively, may offer or sell securities issued by the Partnership without the consent of the Representatives:

SCHEDULE II

Underwriters	Number of Underwritten Securities to be Purchased
Citigroup Global Markets Inc.	4,000,000
Wells Fargo Securities, LLC	4,000,000
J.P. Morgan Securities, LLC	1,000,000
Deutsche Bank Securities Inc.	1,000,000
Total	10,000,000

SCHEDULE III

Schedule of Free Writing Prospectuses included in the Disclosure Package

None

SCHEDULE IV

Operating Subsidiaries

Name	State of Formation
Enable Atoka, LLC	OK
Enable Bakken Crude Services, LLC	DE
Enable Energy Resources, LLC	OK
Enable East Texas Gas Processing, LLC	DE
Enable Gas Gathering, LLC	OK
Enable Gas Transmission, LLC	DE
Enable Gathering & Processing, LLC	OK
Enable Illinois Intrastate Transmission, LLC	DE
Enable Mississippi River Transmission, LLC	DE
Enable Oklahoma Intrastate Transmission, LLC	DE
Enable Prism Holdings, LLC	DE
Enable Products, LLC	OK
Enable Waskom Holdings, LLC	DE
Enable Woodlawn, LLC	DE
Southeast Supply Header, LLC	DE
Waskom Gas Processing Company	TX

SCHEDULE V

Persons Delivering Lock-up Agreements

CenterPoint Energy Resources Corp.
OGE Enogex Holdings LLC
Enogex Holdings LLC, on behalf of itself and its subsidiaries, including Bronco Midstream Infrastructure LLC
Peter B. Delaney
Alan N. Harris
Peter H. Kind
Scott M. Prochazka
William D. Rogers
Sean Trauschke
Ronnie K. Irani
Paul M. Brewer
Deanna J. Farmer
John P. Laws
Rodney J. Sailor
Mark C. Schroeder
Craig Harris
Tom Levescy

EXHIBIT A

Form of Opinion of Baker Botts L.L.P.

(i) the Partnership is a limited partnership existing and in good standing under the laws of the State of Delaware, with the limited partnership power and authority to conduct its business or own, operate or lease its properties as described in the Disclosure Package and the Final Prospectus. The Partnership is qualified to do business as a foreign limited partnership in each jurisdiction listed on Exhibit A to the opinion.

(ii) the General Partner is a limited liability company existing and in good standing under the laws of the State of Delaware, with the limited liability company power and authority to conduct its business or own, operate or lease its properties, and to act as the general partner of the Partnership, as described in the Disclosure Package and the Final Prospectus. The General Partner is qualified to do business as a foreign limited liability company in each jurisdiction listed on Exhibit A to the opinion.

(iii) each of Enable Gas Transmission, LLC, Enable Oklahoma Intrastate Transmission, LLC, Enable Prism Holdings, LLC, Waskom Gas Processing Company, Enable Bakken Crude Services, LLC, Enable East Texas Gas Processing, LLC, Enable Illinois Intrastate Transmission, LLC, Enable Mississippi River Transmission, LLC, Enable Waskom Holdings, LLC, Enable Woodlawn, LLC and Southeast Supply Header, LLC (collectively, together with the General Partner and the Partnership, the "Enable Midstream Covered Entities") is existing and in good standing as a limited liability company or partnership, as the case may be, under the laws of its jurisdiction of formation, with the limited liability company or partnership power and authority, as the case may be, to conduct its business or own, operate or lease its properties as described in the Disclosure Package and the Final Prospectus.

(iv) the General Partner is the sole general partner of the Partnership and owns (i) the General Partner Interest in the Partnership, and (ii) 100% of the Incentive Distribution Rights. The General Partner Interest has been authorized by all necessary partnership action of the Partnership and is validly issued in accordance with the Partnership Agreement. The Incentive Distribution Rights and the limited partner interests represented thereby have been authorized by all necessary partnership action of the Partnership and are validly issued in accordance with the Partnership Agreement, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act). The General Partner owns the Incentive Distribution Rights and the General Partner Interest free and clear of all liens, encumbrances, security interests, charges or claims (collectively, "Liens") (except for restrictions on transferability as contained in the Partnership Agreement, Liens created by or arising under the Delaware LLC Act and Liens described in the Disclosure

Package and the Final Prospectus) (a) in respect of which a financing statement under the UCC naming the General Partner as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to such counsel, without independent investigation.

(v) CenterPoint Energy Resources Corp. ("CERC") owns 50% of the management units in the General Partner. CERC owns such management units free and clear of all Liens (other than as provided for in the GP LLC Agreement, Liens created by or arising under the Delaware LLC Act and Liens described in the Disclosure Package and the Final Prospectus) (a) in respect of which a financing statement under the UCC naming CERC as debtor is on file in the office of the Secretary of State of the State of Delaware or (b) otherwise known to such counsel, without independent investigation.

(vi) this Agreement has been duly authorized by all necessary partnership action of the Partnership and has been duly executed and delivered by the Partnership;

(vii) the Securities to be purchased by the Underwriters from the Partnership and the limited partner interests represented thereby have been duly authorized by all necessary partnership action of the Partnership for issuance and sale to the Underwriters pursuant to this Agreement and, when issued and delivered by the Partnership pursuant to this Agreement against payment of the consideration set forth herein, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware LP Act);

(viii) the issuance and sale of the Securities by the Partnership pursuant to the Underwriting Agreement are not subject to any contractual preemptive rights that have not been waived under the Partnership Agreement or under any of the specified agreements listed on Exhibit B to such counsel's opinion;

(ix) the Registration Statement became effective under the Act automatically upon filing with the Commission on May 8, 2015, and any required filing of the Final Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by such Rule. To such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding for such purpose has been instituted or threatened by the Commission.

(x) none of the execution and delivery by the Partnership of, and the performance on the date hereof by the Partnership of its obligations under, this Agreement in connection with the issuance and sale of the Securities by the Partnership (i) constitutes or will constitute a violation of the Organizational Documents of any of the Enable Midstream Covered Entities, (ii) constitutes or will constitute a breach or violation of, or a default (or an event which, with

notice or lapse of time or both, would constitute such a default) under any agreement filed or incorporated by reference as an exhibit to the Registration Statement (excluding the agreements listed on Exhibit C to such counsel's opinion)[1] or (iii) contravenes any provision of the laws of the State of Texas, the laws of the State of New York, the Delaware General Corporation Law, the Delaware LP Act, the Delaware LLC Act and applicable federal law of the United States, each as in effect on the date hereof, in each case other than federal or state securities or blue sky laws, antifraud laws and the rules and regulations of FINRA (collectively, "Applicable Law"), which breaches, violations or defaults, in the case of clauses (ii) and (iii), would, individually or in the aggregate, have a Material Adverse Effect;

(xi) no permit, consent, approval, authorization, order, registration, filing or qualification ("consent") of or with any Delaware, Texas or federal court, governmental agency or body having jurisdiction over the Partnership or its properties or assets is required under Applicable Law for the execution and delivery of this Agreement or the issuance and sale of the Securities by the Partnership in accordance with the terms of this Agreement, except as disclosed in the Disclosure Package and the Final Prospectus or for such consents that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect;

(xii) the statements set forth in the Preliminary Prospectus and the Final Prospectus under the caption "Material Federal Income Tax Considerations," insofar as they purport to constitute a summary of United States federal income tax law and regulations or legal conclusions with respect thereto, accurately summarize the matters described therein in all material respects, subject to the assumptions and qualifications set forth therein;

(xiii) the statements set forth in the Disclosure Package and the Final Prospectus under the caption "Description of the Common Units," insofar as such statements purport to constitute a summary of the Securities, are accurate in all material respects; and

(xiv) the Partnership is not an "investment company" as defined in the Investment Company Act of 1940, as amended.

Such counsel shall also have furnished to the Underwriters a written statement, addressed to the Underwriters and dated such Closing Date, in form and substance satisfactory to the Underwriters, to the effect that such counsel has reviewed the Registration Statement, the Disclosure Package and the Final Prospectus and has participated in conferences with officers and other representatives of the General Partner, with representatives of the Partnership's independent registered public accounting firm and with the Underwriters' representatives and its counsel, at which the contents of the Registration Statement, the Disclosure Package, the Final

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[1] Exhibit C to include any agreements that have been superseded or are otherwise no longer in effect (*e.g.*, prior partnership agreements).

Prospectus and related matters were discussed. The purpose of such counsel's professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, the Disclosure Package or the Final Prospectus, and such counsel has not undertaken to verify independently any of the factual matters in such documents. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, the Disclosure Package and the Final Prospectus involve matters of a non-legal nature. Accordingly, such counsel is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or included in the Registration Statement, the Disclosure Package and the Final Prospectus (except to the extent stated in paragraphs (xii) and (xiii). Subject to the foregoing and on the basis of the information such counsel gained in the course of performing the services referred to above, such counsel advises the Underwriters that:

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

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

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

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

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

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

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and employees of the Partnership and the General Partner and upon information obtained from public officials, (ii) assume that all documents submitted to such counsel as originals are authentic, that all copies submitted to such counsel conform to the originals thereof, and that the signatures on all documents examined by such counsel are genuine, (iii) state that its opinion is limited to matters governed by federal law and the Delaware LP Act, Delaware LLC Act, the laws of the state of Texas and the law of the State of New York,

(iv) with respect to the opinions as to the good standing or due qualification or registration as a foreign limited partnership or limited liability company, as the case may be, state that such opinions are based solely upon certificates of good standing provided by the Secretary of State of the state of formation and certificates of foreign qualification or registration provided by the Secretary of State of the states listed on an exhibit to be attached to such counsel's opinion, (v) state that they express no opinion with respect to (A) any permits to own or operate any real or personal property, (B) state or local taxes or tax statutes to which any of the limited partners of the Partnership or any of the Partnership Entities may be subject or (C) any conflict between compliance with the indemnification or contribution provisions of this Agreement and any existing Applicable Law; and (vi) with respect to the opinions expressed in paragraph (iv) relating to the existence of any Lien for which a financing statement under the Uniform Commercial Code is on file, rely solely upon such counsel's review of reports, dated as of recent dates, prepared by a service provider, purporting to describe all financing statements on file as of the dates thereof in the office of the Secretary of State of the State of Delaware, naming such applicable entity as debtor.

EXHIBIT B

Form of Opinion of Deputy General Counsel, Secretary and Chief Ethics and Compliance Officer of the General Partner

(i) Each of Enable Gathering & Processing, LLC ("Enable G&P"), Enable Gas Gathering, LLC ("EGG"), Enable Products, LLC ("Enable Products"), Enable Atoka, LLC ("Enable Atoka") and Enable Energy Resources, LLC ("Enable Energy Resources") is a limited liability company existing and in good standing under the laws of the State of Oklahoma, with the limited liability company power and authority to own, lease and operate its properties and to conduct its business as described in the Disclosure Package and the Final Prospectus.

(ii) Enable Oklahoma Intrastate Transmission, LLC ("Enable OK Intrastate") owns all of the issued and outstanding limited liability company interests of Enable G&P and Enable Energy Resources; such limited liability company interests have been authorized by all necessary limited liability company action and validly issued in accordance with the limited liability company agreement of Enable G&P and are fully paid (to the extent required under the limited liability company agreement) and nonassessable (except as such nonassessability may be limited by Sections 2030, 2031 and 2040 of the LLC Act); and such limited liability company interests are owned by Enable OK Intrastate free and clear of all Liens (except for restrictions on transferability as contained in the limited liability company agreement or as described in the Disclosure Package and the Final Prospectus) (A) in respect of which a financing statement under the Oklahoma UCC naming Enable OK Intrastate as debtor is on file in the office of the Secretary of State of the State of Delaware or (B) otherwise known to such counsel, without independent investigation, other than those created or arising under the Oklahoma LLC Act.

(iii) Enable G&P owns all of the issued and outstanding limited liability company interests of EGG, Enable Products and Enable Atoka; such limited liability company interests have been authorized by all necessary limited liability company action and validly issued in accordance with the applicable limited liability company agreement of such entity and are fully paid (to the extent required under the applicable limited liability company agreement) and nonassessable (except as such nonassessability may be limited by Sections 2030, 2031 and 2040 of the Oklahoma LLC Act); and such limited liability company interests are owned by Enable G&P free and clear of all Liens (except for restrictions on transferability as contained in the applicable limited liability company agreement or as described in the Disclosure Package and the Final Prospectus) (A) in respect of which a financing statement under the Oklahoma UCC naming Enable G&P as debtor is on file in the office of the Secretary of State of the State of Oklahoma or (B) otherwise known to such counsel, without independent investigation, other than those created or arising under the Oklahoma LLC Act.

EXHIBIT C

Form of Lock-Up Letter

Citigroup Global Markets Inc.
Wells Fargo Securities, LLC
As Representatives of the several Underwriters,

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

c/o Wells Fargo Securities, LLC
375 Park Avenue
New York, NY 10152

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement"), by and among Enogex Holdings LLC, a Delaware limited liability company ("Enogex"), Enable Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), and each of you as representatives (the "Representatives") of the Underwriters named therein, relating to an underwritten public offering (the "Offering") of up to 11,500,000 common units representing limited partner interests in the Partnership (the "Common Units")[, including 1,424,281 common units held by Enogex that constitute a portion of the "Option Securities" subject to the Underwriting Agreement][2].

To induce you and the other Underwriters that may participate in the Offering to continue their efforts in connection with the Offering, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it will not [(and will not permit any of its subsidiaries to)][3], during the period commencing on the date hereof and ending 60 days after the date of the final prospectus (the "Restricted Period") relating to the Offering (the "Prospectus"), (1) 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 beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Units or (2) 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 in clause (1) or (2) above is to be settled by delivery of Common Units or such other securities, in cash or otherwise or publicly announce any intention to do any of the foregoing.

The foregoing sentence shall not apply to (a) transfers of Common Units as a bona fide gift or gifts and dispositions to any trust for the direct or indirect benefit of the

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[2] **NTD:** To be included in Lock-Up Letter delivered by Enogex Holdings LLC.
[3] **NTD:** To be included in Lock-Up Letter delivered by Enogex Holdings, LLC.

undersigned and/or the immediate family of the undersigned, as long as (i) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with such transfer or disposition and (ii) each donee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this letter, (b) any exercise of options or vesting or exercise of any other equity-based award, in each case under the Partnership's equity incentive plan or any other plan or agreement described in the Prospectus included or incorporated by reference in the Prospectus, including any dispositions in connection with the "cashless" exercise of option rights and any open market transactions in connection with the payment of taxes due upon such exercise or vesting, provided that any such Common Units received upon such exercise or vesting will also be subject to this agreement, or (c) transactions relating to Common Units or other securities acquired in open market transactions after the completion of the Offering, as long as no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Units or other securities acquired in such open market transactions. In addition, the undersigned agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, it 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 undersigned also agrees and consents to the entry of stop transfer instructions with the Partnership's transfer agent and registrar against the transfer of the undersigned's Common Units except in compliance with the foregoing restrictions.

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

Exhibit 5.1

BAKER BOTTS LLP

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RIYADH
SAN FRANCISCO
WASHINGTON

November 29, 2016

Enable Midstream Partners, LP
One Leadership Square
211 North Robinson Avenue, Suite 150
Oklahoma City, Oklahoma 73102

Ladies and Gentlemen:

We have acted as counsel to Enable Midstream Partners, LP, a Delaware limited partnership (the "**Partnership**"), in connection with the offering and sale of an aggregate of 11,500,000 common units representing limited partner interests in the Partnership (the "**Common Units**"), 10,075,719 Common Units of which are being offered by the Partnership (the "**Partnership Units**") and 1,424,281 Common Units of which (the "**Selling Unitholder Units**") are being offered by Enogex Holdings LLC, a Delaware limited liability company (the "**Selling Unitholder**"), as set forth in the Underwriting Agreement (as defined below).

We understand that the Common Units are to be sold by the Partnership and the Selling Unitholder, pursuant to the terms of the Underwriting Agreement dated November 22, 2016 (the "**Underwriting Agreement**") by and among the Partnership and the Selling Unitholder, on the one hand, and Citigroup Global Markets, Inc. and Wells Fargo Securities, LLC, on the other hand, as representatives of the several underwriters listed in Schedule II thereto.

In connection with this opinion, we have examined and relied upon the accuracy of original, certified copies or photocopies of such records, agreements, certificates and other documents as we have deemed necessary or appropriate to enable us to render the opinions set out below, including (i) the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership and the Certificate of Limited Partnership of the Partnership, each as amended to the date hereof; (ii) the Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "**General Partner**"), and the Certificate of Formation of the General Partner, each as amended to the date hereof; (iii) the registration statement on Form S-3 (Registration No. 333-204002) (as amended, the "**Registration Statement**") filed by the Partnership with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"); (iv) the prospectus included in the Registration Statement dated May 8, 2015 (the "**Base Prospectus**"); (v) the prospectus supplement to the Base Prospectus dated November 22, 2016 (together with the Base Prospectus, the "**Prospectus**"); (vi) the Underwriting Agreement; (vii) the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**") and the Delaware Limited Liability Company Act (the "**Delaware LLC Act**"); and (viii) the Partnership's records and documents, certificates of representatives of the Partnership and public officials, and other instruments and documents as we deemed necessary or appropriate for the purposes of this opinion.

In making our examination, we have assumed that all signatures on documents examined by us are genuine, that all documents submitted to us as originals are authentic and complete, that all documents submitted to us as certified or photostatic copies conform with the original copies of such documents and that all information submitted to us was accurate and complete. In addition, we have relied, without independent investigation, upon the factual accuracy of the representations and warranties contained in the certificates we examined. We have also assumed that all (i) the Partnership Units will be issued and sold and (ii) the Selling Unitholder Units will be sold, in each case, in the manner set forth in the Prospectus and the Underwriting Agreement and that any certificates for the Common Units will be duly countersigned, registered and electronically transmitted by the transfer agent and registrar for the Partnership.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that (i) the Partnership Units have been duly authorized and, when issued and delivered by the

Partnership against payment therefor in accordance with the Underwriting Agreement and as described in the Registration Statement, will be validly issued, fully paid and nonassessable and (ii) the Selling Unitholder Units have been duly authorized and are validly issued, fully paid and nonassessable.

The foregoing opinion is limited in all respects to the Delaware LP Act and the Delaware LLC Act, as published in effect on the date hereof, and applicable reported judicial decisions, rules and regulations interpreting and implementing those laws. We express no opinion as to the effect of the laws of any other jurisdiction.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Partnership's Current Report on Form 8-K dated on or about the date hereof, to the incorporation by reference of this opinion into the Registration Statement and to the reference to our firm under the caption "Legal Matters" in the Prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

The opinion expressed herein is given as of the date hereof and we undertake no obligations to supplement this opinion if any applicable law changes after such date or if we become aware of any facts that might change the opinion expressed herein after such date or for any other reason.

Very truly yours,

/s/ Baker Botts L.L.P.

Exhibit 8.1

BAKER BOTTS L.L.P.

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RIYADH
SAN FRANCISCO
WASHINGTON

November 29, 2016

Enable Midstream Partners, LP
One Leadership Square
211 North Robinson Avenue, Suite 150
Oklahoma City, Oklahoma 73102

Ladies and Gentlemen:

We have acted as counsel to Enable Midstream Partners, LP, a Delaware limited partnership (the "**Partnership**"), in connection with the offering and sale of an aggregate of 11,500,000 common units representing limited partner interests in the Partnership (the "**Common Units**"), 10,075,719 Common Units of which are being offered by the Partnership and 1,424,281 Common Units of which are being offered by Enogex Holdings LLC, a Delaware limited liability company (the "**Selling Unitholder**"), as set forth in the Underwriting Agreement (as defined below).

We understand that the Common Units are to be sold by the Partnership and the Selling Unitholder, pursuant to the terms of the Underwriting Agreement dated November 22, 2016 (the "**Underwriting Agreement**") by and among the Partnership and the Selling Unitholder, on the one hand, and Citigroup Global Markets, Inc. and Wells Fargo Securities, LLC, on the other hand, as representatives of the several underwriters listed in Schedule II thereto.

Reference is made to (i) the registration statement on Form S-3 (Registration No. 333-204002) (as amended, the "**Registration Statement**") filed by the Partnership with the Securities and Exchange Commission under the Securities Act of 1933, as amended; (ii) the prospectus included in the Registration Statement dated May 8, 2015 (the "**Base Prospectus**"); and (iii) the prospectus supplement to the Base Prospectus dated November 22, 2016 (together with the Base Prospectus, the "**Prospectus**"). We prepared the discussion (the "**Discussion**") set forth under the caption "Material Federal Income Tax Considerations" in the Prospectus.

This opinion is based on various facts and assumptions, and is conditioned upon certain representations made to us by the Partnership as to factual matters through a certificate of an officer of the Partnership (the "**Officer's Certificate**"). In addition, this opinion is based upon the factual representations of the Partnership concerning its business, properties and governing documents as set forth in the Registration Statement, the Prospectus and the Partnership's responses to our examinations and inquiries.

In our capacity as counsel to the Partnership, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For purposes of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or representations. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us which are qualified as to knowledge or belief, without regard to such qualification.

We hereby confirm that all statements of legal conclusions contained in the Discussion constitute the opinion of Baker Botts L.L.P. with respect to the matters set forth therein as of the date hereof, subject to the assumptions, qualifications and limitations set forth therein. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement, the Prospectus and the Officer's Certificate, may affect the conclusions stated herein.

No opinion is expressed as to any matter not discussed in the Discussion. We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

We hereby consent to the filing of this opinion as Exhibit 8.1 to the Partnership's Current Report on Form 8-K dated on or about the date hereof, to the incorporation by reference of this opinion into the Registration Statement and to the reference to our firm and this opinion in the Discussion and under the caption "Legal Matters" in the Prospectus. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

The opinion expressed herein is given as of the date hereof and we undertake no obligations to supplement this opinion if any applicable law changes after such date or if we become aware of any facts that might change the opinion expressed herein after such date or for any other reason.

Very truly yours,

/s/ Baker Botts L.L.P.