

**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): **June 20, 2018**

ENLINK MIDSTREAM PARTNERS, LP

(Exact name of registrant as specified in its charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

001-36340
(Commission File
Number)

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

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

75201
(Zip Code)

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

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

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

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

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On June 20, 2018, EnLink Midstream Partners, LP (the "Partnership") entered into a Second Amendment to Credit Agreement and Limited Consent (the "Credit Agreement Amendment"), which amends the Credit Agreement, dated as of February 20, 2014 (as modified and amended, the "Credit Agreement"), by and among the Partnership, Bank of America, N.A., as Administrative Agent, and the lenders party thereto.

The Credit Agreement Amendment amends the change of control provisions of the Credit Agreement to, among other things, designate certain affiliates of Global Infrastructure Partners ("GIP") as Qualifying Owners (as defined in the Credit Agreement Amendment) from and after the closing of the previously announced proposed acquisition by affiliates of GIP of all of the equity interests held by subsidiaries of Devon Energy Corporation in the Partnership, EnLink Midstream, LLC, and EnLink Midstream Manager, LLC.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Credit Agreement Amendment, which is attached as Exhibit 10.1 to this Current Report on Form 8-K (this "Current Report") and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report is incorporated herein by reference.

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

Officer Appointments

On June 21, 2018, the Board of Directors (the "Company Board") of EnLink Midstream GP, LLC (the "Company"), the general partner of the Partnership, appointed Mr. Benjamin D. Lamb to Executive Vice President and Chief Operating Officer of the Company and Ms. Alaina K. Brooks to Executive Vice President, Chief Legal and Administrative Officer, and Secretary of the Company, in each case, effective as of June 21, 2018. Additionally, the Board of Directors (the "Manager Board") of EnLink Midstream Manager, LLC (the "Manager"), the managing member of EnLink Midstream, LLC ("ENLC"), appointed Mr. Benjamin D. Lamb to Executive Vice President and

Chief Operating Officer of the Manager and Ms. Alaina K. Brooks to Executive Vice President, Chief Legal and Administrative Officer, and Secretary of the Manager, in each case, effective as of June 21, 2018.

Benjamin D. Lamb, 39, joined the Company in December 2012. Mr. Lamb has served in a number of leadership roles within the Company, most recently as Executive Vice President — North Texas and Oklahoma, and previously as Executive Vice President — Corporate Development, Senior Vice President — Finance and Corporate Development, and Vice President

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— Finance. Prior to joining the Company, Mr. Lamb served as a Principal at the investment banking firm Greenhill & Co., which he joined in 2005. In that role, he focused on the evaluation and execution of mergers, acquisitions, and restructuring transactions for clients primarily in the midstream energy, power, and utility industries. Prior to joining Greenhill, he served as an investment banker at UBS Investment Bank in its Mergers and Acquisitions Group and in its Global Energy Group, and at Merrill Lynch in its Global Energy and Power Group. Mr. Lamb received his Bachelor of Business Administration from Baylor University in 2000.

Alaina K. Brooks, 44, joined the Company in 2008. Ms. Brooks has served in several legal roles within the Company, most recently as Senior Vice President, General Counsel, and Secretary, and previously as Deputy General Counsel. In Ms. Brooks' new role, she serves on the Company's Executive Leadership Team and leads the legal, regulatory, public and industry affairs, environmental health and safety, and human resources functions. Before joining the Company in 2008, Ms. Brooks practiced law at Weil, Gotshal & Manges LLP and Baker Botts LLP, where she counseled clients on matters of complex commercial litigation, risk management, and taxation. Ms. Brooks is a licensed Certified Public Accountant and holds a Juris Doctor from Duke University School of Law and Bachelor of Science and Master of Science in accounting from Oklahoma State University.

Officer Compensation

In connection with his appointment as Executive Vice President and Chief Operating Officer of the Company and the Manager, the Company Board and the Manager Board (as applicable) approved the following actions with respect to Mr. Lamb's compensation, in each case, effective as of June 21, 2018: (1) increasing his base salary from an annual rate of pay of \$435,000 to \$475,000; and (2) increasing his target percentage for the short-term incentive program (the "STI Program") from 90% to 100%. A description of the STI Program is provided in each of the Partnership's annual report on Form 10-K (the "Partnership 2018 10-K") and ENLC's annual report on Form 10-K (the "ENLC 2018 10-K", and, together with the Partnership 2018 10-K, the "2018 10-Ks"), respectively, each filed with the Securities and Exchange Commission on February 21, 2018. Each of the Compensation Committee of the Company Board and the Governance and Compensation Committee of the Manager Board recommended that the applicable Board approve the foregoing appointment and compensation changes.

In connection with her appointment as Executive Vice President, Chief Legal and Administrative Officer, and Secretary of the Company and the Manager, the Company Board and the Manager Board (as applicable) approved the following with respect to Ms. Brooks' compensation, in each case, effective as of June 21, 2018: (1) a base salary annual rate of pay of \$425,000; and (2) a target percentage for the STI Program of 90%. A description of the STI Program is provided in each of the 2018 10-Ks. Each of the Compensation Committee of the Company Board and the Governance and Compensation Committee of the Manager Board recommended that the applicable Board approve the foregoing appointment and compensation changes. In addition, effective June 21, 2018, Ms. Brooks and a subsidiary of the Partnership entered into (i) an agreement (the "Amended CIC Agreement") that amends and restates Ms. Brooks' prior change in control agreement, which is materially consistent with the form of change in control agreement described in the 2018 10-Ks that the Company Board previously approved and (ii) an agreement (the "Amended Severance Agreement") that amends and restates

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Ms. Brooks' prior severance agreement, which is materially consistent with the form of severance agreement described in the 2018 10-Ks that the Company Board previously approved. The Amended CIC Agreement is materially consistent with Ms. Brooks' prior change in control agreement except that the multiple used to determine the cash severance amount that would be payable to Ms. Brooks upon a qualifying termination during the period that begins 120 days prior to a change in control (as defined in the Amended CIC Agreement) and ends 24 months following a change in control was increased from 1x to 2x. The Amended Severance Agreement is materially consistent with Ms. Brooks' prior severance agreement except that the multiple used to determine the cash severance amount that would be payable to Ms. Brooks upon a qualifying termination (as defined in the Amended Severance Agreement) was increased from 1x to 2x. The foregoing description of the Amended CIC Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the Form of Amended and Restated Change in Control Agreement, which is filed as Exhibit 10.10 to the Partnership 2018 10-K and incorporated herein by reference. The foregoing description of the Amended Severance Agreement does not purport to be complete and is qualified in its entirety by reference to the text of the Form of Amended and Restated Severance Agreement, which is filed as Exhibit 10.9 to the Partnership 2018 10-K and incorporated herein by reference.

In addition, on June 21, 2018, the Company Board and the Manager Board approved increasing Eric D. Batchelder's base salary from an annual rate of pay of \$380,000 to \$435,000 in order to compensate Mr. Batchelder for adding corporate development responsibilities to his role as Executive Vice President and Chief Financial Officer. Each of the Compensation Committee of the Company Board and the Governance and Compensation Committee of the Manager Board recommended that the applicable Board approve the foregoing compensation changes.

Officer Departure

On June 25, 2018, the Partnership announced that Mr. McMillan ("Mac") Hummel, Executive Vice President/Business Unit President, will depart the Company and the Manager after an appropriate transition period.

Item 7.01. Regulation FD Disclosure.

On June 25, 2018, the Partnership issued a press release announcing the appointments and departure described in Item 5.02 of this Current Report. A copy of the press release is furnished as Exhibit 99.1 to this Current Report. In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and in the attached exhibit shall be deemed to be furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

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Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

In accordance with General Instruction B.2 of Form 8-K, the information set forth in the attached Exhibit 99.1 shall be deemed to be furnished and shall not be

deemed to be “filed” for purposes of Section 18 of the Exchange Act.

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
10.1	— Second Amendment to Credit Agreement and Limited Consent, dated as of June 20, 2018, by and among EnLink Midstream Partners, LP, Bank of America, N.A., as Administrative Agent, and the lenders party thereto.
99.1	— Press Release dated June 25, 2018.

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SIGNATURES

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

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC,
its General Partner

Date: June 25, 2018

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

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SECOND AMENDMENT TO CREDIT AGREEMENT AND LIMITED CONSENT

This SECOND AMENDMENT TO CREDIT AGREEMENT AND LIMITED CONSENT (this "Amendment and Consent"), dated effective as of June 20, 2018 (the "Effective Date"), is by and among EnLink Midstream Partners, LP, a Delaware limited partnership (the "Borrower"), the Lenders party hereto and Bank of America, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent").

WHEREAS, the Borrower, the lenders party thereto (the "Lenders"), and the Administrative Agent are parties to that certain Credit Agreement dated as of February 20, 2014 (as modified by that certain Commitment Increase and Extension Agreement, dated effective as of February 5, 2015, and as amended by that certain First Amendment to Credit Agreement, dated effective as of December 23, 2015, by and among the Borrower, the Lenders party thereto and the Administrative Agent, the "Credit Agreement"), the capitalized terms of which are used herein as therein defined unless otherwise defined herein);

WHEREAS, the Borrower has notified the Administrative Agent that pursuant to the Purchase Agreement, dated as of June 5, 2018 (as publicly available on the Effective Date, including any amendments, supplements or other modifications thereto after the Effective Date that, taken as a whole, are not materially adverse to the interests of the Administrative Agent or the Lenders, the "Purchase Agreement"), by and among Devon Gas Services, L.P. ("DGS") and Southwestern Gas Pipeline, L.L.C. ("Southwestern"), as sellers; EnLink Midstream Manager, LLC, acting solely in its individual capacity and not in its capacity as managing member of EnLink Midstream, LLC (the "Manager"); Devon Energy Corporation, solely for the purposes specified therein; and GIP III Stetson I, L.P. (the "ENLK Acquiror") and GIP III Stetson II, L.P., as acquirors, among other things, the ENLK Acquiror has agreed to acquire from DGS all of the Equity Interests in the Manager, which transaction would result in the acquisition by ENLK Acquiror of "beneficial ownership" of more than 50% of Crosstex GP; and

WHEREAS, the Borrower has requested, and the Lenders party hereto have agreed, subject to the terms and conditions of this Amendment and Consent, to amend the Credit Agreement and grant a limited consent with respect to the transactions contemplated by the Purchase Agreement, each as more fully set forth in this Amendment and Consent.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties and agreements herein contained, the parties hereto agree as follows:

Section 1. Amendments to the Credit Agreement. The Credit Agreement is hereby amended as follows:

- (a) The following new definitions are added, in the appropriate alphabetical order, to Section 1.01 of the Credit Agreement to read as follows:

"GIP" means Global Infrastructure Partners III-A/B, L.P., Global Infrastructure Partners III-C Intermediate, L.P., Global Infrastructure Partners III-C2 Intermediate, L.P., Global Infrastructure Partners III-C Stetson AIV, L.P. and each of their Affiliates, and any funds, partnerships or other

investment vehicles Controlled by them or their Affiliates (excluding in each case, any portfolio companies).

"GIP Purchase Agreement" means the Purchase Agreement dated as of June 5, 2018 (as publicly available on the Second Amendment Effective Date, including any amendments, supplements or other modifications thereto that, taken as a whole, are not materially adverse to the interests of the Administrative Agent or the Lenders), by and among Devon Gas Services, L.P. and Southwestern Gas Pipeline, L.L.C., as sellers; EnLink Midstream Manager, LLC, acting solely in its individual capacity and not in its capacity as managing member of EnLink Midstream, LLC; Devon Energy Corporation, solely for the purposes specified therein; and GIP III Stetson I, L.P. and GIP III Stetson II, L.P., as acquirors.

"GIP Transaction" means the transactions contemplated by the GIP Purchase Agreement.

"Second Amendment Effective Date" means June 20, 2018.

- (b) The definition of Qualifying Owners in Section 1.01 of the Credit Agreement is amended and restated in its entirety with the following:

"Qualifying Owners" means (i) prior to the closing of the GIP Transaction, Devon and its Subsidiaries, and (ii) from and after the closing of the GIP Transaction, GIP and its Subsidiaries.

- (c) The reference to "Devon or any of its Subsidiaries" in the proviso in Section 5.14 of the Credit Agreement is hereby replaced with a reference to "Devon, GIP or any of their respective Subsidiaries".

Section 2. Consent. The Lenders party hereto, which constitute the Required Lenders, hereby consent to the acquisition by the ENLK Acquiror from DGS of all of the Equity Interests in the Manager pursuant to the Purchase Agreement, which transaction would result in the acquisition by ENLK Acquiror of "beneficial ownership" of more than 50% of Crosstex GP, which consent shall, upon effectiveness of this Agreement, be effective as of the Effective Date. This consent is limited to the extent described herein and shall not be construed to be a waiver of any other terms, provisions, covenants, warranties or agreements contained in the Credit Agreement or any of the Loan Documents. The Administrative Agent and the Lenders reserve the right to exercise any rights and remedies available to them in connection with any present or future defaults under the Credit Agreement or any other provision of any Loan Document.

Section 3. Conditions Precedent. This Amendment and Consent shall become effective as of the Effective Date upon the satisfaction of the following conditions precedent:

- (a) the Administrative Agent shall have received this Amendment and Consent, duly executed by the Borrower, the Required Lenders, and the Administrative Agent;
- (b) the representations and warranties set forth in Section 4 of this Amendment and Consent shall be true and correct; and
- (c) the Borrower shall have paid all fees, costs and expenses that are payable pursuant to Section 10.04 of the Credit Agreement (including the reasonable fees and expenses of Bracewell LLP, counsel to the Administrative Agent) to the extent that the Borrower has received an invoice therefor at least two Business Days prior to the anticipated Effective Date.

Section 4. Representations and Warranties. The Borrower represents and warrants to the Lenders and the Administrative Agent:

(a) The execution, delivery and performance by the Borrower of this Amendment and Consent have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) violate (A) the terms of the Borrower's Organization Documents, (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or its property is subject, or (C) any provision of Law applicable to it, (ii) result in the acceleration of any Indebtedness owed by it, except as could not reasonably be expected to have a Material Adverse Effect, (iii) result in any breach of, or a default under, any material Contractual Obligation to which the Borrower is a party or to which its properties are bound, except as could not reasonably be expected to have a Material Adverse Effect or (iv) result in the creation of any consensual Lien upon any of its material assets except as expressly contemplated in, or permitted by, the Loan Documents.

(b) This Amendment and Consent has been duly executed and delivered by the Borrower and constitutes the Borrower's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No material consent, approval, authorization or order of, or filing, registration or qualification with, any Governmental Authority or third party that has not been obtained is required to be made or obtained by the Borrower pursuant to the provisions of any material Law applicable to it as a condition to its execution, delivery or performance of this Amendment and Consent, except those that would ordinarily be made or done in the ordinary course of business after the Effective Date.

(d) After giving effect to this Amendment and Consent, the representations and warranties set forth in Article V of the Credit Agreement and the other Loan Documents are true and correct in all material respects (except to the extent such

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representations and warranties are already qualified as to materiality, in which case such representations and warranties are true and correct in all respects) on and as of the Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (except to the extent such representations and warranties are already qualified as to materiality, in which case such representations and warranties are true and correct in all respects) as of such earlier date, and except that the representations and warranties contained in subsections (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to subsections (a) and (b), respectively, of Section 6.01 of the Credit Agreement.

(e) After giving effect to this Amendment and Consent, no event has occurred and is continuing that constitutes a Default or an Event of Default.

Section 5. Miscellaneous.

(a) Modified Terms. On and after the Effective Date, all references to the Credit Agreement or the other Loan Documents in each of the Credit Agreement or the other Loan Documents shall hereafter mean the Credit Agreement or the other Loan Documents as modified by this Amendment and Consent. Except as specifically modified hereby or otherwise agreed, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed and shall remain in full force and effect according to their respective terms.

(b) Reaffirmation of Obligations. The Borrower hereby ratifies the Credit Agreement and acknowledges and reaffirms (i) that it is bound by all terms of the Credit Agreement (as modified by this Amendment and Consent) and the other Loan Documents applicable to it and (ii) that it is responsible for the observance and full performance of its respective Obligations.

(c) Loan Document. This Amendment and Consent shall constitute a Loan Document under the terms of the Credit Agreement.

(d) Fees and Expenses. The Borrower agrees to pay (i) the fees set forth in the fee letter dated as of the date hereof by and among the Borrower, the Administrative Agent and Merrill Lynch, Pierce, Fenner & Smith Incorporated and (ii) all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment and Consent, including the reasonable fees and expenses of Bracewell LLP, as the Administrative Agent's legal counsel.

(e) Further Assurances. The Borrower agrees to promptly take such reasonable action, upon the request of the Administrative Agent, as is necessary to carry out the intent of this Amendment and Consent.

(f) Entirety. This Amendment and Consent and the other Loan Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

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(g) Counterparts; Telecopy. This Amendment and Consent may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment and Consent or any other document required to be delivered hereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Amendment and Consent. Without limiting the foregoing, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

(h) GOVERNING LAW. THIS AMENDMENT AND CONSENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(i) Successors and Assigns. This Amendment and Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(j) Consent to Jurisdiction; Service of Process; Waiver of Jury Trial The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.

(k) No Waiver. The execution, delivery and effectiveness of this Amendment and Consent shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

[Remainder of this page blank; signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment and Consent to be duly executed and delivered by their respective duly authorized officers as of the Effective Date.

BORROWER:

ENLINK MIDSTREAM PARTNERS, LP

By: EnLink Midstream GP, LLC,
its general partner

By: /s/ Ruben Garcia Espejo
Name: Ruben Garcia Espejo
Title: Vice President — Finance and Treasurer

Signature Page to Second Amendment to Credit Agreement (ENLK)

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /s/ Don B. Pinzon
Name: Don B. Pinzon
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

LENDERS:

BANK OF AMERICA, N.A., as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Christopher DiBiase
Name: Christopher DiBiase
Title: Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

CITIBANK, N.A., as a Lender and L/C Issuer

By: /s/ Michael Zeller
Name: Michael Zeller
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

WELLS FARGO BANK, N.A., as a Lender and L/C Issuer

By: /s/ Brandon Kast
Name: Brandon Kast
Title: Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

BANK OF MONTREAL, as a Lender

By: /s/ Wynette Chan
Name: Wynette Chan
Title: Vice President

ROYAL BANK OF CANADA, as a Lender

By: /s/ Jay T. Sartain
Name: Jay T. Sartain
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

BARCLAYS BANK PLC, as a Lender

By: /s/ Martin Corrigan
Name: Martin Corrigan
Title: Associate

Signature Page to Second Amendment to Credit Agreement (ENLK)

COMPASS BANK, as a Lender

By: /s/ Mark H. Wolf
Name: Mark H. Wolf
Title: Senior Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

COMERICA BANK, as a Lender

By: /s/ Jeffrey M. LaBauve
Name: Jeffrey M. LaBauve
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a Lender

By: /s/ Nupur Kumar
Name: Nupur Kumar
Title: Authorized Signatory

By: /s/ Sophie Bulliard
Name: Sophie Bulliard
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

GOLDMAN SACHS BANK USA, as a Lender

By: /s/ Chris Lam
Name: Chris Lam
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Debra Hrelja
Name: Debra Hrelja
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

MORGAN STANLEY BANK, N.A., as a Lender

By: /s/ Jake Dowden
Name: Jake Dowden
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sean Piper
Name: Sean Piper
Title: AVP

Signature Page to Second Amendment to Credit Agreement (ENLK)

MIZUHO BANK, LTD., as a Lender

By: /s/ Donna DeMagistris
Name: Donna DeMagistris
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

MUFG BANK, LTD., as a Lender

By: /s/ Mark Oberreuter
Name: Mark Oberreuter
Title: Authorized Signatory

Signature Page to Second Amendment to Credit Agreement (ENLK)

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: /s/ Patrick Jeffrey
Name: Patrick Jeffrey
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

SUNTRUST BANK, as a Lender

By: /s/ Benjamin L. Brown
Name: Benjamin L. Brown
Title: Director

BRANCH BANKING AND TRUST COMPANY, as a Lender

By: /s/ Lincoln LaCour
Name: Lincoln LaCour
Title: Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as a Lender

By: /s/ Dixon Schultz
Name: Dixon Schultz
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

SCOTIABANC INC., as a Lender

By: /s/ J. Lima
Name: J. Lima
Title: Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

THE HUNTINGTON NATIONAL BANK, as a Lender

By: /s/ Christopher Renyi
Name: Christopher Renyi
Title: Senior Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

REGIONS BANK, as a Lender

By: /s/ David Valentine
Name: David Valentine
Title: Managing Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

ZB, N.A. dba AMEGY BANK, as a Lender

By: /s/ Jill McSorley
Name: Jill McSorley
Title: Senior Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

FIFTH THIRD BANK, as a Lender

By: /s/ Larry Hayes
Name: Larry Hayes
Title: Director

Signature Page to Second Amendment to Credit Agreement (ENLK)

RAYMOND JAMES BANK N.A., as a Lender

By: /s/ Scott G. Axelrod
Name: Scott G. Axelrod
Title: Senior Vice President

Signature Page to Second Amendment to Credit Agreement (ENLK)

SUMITOMO MITSUI BANKING CORPORATION, as a Lender

By: /s/ James D. Weinstein
Name: James D Weinstein
Title: Managing Director

Signature Page to Second Amendment to Credit Agreement (ENLK)



FOR IMMEDIATE RELEASE
JUNE 25, 2018

Investor Relations: Kate Walsh, Vice President of Investor Relations, 214-721-9696, kate.walsh@enlink.com
Media Relations: Jill McMillan, Vice President of Public & Industry Affairs, 214-721-9271, jill.mcmillan@enlink.com

EnLink Midstream Announces Changes to Executive Leadership Team

Benjamin D. Lamb Promoted to Executive Vice President and Chief Operating Officer

Alaina K. Brooks Promoted to Executive Vice President, Chief Legal and Administrative Officer, and Secretary

Eric D. Batchelder, Executive Vice President and Chief Financial Officer, will lead Corporate Development

DALLAS, June 25, 2018—The EnLink Midstream companies (EnLink), EnLink Midstream, LLC (NYSE: ENLC), the General Partner, and EnLink Midstream Partners, LP (NYSE: ENLK), the Master Limited Partnership, announced today that EnLink’s Boards of Directors approved several changes to EnLink’s executive and senior leadership teams.

“EnLink is at an exciting point in our journey,” said Michael J. Garberding, President and Chief Executive Officer. “We recently announced plans for a new, long-term strategic partnership with Global Infrastructure Partners, and we continue to proactively transform our company to better align our leadership team with our strategic plan and its geographically driven, cross-commodity growth strategies. These leadership changes will generate further cross-commodity focus, more efficiencies for our business, stronger customer service, and increased growth opportunities to ensure our lasting success.”

Benjamin D. Lamb is promoted to Executive Vice President and Chief Operating Officer. He will lead commercial and operational efforts across all of EnLink’s asset areas, ensuring the successful execution of EnLink’s strategic plan and seven growth strategies.

Lamb joined EnLink’s predecessor company, Crosstex Energy, in 2012 and has played a key role in the development and execution of the company’s strategic plan, including leading several transformative acquisitions. Most recently, Lamb served as Executive Vice President of Oklahoma and North Texas, overseeing operations and commercial activity in EnLink’s key supply basins.

Alaina K. Brooks is promoted to EnLink’s Executive Leadership Team as Executive Vice President, Chief Legal and Administrative Officer, and Secretary. She will lead several departments across the company, including legal, regulatory, human resources, public and industry affairs, and environmental, health, and safety. She continues to play a leadership role in the creation and successful execution of EnLink’s strategic plan.

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Brooks joined EnLink’s predecessor company in 2008 and has filled several legal roles since that time, most recently as Senior Vice President and General Counsel. She has overseen litigation, commercial contracts, mergers and acquisitions, regulatory issues, and other legal matters while working alongside EnLink’s leadership team in the execution of EnLink’s strategic plan and all major company transactions.

Eric D. Batchelder, Executive Vice President and Chief Financial Officer, will add corporate development to his CFO responsibilities, leading the company’s strategy around investments, growth opportunities, and financing.

Batchelder joined EnLink in January 2018 as Executive Vice President and CFO. He has more than 15 years of financial leadership experience in the energy sector, most recently as Managing Director, Energy Investment Banking at RBC Capital Markets, where he was responsible for transaction structuring, capital markets activity, strategic planning, business development efforts, and maintaining key client relationships for the bank’s U.S. midstream energy advisory business.

The Executive Leadership Team is led by Garberding, who remains President and CEO, and Barry E. Davis, who remains Executive Chairman.

Other Leadership Changes

EnLink also announced promotions of the following senior leaders, who will report to Lamb:

- Michael S. Burdett to Senior Vice President — Texas
- Cynthia L. Jaggi to Senior Vice President — Oklahoma
- Christopher H. Tennant to Senior Vice President — Louisiana
- Jared C. Larew to Senior Vice President — Engineering

By refocusing the company leadership on its geographic growth strategies, EnLink is also changing its historic structure of having liquids and gas business units to instead focus on four core asset teams: Oklahoma, Permian, North Texas, and Louisiana.

Additionally, McMillan (Mac) Hummel, EnLink Executive Vice President and President of the Liquids Business Unit, is leaving the company and will be pursuing other interests. Hummel has been with EnLink since its creation in 2014.

“Our combined executive and senior leadership teams bring considerable drive and deep expertise, and I am excited to start a new chapter in EnLink’s journey with this team in place,” Garberding said. “At the same time, we are thankful to Mac for his service, as he played an important role in getting EnLink to where we are today. We wish him success.”

About the EnLink Midstream Companies

EnLink provides integrated midstream services across natural gas, crude oil, condensate, and NGL commodities. EnLink operates in several top U.S. basins and is strategically focused on the core growth areas of the Permian’s Midland and Delaware basins, Oklahoma’s Midcontinent, and Louisiana’s Gulf Coast. Headquartered in Dallas, EnLink is publicly traded through EnLink Midstream, LLC (NYSE: ENLC), the General Partner, and EnLink Midstream Partners, LP (NYSE: ENLK), the Master Limited Partnership. Visit www.EnLink.com for more information on how EnLink connects energy to life.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the federal securities laws. These statements are based on certain assumptions made by EnLink Midstream Partners, LP (the Partnership) and EnLink Midstream, LLC (the General Partner) based upon management's experience and perception of historical trends, current conditions, expected future developments

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and other factors the Partnership and the General Partner believe are appropriate in the circumstances. These statements include, but are not limited to, statements with respect to the closing of the transaction between Devon and Global Infrastructure Partners, the addition of Global Infrastructure Partners as a part of the Partnership as well as the Partnership's future growth and results of operations. Such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of the Partnership and the General Partner, which may cause the Partnership's and the General Partner's actual results to differ materially from those implied or expressed by the forward-looking statements. These risks include, but are not limited to, risks discussed in the Partnership's and the General Partner's filings with the Securities and Exchange Commission. The Partnership and the General Partner have no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

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