
**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): **September 18, 2019**

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)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE SECURITIES EXCHANGE ACT OF 1934:

Title of Each Class	Symbol	Name of Exchange on which Registered
N/A	N/A	N/A

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

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

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

Emerging growth company

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

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

On September 18, 2019, the Board of Directors (the “Manager Board”) of EnLink Midstream Manager, LLC (the “Manager”), the managing member of EnLink Midstream, LLC (“ENLC”), upon the recommendation of the Governance and Compensation Committee of the Manager Board (the “Committee”) approved (i) a new form of amended and restated severance agreement (the “2019 Severance Agreement”) and (ii) a new form of amended and restated change of control agreement (the “2019 CIC Agreement”), in each case, to be entered into between EnLink Midstream Operating, LP (“EnLink Midstream Operating”), a subsidiary of ENLC, and certain of its employees. EnLink Midstream Operating anticipates that it will enter into the 2019 Severance Agreement and the 2019 CIC Agreement with certain of its employees, including the named executive officers of the Manager and of EnLink Midstream GP, LLC (the “General Partner”), the general partner of EnLink Midstream Partners, LP (“ENLK”). Each of the Manager’s and General Partner’s named executive officers is currently a party to (A) an amended and restated severance agreement that was previously approved by the Manager Board and the Board of Directors (the “GP Board”) of the General Partner, on October 31, 2014 (the “Predecessor Severance Agreement”), and (B) an amended and restated change in control agreement that was previously approved by the Manager Board and the GP Board on June 12, 2015 (the “Predecessor CIC Agreement”), each of which will be either amended and restated, or terminated and replaced, as the case may be, with the 2019 Severance Agreement and 2019 CIC Agreement, respectively.

The 2019 Severance Agreement amends the Predecessor Severance Agreement to provide for: (i) additional circumstances under which the employment of the applicable individual (the “Individual”) may be involuntarily terminated for Cause (as defined in the 2019 Severance Agreement), including the Individual’s (A) failure to comply with a valid, legal and material directive of the Manager Board or EnLink Midstream Operating, (B) embezzlement, misappropriation or fraud, and (C) material breach of a material obligation; (ii) additional circumstances in which the Individual’s employment may be voluntarily terminated by the Individual for Good Reason (as defined in the 2019 Severance Agreement), including EnLink Midstream Operating’s material breach of a material obligation; (iii) a prohibition on the Individual’s target bonus percentage that is assigned to the Target Bonus (as defined in the 2019 Severance Agreement) being materially reduced during his or her employment or thereafter if his or her termination therefrom occurs for any reason other than an involuntary termination for Cause or voluntary termination without Good Reason; (iv) additional details regarding the scope of the Individual’s covenants not to solicit the customers or employees of ENLC and its subsidiaries; and (v) the circumstances in which the Manager Board, the Committee (as defined in the 2019 Severance Agreement), and, when applicable, the Chief Executive Officer of the Manager can make determinations on behalf of EnLink Midstream Operating in connection with the 2019 Severance Agreement, including determinations with respect to (A) the reason for the Individual’s termination of employment, (B) placing the Individual on paid leave pending a determination on whether to terminate his or her employment for Cause, (C) the selection of an Accounting Firm (as defined in the 2019 Severance Agreement) to evaluate the effect of certain tax rules on the benefits described in the 2019 Severance Agreement, and (D) the exercise of any clawback, repayment, or similar remedy against the Individual under the 2019 Severance Agreement.

The 2019 CIC Agreement amends the Predecessor CIC Agreement (i) to modify the definition of “Change in Control” to reflect changes to ENLC’s corporate structure and ownership that have occurred since the approval of the Predecessor CIC Agreement and (ii) to reflect substantially similar modifications to those described in clauses (i) – (v) of the immediately preceding paragraph in respect of the 2019 Severance Agreement.

The foregoing description of the 2019 Severance Agreement and the 2019 CIC Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the 2019 Severance Agreement and the 2019 CIC Agreement, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

EXHIBIT NUMBER	DESCRIPTION
<u>10.1</u>	<u>Form of EnLink Midstream Operating, LP Amended and Restated Severance Agreement.</u>
<u>10.2</u>	<u>Form of EnLink Midstream Operating, LP Amended and Restated Change in Control Agreement.</u>
104	Cover Page Interactive Data File

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: September 20, 2019

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

**ENLINK MIDSTREAM OPERATING, LP
[AMENDED AND RESTATED] SEVERANCE AGREEMENT**

THIS [AMENDED AND RESTATED] SEVERANCE AGREEMENT (this “*Agreement*”) dated as of _____, 20__ (the “*Effective Date*”) is made by and between EnLink Midstream Operating, LP, a Delaware limited partnership (the “*Company*”) and _____, an individual (“*Individual*”).

WITNESSETH:

WHEREAS, Individual and the Company desire to [amend and restate that certain Severance Agreement by and between the Company and Individual and dated as of [_____] / [enter into a severance agreement]] on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Individual and the Company hereby agree as follows:

**ARTICLE I
Definitions**

1.1 **Definitions.** For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms shall have the following respective meanings:

“*Accounting Firm*” shall have the meaning set forth in Section 2.4(b).

“*Agreement*” shall have the meaning set forth in the preamble hereto.

“*Board*” means the Board of Directors of EnLink Midstream Manager, LLC (or such other managing member of EnLink Midstream, LLC or such other governing body of EnLink Midstream, LLC).

“*Cause*” means any one or more of the following: (i) a material violation by Individual of the Company’s Code of Business Conduct and Ethics or any trading or other policy applicable to employees of the Company (which may include, but is not limited to, matters specifically mentioned below in the definition of Cause); (ii) willful engagement in serious or material misconduct or illegal conduct by Individual; (iii) a failure by Individual to perform the duties assigned to him or her that continues following notice from the Company to Individual of such failure; (iv) Individual is formally charged, indicted or convicted of a felony or a misdemeanor involving moral turpitude; (v) Individual has engaged in acts or omissions constituting dishonesty, breach of fiduciary obligation, gross misconduct, gross negligence, intentional wrongdoing, or misfeasance; (vi) Individual has failed to comply with any valid, legal, and material directive of the Company or the Board; (vii) Individual has engaged in embezzlement, misappropriation, or fraud, whether or not related to Individual’s employment with the Company; (viii) a material breach by Individual of any material obligation under this Agreement or any other written agreement between Individual and the Company Group; or (ix) Individual has acted intentionally or in bad faith in a manner that results or could be reasonably expected to result in a material detriment to the assets, business, prospects, or reputation of any member of the Company Group. Any act, or failure to act, based upon the express or implied authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by Individual in good faith and in the best interests of the Company Group. Individual will be considered to have been terminated for Cause if the Company determines in its sole good faith judgment that he or she engaged in an act prior to termination that constituted Cause, regardless of whether Individual terminated employment voluntarily or is terminated involuntarily, and regardless of whether Individual’s termination initially was considered to have been without Cause. The Company may place Individual on paid leave while it is determining whether there is a basis to terminate Individual’s employment for Cause, it being understood that, any such action by the Company will not constitute Good Reason.¹

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“**Code**” means the Internal Revenue Code of 1986, as amended, and any successor statute or statutes.

“**Committee**” means the Governance and Compensation Committee of the Board.

“**Company**” shall have the meaning set forth in the preamble hereto.

“**Company Group**” means the Company, EnLink Midstream, LLC, EnLink Midstream Partners, LP, EnLink Midstream GP, LLC, EnLink Midstream Manager, LLC and each of their respective direct or indirect Subsidiaries.

“**Confidential Information**” shall have the meaning set forth in Section 3.1.

“**Disability**” means a physical or mental condition of Individual that, (i) in the good faith judgment of the Company, (A) prevents Individual from being able to perform the responsibilities of his or her position with the Company Group, (B) has continued for a period of at least one hundred eighty (180) days (whether consecutive or non-consecutive) during any twelve (12) month period, and (C) is expected to continue, or (ii) qualifies Individual to receive benefits under the Company’s long-term disability plan.

“**Effective Date**” shall have the meaning set forth in the preamble hereto.

“**Expiration Date**” shall have the meaning set forth in Section 5.1(a).

“**Good Reason**”¹ means any one or more of the following without Individual’s consent: (i) a material reduction in Individual’s base annual salary; (ii) a material adverse change in Individual’s authority, duties or responsibilities (other than temporarily while Individual is physically or mentally incapacitated or as required by applicable law); (iii) a material breach by the Company of any material provision of this Agreement (or by a member of the Company Group of any material provision or any other written agreement between Individual and the Company Group member regarding his or her services thereto); or (iv) the Company requires that Individual move his or her principal place of employment to a location that is thirty (30) or more miles from his or her current principal place of employment and the new location is farther from his or her primary residence. Individual may not terminate his or her employment for “Good Reason” unless (A) Individual gives the Company written notice of the event within thirty (30) days of the occurrence of the event, (B) the Company fails to remedy the event within thirty (30) days following its receipt of the notice, and (C) Individual terminates his or her employment with the Company within sixty (60) days following the Company’s receipt of written notice. A non-renewal of this Agreement shall not alone constitute Good Reason.

¹ Good Reason applies to those in an SVP or higher role only.

“Individual” shall have the meaning set forth in the preamble hereto.

“Initial Expiration Date” shall have the meaning set forth in Section 5.1(a).

“Non-Renewal Notice” shall have the meaning set forth in Section 5.1(a).

“Other Arrangement” shall have the meaning set forth in Section 5.3.

“Person” means any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated organization or any other entity.

“Qualifying Termination” means the termination of Individual’s employment [(i)] by the Company for a reason other than Cause, Disability, or death, or [(ii)] by the Individual for Good Reason. The transfer of Individual from the Company to another member of the Company Group shall not constitute a termination of employment.

“Renewal Date” shall have the meaning set forth in Section 5.1(a).

“Severance Benefit” means, as of the date of a Qualifying Termination, a one-time lump sum payment equal to: (i)[[two (2)²] [one (1)³]] times the sum of (A) Individual’s then current base annual salary and (B) the Target Bonus for the year that includes the effective date of termination; plus (ii) an amount equal to the cost to Individual under COBRA to extend his or her then-current medical insurance benefits (i.e., the health, dental and/or vision benefits as elected by Individual under the Company’s health plan as of the time of such termination) for eighteen (18) months following the effective date of termination.

“Severance Plan” shall have the meaning set forth in Section 2.3.

“Subsidiary” means (i) in the case of a corporation, any corporation of which an applicable Person directly or indirectly owns shares representing more than fifty percent (50%) of the combined voting power of the shares of all classes or series of capital stock of such corporation which have the right to vote generally on matters submitted to a vote of the stockholders of such corporation and (ii) in the case of a partnership, limited liability company, or other business entity not organized as a corporation, any such business entity of which an applicable Person (A) directly or indirectly owns more than fifty percent (50%) of the voting, capital or profits interests (whether in the form of partnership interests, membership interests, or otherwise) or (B) has the power to elect or direct the election of directors with a majority of the voting power of the board of directors (or other governing body) of such partnership, limited liability company, or other business entity or the sole member or managing member of such partnership, limited liability company, or other business entity, as applicable.

² Applicable for EVP or higher role only.

³ Applicable for SVPs and positions below SVP-level.

“Target Bonus” means the amount of bonus that would be payable to Individual for the year in question if paid at one-hundred percent (100%) of the Individual’s assigned bonus target percentage for such year as determined annually by the Committee or the Board, as applicable.

“Term” shall have the meaning set forth in Section 5.1(a).

“Total Payment” shall have the meaning set forth in Section 2.4(a).

ARTICLE II Severance Payments

2.1 Severance Benefit; Release.

(a) If Individual has a Qualifying Termination and Individual satisfies the conditions to the payment of a Severance Benefit as described below, the Company shall pay the Severance Benefit to Individual.

(b) Any amounts payable under Section 2.1(a) shall be paid to Individual on the sixtieth (60th) day after the date of Individual’s Qualifying Termination; provided, however, that as a condition to receiving any such payment or payments, Individual (or Individual’s estate, as applicable) will be required to do both of the following: (i) execute and not revoke a general release of claims against the Company Group, with such general release becoming effective (and any applicable revocation period having lapsed) on or before the sixtieth (60th) day after the date of Individual’s termination, and (ii) execute a certification of compliance with his or her obligations to return Confidential Information.

2.2 Additional Benefits.

(a) In the event of a Qualifying Termination, the Severance Benefit will be paid in addition to any accrued and unpaid compensation due to Individual as of his or her termination date, which may include (i) any unpaid bonus for any calendar year ending before Individual’s termination date that is actually earned by Individual (without regard to any requirement that Individual must remain employed by Company on the date such bonus is paid), and calculated in accordance with the terms of the applicable bonus arrangement that is in effect with respect to Individual during that year, (ii) accrued base salary and (iii) such other fringe benefits (other than any bonus, severance pay benefit, or medical insurance benefit) normally provided to similarly situated employees of the Company that shall have been earned up to the date of termination, including pay for accrued and unused paid-time-off (in accordance with the benefit policies then in effect).

(b) Individual shall also be entitled to a prorated amount of the bonus (to the date of such Individual's Qualifying Termination) for the calendar year in which Individual's Qualifying Termination occurs to the extent such bonus would have otherwise been earned by Individual (had his or her employment not terminated due to a Qualifying Termination) in accordance with the terms of the applicable bonus arrangement that is in effect with respect to Individual during that year. Such prorated bonus shall not be made unless and until Individual has, as of such date, satisfied the conditions described in Section 2.1(b) above and shall be payable on the later of (i) the date that the bonus would have been paid under such applicable bonus arrangement (had Individual's employment not terminated due to a Qualifying Termination), or (ii) the date on which Individual has satisfied the conditions described in Section 2.1(b) above.

(c) For a period of twelve (12) months following Individual's Qualifying Termination, or if Individual has not satisfied the conditions described in Section 2.1(b) above, for a period of sixty (60) days after the date of Individual's termination, the Company shall, at its sole expense, provide Individual with outplacement services, the scope and provider of which shall be selected by Individual in his or her discretion; provided, however, that (i) any expense for such outplacement services shall be paid or reimbursed by the Company as soon as practicable after such expense is incurred, but in no event later than (A) thirty (30) days after such expense is incurred if incurred directly by the Company, or (B) thirty (30) days after such expense is submitted by Individual to Company for reimbursement, and (ii) the total amount of the expenses paid or reimbursed by the Company pursuant to this Section 2.2(c) shall not exceed \$50,000.

(d) To the extent Individual is eligible to earn a Target Bonus, Individual's assigned bonus target percentage shall not be materially reduced during any time (i) that Individual is employed by a member of the Company Group or (ii) following Individual's termination or separation for any reason other than his or her involuntary termination for Cause or voluntary termination without Good Reason.

2.3 Non-duplication. The amount payable to Individual under Sections 2.1 and 2.2 is in lieu of, and not in addition to, any severance payment due or to become due to Individual under (i) any separate agreement or contract between Individual and the Company or any other member of the Company Group, (ii) any severance payment plan, program, policy, or practice of the Company or any other member of the Company Group or (iii) any severance benefit required by law (collectively clauses (i) – (iii), a "Severance Plan"), it being understood that any equity-related award granted to Individual under the long-term incentive plans of a member of the Company Group shall not constitute a Severance Plan for purposes of this Section 2.3.

2.4 Potential Parachute Payment Adjustment.

(a) If the payments and benefits provided to Individual under this Agreement or under any other agreement with, or plan of, the Company or any Person or entity which is a party to a transaction involving the Company or its affiliates (the "Total Payment") (i) constitute a "parachute payment" as defined in Code Section 280G and exceed three (3) times Individual's "base amount" as defined under Code Section 280G(b)(3), and (ii) would, but for this Section 2.4(a), be subject to the excise tax imposed by Code Section 4999, then Individual's payments and benefits under this Agreement shall be either (A) paid in full, or (B) reduced and payable only as to the maximum amount which would result in no portion of such payments and benefits being subject to excise tax under Code Section 4999, whichever results in the receipt by Individual on an after-tax basis of the greatest amount of Total Payment (taking into account the applicable federal, state and local income taxes, the excise tax imposed by Code Section 4999 and all other taxes (including any interest and penalties) payable by Individual). If a reduction of the Total Payment is necessary, cash severance payments provided for herein shall first be reduced (such reduction to be applied first to the earliest payments otherwise scheduled to occur), and the non-cash severance benefits provided for herein shall thereafter be reduced (such reduction to be applied first to the benefits otherwise scheduled to occur the earliest). If, as a result of any reduction required by this Section 2.4(a), amounts previously paid to Individual exceed the amount to which Individual is entitled, Individual will promptly return the excess amount to the Company.

(b) All determinations required to be made under this Section 2.4, including whether reductions are necessary, may be made, in the discretion of the Company, by an accounting or financial consulting firm selected by the Company for such purposes (the “*Accounting Firm*”). The Accounting Firm shall provide detailed supporting calculations both to the Company and to Individual. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

2.5 Death or Disability of Individual. Except as otherwise provided in this Section 2.5, if Individual’s employment terminates due to death or Disability, then this Agreement shall terminate without further obligations to Individual or his or her estate, as applicable, under this Agreement. In either event, however, the Company, in addition to any obligations owed to Individual under any other applicable agreement with any member of the Company Group (i) will pay any accrued and unpaid compensation due to Individual as of his or her termination date, as described in Section 2.2(a) as if Individual’s termination of employment had been a Qualifying Termination, and (ii) will pay the prorated bonus described in Section 2.2(b) as if Individual’s termination of employment had been a Qualifying Termination; provided that, payment of such compensation and benefits with respect to Section 2.2(b) shall only be made if Individual or his or her legal representative or his or her estate, as applicable, has satisfied the conditions described in Section 2.1(b).

ARTICLE III Confidential Information and Non-Competition; Other Covenants

3.1 Covenant Not to Disclose Confidential Information. Individual acknowledges that, during the course of his or her employment with the Company, he or she has or will have access to and knowledge of certain information and data that the Company or other members of the Company Group consider confidential and that the release of such information or data to unauthorized Persons would be extremely detrimental to the Company Group. As a consequence, Individual hereby agrees and acknowledges that he or she owes a duty to the Company not to disclose, and agrees that, during or after the term of his or her employment, without the prior written consent of the Company, he or she will not communicate, publish, or disclose, to any Person anywhere or use any Confidential Information (as hereinafter defined) for any purpose other than carrying out his or her duties as contemplated in connection with his or her employment with respect to the Company or any Company Group member. Individual will use his or her best efforts at all times to hold in confidence and to safeguard any Confidential Information from falling into the hands of any unauthorized Person and, in particular, will not permit any Confidential Information to be read, duplicated, or copied. Notwithstanding the foregoing, Individual may disclose such Confidential Information to the extent required by applicable law or as a consequence of any judicial or regulatory proceeding, based upon the opinion of legal counsel and only after Individual has requested that such Confidential Information be preserved to the maximum extent practicable. To the extent permitted by law, Individual will advise the Company in advance of any intended disclosure to comply with legal requirements. Individual will return to the Company all Confidential Information in Individual’s possession or under Individual’s control when the duties of Individual no longer require Individual’s possession thereof, or whenever the Company shall so request, and in any event will promptly return all such Confidential Information if Individual’s relationship with the Company is terminated for any reason and will not retain any copies thereof. Notwithstanding the foregoing, nothing herein prohibits Individual from reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Individual does not need the prior authorization of the Company to make any such reports or disclosures, and Individual is not required to notify the Company that he or she has made such reports or disclosures. Individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. For purposes hereof, the term “*Confidential Information*” shall mean any information or data used by or belonging or relating to the Company or any other member of the Company Group or any of their representatives that is not known generally to the industry in which any member of the Company Group is or may be engaged (other than as a result of disclosure by Individual in violation of this Agreement), including without limitation, any and all trade secrets, proprietary data, and information relating to any member of the Company Group’s past, present, or future business and products, price lists, customer lists, processes, procedures or standards, know-how, manuals, business strategies, records, drawings, specifications, designs, financial information, whether or not reduced to writing, or information or data that the Company or any other member of the Company Group advises Individual should be treated as confidential information.

3.2 Covenant Not to Compete. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company, Individual shall not, unless Individual receives the prior written consent of the Board, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to, or participate in, or be connected with, as an officer, manager, employee, partner, stockholder, consultant, or otherwise, any Person that competes with any member of the Company Group in (i) the purchasing, selling, brokering, or marketing of natural gas, natural gas liquids, oil, hydrocarbons, brine, water, or any derivative product thereof, including, without limitation, locating buyers and sellers, or negotiating purchase and sales contracts; (ii) the gathering, processing, fractionation, stabilization, and/or transporting of natural gas, natural gas liquids, oil, hydrocarbons, brine, water, or any derivative product thereof; or (iii) the conduct of a business enterprise that is in a business segment that contributes five percent (5%) or more to the Company's gross revenue or deploys five percent (5%) or more of the Company's fixed assets. Ownership by Individual, as a passive investment, of less than one half of one percent (0.5%) of the outstanding securities of any organization with securities listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 3.2.

3.3 Covenant not to Solicit Customers. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and for a period of twelve (12) months after the termination of such employment (for any reason), Individual shall not (i) persuade or encourage any Person that was a client or customer of any member of the Company Group at any time during the twelve (12) months prior to the termination of Individual's employment to cease conducting or fail to renew existing business with that member of the Company Group, or (ii) use any confidential or proprietary information of any member of the Company Group to directly or indirectly solicit business from, or to interrupt, disturb, or interfere with any member of the Company Group's relationships with, any Person that was a client or customer of any member of the Company Group at any time during the twelve (12) months prior to the termination of Individual's employment.

3.4 Covenant not to Solicit Employees. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and for a period of twenty-four (24) months after the termination of such employment (for any reason), Individual shall not solicit, endeavor to entice, or induce any employee of any member of the Company Group to terminate such Person's employment or service with such member or accept employment with anyone else; provided, however, that a general solicitation of the public for employment shall not constitute a solicitation hereunder.

3.5 Covenant Against Disparagement. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and thereafter, he or she will not make any statements disparaging any member of the Company Group or any of their officers, directors, or employees that could reasonably be expected to be harmful to the interests of the Company or the Company Group. This covenant shall not apply to any statement made in the context of any legal or regulatory proceeding or the reporting of possible violations of law or regulation to a governmental agency or entity, as described in Section 3.1.

3.6 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Individual contained in this Article III, and that the Company's remedies at law for any such breach or threatened breach will be inadequate, the Company and its successors and assigns, in addition to such other remedies that may be available to them, shall be entitled to an injunction, including a mandatory injunction (without the necessity of (i) proving irreparable harm, (ii) establishing that monetary damages are inadequate, or (iii) posting any bond with respect thereto), to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Individual, and each and every Person, firm, or company acting in concert or participation with him or her, from the continuation of such breach and, in addition thereto, he or she shall pay to the Company all ascertainable damages, including costs and reasonable attorneys' fees sustained by the Company or any other member of the Company Group by reason of the breach or threatened breach of said covenants and assurances.

3.7 Clawback. Individual agrees that in the event that the Company determines that Individual has breached any term of this Article III, in addition to any other remedies at law or in equity the Company may have available to it, the Company may in its sole discretion require that Individual repay to the Company, within five (5) business days of receipt of written demand therefor, an amount equal to the amounts paid to or on behalf of Individual pursuant to Sections 2.1, 2.2(b), and 2.2(c).

3.8 Miscellaneous.

(a) Individual has carefully read and considered the provisions of this Article III and, having done so, agrees that the restrictions set forth in this Article III (including the relevant time periods, scope of activity to be restrained, and the geographical scope) are fair and reasonable and are reasonably required for the protection of the interests of the Company Group and their respective officers, directors, managers, employees, creditors, partners, members, and unitholders. Individual understands that the restrictions contained in Article III may limit his or her ability to engage in a business similar to the business of any member of the Company Group but acknowledges that he or she will receive sufficiently high remuneration and other benefits from the Company Group to justify such restrictions.

(b) The covenants and obligations of Individual set forth in this Article III are in addition to, and not in lieu of, or exclusive of, any other obligations and duties of Individual to the Company Group, whether express or implied in fact or in law.

(c) In the event that any provision of this Article III relating to the relevant time periods, scope of activity, and/or the areas of restriction hereunder shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope, or areas such court deems reasonable and enforceable, the relevant time periods, scope of activity, and/or areas of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period, scope of activity, and/or areas.

ARTICLE IV
Dodd-Frank Clawback

Individual agrees and acknowledges that any and all compensation Individual receives pursuant to this Agreement shall be subject to clawback by the Company to the extent provided in policies adopted by the Board to comply with the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ARTICLE V
Miscellaneous

5.1 Term; Termination; Amendment.

(a) Unless this Agreement is terminated in accordance with Section 5.1(b) below, this Agreement will extend for a term (the "**Term**") commencing on the Effective Date and ending on December 31, 2019 (the "**Initial Expiration Date**"). If this Agreement is not previously terminated, the Term shall automatically renew for one (1) additional year beginning on the day following the Initial Expiration Date and on each subsequent anniversary thereof (each, a "**Renewal Date**"), unless the Company elects not to extend the Term by providing Individual with written notice (a "**Non-Renewal Notice**") of such election not less than thirty (30) days prior to the last day of the then-current Term (each of the Initial Expiration Date and the last day of any then-current extended Term, the "**Expiration Date**"). If the Company provides a Non-Renewal Notice to Individual in accordance with the preceding sentence, in no event shall Individual be terminated for a reason other than Cause by the Company during the ninety (90) day period that commences as of the Expiration Date.

(b) If this Agreement is not previously terminated, this Agreement shall terminate upon the termination of Individual's employment; provided that, all obligations and liabilities of the parties hereto arising in connection with such termination of employment or otherwise accruing under this Agreement shall survive such termination.

(c) The Company shall have the right to amend this Agreement without Individual's consent, which amendment shall be evidenced in writing and be effective as of the relevant Renewal Date; provided that, (i) Individual is provided with written notice of the Company's election to amend the Agreement at least thirty (30) days prior to such Renewal Date, and (ii) no such amendment adversely affects Individual.

5.2 Interpretation. The Article and Section headings herein are for convenience only and shall not affect the construction hereof. In this Agreement, unless a clear contrary intention appears, (i) the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision, (ii) reference to any Article or Section, means such Article or Section hereof, (iii) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term, and (iv) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

5.3 Effect on Other Plans. Except in the case of a Severance Plan, as defined in Section 2.3, nothing in this Agreement shall prevent or limit Individual's continuing or future participation in any other plan, program, policy, or practice provided by the Company or any other member of the Company Group for which Individual may qualify, nor shall anything herein limit or otherwise affect such rights as Individual may have under any other contract or agreement with the Company or any other member of the Company Group. Amounts which are vested benefits or which Individual is otherwise entitled to receive under any such other plan, policy, practice, program, contract, or agreement ("**Other Arrangement**") at or subsequent to the termination of Individual's employment shall be payable in accordance with such Other Arrangement except as explicitly modified by this Agreement; provided, however, the time period after such termination shall not be credited as continued employment of Individual for any purpose under any such Other Arrangement.

5.4 Overpayments. Individual agrees that the Company, in its sole discretion, may require repayment by Individual of any amount erroneously made in excess of the amounts that should have been paid under the terms of this Agreement.

5.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

5.6 No Breach. Individual represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Individual's obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant, or instrument to which Individual is a party or under which Individual is bound, including without limitation, the breach by Individual of a fiduciary or contractual duty to any former employers.

5.7 Entire Agreement; Manner of Amendment. Except with respect to a Change in Control Agreement between the Individual and a member of the Company Group, if any, and subject to Section 2.3, This Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and their respective affiliates and contains the entire understanding of the parties hereto. This Agreement shall not be amended, modified, or supplemented in any manner whatsoever except by mutual written agreement of the parties hereto or in accordance with Section 5.1. Failure of the Company to demand strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of the term, covenant, or condition, nor shall any waiver or relinquishment by the Company of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

5.8 Governing Law; Venue. This Agreement and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, including all matters of enforcement, validity, and performance without regard to conflict or choice of law principles. Except for injunction actions or proceedings initiated by the Company pursuant to Section 3.6, venue for any action or proceeding relating to this Agreement and/or Individual's employment relationship with the Company and the Company Group, as applicable, shall lie exclusively in courts in Dallas County, Texas.

5.9 Notices. All notices and all other communications provided for in the Agreement shall be in writing and addressed (i) if to the Company, at its principal office address or such other address as it may have designated by written notice to Individual for purposes hereof, directed to the attention of the Board with a copy to the Secretary of the Company and (ii) if to Individual, at his or her residence address on the records of the Company or to such other address as he or she may have designated to the Company in writing for purposes hereof. Each such notice or other communication shall be deemed to have been duly given when personally delivered or sent by United States registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed.

5.10 Assignment. This Agreement is personal and not assignable by Individual but it may be assigned by the Company without notice to or consent of Individual to, and shall thereafter be binding upon and enforceable by, (i) any member of the Company Group, or (ii) any Person that acquires or succeeds to substantially all of the business or assets of any member of the Company Group (and such Person shall be deemed included in the definition of the "Company" and the "Company Group" for all purposes of this Agreement).

5.11 Tax Withholdings. The Company shall withhold from all payments hereunder all applicable taxes (federal, state or other) that it is required to withhold therefrom.

5.12 Employment with Affiliates. For purposes of this Agreement, employment with any member of the Company Group shall be deemed to be employment with the Company.

5.13 Company Actions. Actions taken hereunder by the Company, including any determinations or exercises of discretion pursuant to this Agreement, shall be undertaken (i) with the approval of the Board, with respect to (A) the adoption of any amendment hereto under Sections 5.1(c) or 5.7 of this Agreement, (B) an election not to extend the Term under Section 5.1(a) of this Agreement, and (C) in the event Individual is an "executive officer" under the Securities Exchange Act of 1934, as amended, (1) the determination to terminate Individual's employment for Cause when applicable and for purposes of this Agreement, (2) the determination of whether any other termination of Individual's employment constitutes a Qualifying Termination or arises due to his or her Disability, and (3) the exercise of the clawback, repayment and similar remedies of the Company under Article IV and Sections 3.7 and 5.4 of this Agreement; (ii) in the event Individual is an "executive officer" under the Securities Exchange Act of 1934, as amended, with the approval of the Board or the Committee with respect to (A) the placement of Individual on paid leave while a determination is being made as to whether there is a basis to terminate Individual's employment for Cause, and (B) the determination of which actions, if any, are appropriate to remedy an event pursuant to clause (B) of the definition of Good Reason herein; and (iii) with the approval of the Board or the Committee or by [the Chief Executive Officer of EnLink Midstream, LLC] with respect to (A) the selection of the Accounting Firm pursuant to Section 2.4(b) of this Agreement; (B) the seeking of an injunction pursuant to Section 3.6 of this Agreement, and (C) in the event Individual is not an "executive officer" under the Securities Exchange Act of 1934, as amended, (1) the determination to terminate Individual's employment for Cause when applicable and for purposes of this Agreement, (2) the determination of whether any other termination of Individual's employment constitutes a Qualifying Termination or arises due to his or her Disability, (3) the placement of Individual on paid leave while a determination is being made as to whether there is a basis to terminate Individual's employment for Cause, (4) the determination of which actions, if any, are appropriate to remedy an event pursuant to clause (B) of the definition of Good Reason herein, (5) the exercise of the clawback, repayment and similar remedies of the Company under Article IV and Sections 3.7 and 5.4 of this Agreement, and (6) the exercise of any other authority or discretion that is not described above, but is otherwise necessary or appropriate in order to satisfy the obligations and duties of, or to exercise the rights of, the Company for purposes of this Agreement. Notwithstanding any provision herein to the contrary, to the extent such actions relate only to Individual, and Individual is then serving as [the Chief Executive officer of EnLink Midstream, LLC] or as a member of the Board or Committee, such actions shall be undertaken by the Board or Committee without the participation of Individual in the authorization thereof.

5.14 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, in addition to any other relief to which such party may be entitled.

5.15 Section 409A. This Agreement is intended to provide payments that are (i) exempt from the provisions of Code Section 409A and related regulations and Treasury pronouncements, by complying with (among other things) the short-term deferral exception as specified in Treasury Regulation § 1.409A-1(b)(4) and the involuntary separation pay exception within the meaning of Treasury Regulation § 1.409A-1(b)(9)(iii), or (ii) compliant with the provisions of Code Section 409A and related regulations and Treasury pronouncements, and this Agreement shall be administered, interpreted, and construed accordingly. Any other provision of this Agreement to the contrary notwithstanding, the parties agree that any benefit or benefits under this Agreement that the Company determines are subject to the suspension period under Code Section 409A(a)(2)(B) shall not be paid or commence until such date that constitutes the first business day following six (6) months after Individual's termination date, or if earlier, Individual's death.

5.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and Individual has hereunto set his or her hand, as of the Effective Date.

ENLINK MIDSTREAM OPERATING, LP

By: ENLINK MIDSTREAM OPERATING GP, LLC,
Its general partner

Name:
Title:

INDIVIDUAL:

Name: _____

**ENLINK MIDSTREAM OPERATING, LP
[AMENDED AND RESTATED] CHANGE IN CONTROL AGREEMENT**

THIS [AMENDED AND RESTATED] CHANGE IN CONTROL AGREEMENT (this "*Agreement*") dated as of _____, 20__ (the "*Effective Date*") is made by and between EnLink Midstream Operating, LP, a Delaware limited partnership (the "*Company*") and _____, an individual ("*Individual*").

WITNESSETH:

WHEREAS, the Company and Individual desire to [amend and restate that certain Change in Control Agreement dated as of [_____] (the "*Original Agreement*")]/[enter into a Change in Control arrangement] on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, Individual and the Company hereby agree as follows:

**ARTICLE I
Definitions**

1.1 **Definitions.** For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, the following terms shall have the following respective meanings:

"*Accounting Firm*" shall have the meaning set forth in Section 2.4(b).

"*Agreement*" shall have the meaning set forth in the preamble hereto.

"*Board*" means the Board of Directors of ENLC Manager (or such other managing member of ENLC or such other applicable governing body of ENLC).

"*Cause*" means any one or more of the following: (i) a material violation by Individual of the Company's Code of Business Conduct and Ethics or any trading or other policy applicable to employees of the Company (which may include, but is not limited to, matters specifically mentioned below in the definition of Cause); (ii) willful engagement in serious or material misconduct or illegal conduct by Individual; (iii) a failure by Individual to perform the duties assigned to him or her that continues following notice from the Company to Individual of such failure; (iv) Individual is formally charged, indicted or convicted of a felony or a misdemeanor involving moral turpitude; (v) Individual has engaged in acts or omissions constituting dishonesty, breach of fiduciary obligation, gross misconduct, gross negligence, intentional wrongdoing, or misfeasance; (vi) Individual has failed to comply with any valid, legal, and material directive of the Company or the Board; (vii) Individual has engaged in embezzlement, misappropriation, or fraud, whether or not related to Individual's employment with the Company; (viii) a material breach by Individual of any material obligation under this Agreement or any other written agreement between Individual and the Company Group; or (ix) Individual has acted intentionally or in bad faith in a manner that results or could be reasonably expected to result in a material detriment to the assets, business, prospects or reputation of any member of the Company Group. Any act, or failure to act, based upon the express or implied authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by Individual in good faith and in the best interests of the Company Group. Individual will be considered to have been terminated for Cause if the Company determines in its sole good faith judgment that he or she engaged in an act prior to termination that constituted Cause, regardless of whether Individual terminated employment voluntarily or is terminated involuntarily, and regardless of whether Individual's termination initially was considered to have been without Cause. The Company may place Individual on paid leave while it is determining whether there is a basis to terminate Individual's employment for Cause, it being understood that, any such action by the Company will not constitute Good Reason.

“Change in Control” means the occurrence of any one or more of the following on or after the Effective Date: (i) the consummation of any transaction (including a merger or consolidation), the result of which is that any Person (other than GIP) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of fifty percent (50%) or more of the Voting Stock of ENLC or ENLC Manager, measured by voting power rather than number of shares, units, or the like; (ii) the sale, transfer, or other disposition of all or substantially all of the assets of ENLC and its Subsidiaries on an aggregate basis to any Person (other than one or more members of the Company Group); or (iii) the adoption of a plan relating to the liquidation or dissolution of ENLC. Notwithstanding the foregoing, to the extent any amounts hereunder are subject to Section 409A of the Code and such amounts are payable upon the occurrence of a Change in Control following a Qualifying Termination, no such payments shall be made unless such Change in Control qualifies as a “change in control event” within the meaning of Treas. Reg. Section 1.409A-3(i)(5).

“Change in Control Benefit” means, as of the date of a Qualifying Termination, a one-time lump sum payment equal to: (i) ~~one~~¹ (1) times the sum of (A) Individual’s then current base annual salary and (B) the Target Bonus for the year that includes the effective date of termination; plus (ii) an amount equal to the cost to Individual under COBRA to extend his or her then-current medical insurance benefits (*i.e.*, the health, dental and/or vision benefits as elected by Individual under the Company’s health plan as of the time of such termination) for eighteen (18) months following the effective date of termination.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor statute or statutes.

“Committee” means the Governance and Compensation Committee of the Board.

“Company” shall have the meaning set forth in the preamble hereto.

¹ Executive Chairman and CEO = 3 times; EVPs = 2 times; SVP = 1 times

“Company Group” means the Company, ENLC, ENLK MLP, ENLK GP, ENLC Manager and each of their respective direct or indirect Subsidiaries.

“Confidential Information” shall have the meaning set forth in Section 3.1.

“Disability” means a physical or mental condition of Individual that, (i) in the good faith judgment of the Company, (A) prevents Individual from being able to perform the responsibilities of his or her position with the Company Group, (B) has continued for a period of at least one hundred eighty (180) days (whether consecutive or non-consecutive) during any twelve (12) month period, and (C) is expected to continue, or (ii) qualifies Individual to receive benefits under the Company’s long-term disability plan.

“Effective Date” shall have the meaning set forth in the preamble hereto.

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

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

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

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

“Exchange Act” means the Securities and Exchange Act of 1934, as amended.

“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 II-C Stetson AIV, L.P. and each of their affiliates, and any funds, partnerships or other investment vehicles managed by Global Infrastructure Management, LLC or their affiliates (including in each case, any portfolio companies of such entities).

“Good Reason” means any one or more of the following without Individual’s consent: (i) a material reduction in Individual’s base annual salary; (ii) a material adverse change in Individual’s authority, duties or responsibilities (other than temporarily while Individual is physically or mentally incapacitated or as required by applicable law); (iii) a material breach by the Company of any material provision of this Agreement (or by a member of the Company Group of any material provision or any other written agreement between Individual and the Company Group member regarding his or her services thereto); or (iv) the Company requires that Individual move his or her principal place of employment to a location that is thirty (30) or more miles from his or her current principal place of employment and the new location is farther from his or her primary residence. Individual may not terminate his or her employment for “Good Reason” unless (A) Individual gives the Company written notice of the event within thirty (30) days of the occurrence of the event, (B) the Company fails to remedy the event within thirty (30) days following its receipt of the notice, and (C) Individual terminates his or her employment with the Company within sixty (60) days following the Company’s receipt of written notice. A non-renewal of this Agreement shall not alone constitute Good Reason.

“Individual” shall have the meaning set forth in the preamble hereto.

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

“Other Arrangement” shall have the meaning set forth in [Section 5.3](#).

“Person” means any individual, partnership, joint venture, limited liability company, corporation, trust, unincorporated organization or any other entity.

“Protection Period” means the period beginning one hundred twenty (120) days prior to, and ending twenty-four (24) months following, the date on which a Change in Control takes place.

“Qualifying Termination” means the termination of Individual’s employment during a Protection Period (i) by the Company for a reason other than Cause, Disability, or death, or (ii) by Individual for Good Reason. The transfer of Individual from the Company to another member of the Company Group shall not constitute a termination of employment.

“Renewal Date” shall have the meaning set forth in [Section 5.1](#).

“Severance Agreement” shall have the meaning set forth in [Section 2.3](#).

“Severance Plan” shall have the meaning set forth in [Section 2.3](#).

“Subsidiary” means (i) in the case of a corporation, any corporation of which an applicable Person directly or indirectly owns shares representing more than fifty percent (50%) of the combined voting power of the shares of all classes or series of capital stock of such corporation which have the right to vote generally on matters submitted to a vote of the stockholders of such corporation and (ii) in the case of a partnership, limited liability company, or other business entity not organized as a corporation, any such business entity of which an applicable Person (A) directly or indirectly owns more than fifty percent (50%) of the voting, capital or profits interests (whether in the form of partnership interests, membership interests, or otherwise) or (B) has the power to elect or direct the election of directors with a majority of the voting power of the board of directors (or other governing body) of such partnership, limited liability company, or other business entity or the sole member or managing member of such partnership, limited liability company, or other business entity, as applicable.

“Target Bonus” means the amount of bonus that would be payable to Individual for the year in question if paid at one-hundred percent (100%) of Individual’s assigned bonus target percentage for such year as determined annually by the Committee or the Board, as applicable.

“Total Payment” shall have the meaning set forth in [Section 2.4\(a\)](#).

“Voting Stock” of any specified Person as of any date means the capital stock (or comparable equity securities) of such Person that is at the time entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors (or comparable governing body) of such Person.

ARTICLE II
Change in Control Payments

2.1 Change in Control Benefit: Release.

(a) If Individual has a Qualifying Termination and Individual satisfies the conditions to the payment of a Change in Control Benefit as described below, the Company shall pay the Change in Control Benefit to Individual.

(b) Any amounts payable under Section 2.1(a) shall be paid to Individual on the sixtieth (60th) day after the date Individual's Qualifying Termination becomes effective for purposes of this Agreement; *provided, however*, that as a condition to receiving any such payment or payments, Individual (or Individual's estate, as applicable) will be required to do both of the following: (i) execute and not revoke a general release of claims against the Company Group, with such general release becoming effective (and any applicable revocation period having lapsed) on or before the sixtieth (60th) day after the date Individual's Qualifying Termination becomes effective for purposes of this Agreement, and (ii) execute a certification of compliance with his or her obligations to return Confidential Information.

2.2 Additional Benefits.

(a) In the event of a Qualifying Termination, the Change in Control Benefit will be paid in addition to any accrued and unpaid compensation due to Individual as of his or her termination date, which may include (i) any unpaid bonus for any calendar year ending before Individual's termination date that is actually earned by Individual (without regard to any requirement that Individual must remain employed by Company on the date such bonus is paid), and calculated in accordance with the terms of the applicable bonus arrangement that is in effect with respect to Individual during that year, (ii) accrued base salary and (iii) such other fringe benefits (other than any bonus, severance pay benefit, or medical insurance benefit) normally provided to similarly situated employees of the Company that shall have been earned up to the date of termination, including pay for accrued and unused paid-time-off (in accordance with the benefit policies then in effect).

(b) Individual shall also be entitled to a prorated amount of the bonus (to the date of such Individual's Qualifying Termination) for the calendar year in which Individual's Qualifying Termination occurs to the extent such bonus would have otherwise been earned by Individual (had his or her employment not terminated due to a Qualifying Termination) in accordance with the terms of the applicable bonus arrangement that is in effect with respect to Individual during that year. Such prorated bonus shall not be made unless and until Individual has, as of such date, satisfied the conditions described in Section 2.1(b) above and shall be payable on the later of (i) the date that the bonus would have been paid under such applicable bonus arrangement (had Individual's employment not terminated due to a Qualifying Termination), or (ii) the date on which Individual has satisfied the conditions described in Section 2.1(b) above.

(c) For a period of twelve (12) months following Individual's Qualifying Termination, or if Individual has not satisfied the conditions described in Section 2.1(b) above, for a period of sixty (60) days after the date of Individual's termination, the Company shall, at its sole expense, provide Individual with outplacement services, the scope and provider of which shall be selected by Individual in his or her discretion; provided, however, that (i) any expense for such outplacement services shall be paid or reimbursed by the Company as soon as practicable after such expense is incurred, but in no event later than (A) thirty (30) days after such expense is incurred if incurred directly by the Company, or (B) thirty (30) days after such expense is submitted by Individual to Company for reimbursement, and (ii) the total amount of the expenses paid or reimbursed by the Company pursuant to this Section 2.2(c) shall not exceed \$50,000.

(d) To the extent Individual is eligible to earn a Target Bonus, Individual's assigned bonus target percentage shall not be materially reduced during any time (i) that Individual is employed during a Protection Period by a member of the Company Group or (ii) following Individual's termination or separation for any reason that occurs within a Protection Period other than his or her involuntary termination for Cause or voluntary termination without Good Reason.

2.3 Non-duplication. The amount payable to Individual under Sections 2.1 and 2.2 is in lieu of, and not in addition to, any severance payment due or to become due to Individual under (i) any separate agreement or contract between Individual and the Company or any other member of the Company Group, (ii) any severance payment plan, program, policy or practice of the Company or any other member of the Company Group or (iii) any severance benefit required by law (collectively clauses (i)-(iii), a "**Severance Plan**"), it being understood that any equity-related award granted to Individual under the long-term incentive plans of a member of the Company Group shall not constitute a Severance Plan for purposes of this Section 2.3.

2.4 Potential Parachute Payment Adjustment.

(a) If the payments and benefits provided to Individual under this Agreement or under any other agreement with, or plan of, the Company or any Person or entity which is a party to a transaction involving the Company or its affiliates (the "**Total Payment**") (i) constitute a "parachute payment" as defined in Code Section 280G and exceed three (3) times Individual's "base amount" as defined under Code Section 280G(b)(3), and (ii) would, but for this Section 2.4(a), be subject to the excise tax imposed by Code Section 4999, then Individual's payments and benefits under this Agreement shall be either (A) paid in full, or (B) reduced and payable only as to the maximum amount which would result in no portion of such payments and benefits being subject to excise tax under Code Section 4999, whichever results in the receipt by Individual on an after-tax basis of the greatest amount of Total Payment (taking into account the applicable federal, state and local income taxes, the excise tax imposed by Code Section 4999 and all other taxes (including any interest and penalties) payable by Individual). If a reduction of the Total Payment is necessary, cash payments provided for herein shall first be reduced (such reduction to be applied first to the earliest payments otherwise scheduled to occur), and the non-cash benefits provided for herein shall thereafter be reduced (such reduction to be applied first to the benefits otherwise scheduled to occur the earliest). If, as a result of any reduction required by this Section 2.4(a), amounts previously paid to Individual exceed the amount to which Individual is entitled, Individual will promptly return the excess amount to the Company.

(b) All determinations required to be made under this Section 2.4, including whether reductions are necessary, may be made, in the discretion of the Company, by an accounting or financial consulting firm selected by the Company for such purposes (the “**Accounting Firm**”). The Accounting Firm shall provide detailed supporting calculations both to the Company and to Individual. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

2.5 Death or Disability of Individual. Except as otherwise provided in this Section 2.5, if Individual’s employment terminates due to death or Disability, then this Agreement shall terminate without further obligations to Individual or his or her estate, as applicable, under this Agreement. In either event, however, the Company, in addition to any obligations owed to Individual under any other applicable agreement with any member of the Company Group (i) will pay any accrued and unpaid compensation due to Individual as of his or her termination date, as described in Section 2.2(a) as if Individual’s termination of employment had been a Qualifying Termination, and (ii) will pay the prorated bonus described in Section 2.2(b) as if Individual’s termination of employment had been a Qualifying Termination; provided that payment of such compensation and benefits with respect to Section 2.2(b) shall only be made if Individual or his or her legal representative or his or her estate, as applicable, has satisfied the conditions described in Section 2.1(b).

ARTICLE III Confidential Information and Non-Competition; Other Covenants

3.1 Covenant Not to Disclose Confidential Information. Individual acknowledges that, during the course of his or her employment with the Company, he or she has or will have access to and knowledge of certain information and data that the Company or other members of the Company Group consider confidential and that the release of such information or data to unauthorized Persons would be extremely detrimental to the Company Group. As a consequence, Individual hereby agrees and acknowledges that he or she owes a duty to the Company not to disclose, and agrees that, during or after the term of his or her employment, without the prior written consent of the Company, he or she will not communicate, publish or disclose, to any Person anywhere or use any Confidential Information (as hereinafter defined) for any purpose other than carrying out his or her duties as contemplated in connection with his or her employment with respect to the Company or any Company Group member. Individual will use his or her best efforts at all times to hold in confidence and to safeguard any Confidential Information from falling into the hands of any unauthorized Person and, in particular, will not permit any Confidential Information to be read, duplicated, or copied. Notwithstanding the foregoing, Individual may disclose such Confidential Information to the extent required by applicable law or as a consequence of any judicial or regulatory proceeding, based upon the opinion of legal counsel and only after Individual has requested that such Confidential Information be preserved to the maximum extent practicable. To the extent permitted by law, Individual will advise the Company in advance of any intended disclosure to comply with legal requirements. Individual will return to the Company all Confidential Information in Individual’s possession or under Individual’s control when the duties of Individual no longer require Individual’s possession thereof, or whenever the Company shall so request, and in any event will promptly return all such Confidential Information if Individual’s relationship with the Company is terminated for any reason and will not retain any copies thereof. Notwithstanding the foregoing, nothing herein prohibits Individual from reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Individual does not need the prior authorization of the Company to make any such reports or disclosures, and Individual is not required to notify the Company that he or she has made such reports or disclosures. Individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. For purposes hereof, the term “**Confidential Information**” shall mean any information or data used by or belonging or relating to the Company or any other member of the Company Group or any of their representatives that is not known generally to the industry in which any member of the Company Group is or may be engaged (other than as a result of disclosure by Individual in violation of this Agreement), including without limitation, any and all trade secrets, proprietary data and information relating to any member of the Company Group’s past, present, or future business and products, price lists, customer lists, processes, procedures or standards, know-how, manuals, business strategies, records, drawings, specifications, designs, financial information, whether or not reduced to writing, or information or data that the Company or any other member of the Company Group advises Individual should be treated as confidential information.

3.2 Covenant Not to Compete. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company, Individual shall not, unless Individual receives the prior written consent of the Board, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to or participate in or be connected with, as an officer, manager, employee, partner, stockholder, consultant, or otherwise, any Person that competes with any member of the Company Group in (i) the purchasing, selling, brokering or marketing of natural gas, natural gas liquids, oil, hydrocarbons, brine, water or any derivative product thereof, including, without limitation, locating buyers and sellers, or negotiating purchase and sales contracts; (ii) the gathering, processing, fractionation, stabilization, and/or transporting of natural gas, natural gas liquids, oil, hydrocarbons, brine, water, or any derivative product thereof; or (iii) the conduct of a business enterprise that is in a business segment that contributes five percent (5%) or more to the Company's gross revenue or deploys five percent (5%) or more of the Company's fixed assets. Ownership by Individual, as a passive investment, of less than one half of one percent (0.5%) of the outstanding securities of any organization with securities listed on a national securities exchange or publicly traded in the over-the-counter market shall not constitute a breach of this Section 3.2.

3.3 Covenant not to Solicit Customers. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and for a period of twelve (12) months after the termination of such employment (for any reason), Individual shall not (i) persuade or encourage any Person that was a client or customer of any member of the Company Group at any time during the twelve (12) months prior to the termination of Individual's employment to cease conducting or fail to renew existing business with that member of the Company Group, or (ii) use any confidential or proprietary information of any member of the Company Group to directly or indirectly solicit business from, or to interrupt, disturb, or interfere with any member of the Company Group's relationships with, any Person that was a client or customer of any member of the Company Group at any time during the twelve (12) months prior to the termination of Individual's employment.

3.4 Covenant not to Solicit Employees. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and for a period of twenty-four (24) months after the termination of such employment (for any reason), Individual shall not solicit, endeavor to entice or induce any employee of any member of the Company Group to terminate such Person's employment or service with such member or accept employment with anyone else; provided, however, that a general solicitation of the public for employment shall not constitute a solicitation hereunder.

3.5 Covenant Against Disparagement. In partial consideration for Individual's access to Confidential Information and the benefits provided by this Agreement, Individual agrees that while employed by the Company and thereafter, he or she will not make any statements disparaging any member of the Company Group or any of their officers, directors, or employees that could reasonably be expected to be harmful to the interests of the Company or the Company Group. This covenant shall not apply to any statement made in the context of any legal or regulatory proceeding or the reporting of possible violations of law or regulation to a governmental agency or entity, as described in Section 3.1.

3.6 Specific Performance. Recognizing that irreparable damage will result to the Company in the event of the breach or threatened breach of any of the foregoing covenants and assurances by Individual contained in this Article III, and that the Company's remedies at law for any such breach or threatened breach will be inadequate, the Company and its successors and assigns, in addition to such other remedies that may be available to them, shall be entitled to an injunction, including a mandatory injunction (without the necessity of (i) proving irreparable harm, (ii) establishing that monetary damages are inadequate, or (iii) posting any bond with respect thereto), to be issued by any court of competent jurisdiction ordering compliance with this Agreement or enjoining and restraining Individual, and each and every Person, firm, or company acting in concert or participation with him or her, from the continuation of such breach and, in addition thereto, he or she shall pay to the Company all ascertainable damages, including costs and reasonable attorneys' fees sustained by the Company or any other member of the Company Group by reason of the breach or threatened breach of said covenants and assurances.

3.7 Clawback. Individual agrees that in the event that the Company determines that Individual has breached any term of this Article III, in addition to any other remedies at law or in equity the Company may have available to it, the Company may in its sole discretion require that Individual repay to the Company, within five (5) business days of receipt of written demand therefor, an amount equal to the amounts paid to or on behalf of Individual pursuant to Sections 2.1, 2.2(b) and 2.2(c).

3.8 Miscellaneous.

(a) Individual has carefully read and considered the provisions of this Article III and, having done so, agrees that the restrictions set forth in this Article III (including the relevant time periods, scope of activity to be restrained, and the geographical scope) are fair and reasonable and are reasonably required for the protection of the interests of the Company Group and their respective officers, directors, managers, employees, creditors, partners, members, and unitholders. Individual understands that the restrictions contained in Article III may limit his or her ability to engage in a business similar to the business of any member of the Company Group but acknowledges that he or she will receive sufficiently high remuneration and other benefits from the Company Group to justify such restrictions.

(b) The covenants and obligations of Individual set forth in this Article III are in addition to, and not in lieu of, or exclusive of, any other obligations and duties of Individual to the Company Group, whether express or implied in fact or in law.

(c) In the event that any provision of this Article III relating to the relevant time periods, scope of activity and/or the areas of restriction hereunder shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope or areas such court deems reasonable and enforceable, the relevant time periods, scope of activity, and/or areas of restriction deemed reasonable and enforceable by the court shall become and thereafter be the maximum time period, scope of activity, and/or areas.

ARTICLE IV
Dodd-Frank Clawback

Individual agrees and acknowledges that any and all compensation Individual receives pursuant to this Agreement shall be subject to clawback by the Company to the extent provided in policies adopted by the Board to comply with the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

ARTICLE V
Miscellaneous

5.1 Term; Termination or Amendment. The term of this Agreement shall commence as of the Effective Date, and shall continue until (i) the termination of Individual's employment or (ii) this Agreement is terminated by the Company as provided in this Section 5.1. If this Agreement is not previously terminated, the Agreement shall automatically renew on each anniversary of the Effective Date (a "**Renewal Date**"). The Company shall have the right to (A) terminate this Agreement without Individual's consent effective as of any Renewal Date that does not occur during the Protection Period by giving written notice to Individual at least ninety (90) days in advance of such Renewal Date, and (B) amend this agreement without Individual's consent, which amendment shall be evidenced in writing and be effective as of the relevant Renewal Date; provided, that (1) Individual is provided with written notice of the Company's election to amend the Agreement at least ninety (90) days in advance of such Renewal Date, and (2) no such amendment adversely affects Individual. Except as otherwise provided in the preceding sentence, no such termination or any amendment of this Agreement shall become effective during the term of this Agreement without Individual's written consent, and any such purported termination or amendment of this Agreement during a Protection Period, whether pursuant to the preceding sentence or otherwise, without Individual's written consent shall become effective no earlier than the expiration of the Protection Period. Upon termination of Individual's employment, all obligations and liabilities of the parties hereto arising in connection with such termination of employment or otherwise accruing under this Agreement shall survive such termination.

5.2 Interpretation. The Article and Section headings herein are for convenience only and shall not affect the construction hereof. In this Agreement, unless a clear contrary intention appears, (i) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision, (ii) reference to any Article or Section, means such Article or Section hereof, (iii) the word “including” (and with correlative meaning “include”) means including, without limiting the generality of any description preceding such term, and (iv) where any provision of this Agreement refers to action to be taken by either party, or which such party is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such party.

5.3 Effect on Other Plans. Except in the case of a Severance Plan, as defined in Section 2.3, nothing in this Agreement shall prevent or limit Individual’s continuing or future participation in any other plan, program, policy or practice provided by the Company or any other member of the Company Group for which Individual may qualify, nor shall anything herein limit or otherwise affect such rights as Individual may have under any other contract or agreement with the Company or any other member of the Company Group. Amounts which are vested benefits or which Individual is otherwise entitled to receive under any such other plan, policy, practice, program, contract or agreement (“*Other Arrangement*”) at or subsequent to the termination of Individual’s employment shall be payable in accordance with such Other Arrangement except as explicitly modified by this Agreement; provided, however, the time period after such termination shall not be credited as continued employment of Individual for any purpose under any such Other Arrangement.

5.4 Overpayments. Individual agrees that the Company, in its sole discretion, may require repayment by Individual of any amount erroneously made in excess of the amounts that should have been paid under the terms of this Agreement.

5.5 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

5.6 No Breach. Individual represents and warrants to the Company that neither the execution nor delivery of this Agreement, nor the performance of Individual’s obligations hereunder will conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any obligation, contract, agreement, covenant, or instrument to which Individual is a party or under which Individual is bound, including without limitation, the breach by Individual of a fiduciary or contractual duty to any former employers.

5.7 Entire Agreement; Manner of Amendment. Except with respect to the Severance Agreement, and subject to Section 2.3, this Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, written or oral, between the parties hereto and their respective affiliates and contains the entire understanding of the parties hereto; [provided that, the Original Agreement shall continue to apply with respect to, and until the close of, any “Protection Period” thereunder that is in effect as of the Effective Date (it being understood that any such “Protection Period” that is in effect under the Original Agreement as of the Effective Date shall immediately terminate upon the commencement of a Protection Period pursuant to this Agreement)]. This Agreement shall not be amended, modified or supplemented in any manner whatsoever except by mutual written agreement of the parties hereto or in accordance with Section 5.1. Failure of the Company to demand strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of the term, covenant or condition, nor shall any waiver or relinquishment by the Company of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.

5.8 Governing Law; Venue. This Agreement and all rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, including all matters of enforcement, validity, and performance without regard to conflict or choice of law principles. Except for injunction actions or proceedings initiated by the Company pursuant to Section 3.6, venue for any action or proceeding relating to this Agreement and/or Individual's employment relationship with the Company and the Company Group, as applicable, shall lie exclusively in courts in Dallas County, Texas.

5.9 Notices. All notices and all other communications provided for in the Agreement shall be in writing and addressed (i) if to the Company, at its principal office address or such other address as it may have designated by written notice to Individual for purposes hereof, directed to the attention of the Board with a copy to the Secretary of the Company and (ii) if to Individual, at his or her residence address on the records of the Company or to such other address as he or she may have designated to the Company in writing for purposes hereof. Each such notice or other communication shall be deemed to have been duly given when personally delivered or sent by United States registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service, with delivery confirmed.

5.10 Assignment. This Agreement is personal and not assignable by Individual but it may be assigned by the Company without notice to or consent of Individual to, and shall thereafter be binding upon and enforceable by, (i) any member of the Company Group, or (ii) any Person that acquires or succeeds to substantially all of the business or assets of any member of the Company Group (and such Person shall be deemed included in the definition of the "Company" and the "Company Group" for all purposes of this Agreement).

5.11 Tax Withholdings. The Company shall withhold from all payments hereunder all applicable taxes (federal, state or other) that it is required to withhold therefrom.

5.12 Employment with Affiliates. For purposes of this Agreement, employment with any member of the Company Group shall be deemed to be employment with the Company.

5.13 Company Actions. Actions taken hereunder by the Company, including any determinations or exercises of discretion pursuant to this Agreement, shall be undertaken (i) with the approval of the Board, with respect to (A) the adoption of any amendment hereto under Sections 5.1 or 5.7 of this Agreement, (B) an election not to extend the Term under Section 5.1 of this Agreement, and (C) in the event Individual is an “executive officer” under the Securities Exchange Act of 1934, as amended, (1) the determination to terminate Individual’s employment for Cause when applicable and for purposes of this Agreement, (2) the determination of whether any other termination of Individual’s employment constitutes a Qualifying Termination or arises due to his or her Disability, and (3) the exercise of the clawback, repayment and similar remedies of the Company under Article IV and Sections 3.7 and 5.4 of this Agreement; (ii) in the event Individual is an “executive officer” under the Securities Exchange Act of 1934, as amended, with the approval of the Board or the Committee with respect to (A) the placement of Individual on paid leave while a determination is being made as to whether there is a basis to terminate Individual’s employment for Cause, and (B) the determination of which actions, if any, are appropriate to remedy an event pursuant to clause (B) of the definition of Good Reason herein; and (iii) with the approval of the Board or the Committee or by [the Chief Executive Officer of EnLink Midstream, LLC] with respect to (A) the selection of the Accounting Firm pursuant to Section 2.4(b) of this Agreement; (B) the seeking of an injunction pursuant to Section 3.6 of this Agreement, and (C) in the event Individual is not an “executive officer” under the Securities Exchange Act of 1934, as amended, (1) the determination to terminate Individual’s employment for Cause when applicable and for purposes of this Agreement, (2) the determination of whether any other termination of Individual’s employment constitutes a Qualifying Termination or arises due to his or her Disability, (3) the placement of Individual on paid leave while a determination is being made as to whether there is a basis to terminate Individual’s employment for Cause, (4) the determination of which actions, if any, are appropriate to remedy an event pursuant to clause (B) of the definition of Good Reason herein, (5) the exercise of the clawback, repayment and similar remedies of the Company under Article IV and Sections 3.7 and 5.4 of this Agreement, and (6) the exercise of any other authority or discretion that is not described above, but is otherwise necessary or appropriate in order to satisfy the obligations and duties of, or to exercise the rights of, the Company for purposes of this Agreement. Notwithstanding any provision herein to the contrary, to the extent such actions relate only to Individual, and Individual is then serving as [the Chief Executive officer of EnLink Midstream, LLC] or as a member of the Board or Committee, such actions shall be undertaken by the Board or Committee without the participation of Individual in the authorization thereof.

5.14 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees, in addition to any other relief to which such party may be entitled.

5.15 Section 409A. This Agreement is intended to provide payments that are (i) exempt from the provisions of Code Section 409A and related regulations and Treasury pronouncements, by complying with (among other things) the short-term deferral exception as specified in Treasury Regulation § 1.409A-1(b)(4) and the involuntary separation pay exception within the meaning of Treasury Regulation § 1.409A-1(b)(9)(iii), or (ii) compliant with the provisions of Code Section 409A and related regulations and Treasury pronouncements, and this Agreement shall be administered, interpreted and construed accordingly. Any other provision of this Agreement to the contrary notwithstanding, the parties agree that any benefit or benefits under this Agreement that the Company determines are subject to the suspension period under Code Section 409A(a)(2)(B) shall not be paid or commence until such date that constitutes the first business day following six (6) months after Individual’s termination date, or if earlier, Individual’s death.

5.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed, and Individual has hereunto set his or her hand, as of the Effective Date.

ENLINK MIDSTREAM OPERATING, LP

By: ENLINK MIDSTREAM OPERATING GP, LLC,
Its general partner

Name:
Title:

INDIVIDUAL:

Name: _____