### SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

## **SCHEDULE 13D/A**

(Rule 13d-101)

Under the Securities Exchange Act of 1934 (Amendment No. 9)

# **Enable Midstream Partners, LP**

(Name of Issuer)

Common Units Representing Limited Partner Interests (Title of Class of Securities)

292480100 (CUSIP Number)

Dana C. O'Brien
1111 Louisiana
Houston, Texas 77002
(713) 207-1111
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 4, 2018 (Date of Event which Requires Filing of this Statement)

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

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

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

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

#### CUSIP No. 292480100

1	NAME OF REPORTING PERSON			
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON			
		int Energy, Inc.		
	74-06944	415		
2	CHECK T	HE APPROPRIATE BOX IF A MEMBER OF A GROUP		
	(a) 🗆	(b) ⊠		
3	SEC USE	ONLY		
4	4 SOURCE OF FUNDS			
	N/A (please see Item 3)			
5		OX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		
		······································		
	lп			
6	CITIZENS	HIP OR PLACE OF ORGANIZATION		
	CITIZENS	IIII ORTEACE OF ORGANIZATION		
	Texas			
	телаз	7   SOLE VOTING POWER*		
		/ Sole voling Power.		
NILI	MDED OF	233,856,623 Common Units		
	MBER OF HARES			
	EFICIALLY	8 SHARED VOTING POWER		
	VNED BY			
	EACH	0		
	REPORTING 9 SOLE DISPOSITIVE POWER*			
P	PERSON			
WITH 233,856,623 Common Units				
	10 SHARED DISPOSITIVE POWER			
		$\mid 0$		
11	AGGREGA	ATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*		
	233,856,623 Common Units			
12	12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES □			
13	3 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11**			
	Approximately 54.0%			
14				
	HC· CO			

- \* Includes 139,704,916 Common Units resulting from the one-for-one conversion of all of the Partnership's issued and outstanding Subordinated Units on August 30, 2017 upon the termination of the subordination period as set forth in the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership. On March 25, 2014, in connection with its initial public offering, the Partnership effected a 1 for 1.279082616 Common Unit reverse split. For purposes of this Schedule 13D/A, all unit counts reflect the reverse unit split. Does not include 14,520,000 10% Series A Fixed-to-Floating Non-Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in the Partnership (the "Series A Preferred Units"). See the discussion in Item 4 in Amendment No. 2 on Schedule 13D/A filed on February 22, 2016 for more information regarding the Series A Preferred Units.
- \*\* Based on the number of Common Units (433,068,427) issued and outstanding as set forth on the cover of the Partnership's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 2, 2018.

#### CUSIP No. 292480100

1	NAME OF REPORTING PERSON		
	S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON		
	CenterPo	int Energy Midstream, Inc.	
	83-10941	03	
2		HE APPROPRIATE BOX IF A MEMBER OF A GROUP	
	(a) □ (b) ⊠		
	GEG LIGE		
3	SEC USE	JNLY	
4	4 SOURCE OF FUNDS		
	1 SOURCE OF FOLIDS		
	N/A (please see Item 3)		
5	CHECK B	OX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	
6		HIP OR PLACE OF ORGANIZATION	
	CITIZZINO		
	Delaware		
		7   SOLE VOTING POWER*	
NILI	NUMBER OF 233,856,623 Common Units		
	HARES	8 SHARED VOTING POWER	
BENEFICIALLY			
OWNED BY EACH 0			
	PORTING	9 SOLE DISPOSITIVE POWER*	
P	ERSON WITH	222 956 622 Common Units	
	233,856,623 Common Units  10 SHARED DISPOSITIVE POWER		
10 SHARED DISTOSITIVE TOWER			
		0	
11	AGGREGA	ATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*	
	222 956	622 Common Units	
12		523 Common Units  OX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES □	
12		on the figure of the first of t	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11**		
14		nately 54.0%	
14	TYPE OF REPORTING PERSON		
	CO		

\* Includes 139,704,916 Common Units resulting from the one-for-one conversion of all of the Partnership's issued and outstanding Subordinated Units on August 30, 2017 upon the termination of the subordination period as set forth in the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership. On March 25, 2014, in connection with its initial public offering, the Partnership effected a 1 for 1.279082616 Common Unit reverse split. For purposes of this Schedule 13D/A, all unit counts reflect the reverse unit split.

\*\* Based on the number of Common Units (433,068,427) issued and outstanding as set forth on the cover of the Partnership's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 2, 2018.

Explanatory Note: This Amendment No. 9 (this "Amendment") amends and supplements the Statement on Schedule 13D filed on June 9, 2014, as amended by Amendment No. 1 on Schedule 13D/A filed on February 1, 2016, Amendment No. 2 on Schedule 13D/A filed on February 22, 2016, Amendment No. 3 on Schedule 13D/A filed on July 21, 2016, Amendment No. 4 on Schedule 13D/A filed on November 30, 2016, Amendment No. 5 on Schedule 13D/A filed on July 18, 2017, Amendment No. 6 on Schedule 13D/A filed on August 4, 2017, Amendment No. 7 on Schedule 13D/A filed on August 30, 2017 and Amendment No. 8 on Schedule 13D/A filed on February 27, 2018 (as previously amended, the "Original Schedule 13D," and as further amended by this Amendment, the "Schedule 13D/A"), with the Securities and Exchange Commission (the "Commission") relating to the limited partner interests in Enable Midstream Partners, LP, a Delaware limited partnership (the "Issuer" or "Partnership"). Prior to this Amendment, the Original Schedule 13D was filed jointly by CenterPoint Energy, Inc., a Texas corporation ("CenterPoint"), and CenterPoint Energy Resources Corp., a Delaware corporation ("CenterPoint"). Unless set forth below, all previous Items of the Original Schedule 13D are unchanged. Capitalized terms used herein which are not defined herein have the meanings set forth in the Original Schedule 13D.

#### Item 1. Security and Issuer

This Item 1 shall be deemed to amend and restate Item 1 of the Original Schedule 13D in its entirety.

This Schedule 13D/A relates to the common units representing limited partner interests (the "Common Units") of the Partnership. The Partnership's principal executive office is at One Leadership Square, 211 North Robinson Avenue, Suite 150, Oklahoma City, Oklahoma 73102.

Upon the termination of the subordination period as set forth in the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership attached hereto as <a href="Exhibit S">Exhibit S</a> (the "Fourth A&R Partnership Agreement"), the subordinated units ("Subordinated Units") representing limited partner interests in the Partnership held by the Reporting Persons were converted into Common Units on a one-for-one basis as set forth in the Fourth A&R Partnership Agreement.

#### Item 2. Identity and Background

This Item 2 shall be deemed to amend and restate Item 2 of the Original Schedule 13D in its entirety.

- (a) This Schedule 13D/A is jointly filed pursuant to a Joint Filing Statement attached hereto as <u>Exhibit L</u> by and between (i) CenterPoint and (ii) CenterPoint Energy Midstream, Inc., a Delaware corporation ("*CNP Midstream*" and, together with CenterPoint, the "*Reporting Persons*"). CenterPoint is a publicly traded Texas corporation and is the sole stockholder of, and owns all of the equity interests in, CNP Midstream.
- (b) The business address of the Reporting Persons and the Listed Persons (as defined below) is 1111 Louisiana, Houston, Texas 77002.
- (c) The principal business of CenterPoint is the ownership and operation, directly or indirectly, of electric transmission and distribution facilities and natural gas distribution facilities and the ownership of interests in the Partnership. The principal business of CNP Midstream is the ownership of interests in the Partnership.

The name and present principal occupation of each director and executive officer of CenterPoint (the "CenterPoint Listed Persons") are set forth on Exhibit A to this Schedule 13D/A, which is incorporated herein by reference. The name and present principal occupation of each director and executive officer of CNP Midstream (the "CNP Midstream Listed Persons") are set forth on Exhibit A to this Schedule 13D/A, which is incorporated herein by reference. The CenterPoint Listed Persons and the CNP Midstream Listed Persons are collectively referred to as the "Listed Persons."

- (d) (e) During the last five years, none of the Reporting Persons has and, to the Reporting Persons' knowledge, none of the Listed Persons has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) nor (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) CenterPoint is a Texas corporation. CNP Midstream is a Delaware corporation and wholly owned subsidiary of CenterPoint. All Listed Persons are citizens of the United States of America.

#### Item 3. Source and Amount of Funds or Other Consideration

This Item 3 shall be deemed to amend and supplement Item 3 of the Original Schedule 13D as set forth below.

On September 4, 2018, CNP Midstream entered into a Contribution Agreement attached hereto as <a href="Exhibit X">Exhibit X</a>, by and between CERC and CNP Midstream, pursuant to which CERC contributed all of the Common Units held by CERC to CNP Midstream. Immediately following such contribution, CERC distributed all of its interest in CNP Midstream to Utility Holding, LLC, a Delaware limited liability company ("Utility Holding"), CERC's sole stockholder and a wholly owned subsidiary of CenterPoint. Utility Holding then distributed all of its interest in CNP Midstream to CenterPoint, its sole member (collectively, such transactions, the "Internal Spin"). The contribution and distribution described above did not involve any purchase or sale of securities of the Partnership by the Reporting Persons.

#### Item 4. Purposes of Transactions

This Item 4 shall be deemed to amend and supplement Item 4 of the Original Schedule 13D as set forth below.

The information provided or incorporated by reference in Item 3 above is hereby incorporated by reference herein.

#### Item 5. Interest in Securities of the Issuer

This Item 5 shall be deemed to amend and restate Item 5 of the Original Schedule 13D in its entirety.

(a)

- CNP Midstream holds directly 233,856,623 Common Units, representing approximately 54.0% of the outstanding Common Units of the Partnership.
- CenterPoint, as the sole stockholder of CNP Midstream, may, pursuant to Rule 13d-3, be deemed to beneficially own the 233,856,623 Common Units held of record by CNP Midstream, representing approximately 54.0% of the outstanding Common Units.
- Through their ownership interest in the General Partner, CenterPoint and CNP Midstream may be deemed to beneficially own an interest in the General Partner's non-economic general partner interest and incentive distribution rights (which represent the right to receive increasing percentages of quarterly distributions).
- In addition, as of the date of this report, certain of the Listed Persons beneficially own the number and percentage of Common Units set forth in the following table.

	Common Units Beneficially	Percentage of Class Beneficially
Name	Owned	Owned
Milton Carroll	2,500	*
Susan O. Rheney	2,500	*
Phillip R. Smith	1,138	*
Peter S. Wareing	50,000(1)	*
Tracy B. Bridge	238	*
Scott M. Prochazka	10,000	*
William D. Rogers	10,000	*

- \* Less than 1% of the class beneficially owned.
- (1) Owned directly by Wareing and Company Ltd. of which the Listed Person is a general partner. The Listed Person disclaims beneficial ownership of the common units except to the extent of his pecuniary interest.

The percentages set forth in Item 5(a) are based on the number of Common Units (433,068,427) issued and outstanding as set forth on the cover of the Partnership's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 2, 2018.

The Series A Preferred Units are not included in the calculation of the Reporting Persons' beneficial ownership. See the discussion in Item 4 in Amendment No. 2 on Schedule 13D/A filed on February 22, 2016 for more information regarding the Series A Preferred Units.

- (b) The information set forth in Items 7 through 11 of the cover pages hereto is incorporated herein by reference. See Exhibit A to this Schedule 13D/A for additional information applicable to the Listed Persons. To the Reporting Persons' knowledge, each of the Listed Persons listed in the table in Item 5(a) has sole voting power and dispositive power with respect to all of the Common Units reported for him in Item 5(a).
- (c) Except as otherwise described herein, none of the Reporting Persons or, to the Reporting Persons' knowledge, the Listed Persons has effected any transactions in the Common Units during the past 60 days.
- (d) The Reporting Persons have the right to receive distributions from, and the proceeds from the sale of, the respective Common Units reported on the cover pages of this Schedule 13D/A and in this Item 5. Except for the foregoing and the cash distributions described in the Fifth Amended and Restated Agreement of Limited Partnership of the Partnership attached hereto as Exhibit W, no other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of distributions from, or the proceeds from the sale of, Common Units beneficially owned by the Reporting Persons or, to the Reporting Persons' knowledge, the Listed Persons.
- (e) Prior to this Amendment, the Original Schedule 13D was filed jointly by CenterPoint and CERC. On September 4, 2018, CenterPoint, CERC, Utility Holding and CNP Midstream completed the Internal Spin, pursuant to which CNP Midstream, a wholly owned subsidiary of CenterPoint, became the sole record holder of the Common Units. As a result, the Joint Filing Statement between CenterPoint and CERC has been terminated, and CERC is no longer a reporting person under this Schedule 13D/A.

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

This Item 6 shall be deemed to amend and supplement Item 6 of the Original Schedule 13D as set forth below.

The information provided or incorporated by reference in Item 3 and Item 4 above is hereby incorporated by reference herein.

In connection with the closing of the Internal Spin, on September 4, 2018, CNP Midstream entered into a Joinder Agreement attached as <a href="Exhibit Y"><u>Exhibit Y</u></a> hereto to the Registration Rights Agreement attached as <a href="Exhibit H"><u>Exhibit H</u></a> hereto ("**Registration Rights Agreement**"), pursuant to which CNP Midstream agreed to be bound by and subject to the terms of the Registration Rights Agreement, and agreed to perform the covenants and obligations expressly contemplated by the Registration Rights Agreement to be performed by CERC or its permitted assignees.

In connection with the closing of the Internal Spin, on September 4, 2018, CNP Midstream entered into a Joinder Agreement attached as Exhibit Z hereto to the Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC attached as Exhibit V hereto ("GP LLC Agreement"), pursuant to which CNP Midstream agreed to be bound by and subject to the terms of the GP LLC Agreement, and agreed to perform the covenants and obligations expressly contemplated by the GP LLC Agreement to be performed by CERC or its subsidiary transferees.

In connection with the closing of the Internal Spin, on August 31, 2018, CNP Midstream and CERC executed and delivered a Notice Letter attached as <a href="Exhibit AA">Exhibit AA</a> hereto (the "Notice Letter"), to the Partnership and the General Partner, pursuant to which, among other things, CNP Midstream and CERC provided notice of the Internal Spin, CERC provided notice of its election to transfer its right to designate Representatives (as defined in the Notice Letter) to CNP Midstream, and CNP Midstream elected to have individuals previously designated by CERC continue as its Representatives as of the closing of the Internal Spin.

The summaries contained herein of each joinder agreement and the Notice Letter do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, which are included as <u>Exhibit Y</u>, <u>Exhibit Z</u> and <u>Exhibit AA</u>, respectively, to this Schedule 13 D/A and are incorporated herein by reference.

To the Reporting Persons' knowledge, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Partnership.

#### Item 7. Material to Be Filed as Exhibits

Exhibit A Directors and Executive Officers of CenterPoint and CNP Midstream (file	(filed herewith).
---	-------------------

- Exhibit B Second Amended and Restated Agreement of Limited Partnership of Enable Midstream Partners, LP (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed on April 22, 2014 and incorporated herein in its entirety by reference).
- Exhibit C Master Formation Agreement dated as of March 14, 2013 by and among CenterPoint Energy, Inc., OGE Energy Corp., Bronco Midstream Holdings, LLC and Bronco Midstream Holdings II, LLC filed as Exhibit 2.1 to the Partnership's Registration Statement on Form S-1 (File No. 333-192542), filed on November 26, 2013 and incorporated herein in its entirety by reference).
- Exhibit D Contribution Agreement, dated as of May 30, 2014 by and among CERC, CenterPoint Energy Southeastern Pipelines Holding, LLC and the Partnership (filed as Exhibit D to the Schedule 13D of CenterPoint Energy, Inc. and CenterPoint Energy Resources Corp., filed with the Commission on June 9, 2014 and incorporated herein in its entirety by reference).
- Exhibit E Second Amended and Restated Limited Liability Company Agreement of Enable GP, LLC (filed as Exhibit 10.2 to CERC's Quarterly Report on Form 10-Q (File No. 001-13265) filed with the Commission on November 12, 2013 and incorporated herein in its entirety by reference).
- Exhibit F First Amendment to the Second Amended and Restated Limited Liability Company Agreement of Enable GP, LLC (filed as Exhibit 10.2 to CenterPoint's Current Report on Form 8-K (File No. 001-31447) filed with the Commission on April 22, 2014 and incorporated herein in its entirety by reference).
- Exhibit G Underwriting Agreement, dated as of April 10, 2014, by and among the Partnership, the General Partner, Enogex Holdings LLC and the underwriters named therein (filed as Exhibit 1.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on April 16, 2014 and incorporated herein in its entirety by reference).
- Exhibit H Registration Rights Agreement dated as of May 1, 2013 by and among CenterPoint Energy Field Services LP, CenterPoint Energy Resources Corp., OGE Enogex Holdings LLC, and Enogex Holdings LLC (filed as Exhibit 10.12 to the Partnership's Registration Statement on Form S-1 (File No. 333-192542), filed on November 26, 2013 and incorporated herein in its entirety by reference).
- Exhibit I Indenture, dated as of May 27, 2014, between the Partnership and U.S. Bank National Association, as trustee (filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on May 29, 2014 and incorporated herein in its entirety by reference).

- Exhibit J First Supplemental Indenture, dated as of May 27, 2014, by and among the Partnership, CERC, as guarantor, and U.S. Bank National Association, as trustee (filed as Exhibit 4.2 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on May 29, 2014 and incorporated herein in its entirety by reference).
- Exhibit K Registration Rights Agreement, dated as of May 27, 2014, by and among the Partnership, CERC, as guarantor, and RBS Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Credit Suisse Securities (USA) LLC, and RBC Capital Markets, LLC, as representatives of the initial purchasers (filed as Exhibit 4.3 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on May 29, 2014 and incorporated herein in its entirety by reference).
- Exhibit L Joint Filing Statement (filed herewith).
- Exhibit M Press release, dated as of January 29, 2016 (filed as Exhibit M to the Schedule 13D/A of CenterPoint Energy, Inc. and CenterPoint Energy Resources Corp., filed with the Commission on February 1, 2016 and incorporated herein in its entirety by reference).
- Exhibit N Press release, dated as of February 1, 2016 (filed as Exhibit N to the Schedule 13D/A of CenterPoint Energy, Inc. and CenterPoint Energy Resources Corp., filed with the Commission on February 1, 2016 and incorporated herein in its entirety by reference).
- Exhibit O Registration Rights Agreement, dated as of February 18, 2016 (filed as Exhibit 4.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on February 19, 2016 and incorporated herein in its entirety by reference).
- Exhibit P Third Amended and Restated Agreement of Limited Partnership, dated as of February 18, 2016 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on February 19, 2016 and incorporated herein in its entirety by reference).
- Exhibit Q Purchase Agreement, dated as of January 28, 2016, by and between CenterPoint Energy, Inc. and Enable Midstream Partners, LP (filed as Exhibit 10.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on February 1, 2016 and incorporated herein in its entirety by reference).
- Exhibit R Waiver Agreement by and among CenterPoint Energy Resources Corp., OGE Enogex Holdings LLC and Enable GP, LLC (filed as Exhibit R to the Schedule 13D/A of CenterPoint Energy, Inc. and CenterPoint Energy Resources Corp., filed with the Commission on February 22, 2016 and incorporated herein in its entirety by reference).
- Exhibit S Fourth Amended and Restated Agreement of Limited Partnership, dated as of June 22, 2016 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on June 22, 2016 and incorporated herein in its entirety by reference).
- Exhibit T Form of Lock-Up Letter (included as Exhibit C to the Underwriting Agreement, dated as of November 22, 2016, by and among the Partnership, Enogex Holdings LLC and the underwriters named therein, filed as Exhibit 1.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on November 29, 2016 and incorporated herein in its entirety by reference).

Exhibit U	Waiver Agreement, dated as of November 29, 2016, by and among CenterPoint Energy Resources Corp. and OGE Enogex Holdings LLC (filed as Exhibit A to the Schedule 13D/A of CenterPoint Energy, Inc. and CenterPoint Energy Resources Corp., filed with the Commission on November 30, 2016 and incorporated herein in its entirety by reference).
Exhibit V	Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC (filed as Exhibit 10.2 to CenterPoint's Current Report on Form 8-K (File No. 001-31447) filed with the Commission on June 24, 2016 and incorporated herein in its entirety by reference).
Exhibit W	Fifth Amended and Restated Agreement of Limited Partnership, dated as of November 14, 2017 (filed as Exhibit 3.1 to the Partnership's Current Report on Form 8-K (File No. 001-36413) filed with the Commission on November 15, 2017 and incorporated herein in its entirety by reference).
Exhibit X	Contribution Agreement, dated as of September 4, 2018, by and between CERC and CNP Midstream (filed herewith).
Exhibit Y	Joinder Agreement, dated as of September 4, 2018, executed by CNP Midstream (filed herewith).
Exhibit Z	Joinder Agreement, dated as of September 4, 2018, executed by CNP Midstream (filed herewith).
Exhibit AA	Notice Letter, dated as of August 31, 2018, executed by CNP Midstream and CERC (filed herewith).
	9

#### **SIGNATURE**

After reasonable inquiry and to the best of the knowledge and belief of the undersigned, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: September 10, 2018

CENTERPOINT ENERGY, INC.

By: /s/ Dana C. O'Brien

By: /s/ Dana C. O'Brien
Name: Dana C. O'Brien

Name: Dana C. O'Brien

Title: Senior Vice President and General Counsel

Title: Senior Vice President and General Counsel

CENTERPOINT ENERGY MIDSTREAM, INC.

### EXHIBIT A

### Directors and Executive Officers of CenterPoint Energy, Inc.

Name	Principal Occupation	Citizenship
Scott M. Prochazka	President, Chief Executive Officer and Director	United States
Milton Carroll	Executive Chairman of the Board of Directors	United States
Leslie D. Biddle	Director	United States
Scott J. McLean	Director	United States
Martin H. Nesbitt	Director	United States
Theodore F. Pound	Director	United States
Susan O. Rheney	Director	United States
Phillip R. Smith	Director	United States
John W. Somerhalder II	Director	United States
Peter S. Wareing	Director	United States
William D. Rogers	Executive Vice President and Chief Financial Officer	United States
Kristie Colvin	Senior Vice President and Chief Accounting Officer	United States
Tracy B. Bridge	Executive Vice President and President, Electric Division	United States
Scott E. Doyle	Senior Vice President, Natural Gas Distribution	United States
Joseph J. Vortherms	Senior Vice President, Energy Services	United States
Dana C. O'Brien	Senior Vice President, General Counsel and Assistant Corporate Secretary	United States
Susan B. Ortenstone	Senior Vice President and Chief Human Resources Officer	United States

### Directors and Executive Officers of CenterPoint Energy Midstream, Inc.

Name	Principal Occupation	Citizenship
Scott M. Prochazka	President, Chief Executive Officer and Director	United States
William D. Rogers	Executive Vice President and Chief Financial Officer	United States
Dana C. O'Brien	Senior Vice President, General Counsel and Assistant Secretary	United States

#### **EXHIBIT L**

#### Joint Filing Statement

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

Dated: September 10, 2018

CENTERPOINT ENERGY, INC. CENTERPOINT ENERGY MIDSTREAM, INC.

By: /s/ Dana C. O'Brien

Name: Dana C. O'Brien

Name: Dana C. O'Brien

Name: Dana C. O'Brien

Title: Senior Vice President and General Counsel

Title: Senior Vice President and General Counsel

#### **CONTRIBUTION AGREEMENT**

THIS CONTRIBUTION AGREEMENT (this "Contribution Agreement"), is effective as of September 4, 2018, and is made by and between CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), and CenterPoint Energy Midstream, Inc., a Delaware corporation ("CNP Midstream").

#### RECITALS

WHEREAS, CERC is a party to the Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC, a Delaware limited liability company ("Enable GP"), dated as of June 22, 2016 ("GP LLC Agreement");

WHEREAS, CERC owns 233,856,623 common units representing limited partner interests (the "Common Units") in Enable Midstream Partners, LP, a Delaware limited partnership (the "Partnership");

WHEREAS, CERC owns 400 Economic Units (as defined in the GP LLC Agreement) and 500 Management Units (as defined in the GP LLC Agreement) in Enable GP (collectively, the "GP Units" and together with the Common Units, the "Enable Interests");

WHEREAS, the parties hereto have determined that it is advisable and in their respective best interests for CERC to contribute to CNP Midstream, and for CNP Midstream to accept the contribution by CERC of, the Enable Interests in accordance with and subject to the terms and conditions set forth in this Contribution Agreement;

WHEREAS, CERC has determined that the contribution of the Common Units to CNP Midstream (i) constitutes a Permitted Transfer (as defined in the Fifth Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership Agreement")) under the Partnership Agreement and (ii) satisfies the other requirements for transfer thereunder:

WHEREAS, the GP Units constitute all of the Membership Interests (as defined in the GP LLC Agreement) held by CERC; and

WHEREAS, CERC has determined that the contribution of the GP Units to CNP Midstream (i) constitutes a Permitted Transfer (as defined in the GP LLC Agreement) under the GP LLC Agreement and (ii) satisfies the other requirements for Transfer (as defined in the GP LLC Agreement) thereunder;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **AGREEMENTS**

#### 1. Contribution.

- (a) CERC hereby CONTRIBUTES, CONVEYS, ASSIGNS, TRANSFERS AND DELIVERS to CNP Midstream and its successors and permitted assigns, all of CERC's right, title and interest in and to the Enable Interests, TO HAVE AND TO HOLD the Enable Interests forever.
- (b) From and after the date hereof, CNP Midstream hereby accepts all right, title and interest in and to the Enable Interests and assumes and agrees to be bound by all of the obligations of CERC with respect to the Enable Interests.
- 2. <u>Governing Law</u>. This Contribution Agreement and the rights and obligations of the parties hereto hereunder and the transactions contemplated hereby shall be governed by, enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of laws rules that require or permit the application of the laws of another jurisdiction.
- 5. <u>Further Actions</u>. The parties hereto will execute and deliver to each other upon request and without charge such further assignments, deeds, instruments, records or other documents, assurances or things as may be reasonably necessary to give full effect to this Contribution Agreement and the transactions provided herein.
- 6. <u>Entire Agreement</u>. This Contribution Agreement (a) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and (b) is not intended to confer upon any other person or entity any rights or remedies hereunder.
- 7. <u>Amendment</u>. This Contribution Agreement may not be amended, modified or supplemented except by an instrument in writing signed by each of the parties hereto.
- 8. <u>Binding Effect; No Assignment</u>. This Contribution Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto shall assign this Contribution Agreement or any rights herein without the prior written consent of the other party hereto, which may be withheld for any or no reason.

- 9. Severability. If any term or other provision of this Contribution Agreement is invalid, illegal, or incapable of being enforced by any rule of applicable law, or public policy, all other conditions and provisions of this Contribution Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Contribution Agreement are not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Contribution Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Contribution Agreement are consummated as originally contemplated to the fullest extent possible.
- 10. <u>Execution</u>. This Contribution Agreement may be executed in two or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which together shall constitute one instrument.
- 11. <u>Deed; Bill of Sale; Assignment</u>. To the extent required and permitted by applicable law, this Contribution Agreement shall also constitute a "deed," "bill of sale" or "assignment" of the assets and interests referenced herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the date first above written.

#### CENTERPOINT ENERGY RESOURCES CORP.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and

Chief Financial Officer

### CENTERPOINT ENERGY MIDSTREAM, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Contribution Agreement]

#### JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is executed by CenterPoint Energy Midstream, Inc., a Delaware corporation ("CNP Midstream"), as of September 4, 2018 in connection with the Registration Rights Agreement, dated as of May 1, 2013 (the "RRA"), by and among Enable Midstream Partners, LP, a Delaware limited partnership (formerly CenterPoint Energy Field Services LP, a Delaware limited partnership) ("Enable"), CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), OGE Enogex Holdings LLC, a Delaware limited liability company ("OGEH"), and Enogex Holdings LLC, a Delaware limited liability company ("Bronco"). Each of Enable, CERC, OGEH and Bronco are deemed parties to and beneficiaries of this Joinder Agreement (the "Joinder Parties"). Capitalized terms used and not defined herein have the meanings ascribed to them in the RRA.

#### WITNESSETH

WHEREAS, CERC and CNP Midstream propose to enter into a Contribution Agreement, dated as of September 4, 2018 (the "Contribution Agreement"), whereby CERC would contribute to CNP Midstream, among other things, all of the common units representing limited partner interests in Enable held by CERC (the "Common Units");

WHEREAS, such contribution of Common Units under the Contribution Agreement will be effected in accordance with the terms of the Fifth Amended and Restated Agreement of Limited Partnership of Enable, dated as of November 14, 2017;

WHEREAS, the Common Units are Registrable Securities (as defined in the RRA);

WHEREAS, CERC desires to assign to CNP Midstream, as transferee of such Registrable Securities, its rights and obligations pursuant to the RRA with respect to all of such Registrable Securities; and

WHEREAS, pursuant to <u>Section 9(g)</u> of the RRA, the execution of this Joinder Agreement by CNP Midstream is required in order for CERC to assign its rights and obligations pursuant to the RRA with respect to Registrable Securities;

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained in the RRA and this Joinder Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CNP Midstream agrees as follows:

**Section 1.** <u>Joinder</u>. Pursuant to and in accordance with <u>Section 9(g)</u> of the RRA, CNP Midstream hereby agrees to be bound by and subject to the terms of the RRA, and agrees to perform the covenants and obligations expressly contemplated by the RRA to be performed by CERC or its permitted assignees.

- Section 2. Representations and Warranties. CNP Midstream represents and warrants to the other Joinder Parties as follows:
- (a) CNP Midstream has the requisite power and authority to execute and deliver this Joinder Agreement and to perform its obligations hereunder. The execution, delivery and performance by CNP Midstream of this Joinder Agreement have been duly authorized and approved, and no other action or proceeding is necessary to authorize the execution, delivery and performance by CNP Midstream of this Joinder Agreement. CNP Midstream has duly and validly executed and delivered this Joinder Agreement.
- (b) The execution, delivery and performance by CNP Midstream of this Joinder Agreement will not (i) violate any law applicable to CNP Midstream; (ii) violate the organizational documents of CNP Midstream; or (iii) require any filing or registration by CNP Midstream with, or the consent or approval of, any governmental entity or other Person.
- **Section 3.** Construction, Etc. This Joinder Agreement shall be governed by all provisions of the RRA, unless the context otherwise requires.

[Signature page follows.]

IN WITNESS WHEREOF, CNP Midstream has executed this Joinder Agreement as of the date first written above.

### CENTERPOINT ENERGY MIDSTREAM, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial Officer

Signature Page to Joinder Agreement

#### JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is executed by CenterPoint Energy Midstream, Inc., a Delaware corporation ("CNP Midstream"), as of September 4, 2018 in connection with the Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC, a Delaware limited liability company ("Enable GP"), dated as of June 22, 2016 (the "LLC Agreement"), by and between CenterPoint Energy Resources Corp., a Delaware corporation ("CERC"), and OGE Enogex Holdings LLC, a Delaware limited liability company ("OGEH"). Each of Enable GP, CERC and OGEH are deemed parties to and beneficiaries of this Joinder Agreement (the "Joinder Parties"). Capitalized terms used and not defined herein have the meanings ascribed to them in the LLC Agreement.

#### WITNESSETH

WHEREAS, CERC and CNP Midstream propose to enter into a Contribution Agreement, dated as of September 4, 2018 (the "Contribution Agreement"), whereby CERC would contribute to CNP Midstream, among other things, all of the Membership Interests in Enable GP held by CERC; and

WHEREAS, pursuant to Section 4.01(d)(i) of the LLC Agreement, CNP Midstream, as the proposed Transferee of all of the Membership Interests in Enable GP held by CERC, must agree in writing to be bound by the terms of the LLC Agreement before the transactions contemplated by the Contribution Agreement may be undertaken;

NOW, THEREFORE, in consideration of the premises, the mutual agreements contained in the LLC Agreement and this Joinder Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CNP Midstream agrees as follows:

- **Section 1.** <u>Joinder</u>. Pursuant to and in accordance with <u>Section 4.01(d)(i)</u> of the LLC Agreement, CNP Midstream hereby agrees to be bound by the terms of the LLC Agreement and agrees to perform the covenants and obligations expressly contemplated by the LLC Agreement to be performed by CERC or its Subsidiary Transferee.
  - Section 2. Representations and Warranties. CNP Midstream represents and warrants to the other Joinder Parties as follows:
- (a) CNP Midstream has the requisite power and authority to execute and deliver this Joinder Agreement and to perform its obligations hereunder. The execution, delivery and performance by CNP Midstream of this Joinder Agreement have been duly authorized and approved, and no other action or proceeding is necessary to authorize the execution, delivery and performance by CNP Midstream of this Joinder Agreement. CNP Midstream has duly and validly executed and delivered this Joinder Agreement.
- (b) The execution, delivery and performance by CNP Midstream of this Joinder Agreement will not (i) violate any law applicable to CNP Midstream; (ii) violate the organizational documents of CNP Midstream; or (iii) require any filing or registration by CNP Midstream with, or the consent or approval of, any governmental entity or other Person.

Section 3. Construction, Etc. This Joinder Agreement shall be governed by all provisions of the LLC Agreement, unless the context otherwise requires.

[Signature page follows.]

IN WITNESS WHEREOF, CNP Midstream has executed this Joinder Agreement as of the date first written above.

### CENTERPOINT ENERGY MIDSTREAM, INC.

By: /s/ William D. Rogers

Name: William D. Rogers
Title: Executive Vice President and

Chief Financial Officer

Signature Page to Joinder Agreement

August 31, 2018

#### Via E-mail

Enable GP, LLC
Enable Midstream Partners, LP
One Leadership Square
211 N Robinson Ave., Suite 150
Oklahoma City, OK 73102
Attn: The Board of Directors of Enable GP, LLC (the "Board")

Re: Notices pursuant to the Third Amended and Restated Limited Liability Company Agreement of Enable GP, LLC and the Registration Rights Agreement

#### Gentlemen:

Reference is made to (1) that certain Third Amended and Restated Limited Liability Company Agreement (the "<u>LLC Agreement</u>") of Enable GP, LLC, a Delaware limited liability company (the "<u>Company</u>"), dated as of June 22, 2016, by and between CenterPoint Energy Resources Corp., a Delaware corporation ("<u>CERC</u>"), and OGE Enogex Holdings LLC, a Delaware limited liability company ("<u>OGEH</u>"), and (2) that certain Registration Rights Agreement (the "<u>RRA</u>"), dated as of May 1, 2013, by and among Enable Midstream Partners, LP, a Delaware limited partnership (formerly CenterPoint Energy Field Services LP, a Delaware limited partnership) (the "<u>Partnership</u>"), CERC, OGEH and Enogex Holdings LLC, a Delaware limited liability company. Capitalized terms not defined herein have the meaning assigned to such terms in the LLC Agreement.

On September 4, 2018, CERC expects to consummate a Permitted Transfer pursuant to the LLC Agreement of all of its Membership Interests to CenterPoint Energy Midstream, Inc. ("<u>CNP Midstream</u>"), a Delaware corporation and wholly owned Subsidiary of CenterPoint Energy, Inc., a Texas corporation ("CNP") (such Permitted Transfer, the "CNP Transfer").

Pursuant to Section 4.01(c) of the LLC Agreement and prior to and in connection with the CNP Transfer, CERC, in its capacity as a Management Member, is delivering this written notice to the Company to expressly elect to transfer its right to designate Representatives, as provided in Section 8.02(b) of the LLC Agreement, to CNP Midstream. Pursuant to Section 8.02(b)(i)(C), CNP Midstream, as the Transferee of the CNP Transfer, desires to designate Scott M. Prochazka and William D. Rogers, individuals previously designated by CERC and currently serving as Representatives, to continue as its Representatives as of the close of business on the date of the CNP Transfer.

Pursuant to Section 4.01(d)(i) of the LLC Agreement, prior to the CNP Transfer, CNP Midstream will agree in writing to be bound by the terms of the LLC Agreement and hereby provides to the Board the following information:

- (a) Name: CenterPoint Energy Midstream, Inc., a Delaware corporation
- (b) Address: 1111 Louisiana Street, Suite 4600, Houston, Texas 77002
- (c) <u>Taxpayer identification number</u>: 83-1094103

Pursuant to Section 9(g) of the RRA and in connection with the CNP Transfer, CNP Midstream will be the transferee of the Registrable Securities (as defined in the RRA) held by CERC as of September 4, 2018 and hereby provides to the Partnership the following information:

- (a) Name: CenterPoint Energy Midstream, Inc., a Delaware corporation
- (b) Mailing Address: 1111 Louisiana Street, Suite 4600, Houston, Texas 77002
- (c) Email address: bill.rogers@centerpointenergy.com
- (d) Registrable Securities: All Registrable Securities (as defined in the RRA) previously held by CERC.

[Signature Page Follows.]

IN WITNESS WHEREOF, each of CERC and CNP Midstream have executed this Notice Letter as of the date first written above.

#### CENTERPOINT ENERGY RESOURCES CORP.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and

Chief Financial Officer

### CENTERPOINT ENERGY MIDSTREAM, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial Officer

cc: Mark C. Schroeder Enable Midstream Partners, LP

> Timothy S. Taylor Clinton W. Rancher Baker Botts L.L.P.

> > Signature Page to Notice Letter